

RESOLUTION AUTHORIZING THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO ENTER INTO THE ASHTABULA COUNTY COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENT WITH 1800 S BROADWAY OWNER LLC AND CHIPOTLE MEXICAN GRILL OF COLORADO LLC

WHEREAS, Ashtabula County has encouraged new construction and the development of real property located in the area designated as a Community Reinvestment Area in Ashtabula County; and

WHEREAS, 1800 S Broadway Owner LLC is desirous of building a restaurant to be leased by Chipotle Mexican Grill of Colorado LLC at 1800 S. Broadway, Harpersfield Township, Ohio 44041 (permanent parcel 22-007-00-038-03) Ashtabula County, which is located within the boundaries of the aforementioned Community Reinvestment Area; now

THEREFORE, BE IT RESOLVED BY THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, ASHTABULA COUNTY, STATE OF OHIO, AS FOLLOWS:

Section 1. That pursuant to Chapter 3537 of the Ohio Revised Code, the Board of Commissioners of Ashtabula County is hereby authorized to enter into the Ashtabula County Community Reinvestment Area Tax Incentive Agreement with 1800 S Broadway Owner LLC and Chipotle Mexican Grill of Colorado LLC in a form substantially similar to the Agreement attached hereto and incorporated herein as Exhibit 1 to this Resolution and to execute any and all documentation necessary to formalize the validity and implementation of such Agreement.

Section 2. It is found and determined that all formal actions of the Board of Commissioners of Ashtabula County concerning and relating to the adoption of this Resolution were taken in an open meeting of the Board of Commissioners of Ashtabula County and that all deliberations of this Board of County Commissioners of Ashtabula County that resulted in those formal actions were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall be in full force and effect upon its passage and approval by the Board of County Commissioners of Ashtabula County and as further provided under Ohio law.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-408

September 23, 2025

RESOLUTION AUTHORIZING THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO ENTER INTO THE ASHTABULA COUNTY COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENT WITH 1800 S BROADWAY OWNER LLC AND CHIPOTLE MEXICAN GRILL OF COLORADO LLC

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

acting

**ASHTABULA COUNTY COMMUNITY REINVESTMENT AREA
TAX INCENTIVE AGREEMENT
AREA NO. 007-33628-28
Known As: Harpersfield Township CRA #1**

THIS ASHTABULA COUNTY COMMUNITY REINVESTMENT AREA TAX INCENTIVE AGREEMENT ("Agreement") made and entered into by and between Ashtabula County Ohio, with its main offices located at 25 West Jefferson Street, Jefferson, OH 44047 (hereinafter referred to as "Ashtabula County") and **1800 S Broadway Owner LLC**, a Delaware corporation with its principal office located at P.O. Box 229 Montville, Ohio 44064 (hereinafter referred to as "Property Owner"), and **Chipotle Mexican Grill of Colorado, LLC**, a Colorado limited liability company with its Notice Address at 500 Neil Ave, Suite 400 Columbus, OH 43215 (hereinafter referred to as "Business Owner") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Ashtabula County has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, 1800 S Broadway Owner LLC is desirous of building a Chipotle restaurant to be leased by the Business Owner at 1800 S. Broadway, Harpersfield Township, Ohio 44041 (permanent parcel 22-007-00-038-03) Ashtabula County, which is hereinafter referred to as the "Project", within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Ashtabula County Board of Commissioners, by Resolution No. 2021-349 adopted 09/14/2021, designated the area where the Project is to be situated as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective December 9, 2021, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 2021-349 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Ashtabula County having the appropriate authority for the stated type of Project is desirous of providing the Property Owner with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Property Owner and Business Owner have submitted a proposed agreement application (herein attached as Exhibit A) to Ashtabula County (hereinafter referred to as the "Application"); and

WHEREAS, the Community Reinvestment Housing Officer has investigated the application of Property Owner and Business Owner and has recommended the approval to the Board of

Commissioners on the basis that the Property Owner and Business Owner are qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the Ashtabula County; and

WHEREAS, the Project site is located in the Geneva Area City School District (the "School District") and Ashtabula County Technical and Career Campus (Atech) joint vocational school district (the "JVSD"), and the Boards of Education of each of the School District and the JVSD have been notified in accordance with Section 5709.83 of the Ohio Revised Code and been provided a copy of the Application; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

Section 1. Property Owner shall perform the construction activities described below for the Project." The Project will involve a total investment by Property Owner of One Million Five Hundred Thousand Dollars (\$1,500,000.00), plus or minus ten percent (10%), at 1800 S. Broadway, Harpersfield Township, Ohio (permanent parcel 22-007-00-038-03) ("Property). Included in this investment is \$1,500,000 for new construction. The Project will begin in Fall 2025, and all construction and installation will be completed by July 31, 2026.

Section 2. Business Owner shall use its good faith and commercially reasonable efforts to cause and/or facilitate the creation of five (5) full-time jobs and twenty-five (25) part-time permanent jobs at the Property within a time period not exceeding thirty-six (36) months after the commencement of construction of the aforesaid facility. Business Owner currently has zero (0) existing full-time permanent and zero (0) existing part-time permanent employees in the Project area. In total, Business Owner has one thousand five hundred (1,500) full-time permanent employees and seven thousand four hundred (7,400) part-time permanent employees in the State of Ohio.

The Project is expected to result in an annual employee payroll of approximately \$515,000. The following is an estimated itemization: \$105,000 in new full-time payroll and \$410,000 in new permanent part-time payroll.

Section 3. Ashtabula County hereby grants Property Owner a tax exemption for real property improvements made to the Property pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts: fifty percent (50%) for seven (7) years. The exemption commences the first year for which the Property would first be taxable were that Property not exempted from taxation. No exemption shall commence before January 1, 2026, nor extend beyond December 31, 2034. Property Owner must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in this Agreement.

