

Contract No. _____

**PROPERTY SALE, FUNDING, AND
DEVELOPMENT AGREEMENT**

by and among the

CITY OF CINCINNATI
an Ohio municipal corporation

PLEASANT RIDGE DEVELOPMENT CORPORATION
an Ohio nonprofit organization

and

6100 MONTGOMERY, LLC
an Ohio limited liability company

Project Name: 6100-6104 Montgomery Road and 3218 Orion Avenue

(sale and vacation of City-owned right-of-way and loan of City funds for
mixed-use development in the Pleasant Ridge neighborhood)

Dated: _____, 2024

PROPERTY SALE, FUNDING, AND DEVELOPMENT AGREEMENT
(6100-6104 Montgomery Road and 3218 Orion Avenue)

This **PROPERTY SALE, FUNDING, AND DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made as of the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), **PLEASANT RIDGE DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, the address of which is P.O. Box 128705, Cincinnati, Ohio, 45212 (“**PRDC**”), and **6100 MONTGOMERY, LLC**, an Ohio limited liability company, the address of which is P.O. Box 128705, Cincinnati, Ohio 45212 (“6100 Montgomery”; and together with PRDC, the “**Developer**”).

Recitals:

A. The City owns an approximately 0.0118-acre tract of public right-of-way that is a portion of Ridge Avenue located between Montgomery Road and Orion Avenue in the Pleasant Ridge neighborhood of Cincinnati, which property is more particularly described on Exhibit A (*Legal Description – ROW Property*) and depicted on Exhibit B (*Vacation Plat – ROW Property*) hereto (the “**ROW Property**”). The ROW Property is under the management and control of the City’s Department Transportation and Engineering (“**DOT**”).

B. PRDC and Koesters Properties, LLC (the “**Seller**”) have entered into a *Purchase and Sale Agreement*, dated August 23, 2023 (the “**Acquisition Agreement**”), where PRDC has obtained the right to purchase and acquire from the Seller fee title to certain real property abutting the ROW Property and located at (i) 6100 Montgomery Road, Cincinnati, Ohio 45213, being Auditor’s Parcel No. 125-0001-0001-00 (“**Parcel A**”), (ii) 6104 Montgomery Road, Cincinnati, Ohio 45213, being Auditor’s Parcel No. 125-0001-0002-00 (“**Parcel B**”), and (iii) 3218 Orion Avenue, Cincinnati, Ohio 45213, being Auditor’s Parcel No. 125-0001-0049-00 (“**Parcel C**”), all of which are more particularly described on Exhibit C (*Legal Description – Developer Property*) hereto (collectively, the “**Developer Property**”; together with the ROW Property, the “**Property**”).

C. Pursuant to Section 11.05 of the Acquisition Agreement, PRDC has the right to assign its rights and obligations under the Acquisition Agreement, including its right to purchase and acquire fee title to the Developer Property with the prior written consent of the Seller, which PRDC intends to exercise at Closing by (i) assigning its right to purchase and acquire fee title to the Developer Property as described in Recital D, below, and (ii) obtaining Seller’s written consent to such assignment by Closing.

D. Developer has petitioned the City to vacate and sell to 6100 Montgomery the ROW Property, and upon 6100 Montgomery’s acquisition of both the Developer Property and the ROW Property, Developer has proposed to:

- i. consolidate Parcel A with the ROW Property (as consolidated, the “**Consolidated Property**”);
- ii. cause fee title of Parcel B to be conveyed to either The Gas Light Cafe, LLC, an Ohio limited liability company that currently leases Parcel B and operates a restaurant thereon (or an affiliate entity of The Gas Light Café, LLC), or to an alternate buyer approved by the City;
- iii. submit the Development Plan (as defined below) pertaining to the redevelopment of the Consolidated Property and Parcel C (together, the “**Development Site**”); and
- iv. commence construction in accordance with the approved Development Plan, all as more particularly described on Exhibit D (*Statement of Work, Budget, and Sources of Funds*) hereto (the “**Project**”).

E. Geoffrey G. Leder, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney’s Certificate of Title dated _____ 2024, certifying that following the sale of the Developer Property to 6100 Montgomery, 6100 Montgomery will own all real property abutting the ROW Property.

F. The City's Real Estate Services Division has determined, by professional appraisal, that the fair market value of the ROW Property is approximately \$3,900.00 (the "**Fair Market Value**"); however, to facilitate the Project and promote its economic feasibility, the City is agreeable to selling the ROW Property to 6100 Montgomery for less than the Fair Market Value; namely, for \$1.00, because the City will receive economic and non-economic benefits that equal or exceed the Fair Market Value of the ROW Property because the City's sale of the ROW Property will allow 6100 Montgomery to assemble, consolidate, and subdivide the parcels to accurately represent the existing location of the buildings, and to focus the resources to bring the Property back into productive use.

G. The City has determined that (i) the ROW Property is not needed for a municipal purpose; (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and (iv) it is in the best interest of the City to eliminate competitive bidding in connection with the City's sale of the ROW Property because 6100 Montgomery will own the abutting Developer Property and as a practical matter no one other than an abutting property owner would have any use for the ROW Property.

H. In addition to the sale of the ROW Property, the City, upon the recommendation of the City's Department of Community and Economic Development ("**DCED**"), desires to provide support for the Project in the form of a loan through the City's Neighborhood Business District Improvement Program in an amount not to exceed \$195,000, on the terms and conditions set forth in this Agreement (the "**Loan**"), to be utilized for the acquisition and associated acquisition costs of the Developer Property, as further described herein.

I. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities.

J. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale of the ROW Property to Developer at its meeting on August 18, 2023.

K. Cincinnati City Council approved the City's sale of the ROW Property to Developer by Ordinance No. _____, passed on _____ and authorized funding for the Loan by Ordinance No. 191-2022, passed on June 23, 2022.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price of ROW Property. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the ROW Property to 6100 Montgomery, and 6100 Montgomery hereby agrees to purchase the ROW Property from the City for a purchase price of \$1.00 (the "**Purchase Price**"). 6100 Montgomery acknowledges that it is familiar with the condition of the ROW Property, and at the ROW Closing (as defined below), the City shall convey the ROW Property to 6100 Montgomery in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the ROW Property and, from and after the ROW Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the ROW Property.

2. Closing on ROW Property; Conditions to Closing.

(A) Closing Date. Subject to the terms and conditions of this Agreement, the purchase of the ROW Property by 6100 Montgomery and the sale and conveyance of the ROW Property by the City to 6100 Montgomery (the "**ROW Closing**") shall take place on March 1, 2025, or such earlier or later date upon which the parties mutually agree.

