

CITY OF BROOKVILLE  
STATE OF OHIO

ORDINANCE NO. 2025- 08

APPROVING AND ADOPTING AN ECONOMIC DEVELOPMENT PLAN; CREATING A RESIDENTIAL TAX INCREMENT FINANCING INCENTIVE DISTRICT TO BE CALLED "THE MEADOWLARK INCENTIVE DISTRICT"; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN THE INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT.

WHEREAS, Ohio Revised Code ("ORC") Sections 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Statutes") authorize this Council, by ordinance, to create an incentive district within the corporate boundaries of the City of Brookville, Ohio (the "City"), and declare the improvement to each parcel of real property located within the incentive district to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that benefit or serve, or that once made will benefit or serve, parcels in the incentive district; and

WHEREAS, Section 5709.40(A) of the ORC requires an incentive district to have one or more distress characteristics, which may be defined as inadequate public infrastructure serving the district as evidenced by a written economic development plan for the district; and

WHEREAS, the City desires to create the Meadowlark Incentive District, a residential incentive district (the "Incentive District"), the boundaries of which will be coextensive with the boundaries of, and will include, the Parcels (as defined in Section 2); and

WHEREAS, the City anticipates that approximately one hundred eleven (111) new single-family attached homes will be constructed within the Incentive District (collectively, the "Project"); and

WHEREAS, the area within the Incentive District has been studied and an economic development plan has been prepared for that area (the "Development Plan"), and this Development Plan has been submitted to this Council and has been reviewed by the City Division of Engineering, and the Development Plan contains recommendations addressing land use, housing, and public infrastructure related issues; and

WHEREAS, the City Engineer has certified to this Council that (i) the Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, and (ii) the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District as evidenced by the Development Plan; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Boards of Education of the Brookville Local School District and the Miami Valley Career Technology Center in accordance with and within the time period prescribed in Ohio Revised Code Sections 5709.40 and 5709.83; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Montgomery County Board of Commissioners in accordance with ORC Section 5709.40(E);

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brookville, Ohio, that:

Section 1. Adoption of Development Plan. This Council adopts and approves the Development Plan, and all departments and divisions of the City are authorized to consult and use the Development Plan to establish and provide financing for Public Infrastructure Improvements (as defined in Section 3). A copy of the development plan is attached to this ordinance and additional copies of the Development Plan will be kept on file in the City department of Economic Development.

Section 2. Incentive District Project; Creation of Incentive District. This Council finds and determines that the Project will place additional demand on the Public Infrastructure Improvements. Pursuant to the TIF Statutes, this Council creates the Incentive District, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in **Exhibit A** (as currently or subsequently configured, the “Parcels,” with each individual parcel a “Parcel”).

Section 3. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in the Development Plan, as described in **Exhibit B** (the “Public Infrastructure Improvements”) and any other public infrastructure improvements hereafter designated by ordinance as the “public infrastructure improvements” made, to be made or in the process of being made by the City or that would otherwise benefit or serve, or that once made will benefit or serve, the Parcels and finds that the Project to be undertaken within the Meadowlark Incentive District will place additional demand on the herein designated public infrastructure improvements.

Section 4. Authorization of Tax Exemption; Life of Incentive District. Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council declares that 75% of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the “Improvement” as defined in ORC Section 5709.40(A)) is a public purpose and exempt from taxation for a period coextensive with the life of the Incentive District. The life of the Incentive District commences with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for

any Parcel within the Incentive District were it not for the exemption granted in this Ordinance and ends on the earlier of (a) ten (10) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes.

Section 5. Service Payments. As provided in ORC Section 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Montgomery County Treasurer (the “County Treasurer”) on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 4, including any penalties and interest (collectively, the “Service Payments”). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be deposited and distributed in accordance with Section 7.

Section 6. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC Section 5709.43, the Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”), into which the County Treasurer will deposit the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels and not required to be distributed to either the School District or Montgomery County pursuant to Section 7 of this Ordinance. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Statutes and this Ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City’s General Fund, all in accordance with ORC Section 5709.43.

Section 7. Tax Increment Financing Agreement. The Council hereby authorizes and directs the Mayor and Director of Finance, and other appropriate officers of the City, to enter into the Tax Increment Financing Agreement, in substantially the form attached hereto as Exhibit C, between the City and Grand Communities, LLC to provide for the installation of the Public Infrastructure Improvements and for the reimbursement of expenses incurred in the acquisition, construction, and installation of the Public Infrastructure Improvements by Grand Communities, LLC.

Section 8. Further Authorizations. This Council hereby authorizes and directs the City Manager, the Law Director, the Director of Finance, or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the City Manager, the Law Director, the Director of Finance or, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 9. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were

taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 10. Effective Date. This Ordinance shall be in full force and effect immediately upon the expiration of ten days after first publication of the notice required by ORC Section 731.20.

Passed by Council on the 15th day of April, 2025;  
6 Yeas; 0 Nays.

Effective Date: May 15, 2025

AUTHENTICATION:

  
Clerk of Council

April 15, 2025  
Date

  
Mayor  
4-15-25  
Date

EXHIBIT A  
IDENTIFICATION AND MAP OF THE PARCELS

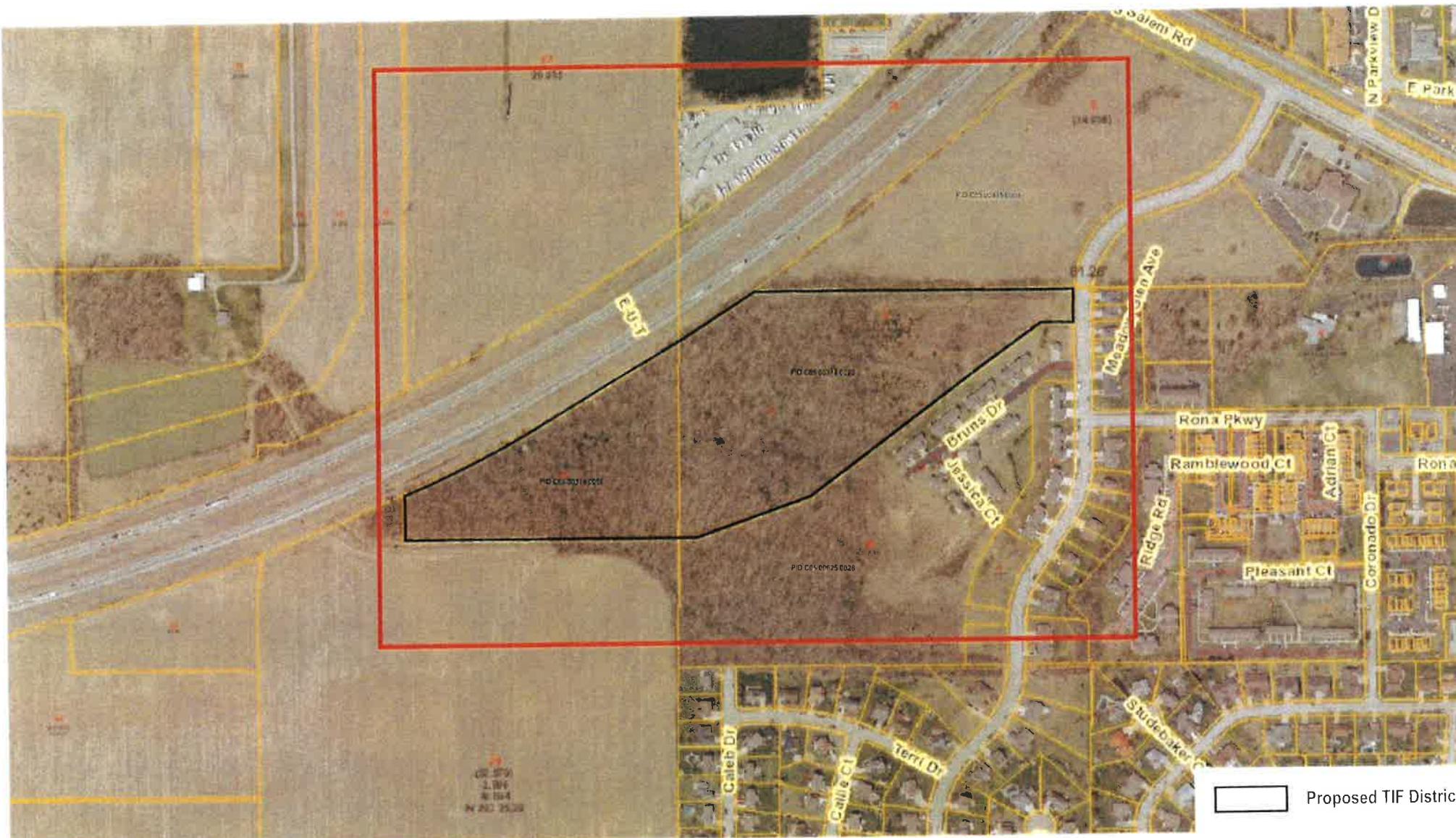
The enclosed area on the following map specifically identifies and depicts the Parcels and the boundaries of the Incentive District, and constitutes part of this Exhibit A. The following Parcel Numbers are as of March 12, 2025, and are included for ease of reference only.

**Parcel Id No.**

**C05003140056**

**C05003140020**

*Map of Incentive District on Following Page*



Grand Communities, I.J.C.

**Meadowlark** Brookville, Ohio

Delineated Overlay - 111.65 Acres



October 9, 2024

**CITY OF BROOKVILLE, OHIO**  
**MEADOWLARK DEVELOPMENT PLAN**  
**RESIDENTIAL INCENTIVE DISTRICT**

**March 18, 2025**

## The Plan

The purpose of this Economic Development Plan (this “Plan”) is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving a proposed residential tax increment financing incentive district is inadequate to meet the development needs of the district. This Plan has been developed to continue the efficient and effective development of the City of Brookville, Ohio (the “City”).

## Proposed Development

This Plan relates to a one hundred eleven (111) lot residential development in the City on approximately 37.208 acres, known as the Meadowlark subdivision being located on Montgomery County Auditor Parcel Id No C05003140020 and C05003140056.

The property for this development is referred to herein as the “Meadowlark Property” or as the “Property.” The Meadowlark Property is undeveloped vacant land. Creating a new, single family attached residential development will introduce a new and stabilizing development for the area and increase the population and tax base of the City.

The current development plan for this project is contained in Attachment A.

## Proposed Incentive District

The City is considering the creation of a residential Tax Increment Financing (TIF) Incentive District (the “Incentive District”) encompassing the proposed residential development. The Incentive District will help to: (1) use quality architecture and design; (2) permit the development of high quality, single family attached housing; (3) enhance the City’s roadway system by providing for public infrastructure improvements necessary for the preservation and advancement of the public health, safety, and well-being; (4) create established neighborhoods that will continue to grow over time; (5) facilitate the additional investment in and development of residential neighborhoods within the Incentive District; and (6) increase the City’s collection of income taxes and, over time, real property taxes.

