



## Logan-Union-Champaign regional planning commission

Dave Gulden, AICP  
**Director**

Jim Holycross  
**President**

Jeremy Hoyt  
**Vice-President**

Dave Faulkner  
**2nd Vice-President**

Robert A. Yoder  
**Treasurer**

### Executive Committee Meeting Agenda Thursday, July 13, 2017, 1:15 PM

**Call to Order** – Jim Holycross, President

**Roll Call** – Dave Gulden

**Action on Minutes of June 8, 2017** – Executive Committee

**Financial Report** – Andy Yoder, Treasurer

**ODOT Reports**

**RTPO Report** – Dave Gulden

**New Business:**

1. Review of Jerome Village ERN-1 North Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
2. Review of Mad River Township Zoning Text Amendment (Champaign County) – Staff Report by Brad Bodenmiller
3. Review of Paris Township Zoning Text Amendment (Union County) – Staff Report by Brad Bodenmiller
4. Review of Urbana Township Zoning Text Amendment (Champaign County) – Staff Report by Brad Bodenmiller
5. Building Committee – Scott Coleman
6. LUC Visioning Committee – Jim Holycross

**Director's Report**

**Comments from Individuals**

**Adjourn**

**LUC Regional Planning Commission  
Treasurer's Report**

Beginning Balance on June 1, 2017 **\$ 590,658.03**

**Receipts**

Terrain Evolution	ERN-1 N Preliminary Plat Fee	\$ 4,750.00
Logan County	ODOT Reimbursement 1/1-4/30/17	\$ 5,384.96
Union County	May 2017 Interest	\$ 632.89

**Total Receipts** **\$ 10,767.85**

**Total Cash on Hand** **\$ 601,425.88**

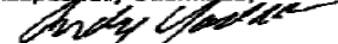
**Expenditures**

Employee Salaries	3 Pay Periods	\$ 20,830.95
PERS	May-16	\$ 2,916.35
Medicare	3 Pay Periods	\$ 291.06
Worker's Compensation	Worker's Compensation Payment	\$ 240.88
CEBCO	Medical Insurance	\$ 2,893.16
Delta Dental	Dental Insurance	\$ 135.90
VSP	Vision Insurance	\$ 7.12
CEBCO	Life Insurance	\$ 8.42
CRI Digital	Copier Maintenance	\$ 149.72
APA	Yrly Membership - Gulden	\$ 473.00
Wesley Easton (Easton Water)	Water Cooler Rental & Bottles	\$ 26.08
Bellefontaine Examiner	52 Week Subscription	\$ 98.80
DP&L	Electric Service	\$ 153.82
Time Warner	Phone/Internet	\$ 310.51
Kenneth Welty	Lawn Mowing 5/30/17	\$ 15.00
Gracia Welty	Office Cleaning 6/4/17	\$ 60.00
Gracia Welty	Office Cleaning 6/18/17	\$ 60.00
Dave Gulden	Mileage - May 2017	\$ 194.74
Brad Bodenmiller	Mileage - May 2017	\$ 241.29
Heather Martin	Mileage - May 2017	\$ 39.59
Richwood Banking Visa	NY Hotel Expense (Gulden)	\$ 994.83

**Total Expenditures** **\$ 30,141.22**

**Balance on Hand as of June 30, 2017** **\$ 571,284.66**

Respectfully Submitted,



Andy Yoder, Treasurer



## 2017 Budget Summary

as of June 30, 2017

### Revenues

		Estimated	Received	Cash Balance	%
450112	Membership Contributions	\$ 183,252.34	\$ 188,782.05	\$ 5,529.71	103%
450105	Grants	\$ 33,500.00	\$ 14,100.00	\$ (19,400.00)	42%
450105.LUC13	ODOT RTPO Grant	\$ 80,000.00	\$ 9,174.22	\$ (70,825.78)	11%
420107	Charges for Services	\$ -	\$ 3,812.41	\$ 3,812.41	
480108	Annual Dinner	\$ 2,900.00	\$ -	\$ (2,900.00)	0%
420121	Subdivision Plats	\$ 30,000.00	\$ 14,150.00	\$ (15,850.00)	47%
420122	Mapping	\$ 100.00	\$ -	\$ (100.00)	0%
470101	Interest	\$ 1,428.00	\$ 3,179.15	\$ 1,751.15	223%
Estimated Total Revenue		\$ 331,180.34	\$ 233,197.83	\$ (97,982.51)	70%

### Expenditures:

		Estimated Budget	Intra-Fund Transfers	Adjusted Budget	Expended	Unencumbered	%
510100	Salaries & Wages	\$ 210,000.00	\$ (25,000.00)	\$ 185,000.00	\$ 83,681.45	\$ 101,318.55	45%
510205	PERS	\$ 29,400.00		\$ 29,400.00	\$ 11,710.53	\$ 17,689.47	40%
510215	Medicare	\$ 3,045.00		\$ 3,045.00	\$ 1,150.25	\$ 1,894.75	38%
510225	Workers Compensation	\$ 3,360.00		\$ 3,360.00	\$ 951.90	\$ 2,408.10	28%
510305	Medical	\$ 36,000.00		\$ 36,000.00	\$ 17,358.96	\$ 18,641.04	48%
510310	Dental Insurance	\$ 2,000.00		\$ 2,000.00	\$ 815.40	\$ 1,184.60	41%
510315	Vision Insurance	\$ 200.00		\$ 200.00	\$ 42.72	\$ 157.28	21%
510320	Life Insurance	\$ 200.00		\$ 200.00	\$ 52.42	\$ 147.58	26%
520115	Office Supplies	\$ 5,000.00		\$ 5,000.00	\$ 1,615.19	\$ 3,384.81	32%
520155	Subscription Fees	\$ 5,000.00		\$ 5,000.00	\$ 3,672.72	\$ 1,327.28	73%
530100	Contract Services	\$ 15,000.00	\$ 25,000.00	\$ 40,000.00	\$ -	\$ 40,000.00	0%
530110	Tuition Reimbursement	\$ 6,000.00		\$ 6,000.00	\$ 6,000.00	\$ -	###
530171	Professional Development	\$ 6,000.00		\$ 6,000.00	\$ 173.00	\$ 5,827.00	3%
530199	Utilities	\$ 12,000.00		\$ 12,000.00	\$ 3,429.57	\$ 8,570.43	29%
530650	Maintenance & Repair	\$ 10,000.00		\$ 10,000.00	\$ 897.73	\$ 9,102.27	9%
530702	Annual Dinner	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00	0%
530800	Building	\$ 360,000.00		\$ 360,000.00	\$ 500.00	\$ 359,500.00	0%
540100	Equipment	\$ 8,000.00		\$ 8,000.00	\$ 2,040.00	\$ 5,960.00	26%
550100	Travel & Expense	\$ 10,000.00		\$ 10,000.00	\$ 2,940.50	\$ 7,059.50	29%
550305	Contingencies	\$ 10,000.00		\$ 10,000.00	\$ 2,869.79	\$ 7,130.21	29%
Estimated Total Expenditures		\$ 736,205.00		\$ 736,205.00	\$ 139,902.13	\$ 596,302.87	19%

### STATEMENT:

Cash Balance January 1, 2017	\$ 477,988.96
Estimated Cash Balance December 31, 2017	\$ 114,161.01
Actual Cash On Hand December 31, 2017	
Estimated Total Revenue	\$ 331,180.34
Actual 2017 Revenue	\$ 233,197.83
Difference (+/Under)	\$ (97,982.51)
Estimated Total Expenditures	\$ 736,205.00
Actual 2017 Expenditures	\$ 139,902.13
Difference (+/Under)	\$ 596,302.87

**CHP/LOG County Projects**  
**Award Dates: 10/01/16 to 01/01/18**

7/8/2017									
PID	COUNTY ROUTE SECTION	PRIMARY WORK CATEGORY	DESCRIPTION	PROJECT TERMINI	SALE DATE CURRENT	AWARD DATE CURRENT	AWARD DATE ACTUAL	EST. END CONSTRUCTION DATE	PROJECTED CONSTRUCTION COSTS
101071	LOG SR 274 4.81/15.78	Resurfacing, Undivided System	Overlay SR 274 in Logan County with a fine graded polymer asphalt concrete.	LOG SR 274 SLM 4.81 to 10.30 & SLM 15.78 to 22.64	2/2/2017	2/10/2017	2/10/2017	7/31/2017	\$1,671,336.42 <b>SOLD</b>
96836	CHP US 36 East 16.28	Add Sidewalks	Install sidewalks gap closures and curb and gutter. Project will also include storm lines, catch basins and manholes, paving; all these additional items will not be funded under the TE program.	US Route 36 from Berwick Drive to Walmart	2/9/2017	2/21/2017	2/21/2017	8/11/2017	\$1,338,250.98 <b>SOLD</b>
101054	LOG MICRO FY2017	Resurfacing, Undivided System	to1.54LOG SR 117 SLM 1.54 to 3.29LOG SR 117 SLM 3.29 to 5.83LOG SR 366 SLM 6.03 to 9.78LOG SR 368 SLM 0.00 to 2.59	Various routes in Logan County	3/2/2017	3/9/2017	3/9/2017	7/31/2017	\$840,589.34 <b>SOLD</b>
101044	CHP/CLA CHIP FY17	Resurfacing, Undivided System	0.00 to 1.70CHP SR 55 SLM 0.70 to 15.05CHP SR 56 SLM 0.00 to 5.32CHP US 36 SLM 22.33 to 29.05CHP SR 296 SLM 0.00 to 5.98CLA SR 56 SLM 0.00	Various Routes in Champaign and Clark Counties	3/30/2017	4/7/2017	4/7/2017	9/30/2017	\$,1,354,624.10 <b>SOLD</b>
100544	CHP CR 10/VAR FY17	Resurfacing, Undivided System	Project to place 1.25 inches of asphaltic concrete overlay on various routes within Champaign County.	CR 10, CR 18, CR 25, CR 67, CR 85, CR 193, CR 236	3/16/2017	4/5/2017	4/5/2017	9/30/2017	\$,1,514,094.00 <b>SOLD</b>
101081	CHP US 36 0.00	Resurfacing, Undivided System	Overlay US 36 in Champaign County.	CHP US 36 SLM 0.00 to 14.04	3/30/2017	4/7/2017	4/7/2017	8/31/2017	\$2,336,514.80 <b>SOLD</b>
93901	D07 BH FY17	Culvert Construction/Reconstr/Repair	Field pave the invert of various culverts within the district.SFN 5403634 MER-274-0318SFN 5400813 MER-49-1419SFN 5504384 MIA-571-1905SFN 5504414 MIA-571-2021SFN 5504503 MIA-589-0092SFN 4643496 LOG-347-0045SFN 7500483 SHE-47-0681SFN 7502826 SHE-119-0611	SFN 5403634; SFN 5504384; SFN 5504414; SFN 5504503; SFN 7500483; SFN 7502826; SFN 5400813; SFN 4643496	3/30/2017	4/7/2017	4/7/2017	10/31/2017	\$223,346.87 <b>SOLD</b>
96365	CHP/LOG SR 814/540 0.25/5.08	Culvert Construction/Reconstr/Repair	SFN 4603826 LOG-540-0508 - replace with 8' x 4' RCBCSFN 1103385 CHP-814-0025 - replace with 2-48" RCP	SFN 4603826 LOG-540-0508 over trib of Mad River and SFN 1103385 CHP-814-0025 over trib of Dugan Ditch	3/30/2017	4/7/2017	4/7/2017	9/30/2017	\$358,381.71 <b>SOLD</b>
92625	CHP 36/29 16.25/21.17	Resurfacing, Undivided System	21.17 to 21.75Resurfacing of the existing roadway with asphalt concrete on US 36 SLM 16.25 to 17.23Urban Paving	CHP SR 29 21.17 to 21.75 - CHP US 36 16.25 to 17.23	4/6/2017	4/13/2017	4/13/2017	10/30/2017	\$502,098.54 <b>SOLD</b>
101051	AUG/LOG CHIP FY17	Resurfacing, Undivided System	Chip seal various routes in Auglaize and Logan Counties:LOG SR 508 SLM 1.29 to 9.46LOG SR 720 SLM 0.00 to 4.12AUG SR 720 SLM 0.00 to 2.81AUG SR 29 SLM 5.31 to 9.67AUG SR 197 SLM 5.16 to 7.44	Various routes in Auglaize and Logan Counties	4/6/2017	4/13/2017	4/13/2017	9/30/2017	\$793,326.24 <b>SOLD</b>
101087	LOG US 33 1.97	Resurfacing, Undivided System	Overlay US 33 in Logan County.	LOG US 33 SLM 1.97 to 6.57	4/27/2017	5/4/2017	5/4/2017	10/15/2017	\$1,038,990.22 <b>SOLD</b>
101066	CHP/CLA SMOOTH FY2017	Resurfacing, Undivided System	polymer asphalt concrete (Smooth Seal).Make roadway improvements along the intersection approaches at SR41 & SR235 roundabout.	Various routes in Champaign and Clark Counties	5/25/2017	6/1/2017	6/1/2017	10/15/2017	\$1,442,842.13 <b>SOLD</b>
95409	LOG SR 47/720 13.10/4.25	Bridge Repair	Remove and replace existing overlay with new LMC using hydrodemolition. Place polymer modified expansion joint system on ends. On SFN 4601335, LOG-47-13.10 additional work to include epoxy inject vertical cracks on pier walls (4 each pier).	Br. No. LOG-47-1310, SFN 4601335; Br. No. LOG-720-0425; SFN 4604237	6/22/2017	6/29/2017	6/29/2017	10/31/2017	\$272,119.56 <b>SOLD</b>
100612	LOG USR68D/SR47 0.10/13.50	Mill and Fill	LOG 68D - SR47 SLM 0.10 to USR68 0.50LOG SR47 - 13.50 to 14.10Mill and fill with 1.75" asphalt concreteUrban Paving Program	LOG 68 D & SR 47 - See description	7/13/2017	7/24/2017		10/15/2017	\$378,603.95
100932	LOG SR 235/274 17.46/0.00	Resurfacing, Undivided System	Smooth seal SR 235 and SR 274 in Logan County.	LOG SR 235 SLM 17.46 to 24.48 & LOG SR 274 SLM 0.00 to 4.78	9/21/2017	10/2/2017		6/30/2018	\$1,587,286.98
99081	D07 Rural HS 2 Lane FY18	Herbicide Spraying	Apply herbicides along roadside for weed control on 2 lane highways - 1 year contract.	AUG/LOG/CHP	10/5/2017	10/16/2017		7/15/2018	\$126,500.00



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Date: July 7, 2017

To: LUC Executive Committee

From: LUC Building Committee

RE: New Building Lease Guide

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The lease for LUC space in the new building is in a form ready for execution. Below are some frequently asked questions to help better understand the lease.