(B) Closing Conditions. Neither (i) the ROW Closing nor (ii) the disbursement of the Funds by the City to PRDC to be utilized for the acquisition of the Developer Property by 6100 Montgomery shall occur unless and until each of the following conditions (collectively, the “**Closing Conditions**”) have been satisfied or waived in writing by the City, at the City’s sole and absolute discretion; *provided, however*, that if the City, in its sole and absolute discretion, determines that one or more of the Closing Conditions would be more appropriately handled at the ROW Closing, the Developer Closing (as defined below), or after either Closing (any such instance being a “**Post-Closing Condition**”), the City may, if appropriate, include such Closing Conditions in the City’s Deed (as defined below) or handle such Closing Conditions after the ROW Closing or the Developer Closing, as the City elects:

(i) *Consent to Assignment*: Developer shall cause to be delivered to the City the Seller’s written consent to assign PRDC’s right to purchase and acquire fee title to the Developer Property to another purchasing entity (or entities), in accordance with Section 11.05 of the Acquisition Agreement.

(ii) *Title & Survey*: Developer shall:

- I. approve of title to the ROW Property and, if obtained by Developer, an ALTA property survey of the ROW Property; and
- II. provide a commitment of title insurance for the Property, including an ALTA property survey of the Property, obtained by Developer and acceptable to the City, evidencing the title company’s commitment to issue (1) an Owner’s Policy of Title Insurance to 6100 Montgomery, and (2) shall cause the title company to issue to the City a Loan Policy of Title Insurance for the Property, in a form acceptable to the City, insuring the priority of the City’s Mortgage.

(iii) *Geotechnical & Environmental Condition*: Developer shall:

- I. be satisfied that the geotechnical and environmental condition of the ROW Property is acceptable for the development of the Project, and
- II. shall have provided to the City a report of an environmental assessment for the Developer Property, starting with a Phase I assessment and including any additional assessments as may be required by the City’s Office of Environment and Sustainability, if appropriate, prepared by a qualified environmental professional in a form acceptable to the City, and Developer must cause its qualified environmental professionals to grant the City the ability to rely on such environmental assessments;

(iv) *Certificate of Title*: Developer shall cause to be delivered to the City an attorney’s certificate of title certifying the names of all abutters to the ROW Property and *Quitclaim Deeds* from all abutters (excluding the City and 6100 Montgomery) to the City in a form acceptable to the City Solicitor, conveying all right, title, and interest as an abutting property owner in the ROW Property;

(v) *Financing*: Developer must present evidence, satisfactory to the City, that all other financing necessary for the Project as identified on Exhibit D has been obtained;

(vi) *Permits*: Developer shall have secured all zoning and permitting approvals necessary to complete the Project;

(vii) *Plans and Specifications*: Developer shall have submitted conceptual drawings for the Project, followed by preliminary plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the “**Plans and Specifications**”) submitted to DCED;

(viii) *Construction Schedule*: Developer shall have provided the proposed preliminary construction schedule for the Project;

(ix) *Coordinated Report Conditions*: Developer shall have satisfied the conditions set forth in the City's Coordinated Report No. 18-2024, as provided to Developer and as summarized below in Section 13;

(x) *Plats and Legal Descriptions*: Developer shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with:

- I. the City's vacation and sale of the ROW Property, including, without limitation and upon request, acceptable survey plats and legal descriptions to accompany the transfer and recording of the Quitclaim Deed in substantially the form attached as Exhibit E (Form of Quitclaim Deed) hereto (the "**City's Deed**"), and
- II. the consolidation of Parcel A with the ROW Property, to form the Consolidated Property;

(xi) *Loan Documents*: Developer shall have caused to be executed and delivered to the City the Note (as defined below), and the recorded Mortgage (as defined below);

(xii) *Project Completion*: Based upon all information then available to the City, the City must be reasonably satisfied that Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement;

(xiii) *Continued Compliance*: Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate; and

(xiv) *Other Information*: Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

All of the due diligence materials, investigations, and documents referred to in this paragraph (B) shall be performed and obtained, as the case may be, at no cost to the City.

(C) Developer's Right of Entry. Prior to the ROW Closing, Developer may enter the ROW Property during reasonable business hours to conduct tests and inspections related to the Project, provided that Developer must provide DCED at least 24 hours' notice prior to entering the ROW Property. Developer shall promptly repair any damage to the ROW Property resulting from its inspections and Developer shall hold the City harmless from any loss or expense arising out of Developer's activities on the ROW Property. Entry shall be at the sole risk of Developer.

(D) ROW Closing Costs and Closing Documents. At the ROW Closing, (i) Developer shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title, and interest in and to the ROW Property to 6100 Montgomery by the City's Deed, substantially in the form of Exhibit E. Developer shall cause the payment of all conveyance fees, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the ROW Closing, such that the City shall not be required to come up with any funds for the ROW Closing. There shall be no proration of real estate taxes and assessments at the ROW Closing, and from and after the ROW Closing, 6100 Montgomery and its successors-in-title shall pay all real estate taxes and assessments thereafter becoming due. At the ROW Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the ROW Closing (except that the City shall not be required to execute a title affidavit or the like). Except in the case of a foreclosure, 6100 Montgomery shall not transfer title to the ROW Property prior to the completion of construction without the City's prior written consent. Pursuant to

Cincinnati Municipal Code Section 301-20, at the ROW Closing, Developer shall cause to be paid to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed to the City by Developer or any of its affiliated entities. The provisions of this Agreement shall survive the City's execution and delivery of the City's Deed and shall not be deemed to have been merged therein.

(E) Maintenance of ROW Property Between ROW Closing and Prior to Construction Commencement. Between the ROW Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall maintain the ROW Property in presentable condition, including keeping the site reasonably free of debris and other unsightly materials.

(F) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the ROW Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. The remediation and indemnity obligations of Developer under this paragraph shall survive the completion of the Project.

3. Acquisition of Developer Property. Not later than March 1, 2025, or on such earlier or later date upon which the City and Developer mutually agree, Developer shall close on the purchase of the Developer Property (the "**Developer Closing**"). Developer warrants that, at the Developer Closing, 6100 Montgomery shall obtain fee simple title to the Developer Property, free and clear of all liens and encumbrances except for recorded utility easements and other encumbrances, if any, that will not impair or impede the redevelopment and completion of the Project or the future use of the Developer Property, as more particularly described on Exhibit D. At the Developer Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of the Developer Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Developer Closing does not occur by April 30, 2025; provided however, upon Developer's written request, the Director of DCED may, in his or her sole and absolute discretion, extend such timeframe by providing written notice to Developer.

4. City Financial Assistance

(A) Amount of Loan; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to PRDC, and PRDC agrees to borrow the Loan from the City. The Loan will be funds derived from City capital funds in an amount not to exceed \$195,000. The proceeds of the Loan (the "**Funds**") shall be used solely to pay for acquisition costs of the Developer Property as detailed on Exhibit D (the "**Eligible Uses**"), and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund.