A map, and overlay, of the Incentive District is attached as Attachment B.

## Public Infrastructure Improvements

The site, being vacant land, does not currently contain infrastructure necessary to support a housing development, such as any road ways, sewer lines, or water utility access. Payments in lieu of taxes collected from the proposed Incentive District will fund public infrastructure improvements necessary to support residential development, including, without limitation, the following improvements:

excavating, paving, constructing and installing curbs and gutters, public utilities which include water mains, sanitary sewers, and storm sewers, street lighting, sidewalks, bikeways, landscaping, traffic signalization, and also including design and other related costs, any right-of-way acquisition

and construction, erosion and sediment control measures, grading and other related work, survey work, soil engineering and construction staking, and, in each case, all other costs and improvements necessary and appurtenant thereto, all of which will directly benefit, or that once made will directly benefit, the Incentive District and constitute Public Infrastructure Improvements as defined in Ohio Revised Code Chapter 5709.40.

### **Analysis and Assessment**

The proposed residential developments described in this Plan will help the City: (1) to enhance the City's infrastructure network by extending infrastructure to a vacant site, and (2) play a vital role in the growth and preservation of the community through planned development.

The proposed residential developments will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive District will assist in financing public infrastructure improvements necessary for the growth and development of the proposed project.

By bringing infrastructure to a previously vacant site, the City will enhance its existing roadway system. Additionally, the proposed residential development will provide desired housing for population growth and a strengthened tax base for the City.

### **Conclusion**

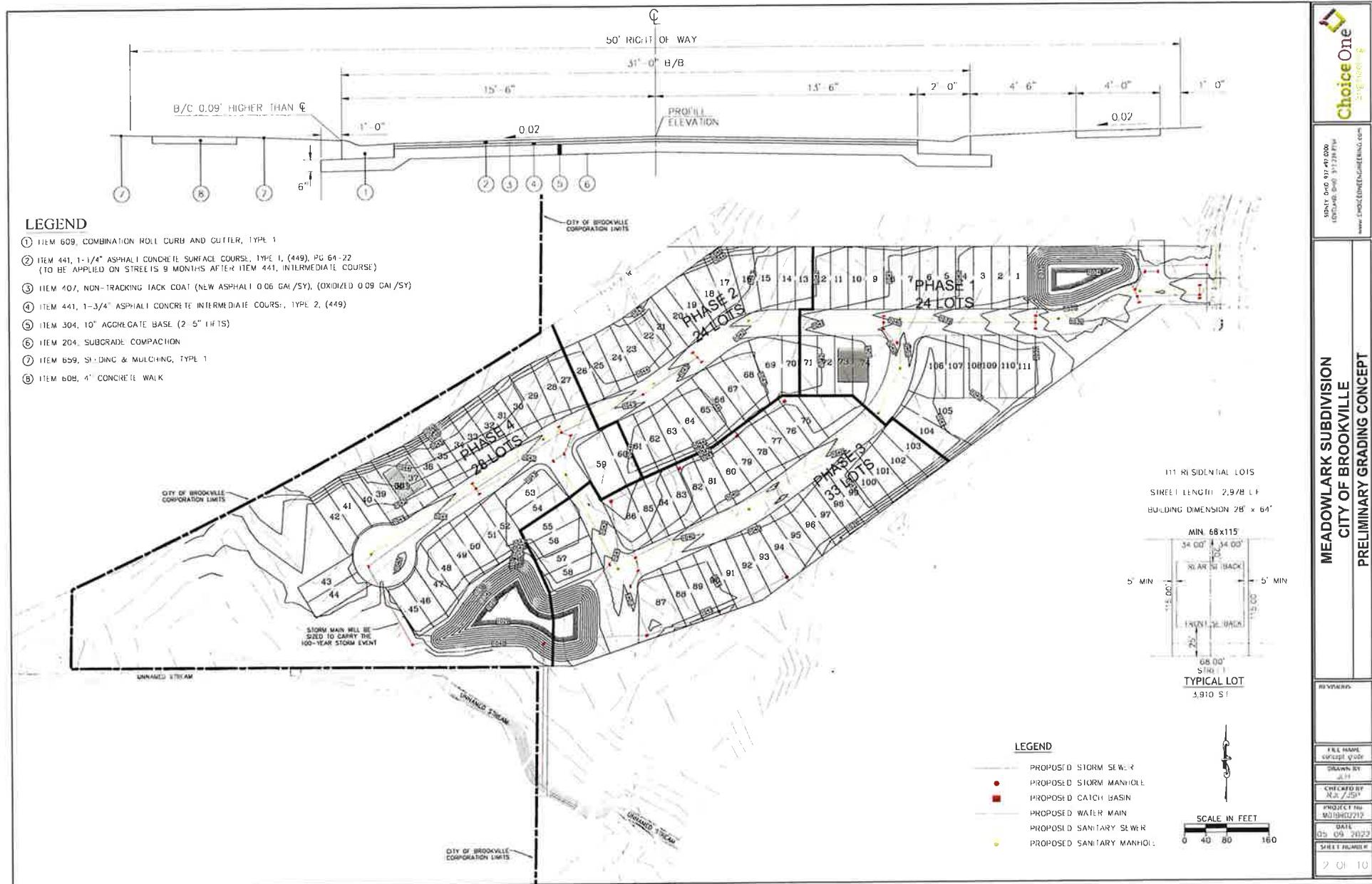
Residential development has been identified as a critical catalyst to the City's economic development success, and the proposed development area will serve as a foundation for success in the economic development of the City. The residential development will provide the desired housing for population growth, while the public infrastructure improvements will support the residential development and provide new economic development in the City. The proposed Incentive District is located on undeveloped land and in an area identified by the City for growth and development. The project will provide critical economic development components as the City's population and commercial activity increases.

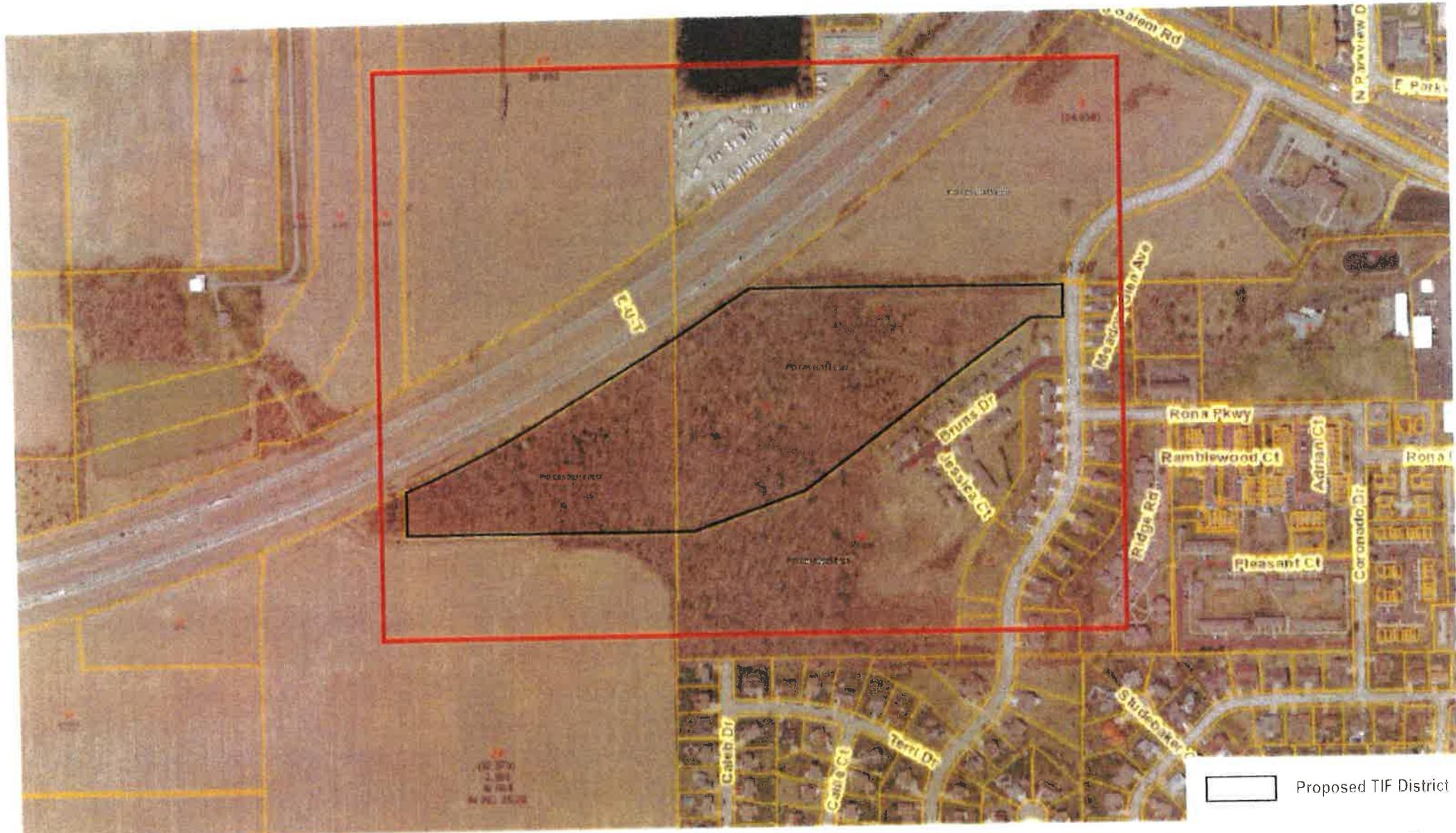
### **Attachments**

**Attachment A: Current development plans for the Residential Development**

**Attachment B: Map of Incentive District**

13586311.2





Credit Communities LLC

**Meadowlark** Brookville, Ohio

Delineated Overlay - 111.65 Acres



October 9, 2024

## TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this "Agreement"), made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF BROOKVILLE, OHIO (the "City"), a municipality and political subdivision organized and existing under the Constitution and the laws of the State of Ohio and GRAND COMMUNITIES, LLC, a Kentucky limited liability company, an affiliate of Fischer Homes, Inc., a Kentucky corporation, (the "Developer").

