

RECORD OF ORDINANCES

Ordinance No. 13-080

Passed OCTOBER 21

, 2013

ORDINANCE NO. 13-080

AN ORDINANCE APPROVING THE EXECUTION OF A FIRST AMENDMENT TO **COMMUNITY REINVESTMENT AREA AGREEMENT AMONG THE VILLAGE OF WEST JEFFERSON, DUKE REALTY OHIO, SHUI-NAN CHUANG AND CHIOU-JEU CHUANG, TRUSTEES OF THE SHUI-NAN AND CHIOU-JEU CHUANG TRUST, DATED JANUARY 28, 2000 AND J & L ROTONDA, LLC**

WHEREAS, the Village of West Jefferson (the "Village") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the Village; and

WHEREAS, to encourage that redevelopment, the Village, pursuant to Resolution No. 07-028, adopted by Council on May 21, 2007 (the "CRA Resolution"), established the area specified in the CRA Resolution as the West Jefferson Northern Community Reinvestment Area under the authority of Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"); and

WHEREAS, pursuant to the CRA Resolution and the CRA Act, the Village, Duke Realty Ohio ("DRO") and Shui-Nan Chuang And Chiou-Jeu Chuang, Trustees Of The Shui-Nan And Chiou-Jeu Chuang Trust, Dated January 28, 2000 ("Chuang") executed a Community Reinvestment Area Agreement dated July 5, 2007 (the "CRA Agreement") in connection with the development by DRO of a commerce center (the "Project," as further described in the CRA Agreement) on certain land owned by DRO and Chuang in the Village (the "Project Site"), which Project Site is described in Exhibit A to the CRA Agreement; and

WHEREAS, the CRA Agreement provided DRO with a 15 year, 100% real property tax exemption for the assessed value of new structures constructed at the Project Site; and

WHEREAS, pursuant to the authority of Section 16 of the CRA Agreement, DRO has assigned portions of the CRA Agreement to its affiliates Duke Realty Limited Partnership ("DRLP") and DH West Jefferson, LLC ("DHWJ") through three separate Assignment and Assumption Agreements dated August 2007, December 2008 and August 2012; and

WHEREAS, (i) Chuang owns, and DRO intends to acquire or cause to be acquired, approximately 96 additional acres (the "Additional Chuang Property"); and (ii) J & L Rotonda, LLC ("Rotonda") owns, and DRO intends to acquire or cause to be acquired, approximately 5.98 additional acres (the "Rotonda Property") (the Additional Chuang Property and the Rotonda Property are collectively referred to herein as the "Additional Property"); and

WHEREAS, the parties desire to execute a First Amendment (the "First Amendment," substantially in the form attached hereto as Exhibit A and incorporated herein by this reference) to CRA Agreement by and among the Village, DRO, Shui-Nan Chuang And Chiou-Jeu Chuang, Trustees Of The Shui-Nan And Chiou-Jeu Chuang Trust, Dated January 28, 2000 and J & L Rotonda, LLC (as amended by the First Amendment, the "Amended CRA Agreement") to specify that the Additional Property is part of the Project Site (the Project Site and the Additional Property are collectively referred to in the First Amendment as the "Amended Project Site" as legally described and depicted in Amended Exhibit A to the First Amendment) to ensure that any new structures constructed on the Amended Project Site are eligible for the 15 year, 100% CRA exemption provided in the Amended CRA Agreement; and

WHEREAS, the Village has provided notice of the First Amendment to the Boards of Education of the Jefferson Local School District (the "School District") and the Tolles Career Center, and the Board of Education of the School District, pursuant to Resolution No.

RECORD OF ORDINANCES

Ordinance No. 13-080

Passed October 21, 2013

 passed , 2013, has approved the execution of this First Amendment; and

WHEREAS, DRO, Chuang, Rotonda and the Village desire to execute the First Amendment to provide for the continued development of the Amended Project Site, which development will create and preserve employment opportunities in the Village and will benefit the citizens of the Village; and

WHEREAS, DRLP and DHWJ desire to acknowledge and consent to the terms of the First Amendment, which terms have no effect on the portions the CRA Agreement assigned to DRLP and DHWJ;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE OF WEST JEFFERSON COUNCIL, COUNTY OF MADISON, STATE OF OHIO:

1. The First Amendment among the Village, DRO, Chuang and Rotunda, substantially in the form attached to this Ordinance as Exhibit A, providing for the expansion of the area contained in the CRA Agreement, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the Village as determined by the Mayor. The Mayor, for and in the name of the Village, is hereby authorized to execute the First Amendment and any amendments thereto deemed by the Mayor to be necessary. The approval of changes or amendments by the Mayor, and the character of the changes or amendments as not being inconsistent with this Ordinance and not being substantially adverse to the Village, shall be evidenced conclusively by the execution thereof by the Mayor.
2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the Village that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED THIS 21ST day of October 22, 2013