When LUC first got into this deal with the MOU last year, there were three parties involved, why are there only two now?

*Honda of America Mfg. Inc., which owns the land under the TRC Welcome Center, is the "missing" party. Honda has not really "gone missing;" it has just taken a step back. Honda has a ground lease with Transportation Research Center, Inc. This lease is between TRC and the Logan-Union-Champaign Regional Planning Commission for space inside the TRC Welcome Center Property.*

From LUC's perspective, is the new LUC space similar to owning a condominium?

*No, it is a lease. The instrument that will allow LUC occupancy is similar to a "proprietary lease". The structure and details of this lease are unique and customized to this deal. The LUC deposit is a main factor that sets this deal apart from standard leasing.*

What is the purpose of the \$340,000 LUC deposit?

*The deposit serves as a way to participate financially with this development. It also serves to discount the base rent for the first 15 years of the lease term, and eliminate the base rent after year 15. In the event of termination before year 15, LUC will be reimbursed the remaining amount of the deposit. There is also the potential payout at the end of year 25 if the lease is not extended.*

9676 E. Foundry St, PO Box 219  
East Liberty, Ohio 43319

• Phone: 937-666-3431 • Fax: 937-666-6203  
• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)

How long is the lease term, and can it be extended?

*The initial lease term is twenty-five (25) years. The lease can be extended after that for an additional ten (10) years. Subject to the terms of the Ground Lease, there are no limitations on the number of times the Parties may extend the term.*

How much does the base rent cost, and how long does LUC have to pay it?

*The base rent is \$14,617 annually through year 15. The base rent ceases in year 16 of the lease term. If LUC extends after year 25 there will be no base rent.*

What is “additional rent,” and how much does it cost?

*Additional rent covers the operating expenses like utilities, custodial, common area maintenance, etc. The cost for the first year is \$23,607, and it will be adjusted based on actual expenses in future years.*

Does the additional rent cover capital improvements as the building ages?

*No, LUC will be responsible for a 14% share of the ongoing capital investments made in connection with the Welcome Center Property that benefit LUC. LUC may pay the Ongoing Capital Investment Share either as a lump sum payment or as an adjustment to its monthly Additional Rent.*

What impact will this lease have on the LUC budget?

*The lease will significantly affect the budget. Most of the accumulated carryover dollars will be spent as the aforementioned deposit, and LUC will need to reevaluate its budget.*

Is the existing building that LUC uses on E. Foundry St. in East Liberty part of this deal?

*No. The 9676 E. Foundry St. building will have to go through a real estate disposition process that depends on the agreement of the three LUC counties that currently own it. LUC paid for a recent appraisal. Champaign County has waived their interest in their share of any proceeds from a sale, and designates those proceeds to LUC. The Building Committee suggests a goal of 12/1/2017 to have all counties in agreement on a disposition method and allocation of proceeds.*

**LEASE AGREEMENT**

**BETWEEN**

**TRANSPORTATION RESEARCH CENTER INC.  
"TRC INC."**

**AND**

**LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION  
"LUC"**

**TRANSPORTATION RESEARCH WELCOME AND CONFERENCE CENTER  
EAST LIBERTY, OHIO**

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Exhibit A - Site Plan  
Exhibit B - Legal Description  
Exhibit C - Construction Provisions  
Exhibit D - Prohibited Uses

**TRANSPORTATION RESEARCH WELCOME AND CONFERENCE CENTER**  
**EAST LIBERTY, OHIO**

**LEASE**

**THIS LEASE** is made by and between **Transportation Research Center Inc.**, a 501(c)(3) non-profit corporation organized under the laws of the State of Ohio (hereinafter referred to as "TRC INC.") and **Logan-Union-Champaign Regional Planning Commission**, a governmental entity formed and existing pursuant to the provisions of §731.21 of the Ohio Revised Code (hereinafter referred to as "LUC"), in connection with the Welcome Center Building, for the lease to LUC of the "Premises" (specifically identified as the "LUC Space") on the terms and conditions and with and subject to the covenants and agreements of the Parties hereinafter set forth. TRC INC. and LUC are collectively hereinafter referred to as the "Parties."

**RECITALS**

A. Honda of America Mfg. Inc., an Ohio corporation (hereinafter referred to as "Honda") is the owner of a +/- 4.9 acre tract of land in East Liberty, Perry Township, Logan County, Ohio, further described in Exhibit B, attached hereto and incorporated herein. Hereinafter, this parcel shall be referred to as the "Welcome Center Property."

B. TRC INC. is an entity that, pursuant to a series of ground leases and leases, operates a vehicle testing facility on and from land owned by Honda that includes and is adjacent to and near the Welcome Center Property.

C. Honda and TRC INC. have executed a ground lease (hereinafter referred to as the "Ground Lease") whereby Honda has (1) agreed to a long-term lease of the Welcome Center Property to TRC INC. and (2) consented to the transaction detailed by this Lease. This Lease is at all times subject to all restrictions and requirements contained in the Ground Lease.

**NOW, THEREFORE**, in consideration of the mutual provisions of the Parties and other good and valuable consideration, TRC INC. and LUC agree as follows:

**ARTICLE I**  
**GRANT AND TERM; CONSTRUCTION**

**Section 1.01 Leased Premises**

(a) This Lease shall be effective and binding on TRC INC. and LUC, and enforceable in accordance with its terms, as of the Date of final execution of this Lease (the "Date of Lease"). Subject to all of the other terms and provisions of this Lease, TRC INC., in consideration of the Deposit and the Rent (both as hereinafter defined) to be paid and the covenants to be performed by LUC, as LUC, does hereby demise and lease unto LUC, and LUC hereby rents and hires from TRC INC., those certain premises designated in Exhibit "A" hereof (hereinafter referred to as the "Premises" and the "LUC Space") in the development to be known as the Transportation Research Welcome and Conference Center, situated in the Village of East Liberty, Logan County, Ohio (the "Welcome Center Building"), subject to the terms hereof and other matters, agreements, covenants, restrictions and easements of record. The approximate location of the Premises is shown on the site plan of the Transportation Research Welcome Center which is attached hereto as Exhibit "A" (the "Site Plan"). A legal description of

the property on which the Premises is located is attached hereto as Exhibit "B". The Site Plan is simply a representation of the general location of the LUC Space within the Welcome Center Building.

(b) The exterior walls and the roof of the Premises and the area above and beneath the Premises are not demised hereunder, and the use thereof together with the right to locate, both vertically and horizontally, install, maintain, use, repair and replace pipes, utility lines, ducts, conduits, flues, refrigerant lines, drains, sprinkler mains and valves, access panels, wires and structural elements leading through the LUC Space serving other parts of the Welcome Center Building in areas which do not materially, adversely affect LUC's use of the LUC Space, is hereby reserved unto TRC INC. and excluded from the grant of this Lease. In addition, the areas above LUC's finished ceiling to the roof, or to the bottom of the floor deck above the LUC Space, and below the floor of the LUC Space are excluded from the grant of this Lease, and TRC INC. reserves the right for general access purposes and in connection with the exercise TRC INC.'s other rights under this Lease or the Ground Lease in connection with said areas.

(c) TRC INC. reserves the right at any time, and from time to time, to make alterations to the Welcome Center Building in which the LUC Space will be located, and to construct other buildings and improvements on the land where the Welcome Center Building is being constructed, including any modifications of the Common Areas (as hereinafter defined), to enlarge or reduce the Welcome Center Building, to add decks or elevated parking facilities, and to sell or lease any part of the land comprising the Welcome Center Property for the construction thereon of building(s) which may or may not be part of Welcome Center Building, provided that such alterations or buildings do not materially, adversely affect access to, or visibility of, the LUC Space. TRC INC. reserves the right to reconfigure the Welcome Center Building, Common Areas, walkways, parking areas and other improvements shown on the Site Plan, provided that the same does not materially, adversely affect access to, or visibility of, the LUC Space. In the event TRC INC. elects to enlarge the Welcome Center Building, any additional area shall be included in the definition of the Gross Interior Area for purposes of this Lease.

(d) TRC INC. warrants that the Welcome Center Building in which the LUC Space will be located will meet all local and national codes on the Occupancy Date and that the mechanical, HVAC, electrical and plumbing systems shall be in good working order.

## **Section 1.02 The LUC Deposit**

Within thirty (30) days of the execution of this Lease, LUC shall deposit the sum of Three Hundred Forty Thousand Dollars (\$340,000.00) with TRC INC.. This payment shall hereinafter be referred to as the "LUC Deposit."

Upon receipt of the LUC Deposit, TRC INC. shall have the right to use those funds for the development of the Welcome Center Property and construction of the Welcome Center Building in accordance with the provisions of Attachment C, but shall remain indebted to LUC for the amount of the LUC Deposit.

Upon payment of the LUC Deposit, TRC INC. shall apply a discount to the Base Rent due under this Lease in connection with the LUC Deposit, discounting each monthly installment of Base Rent for the first 15 years of the Term. In the event the Lease is terminated before the

end of the fifteenth year of the Term, TRC INC. shall pay to LUC the remaining amount of the LUC Deposit for which LUC has not received a credit.

### **Section 1.03 Length of Term**

(a) This Lease shall be effective and binding upon TRC INC. and LUC on the Date of Lease set forth in Section 1.01(a) hereof, although no Rent shall be charged or payable until the Commencement Date. The Term shall commence on September 1, 2017 (the "Commencement Date") and shall be for a term of twenty-five (25) years, unless this Lease is sooner terminated or extended as hereinafter provided.

(b) TRC INC. and LUC may, upon mutual agreement, extend the Term for a period of ten (10) years at a rental amount agreed to by both Parties which shall consist of Additional Rent payments and LUC's Ongoing Capital Investment Share (as defined herein), but shall not include any Base Rent payments, and shall otherwise be subject to the terms and conditions of this Lease. LUC shall provide TRC INC. with written notice of its desire to extend the Term at least six (6) months prior to the expiration of the Term. Subject to the terms of the Ground Lease, there are no limitations on the number of times the Parties may extend the Term pursuant to this Section.

(c) In the event this Lease is not extended upon the expiration of the initial Term, the Parties agree that an appraisal of the Welcome Center Property shall be commissioned for use in determining whether LUC is entitled to further recoupment in connection with the LUC Deposit.

**Commented [1]:** Pursuant to TRC email, TRC and LUC were going to discuss further the process for the appraisal method.

### **Section 1.04 TRC INC.'s Right to Terminate Lease**

Notwithstanding any other provision of this Lease, TRC INC. (or its successor in ownership of the Welcome Center Property) shall have the right and the power to elect to terminate this Lease (1) upon default by LUC of any material term of this Lease provided, however, that for any non-monetary default LUC shall be entitled to written notice that specifies the circumstances constituting default, and an opportunity to cure such default within thirty (30) calendar days following the date of delivery of such default notice; provided, however, that if the default by LUC is of such nature that the same cannot reasonably be cured within such thirty (30) day period, no default shall be deemed to have occurred if LUC commences such performance within said thirty (30) day period and thereafter diligently undertakes to continue such performance until the default is cured or (2) if the Ground Lease between TRC INC. and Honda is terminated for any reason, provided that LUC shall receive written notice of termination as soon as reasonably possible prior to such termination of the Ground Lease by Honda or TRC INC.. In the event this Lease is terminated for any reason, LUC shall have sixty (60) days, commencing upon the date of termination, to remove all of its property from and otherwise exit the Welcome Center Property.

### **Section 1.05 LUC's Right to Terminate Lease**

Notwithstanding any other provision of this Lease, LUC shall have the right and the power to elect to terminate this lease upon default by TRC INC. of any material term of this Lease, provided, however, that TRC INC. shall be entitled to written notice that specifies the circumstances constituting default and an opportunity to cure such default within thirty (30) calendar days following the date of delivery of such default notice; provided, however, that if the default by TRC INC. is of such nature that the same cannot reasonably be cured within such

thirty (30) day period, no default shall be deemed to have occurred if TRC INC. commences such performance within said thirty (30) day period and thereafter diligently undertakes to continue such performance until the default is cured.

#### **Section 1.06 Return of LUC Deposit**

If TRC INC. or LUC terminates this Lease as provided in this Article I during the initial Term, TRC INC. shall pay LUC the remaining amount of the LUC Deposit for which LUC has not yet received a credit towards Base Rent; provided however, in the event such termination is caused by LUC's default of the Lease, LUC shall not be entitled to any return of the LUC Deposit..

### **ARTICLE II** **RENT**

#### **Section 2.01 Base Rent**

The base rent ("Base Rent") during the first fifteen (15) calendar years following the Commencement Date, shall be the monthly sum of Three Thousand One Hundred Seven Dollars (\$3,107.00); provided, however, based on the LUC Deposit, the Base Rent shall be discounted during this period to the sum of One Thousand Two Hundred Eighteen Dollars (\$1,218.00), which sum shall be payable by LUC in equal consecutive monthly installments due on or before the first day of each month, in advance, to TRC INC. at TRC INC.'s Financial Office or such other place as TRC INC. may designate, such payments to be made without any deductions or setoff whatsoever.

On the first day of the sixteenth calendar year of the Lease, and on the first day of each consecutive calendar year thereafter, LUC shall have no obligation to pay Base Rent under this Lease, but shall continue to make Additional Rent payments pursuant to Section 2.02 and pay its Ongoing Capital Investment Share throughout the Term.

#### **Section 2.02 Additional Rent**

LUC shall pay as additional rent the following Operating Expense rent ("Additional Rent").