### WITNESSETH:

**WHEREAS**, the Developer currently owns or controls certain parcels of real property located within the corporate boundaries of the City, as more particularly described and depicted in Exhibit A (hereinafter the "Property") attached hereto; and

**WHEREAS**, the Developer is planning on constructing a single family attached housing development on the property in one or more phases, as further described as Exhibit B attached hereto (the "Project"); and

**WHEREAS**, the Project is currently anticipated to consist of approximately one hundred eleven (111) single family attached homes upon completion, which such homes will consist of one of the Developer's Paired Patio Collection or similar home design; and,

**WHEREAS**, in order to successfully develop the Property, it is necessary to construct or to cause to be acquired and constructed certain public infrastructure improvements the City and the Developer agree will directly benefit the Property, as further described in Exhibit C, attached hereto; and

**WHEREAS**, the City, by Ordinance no. \_\_\_\_-2025 (the "TIF Ordinance"), a copy of which is attached hereto as Exhibit D, has established the Meadowlark Tax Increment Financing Incentive District (the "TIF District") and declared that seventy-five percent (75%) of the increase in the assessed value of the TIF District subsequent to the date set forth in said ordinance (such increase hereinafter referred to as the "Improvement," as further defined in Ohio Revised Code ("ORC") Section 5709.40(A) and is a public purpose and is exempt from taxation for a period of ten (10) years commencing in the tax year in which an exempted improvement first appears on the tax list and duplicate of real and public utility property, all in accordance with the requirements of the Ohio Revised Code and the TIF Ordinance (the "TIF Exemption"); and

**WHEREAS**, the City has determined that it is necessary and appropriate and in the best interest of the City to provide for the current owner and any future owners of the parcels within the TIF District to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the "Service Payments") to the Montgomery County Treasurer (the "County Treasurer") in accordance with the provisions of ORC 5709.40, 5709.42, and 5709.43 (the "TIF Statutes"), which Service Payments will be used to pay costs

of acquisition and construction of the Public Infrastructure Improvements in accordance with the TIF Ordinance; and

**WHEREAS**, the City and Developer wish to enter into a Service Agreement substantially in the form attached hereto as Exhibit E, documenting the requirement of Owners, as herein after defined, to make Service Payments; and

**WHEREAS**, to provide for the collection of the Service Payments and to enable the Public Infrastructure Improvements to be acquired and constructed as further detailed in this agreement, in each case with respect to the Property, the parties hereto desire to enter into this Agreement on the terms as hereinafter provided; and

**WHEREAS**, the City desires the Developer to acquire and/or construct, or to cause to be acquired and/or constructed, the Public Infrastructure Improvements as further detailed herein, and has authorized the execution of this Agreement.

**WHEREAS**, the execution of this Agreement on behalf of the City has been authorized by Ordinance No. \_\_\_\_-2025 passed by City Council on \_\_\_\_\_, 2025.

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein and to induce the Developer to proceed with the acquisition and construction of the Public Infrastructure Improvements, the parties hereto agree to the foregoing and as follows:

**Section I. Service Payments.** The Developer, upon acquisition of the Property and in such case in its capacity as the owner of the Property (the Developer, in such capacity, and each such future owner of the Property, is referred to herein individually as an "Owner" and collectively as the "Owners"), hereby agrees to make Service Payments attributable to its period and portion of ownership of the Property, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance and any subsequent amendments or supplements thereto (including but not limited to any extensions of the term of the TIF Exemption by the City). Service Payments will be made semi-annually to the County Treasurer (or to such treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Property. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to the Property if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. An Owner will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to the Property, whether pursuant to Ohio Revised Code Section 5709.40 et.al, or this Agreement.

The City and the Owners agree that the Public Improvement Tax Increment Equivalent Fund referred to in the TIF Ordinance (the "Fund") will receive the Service Payments. The Service Payments deposited in the Fund will be used in the following order of priority: (i) payment of amounts required to be paid to the County Auditor for fees associated with the collection and disposition of the Service Payments, and (ii) upon the satisfaction of the conditions in Section 5, any remaining Service Payments on deposit in the Fund (the "Available Amounts") will be used to pay the Reimbursement Obligation (as defined in Section 4) to the Developer.

For the avoidance of doubt, the Developer acknowledges that it has no right to receive any funds other than Available Amounts. The City will use good faith efforts to make payments owing to the Developer within sixty (60) days of a deposit of Available Amounts into the Fund.

Notwithstanding anything herein or elsewhere to the contrary, to the extent not otherwise repaid, the Reimbursement Obligation will be deemed paid in full upon the termination of the term of the TIF District and final payment of Available Amounts remaining in the Fund. Thereafter, the parties will have no further obligations under this Agreement and this Agreement shall be deemed to have terminated, except for any obligations of the Developer under Section 12 which by their terms survive termination of this Agreement.

All determinations of Available Amounts will be made in the sole and absolute discretion of the Fiscal Officer of the City of Brookville (the "Fiscal Officer"), but shall be made pursuant to this Agreement, and such determinations will be binding on the Developer. With each distribution of Available Amounts to the Developer under this Agreement, the City shall provide a settlement statement with respect to such payment.

**Section 2. Exemption Applications.** The City and the Developer agree that the Developer shall be primarily responsible for the preparation of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. The City agrees to assist the Developer in the execution and filing of such applications and supporting documents with the County Auditor. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments. The Developer authorizes the City to file any applications necessary to obtain from time to time those exemptions.

**Section 3. Public Infrastructure Improvements.** The Developer will be solely responsible for the acquisition and construction of the Public Infrastructure Improvements. The Developer or its assignee will enter into all design and construction contracts in its own name and not in the name of the City. The Developer will be responsible for complying with

any applicable requirements of Chapter 4115 of the Ohio Revised Code with respect to the construction of the Public Infrastructure Improvements.

**Section 4. Nature of Reimbursement Obligation.** This Agreement evidences the City's obligation to reimburse the Developer in an amount equal to the Developer's incurred costs, as approved by the Fiscal Officer pursuant to Section 5, in undertaking the acquisition and installation of the Public Infrastructure Improvements in an amount not to exceed \$3,761,404.00 in accordance with the schedules attached as Exhibit C (the "Reimbursement Obligation"). The Reimbursement Obligation is a special obligation of the City, payable solely from Available Amounts deposited in the Fund.

No payment obligations of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Reimbursement Obligation.

**Section 5. Conditions Precedent to Payments for Public Infrastructure Improvements.** The City's obligation to make payments to the Developer under Section 4 commence when all of the following conditions have been met for the Public Infrastructure Improvements:

(a) For costs of the land acquisition, a certification to the City of the acquisition costs of the Property signed by an authorized officer of the Developer, together with such evidence reasonably required by the Fiscal Officer to evidence the costs of acquiring that portion of the Property which will be dedicated in connection with Public Infrastructure Improvements, including settlement statements and title insurance policies showing title vested in the name of the Developer. Costs of land acquisition shall be added to the Reimbursement Obligation on the date the Fiscal Officer approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably withheld. Costs of land acquisition included in the Reimbursement Obligation shall not exceed the amount shown on Exhibit C.

(b) For costs of construction of the Public Infrastructure Improvements, a certification to the City that all such Public Infrastructure Improvements have been completed and the total costs of such Public Infrastructure Improvements signed by an authorized officer of the Developer, together with such evidence reasonably required by the Fiscal Officer to evidence the costs of such Public Infrastructure Improvements and the completion thereof, including inspection reports (if any), and copies of invoices and proof of payment. Costs of such Public Infrastructure Improvements shall be added to the Reimbursement Obligation on the date the Fiscal Officer approves the sufficiency of the certification and evidence required, which approval shall not be unreasonably conditioned, delayed, or withheld. Costs of such Public Infrastructure Improvements included in the Reimbursement Obligation shall not exceed the amounts shown on Exhibit C; provided, however, that savings in one category may be redistributed by the Developer to cost overruns in other categories, as certified to the City by the Developer from time to time.

For purposes of this Agreement, "costs" of the Public Infrastructure Improvements reimbursable to the Developer include the items of "costs of permanent improvements" set forth

in Section 133.15(B) of the Ohio Revised Code and incurred by the Developer, directly or indirectly, except as set forth herein. These reimbursable "costs" of the Public Infrastructure Improvements include, but are not limited to: (1) the Developer's design costs (2) construction costs, (3) costs associated with any warranties for the Public Infrastructure Improvements, (4) inspection and design review fees, and (5) permit fees.

**Section 6. Certain Representations and Warranties of Developer.** The Developer hereby covenants, represents, and warrants as of the date of delivery of this Agreement that:

(i) It (a) is a limited liability company duly authorized to conduct business, validly existing, and in good standing under the laws of the State of Ohio, and (b) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(ii) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder, and acquire and construct the Public Infrastructure Improvements, and it has duly executed and delivered this Agreement.

(iii) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (a) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule, or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (b) have been duly authorized by all necessary action on its part.

(iv) There are no actions, suits, proceedings, inquiries, or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Project, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Project.

(v) Neither it nor any person, company, affiliated group or organization that holds, owns, or otherwise has a controlling interest in it has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. It acknowledges receipt of a current version of the Terrorist Exclusion List, and it shall provide to the Village a fully completed and executed Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization, utilizing the current form provided by the Ohio Department of Public Safety.

(vi) It is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517.

(vii) The Developer is in compliance with Ohio Revised Code Section 5709.832, with regard to ensuring and abiding by all applicable non-discrimination policies and requirements, as required by law.

(viii) The Developer shall comply with all applicable federal and state prevailing wage laws with regard to the Public Infrastructure improvements contemplated in Exhibit C, attached hereto.

**Section 7. Certain Representations and Warranties of the City.** The City hereby covenants, represents and warrants as of the date of delivery of this Agreement that:

(i) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(ii) The TIF Ordinance, following satisfaction of all requisite notice periods and obligations, has been duly adopted by the City, has not been amended, modified, or repealed, and is in full force and effect.

(iii) It has and will have full power and authority (i) to execute, deliver, observe, and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (ii) to enter into, observe, and perform the transactions contemplated by this Agreement and those other instruments and documents.

(iv) The City will take no action that would otherwise result in a reduction of Service Payments or corresponding compensation due under this Agreement, for the term that this Agreement is in effect.

**Section 8. Provision of Information.** The Developer agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Developer with the terms of this Agreement. The Developer further agrees to cooperate in all reasonable ways with and to provide necessary and reasonable information to the City to enable the City to submit the status report required by the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31<sup>st</sup> of each year.

**Section 9. Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents, or approvals given, required, or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given

hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications must be sent. The present addresses of the parties follow:

(i) As to the City:

City of Brookville, Ohio  
301 Sycamore Street  
Brookville, Ohio 45309  
Attention: City Manager

(ii) As to the Developer:

Grand Communities, LLC  
3940 Olympic Blvd. Suite #400  
Erlanger, Kentucky 41018  
Attn: Michael Kady, President

**Section 10. Successors; Assignment; Amendments; City Consents.** This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of all parties hereto; provided, however, that the Developer may, without the consent of the City, assign its rights and obligations under this Agreement to a lender for the purpose of obtaining financing for the Project, as long as such an assignment provides that the Developer remains liable for all of its obligations under this Agreement. The City will cooperate with any reasonable assignment request by a lender in connection with that financing. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Property to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent or agreement of the City to be given under this Agreement must be given by the City Manager and must be given in writing.