Ann H. Flannery 10-22-13
President of Council Date

Date Received by Mayor 10/23/13

Darlene A. Steele 10/23/13
Darlene A. Steele, Mayor Date Approved

ATTEST:

Debra J. Ulicki 10/23/13
Clerk of Council Date

Approved as to Form:

Ronald C. Parsons _____
Ronald C. Parsons Date
Director of Law

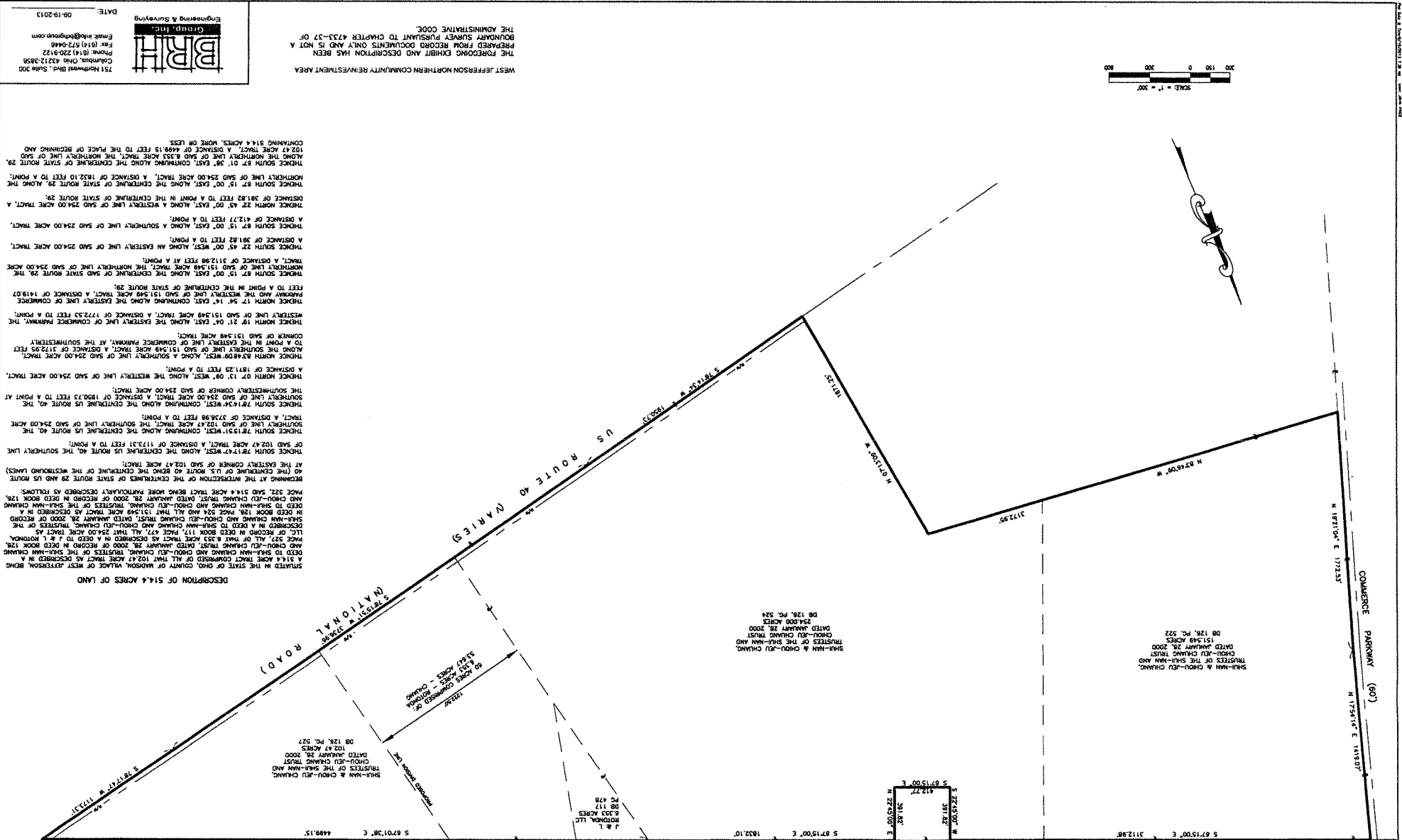
EXHIBIT A FORM OF FIRST AMENDMENT

(attached hereto)

13-080

AMENDED EXHIBIT "A"

STATE ROUTE 29 (R/W VARIES)