(B) Promissory Note. Prior to disbursement of the Loan, PRDC shall execute a promissory note in the form of attached Exhibit F (*Form of Promissory Note*) hereto (the "**Note**"). The Note shall be in the full amount of the Funds. The Note shall be executed by PRDC and delivered to the City at Developer Closing. PRDC shall repay the Loan in accordance with the terms and conditions of the Note, as more particularly described therein. If Developer fails to timely complete any obligations with respect to the Project, as and when required under this Agreement or the Note, including, without limitation, Developer's

obligations to submit to the City a Development Plan acceptable to the City, and commence construction in accordance with the approved Development Plan, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable.

(C) Security. Prior to the disbursement of any Funds for the Project, 6100 Montgomery shall grant the City a mortgage on its interest in the Development Site substantially in the form of Exhibit G (Form of Mortgage) hereto (the "**Mortgage**"; the Mortgage, this Agreement, the Note, and any and all other documents executed by PRDC or 6100 Montgomery to evidence the Loan are referred to herein collectively as the "**Loan Documents**"), as security for the Loan. 6100 Montgomery shall execute the Mortgage at Developer Closing and record it in the real property records of Hamilton County, Ohio, all at Developer's expense. Following recording, Developer shall cause the recorded Mortgage to be delivered to the City. The Mortgage shall be released only after the repayment or forgiveness of the Loan in accordance with the Note and upon Developer's written request. Developer shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Loan Documents, or available at law or in equity.

(D) Disbursement of Funds. Provided that all of the Closing Conditions have been satisfied, waived, or deferred as a Post-Closing Condition at the City's election, at the Developer Closing the City shall disburse the Funds to PRDC or to Developer's title company, which may be placed into escrow to be released at the Developer Closing and which shall only be utilized for the Eligible Uses. The amount of Funds disbursed by the City shall not exceed the purchase price to be paid by Developer with respect to the Developer Property (the "**Developer Property Price**") and the acquisition costs related thereto.

(E) No Other City Assistance. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

5. Commencement and Completion of Project; City Purchase Options.

(A) Project. Subject to the terms of this Agreement, Developer shall perform, or cause to be performed, the work described on Exhibit D hereto, including, without limitation, that Developer shall complete, or cause to be completed:

- i. consolidation of Parcel A with the ROW Property to form the Consolidated Property during or immediately after the later of the ROW Closing or the Developer Closing, and record the same in the real property records of Hamilton County, Ohio, all at Developer's expense;
- ii. conveyance of fee title of Parcel B to the "**Parcel B Buyer**," which shall be either (a) The Gas Light Cafe, LLC, an Ohio limited liability company that currently leases Parcel B and operates a restaurant thereon (or an affiliate of The Gas Light Café, LLC), or (b) an alternate buyer approved in writing in advance by DCED;
- iii. submission of a redevelopment plan for the Development Site to DCED for its review and approval (the "**Development Plan**") no later than 36 months after the later of the ROW Closing or the Developer Closing (the "**Development Plan Date**"); and
- iv. application for and receipt of the required building permits from the City's Department of Buildings & Inspections ("**B&I**") for construction of the Project and all other permits and zoning approvals, as necessary, and commence on-site construction of the Project in accordance with the City-approved Development Plan ("**Construction Commencement**") no later than 24 months after DCED approval of the Development Plan (the "**Construction Commencement Date**").

Notwithstanding the foregoing, upon Developer's request, the Director of DCED may, in his or her sole discretion, extend either of the Development Plan Date or the Construction Commencement Date by up to 12 months each, by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of the Development Plan Date or the Construction Commencement Date.

(B) City Purchase Option for Failure to Timely Submit Approved Development Plan. As memorialized in the Mortgage, if the Development Plan has not been submitted to and approved by the City by the Development Plan Date, then, at any time thereafter, the City shall have the option to purchase the Development Site for the City Purchase Price (as defined below) by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the later of the ROW Closing or the Developer Closing (the "**First Purchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Development Plan Date, but prior to the date of City approval of a submitted Development Plan. Upon written request by Developer and City approval of the Development Plan occurring prior to notice that the City is electing to exercise the First Purchase Option, the City shall execute and deliver to Developer a recordable release, approved by Developer's title company, of the First Purchase Option.

(C) City Purchase Option for Failure to Timely Commence Construction. As memorialized in the Mortgage, if Construction Commencement has not occurred on or before the Construction Commencement Date, then, at any time thereafter, the City shall have the option to purchase the Development Site for the City Purchase Price (as defined below) by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the later of the ROW Closing or the Developer Closing (the "**Second Purchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Construction Commencement Date, but prior to the date of Construction Commencement. Upon written request by Developer and Construction Commencement occurring prior to notice that the City is electing to exercise the Second Purchase Option, the City shall execute and deliver to Developer a recordable release, approved by Developer's title company, of the Second Purchase Option.

(D) City Purchase Price. If the City elects to exercise the First or Second Purchase Option, the purchase price for the purchase of the Development Site by the City shall be calculated to be the Developer Property Price, less the cost of Parcel B at the time of conveyance to the Parcel B Buyer and the amount of the Funds provided by the City for the acquisition of the Developer Property, plus the property taxes, and other holding costs for the Development Site paid by 6100 Montgomery that may be requested (collectively, the "**Holding Costs**") from the date of the Developer Closing to the date the City notifies Developer it is electing to exercise its First or Second Purchase Option (the "**City Purchase Price**"), *provided however* that the City shall (i) have first had the opportunity to review and approve in writing the Holding Costs, and (ii) have the right to determine, in its sole discretion, what expenses are a reasonable documented Holding Cost, in nature and amount, that would be eligible for inclusion in the City Purchase Price. For example, if the Developer Property Price is \$1,050,000, Parcel B is sold to the Parcel B Buyer for \$450,000, the Funds are in an amount of \$195,000, and taxes and insurance for the Development Site have amounted to \$20,000, then the City Purchase Price that the City shall have the option to purchase the Development Site for will be \$425,000.

(E) City Purchase Option Closing. If the City elects to exercise the First or Second Purchase Option, the conveyance of the Development Site to the City pursuant to such Purchase Option shall take place on the date specified in the City's notice of election. On the date of such conveyance: (i) Developer shall cause to convey marketable title to the Development Site (including any and all improvements located thereon) to the City or its designee in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer to the Development Site); (ii) Developer shall pay all customary closing costs associated with such conveyance (*e.g.*, conveyance fees, transfer tax, recording fees) such that the City shall not be required to come up with any funds at the closing for such conveyance, except for the City Purchase Price; and (iii) real estate taxes and assessments shall be prorated as of the date of the conveyance. The provisions of paragraphs (B) through (E) hereof shall be reflected in the City's Deed.

(F) Contractors and Subcontractors. In performing work on the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred by the federal or state government or who are identified as being debarred on the City's Vendor's Performance list.