**Section 11. Extent of Covenants; No Personal Liability.** All covenants, stipulations, obligations, and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation, or agreement will be deemed a covenant, stipulation, obligation, or agreement of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity, and neither the members of the City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations, or agreements of the City or the Developer contained in this Agreement.

## Section 12. Default, Remedies, and Cure Period.

A. Event of Default. Any one or more of the following constitutes an “Event of Default” under this Agreement:

- (i) The Developer fails to perform or observe any material obligation under this Agreement, and failure by Developer to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the “Cure Period”); provided, however, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City’s initial notice of default; and
- (ii) The Developer makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made; and
- (iii) The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property related to the Project;
- (iv) The Developer makes a general assignment for the benefit of creditors;
- (v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or
- (vi) The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any state relating to the relief of debtors.

B. Remedies. Upon the occurrence of an Event of Default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof, whereupon the Reimbursement Obligation shall be deemed paid in full, and/or (ii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. Developer shall be liable for all costs and damages, including, without limitation, attorneys’ fees, suffered or incurred by the City as a result of a default or Event of Default of Developer under this Agreement or the City’s termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

**Section 14. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable

provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible that is and will be legal, valid, and enforceable.

**Section 15. Separate Counterparts.** This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

**Section 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

**Section 17. Governing Law and Choice of Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its employees, contractors, subcontractors, and agents, and an Owner, its employees, contractors, subcontractors, and agents, and a Developer, its employees, contractors, subcontractors, and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the City and the Developer have caused this Tax Increment Financing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF BROOKVILLE, OHIO

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Printed: Jack Kuntz

Title: City Manager

Grand Communities, LLC, a Kentucky  
Limited Liability Corporation

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Printed: Michael W. Kady

Title: President

Approved as to Form:

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Rodney Stephan  
City of Brookville Law Director

**FISCAL OFFICER'S CERTIFICATE  
CITY OF BROOKVILLE, OHIO**

The City has no obligation to make payments pursuant to the foregoing Agreement except for payments from Service Payments collected and deposited into the Fund and has no obligation to make any payments under this Agreement in Fiscal Year 2024. Accordingly, as fiscal officer for the City of Brookville, Ohio, I hereby certify that during Fiscal Year 2024 no funds are required to meet the obligations of the City under the foregoing Agreement or to be lawfully appropriated for the purposes thereof or available in the treasury of the City, in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: \_\_\_\_\_, 2025

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Michelle Brandt, Fiscal Officer

Dated: \_\_\_\_\_

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(ABOVE LINE FOR RECORDER'S USE ONLY)

## **SERVICE AGREEMENT AND DECLARATION OF CONTINUING PRIORITY LIENS**

THIS SERVICE AGREEMENT AND DECLARATION OF CONTINUING PRIORITY LIENS (this "Service Agreement and Declaration") is made as of the \_\_\_\_ day of \_\_\_\_, 2025 by and between Grand Communities, LLC, a Kentucky limited liability company authorized to transact business under the laws of the State of Ohio ("Developer") and the City of Brookville, an Ohio municipality and political subdivision (the "City").

### Recitals:

A. Developer is the current legal and beneficial owner of all of that certain real property situated in the boundaries of the City and more fully described on Exhibit A hereto incorporated herein by this reference (the "Property").

B. Developer (together with any successor or assign of any or all of the interest of Developer in or to the Property, the "Owner") and the City are the parties to that certain Meadowlark TIF Agreement dated as of \_\_\_\_\_, 2025 (the "Development Agreement") relating to the creation of the Meadowlark TIF District and the use of such Statutory Service Payments (as defined below) as may be generated thereby.

C. In accordance with the terms of the Development Agreement, and in order to establish the Meadowlark TIF District, the City passed its Ordinance No. \_\_\_\_ on \_\_\_\_\_ (the "TIF Ordinance") pursuant to Ohio Revised Code Section 5709.40(C), creating a tax increment financing exemption with respect to certain parcels of real property inclusive of the Property (the Development Agreement and the TIF Ordinance, each as in effect from time to time, are hereinafter referred to collectively as the "TIF Documentation").

D. Pursuant to the TIF Documentation, certain real property taxes with respect to the Property have been exempted by the City, and the City has required and the Owner agrees to make certain service payments in lieu of taxes in amounts equal to those exempted taxes relating to the

Property to the Treasurer of Montgomery County, Ohio for credit to the account of the City (as further defined herein, "Statutory Service Payments").

E. As described further in the Development Agreement, the City will, *inter alia*, and from Statutory Service Payments received, reimburse the Developer for the costs of construction of certain public infrastructure improvements necessary for the orderly development of the Property, in accordance with the applicable terms of the TIF Documentation (the "Reimbursement Payment").

F. The obligations of the Owner to pay Statutory Service Payments and to fulfill all other obligations set forth in this Declaration are irrevocable and attach to and run with the Property, for the benefit of the City, and its assignees.

Service Agreement and Declaration:

NOW, THEREFORE, in consideration of the foregoing Recitals, the "TIF Exemption" (defined below) provided by the City and the provision of the Reimbursement Payment, the Owner hereby declares and agrees as follows:

1. Definitions. As used in this Service Agreement and Declaration, in addition to terms defined elsewhere herein or by reference to the TIF Documentation, the following terms, shall have the following meanings:

**"Assessed Valuation"** means, for any given tax year, the taxable value of the Property as such value is determined from time to time by the Montgomery County, Ohio Auditor.

**"Improvements"** means any increase in the Assessed Valuation of any real property that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under Ohio Revised Code Section 5709.40 were it not for the exemption granted by that legislation.

**"Service Payments"** means the Statutory Service Payments as authorized by the TIF Ordinance.

**"TIF Act"** means applicable provisions of Sections 5709.40 *et seq.*, 5709.43, and related provisions of the Ohio Revised Code, all as enacted and amended from time to time.

**"TIF Area"** means the real property exempted from taxation pursuant to the TIF Ordinance.

**"TIF Exemption"** means the exemption by the City of the Improvements to the TIF Area, including the Property, from real property taxation pursuant to the TIF Act and the TIF Ordinance, in accordance with and subject to the terms thereof and of the TIF Documentation.

2. Declaration of Obligations and Encumbrance. Developer, as Owner, hereby declares and agrees, for the benefit of the City, as covenants running with and binding on the Property, and on each Owner from time to time of any or all of the Property, and any interest therein, that:

(i) In accordance with the TIF Ordinance, each Owner shall make (or cause to be made) each and all of the Statutory Service Payments to, or for credit to the account of, the City, at or prior to the time when the same shall be due and payable pursuant to such TIF Ordinance. Any late payments of Statutory Service Payments will be subject to the penalties and interest as required by the TIF Act and the TIF Ordinance.

(ii) The Owner shall pay (or cause to be paid), on or before the dates due, all real property taxes and assessments imposed by a governmental authority with respect to the Property and the improvements located thereon, and shall file or cause to be filed all appropriate information and returns required in connection therewith.

(iii) The Owner hereby consents to the City filing any and all requisite exemption forms on behalf of and "with consent" of the Owner as contemplated by Ohio Revised Code Section 5709.911, including but not limited to, an Ohio Revised Code Section 5709.911 Notice and appropriate Ohio Department of Taxation tax exemption application.

(iv) With the exception of the TIF Exemption, and unless the Reimbursement Payment shall have been made in full, the Owner shall not, for the duration of the TIF Exemption, apply for, seek, or accept any other real property tax exemption with respect to the Property or any of the Improvements thereon without the consent of the City.

3. Term. This Service Agreement and Declaration shall remain in full force and effect until the final Statutory Service Payments are made in accordance with the terms hereof and of the TIF Ordinance. After such final payments are irrevocably paid in accordance with the terms hereof and of the TIF Ordinance, this Service Agreement and Declaration shall cease and terminate without the need for any further instrument of termination.

4. Enforcement: Lien Rights. The provisions of this Service Agreement and Declaration may be enforced by the City or the Montgomery County, Ohio Treasurer (collectively, the "Obligees"). It is the intention and agreement of the Owner that, in accordance with the TIF Documentation, this Service Agreement and Declaration and the covenants herein shall be specifically enforceable by each of the Obligees by mandatory injunction or any other remedy at law or in equity. The Owner specifically acknowledges that the Statutory Service Payments are secured by the statutory lien imposed in or pursuant to Ohio Revised Code Section 5709.91 and the authorities therein mentioned. It is the further intention and agreement of the Owner that this Service Agreement and Declaration shall constitute, and be deemed to be, and the Owner hereby

imposes on the Property, a lien encumbering and running with the Property to secure the obligations of the Owner to make Statutory Service Payments (and, if applicable, pay interest and penalties) and that lien is intended to have the same lien and priority rights as real property taxes; and the Owner (for itself and its successors in interest) agrees not to contest such lien rights or priority. In furtherance of the foregoing, each of the Obligees may, upon the Owner's default of such obligations, and without limiting any other right or remedy otherwise available to such Obligee, foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages or delinquent real property taxes.

5. Binding Effect. The provisions of this Service Agreement and Declaration shall encumber, and run with, the Property and each parcel of land from time to time constituting a part thereof.

6. No Amendments without Consent. This Service Agreement and Declaration may not be amended, changed, or otherwise modified except with written consent of the City.

7. Governing Law. This Service Agreement and Declaration, and the obligations of the Owner and the rights of the Obligees hereunder, shall be governed by the substantive laws of the State of Ohio, without regard to choice of law principles.

*[Signatures follow on the next page.]*

IN WITNESS WHEREOF, Developer, as the current Owner, has hereunto set its hand as of the date first above written.