As used in this Lease, the term "Operating Year" means a twelve (12) month period beginning on January 1 and ending on December 31 of the same calendar year. LUC shall pay Additional Rent for each Operating Year or for that part of the Operating Year falling within the Lease Term. Such Additional Rent shall be paid monthly, in advance, and based upon budgeted costs, and shall be reconsidered annually and based on LUC's proportionate share of the Operating Expense (as defined herein) of the Welcome Center Property. LUC's proportionate share shall be based on the floor area of the LUC Space divided by the floor area of the Welcome Center Building--calculated to be 14%. For the initial Operating Year, LUC shall pay a monthly Additional Rent amount of \$1,967.00 based on the estimated annual budgeted expenses of \$23,607.00. Such Additional Rent for any Operating Year which does not fall entirely within the Lease Term shall be the amount of Additional Rent computed for that entire Operating Year multiplied by a fraction, the numerator of which is the number of days in that Operating Year which fall within the Lease Term and the denominator of which is three hundred sixty-five (365). Notwithstanding the foregoing, in the event that future additions are made to the Welcome Center Property, LUC's proportionate share shall remain 14%; provided, however,

if LUC utilizes and benefits from such future additions, LUC's proportionate share shall be increased accordingly to account for the increased Operating Expenses due to the future additions.

On or before the end of each month during the Term, or as soon thereafter as reasonably practical, TRC INC. shall give LUC a Statement ("Statement") showing LUC the amount of actual Operating Expenses for the previous month. Delay by TRC INC. in providing to LUC any Statement shall not relieve LUC from the obligation to pay any Operating Expense increase upon the rendering of such Statement. If LUC's proportionate share of Operating Expenses for such calendar month proves to be greater than the estimated amount, TRC INC. shall invoice LUC for the deficiency as soon as practicable after the amount of underpayment has been determined, and LUC shall pay such deficiency to TRC INC. within thirty (30) days following its receipt of such invoice. If, however, LUC's proportionate share of Operating Expenses for such month is lower than the estimated amount, LUC shall receive a credit toward the next ensuing monthly payment or payments of the estimated amount of LUC's proportionate share of Operating Expenses in an amount of such overpayment until depleted, provided however that (i) in no event shall LUC's proportionate share of Operating Expenses be deemed to be less than zero, and (ii) in the event of the expiration or other termination of this Lease, LUC shall be refunded such overpayment within thirty (30) days thereafter after the amount of overpayment has been determined.

The term "Operating Expense" as used in this Lease means all costs and expenses of operating, maintaining and repairing the Welcome Center Property, Common Areas, Auditorium and the immediately surrounding land, as such costs and expenses would be incurred by a reasonable and prudent operator of an office building in the State of Ohio, and shall include without limitation the following costs and expenses of TRC INC. with respect to the Welcome Center Property, all as determined on an accrual basis:

- a) All insurance premiums;
- b) Trash removal, water, gas, heat, chilled water, electricity, and sewer;
- c) Custodial and landscaping services; Custodial and landscaping services;
- d) License, permit and inspection fees;
- e) A pro rata share of wages and salaries of operating personnel (property manager, administrative staff and maintenance staff providing service to the Welcome Center Property); and commercially reasonable management fees;
- f) All taxes, assessments, and governmental or other charges which are levied, assessed, or otherwise imposed against the Welcome Center Property, personal property or rents, or on the right or privilege of leasing the Welcome Center Property by any federal, state, county, or municipal government or by any special sanitation district or by any other governmental or quasi-governmental entity that has taxing or assessment authority, and any other taxes and assessments attributable to the Welcome Center Property or its operation;
- g) Legal fees for services that are of general benefit to the Welcome Center Property or its tenants;

- h) The cost of all materials and supplies, including without limitation charges for computers, telephones, telecopiers, postage, stationery supplies and other materials and services, required for the routine operation of the Welcome Center Property;
- i) The cost of all repairs to and routine maintenance of the Welcome Center Property, including without limitation the cost of materials, supplies, tools and equipment used in connection therewith;
- j) Costs incurred in the operation, inspection and servicing of the Welcome Center Property, including without limitation costs paid pursuant to contracts for outside maintenance, the cost of elevator, electrical, plumbing, heating, air conditioning and mechanical equipment, and the cost of materials, supplies (including lamps, bulbs, starters and ballasts used in the suites of tenants of the Welcome Center Property), tools and equipment used in connection therewith;
- k) The cost of all services used in the operation and maintenance of the Welcome Center Property; and
- l) All other costs and expenses that are necessary or desirable to be incurred in connection with operating and maintaining the Welcome Center Property in a good and reasonable manner and condition.

Operating Expense shall not include:

- a) the costs of security or receptionist services provided to the Welcome Center Building by TRC INC.;
- b) the cost of utilities and other services to the extent that such services are sold to and separately paid for by any tenant in the Welcome Center Property;
- c) any costs and expenses that are reimbursed by insurance proceeds (to the extent of such reimbursement); and
- d) any costs incurred by TRC INC. for leasing commissions, tenant alterations, depreciation and capital improvements to the Welcome Center Property, except that Operating Expense shall include the annual amortization over its anticipated useful life of the cost of any capital improvements (including any interest and other financing charges thereon) falling within any of the following categories: (i) a labor-saving or energy-saving device or improvement which eliminates any other component of Operating Expense or which reduces any such Operating Expense from the costs that would have been incurred had such device or improvement not been installed; (ii) an installation or improvement required by reason of any law, ordinance or regulation, which requirement did not exist on the date of this Lease and is generally applicable to similar office buildings; or (iii) an installation or improvement which directly enhances the safety or welfare of tenants in the Welcome Center Property generally.



### **Section 2.03 Ongoing Capital Investment Share**

In addition to Base Rent and Additional Rent, LUC shall be responsible for payment of a 14% share of the ongoing capital investments made in connection with the Welcome Center Property that benefit LUC ("Ongoing Capital Investment Share"). LUC may pay the Ongoing Capital Investment Share either as a lump sum payment or as an adjustment to its monthly Additional Rent. If LUC elects to pay the Ongoing Capital Investment Share as an adjustment to its monthly Additional Rent, such adjustment shall be subject to an interest charge equal to the interest rate TRC INC. is paying in connection with the ongoing capital investments. Notwithstanding the foregoing, any capital investments that do not benefit LUC shall not be included in LUC's Ongoing Capital Investment Share.

### **Section 2.04 Payments**

"Rent" shall be defined in this Lease as (a) Base Rent, (b) Additional Rent and (c) all other charges or payments of whatever nature required to be paid by LUC to TRC INC. under this Lease. Other than the payment or deposit reduction of the Base Rent and Additional Rent, which shall be due and payable as set forth above, all charges of whatever nature required to be paid by LUC under this Lease, shall, unless otherwise specified, be due and payable ten (10) days after demand, without any deductions or setoff whatsoever, in the manner and at the place where Base Rent is payable. Any amount due from LUC to TRC INC. under this Lease which is not paid when due shall bear interest at eight percent (8%) per annum, from the date due until paid.

## **ARTICLE III COMMON AREAS**

### **Section 3.01 Operation and Maintenance of Common Areas**

TRC INC. shall cause to be operated and maintained during the Term all Common Areas within the Welcome Center Property. The manner in which such areas and facilities shall be operated and maintained, and the expenditures therefore, shall be at the reasonable discretion of TRC INC. and the use of such areas and facilities shall be subject to such reasonable, non-discriminatory, rules and regulations as TRC INC. shall make and provide to LUC in writing from time to time. TRC INC. may at any time close temporarily any Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area, and may do such other acts in and to the Common Areas as in the judgment of either one of them may be desirable, provided that the same do not materially, adversely affect access to the Welcome Center Property.

### **Section 3.02 Common Areas Defined**

The term "Common Areas," as used in this Lease, shall mean the following areas within and or adjacent to the Welcome Center Property, parking areas, roadways, pedestrian sidewalks and walkways, pedestrian passage areas, driveways, public transportation loading and unloading facilities, truck-ways, signage, traffic control facilities, retaining walls, loading docks, delivery areas, landscaped areas, community rooms, office facilities, berms, elevators, escalators, stairs, ramps and vertical transportation facilities not contained within any leased premises, public restrooms and comfort stations, customer service areas, service areas, service and fire and exit corridors, passageways and other areas, amenities, decorations, facilities and improvements designated by TRC INC. for the benefit of users of the Welcome Center Property.

### **Section 3.03 Auditorium**

The space in the Welcome Center Building that is highlighted and labeled as the "Auditorium" on the drawings that are part of Attachment 1 is separate and apart from the Common Areas of the Welcome Center Property.

### **Section 3.04 Parking**

Any parking areas within the Welcome Center Property are for the joint use of TRC INC. and LUC and their joint guests and invitees. Parking areas may not be used for storage of any kind without expressed written consent of TRC INC..

### **Section 3.05 Use of Common Areas**

(a) LUC's use and occupancy of the Welcome Center Property shall include the use of the Common Areas in common with TRC INC. and with all others for whose convenience and use of the Common Areas have been or may hereafter be provided by TRC INC.; subject, however, to reasonable, non-discriminatory rules and regulations for the use thereof as prescribed from time to time by TRC INC., including the right of TRC INC. to determine the hours and mode of operation of the elevators, escalators and vertical transportation facilities.

(b) TRC INC. reserves the right, from time to time, to utilize portions of the Common Areas for reasonable commercial purposes, provided the same does not permanently, materially and adversely affect LUC's access to, or use of, the Welcome Center Property.

## **ARTICLE IV** **CONDUCT OF BUSINESS BY LUC**

### **Section 4.01 Use of Welcome Center Property**

TRC INC. has specifically relied upon the identity, skill and experience of LUC in entering into this Lease with LUC. LUC recognizes that its use of the Welcome Center Property for the housing of its office staff and members and for the performance of its governmental functions and its compliance with the particular provisions of this Article IV forms a material inducement to TRC INC. to enter into this Lease, and LUC therefore specifically covenants that it will strictly adhere to these provisions. LUC shall secure and maintain any governmental license or permit required for the conduct of its business or other activity carried on in the Welcome Center Property. In no event shall LUC use the Welcome Center Property or any portion thereof for the Prohibited Uses set forth on Attachment 4 attached hereto, the terms of which are incorporated herein by this reference.

### **Section 4.02 Operation of Business**

(a) LUC shall continuously use and occupy the LUC Space during the Term solely for the purpose of conducting the business specifically set forth in Section 4.01 above, and for no other purpose. LUC agrees that it will conduct its business in good faith and will not do any act tending to injure the reputation of TRC INC..

(b) TRC INC. shall provide LUC with meeting space that will accommodate at least forty (40) people in either the Auditorium or a conference room within the Welcome Center Building for LUC's regularly scheduled meetings and for any special meeting that LUC may

schedule. LUC shall have exclusive use of the entire Auditorium for its annual meeting to be held every November. If LUC requires meeting space for any event not described in this Subsection 4.02(b), LUC shall submit a request for such use to TRC INC. at least thirty (30) days prior to the date of need, and TRC INC. shall not unreasonably deny such a request.

(c) LUC, at LUC's expense, shall promptly comply with all present and future laws, regulations and requirements of all governmental authorities affecting or applicable to its operations and use of the Welcome Center Property. LUC shall not use or allow the Welcome Center Property to be used for any illegal, improper, immoral or objectionable purposes. LUC shall promptly and fully comply with all laws prohibiting discrimination or segregation.

(d) LUC shall not cause or permit the use, generation, storage, treatment or disposal in, on or about the Welcome Center Property of any pollutant, contaminant, waste, hazardous, toxic or radioactive substance or material (collectively, "Hazardous Materials") except in a manner and quantity necessary for the ordinary performance of LUC's business provided that LUC shall comply with all environmental laws relating to the use, storage or disposal of any such Hazardous Materials. Upon notice from TRC INC., LUC shall promptly, at its cost and expense, (A) conduct all reasonable investigations into the possible presence of and remove from the Welcome Center Property, and any property in the vicinity thereof, any Hazardous Materials installed, created or introduced by, whether directly or indirectly and whether in whole or in part, either LUC, its employees, contractors or agents, or others at LUC's sufferance or with LUC's permission, (B) restore and repair any damage to the Welcome Center Property, and any property in the vicinity thereof, caused, directly or indirectly and whether in whole or in part, by the presence or removal of such Hazardous Materials, and (C) fully remedy any conditions arising from or relating to, whether directly or indirectly and whether in whole or in part, such Hazardous Materials or LUC's violation of this Section. Without limiting the foregoing, LUC shall have sole and exclusive liability for the release or disposal of any substances, materials or wastes (whether Hazardous Materials or otherwise) at the Welcome Center Property by LUC's employees, contractors, invitees or agents. This Section shall survive the termination or expiration of this Lease.

(e) LUC shall not cause or permit noise or odors in the Welcome Center Property which are objected to by TRC INC. and, upon written notice from TRC INC., LUC shall immediately cease and desist from causing or permitting such noise or odor. LUC shall not commit or suffer to be committed any waste or nuisance upon the Welcome Center Property and shall not place a load upon any floor of the Welcome Center Building which exceeds the floor load per square foot which such floor was designed to carry. LUC shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other owner or occupant of the Welcome Center Property.

(f) LUC shall not install any radio or television or other similar devices exterior to the Welcome Center Building and shall not erect any aerial, satellite dish or other similar device on the roof or exterior walls of any building within the Welcome Center Property without the approval of TRC INC..

(g) Without the written consent of TRC INC., LUC shall not permit the use of any portion of the Welcome Center Property for solicitations, demonstrations or itinerant vending or any activity inconsistent with standards of ordinary and reasonable office practices as determined by TRC INC.; LUC and LUC's employees and/or agents shall not solicit business or distribute any hand bills or other advertising matter or samples outside of the LUC Space and

LUC shall not permit the use of any portion of the Welcome Center Property as sleeping quarters, lodging rooms or for any unlawful purpose.

#### **Section 4.03 Care of LUC Space**

LUC, at LUC's expense, shall at all times keep the LUC Space orderly, neat, safe, clean and free from rubbish and dirt and vermin, and shall store all trash, garbage and other solid waste within the Welcome Center Building at the locations and in the manner specified by TRC INC.. TRC INC. may direct the use by LUC, at LUC's expense, of solid waste disposal contractors at such intervals as they may require. If TRC INC. shall provide or contract for any services or facilities for solid waste pickup, then LUC shall be obligated to use the same and shall pay a proportionate or allocated share of the reasonable and competitive expense thereof within thirty (30) days after being billed therefor. If TRC INC. elects not to provide such services, LUC shall arrange for the regular pickup of all solid waste at LUC's expense. If LUC fails to keep the LUC Space in the condition as stated in this Section 4.03, then TRC INC. may, after thirty (30) days written notice (except in the case of emergency in which no notice shall be required), take all appropriate action to cure such failure and LUC shall reimburse TRC INC. as Additional Rent for all reasonable costs incurred by TRC INC. relating thereto within thirty (30) days after receipt of an invoice therefor.