(G) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the Project, including, without limitation, those set forth on Exhibit H (Additional Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from B&I, DOTE, other City departments, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(H) Inspection of Work. During the Term, the City, its employees, and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not in accordance with the City-approved Plans and Specifications, the City-approved Development Plan, or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving Developer prior written notice thereof, to stop such work and order its replacement at Developer's expense (not to be paid for using the Funds).

(I) Mechanics' Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the Development Site during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.

(J) Reporting During Construction. Upon the City's request throughout construction, Developer shall provide the City with reports describing the status of the Project, including, without limitation, all monthly construction draw walk materials and information about whether the Project is on budget and on schedule and containing such additional pertinent information thereto as the City may from time to time reasonably request. Developer shall submit a final report to the City upon completion of the Project, including, without limitation, the final G702-703, final lien waivers from all contractors, subcontractors, and final certificate(s) of occupancy. Notwithstanding anything to the contrary, the City's determination that Developer's timing or content of such reports is insufficient shall not be (i) deemed a default under this Agreement, nor (ii) considered a condition precedent to the City's obligations hereunder.

(K) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the Project has been completed.

6. Insurance; Indemnity.

(A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements to be constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days' prior written notice to the City. Within 10 days following

execution of this Agreement, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time.

(B) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's obligations under this paragraph shall survive termination or expiration of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior thereto.

7. Casualty; Eminent Domain. Unless otherwise required by Developer's lenders as set forth in the documents associated with the Project Debt and agreed to by the City in writing, with such written consent not to be unreasonably withheld, conditioned, or delayed, if the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty during construction, or if any portion of the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the available condemnation or insurance proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Developer shall handle all construction or reconstruction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications for the improvements if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project or the Property is being repaired or restored.

8. Default; Remedies; Termination.

(A) Default. The occurrence of any of the following shall be an "**event of default**" under this Agreement:

(i) the failure by Developer to pay any sum payable to the City under this Agreement or the failure of PRDC to pay any sum payable to the City under the Note, within 5 days of when such payment is due;

(ii) the dissolution, other than in connection with a merger of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Developer, the appointment of a receiver (temporary or permanent) for Developer or the Property, the attachment of, levy upon, or seizure by legal process of Developer, or the insolvency of Developer, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

(iii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other agreement to which Developer and the City are parties relating to the Project, and failure by Developer to correct such default within 30 days after Developer's receipt 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 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "Specified Default" means the occurrence of any of the following:

- a. Development Default. Developer (1) fails to (x) diligently prosecute the work related to the Project as provided herein, (y) complete the Project in accordance with Exhibit D, and substantially in accordance with the Plans and Specifications or the City-approved Development Plan, or (z) fails to comply with Sections 2 through 6 of this Agreement; or (2) abandons the Project.
- b. Misrepresentation. Any representation, warranty, or certification of Developer made in connection with this Agreement, or any other related agreements or documents shall prove to have been false or materially misleading when made.

(B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under 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 or any other agreement to which Developer and the City are parties relating to the Project shall not constitute a waiver of the breach of such covenant or of such remedy.

(C) Right to Terminate. If prior to the earlier of the ROW Closing or the Developer Closing, either party determines, after exercising reasonable good faith efforts, that any of the Closing Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Closing Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason neither the ROW Closing nor the Developer Closing has occurred as of April 30, 2025, the City, in its sole and absolute discretion, may terminate this Agreement and all rights and obligations of the parties hereunder by giving written notice thereof to Developer.

9. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Community & Economic Development
805 Central Avenue, Suite 700
Cincinnati, Ohio 45202

To PRDC:

Pleasant Ridge Development Corporation
PO Box 128705
Cincinnati, Ohio 45212
Attn: President

To 6100 Montgomery:

6100 Montgomery, LLC
c/o Pleasant Ridge Development Corporation
PO Box 128705
Cincinnati, Ohio 45212
Attn: President

If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202.

10. Representations, Warranties, and Covenants. PRDC and 6100 Montgomery each hereby make the following representations, warranties, and covenants to induce the City to enter into this Agreement (and such entity shall be deemed as having made these representations, warranties, and covenants again upon PRDC's receipt of each disbursement of Funds):

(i) Such entity is duly organized and validly existing under the laws of the State of Ohio, is qualified to do business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

(ii) Such entity has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein, and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of such entity.

(iii) Such entity's execution, delivery, and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or such entity's organizational documents, or any mortgage, contract, agreement, or other undertaking to which such entity is a party or which purports to be binding upon such entity or upon any of its assets, nor is such entity in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of such entity, threatened against or affecting the Project, such entity or its parents, subsidiaries, or affiliates, at law or in equity or before or by any governmental authority that, if determined adversely, would impair the financial condition of such entity or its ability to perform its obligations with respect to the matters contemplated herein.

(v) Such entity shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute, or governmental proceeding or investigation affecting such entity that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its completion of the Project.

(vi) The statements made and information contained in the documentation provided by such entity to the City that are descriptive of such entity or the Project have been reviewed by such entity and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) With reference to Section 301-20 of the Cincinnati Municipal Code, neither such entity nor any of its affiliates are currently delinquent in paying any fines, penalties, judgments, water, or other utility charges, or any other amounts owed by them to the City.

11. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, real property and personal property investment amounts, job creation and payroll information, and other reports, records, statements, and information as may be requested by the City pertaining to

Developer, the Project, or this Agreement, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, “**Records and Reports**”). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the completion of the Project.

(B) City’s Right to Inspect and Audit. During construction and for a period of 3 years after completion of the Project, Developer shall permit the City and its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer’s Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

12. General Provisions.

(A) Assignment. During the Term of this Agreement, Developer shall not sell, lease, or convey any interest in or to the ROW Property, Parcel A, or Parcel C, either consolidated or as separate parcels, or assign its rights or interests under this Agreement to a third party without the prior written consent of the City. Notwithstanding any of the foregoing to the contrary, (i) 6100 Montgomery may still convey Parcel B to the Parcel B Buyer, and (ii) the parties may still enter into the Landbank Transfer (as defined below).

(B) Entire Agreement. This Agreement (including the exhibits hereto) and the other documents and agreements referred to herein contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof. If any of the provisions of this Agreement purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the use of the Funds and the City’s interests in connection with this Agreement shall control.

(C) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

(D) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Third-Party Beneficiaries. No third-party beneficiary rights are intended to be created by this Agreement.

(I) No Brokers. PRDC and 6100 Montgomery each represents to the City that neither has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation from either party as a result of the parties' execution of this Agreement.

(J) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's Office.

(K) Time. Time is of the essence with respect to the performance by Developer of its obligations under this Agreement.

(L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.

