

**FAIRFIELD TOWNSHIP  
RESOLUTION NO. 22-166**

**RESOLUTION APPROVING THE FAIRFIELD TOWNSHIP AND BASIS  
BRIDGEWATER, LLC AGREEMENT FOR PUBLIC AND PRIVATE  
INFRASTRUCTURE IMPROVEMENTS**

**WHEREAS**, Fairfield Township has adopted or intends to adopt a resolution under RC § 5709.73(B) (the “TIF Resolution”) declaring a portion of the increase in the assessed value of improvements to certain parcels within the unincorporated area of the Township to be for a public purpose and exempt from real estate taxation for 30 years and designating public infrastructure improvements necessary for the development of parcel(s) subject to the TIF Resolution; and

**WHEREAS**, Fairfield Township has reviewed a development plan provided by Basis Bridgewater, LLC for the improvement of certain parcels located within the Township as set forth in the Agreement attached hereto, incorporated herein by reference and designated Exhibit A.

**WHEREAS**, Fairfield Township desires to enter into the Agreement for Public and Private Infrastructure Improvements with Basis Bridgewater, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, by the Trustees of Fairfield Township, Butler County, Ohio, as follows:

**SECTION 1:** The passage of this Resolution is contingent upon the passage of the resolution authorizing approval of the TIF.

**SECTION 2:** The Board hereby approves the execution of the Agreement for Public and Private Infrastructure Improvements.

**SECTION 3:** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 4:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 5:** That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

**SECTION 6:** This resolution shall take effect at the earliest date allowed by law.

**Effective: December 13, 2022**

**Board of Trustees**

Shannon Hartkemeyer: Shannon Hartkemeyer  
Michael Berding: [Signature]  
Joe McAbee: Joe McAbee

**Vote of Trustees**

yes  
yes  
NO

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer, this 13<sup>th</sup> day of December 2022.

**ATTEST:**

Shelly Schultz  
Shelly Schultz, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

L. E. Barbieri  
Lawrence E. Barbieri, Township Law Director

**AGREEMENT FOR PUBLIC AND PRIVATE INFRASTRUCTURE IMPROVEMENTS**

This Agreement made as of the dates indicated herein by the Board of Township Trustees of Fairfield Township, Butler County, Ohio (the “Township”), and Basis Bridgewater, LLC (“Developer”).

WHEREAS, Township has been reviewing a development plan (the “Plan”) by Developer proposing improvements to parcel(s) of land located within the unincorporated area of the Township (to wit: Auditor’s Parcel Numbers A0300-172-000-003, A0300-172-000-004, A0300-172-000-005, A0300-172-000-006, and A0300-172-000-007) (collectively, the “Parcels” or the “Parcel Numbers”) for commercial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of public or private street(s), open spaces for common use by owners, occupants, or leaseholders, or as easements for the extension and maintenance of public sewer, water, storm drainage, or other similar facilities; and

WHEREAS, the initial phase of the Plan by the Developer proposes the allocation of land within the Parcels for the development and/or sale to commercial users.

WHEREAS, Township has adopted or intends to adopt a resolution under RC § 5709.73(B) (the “TIF Resolution”) declaring a portion of the increase in the assessed value of the Improvements to be for a public purpose and exempt from real estate taxation for 30 years and designating public infrastructure improvements necessary for the development of parcel(s) subject to the TIF Resolution; and

WHEREAS, Township is authorized by R.C. § 5709.74 to use money received as service payments in lieu of taxation and deposited in Township’s public improvement tax increment equivalent fund to pay the costs of public infrastructure improvements designated in the TIF Resolution; and

WHEREAS, Township has determined that certain public and private infrastructure improvements (the “Project”) are necessary for the development of the Parcels, including:

1. Road Improvements (Public and Private)
2. Storm Water Management
3. Utility Extensions

WHEREAS, the Township intends to use payments in lieu of taxes required to be paid under R.C. §5709.74 (the “PILOT Payments”) and

WHEREAS, the parties desire to enter into this Agreement to document their agreements as to the construction of the Project while recognizing that other documents may need to be executed at a future date to finalize the terms and conditions of such construction.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The Project will be completed on or before December 31, 2024.