POINT OF BEGINNING 514.4 +/- ACRES

DESCRIPTION OF 514.4 ACRES OF LAND

A 514.4 ACRE TRACT COMPOSED OF ALL THAT 102.47 ACRE TRACT AS DESCRIBED IN A DEED TO SHU-MAN CHANG AND CHOU-JEU CHANG, TRUSTEES OF THE SHU-MAN AND CHOU-JEU CHANG TRUST, DATED JANUARY 28, 2000 OF RECORD IN DEED BOOK 128, PAGE 227, ALL OF THAT 8.34 ACRE TRACT AS DESCRIBED IN A DEED TO J. & L. ROTONDA, TRUSTEES OF THE SHU-MAN AND CHOU-JEU CHANG, TRUSTEES OF THE SHU-MAN AND CHOU-JEU CHANG TRUST, DATED JANUARY 28, 2000 OF RECORD IN DEED BOOK 117, PAGE 478, ALL THAT 25.00 ACRE TRACT AS DESCRIBED IN A DEED TO SHU-MAN CHANG AND CHOU-JEU CHANG, TRUSTEES OF THE SHU-MAN AND CHOU-JEU CHANG TRUST, DATED JANUARY 28, 2000 OF RECORD IN DEED BOOK 128, PAGE 228 AND ALL THAT 151.549 ACRE TRACT AS DESCRIBED IN A DEED TO SHU-MAN CHANG AND CHOU-JEU CHANG, TRUSTEES OF THE SHU-MAN AND CHOU-JEU CHANG TRUST, DATED JANUARY 28, 2000 OF RECORD IN DEED BOOK 128, PAGE 228, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 29 AND US ROUTE 40 THE CENTERLINE OF US ROUTE 40 BEING THE CENTERLINE OF THE WESTBOUND LANE AT THE EASTERN CORNER OF SAID 102.47 ACRE TRACT;

THENCE SOUTH 78°17' WEST ALONG THE CENTERLINE OF US ROUTE 40, THE DISTANCE OF 1173.31 FEET TO A POINT;

THENCE SOUTH 78°15' WEST CONTINUING ALONG THE CENTERLINE OF US ROUTE 40, THE DISTANCE OF 102.47 ACRES TRACT;

THENCE SOUTH 78°17' WEST ALONG THE CENTERLINE OF US ROUTE 40, THE DISTANCE OF 1726.98 FEET TO A POINT;

THENCE WEST 102.47 ACRES TRACT, THE CENTERLINE OF SAID 25.00 ACRE TRACT, A DISTANCE OF 2726.98 FEET TO A POINT;

THENCE WEST 102.47 ACRES TRACT, THE CENTERLINE OF SAID 25.00 ACRE TRACT, A DISTANCE OF 1871.22 FEET TO A POINT;

THENCE NORTH 07°19' WEST ALONG THE WESTERLY LINE OF SAID 25.00 ACRE TRACT, A DISTANCE OF 151.549 ACRES TRACT, AT THE SOUTHWESTERLY CORNER OF SAID 151.549 ACRE TRACT;

THENCE NORTH 83°48'09" WEST ALONG A SOUTHERLY LINE OF SAID 25.00 ACRE TRACT, TO A POINT IN THE EASTERLY LINE OF COMMERCE PARKWAY, AT THE SOUTHWESTERLY CORNER OF SAID 151.549 ACRE TRACT;

THENCE NORTH 19°21'04" EAST ALONG THE EASTERLY LINE OF COMMERCE PARKWAY, THE WESTERLY LINE OF SAID 151.549 ACRE TRACT, A DISTANCE OF 1772.33 FEET TO A POINT;

THENCE NORTH 19°21'04" EAST CONTINUING ALONG THE EASTERLY LINE OF COMMERCE PARKWAY AND THE WESTERLY LINE OF SAID 151.549 ACRE TRACT, A DISTANCE OF 1418.07 FEET TO A POINT IN THE CENTERLINE OF STATE ROUTE 29;

THENCE SOUTH 87°15'00" EAST ALONG THE CENTERLINE OF SAID STATE ROUTE 29, THE DISTANCE OF 3112.98 FEET AT A POINT;

THENCE SOUTH 22°45'00" EAST ALONG AN EASTERLY LINE OF SAID 25.00 ACRE TRACT, A DISTANCE OF 381.82 FEET TO A POINT;

THENCE SOUTH 67°15'00" EAST ALONG A SOUTHERLY LINE OF SAID 25.00 ACRE TRACT, A DISTANCE OF 412.77 FEET TO A POINT;

THENCE SOUTH 67°15'00" EAST ALONG THE CENTERLINE OF SAID 25.00 ACRE TRACT, A DISTANCE OF 27.45 FEET TO A POINT IN THE CENTERLINE OF STATE ROUTE 29;

THENCE NORTH 22°45'00" EAST ALONG THE CENTERLINE OF STATE ROUTE 29, THE DISTANCE OF 381.82 FEET TO A POINT IN THE CENTERLINE OF STATE ROUTE 29, ALONG THE WESTERLY LINE OF SAID 25.00 ACRE TRACT, A DISTANCE OF 1832.10 FEET TO A POINT;

THENCE SOUTH 87°15'00" EAST, CONTINUING ALONG THE CENTERLINE OF STATE ROUTE 29, 102.47 ACRES TRACT, A DISTANCE OF 4498.15 FEET TO THE PLACE OF BEGINNING AND CONTAINING 514.4 ACRES, MORE OR LESS.