(M) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(N) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(O) Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

(P) Transfer of Property to Landbank or its Affiliate. Notwithstanding anything in the Agreement to the contrary, the City hereby consents to the temporary transfer by 6100 Montgomery to the Landbank or from the Landbank to Developer in order to minimize predevelopment and operational expenses of the Project (collectively, the "**Landbank Transfer**"). The foregoing consent and transfer shall in no way release or otherwise negate Developer's obligations under this Agreement, PRDC's obligations under the Note, and 6100 Montgomery's obligations under the Mortgage. The consent provided herein is limited to the aforementioned Landbank Transfer and by virtue of such consent the City shall not be obligated nor shall it be deemed to consent to any other transfer of the Property.

13. Coordinated Report Conditions. Developer shall abide by the following additional conditions identified in the City's Coordinated Report No. 18-2024, unless and until each of the following additional conditions have been satisfied or waived in writing by the City, at the City's sole and absolute discretion:

(A) DOTe: The sidewalk that will remain right-of-way after the sale of the ROW Property to Developer must be at least 8 feet wide of sidewalk corridor space measured from the face of the curb to the western property line of the ROW Property and, once consolidated with Parcel A, the Consolidated Property.

(B) B&I: Developer must consolidate Parcel A with the ROW Property and shall have it recorded during or immediately after the later of the ROW Closing or the Developer Closing. Developer shall replace the cellar door on or abutting the ROW Property, and which is a safety hazard.

(C) Altafiber: There are existing underground telephone facilities at the Property, which must remain in place, in service, and able to be accessed. Any damage done to the existing facilities, or any work done to relocate the existing facilities, will be at the sole expense of Developer.

14. Exhibits. The following exhibits are attached hereto and made a part hereof:

- Exhibit A – *Legal Description – ROW Property*
- Exhibit B – *Vacation Plat – ROW Property*
- Exhibit C – *Legal Description – Developer Property*
- Exhibit D – *Statement of Work, Budget, and Sources of Funds*
- Exhibit E – *Form of Quitclaim Deed*
- Exhibit F – *Form of Promissory Note*
- Exhibit G – *Form of Mortgage*
- Exhibit H – *Additional Requirements*

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the parties on the dates indicated below, effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Sheryl M. M. Long, City Manager

Date: _____, 2024

PLEASANT RIDGE DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____, 2024

Authorized by resolution dated _____.

6100 MONTGOMERY, LLC,
an Ohio liability limited company

By: _____

Name: _____

Title: _____

Date: _____, 2024

Authorized by resolution dated _____.

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A
to Property Sale, Funding, and Development Agreement

Legal Description – ROW Property

Situated in Section 30, Town 4, Fractional Range 2, Between the Miamis, Columbia Township, The City of Cincinnati, Hamilton County, Ohio, and part of Ridge Road of the Hamilton County Recorder's Office containing 0.0118 acres and being further described as follows:

Begin at a set cross notch at the southeast intersection of the south right of way of Montgomery Road (70') and the east right of way of said Ridge Road (60), said intersection being a northwest corner of Koester Properties, LLC as recorded in Official Record 10474, Page 1532, Parcel Five, said set cross notch being the True Point of Beginning;

thence, from the True Point of Beginning, departing the south right of way of said Montgomery Road and with said Koester Properties, LLC, South 02° 44' 24" West, 88.91 feet to a set cross notch at the northwest corner of The Royal Chamber, LLC as recorded in Official Record 10341, Page 2284;

thence, departing said The Royal Chamber, LLC and through the lands of said Ridge Road the following five courses: North 85° 07' 34" West, 6.49 feet to a set cross notch;

thence, North 03° 38' 17" East, 71.09 feet to a set cross notch;

thence, North 05° 11' 33" West, 6.50 feet to a set cross notch;

thence, North 08° 04' 52" East, 7.00 feet to a set cross notch;

thence, North 56° 08' 17" East, 7.00 feet to the True Point of Beginning containing 0.0118 acres.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description was prepared from a sale plat made on February 9, 2024 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Exhibit B
to Property Sale, Funding, and Development Agreement
Vacation Plat – ROW Property