Grand Communities, LLC

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

STATE OF KENTUCKY      )  
                                    ) SS:  
COUNTY OF BOONE      )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Grand Communities LLC, a Kentucky limited liability company, who acknowledged that he signed the foregoing instrument as that officer for said company, for and on behalf of said limited liability company, and that the same is his free act and deed as such officer and individually, and the free act and deed of that limited liability company. This is an acknowledgement clause, no oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand at \_\_\_\_\_, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Acknowledged and Agreed to by:

City of Brookville, Ohio

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

Approved as to form:

By: \_\_\_\_\_  
Name: Rodney Stephan  
Title: Law Director

STATE OF OHIO )  
 ) SS:  
COUNTY OF Montgomery )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Brookville, Ohio, a municipality and political subdivision, who acknowledged that he signed the foregoing instrument as that officer for said company, for and on behalf of said limited liability company, and that the same is his free act and deed as such officer and individually, and the free act and deed of that limited liability company. This is an acknowledgement clause, no oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand at \_\_\_\_\_, Ohio, on this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

## Notary Public

My Commission Expires: \_\_\_\_\_

This instrument prepared by:

Richard C. Spoor, Esq.  
Keating Muething & Klekamp, P.L.L.C.  
1 E. 4<sup>th</sup> Street, Suite 1400  
Cincinnati, Ohio 45202

CERTIFICATE OF CITY ENGINEER  
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

WHEREAS, pursuant to Ohio Revised Code (“ORC”) Section 5709.40(C), the City Council of the City of Brookville, Ohio (the “*City*”), desires to create the “Meadowlark Incentive District” (the “*Proposed District*”) and to declare improvements to parcels of real property located within the Proposed District to be a public purpose and exempt from taxation; and

WHEREAS, the real property specifically identified and depicted on Exhibit A (collectively, the “*Parcels*”) is located in the City of Brookville, Montgomery County, Ohio; and

WHEREAS, the boundary of the Proposed District would be coextensive with the boundary of the Parcels within the Proposed District as further depicted and described on Exhibit A; and

WHEREAS, Section 5709.40(A)(5) of the ORC requires the Proposed District to (1) be not more than three hundred acres in size enclosed by a contiguous boundary and (2) have one or more distress characteristics, which may include a certification from the engineer for the political subdivision that there is inadequate public infrastructure serving the Proposed District, evidenced by a written economic development plan for the Proposed District pursuant to ORC 5709.40(A)(5)(f);

WHEREAS, the area within the Proposed District has been studied and the “Meadowlark Development Plan – Residential Incentive District” (the “*Development Plan*”) has been prepared for that area, detailing the development needs of the Parcels and the Proposed District; and

WHEREAS, the City intends to adopt such Development Plan and to create the Proposed District through an ordinance should the City of Brookville’s engineer certify, upon review of the Development Plan, that the Proposed District meets the size requirements of ORC 5709.40(A)(5) and that the public infrastructure serving the Proposed District is inadequate; and

WHEREAS, the undersigned acting engineer for the City of Brookville, Ohio has reviewed the Development Plan;

NOW, THEREFORE, I certify that I am the duly appointed, qualified, and acting city engineer of the City of Brookville, Ohio, and that:

1. The Proposed District contains an area not more than three hundred acres in size enclosed by a continuous boundary.
2. The public infrastructure serving the Proposed District is inadequate to meet the development needs of that Proposed District as evidenced by the Development Plan.

Dated:

\_\_\_\_\_  
Name:

EXHIBIT A

IDENTIFICATION AND MAP OF THE INCENTIVE DISTRICT

The enclosed area on the following map specifically identifies and depicts the Parcels and the boundaries of the Incentive District, and constitutes part of this Exhibit A. The following Parcel numbers are as of October 18 and are included for ease of reference only.

Parcel Numbers:

C05 00314 0056  
C05 00314 0020

Map: See Attached

Grand Communities, LLC.  
Preliminary Development Budget



Project/Phase Number: Meadowlark (RFK+K)  
Number of Homesites: 113 Size: 34' Minimum Paired Patio  
Total Homesites: 113  
Linear Feet of Street: 3,075

Cost Class	Excavation + Grading	Quantity	Units	Unit Price	Extension	Remarks
140	Excavation	31,165	CY	\$ 8.00	\$ 249,320.00	
140	Backfill Curb	6,010	LF	\$ 2.50	\$ 15,025.00	
140	Subgrade Preparation	11,770	SY	\$ 250	\$ 29,425.00	5' Behind Curb
140	Excavation (Utility Spoils)	3	LS	\$ 10,000.00	\$ 30,000.00	
					Sub-Total	\$ 323,770.00

Cost Class	Undercut/Soil Stabilization	Quantity	Units	Unit Price	Extension	Remarks
141	Undercut - Benching	2,210	CY	\$ 10.00	\$ 22,100.00	
					Sub-Total	\$ 22,100.00

Cost Class	Clearing + Grubbing	Quantity	Units	Unit Price	Extension	Remarks
142	Clearing + Grubbing	17	Acre	\$ 5,000.00	\$ 102,000.00	
					Sub-Total	\$ 102,000.00

Cost Class	Top Soil Stripping + Mowing	Quantity	Units	Unit Price	Extension	Remarks
144	Top Soil Stripping, Re-Spreading, + Mowing	15,026	CY	\$ 9.00	\$ 135,234.00	
					Sub-Total	\$ 135,234.00

Cost Class	Erosion Control	Quantity	Units	Unit Price	Extension	Remarks
146	Stabilized Construction Entrance	3	Each	\$ 5,000.00	\$ 15,000.00	
146	Silt Fence	6,150	LF	\$ 2.00	\$ 12,300.00	
146	Curb Inlet Protection	24	Each	\$ 250.00	\$ 6,000.00	
146	Yard Inlet Protection	7	Each	\$ 250.00	\$ 1,750.00	
146	Erosion Control Maintenance	3	LS	\$ 5,000.00	\$ 15,000.00	
					Sub-Total	\$ 50,050.00

Cost Class	Seeding	Quantity	Units	Unit Price	Extension	Remarks
148	Permanent Seeding with Netting	12,820	SY	\$ 1.50	\$ 19,230.00	
148	Right-of-Way Seeding	6,510	SY	\$ 1.50	\$ 9,765.00	
148	Temporary Seeding (Over Lot)	12	Acre	\$ 2,500.00	\$ 31,000.00	
					Sub-Total	\$ 59,995.00

Cost Class	Geo-Technical/Sub-Surface Investigations	Quantity	Units	Unit Price	Extension	Remarks
160	Geo-Technical - Minimal Grading	113	Lot	\$ 250.00	\$ 28,250.00	
160	Geo-Technical - Per Phase	3	LS	\$ 5,000.00	\$ 15,000.00	
					Sub-Total	\$ 43,250.00

Cost Class	Storm Sewer	Quantity	Units	Unit Price	Extension	Remarks
180	12" HDPE	2,122	LF	\$ 60.00	\$ 127,320.00	
180	15" HDPE	642	LF	\$ 65.00	\$ 41,730.00	
180	18" HDPE	848	LF	\$ 70.00	\$ 59,360.00	
180	24" HDPE	382	LF	\$ 110.00	\$ 42,020.00	
180	15" Concrete Headwall	1	Each	\$ 1,600.00	\$ 1,600.00	
180	13" Concrete Headwall	3	Each	\$ 1,700.00	\$ 5,100.00	
180	24" Concrete Headwall	1	Each	\$ 2,400.00	\$ 2,400.00	
180	Curb and Gutter Inlet	24	Each	\$ 2,800.00	\$ 67,200.00	
180	Yard Drain - 2x2' (CB 2-2)	7	Each	\$ 1,800.00	\$ 12,600.00	
180	Rip Rap	50	CY	\$ 200.00	\$ 10,000.00	
180	Storm Manhole	4	Each	\$ 4,500.00	\$ 18,000.00	
180	Overflow Structure	2	Each	\$ 5,000.00	\$ 10,000.00	
180	Pond Skimmer	2	Each	\$ 3,000.00	\$ 6,000.00	
180	Storm Televising	3,994	LF	\$ 2.00	\$ 7,988.00	
					Sub-Total	\$ 411,318.00

Cost Class	Sanitary Sewer Extension	Quantity	Units	Unit Price	Extension	Remarks
185	8" PVC Sanitary Sewer	69	LF	\$ 105.00	\$ 7,245.00	Including and downstream of MH-1
185	Sanitary Manhole + Castings	1	Each	\$ 6,500.00	\$ 6,500.00	
185	Sanitary Testing	69	LF	\$ 2.00	\$ 138.00	
185	Sanitary Televising	69	LF	\$ 2.00	\$ 138.00	
185	Traffic Control	1	Each	\$ 5,000.00	\$ 5,000.00	GCL Estimate
185	Adjust Existing Manhole Rim	1	Each	\$ 1,000.00	\$ 1,000.00	
185	Tie into Existing Sewer	1	Each	\$ 5,000.00	\$ 5,000.00	
					Sub-Total	\$ 25,021.00

Cost Class	Sanitary Sewer	Quantity	Units	Unit Price	Extension	Remarks
185	8" PVC Sanitary Sewer (SDR 35)	2,782	LF	\$ 105.00	\$ 292,110.00	
185	Sanitary Manhole + Castings	11	Each	\$ 6,500.00	\$ 71,500.00	
185	Sanitary Cleanout	48	Each	\$ 1,800.00	\$ 86,400.00	
185	8"x6" PVC Wye	43	Each	\$ 225.00	\$ 10,800.00	
185	5" Sanitary Laterals - PVC	1,920	LF	\$ 85.00	\$ 163,200.00	
185	Sanitary Testing	2,782	LF	\$ 2.00	\$ 5,564.00	
185	Sanitary Televising	2,782	LF	\$ 2.00	\$ 5,564.00	
185	Adjust Existing Manhole Rim	2	Each	\$ 1,000.00	\$ 2,000.00	
185	Tie into Existing Sewer	2	Each	\$ 5,000.00	\$ 10,000.00	
					Sub-Total	\$ 647,138.00