WEST JEFFERSON NORTHERN COMMUNITY REVENUE AREA

THE FOREGOING EXHIBIT AND DESCRIPTION HAS BEEN PREPARED FROM RECORD DOCUMENTS ONLY AND IS NOT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37 OF THE ADMINISTRATIVE CODE.

BRH Group, Inc.
 Engineering & Surveying
 751 Northwest Blvd., Suite 300
 Columbus, Ohio 43212-3558
 Phone (614) 226-1122
 Fax (614) 272-0446
 Email: info@brhgroup.com

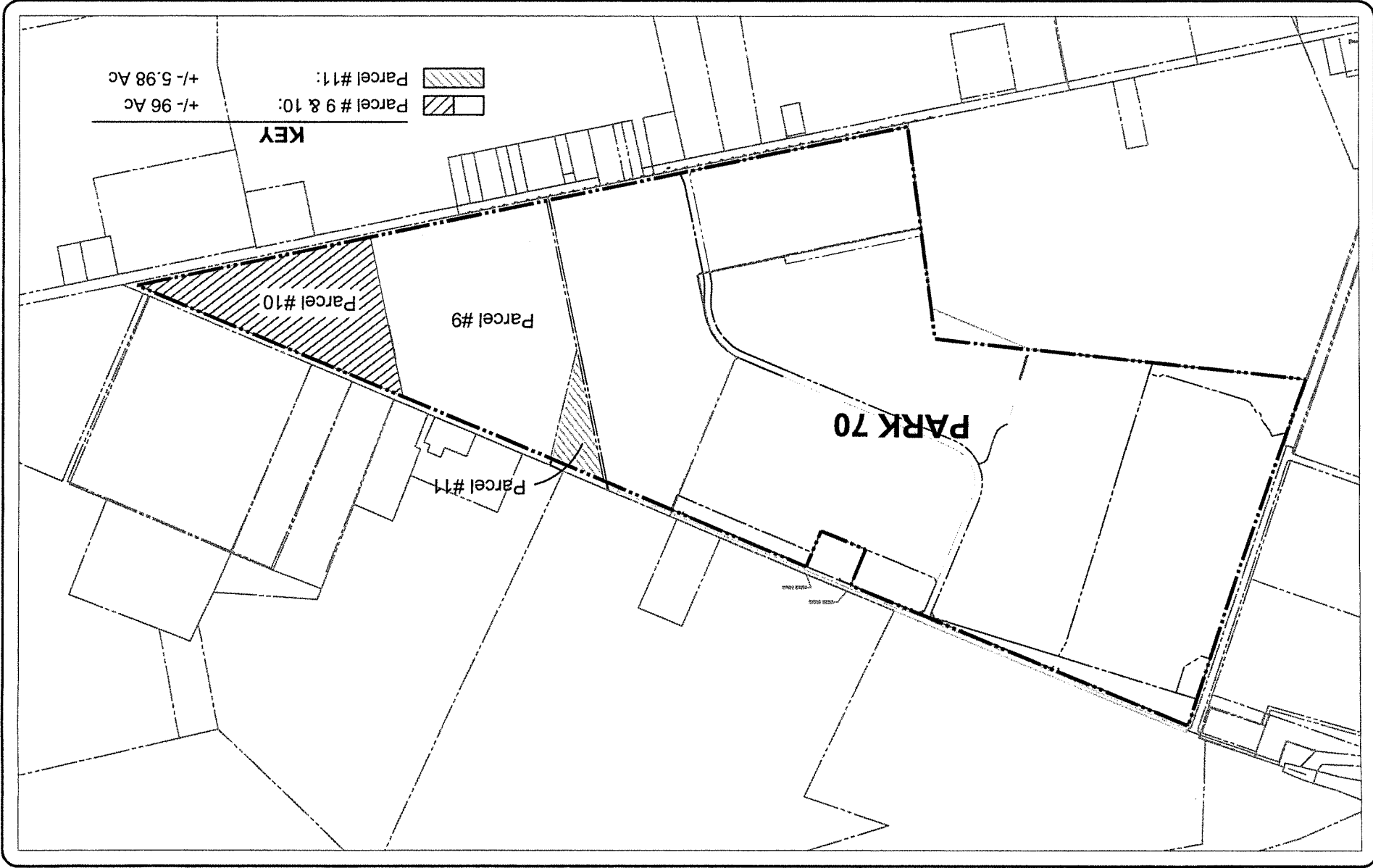
DATE: 09-18-2013



EXHIBIT C
Additional Property
Park 70
West Jefferson, Ohio

NTS
9/17/13

Scale:
Date:



DESCRIPTION OF 514.4 ACRES OF LAND
 NORTHERLY OF U.S. 40 (NATIONAL ROAD)
 SOUTHERLY OF S.R. 29
 VILLAGE OF WEST JEFFERSON, OHIO

SITUATED IN THE STATE OF OHIO, COUNTY OF MADISON, VILLAGE OF WEST JEFFERSON, BEING A 514.4 ACRE TRACT COMPRISED OF ALL THAT 102.47 ACRE TRACT AS DESCRIBED IN A DEED TO SHUI-NAN CHUANG AND CHIOU-JEU CHUANG, TRUSTEES OF THE SHUI-NAN CHUANG AND CHIOU-JEU CHUANG TRUST, DATED JANUARY 28, 2000 OF RECORD IN DEED BOOK 126, PAGE 527, ALL OF THAT 6.353 ACRE TRACT AS DESCRIBED IN A DEED TO J & L ROTONDA, LLC, OF RECORD IN DEED BOOK 117, PAGE 477, ALL THAT 254.00 ACRE TRACT AS DESCRIBED IN A DEED TO SHUI-NAN CHUANG AND CHIOU-JEU CHUANG, TRUSTEES OF THE SHUI-NAN CHUANG AND CHIOU-JEU CHUANG TRUST, DATED JANUARY 28, 2000 OF RECORD IN DEED BOOK 126, PAGE 524 AND ALL THAT 151.549 ACRE TRACT AS DESCRIBED IN A DEED TO SHUI-NAN CHUANG AND CHIOU-JEU CHUANG, TRUSTEES OF THE SHUI-NAN CHUANG AND CHIOU-JEU CHUANG TRUST, DATED JANUARY 28, 2000 OF RECORD IN DEED BOOK 126, PAGE 522, SAID 514.4 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF STATE ROUTE 29 AND US ROUTE 40 (THE CENTERLINE OF U.S. ROUTE 40 BEING THE CENTERLINE OF THE WESTBOUND LANES) AT THE EASTERLY CORNER OF SAID 102.47 ACRE TRACT;

THENCE SOUTH 78°17'47" WEST, ALONG THE CENTERLINE US ROUTE 40, THE SOUTHERLY LINE OF SAID 102.47 ACRE TRACT, A DISTANCE OF 1173.31 FEET TO A POINT;

THENCE SOUTH 78°15'51" WEST, CONTINUING ALONG THE CENTERLINE US ROUTE 40, THE SOUTHERLY LINE OF SAID 102.47 ACRE TRACT, THE SOUTHERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 3736.96 FEET TO A POINT;

THENCE SOUTH 78°14'34" WEST, CONTINUING ALONG THE CENTERLINE US ROUTE 40, THE SOUTHERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 1950.73 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID 254.00 ACRE TRACT;

THENCE NORTH 07° 13' 09" WEST, ALONG THE WESTERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 1871.25 FEET TO A POINT;

THENCE NORTH 83°46'09" WEST, ALONG A SOUTHERLY LINE OF SAID 254.00 ACRE TRACT, ALONG THE SOUTHERLY LINE OF SAID 151.549 ACRE TRACT, A DISTANCE OF 3172.95 FEET TO A POINT IN THE EASTERLY LINE OF COMMERCE PARKWAY, AT THE SOUTHWESTERLY CORNER OF SAID 151.549 ACRE TRACT;

PAGE TWO
514.4 ACRES

THENCE NORTH 19° 21' 04" EAST, ALONG THE EASTERLY LINE OF COMMERCE PARKWAY, THE WESTERLY LINE OF SAID 151.549 ACRE TRACT, A DISTANCE OF 1772.53 FEET TO A POINT;

THENCE NORTH 17° 54' 14" EAST, CONTINUING ALONG THE EASTERLY LINE OF COMMERCE PARKWAY AND THE WESTERLY LINE OF SAID 151.549 ACRE TRACT, A DISTANCE OF 1419.07 FEET TO A POINT IN THE CENTERLINE OF STATE ROUTE 29;

THENCE SOUTH 67° 15' 00" EAST, ALONG THE CENTERLINE OF SAID STATE ROUTE 29, THE NORTHERLY LINE OF SAID 151.549 ACRE TRACT, THE NORTHERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 3112.98 FEET AT A POINT;