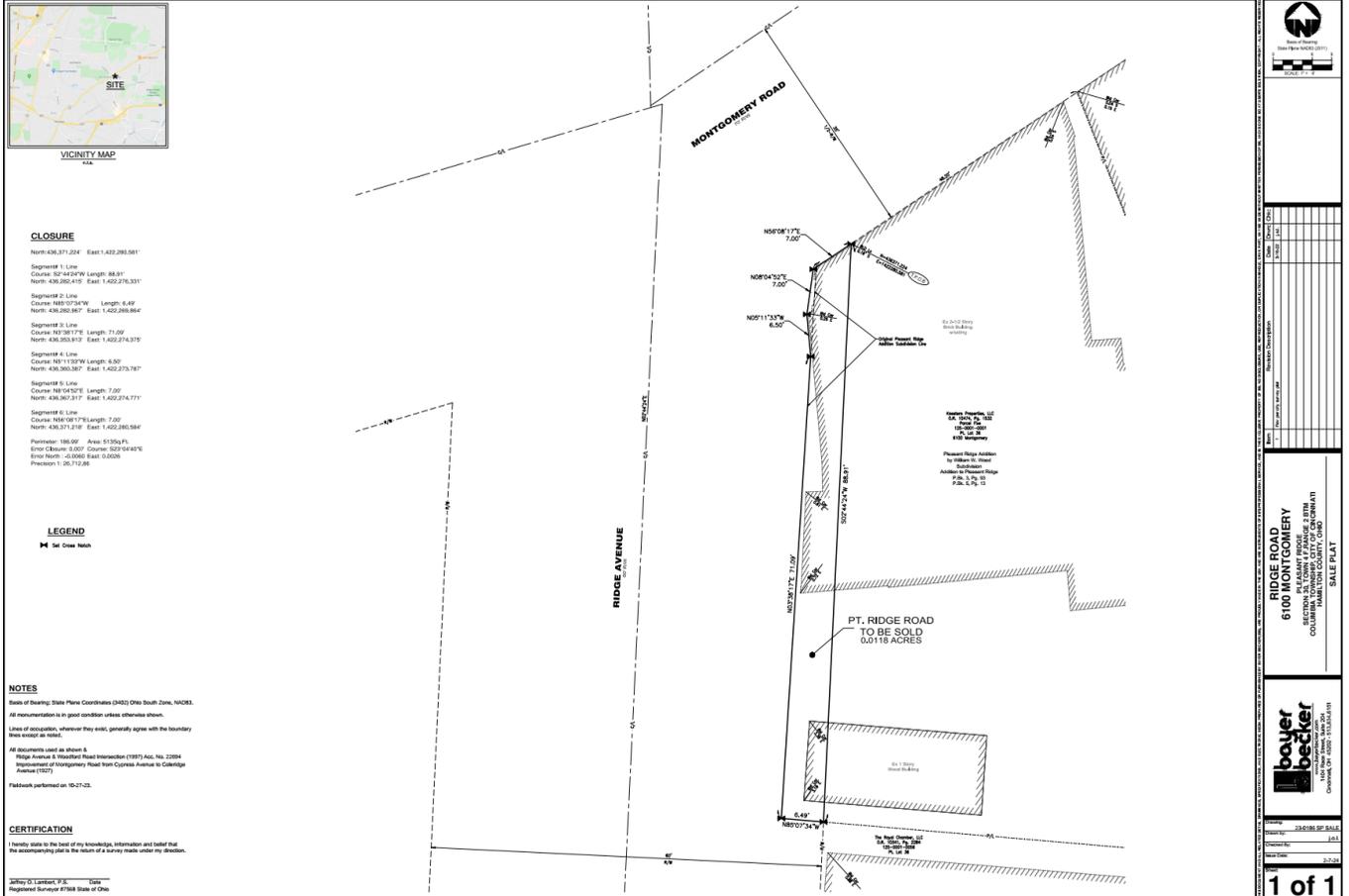


Exhibit C
to Property Sale, Funding, and Development Agreement

Legal Description – Developer Property

Parcel A

Property Address: 6100 Montgomery Road, Cincinnati, Ohio 45213

Auditor Parcel ID No.: 125-0001-0001-00

Situate in the City of Cincinnati, County of Hamilton, State of Ohio, (Formerly the Village of Pleasant Ridge), and being part of lot no. 36 of W. W. Wood's Subdivision, Addition to Pleasant Ridge, a plat of which is recorded in Plat Book 5, page 13, of the Plat Records of Hamilton Coty, Ohio, and being more particularly described as follows:

Beginning at a point at the intersection of the east line of Ridge Avenue with the south line of Montgomery Road; thence northeasterly with, the south line of Montgomery Road 48.20 feet more or less to the west line of a twenty-foot lot formerly owned by Roger and Dorothy Stacey; thence southwardly with the west line of said twenty-foot lot 98 feet to an old stake; thence south 26. 80 feet to a point forty feet north of Orion Avenue, which point is the northeast corner of a lot owned by Henry W. Lilie; thence westwardly with the north line of said Lilie's lot 80 feet to the east line of Ridge Avenue; thence northwardly with the east line of Ridge Avenue 85.02 feet more or less to the place of beginning;

Subject to easements and restrictions of record.

Prior Instrument Reference: Deed Book 4169, Pages 1041 and 1047 of the Hamilton County, Ohio Recorder's Office

Parcel B

Property Address: 6104 Montgomery Road, Cincinnati, Ohio 45213

Auditor Parcel ID No.: 125-0001-0002-00

The following described Real Estate, situate in Cincinnati, County of Hamilton and State of Ohio and being in the South East Quarter of Section 30, Township 4, Fractional Range 2 of the Miami Purchase and more particularly described as follows:

Beginning at a point in the North line of Lot Numbered Thirty-six (36) of W. W. Wood's Addition to the Village of Pleasant Ridge, as recorded in Plat Book No. 3, page 93, of said County's plat records, at a point in said North line, Twenty (20) feet from the North-east corner of said lot; thence Eastwardly with the North line of said lot, Twenty (20) feet to the North-east corner of said lot; thence Southwardly with the East line of said Lot No. 36, to a point therein, Ninety-eight (98) feet from the South line of Montgomery Road, (measured on said East line); thence 'Westwardly parallel to the North line of said lot, Twenty (20) feet to a point; thence Northwardly parallel to the East line of said Lot No. Thirty-six (36) and uniformly Twenty (20) feet therefrom, to the place of beginning and being a lot fronting Twenty (20) feet on the South side of Montgomery Road, with a depth of Ninety-eight (98) feet within the lot lines, exclusive of the street, and off the North and East part of said Lot No. 36 of W. W. Woods' Addition to the Village of Pleasant Ridge as recorded in Plat Book No. 3, page 93, and Plat Book No. 5, page 13, of said County's plat records.

Subject to easements and restrictions of record.

Prior Instrument Reference: Deed Book 4169, Page 1041 of the Hamilton County, Ohio Recorder's Office

Parcel C

Property Address: 3218 Orion Avenue, Cincinnati, Ohio 45213

Auditor Parcel ID No.: 125-0001-0049-00

Situate; lying and being in section 30; town 4, fractional range 2 of the Miami Purchase, in the City of Cincinnati, Hamilton County, State of Ohio; beginning at the southwest corner of lot 37 of W. W. Woods Subdivision Addition to Pleasant Ridge as the same appears of record in Plat Book 3 page 93, and Plat Book 5 page 13, at which point stands a stake; thence south 89 degrees 51 minutes west 51 feet to a stake; thence north 2 degrees 9 minutes west 40 feet to a point; thence north 4 degrees 35 minutes west 26.80 feet to a stake; thence north 51 degrees 15 minutes east 20 feet to a stake, which course is also the rear line of a lot previously owned by Roger Stacey et al.; thence south 26 degrees 16 minutes east with the east line of lot 36 and the west line of lot 37 a distance of 88.20 feet to the place of beginning; Being a part of said lot 36 of W. W. Woods Subdivision Addition to Pleasant Ridge.

Subject to easements and restrictions of record.

Prior Instrument Reference: Deed Book 4169, Pages 1041 and 1047 of the Hamilton County, Ohio Recorder's Office

Exhibit D
to Property Sale, Funding, and Development Agreement

Statement of Work, Budget, and Sources of Funds

I. STATEMENT OF WORK

Developer shall complete the Project as follows:

- (a) **Acquisition of the Developer Property:** Developer shall acquire the Developer Property. Developer shall also convey Parcel B to the Parcel B Buyer as-is with clear title.
- (b) **Consolidation:** Following the acquisition of the Developer Property, Developer shall consolidate the ROW Property with Parcel A, and record the consolidation with the Hamilton County, Ohio Recorder's Office.
- (c) **Community Engagement:** Following the consolidation of the Consolidated Property, Developer shall facilitate and complete bi-annual public community engagement sessions for the redevelopment of the Development Site, beginning in 2025 and continuing until the Construction Commencement. Developer is responsible for the administration and record-keeping of each session to help streamline the development process. The community engagement sessions must be held publicly to consider feedback from residents and promote community input in the future development project.
- (d) **Redevelopment Plan:** Developer will provide a comprehensive development plan for the Development Site that includes but is not limited to: a real estate feasibility and market study with community engagement surveys, site plan and specifications, schematic drawings, preliminary construction schedule, financing budget, and proposed uses. Developer shall submit its Development Plan to DCED for approval no later than the Development Plan Date.
- (e) **Project Construction:** Once the City approves the Development Plan, Developer shall apply for and receive the required building permits from the B&I for construction at the Development Site and all other permits and zoning approvals, as necessary, and commence on-site construction at the Development Site in accordance with the City-approved Development Plan no later than the Construction Commencement Date.