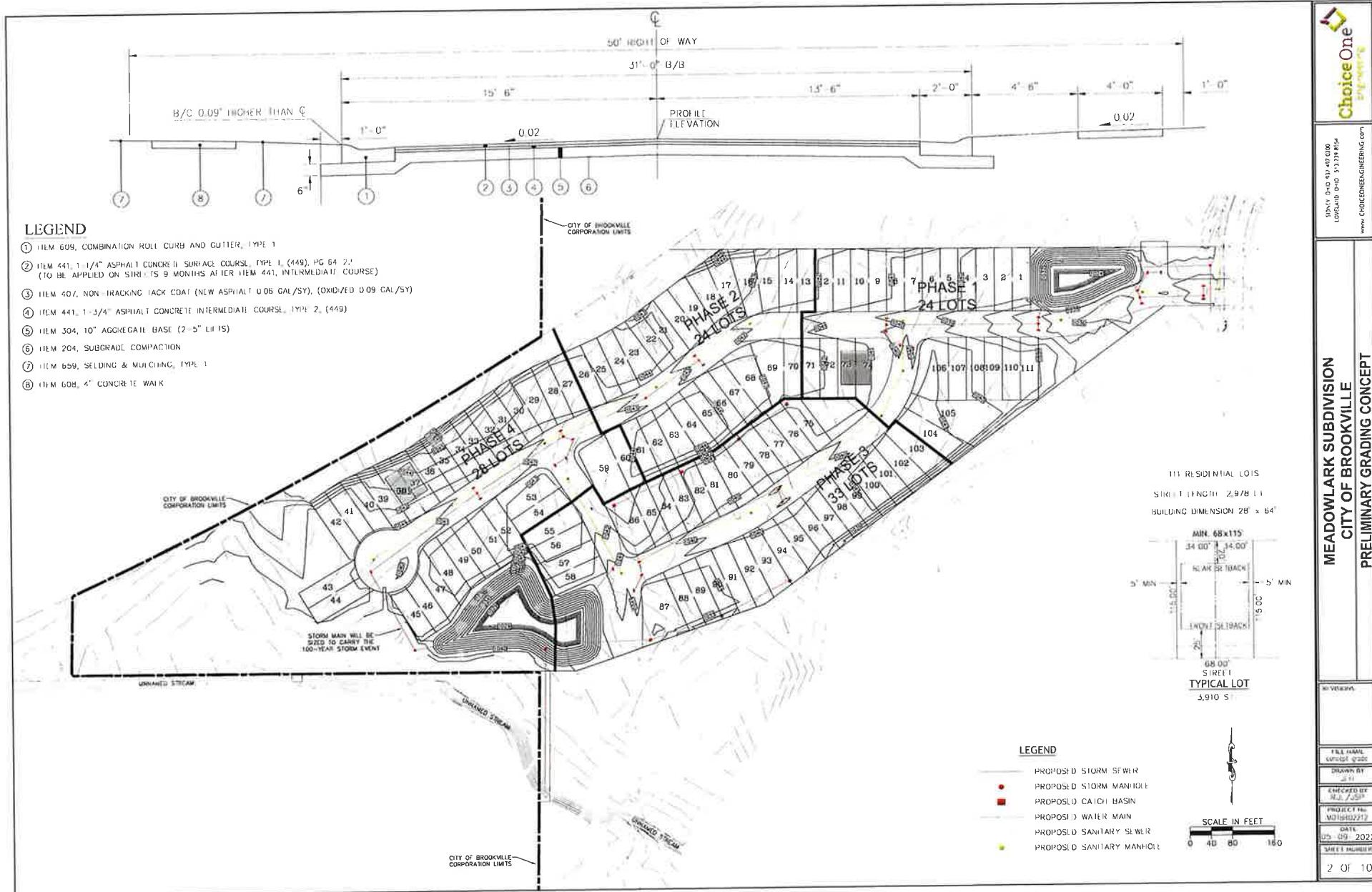
Cost Class	Powered Utilities	Quantity	Units	Unit Price	Extension	Remarks
190	Crossover Pipe - Various Sizes (50)	1,740	LF	\$ 50.00	\$ 87,000.00	
					Sub-Total	\$ 87,000.00

**Grand Communities, LLC.**  
**Preliminary Development Budget**

Project/Phase Number:		Meadowark (RFK+K)				Plans Dated: <u>July 2025</u>		
Number of Homesites:		113	Size: 34' Minimum		Paved Patio		Estimate Date: <u>February 2025</u>	
Total Homesites:		113					Prepared By: <u>B. Raybourne 2/1/25</u>	
Cost Class	Water Lines	Quantity	Units	Unit Price	Extension	Remarks		
195	5" Water Main (DIP)	3,100	LF	\$ 75.00	\$ 232,500.00			
195	Fire Hydrant	3	Each	\$ 7,200.00	\$ 21,600.00			
195	Temporary Plug and Block	3	Each	\$ 400.00	\$ 1,200.00			
195	Valve w/ Box - 8"	10	Each	\$ 1,600.00	\$ 16,000.00			
195	3/4" Water Tap + Service (Short)	57	Lot	\$ 1,200.00	\$ 67,200.00			
195	3/4" Water Tap + Service (Long)	57	Lot	\$ 2,000.00	\$ 114,000.00			
195	Tie into Existing Main	3	Each	\$ 5,000.00	\$ 15,000.00			
195	Fittings, Wire, + Tape	3	LS	\$ 3,000.00	\$ 9,000.00			
195	Watertite Testing	3,100	LF	\$ 1.50	\$ 4,650.00			
					<b>Sub-Total</b> \$ 525,550.00			
Cost Class	Street Signs	Quantity	Units	Price	Extension	Remarks		
210	Street Signs - DOT Stop Sign with Streets	6	Each	\$ 1,850.00	\$ 11,100.00			
210	Street Signs - Speed Limit	6	Each	\$ 500.00	\$ 3,000.00			
210	Street Signs - Road Barricade	4	Each	\$ 500.00	\$ 2,000.00			
					<b>Sub-Total</b> \$ 16,100.00			
Cost Class	Streets - Base Paving	Quantity	Units	Unit Price	Extension	Remarks		
220	Item 304 10" Aggregate Base	11,770	SY	\$ 38.00	\$ 447,260.00			
220	Item 441 1.75" Asphalt Intermediate	10,015	SY	\$ 12.00	\$ 120,180.00			
					<b>Sub-Total</b> \$ 567,440.00			
Cost Class	Streets - Final Paving	Quantity	Units	Unit Price	Extension	Remarks		
220	Item 448 - 1.25" Asphalt Concrete, Surface Course	10,015	SY	\$ 11.00	\$ 110,165.00			
220	Item 407 - Tack Coat	10,015	SY	\$ 1.50	\$ 15,022.50			
					<b>Sub-Total</b> \$ 145,217.50			
Cost Class	Curb + Gutter	Quantity	Units	Unit Price	Extension	Remarks		
225	Item 609 - Curb (Type 1 24" Straight Curb)	6,010	LF	\$ 24.00	\$ 144,240.00			
					<b>Sub-Total</b> \$ 144,240.00			
Cost Class	Underground Elec/Phone/CATV/Gas	Quantity	Units	Unit Price	Extension	Remarks		
240	Joint Trench Cost (Elec/Phone/Catv)	3,075	LF	\$ 20.00	\$ 61,500.00			
240	Gas Installation	3,075	LF	\$ -	\$ -	Per Division, No Gas in Community		
					<b>Sub-Total</b> \$ 61,500.00			
Cost Class	Street Lights/Miscellaneous	Quantity	Units	Unit Price	Extension	Remarks		
270	Street Lights (Complete System)	11	Each	\$ 4,500.00	\$ 49,500.00			
					<b>Sub-Total</b> \$ 49,500.00	Assumed every 300' (GCL Estimate)		
Cost Class	Sidewalks	Quantity	Units	Unit Price	Extension	Remarks		
280	Concrete Sidewalk (5' Wide minimum)	4,875	SF	\$ 10.00	\$ 48,750.00			
280	ADA Truncated Domes	14	Each	\$ 550.00	\$ 7,700.00			
					<b>Sub-Total</b> \$ 56,450.00			
Cost Class	Civil Engineering	Quantity	Units	Unit Price	Extension	Remarks		
400	Civil Engineering - Construction Plans	113	Lot	\$ 1,000.00	\$ 113,000.00			
400	Civil Engineering - Reimbursable Expenses/Misc.	3	LS	\$ 2,500.00	\$ 7,500.00			
					<b>Sub-Total</b> \$ 120,500.00			
Cost Class	Survey / Construction Staking	Quantity	Units	Unit Price	Extension	Remarks		
408	Survey / Construction Layout	113	Lot	\$ 400.00	\$ 45,200.00			
408	Survey / As-Builts	3	LS	\$ 3,190.00	\$ 9,570.00			
408	Survey / Street Centerline Monumentation	113	Lot	\$ 140.00	\$ 15,820.00			
408	Survey / Record Plat	3	LS	\$ 5,940.00	\$ 17,820.00			
408	Survey / Lot Monumentation	113	Lot	\$ -	\$ -	Included with Centerline Monumentation		
					<b>Sub-Total</b> \$ 88,410.00			
Cost Class	Bonds	Quantity	Units	Unit Price	Extension	Remarks		
420	Bonding - Performance (Public Improvements)	3	LS	\$ 5,000.00	\$ 15,000.00			
					<b>Sub-Total</b> \$ 15,000.00	Included in Inspection Fee		
Cost Class	Plan Review + Inspection Fees	Quantity	Units	Unit Price	Extension	Remarks		
440	City of Brookville - Construction Plan Review Fee	3	LS	\$ 1,200.00	\$ 3,600.00			
440	City of Brookville - Stormwater Management Report Fee	3	LS	\$ 200.00	\$ 600.00			
440	City of Brookville - Major Subdivision Inspection Fee	3	LS	\$ 700.00	\$ 21,000.00	1% of Engineer's Estimate		
					<b>Sub-Total</b> \$ 30,300.00			
Cost Class	Plat Fees	Quantity	Units	Unit Price	Extension	Remarks		
442	City of Brookville - Final Plat Fee	3	LS	\$ 100.00	\$ 300.00			
442	Montgomery County - Recording Fee (Final Plat)	3	LS	\$ 40.00	\$ 120.00	\$40 minimum / \$0.10 per square inch		
					<b>Sub-Total</b> \$ 420.00			
Cost Class	General Cleaning	Quantity	Units	Unit Price	Extension	Remarks		
560	General Cleaning	113	Lot	\$ 100.00	\$ 11,300.00			
					<b>Sub-Total</b> \$ 11,300.00			

Grand Communities, LLC.  
Preliminary Development Budget

Project/Phase Number:	Meadowlark (RFK+K)																									
Number of Homesites:	113	Size: 34' Minimum	Paint Paint	Plans Dated:	July 2024																					
Total Homesites:	113			Estimate Date:	February 2025																					
Linear Feet of Street:	3,075			Prepared By:	B. Raybourne 2/13/25																					
<table border="1"><thead><tr><th>Cost Class</th><th>Warranty/Repair</th><th>Quantity</th><th>Units</th><th>Unit Price</th><th>Extension</th><th>Remarks</th></tr></thead><tbody><tr><td>800</td><td>Warranty/Repair/Bond Release</td><td>113</td><td>Lot</td><td>\$ 200.00</td><td>\$ 22,600.00</td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>Sub-Total</td><td>\$ 22,600.00</td></tr></tbody></table>						Cost Class	Warranty/Repair	Quantity	Units	Unit Price	Extension	Remarks	800	Warranty/Repair/Bond Release	113	Lot	\$ 200.00	\$ 22,600.00							Sub-Total	\$ 22,600.00
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FISCHER HOMES



WEMBLEY

*Paired Patio Home Collection*

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Approximately 1247 sq ft and Up