### **ARTICLE V** **LUC SPACE UTILITIES AND SERVICES**

#### **Section 5.01 Exclusive Utility Charges; Services**

(a) LUC shall be solely responsible for and promptly pay all charges for telecommunications, internet and any other utilities or services furnished exclusively to the LUC Space. TRC INC. shall pay directly for the foregoing utilities used upon or furnished to the Welcome Center Property and LUC Space and LUC agrees to pay for such utilities within ten (10) days of the presentation by TRC INC. to LUC of an invoice reflecting the actual costs of such utilities. LUC's obligation to pay for such utilities shall commence upon the Commencement Date.

(b) TRC INC. shall not be liable to LUC for any loss, damage or expense which LUC may sustain if the quality or character of utilities used upon or furnished to the Welcome Center Property are no longer available or suitable for LUC's requirements, or if utilities are interrupted as a result of actions by the utility companies or any other cause. TRC INC., at any time at its discretion and upon not less than ninety (90) days' prior written notice to LUC, may discontinue the furnishing of any utility then supplied to the Welcome Center Property by TRC INC. and, in such case, LUC shall contract for the supply of such utility with the applicable utility company supplying such utility. Any furnishing by TRC INC. of any utilities shall be conditioned upon the availability of adequate sources. TRC INC. shall have the right to reduce water, heat, lighting and air conditioning within the Welcome Center Property as required by any mandatory or voluntary fuel or energy saving allocation, or any similar statute, regulation, order or program, without such action diminishing LUC's obligations hereunder.

(c) LUC agrees to operate its heating, ventilating and air conditioning system(s) serving the Welcome Center Building during business hours to maintain comfortable conditions in accordance with all reasonable requirements of TRC INC.

**ARTICLE VI**  
**SIGNS**

**Section 6.01 Signs**

TRC INC. and LUC shall mutually agree upon the design and location of an exterior sign to identify LUC's office location. The sign shall be of professional quality and reasonable size, and shall comply with all applicable state, county or local laws, city ordinances, and zoning. The design of the sign shall be submitted to TRC INC. at least thirty (30) calendar days prior to the placement and installation for TRC INC.'s approval, and such approval shall not be unreasonably delayed or withheld.

**ARTICLE VII**  
**MAINTENANCE OF THE WELCOME CENTER PROPERTY**

**Section 7.01 TRC INC.'s Obligations for Maintenance**

(a) TRC INC. shall keep and maintain in a professional appearance and in good order, condition and repair, the Welcome Center Property, Common Areas, Auditorium, and every part thereof, and any and all fixtures, equipment, improvements and appurtenances thereto wherever located which serve the Welcome Center Building, and all other repairs, replacements, renewals and restorations in connection with the operation of the Welcome Center Building. TRC INC. shall be reimbursed for the same as Additional Rent.

(b) TRC INC. shall keep and maintain the foundation, the outer walls and roof of the Welcome Center Building in which the LUC Space is to be located in good repair and TRC INC. shall be reimbursed for the same as Additional Rent. LUC, upon demand by TRC INC., shall reimburse TRC INC., as Additional Rent, for any such repairs occasioned by the act or negligence of LUC, its agents, employees, invitees, licensees or contractors.

**Section 7.02 LUC's Obligations for Maintenance**

LUC shall keep and maintain the LUC Space in a clean, sanitary and safe condition in accordance with all laws and in accordance with all directions, rules and regulations of officials of all governmental agencies, all at the sole cost and expense of LUC. At the time of the expiration or sooner termination of the tenancy created herein, LUC shall surrender the LUC Space in good order, condition and repair, ordinary wear and tear and damage by casualty excepted.

**Section 7.03 Alterations**

(a) Subject to the terms of the Ground Lease, LUC shall not make or cause to be made any alterations, additions or improvements to any part of the LUC Space without the prior written approval of TRC INC. in each instance, such consent shall not be unreasonably withheld, delayed or conditioned. LUC shall present to TRC INC. plans and specifications in triplicate along with any draft requests to government agencies and authorities with respect to necessary approvals for such work at the time approval is sought in a form acceptable to TRC INC. Notwithstanding the foregoing to the contrary, with respect to interior improvements to the LUC Space which do not involve structural or mechanical elements, signage or other work readily visible from the outside of the LUC Space, TRC INC.'s consent shall not be required if such improvements cost less than \$20,000.00 in any calendar year. Notwithstanding the

foregoing, TRC INC.'s consent pursuant to this Section is subject to Honda's consent pursuant to the Ground Lease.

(b) All alterations, additions and improvements made by LUC, including without limitation, all plumbing, electrical and HVAC systems, fixtures and components, shall be deemed to have attached to the leasehold and to have become the property of TRC INC. upon such attachment. Upon expiration of this Lease, LUC shall not remove any of such alterations, additions or improvements. Notwithstanding the foregoing to the contrary, TRC INC. may, at any time during the Term, designate by written notice to LUC those alterations, decorations, additions, improvements or trade fixtures which shall be removed by LUC at the expiration or termination of the Lease, and LUC shall promptly remove the same and repair any damage to the Welcome Center Property and LUC Space caused by such removal.

(c) LUC shall keep the LUC Space and Welcome Center Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for LUC, and agrees to bond against or discharge any such lien (including, without limitation, any construction, mechanic's or materialman's lien) within twenty (20) days after written request therefor by Honda or TRC INC. and if LUC fails to do the same, Honda and/or TRC INC. may take whatever steps either of them deem necessary to cause the removal or release of such lien. LUC shall reimburse Honda or TRC INC. for any and all costs and expenses which may be incurred by Honda or TRC INC. by reason of the filing of any such liens and/or the removal of same, such reimbursement to be made within ten (10) days after written notice from Honda or TRC INC. to LUC. Neither Honda or TRC INC.'s interest in the Welcome Center Property shall be subject to a lien for any improvements made by LUC, or for any work done or materials furnished to the Welcome Center Property at LUC's request and LUC shall notify any contractor employed by LUC to do work on or furnish materials to the Welcome Center Property prior to LUC's entering into a contract with any such contractor, that neither Honda nor TRC INC.'s interest in the Welcome Center Property is subject to such a lien. LUC shall file and provide copies of any notice of commencement as required by law.

## **ARTICLE VIII**

### **INSURANCE AND INDEMNITY**

#### **Section 8.01 LUC's Insurance**

(a) LUC shall, at its sole cost and expense, commencing with the date the LUC Space shall be made available for occupancy by LUC, procure, pay for and keep in full force and effect: (i) commercial general liability (ISO form or equivalent) policy, with limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate, with a per-location aggregate, listing TRC, Inc., its officers, directors and employees as additional insureds with primary coverage;; (ii) special form property insurance, including loss, damage and theft of LUC's property kept on premises, written on a replacement cost basis; and (iii) workers' compensation coverage as required by law.

(b) All of LUC's policies of insurance shall be written on an occurrence basis by responsible insurance companies with a Best rating of at least A-XI. Certificates of insurance shall be issued to TRC, INC., shall reflect TRC, INC.'s status as additional insured, and shall afford 30 days' notice to be provided to TRC INC. upon cancellation or nonrenewal of required insurance (10 days if cancelled due to nonpayment of premium). TRC INC. may, at any time, upon reasonable request, inspect and/or copy any and all insurance policies required to be procured by LUC hereunder.

(c) LUC shall not store or carry any item or do anything in or about the Welcome Center Property which will in any way tend to increase the insurance rates on the Welcome Center Property. If LUC installs any electrical equipment that overloads the lines in the Welcome Center Building, LUC shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities. If anything done, omitted to be done or suffered to be done by LUC shall cause the rate of fire or other insurance on the property of TRC INC. to be increased beyond the minimum rate applicable to the use permitted under this Lease, LUC will pay the amount of any increases.

#### **Section 8.02 TRC INC.'s Insurance**

TRC, INC. shall carry general liability insurance covering its liabilities as relate to the Welcome Center Building. TRC, INC. shall further carry special form property insurance on the Welcome Center Building. TRC, INC. shall issue certificates of insurance evidencing this insurance is in place upon reasonable request of LUC.

#### **Section 8.03 Waiver of Liability**

Each party hereby waives any rights of recovery they may otherwise have had against the other for loss or damage to person or property, but only to the extent covered under insurance carried, or required hereunder to be carried, by either party. Each party shall further ensure their insurer(s) shall honor such waiver, and shall not subrogate.

#### **Section 8.04 Covenant to Hold Harmless**

Tenant shall indemnify Honda, The Ohio State University and TRC INC., their officers, directors, members, beneficiaries, partners, representatives, agents and employees, and save them harmless from and against any and all claims, actions, damages, liability, costs and expenses, including attorneys' fees arising from or out of (a) any occurrence in, upon or about the Welcome Center Property, (b) the occupancy or use by Tenant of the Premises, (c) Tenant's failure to comply with any provision of this Lease, (d) any act or omission of Tenant, its agents, contractors, suppliers, employees, servants, customers or licensees and any person or entity conducting business in the Premises, or (e) any Hazardous Materials installed or introduced onto the Welcome Center Property by Tenant (or by others at Tenant's sufferance or with Tenant's permission). For the purpose hereof, the Welcome Center Property shall include any service areas adjoining the same. All property kept, stored or maintained on the Welcome Center Property shall be so kept, stored or maintained at the risk of Tenant. In case Honda, TRC INC. or any other party so indemnified shall, without fault, be made a party to any litigation commenced by or against Tenant, or if Honda, TRC INC. or any such party shall, in its sole discretion, determine that it must intervene in such litigation to protect its interest hereunder, including, without limitation, the incurring of costs, expenses, and attorneys' fees in connection with relief of Tenant ordered pursuant to the Bankruptcy Code (11 USC §101 et seq.), then Tenant shall protect and hold them harmless by attorneys satisfactory to Honda and TRC INC. and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by such party in connection with such litigation. Honda and TRC INC. shall have the right to engage their own attorneys in connection with any provision of this Lease. Honda and TRC INC. shall have the responsibility to prevent, and shall not be liable to Tenant for and shall be indemnified by Tenant against, liability or loss to Tenant, its agents, contractors, customers, employees, invitees, licensees and visitors arising out of claims or losses due to theft, burglary or damage or injury to persons or property caused by persons gaining access to the Welcome Center Building or Premises, and Tenant hereby releases Honda and TRC INC. from all liability relating thereto,

regardless of any security measures (or lack thereof) for the Welcome Center Property and also whether such claims or losses are caused in whole or in part by the negligence of Honda or TRC INC.. This Section shall survive the expiration or earlier termination of the Term.

The term "Tenant" as referenced in this Section shall include any party or entity occupying the Premises, including any private party or entity which LUC assigns or subleases the Premises pursuant to this Lease; provided, however, at no time shall the term "Tenant" include LUC or any other municipality or political subdivision occupying the Premises.

## **ARTICLE IX**

### **ESTOPPEL STATEMENT, ATTORNMEN AND SUBORDINATION**

#### **Section 9.01 Estoppel Statement**

LUC shall, without charge, at any time and from time to time, within ten (10) days after receipt by LUC of written request therefor from TRC INC., or from any mortgagee deliver, in recordable form, a duly executed and acknowledged certificate or statement to the party requesting said certificate or statement or to any other person, firm, corporation or other entity designated by TRC INC., certifying: (a) that this Lease is unmodified and in full force and effect, or, if there has been any modification, that the same is in full force and effect as modified, and stating any such modification; (b) the Commencement Date and expiration date of this Lease; (c) the dates to which Rent payable hereunder by LUC has been paid and that there is no offset or defense thereto; and (d) whether or not there is then existing any claim of TRC INC.'s default hereunder and, if so, specifying the nature thereof and of any other matters relating to the status of such Lease as shall be requested.

#### **Section 9.02 Attornment**

In the event of foreclosure, or conveyance by deed in lieu of foreclosure, or exercise of the power of sale under any mortgage and/or deed of trust, or in the event TRC INC. sells, conveys or otherwise transfers its interest in the Welcome Center Property or any portion thereof containing the LUC Space or in the event that any superior lease, including but not limited to the Ground Lease, is terminated, this Lease shall remain in full force and effect and LUC hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby LUC attorns to such successor in interest and recognizes such successor as the "TRC INC." under this Lease, provided, however, that such successor shall not be bound by any payment of Rent for more than one (1) month in advance. Upon request by LUC, TRC INC. shall use good faith efforts to secure from the holder of any mortgage affecting the Welcome Center Property a written agreement wherein the holder agrees that so long as LUC is not in default of its obligations under this Lease beyond any applicable notice and cure period the holder shall recognize LUC's rights under this Lease. All Rent due under this Lease (i) has been assigned to the lessor under any superior lease, subject to the provisions of any mortgagee, which assignment shall be effective only upon the occurrence of any event of default by the lessee under such lease, (ii) shall not be paid more than one (1) month in advance, and (iii) shall, upon receipt of written notification from such lessor that such an event of default has occurred, be paid by the LUC directly to such lessor until the LUC receives other written instructions from such lessor.



### **Section 9.03 Subordination**

LUC agrees that this Lease is and shall be subordinate to any mortgages, deeds of trust, superior leases and ground leases, including the Ground Lease, that are now, or may hereafter be placed, upon the Welcome Center Property or to which the Welcome Center Property is subject and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, modifications, amendments and extensions thereof, including those agreements occurring subsequent to the execution of this Lease. LUC also agrees that any mortgagee or beneficiary may elect to have this Lease constitute a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or beneficiary to LUC to that effect, this Lease shall be deemed prior in lien to such mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. LUC agrees that upon the request of Honda, TRC INC., any mortgagee, lessor or beneficiary, LUC shall execute whatever instruments may be reasonably required by Honda, TRC INC., or by any mortgagee, lessor or beneficiary to carry out the intent of this Section.

## **ARTICLE X** **ASSIGNMENT AND SUBLETTING**

### **Section 10.01 Assignment and Subletting**

(a) LUC agrees not to assign or transfer this Lease or any estate or interest therein, and not to sublet the LUC Space or any part thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from the LUC Space or Welcome Center Property (whether as concessionaire, franchisee, licensee, permittee, LUC, department operator or otherwise), either by voluntary or involuntary act of LUC or by operation of law or otherwise without the prior written consent of TRC INC. and Honda. The restrictions of this Section shall apply to any merger, sale, consolidation or other reorganization of LUC, and any such merger, sale, consolidation or other reorganization shall be deemed an assignment of this Lease within the meaning of this Section. Notwithstanding the foregoing, TRC INC.'s consent under this Section is subject to Honda's consent pursuant to the Ground Lease.