II. BUDGET

	City Funds	Non-City Funds	Total
Acquisition of Developer Property	\$195,000	\$900,000	\$1,095,000
SUBTOTAL HARD CONSTRUCTION COSTS	\$195,000	\$900,000	\$1,095,000
TOTAL PROJECT COSTS	\$195,000	\$900,000	\$1,095,000

TOTAL SOURCES OF FUNDS (LEVERAGE)

Sale proceeds from The Gas Light Café	\$450,000
Debt/equity from partners	\$450,000
City NBDIP Loan	\$195,000
TOTAL	\$1,095,000

Exhibit E
to Property Sale, Funding, and Development Agreement

Form of Quitclaim Deed

SEE ATTACHED

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration, hereby grants and conveys to the **6100 MONTGOMERY, LLC**, an Ohio limited liability company, the address of which is P.O. Box 128705, Cincinnati, Ohio, 45212 (“**Grantee**”), all of the City’s right, title, and interest in and to the real property depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Legal Description of Property*) hereto (the “**Property**”).

Property Address: None; a portion of former public right-of-way designated as Ridge Avenue
Auditor’s Parcel ID Nos.: None
Prior instrument reference: None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. [____]-2024, passed by Cincinnati City Council on _____, 20____, the Property is hereby vacated as public right-of-way by the City.

Creation of Utility Easement. This conveyance is subject to R.C. Section 723.041 so that any affected public utility existing at the time of the conveyance shall be deemed to have a permanent easement in such vacated portions of Ridge Avenue for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities, unless and until such time as the public utility is re-located such that access to the public utility is no longer affected by the Property.

Covenant and Restrictions in favor of the City of Cincinnati: Grantee shall not transfer title to the Property, and shall not lease, sell or transfer any interest therein without the City’s prior written consent, *unless and except* to consolidate the Property with the “Developer Property” as that term is defined in that *Property Sale, Funding, and Development Agreement* dated _____, 2024 entered into between the City and Grantee. This covenant shall run with the land and be binding upon Grantee and its successors-in-interest with respect to the Property.

This conveyance was authorized by Ordinance No. _____-2024, passed by Cincinnati City Council on _____, 20____.

The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Vacation Plat*
Exhibit B – *Legal Description of Property*
Exhibit C – *Ordinance No. _____-2024*

[Signature Page Follows]

Executed on the date of acknowledgement below.

CITY OF CINCINNATI

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, Ohio 45202

Exhibit A
to Quitclaim Deed

Vacation Plat

[TO BE ATTACHED TO EXECUTION VERSION OF DEED]

Exhibit B
to Quitclaim Deed

Legal Description of Property

[TO BE ATTACHED TO EXECUTION VERSION OF DEED]

Exhibit C
to Quitclaim Deed

Ordinance No. _____-2024

[TO BE ATTACHED TO EXECUTION VERSION OF DEED]

Exhibit F
to Property Sale, Funding, and Development Agreement
Form of Promissory Note

SEE ATTACHED

PROMISSORY NOTE
(0% interest rate)

\$195,000.00

Cincinnati, Ohio

Date: _____

FOR VALUE RECEIVED, the undersigned, **PLEASANT RIDGE DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation organized under the laws of the State of Ohio, the address of which is P.O. Box 128705, Cincinnati, Ohio, 45212 ("**Borrower**"), hereby promises to pay to the order of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for the purposes of this Promissory Note (this "**Note**") is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Director, Department of Community and Economic Development (the "**City**"), the principal sum of One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00) or so much thereof as the City disburses to Borrower pursuant to that certain *Property Sale, Funding, and Development Agreement* between the City, Borrower, and 6100 Montgomery, LLC, dated _____ (the "**Agreement**"), together with interest, if any, as described below (the "**Loan**"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Agreement.

1. Terms. The terms of the Loan are as follows:

- (a) Amount: The principal and amount of the Loan evidenced by this Note is One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).
- (b) Term: The term of the Loan shall be 6 years, beginning on the date of this Note (the "**Effective Date**"), and ending on the 6th anniversary thereof (the "**Maturity Date**").
- (c) Interest Rate: Interest shall accrue on the unpaid principal balance of the Loan at 0.00% per annum.
- (d) Payments: Borrower shall repay the Loan to the City as follows:
 - [i] Payment Deferral: All payments on amounts due under the Loan shall be deferred until the Maturity Date.
 - [ii] Forgiveness: Upon Borrower providing documentation that (1) fee title to Parcel B has been conveyed to the Parcel B Buyer, (2) that Borrower has caused the commencement of construction on the Project in accordance with the City-approved Development Plan, and (3) so long as Borrower is then and has continually been in compliance with all requirements of this Note and the Agreement, then the City agrees to forgive 100% of the outstanding principal balance of the Loan. Upon request by Borrower, the City will provide written confirmation of such compliance and forgiveness and a release of the Mortgage.
 - [iii] Balloon Payment: On the Maturity Date, Borrower shall make a balloon payment equal to all unpaid and unforgiven principal, interest (if any), and other charges outstanding on the Loan.
- (e) Acceleration: If Borrower fails to make any payment hereunder when due or otherwise defaults under this Note or the Agreement, then the City shall have the right to declare the entire outstanding principal balance of this Note and all accrued interest and other charges thereon to be immediately due and payable.
- (f) Prepayment: Borrower may prepay the Loan and accrued interest at any time, without penalty.

- (g) Default Rate of Interest; Late Charges: If any payment due hereunder is not received by the City when due, a late charge equal to 5% of the past due amount shall automatically become due, and interest on the past due amount shall accrue from the due date at the rate of 12% per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.
- (h) Due on Sale: Notwithstanding the Maturity Date specified herein, the entire outstanding principal balance and all accrued interest shall automatically become due and payable in full upon the sale of all or any portion of the Development Site, unless such sale is otherwise authorized by the City in writing in accordance with the Agreement.
2. **Authority.** The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.
3. **Place of Payment.** Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the City may designate in writing from time to time.
4. **Borrower's Waivers.** Borrower waives presentment, demand for payment, notice of non-payment, notice of dishonor, protest, notice of protest, and all suretyship type defenses.
5. **Default.** Upon any default under the Agreement or default in the payment of interest, principal, or any other sum when due under this Note that is not cured within five (5) days after Borrower is given written notice thereof, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity. If suit is brought to collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.
6. **General Provisions.** This Note and any and all ancillary documents executed by Developer in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth above, and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas.

SIGNATURE PAGE FOLLOWS

Executed by Borrower on the date first above written.