THENCE SOUTH 22° 45' 00" WEST, ALONG AN EASTERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 391.82 FEET TO A POINT;

THENCE SOUTH 67° 15' 00" EAST, ALONG A SOUTHERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 412.77 FEET TO A POINT;

THENCE NORTH 22° 45' 00" EAST, ALONG A WESTERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 391.82 FEET TO A POINT IN THE CENTERLINE OF STATE ROUTE 29;

THENCE SOUTH 67° 15' 00" EAST, ALONG THE CENTERLINE OF STATE ROUTE 29, ALONG THE NORTHERLY LINE OF SAID 254.00 ACRE TRACT, A DISTANCE OF 1832.10 FEET TO A POINT;

THENCE SOUTH 67° 01' 38" EAST, CONTINUING ALONG THE CENTERLINE OF STATE ROUTE 29, ALONG THE NORTHERLY LINE OF SAID 6.353 ACRE TRACT, THE NORTHERLY LINE OF SAID 102.47 ACRE TRACT, A DISTANCE OF 4499.15 FEET TO THE PLACE OF BEGINNING AND CONTAINING 514.4 ACRES, MORE OR LESS.

PROPOSED FIRST AMENDMENT for Community Reinvestment Area Tax Incentives between the Village of West Jefferson located in the County of Madison and Duke Realty Ohio; Shui-Nan Chuang and Chiou-Jeu Chuang, Trustees of the Shui-Nan and Chiou-Jeu Chuang Trust, Dated January 28, 2000; and J & L Rotonda, LLC.

- 1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Duke Realty Ohio Art Makris
Enterprise Name Contact Person
4675 Lakehurst Court (614) 932-6015
Dublin, Ohio 43016 Telephone Number
Address

- b. Project site:

See attached depiction Same as above
Contact Person

Enterprise Pkwy, West Jefferson, OH Same as above
Address Telephone Number

- 2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Commerce center including distribution warehouses.

- b. List primary 6 digit North American Industry Classification System (NAICS) # 236220
Business may list other relevant SIC numbers. 531120

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: N/A

- d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Partnership

- 3. Name of principal owner(s) or officers of the business.

General Partners: (1) Duke Realty Corporation and (2) Duke Realty Limited Partnership

4. a. State the enterprise's current employment level at the proposed project site:

-0-

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ___ No X

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

Total employees (as of 9/17/2013) itemized approximately as follows: 0 full-time permanent employees; 0 part-time permanent employees; 0 full-time temporary employees; and 0 part-time temporary employees.

- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

5. Does the Property Owner owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes ___ No X

- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: The requested amended CRA Agreement relates to the addition of approximately 101.98 acres of property to the original CRA "Project Site," which is necessary for the construction of additional structures in the currently-planned configuration. These additional structures are part of the original "Project" as defined in the CRA Agreement. Thus, the original investment and employment estimates remain in place.

7. Project will begin approximately April 2008 and be completed approximately December 2028 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

Employer names are not yet known. The estimated itemization of employment positions is as follows:

400 full-time equivalent employee positions

b. State the time frame of this projected hiring: 20 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

Commencing approximately January 2009 and continuing incrementally over the succeeding 20 years.

9. a. Estimate the amount of annual payroll such new employees will add \$10,000,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$	\$0
B. Additions/New Construction:	\$	\$100,000,000+
C. Improvements to existing buildings:	\$	\$0
D. Machinery & Equipment:	\$	\$0
E. Furniture & Fixtures:	\$	\$0
F. Inventory:	\$	\$0
Total New Project Investment:	\$	\$100,000,000+

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)
The requested incentives are necessary to compete with other locations throughout the Midwest and Ohio, including several locations in Central Ohio that offer 15 year, 100% CRA exemptions.

Submission of this application expressly authorizes Village of West Jefferson to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Duke Realty Ohio
Name of Property Owner

Date

Signature

James T. Clark, Sr. V.P. Columbus Operations
Typed name, title

Shui-Nan Chuang and Chiou-Jeu Chuang, Trustees of the Shui-Nan and Chiou-Jeu Chuang Trust, Dated January 28, 2000

Name of Property Owner

Date

Signature

Typed name, title

J & L Rotonda, LLC
Name of Property Owner

Date

Signature

Typed name, title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Development within fifteen (15) days of final approval.