(b) If Honda or TRC INC.'s consent is required, in the event LUC desires to sublet all or a portion of the LUC Space or assign this Lease, LUC shall give notice to Honda and TRC INC. setting forth the terms of the proposed subletting or assignment. Honda and TRC INC. shall each have the right, exercisable by written notice to LUC within sixty (60) days after receipt of LUC's notice, (i) to consent or refuse to consent thereto, and if TRC INC. fails to notify LUC, it shall be deemed to have refused to consent thereto, or (ii) if the proposed subletting is for the entire LUC Space for the balance of the Term or in the event LUC wishes to assign this Lease, to terminate this Lease.

(c) In the event LUC shall request the consent of TRC INC. to any assignment or subletting, then LUC shall pay, as Additional Rent, (i) TRC INC.'s reasonable attorneys' fees and processing fees incurred in connection therewith; and (ii) fifty percent (50%) of (a) all amounts paid by an assignee or LUC in excess of the Rent and (b) any other amounts paid by the assignee or LUC in connection with the transfer of the right to occupy the Welcome Center Building. All assignment and sublease documents shall be in form acceptable to TRC INC.. In no event shall TRC INC.'s consent to any assignment or subletting be deemed consent to any future assignment or subletting, all of which shall require TRC INC.'s consent as set for herein. Notwithstanding any assignment of this Lease, either with or without TRC INC.'s consent, LUC shall not be released and shall remain liable for their obligations hereunder.

**ARTICLE XI**  
**ACCESS BY TRC INC. AND HONDA**

**Section 11.01 Right of Entry**

Honda, in addition to all other rights and privileges set forth in the Ground Lease, and TRC INC., and all of their agents, shall have the right to enter the Welcome Center Property and LUC Space at all reasonable times upon reasonable prior notice to LUC (except in an emergency when no notice shall be required) to examine the same and to show them to prospective purchasers or mortgagees and to make such repairs, alterations, improvements or additions as Honda or TRC INC. may deem necessary or desirable, without the same constituting an eviction of LUC in whole or in part, and the Rent reserved herein shall not abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of LUC, or otherwise; provided that Honda and TRC INC. shall use reasonable efforts to minimize interference with LUC's business operations. If an excavation shall be made upon land adjacent to the Welcome Center Property, LUC shall afford to the person causing such excavation, license to enter upon the Welcome Center Property and LUC Space for the purpose of doing such work upon reasonable prior notice to LUC (except in an emergency when no notice shall be required) as said person shall deem necessary to preserve the building from injury or damage and to support the same without any claim for damages or indemnity against Honda or TRC INC., or diminution or abatement of Rent; provided that Honda and TRC INC. shall use reasonable efforts to minimize interference with LUC's business operations.

**ARTICLE XII**  
**EMINENT DOMAIN**

**Section 12.01 Total Condemnation of Premises**

If the whole of the Welcome Center Property shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such a taking, then the Term shall cease as of the day possession shall be taken by such public authority, and Rent shall be paid up to that day with a proportionate refund by TRC INC. of Rent as may have been paid in advance for a period subsequent to the date of the taking.

**Section 12.02 Partial Condemnation**

(a) If less than the whole of the Welcome Center Property shall be so taken under eminent domain, or sold to a public authority under threat or in lieu of such a taking, TRC INC. shall have the right either to terminate this Lease as of the day possession is taken by the public authority by written notice to the other within ten (10) days after such taking.

(b) In the event of such a taking which does not result in a termination of this Lease, the Rent shall be reduced in proportion to the floor area of the Welcome Center Property taken, and the Base Rent and the basis for the calculation of Additional Rent shall likewise be proportionately reduced. TRC INC. shall, at its expense, make all necessary repairs or alterations to the Welcome Center Building, so as to constitute the remaining Welcome Center Property a complete architectural unit, and LUC, at LUC's sole cost, shall similarly act with respect to LUC's improvements, trade fixtures, furnishings and equipment.

### **Section 12.03 Honda's, TRC INC.'s, and LUC's Damages**

All damages awarded for such taking under the power of eminent domain or sale under the threat or in lieu of such a taking shall belong to and be the property of Honda and TRC INC., irrespective of whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Welcome Center Property, and LUC shall not have any claim with respect thereto; provided, however, that neither Honda nor TRC INC. shall be entitled to any award specifically designated as compensation for, depreciation to, and cost of removal of, LUC's stock and trade fixtures and for moving expenses.

## **ARTICLE XIII DESTRUCTION OF WELCOME CENTER PROPERTY**

### **Section 13.01 Reconstruction of Damaged Welcome Center Property**

In the event the Welcome Center Property shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by TRC INC. so as to become partially or totally unleaseable, then the damage to the Welcome Center Property shall be promptly repaired (unless TRC INC. shall elect not to rebuild as hereinafter provided), and the Rent shall be abated in proportion to the floor area of the Welcome Center Building rendered unleaseable. Payment of full Rent so abated shall commence and LUC shall be obligated to reopen for business on the thirtieth (30th) day following the date that TRC INC. advises LUC that the LUC Space is leaseable, unless LUC opens at an earlier time in the damaged area or remains open in such area following destruction or damage, in which event there shall be no abatement or any such abatement shall terminate as of the date of LUC's earlier reopening. TRC INC. shall reconstruct the Welcome Center Building in accordance with the working drawings originally approved by TRC INC. and LUC, provided that in no event shall TRC INC. be required to expend funds in excess of the net insurance proceeds received by TRC INC.. In no event shall TRC INC. be required to repair or replace LUC's trade fixtures, furnishings or equipment, plate glass, signs or personal property. If TRC INC. repairs or rebuilds, LUC, at LUC's sole cost, shall repair or replace LUC's trade fixtures, furnishings, equipment, plate glass, signs and personal property in a manner and to at least a condition equal to that prior to the damage or destruction thereof.

### **Section 13.02 TRC INC.'S Right to Terminate**

If (a) more than thirty-five percent (35%) of the floor area of the Welcome Center Building is damaged or destroyed by fire or other casualty, or (b) during the last three (3) years of the Term more than twenty-five percent (25%) of the floor area of the LUC Space or of the Welcome Center Building shall be damaged or destroyed by fire or other casualty, or (c) all or any part of the Welcome Center Property is damaged or destroyed at any time by the occurrence of any risk not insured under the insurance carried by TRC INC., or the net insurance award to TRC INC., in its opinion, is not sufficient to rebuild the Welcome Center Property, then TRC INC., at its sole option, may terminate this Lease by giving written notice to LUC of TRC INC.'s election so to terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction.

**ARTICLE XIV**  
**BANKRUPTCY OR INSOLVENCY**

**Section 14.01 Conditions to the Assumption and Assignment of this Lease**

(a) LUC acknowledges that this Lease is a lease of nonresidential real property within the meaning of 11 U.S.C. §365(d)(4) and is governed by the provisions thereof and LUC knowingly and voluntarily waives any right to seek time additional to the sixty (60) day period set forth in 11 U.S.C. §365(d)(4) to affirm or reject the Lease and acknowledges that there is no cause to seek such extension. TRC INC.'s acceptance of Rent after the sixty (60) day period specified in 11 U.S.C. §365(d)(4) shall not constitute a waiver or estoppel with respect to the provisions of 11 U.S.C. §365(d)(4). If LUC, as Debtor-in-Possession, or the Trustee abandons the Welcome Center Property, the same shall be deemed a rejection of the Lease. TRC INC. shall be entitled to at least thirty (30) days' prior written notice from LUC, as Debtor-in-Possession, or its Trustee of any intention to abandon the Welcome Center Property.

(b) No election by the Trustee or Debtor-In-Possession to assume this Lease, whether under Chapter 7, 11 or 13, shall be effective unless, in addition to the provisions of 11 U.S.C. §365(b)(3), each of the following conditions, which TRC INC. and LUC acknowledge are commercially reasonable in the context of a bankruptcy proceeding of LUC, have been satisfied, and TRC INC. has so acknowledged in writing:

(i) The Trustee or the Debtor-In-Possession has cured, or has provided TRC INC. adequate assurance of a case of all defaults under this Lease.

(ii) The Trustee or the Debtor-In-Possession has compensated, or has provided to TRC INC. adequate assurance that within ten (10) days from the date of assumption TRC INC. will be compensated for any pecuniary loss (including without limitation attorney fees and costs, whether incurred before or during a bankruptcy proceeding or otherwise) incurred by TRC INC. arising from the default of LUC, the Trustee, or the Debtor-In-Possession as recited in TRC INC.'s written statements of pecuniary loss sent to the Trustee or Debtor-In-Possession.

(iii) The Trustee or the Debtor-In-Possession has provided TRC INC. with adequate assurance of the future performance of each of LUC's, the Trustee's or Debtor-In-Possession's obligations under this Lease.

(iv) LUC as Debtor-In-Possession or its Trustee shall provide TRC INC. at least forty-five (45) days' prior written notice of any proceeding concerning the assumption of this Lease.

**Section 14.02 Conditions to the Assignment**

If the Trustee or Debtor-In-Possession has assumed this Lease pursuant to the terms and provisions of Sections 17.01 hereof, for the purpose of assigning (or elects to assign) LUC's interest under this Lease or the estate created thereby, to any other person or entity, such interest or estate may be so assigned only if TRC INC. shall acknowledge in writing that the intended assignee has provided adequate assurance as defined in 11 U.S.C. §§365(b)(3) and 365(1) and in this Section of future performance of all of the terms, covenants and conditions of this Lease to be performed by LUC.

#### **Section 14.03 Use and Occupancy Charges**

When, pursuant to the Bankruptcy Code, the Trustee or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Welcome Center Property or any portion thereof, such charges shall not be less than the Rent obligations of LUC.

#### **Section 14.04 LUC's Interest Not Transferable**

Neither LUC's interest in this Lease, nor any lesser interest of LUC herein, nor any estate of LUC hereby created, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of LUC (hereinafter referred to as the "state law") unless TRC INC. consents to such transfer in writing. No acceptance by TRC INC. of Rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain TRC INC.'s consent, or TRC INC.'s right to terminate this Lease for any transfer of LUC's interest under this Lease without such consent.

#### **Section 14.05 TRC INC.'s Option to Terminate**

In the event the estate of LUC created hereby shall be taken in execution or by the process of law, or if LUC shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or any similar provisions of any future federal bankruptcy law, or if a Custodian, Receiver or Trustee of the property of LUC shall be appointed under state law by reason of LUC's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of LUC's property for the benefit of creditors under state law, then and in such event TRC INC. may, at its option, terminate this Lease and all rights of LUC hereunder by giving LUC written notice of the election to so terminate within thirty (30) days after the occurrence of such event.

### **ARTICLE XV DEFAULT OF LUC**

#### **Section 15.01 Events of Default and Remedies**

(a) Each of the following shall constitute an "Event of Default": (i) any failure of LUC to pay any Rent or other charges due hereunder within five (5) days after written notice of such default to LUC; (ii) if LUC (A) fails to take possession of and open for business from the LUC Space fully fixtured, stocked and staffed within sixty (60) days after the Commencement Date, (B) fails to perform any obligation hereunder prior to such Commencement Date, (C) fails to continuously operate its business pursuant to Article IV hereof, (D) fails or refuses to maintain business hours on such days or nights or any parts thereof as provided hereof, (E) fails to operate under the name specified herein, (F) abandons, leaves vacant or deserts the Welcome Center Property, or (G) permits this Lease to be taken under any writ of execution; or (iii) any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by LUC for more than thirty (30) days after written notice of such default to LUC. Notwithstanding the foregoing, if LUC fails to perform or defaults in the performance of any term, covenant or condition of this Lease on two (2) or more separate occasions during any twelve-month period, then, even if such failures or defaults have been cured by LUC, any further failure or default by LUC during the twelve-month period shall be deemed an Event of Default hereunder without the ability of cure by LUC.

(b) Upon the occurrence of any Event of Default, TRC INC., in addition to any other rights or remedies it may have under this Lease, in law or in equity, may with ninety (90) days' notice:

(i) Terminate this Lease, in which case LUC shall immediately surrender the LUC Space to TRC INC. and TRC INC. may, without prejudice to any other remedy which they may have for damages, enter upon, expel or remove LUC and any other person occupying the LUC Space, and take possession of the LUC Space for the account of TRC INC..

(ii) Enter upon, expel or remove LUC and any other person occupying the LUC Space, and take possession of the LUC Space for the account of LUC, in which case TRC INC. shall have the right to relet the LUC Space, and LUC shall continue to be liable for damages and for payment of any deficiencies in Rent payable subsequent to such default and any other charges hereunder. In addition, TRC INC. may accelerate and declare all Rent due and to become due immediately payable, and obtain immediate payment thereof. Such entry and or such acceleration shall not be construed as an election to terminate this Lease unless TRC INC. so states in writing, and shall not absolve or discharge LUC from any obligations or liabilities under this Lease for the remainder of the Term.

(c) Upon exercise of TRC INC.'s rights hereunder, TRC INC. may, without notice, re-enter the LUC Space either by force or otherwise, and dispossess, by summary proceedings or otherwise, LUC and the legal representative of LUC or other occupant of the LUC Space and remove their effects and hold the LUC Space. In the event of re-entry by TRC INC., TRC INC. may remove all persons and property from the LUC Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of LUC, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

(d) If LUC has not removed its property from the Welcome Center Property within forty-five (45) days after LUC has vacated the Welcome Center Property, then such property shall be deemed abandoned by LUC and TRC INC. may dispose of the same without liability to LUC.

(e) TRC INC. shall use commercially reasonable efforts to relet the LUC Space and to mitigate its damages.

(f) If TRC INC. terminates the Lease pursuant to this Section, TRC INC. will return any portion of the LUC Deposit that has not been depleted or applied pursuant to this Lease.