COASTAL COTTAGE



WESTERN CRAFTSMAN



COASTAL COTTAGE  
WITH OPTIONAL LOFT



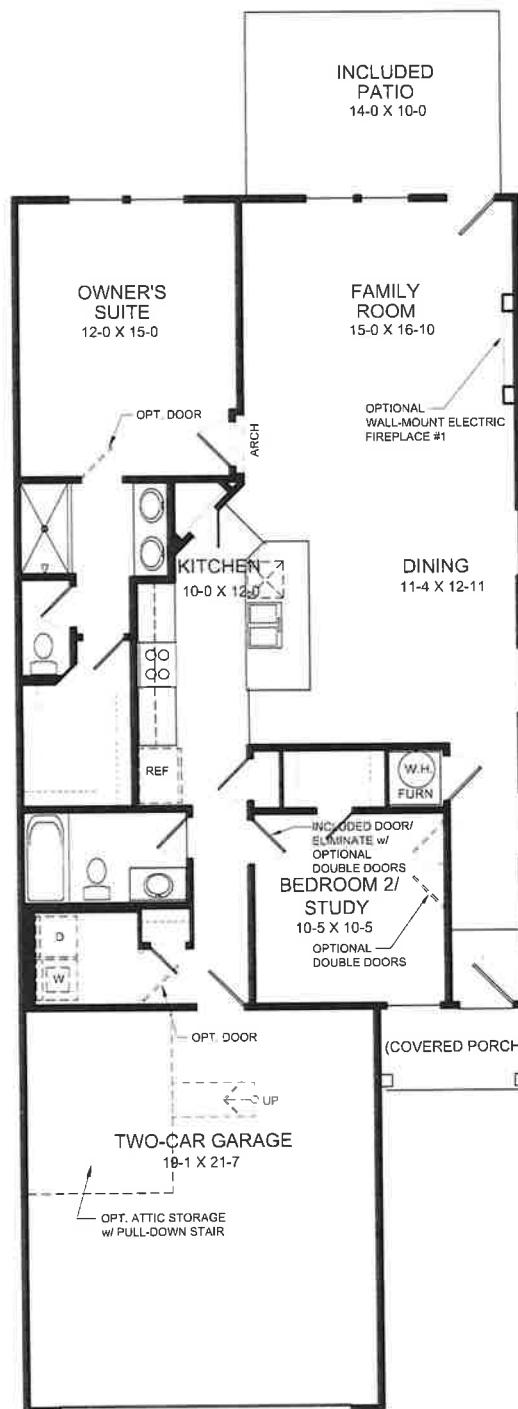
WESTERN CRAFTSMAN  
WITH OPTIONAL LOFT

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**FIRST FLOOR DESIGN**  
(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)

FINISHED FIRST FLOOR= 1247 SQ. FT.  
FINISHED LOWER LEVEL= 948 SQ. FT.  
TOTAL FINISHED= 2,195 SQ. FT.  
UNFINISHED LOWER LEVEL= 248 SQ. FT.  
GARAGE= 416 SQ. FT.  
FRONT PORCH= 38 SQ. FT.  
TOTAL UNDER ROOF= 1,701 SQ. FT.



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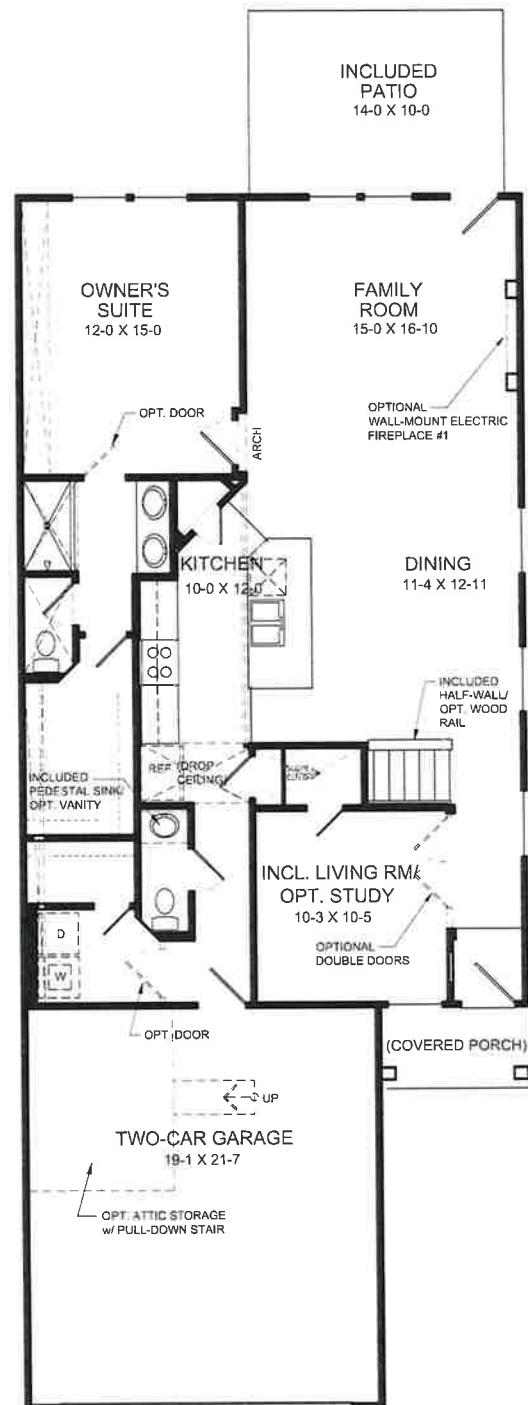
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### FIRST FLOOR DESIGN WITH OPTIONAL LOFT

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT. NOT AVAILABLE WITH OPTIONAL LOWER LEVEL)



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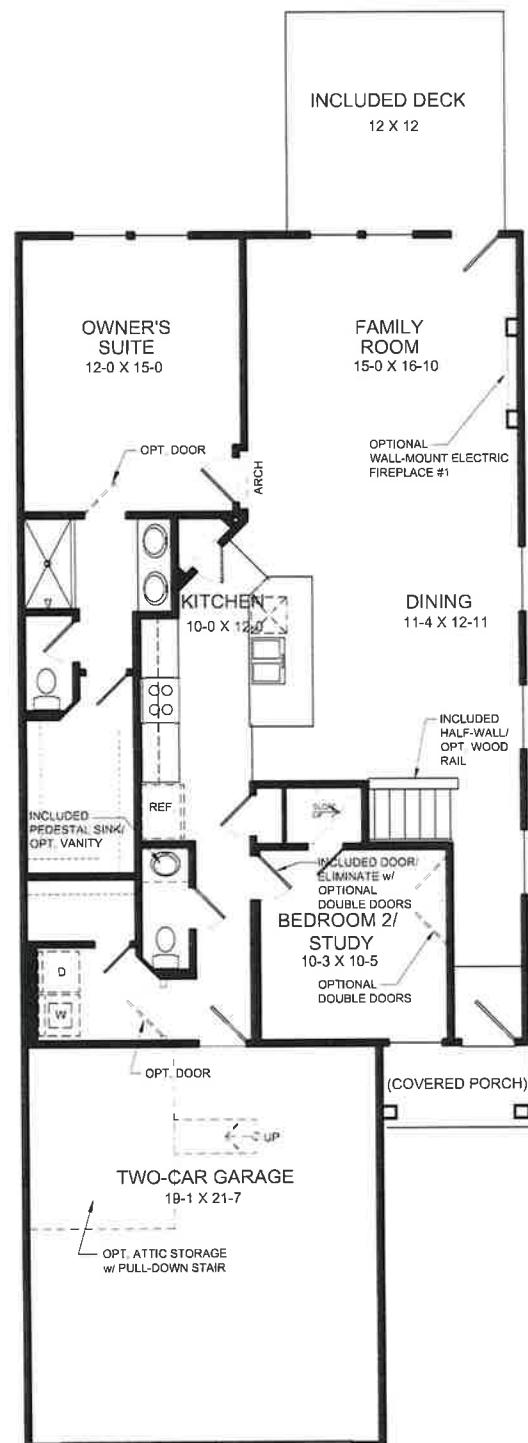
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**FIRST FLOOR DESIGN WITH OPTIONAL FINISHED LOWER LEVEL**  
(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT. NOT AVAILABLE WITH OPTIONAL LOFT)



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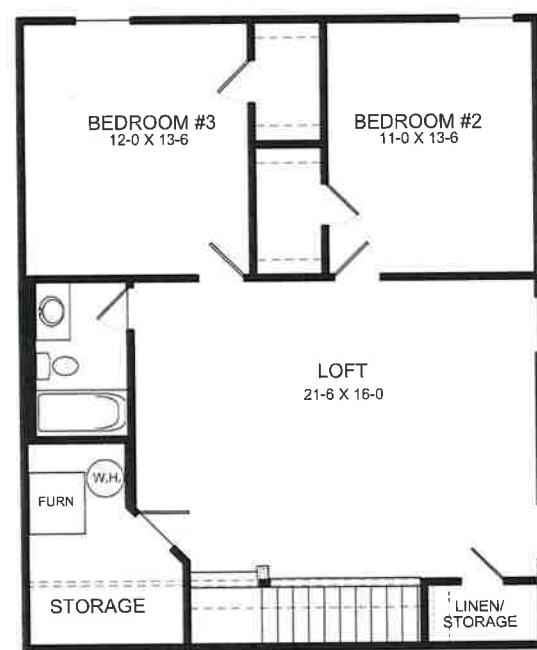
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**OPTIONAL LOFT DESIGN**  
(INCLUDED 8FT CEILING HEIGHT)