2. Township shall agree to repay the cost of constructing the Project construction including the utility extension necessary for the development to a maximum amount of \$500,000.00 (Five hundred thousand dollars) or the total cost of the Project as Road Improvements (Public and Private, Storm Water Management and Utility Extensions) whichever is less ("Maximum Amount"), through the collection and distribution of PILOT Payments generated and received from the Project in the following manner:
  - i. Upon completion of the Project, the Developer shall submit certification of all costs of Project to the Township and a prevailing wage certification for work completed.
  - ii. Township shall annually collect and deposit PILOT Payments into an account as prescribed by R.C. §5709.74.
  - iii. Township shall make all distributions to the Fairfield City Local School District, the Joint Vocational District as required by Resolution,
  - iv. Township shall distribute 75 % of Net PILOT Payments (Net PILOT Payments shall be defined at the Total annual amount of PILOT Payments retained by the Township after all expenses including distributions required by Resoulution 22-165 to the Fairfield City Local School District, the Joint Vocational District) to the Developer on or before October 1 of each year (Unless receipts from the County Auditor are delayed) to the Developer.
  - v. Township shall certify that amount distributed is credited against the "Maximum Amount" until such a time as the total amount is credited to the Developer.
  - vi. If the TIF District expires before the Township distributes the total amount necessary to satisfy the repayment of the Maximum Amount, the Township shall not be obligated to make any other payments and distributions and the Project shall be deemed to have been paid in full.
  
3. In the event any party to this Agreement believes any other party has materially violated any term or provision of this Agreement or that any other dispute exists concerning the interpretation or performance of this Agreement, that party shall prior to commencement of any litigation concerning such violation or dispute notify the other parties in writing of the specific facts relevant to the alleged violation or dispute.
  - i. Immediately upon delivery of such notice, the parties shall meet to discuss the alleged violation or dispute and attempt in good faith to resolve the alleged violation or dispute.
  - ii. If the parties are unable to mutually resolve the alleged violation or dispute any party may request that the parties mutually seek the assistance of a qualified third-party to act as a mediator to assist the parties in attempting to resolve the alleged violation or dispute; the parties agree to mutually cooperate in good faith to select and cooperate with such mediator.
  - iii. In the event the parties are unable to resolve the alleged violation or dispute, any party may commence litigation in the Court of Common Pleas of Butler County in regards to such violation or dispute.

4. Except as expressly provided herein, this Agreement constitutes the complete agreement between the parties concerning the subject matter addressed herein. This Agreement may only be modified by a writing approved by the legislative authority of each of the parties and executed in accordance with law by the legislative authority or its expressly designated representative.
  
5. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

To the Township:                    Township Administrator  
Fairfield Township Board of Trustees, Butler County, Ohio  
6032 Morris Rd.  
Hamilton, Ohio 45011  
jvonderhaar@Fairfieldtwp.org

To the Developer:                Basis Bridgewater, LLC  
7770 Cooper Road, Suite 9  
Cincinnati, Ohio 45242  
Attention: Ryan Lucas  
ryan@basiscompanies.com

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

**SIGNATURE PAGE TO AGREEMENT FOR PUBLIC AND PRIVATE  
INFRASTRUCTURE IMPROVEMENTS**

**Developer:**

Basis Bridgewater, LLC, an Ohio limited liability company

By: Lucas Capital, LLC, an Ohio limited liability company, its member

By: \_\_\_\_\_  
Ryan Lucas

By: Royce Capital, LLC, an Ohio limited liability company, its member

By: \_\_\_\_\_  
Gerald Royce

**Township:**

Board of Township Trustees of Fairfield Township,  
Butler County

Approved as to Form:

By: \_\_\_\_\_  
Julie Vonderhaar, Township Administrator

 \_\_\_\_\_

Lawrence E. Barbieri

Date:

Law Director