Section 4. Property Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such Property and shall file all tax reports and returns as required by law. If Property Owner fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for

which such taxes are charged, or such reports or returns are required to be filed and thereafter.

Section 5. Ashtabula County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 6. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or Ashtabula County revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Property Owner materially fails to fulfill its obligations under this Agreement and Ashtabula County terminates or modifies the exemptions from taxation granted under this Agreement.

Section 7. If Property Owner sells the Property without undertaking all steps necessary for another responsible party, acceptable to Ashtabula County, to assume all obligations under this Agreement, or materially fails to fulfill its obligations under this Agreement, or if Ashtabula County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Ashtabula County may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the Property not been exempted from taxation under this Agreement.

Section 8. Property Owner hereby certifies that at the time this Agreement is executed, Property Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Property Owner is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, Property Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Property Owner. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

Section 9. Property Owner and Business Owner affirmatively covenant that they, respectively, do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 10. Property Owner, Business Owner and Ashtabula County acknowledge that this Agreement must be approved by formal action of the legislative authority of Ashtabula County as a condition for the Agreement to take effect. This Agreement shall take effect upon such approval.

Section 11. Ashtabula County has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring practices. In executing this Agreement, Property Owner and Business Owner commit to following non-discriminating hiring

practices acknowledging that no individual may be denied employment on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 12. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Property Owner, any successor Property Owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

Section 13. Property Owner and Business Owner affirmatively covenant that they, respectively, have made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of Property Owner has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

Section 14. This Agreement is not transferable or assignable without the express, written approval of Ashtabula County.

Section 15. Property Owner and Business Owner shall provide to the proper tax incentive review council any information reasonably required by the council to evaluate the Property Owner's and Business Owner's compliance with the Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County of Ashtabula Ohio, by and through its board of county commissioners, and pursuant to Resolution No. 2025- 408 has caused this Agreement to be executed this 23rd day of September, 2025 and 1800 S Broadway Owner LLC and Chipotle Mexican Grill of Colorado LLC, by and through their duly authorized representatives have caused this Agreement to be executed on this ____ day of _____, 2025.

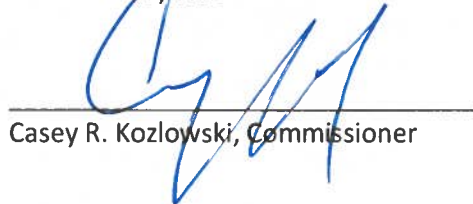
Ashtabula County Commissioners:

Date: 9-23-25

ASHTABULA COUNTY COMMISSIONERS


Kathryn L. Whittington, ~~President~~


J.P. Ducro IV, Vice-President


Casey R. Kozlowski, Commissioner

1800 S BROADWAY OWNER LLC

Authorized Signature

Printed Name

Date: _____

CHIPOTLE MEXICAN GRILL

Authorized Signature

Printed Name

Date: _____

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TAX INCENTIVE AGREEMENT
AREA NO. 007-33628-28
Known As: Harpersfield Township CRA #1**

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WHEREAS, Ashtabula County having the appropriate authority for the stated type of Project is desirous of providing the Property Owner with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Property Owner and Business Owner have submitted a proposed agreement application (herein attached as Exhibit A) to Ashtabula County (hereinafter referred to as the "Application"); and

WHEREAS, the Community Reinvestment Housing Officer has investigated the application of Property Owner and Business Owner and has recommended the approval to the Board of

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WHEREAS, the Project site is located in the Geneva Area City School District (the "School District") and Ashtabula County Technical and Career Campus (Atech) joint vocational school district (the "JVSD"), and the Boards of Education of each of the School District and the JVSD have been notified in accordance with Section 5709.83 of the Ohio Revised Code and been provided a copy of the Application; and

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[SIGNATURE PAGE FOLLOWS]

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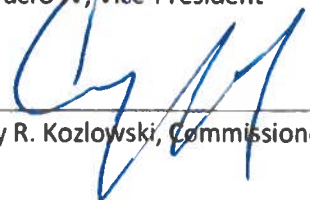
Ashtabula County Commissioners:

Date: 9-23-25

ASHTABULA COUNTY COMMISSIONERS


Kathryn L. Whittington, President


J.P. Ducro W, Vice-President


Casey R. Kozlowski, Commissioner

1800 S BROADWAY OWNER LLC


Jonathan Ehrenfeld (Nov 13, 2025 18:22:48 EST)
Authorized Signature

Jonathan Ehrenfeld
Printed Name

Date: Nov 13, 2025

CHIPOTLE MEXICAN GRILL

Jon Aaron Barnard
Authorized Signature

Jon Barnard
Printed Name

Date: 10/27/2025






CRA Resolution and Agreement_2025-408 (002)

Final Audit Report

2025-11-13

Created:	2025-11-13
By:	Elaine Cohen (ecohen@blueocean.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0TO4a2TB5SsXt3uy50TRGqtlG6avOyic

"CRA Resolution and Agreement_2025-408 (002)" History

-  Document created by Elaine Cohen (ecohen@blueocean.com)
2025-11-13 - 4:10:40 PM GMT
-  Document emailed to Jonathan Ehrenfeld (jehrenfeld@blueocean.com) for signature
2025-11-13 - 4:11:13 PM GMT
-  Email viewed by Jonathan Ehrenfeld (jehrenfeld@blueocean.com)
2025-11-13 - 5:30:20 PM GMT
-  Document e-signed by Jonathan Ehrenfeld (jehrenfeld@blueocean.com)
Signature Date: 2025-11-13 - 11:22:48 PM GMT - Time Source: server
-  Agreement completed.
2025-11-13 - 11:22:48 PM GMT