#### **Section 15.02 Right to Relet and Damages**

(a) Should TRC INC. elect to re-enter, TRC INC. may from time to time without terminating this Lease make such alterations and repairs as TRC INC. in its sole discretion deems necessary in order to relet the LUC Space, and TRC INC. may relet the LUC Space or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as TRC INC. in its sole discretion may deem advisable. No such re-entry or taking possession of the LUC Space by TRC INC. shall be construed as an election on their part to terminate this Lease unless a written notice of such intention has been given to LUC. Upon each such reletting all rentals and other

sums received by TRC INC. from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and the costs of any alterations and repairs; third, to the payment of Rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by TRC INC. and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by LUC hereunder, LUC shall pay such deficiency to TRC INC.; if such rentals and other sums shall be more, LUC hereby waives its right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly unless and until TRC INC. has elected to accelerate future Rent. The terms "entry" and "re-entry" are not limited to their technical meanings. Notwithstanding any reletting by TRC INC. without termination of this Lease, TRC INC. may at any time elect to terminate this Lease for LUC's previous breach.

(b) In determining the Rent and other charges which would be payable by LUC under this Lease subsequent to a default, the annual rent for each year of the unexpired Term shall be equal to the annual minimum Base Rent payable by LUC for the unexpired Term and Additional Rent shall be based upon the figures available for the most recent period immediately preceding the calculation thereof.

(c) LUC shall pay to TRC INC., in addition to all Additional Rent, all expenses incurred by TRC INC. as a result of an Event of Default, including reasonable attorneys' fees and disbursements, costs of recovering and repairing the LUC Space, brokerage fees and other costs.

#### **Section 15.03 Waiver of Counterclaims, Trial by Jury and Right of Redemption**

LUC agrees to waive its right to trial by jury in any action, proceeding or counterclaim brought against TRC INC. (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship between TRC INC. and LUC, LUC's use of or occupancy of the Welcome Center Property. LUC shall not interpose any counterclaim or counterclaims or claims for set-off, recoupment or deduction of Rent in a summary proceeding for nonpayment of rent or other action or summary proceeding based on termination, holdover or other default in which TRC INC. seeks repossession of the LUC Space from LUC, unless the failure to raise the same would constitute a waiver thereof. LUC hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of LUC being evicted or dispossessed for any cause.

#### **Section 15.04 TRC INC. Curing LUC's Default**

Notwithstanding anything herein contained to the contrary, if LUC shall be in default in the performance of any of the terms or provisions of this Lease and if TRC INC. shall give to LUC notice in writing of such default specifying the nature thereof, and if LUC shall fail to cure such default within the time provided in Section 15.01 hereof, or immediately if such default requires emergency action, TRC INC. may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of LUC, and the sums so expended by TRC INC., including reasonable legal fees, shall be deemed to be Additional Rent and shall be paid by LUC on the day when Rent shall next become due and payable.

**ARTICLE XVI**  
**LUC'S PROPERTY**

**Section 16.01 Taxes on LUC's Property**

LUC shall be responsible for and shall pay, prior to delinquency, any and all taxes, assessments, levies, fees and other governmental charges of every kind or nature (hereinafter collectively called "taxes") levied or assessed by municipal, county, state, federal or other taxing or assessing authority upon, against or with respect to (a) all furniture, fixtures, equipment and any personal property of any kind owned by LUC, and placed, installed or located in, within, upon or about the LUC Space and (b) all alterations, additions or improvements of whatsoever kind or nature, if any, made to the Welcome Center Property by LUC. If at any time during the Term any of such taxes are not levied and assessed separately and directly to LUC (for example, if the same are levied or assessed to TRC INC., or upon or against the Welcome Center Property), LUC shall pay to TRC INC. as Additional Rent LUC's share thereof as reasonably determined by TRC INC..

**Section 16.02 Loss and Damage**

TRC INC. shall not be responsible or liable to LUC for any interruption of business or any loss or damage that may be occasioned by or through the acts or omissions of persons or entities occupying adjoining premises or any part of the Welcome Center Property, or for any loss or damage resulting to LUC, LUC's business operations or LUC's property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damages or loss of property within the Welcome Center Property from any cause whatsoever. LUC shall give immediate notice to TRC INC. in case of any damage to or destruction of all or any part of, or accidents in, the Welcome Center Property or of defects therein or in alterations, decorations, additions or improvements, including, without limitation, any fixtures or equipment.

**ARTICLE XVII**  
**SURRENDER; HOLDING OVER**

**Section 17.01 Surrender**

At the expiration or earlier termination of the Term, LUC shall surrender possession of the LUC Space, broom clean and in good order, condition and repair, with all electrical, plumbing, life safety and HVAC systems and all components thereof in good working order, ordinary wear and tear and damage by casualty excepted. LUC shall repair all damage, return the Welcome Center Property into the condition required under this Lease and remove all signs, personal property and trade fixtures from the Welcome Center Property. If LUC fails to comply with the Section, LUC shall be liable for the cost of repairs and all such items shall be deemed abandoned by LUC and TRC INC. may remove the same without liability to LUC; provided that LUC shall reimburse TRC INC. for all costs of repair and for the removal and disposal. LUC shall, upon request by TRC INC., remove any items installed by LUC as set forth in Article VII hereof. All Improvements and other items for which LUC has been reimbursed with the LUC Improvement Allowance shall be the property of TRC INC., and shall be surrendered with the LUC Space in good condition and repair at the expiration or termination of this Lease. TRC INC. may, at its option, file UCC financing statements with respect to all such items to establish TRC INC.'s interest therein.



The provisions of this Article XVII shall survive the termination or expiration of this Lease.

**Section 17.02 Holding Over**

Any holding over after the expiration of the Term with the consent TRC INC. shall be construed to be a tenancy from month to month at a Base Rent equal to one hundred twenty-five percent (125%) of the Base Rent effective for the final year or preceding expiration of the Term, together with an amount reasonably estimated by TRC INC. for the monthly Additional Rent charges payable pursuant to this Lease, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without TRC INC.'s consent shall constitute a tenancy at sufferance, terminable upon written notice, and shall entitle TRC INC. to re-enter the LUC Space.

**ARTICLE XVIII  
RULES AND REGULATIONS**

**Section 18.01 Rules and Regulations**

LUC agrees to comply with and observe all reasonable, non-discriminatory written rules and regulations and modifications thereto which TRC INC. and/or Honda may promulgate from time to time. LUC's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations were contained herein as covenants. In the case of any conflict between said rules and regulations and this Lease, this Lease shall be controlling.

**ARTICLE XIX  
QUIET ENJOYMENT**

**Section 19.01 TRC INC.'s Covenant**

Upon payment by LUC of the Rent, and upon the observance and performance of all covenants, terms and conditions on LUC's part to be observed and performed, LUC shall peaceably and quietly hold and enjoy the LUC Space for the term hereby demised without hindrance or interruption by TRC INC. or any other person or entity lawfully or equitably claiming by, through or under TRC INC., subject, nevertheless, to the terms and conditions of this Lease, and any recorded instrument affecting the Welcome Center Property and any mortgage, deed of trust or ground lease to which this Lease is subordinate.

**ARTICLE XX  
MISCELLANEOUS**

**Section 20.01 Waiver; Election of Remedies**

One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The consent or approval by TRC INC. to or of any act by LUC requiring TRC INC.'s consent or approval shall not be deemed to render unnecessary by TRC INC.'s consent or approval to or of any subsequent similar act by LUC. The failure to insist upon a strict performance of any term, condition or covenant contained in this Lease shall not be deemed a waiver of any rights or remedies that a party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or

covenants herein contained, and any such failure shall not be construed as creating a custom of accepting other than strict performance or as modifying in any way the terms, covenants or conditions of this Lease. No breach of a covenant or condition of this Lease shall be deemed to have been waived unless such waiver is in writing. No act or thing done shall be deemed an acceptance of surrender of the LUC Space and no agreement to accept such surrender shall be valid unless in writing signed by TRC INC.. The rights and remedies under this Lease or under any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies a party has or may have elsewhere under this Lease or at law or equity, whether or not such Section, subsection or clause expressly so states. Nothing contained in this Lease shall be construed to confer upon any entity other than TRC INC. or LUC any rights, benefits or causes of action, except to the extent specifically otherwise provided in this Lease and except to the extent provided for the benefit of any mortgagee, deed-of-trust beneficiary, ground lessor or trustee of TRC INC..

#### **Section 20.02 Entire Agreement**

All Exhibits, Addenda and Rider(s), if any, attached hereto form a part of this Lease and shall be given full force and effect, as fully as if set forth at length herein. This Lease and said Exhibits, Addenda and Rider(s), if any, so attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between TRC INC. and LUC concerning the Welcome Center Property, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. LUC has not relied upon any representation of TRC INC. or its agents, other than any items contained in this Lease, as an inducement to enter into this Lease. No alteration, amendment, change or addition to this Lease shall be binding upon TRC INC. or LUC unless reduced to writing and signed by each party to this Lease.

#### **Section 20.03 Construction**

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the Parties herein shall be deemed to create any relationship between the Parties hereto other than the lease relationships between TRC INC. and LUC. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. In the event any language is deleted from this Lease, said language shall be deemed to have never appeared and no other implication shall be drawn therefrom.

#### **Section 20.04 Delays: Time of the Essence**

In the event that any party hereto shall be delayed in the performance of its initial construction or its maintenance and/or repair obligations by reason of strikes, lockouts, labor troubles, inability to procure materials or shall at any time be so delayed by reason of failure of power, restrictive governmental laws or reasons of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse LUC from payment of Rent or any other payments required by the terms of this Lease. Further, TRC INC.'s reduction of heat, light, air conditioning, or any other services whatsoever to the Welcome Center Property

because of any similar or dissimilar event constituting a cause for excusable delay hereunder shall not relieve LUC from its obligations under this Lease. Except for those matters set forth in this Section, time is of the essence to all provisions of this Lease.

#### **Section 20.05 Notices**

Unless specifically stated to the contrary in this Lease, any notice, demand, request or other instrument which may be or is required to be given under this Lease or by law shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid, by recognized overnight delivery service or by personal delivery, and shall be deemed to have been given upon the earlier to occur of (i) receipt; or (ii) one (1) business day in the case of overnight delivery service or three (3) business days in the case of certified mail; and shall be addressed (a) if to TRC INC., at \_\_\_\_\_ or such other address as TRC INC. shall designate by written notice; and (b) if to LUC, at \_\_\_\_\_ or such other addresses as LUC shall designate by written notice.

#### **Section 20.06 Captions and Section Numbers**

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease.

#### **Section 20.07 Broker's Commission**

LUC represents and warrants to TRC INC. that there are no claims for brokerage commissions or finder's fees in connection with LUC's negotiation of this Lease, and LUC agrees to indemnify TRC INC. and hold it harmless from all liabilities arising from any such claim, including, without limitation, the cost of attorneys' fees in connection therewith from any broker claiming through LUC. Such agreement shall survive the termination of this Lease.

#### **Section 20.08 Recording**

LUC shall not record this Lease or any memorandum hereof without the prior written consent of TRC INC..

#### **Section 20.09 Transfer of TRC INC.'s Interest**

In the event of any transfer or transfers of TRC INC.'s interest in the Welcome Center Property, the transferor shall be automatically relieved of any and all obligations on the part of TRC INC. accruing from and after the date of such transfer. The holder of a mortgage or the holder of a deed of trust to which this Lease is or may be subordinate shall not be responsible in connection with the Security Deposit unless such mortgagee or holder of such deed of trust shall have actually received the Security Deposit.

#### **Section 20.10 Floor Area**

(a) The term "floor area" as used in this Lease means, with respect to any leasable area in the Welcome Center Building, the aggregate number of square feet of floor space of all floor levels therein, measured from (i) the outside faces of all perimeter walls thereof other than any party wall separating such premises from other leasable premises; (ii) the center line of any

such party wall; (iii) the outside face of any interior wall; and (iv) the building and/or lease line adjacent to any entrance to such premises.

(b) For the purpose of this Lease, in determining the gross leasable floor area or the gross leased and occupied floor area of the Welcome Center Building, there shall be excluded therefrom (i) the floor area utilized for offices or customer services areas; and (ii) the floor area utilized for any recreational area, child care center, community room, project offices, and related rooms, Common Areas and project areas which shall be deemed amenities to the Welcome Center Property. The term "leased and occupied floor area" shall include only such areas as are leased and occupied by LUC subsequent to the dates of commencement of its occupancy of the LUC Space. No deduction or exclusion from floor area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts, or other interior construction or equipment.

#### **Section 20.11 Liability of TRC INC.**

If TRC INC. shall fail to perform any covenant, term or condition of this Lease upon its parts to be performed, and if as a consequence of such default LUC shall recover a money judgment against TRC INC., such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of TRC INC. in the Welcome Center Property and out of rents or other income from such property receivable by TRC INC. from the Welcome Center Property, or out of the consideration received by TRC INC. from the sale or other disposition of all or any part of TRC INC.'s right, title and interest in the Welcome Center Property, and TRC INC., nor any of its directors, shareholders, officers, employees or agents shall be liable for any deficiency.

#### **Section 20.12 Accord and Satisfaction**

Payment by LUC or receipt TRC INC. of a lesser amount than the Rent herein stipulated may be, at TRC INC.'s option, deemed to be on account of the earliest due Rent, or deemed to be on account of Rent owing for the current period only, notwithstanding any instructions by or on behalf of LUC to the contrary, which instructions shall be null and void, and no endorsement or statement on any check or any letter accompanying any check payment as Rent shall be deemed an accord and satisfaction, and TRC INC. shall accept such check or payment without prejudice to TRC INC.'s right to recover the balance of Rent or pursue any other remedy in this Lease or in law or in equity against LUC.

#### **Section 20.13 Execution of Lease**

The submission of this Lease to TRC INC. and LUC shall be for examination purposes only, and does not and shall not constitute a reservation of or option for TRC INC. or LUC to lease, or otherwise create any interest of LUC in the LUC Space or any other area in the Welcome Center Property. The return to TRC INC. of LUC-executed copies of this Lease shall not be binding upon TRC INC., notwithstanding any preparation or anticipatory reliance or expenditures by LUC or any time interval, until TRC INC. has in fact executed and actually delivered a fully executed copy of this Lease to LUC.

#### **Section 20.14 Governing Law**

This Lease is governed by and construed in accordance with the laws of the State of Ohio. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall

not be affected thereby and each remaining provision of the Lease shall be valid and enforceable to the full extent permitted by the law.

**Section 20.15 Successors; Joint and Several**

All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said Parties. No rights, however, shall inure to the benefit of any assignee of LUC unless the assignment to such assignee has been approved by TRC INC. or otherwise permitted under this Lease.