FIRST AMENDMENT TO COMMUNITY REINVESTMENT AREA AGREEMENT

This First Amendment to Community Reinvestment Area Agreement (this "First Amendment") is made and executed this ___ day of _____, 2013 by and among the **VILLAGE OF WEST JEFFERSON, OHIO**, a municipal corporation formed and existing under the laws of the State of Ohio (the "Village"); **DUKE REALTY OHIO**, an Indiana general partnership ("DRO"); **SHUI-NAN CHUANG AND CHIOU-JEU CHUANG, TRUSTEES OF THE SHUI-NAN AND CHIOU-JEU CHUANG TRUST, DATED JANUARY 28, 2000** ("Chuang"); and **J & L ROTONDA, LLC**, an Ohio limited liability company ("Rotonda").

WITNESSETH:

WHEREAS, the Village has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the Village; and

WHEREAS, to encourage that redevelopment, the Village, pursuant to Resolution No. 07-028, adopted by Council on May 21, 2007 (the "CRA Resolution"), established the area specified in the CRA Resolution as the West Jefferson Northern Community Reinvestment Area (the "CRA") under the authority of Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"); and

WHEREAS, pursuant to the CRA Resolution and the CRA Act, the Village, DRO and Chuang executed a Community Reinvestment Area Agreement dated July 5, 2007 (the "CRA Agreement") in connection with the development by DRO of a commerce center (the "Project," as further described in the CRA Agreement) on certain land owned by DRO and Chuang in the Village (the "Project Site"), which Project Site is described in Exhibit A to the CRA Agreement; and

WHEREAS, the CRA Agreement provided DRO with a 15 year, 100% real property tax exemption for the assessed value of new structures constructed at the Project Site; and

WHEREAS, Section 16 of the CRA Agreement allows DRO to assign portions of the CRA Agreement to entities affiliated with DRO without the approval of the Village or Chuang; and

WHEREAS, pursuant to that authority, DRO has assigned portions of the CRA Agreement to its affiliates Duke Realty Limited Partnership ("DRLP") and DH West Jefferson, LLC ("DHWJ") through three separate Assignment and Assumption Agreements dated August 2007, December 2008 and August 2012; and

WHEREAS, (i) Chuang owns, and DRO intends to acquire or cause to be acquired, approximately 96 additional acres (the "Additional Chuang Property"); and (ii) Rotonda owns, and DRO intends to acquire or cause to be acquired, approximately 5.98 additional acres (the "Rotonda Property (the Additional Chuang Property and the Rotonda Property are collectively

referred to herein as the “Additional Property,” as depicted on Exhibit C attached hereto and incorporated herein by this reference); and

WHEREAS, the Additional Property is included within the boundaries of the CRA, but are not currently part of the Project Site; and

WHEREAS, DRO intends to construct or cause to be constructed on the Additional Property certain commercial and industrial structures (which structures were included in the Project as originally defined in the CRA Agreement); and

WHEREAS, DRO desires to amend the CRA Agreement pursuant to this First Amendment to specify that the Additional Property is part of the Project Site (the Project Site and the Additional Property are collectively referred to herein as the “Amended Project Site,” as legally described and depicted in Amended Exhibit A attached hereto and incorporated herein by this reference) to ensure that any new structures constructed on the Amended Project Site are eligible for the 15 year, 100% CRA exemption provided in the CRA Agreement; and

WHEREAS, DRO has submitted to the Village an amended version of the original CRA Agreement application (the “Application”) for this First Amendment (the “Amended Application”), a copy of which is attached hereto as Amended Exhibit B and incorporated herein by this reference; and

WHEREAS, DRO has remitted or shall remit with the Amended Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with this First Amendment, and has paid any applicable local fees; and

WHEREAS, the Village has provided notice of this First Amendment to the Boards of Education of the Jefferson Local School District (the “School District”) and the Tolles Career Center, and the Board of Education of the School District, pursuant to Resolution No. _____ passed _____, 2013, has approved the execution of this First Amendment; and

WHEREAS, DRO, Chuang, Rotonda and the Village desire to execute this First Amendment to provide for the continued development of the Amended Project Site, which development will create and preserve employment opportunities in the Village and will benefit the citizens of the Village; and

WHEREAS, DRLP and DHWJ desire to acknowledge and consent to the terms of this First Amendment, which terms have no effect on the portions the CRA Agreement assigned to DRLP and DHWJ; and

WHEREAS, the Village Council, pursuant to Ordinance No. _____ passed _____, 2013, has approved the execution of this First Amendment;

1 2 3 4 5 6 7 8 9

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

Section 1. Exhibit A to the CRA Agreement, which describes the Project Site, is hereby deleted and replaced with Amended Exhibit A to this First Amendment, which describes the Amended Project Site. All references to the Project Site in the CRA Agreement shall be deemed to be references to the Amended Project Site from and after the effective date of this First Amendment.

Section 2. Exhibit B to the CRA Agreement, which contains the Application, is hereby deleted and replaced with Amended Exhibit B to this First Amendment, which contains the Amended Application. All references to the Application in the CRA Agreement shall be deemed to be references to the Amended Application from and after the effective date of this First Amendment.