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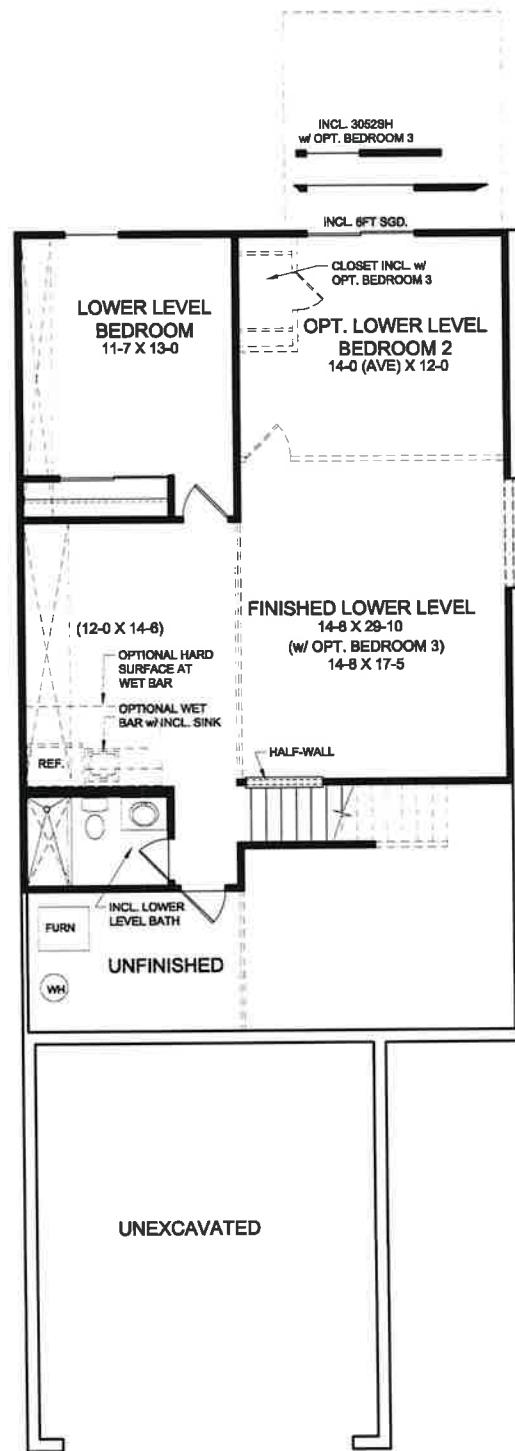
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**OPTIONAL FINISHED LOWER LEVEL DESIGN**  
(INCLUDED 8FT CEILING HEIGHT. INCLUDES FINISHED REC. RM., BEDROOM 2 & BATHROOM)

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## WESTERN CRAFTSMAN



## COASTAL COTTAGE

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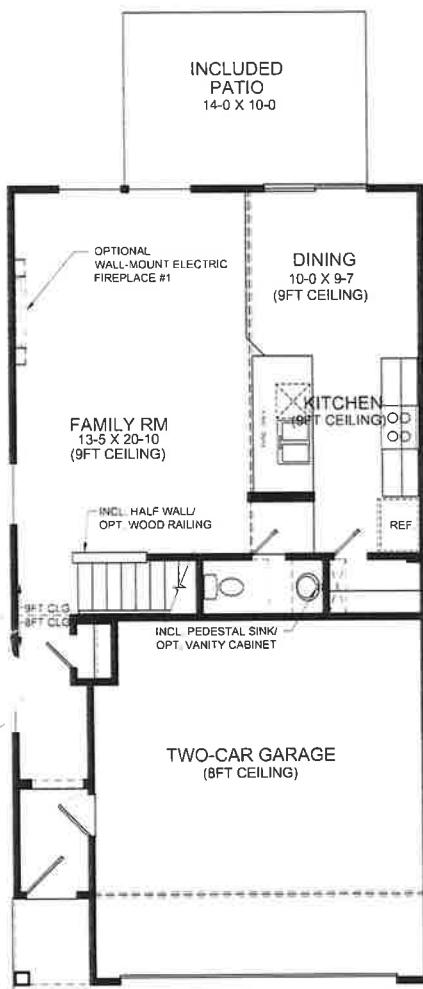
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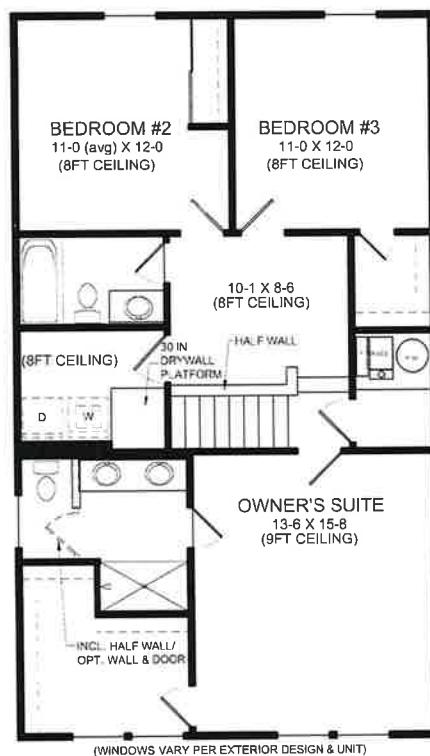
Our Blend Just for You

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Approximately 1657 sq ft and Up



**FIRST FLOOR DESIGN**  
INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT



**SECOND FLOOR DESIGN**

### FIRST FLOOR FEATURES

- Open Plan Design
- 9ft Ceiling Height in Family Room, Dining and Kitchen
- Large Kitchen Pantry
- Included Outdoor Patio
- Included Covered Entry
- Included Two-Car Garage

### SECOND FLOOR FEATURES

- Large Owner's Suite with Private Bath
- Large Owner's Walk-in Closet
- Optional Double Vanity in Owner's Bath
- Included 9ft Ceiling in Owner's Suite
- Three Total Bedrooms Included
- Optional Second Owner's Suite with Private Bath in lieu of Bedrooms Two and Three
- Convenient Second Floor Laundry

FINISHED FIRST FLOOR= 676 SQ. FT.

FINISHED SECOND FLOOR= 981 SQ. FT.

TOTAL FINISHED= 1,657 SQ. FT.

GARAGE= 389 SQ. FT.

FRONT PORCH= 20 SQ. FT.

TOTAL UNDER ROOF= 2,066 SQ. FT.



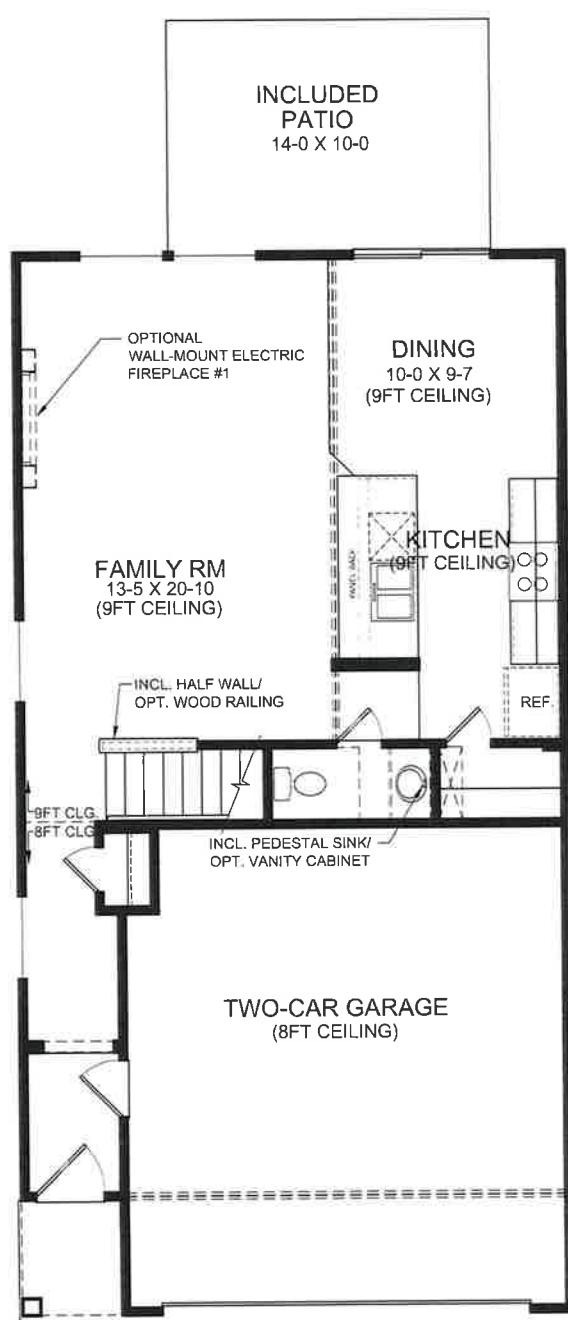
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Approximately 1657 sq ft and Up



**FIRST FLOOR DESIGN**  
(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



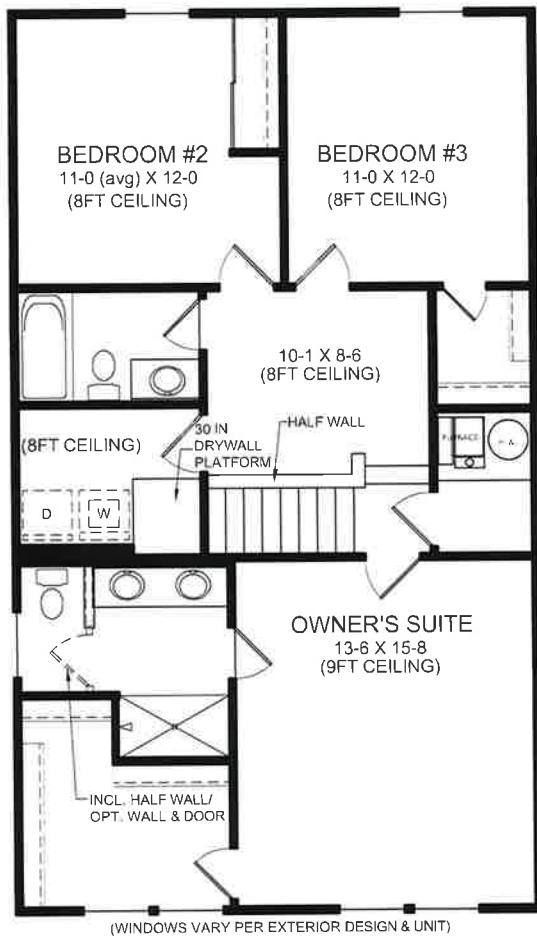
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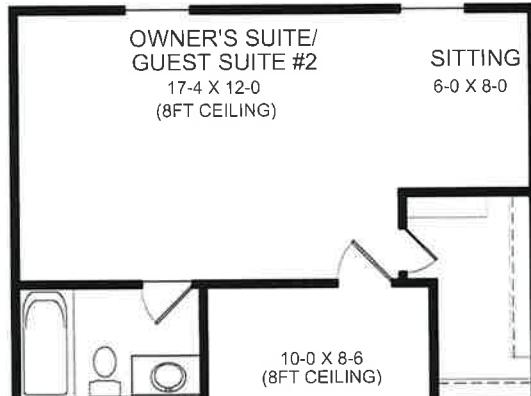
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**SECOND FLOOR DESIGN**  
(SHOWN AS WESTERN CRAFTSMAN EXTERIOR- 'UNIT A')



OPTIONAL OWNER'S SUITE/GUEST SUITE #2  
IN LIEU OF BEDROOM 2 & 3



WESTERN CRAFTSMAN EXTERIOR 'UNIT B'



COASTAL COTTAGE EXTERIOR 'UNIT B'



COASTAL COTTAGE EXTERIOR 'UNIT A'

## SECOND FLOOR DESIGN OPTIONS

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