**Section 20.16 Attorneys' Fees**

In the event any party hereto finds it necessary to employ legal counsel to bring an action at law against any other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action shall be paid all reasonable attorneys' fees, costs and expenses of suit by the other party(s).

**IN WITNESS WHEREOF**, TRC INC. and LUC have executed this Lease as of the day and year first above written.

**TRANSPORTATION RESEARCH CENTER INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“TRC INC.”**

**LOGAN-UNION-CHAMPAIGN REGIONAL  
PLANNING COMMISSION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“LUC”**

**TRC INC.**

STATE OF OHIO           )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
2017 by \_\_\_\_\_, the \_\_\_\_\_ of Transportation Research Center Inc., an  
Ohio 501(c)(3) non-profit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

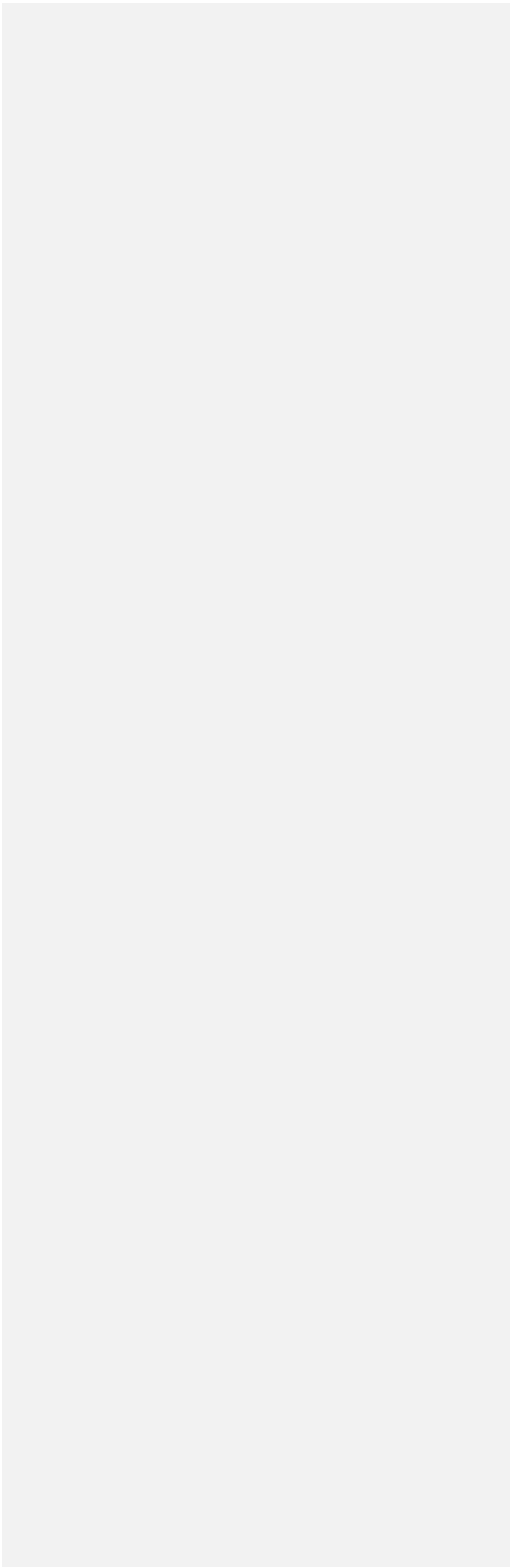
**LUC**

STATE OF OHIO           )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_,  
2017 by \_\_\_\_\_, the \_\_\_\_\_ of Logan-Union-Champaign Regional Planning  
Commission, a governmental entity, on behalf of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Exhibit A**





## **Exhibit B**

### **LEASE PARCEL DESCRIPTION ~ TRC WELCOME CENTER**

A 4.9974-ACRE PARCEL  
PERRY TOWNSHIP, LOGAN COUNTY, OHIO

A PARCEL OF LAND, BEING PART OF VIRGINIA MILITARY SURVEY 3164, PERRY TOWNSHIP, LOGAN COUNTY, STATE OF OHIO, ALSO BEING;

PART OF PARCEL 32-112-00-00-034-000, NOW OR FORMERLY OWNED BY HONDA OF AMERICA MFG. INC. (BOOK 56 PAGE 241, LOGAN COUNTY RECORDER'S OFFICE);

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A BRONZE DISC FOUND IN CONCRETE AT STATION DESIGNATION M4 OF THE HONDA OF AMERICA CONTROL NETWORK, AS SET BY WOOLPERT IN 2008 (OHIO STATE PLANE OHN3401 N241329.85, E1666903.52), SAID POINT BEING SOUTH 19°58'19" WEST, A DISTANCE OF 690.74 FEET FROM A BRONZE DISC FOUND IN CONCRETE AT STATION DESIGNATION M3 OF THE HONDA OF AMERICA CONTROL NETWORK, AS SET BY WOOLPERT IN 2008 (OHIO STATE PLANE OHN3401 N241979.08, E1667139.42);

THENCE SOUTH 38°08'32" WEST, A DISTANCE OF 110.48 FEET TO AN IRON PIN SET (OHIO STATE PLANE OHN3401 N241242.96, E1666835.29), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 4.9974-ACRE PARCEL;

THENCE CROSSING SAID PARCEL 32-112-00-00-034-000 WITH THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 50°49'36" EAST, A DISTANCE OF 146.42 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N241150.47, E1666948.80;
- 2) SOUTH 43°48'32" EAST, A DISTANCE OF 172.95 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N241025.66, E1667068.52;
- 3) SOUTH 36°33'17" EAST, A DISTANCE OF 184.49 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N240877.46, E1667178.40;
- 4) SOUTH 31°53'12" EAST, A DISTANCE OF 219.15 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N240691.39, E1667294.16;
- 5) SOUTH 58°06'48" WEST, A DISTANCE OF 306.84 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N240529.30, E1667033.63;
- 6) NORTH 54°20'33" WEST, A DISTANCE OF 344.63 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N240730.20, E1666753.61;
- 7) NORTH 00°00'00" WEST, A DISTANCE OF 269.19 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N240999.39, E1666753.61;
- 8) NORTH 18°32'19" EAST, A DISTANCE OF 256.90 FEET TO AN IRON PIN SET,  
OHIO STATE PLANE OHN3401 N241242.96, E1666835.29

SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL CONTAINING 4.9974-ACRES (217,688.58 SF) OF LAND, MORE OR LESS, SUBJECT TO LEGAL RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

BASIS OF BEARING FOR THE HEREIN DESCRIPTION BEING THE LINE FROM A BRONZE DISC FOUND IN CONCRETE AT STATION DESIGNATION M3 OF THE HONDA OF AMERICA CONTROL NETWORK (OHIO STATE PLANE OHN3401 N241979.08, E1667139.42), TO A BRONZE DISC FOUND IN CONCRETE AT STATION DESIGNATION M4 OF THE HONDA OF AMERICA CONTROL NETWORK 2008 (OHIO STATE PLANE OHN3401 N241329.85, E1666903.52), BEING SOUTH 19° 58' 19" WEST. THE BEARINGS REFERRED TO HEREIN ARE BASED UPON AN ASSUMED MERIDIAN AND ARE USED FOR THE PURPOSES OF ANGULAR MEASUREMENTS.

ALL IRON REBARS SET ARE 5/8 INCH DIAMETER IRON REBARS WITH IDENTIFICATION CAP MARKED "DRF S-8131".

THE ABOVE DESCRIPTION BASED ON A FIELD SURVEY PERFORMED BY DEAN R. FREDERICK, OHIO PROFESSIONAL SURVEYOR No. S-8131, DATED DECEMBER 2016.

**Exhibit C**

**Exhibit D**

# LUC Budget - Draft 2018

With % reserved

## REVENUES: (990)

Counties - 2018 Budget (\$0.80 Assessment)		450112
County	Population Est.	Assessment
Logan	45,386	\$ 36,308.80
Union	54,277	\$ 43,421.60
Champaign	38,987	\$ 31,189.60
Total	138,650	\$ 110,920.00

Cities - 2018 Budget (\$0.45 Assessment)		Total (Assess. w/ min.)
City	Population Est.	
Bellefontaine	13,117	\$ 5,902.65
Marysville	22,817	\$ 10,267.65
Dublin	2,468	\$ 5,000.00
Urbana	11,547	\$ 5,196.15
Total	49,949	\$ 26,366.45

Townships - 2018 Budget (\$0.65 Assessment)			
Townships:	Population	Total (Assess. w/ min.)	Presume (75%) (450112)
Logan	23,230	\$ 15,607.80	\$ 11,705.85
Union	24,545	\$ 15,954.25	\$ 11,965.69
Champaign	21,464	\$ 13,951.60	\$ 10,463.70
Total	69,239	\$ 45,513.65	\$ 34,135.24

Villages - 2018 Budget (\$0.65 Assessment)			
Villages:	Population	Total (Assess. w/ min.)	Presume (75%) (450112)
Logan	9,039	\$ 7,470.45	\$ 5,602.84
Union	4,447	\$ 3,505.45	\$ 2,629.09
Champaign	5,976	\$ 4,798.30	\$ 3,598.73
Total	19,462	\$ 15,774.20	\$ 11,830.65
Total All Jurisdictions (Membership Contributions 450112)			\$ 183,252.34

Grants (450105)		Contributions & Donations (480108)	
Fair Housing	\$ 18,500.00	Annual Meeting Sponsorship	\$ 1,550.00
CDBG	\$ 15,000.00	Annual Meeting Ticket Sales	\$ 1,350.00
County Land Banks	\$ -		
ODOT RTPO Grant (450105.LUC13)	\$ 31,000.00	Total	\$ 2,900.00
Charges for Services (420107)	\$ -	Interest (470101):	
Mapping (420122)	\$ -	Interest (0.5 %)	\$ 1,000.00
Subdivision Plats (420121)	\$ 20,000.00	Total	\$ 1,000.00

\*Federal Budget currently cuts this program

## EXPENDITURES: (990)

Description	Code	2018 Appropriation	2017 Appropriation	2017 Estimated Expenditure
Salaries	510100	\$ 163,000.00	\$ 210,000.00	\$ 169,303.90
PERS (14%)	510205	\$ 22,820.00	\$ 29,400.00	\$ 21,227.84
Medicare (1.45%)	510215	\$ 2,363.50	\$ 3,045.00	\$ 2,303.54
Workers Compensation (1.6%)	510225	\$ 2,608.00	\$ 3,360.00	\$ 1,924.53
Medical	510305	\$ 40,000.00	\$ 36,000.00	\$ 34,717.92
Dental Insurance	510310	\$ 2,500.00	\$ 2,000.00	\$ 1,630.80
Vision Insurance	510315	\$ 400.00	\$ 200.00	\$ 85.44
Life Insurance	510320	\$ 400.00	\$ 200.00	\$ 102.94
Office Supplies	520115	\$ -	\$ 5,000.00	\$ 4,401.81
Subscription Fees	520155	\$ -	\$ 5,000.00	\$ 4,900.30
Tuition Reimbursement	530110	\$ -	\$ 6,000.00	\$ 6,000.00
Professional Development	530171	\$ -	\$ 6,000.00	\$ 2,000.00
Utilities	530199	\$ 23,607.00	\$ 12,000.00	\$ 7,515.59
Maintenance & Repair	530650	\$ -	\$ 10,000.00	\$ 1,273.67
Annual Dinner	530702	\$ -	\$ 5,000.00	\$ 8,000.00
Building	530800	\$ 14,617.00	\$ 360,000.00	\$ 360,000.00
Equipment	540100	\$ -	\$ 8,000.00	\$ 3,040.00
Travel & Expense	550100	\$ -	\$ 10,000.00	\$ 9,927.92
Contract Services	530100	\$ 10,000.00	\$ 15,000.00	\$ 35,000.00
Contingencies	550305	\$ -	\$ 10,000.00	\$ 9,874.96
Total All Expenditures		\$ 282,315.50	\$ 736,205.00	\$ 683,231.16

2018 Budget:	
Estimated Revenue	\$ 271,652.34
Cash to be appropriated	
Total Revenue and Cash Appropriation	\$ 271,652.34
Estimated Expenditures	\$ 282,315.50
Estimated 2018 Year End Balance	\$ (10,663.16)

Estimated Total Cash Balance 12/31/2017 \$ 77,783.32

Estimated Total Cash Balance 12/31/2018 \$ 67,120.16

Cash to be reserved 1/1/2018 \$ 90,900.23 35% of 2017 Revenue should be saved/~~can't~~ be saved

# LUC Budget - Draft 2019

With % reserved in 2018

## REVENUES: (990)

Counties - 2018 Budget (\$0.80 Assessment)			450112
County	Population Est.	Assessment	
Logan	45,386	\$	36,308.80
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Urbana	11,547	\$	5,196.15
Total	49,949	\$	26,366.45

Townships - 2018 Budget (\$0.65 Assessment)			
Townships:	Population	Total (Assess. w/ min.)	Presume (75%) (450112)
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Total	19,462	\$ 15,774.20	\$ 11,830.65
Total All Jurisdictions (Membership Contributions 450112)			\$ 183,252.34

Grants (450105)		Contributions & Donations (480108)	
Fair Housing	\$ 8,000.00	Annual Meeting Sponsorship	\$ 1,550.00
CDBG		Annual Meeting Ticket Sales	\$ 1,350.00
County Land Banks	\$ -		
ODOT RTPO Grant (450105.LUC13)		Total	\$ 2,900.00
Charges for Services (420107)	\$ -	Interest (470101):	
Mapping (420122)	\$ -	Interest (0.5 %)	\$ 1,000.00
Subdivision Plats (420121)	\$ 20,000.00	Total	\$ 1,000.00