Section 3. In Section 21 of the CRA Agreement, DELETE the notice address for DRO, and REPLACE it with the following:

Duke Realty Ohio
4675 Lakehurst Court
Suite 200
Dublin, Ohio 43016

Section 4. Each of DRO, Chuang, Rotonda, DRLP and DHWJ hereby certifies, or re-certifies, that, pursuant to Sections 11 and 22 of the CRA Agreement, it has made no false statements to the State or any local political subdivision in the process of obtaining approval of this First Amendment; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of DRO, Chuang, Rotonda, DRLP or DHWJ has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such party shall be required to immediately return all benefits received by it under the CRA Agreement, as amended by this First Amendment, pursuant to R.C. Section 9.66(C)(2) and such party shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under the CRA Agreement, as amended by this First Amendment, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability or effect on parties other than such violating party or parties.

Section 5. Village hereby certifies that (i) as of the effective date of this First Amendment, the non-Village parties' performance under the CRA Agreement constituted material compliance with the terms thereof, (ii) the Amended Project Site shall be entitled to the exemption provided in Section 6 of the CRA Agreement for tax year 2013 and for every future tax year during the tax exemption period set forth in Section 6 of the CRA Agreement, and (iii) notwithstanding anything to the contrary contained in the CRA Agreement, as amended by this First Amendment, the Village will not terminate, revoke, suspend or modify the fifteen (15) year, 100% real property tax exemption granted in the CRA Agreement at any time during the tax exemption period set forth in Section 6 of the CRA Agreement.

Section 6. Except as otherwise provided herein, the terms of the CRA Agreement remain in full force and effect as stated in the CRA Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives to be effective as of the date written above.

VILLAGE OF WEST JEFFERSON, MADISON COUNTY, OHIO

By: _____

Print Name: Darlene Steele
Title: Mayor

By Ordinance No. _____ dated _____
Verified and Certified:

_____, Clerk

APPROVED AS TO FORM:

Ronald C. Parsons, Law Director

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2013, by Darlene Steele, the Mayor of the Village of West Jefferson, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

Notary Public

**SHUI-NAN CHUANG AND CHIOU-JEU CHUANG,
TRUSTEES OF THE SHUI-NAN AND CHIOU-JEU CHUANG TRUST,
DATED JANUARY 28, 2000**

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2013, by Shui-Nan Chuang and Chiou-Jeu Chuang, the Trustees of the Shui-Nan and Chiou-Jeu Chuang Trust, dated January 28, 2000.

Notary Public

DUKE REALTY OHIO, an Indiana general partnership

By: Duke Realty Limited Partnership,
its Managing Partner

By: Duke Realty Corporation,
its General Partner

By: _____

Print Name: James T. Clark
Title: Senior Vice President, Columbus Operations

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2013, by James T. Clark, the Senior Vice President, Columbus Operations of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, the Managing Partner of Duke Realty Ohio, an Indiana general partnership, on behalf of the partnership.

Notary Public

J & L ROTONDA, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2013, _____, the _____ of J & L Rotonda, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Jefferson Local School District hereby approves and consents to the foregoing First Amendment.

**BOARD OF EDUCATION OF THE
JEFFERSON LOCAL SCHOOL DISTRICT**

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2013, by William Mullett, the Superintendent of the Jefferson Local School District, on behalf of the School District.

Notary Public

ACKNOWLEDGMENT OF ASSIGNEES

Duke Realty Limited Partnership and DH West Jefferson, LLC, as assignees of the CRA Agreement, hereby acknowledge and consent to the terms of this First Amendment.

DH WEST JEFFERSON, LLC, a Delaware limited liability company

By: Duke/Hulfish, LLC, a Delaware limited liability company,
it sole member

By: Duke Realty Limited Partnership,
an Indiana limited partnership, its managing member

By: Duke Realty Corporation,
an Indiana corporation, its general partner

By: _____

Print Name: James T. Clark
Title: Senior Vice President, Columbus Operations

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2013, by James T. Clark, the Senior Vice President, Columbus Operations of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, the managing member of Duke/Hulfish, LLC, a Delaware limited liability company, the sole member of DH West Jefferson, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation,
its General Partner

By: _____

Print Name: James T. Clark
Title: Senior Vice President, Columbus Operations

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2013, by James T. Clark, the Senior Vice President, Columbus Operations of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, on behalf of the partnership.

Notary Public

AMENDED EXHIBIT A

**Legal Description and Depiction of Amended Project Site
(attached hereto)**

AMENDED EXHIBIT B

**Amended Application
(attached hereto)**

EXHIBIT C

**Depiction of Additional Property
(attached hereto)**