\*Federal Budget currently cuts this program

## EXPENDITURES: (990)

Description	Code	2019 Appropriation	2018 Appropriation
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PERS (14%)	510205	\$ 22,820.00	\$ 22,820.00
Medicare (1.45%)	510215	\$ 2,363.50	\$ 2,363.50
Workers Compensation (1.6%)	510225	\$ 2,608.00	\$ 2,608.00
Medical	510305	\$ 40,000.00	\$ 40,000.00
Dental Insurance	510310	\$ 2,500.00	\$ 2,500.00
Vision Insurance	510315	\$ 400.00	\$ 400.00
Life Insurance	510320	\$ 400.00	\$ 400.00
Office Supplies	520115	\$ -	\$ -
Subscription Fees	520155	\$ -	\$ -
Tuition Reimbursement	530110	\$ -	\$ -
Professional Development	530171	\$ -	\$ -
Utilities	530199	\$ 23,607.00	\$ 23,607.00
Maintenance & Repair	530650	-	-
Annual Dinner	530702	\$ -	\$ -
Building	530800	\$ 14,617.00	\$ 14,617.00
Equipment	540100	\$ -	\$ -
Travel & Expense	550100	\$ -	\$ -
Contract Services	530100	\$ 10,000.00	\$ 10,000.00
Contingencies	550305	\$ -	\$ -
Total All Expenditures		\$ 282,315.50	\$ 282,315.50

2019 Budget:	
Estimated Revenue	\$ 215,152.34
Cash to be appropriated	\$ -
Total Revenue and Cash Appropriation	\$ 215,152.34
Estimated Expenditures	\$ 282,315.50
Estimated 2019 Year End Balance	\$ (67,163.16)

Estimated Total Cash Balance 12/31/2018 \$ 67,120.16

Estimated Total Cash Balance 12/31/2019 \$ (43.00)

Cash to be reserved 1/1/2019 \$ 95,078.32 35% of 2018 Revenue should be saved/can't be saved





# Logan-Union-Champaign Regional Planning Commission

Director: Dave Gulden, AICP

## Director's Report – July 13, 2017

### Dave's Activities:

6/9	Logan County Land Trust event coordination
6/9	New building walkthrough
6/13	Logan County Land Bank
	Miami Twp (L) Trustees
6/14	Union County CIC
	Champaign County Twp Assn
6/15	Champaign County CDBG CDIS Meeting
	NEX grand opening
	LUC Visioning Committee
6/19	Champaign County CDBG CDIS call
	Dover Twp (U) Trustees
6/22	Union County Commissioners
6/28	Ohio Assn of Regional Councils
6/29	Champaign County Commissioners
	Union County permit coordinating training
7/6	Champaign County CDBG public hearing
7/10	Freight Study kick off meeting
7/11	City of Urbana CDBG coordination
	City of Marysville Comprehensive Plan committee
7/12	Champaign County CDBG application submittal
Ongoing	Building move coordination
Ongoing	RTPO Activities: Freight Study
Ongoing	CDBG for Champaign County
Ongoing	Logan County Land Bank

### Brad's Activities:

6/12	Attended Paris Twp (U) Zoning Commission public hearing.
6/13	Attended Miami Twp (L) Board of Trustee meeting.
6/14	Attended Champaign Co (C) Twp Assn meeting.
	Attended Leesburg Twp (U) Zoning Commission public hearing.
6/15	Attended Allen Twp (U) Zoning Commission meeting.
6/22	Met with Stokes Twp (L) Zoning Commission member.
6/24	Attended Village of Mechanicsburg (C) Zoning Commission meeting.
6/26	Attended Mad River Twp (C) Zoning Commission meeting.
	Attended Union Twp (U) Zoning Commission meeting.
6/27	Attended Stokes Twp (L) Zoning Commission meeting.
6/28	Attended Johnson Twp (C) Zoning Commission public hearing.
	Met with Rush Twp (C) zoning officials.
6/29	Attended Union Co (U) training for zoning commission members and zoning inspectors.
7/5	Met with CEP.
	Attended Rush Twp (C) Board of Trustees meeting.
7/7	Met with Perry Twp (L) Zoning Inspector.
Ongoing	Assisting jurisdictions: Allen Twp (U), Champaign Co (C), City of Urbana (C), Dover Twp (U), Jefferson Twp (L), Jerome Twp (U), Johnson Twp (C), Logan Co (L), Lake Twp (L), Leesburg Twp (U), Liberty Twp (U), Mad River Twp (C), Miami Twp (L), Millcreek Twp (U), Monroe Twp (L), Paris Twp (U), Perry Twp (L), Rush Twp (C), Rushcreek Twp (L), Stokes Twp (L), Taylor Twp (U), Union Co (U), Union Twp (U), Urbana Twp (C), Village of Huntsville (L), Village of Mechanicsburg (C), Village of West Mansfield (L), Washington Twp (L), Washington Twp (U)
Ongoing	Zoning updates: Stokes Twp (L), Village of Huntsville (L)
Ongoing	Working on sign code update for Jefferson Twp (L), Liberty Twp (L), Perry Twp (L), and Salem Twp (C).

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### Executive Committee Meeting Minutes Thursday, July 13, 2017

President Jim Holycross called the meeting to order at 1:20 pm.

#### **Roll Call** – Dave Gulden

**Members present:** John Bayliss, Paul Benedetti, John Brose, Tyler Bumbalough, Tim Cassady, Scott Coleman, Dave Faulkner, Chad Flowers, Todd Freyhof, Todd Garrett, Kevin Gregory, Dave Gulden, Charles Hall, Jim Holycross, Kyle Hoyng for Jeremy Hoyt, Steve McCall, Adam Moore, Tim Notestine, Tammy Noble for Vince Papsidero, Matt Parrill, Bill Narducci for Jeff Stauch, Ben Vollrath, and Andy Yoder.

**Members absent:** Barry Moffett, Steve Shepherd, Ryan Shoffstall, Ryan Smith, George Showalter.

**Guests present:** Wes Dodds, City of Bellefontaine; Thayne Gray, Union County Prosecutor's Office; Andrew Souders, City of Marysville; Kaye Borchers, Choice One Engineering; Louis Agresta, TCC; Cory Lynn Golden, TCC; Judy Christian, York Township; Kathy Streng, DLZ; Brad Bodenmiller and Heather Martin of LUC Regional Planning Commission.

**Minutes** – John Bayliss moved a motion to approve the minutes from the June 8, 2017, meeting as written and Charles Hall seconded. All in favor.

**Financial Report** – Andy Yoder presented the Financial Report for June. Scott Coleman moved a motion to accept the Financial Report and David Faulkner seconded. All in favor.

**ODOT Reports:** Matt Parrill reported for District 7. They had two projects bid, and one has been awarded so far. Charles Hall reported that District 6 is working hard in Union County. Scott Coleman reported that Logan County is chip sealing on county and township roads.

#### **RTPO Report**

1. Louis Agresta gave the committee a little history and background of work he already does in the Logan and Champaign County regions.
  - a. Cory Lynn Golden– I am the point person for Logan and Champaign counties. We're going to form a Technical Advisory Committee for your area to bring up transportation issues or other issues. If you received an e-mail, you were identified as someone we would like on that committee. If you didn't receive one and you

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would like more information, please contact me, Dave or Scott Schmid.

- b. Jim Holycross asked Louis for more information regarding port authorities.
  - i. Louis explained his position regarding WESTCO.
    1. Scott Coleman reported they have improved their response;
    2. Louis advised the committee to call if you have an issue.

### **New Business:**

1. Review of Jerome Village ERN-1 North Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
  - Charles Hall moved a motion to accept the Zoning and Subdivision Committee's recommendation to table the Jerome Village ERN-1 North Preliminary Plat at the developer's request and John Bayliss seconded. All in favor.
2. Review of Mad River Township Zoning Text Amendment (Champaign County) – Staff Report by Brad Bodenmiller
  - Steve McCall moved a motion to accept the Zoning and Subdivision Committee's recommendation to approve the Mad River Township Zoning Text Amendment with modifications as recommended by staff and recommends that further research into the language regarding the text speed on message boards and Tim Cassady seconded. All in favor.
3. Review of Paris Township Zoning Text Amendment (Union County) – Staff Report by Brad Bodenmiller
  - Thayne Gray reported there were some comments relating to definitions and my general concerns; it's pretty easy for conditional uses to become a pain; need to make sure it's not effectively a use variance, or decide if it's an inappropriate use.
  - Charles Hall moved a motion to accept the Zoning and Subdivision Committee's recommendation to approve the Paris Township Zoning Text Amendment with modifications as recommended by staff and the prosecutor's comments and Kevin Gregory seconded. All in favor.
4. Review of Urbana Township Zoning Text Amendment (Champaign County) – Staff Report by Brad Bodenmiller
  - Tim Cassady moved a motion to accept the Zoning and Subdivision Committee's recommendation to approve the Urbana Township Zoning Text Amendment with staff recommendations with the addition of

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updating the table of contents and page numbers and Dave Faulkner seconded. All in favor.

### 5. Building Committee – Scott Coleman

- Scott Coleman reported that the lease was ready and a memo discussing it was provided.
- Dave Gulden reported the Building Committee has been working for a couple years on this. It's an important move. Dave gave an overview of the new building and lease.
  - Adam Moore – Would it make sense with our budget in mind to extend our base rent payment from 15 years to longer to help our budget?
    - Dave Gulden- It would open discussion; it would change the numbers.
  - Dave Faulkner – That base amount payment is like a loan? Because they wanted more than we could give them up front so we've borrowed money.
    - Scott Coleman – Yes, we are paying up front and then we'll pay the rent monthly. We discussed a few times the idea of getting a longer-term financing through one of the counties but we could not.
    - Dave Faulkner – That 14%, if they decide they need more space, we still have to pay 14% regardless?
      - Dave Gulden – That figure is the space we use, so if they build more and we don't use it, LUC wouldn't be responsible for it. .
      - Jim Holycross noted the lease does address that fact.
    - Andy Yoder – How firm is the additional 23,000?
      - Scott Coleman – That's an estimated cost. That's their current expenses based on existing buildings they already manage. Per the agreement, that will adjust based on the actual figures.
      - Dave Gulden – They're going to bill us each month; it will be a monthly payment with credits or debits based on actuals.
        - Andy Yoder – The potential is we could pay more.
      - Bill Narducci – Will there be an itemized list?
        - Dave Gulden – Yes.
  - Thayne Gray – The common area utilities are billed but not telephone and internet which will be billed to LUC directly. LUC

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will pay those separate. There will be utility expenses for common areas.

- Dave Gulden – Heather and I spoke with TRC yesterday and even though the lease says telephone and internet is not included in that additional rent, yesterday they said it would be.
- Ben Vollrath – We'll just pay 14% of the utility usage?
- Dave Gulden – That's confusing with the capital improvements; actually, you're correct it is 14% of it.
- Discussion was held regarding the current costs for the current LUC building compared to new building cost for the same service.
- Jim Holycross – I don't know what criteria TRC use, it seems like that number is fairly inflated.
- Steve McCall – We do have additional costs that we don't have now, like a parking lot.
- Scott Coleman – And we'll have the facility for the annual dinner.
  - Charles Hall – Does that mean we have use of the conference room?
  - Thayne Gray – There's no provision for costing you more if you utilize the conference space more.
- Charles Hall – If they lease the use of the conference room, and they're paid for it, do we split the profits?
  - John Bayliss – Maybe that should be added in.
  - Paul Benedetti – We're considering having our Chamber dinner there, the charge would be \$1200.
  - Charles Hall – Would Honda pay for use of that building since they own the land, but not the building?
- Andy Yoder – How much time do we have to finalize this?
  - Jim Holycross – September 1 is when the payment is expected.
  - Dave Gulden – The goal is to be in there in September.
- Andy Yoder – The revenue has to be re-evaluated and the budget needs renewed attention. Without a significant increase in revenues, it's not going to take long before we have no carryover. The budget committee needs to be planning.
- Adam Moore – How much have we expended for this project?
  - Dave Gulden – It's more of a commitment, we haven't expended anything yet.
  - Adam Moore - We need more cash in hand.
- Andy Yoder – We need an increase in revenue. Our cost in the last five years with employees' wages and benefits have increased. We haven't had a user fee increase in nine years. I like where we're headed but when you see the numbers, that's a concern.

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- Charles Hall – When we look at it, we were in about the same financial position when we increased revenue before.
- Scott Coleman – The loss of that revenue for CDBG and Fair Housing is going to be harmful.
- Andy Yoder – Even looking at an increase in fees of 25% only helps short-term.
  - John Bayliss – I think that my commissioners are going to be reluctant to pay an increase in fees.
  - Dave Gulden – That's part of what the Vision Committee is going to work on.
- Jim Holycross – There's a lot to consider in a short amount of time; we've been looking at this for a time. We anticipated that the numbers look good. The numbers on the lease haven't changed a lot. So, this is part of the bigger picture. Visioning Committee needs to be looking at that and the Budget Committee needs to be looking at this hard. We have time to consider how we move ahead. Unfortunately, for reaching a decision point for this, we're pretty close. The date has to be at the August meeting.
- Andy Yoder - It would be nice to have a plan in place to be as financially stable as we can be for more than a couple years. The budget and revenue deserves quite a bit of focus in my opinion.
  - Charles Hall – The Finance Committee and Visioning Committee needs to address this.
  - Adam Moore – Do we need to meet multiple times to meet the August timeframe?
  - Dave Gulden – Should I investigate an avenue of changing numbers?
    - Charles Hall, Andy Yoder, and Adam Moore responded yes.
    - Adam Moore we need to do some work.
  - Andy Yoder – We need to be able to run an office, not just pay operational costs, wages and benefits. Should we include the Budget Committee in the meeting with the Visioning Committee next week?
    - The decision was made to invite the Budget Committee to the Visioning Committee. The meeting is being held on Tuesday, July 18, 1:00 pm at the East Liberty Office. Any Budget Committee member that is available, should attend.
  - Adam Moore – We also need to know the actual numbers instead of the estimated amount.

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### 6. LUC Visioning Committee – Jim Holycross

- Jim advised that they would like to add Ben Vollrath to the committee.
- Scott Coleman moved a motion to add Ben Vollrath to the Visioning Committee as recommended and Andy Yoder seconded. All in favor.

### **Director's Report:**

#### **Comments from Individuals:**

- Tim Cassady questioned who were members of LUC in Champaign County.
- Louis Agresta – Ohio Public Works Commission applications are due to your county engineer.
- Dave Faulkner – I'd like to commend our townships for getting ahead of the issue of medical marijuana and thank you Brad for addressing this issue. They have the foresight to get ahead of this situation.
- Steve McCall – Kudos to LUC for their presentation at the Champaign County Township Meeting.

**Adjourn** – Steve McCall moved a motion to adjourn the LUC Executive Committee Meeting at 2:21 pm, and Andy Yoder seconded. All in favor.

**Next Scheduled Meeting:** Thursday, August 10, 2017, 1:15 pm at the LUC Office in East Liberty.

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President

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Secretary

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