BORROWER:

PLEASANT RIDGE DEVELOPMENT CORPORATION
an Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

Approved as to Form:

Assistant City Solicitor

cc: Karen L. Alder, City Finance Director

Exhibit G
to Property Sale, Funding, and Development Agreement

Form of Mortgage

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S OFFICE]

MORTGAGE

The undersigned, **6100 MONTGOMERY, LLC**, an Ohio limited liability company, ("Owner"), in consideration of a loan in the principal amount of \$195,000 made by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), to **PLEASANT RIDGE DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, P.O. Box 128705, Cincinnati, Ohio, 45212 ("**PRDC**"; and together with Owner, the "**Borrower**"), as evidenced by PRDC's promissory note of even date herewith (as the same may be amended, restated, or replaced from time to time, the "**Note**"), hereby grants, with mortgage covenants, to the City the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

Address	APN	Prior Instrument Reference
6100 Montgomery Road, Cincinnati, Ohio 45213	[____-____-____-__]	OR _____, Page _____, Hamilton County, Ohio Records
3218 Orion Avenue, Cincinnati, Ohio 45213	125-0001-0049-00	OR _____, Page _____, Hamilton County, Ohio Records

This Mortgage is given, upon the statutory condition, to secure the payment and performance of all obligations of PRDC under the Note, that certain *Property Sale, Funding, and Development Agreement* entered into by and among the City, Owner, and PRDC dated _____ (the "**Agreement**"), and any and all ancillary loan documents executed by Borrower in favor of the City in connection therewith. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

Borrower and the City covenant and agree as follows:

1. Payments. Borrower shall promptly pay when due any and all amounts that may become due and payable under the Agreement and the Note, all in accordance with the terms thereof.
2. Charges; Liens. Borrower shall pay all real property taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage. If Borrower fails to do so in a timely fashion, the City may, at its option, pay such amounts pursuant to paragraph 5 hereof. Borrower shall promptly discharge any lien that has priority over this Mortgage unless the City has consented in writing to the superiority of such lien.
3. Property Insurance. Borrower shall maintain adequate property insurance on any and all improvements now existing or hereafter erected on the Property. All insurance policies and renewals shall include a standard mortgagee clause in favor of the City. If Borrower fails to maintain insurance as required

hereunder, the City may, at its option, obtain such insurance pursuant to paragraph 5 hereof. Unless the City and Borrower otherwise agree in writing or unless otherwise provided in the Agreement, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.

4. Maintenance of the Property. Borrower shall maintain the Property in good condition and repair and otherwise in accordance with the terms of the Agreement.

5. Protection of the City's Rights to the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect the City's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the City may do and pay for whatever is necessary to protect the value of the Property and the City's rights in the Property. The City's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering onto the Property to make repairs. Any amounts disbursed by the City under this paragraph shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest, at the rate of ten percent per annum, from the date of disbursement and shall be payable, with interest, upon notice from the City to Borrower requesting payment.

6. Successors and Assigns Bound; Governing Law. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the City and Borrower, subject to the provisions of paragraph 8 hereof. This Mortgage shall be governed by the laws of the City of Cincinnati and State of Ohio.

7. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower's address stated herein or any other address Borrower designates by notice to the City. Any notice to the City shall be given by first class mail to the City's address stated herein or any other address the City designates by notice to Borrower.

8. Transfer of the Property. Notwithstanding anything in the Agreement to the contrary, Developer agrees that neither the Property nor any interest therein shall be leased, sold, transferred or conveyed during the Term without the City's prior written consent. If Borrower sells or transfers the Property to anyone without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by this Mortgage.

9. Acceleration; Remedies. If Borrower fails to complete the Project or any other obligations with respect to the Property as and when required under the Agreement, the Note, or this Mortgage, the City may declare all amounts disbursed by the City with respect to the Property and not previously forgiven to be immediately due and payable and may foreclose this Mortgage. Unless prohibited by law, Borrower shall pay to the City any and all sums, including expenses and reasonable attorneys' fees, that the City may incur or expend (a) in any proceeding to sustain the lien of this Mortgage or its priority or to defend against the liens or claims of any person asserting priority over this Mortgage, or (b) in connection with any suit at law or in equity to enforce the Note, the Agreement, or this Mortgage; to foreclose this Mortgage; or to prove the amount of or to recover any indebtedness hereby secured. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Note or Agreement, or available at law or in equity.

10. Advances to Protect Security. This Mortgage shall secure the unpaid balance of any advances made by the City with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property, and other costs that the City is authorized by this Mortgage to pay on Borrower's behalf.

11. Maximum Principal Amount. This Mortgage shall secure the payment of any and all amounts advanced from time to time by the City to Borrower under the Note, the Agreement, or this

Mortgage, and under any other promissory notes or other documents signed by Borrower and stating that such advances are secured hereby. The City shall not be obligated to make any additional advances unless the City has agreed to do so in writing. The maximum amount of unpaid loan indebtedness which may be outstanding at any time and secured hereby shall be \$195,000.00, exclusive of interest thereon and unpaid balances of advances made by the City under this Mortgage.

12. Conveyance to the City: If Borrower does not (a) submit the Development Plan on or before the Development Plan Date (as defined in the Agreement) in accordance with the Agreement, or (b) commence construction at the Property on or before the Construction Commencement Date (as defined in the Agreement) in accordance with the Agreement, the City has the right to acquire the Property as described in the Agreement. At such time as the City no longer has the right to acquire the Property under the Agreement, the City, at Borrower's request, shall execute and deliver to Borrower a release of such rights for recording in the Hamilton County, Ohio Recorder's Office. Until such time as the Property has been conveyed to the City or the City has released or waived its rights to acquire the Property thereunder, Borrower shall not sell or otherwise transfer title to the Property or any portion thereof without the prior written consent of the City.

[Signature page follows]

This Mortgage is executed on the date of acknowledgement set forth below.

6100 MONTGOMERY, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____, the _____ of 6100
MONTGOMERY, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

Approved as to Form

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, Ohio 45202

Exhibit:
Exhibit A – *Legal Description*

Exhibit A
to Mortgage

Legal Description

[TO BE ATTACHED TO EXECUTION VERSION OF MORTGAGE]

Exhibit H
to Property Sale, Funding, and Development Agreement

Additional Requirements

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information with Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) **"Best Efforts"** means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) **"Minority Person"** means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) **"Black"** means a person having origin in the black racial group of Africa.

(d) **"Asian or Pacific Islander"** means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) **"Hispanic"** means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) **"American Indian" or "Alaskan Native"** means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than 10 days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract" as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) "Bid" means an offer in response to an invitation for bids to provide construction work.

(2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Reserved.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the “**Wage Enforcement Chapter**”). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized “Affidavit Regarding Wage Theft and Payroll Fraud” on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an “Amended Affidavit Regarding Wage Theft and Payroll Fraud” on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively “investigative bodies”) to release to the City’s Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City’s request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

(N) Americans With Disabilities Act: Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage’s electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(B) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

(C) Use of Nonfranchised Commercial Waste Haulers Prohibited. The City requires that persons providing commercial waste collection services (as that term is defined under CMC Chapter 730) within the City of Cincinnati obtain a franchise, and the City maintains a list of franchised commercial waste haulers. Developer is prohibited from using or hiring (or causing to be used or hired) a nonfranchised commercial waste hauler to provide commercial waste collection services in connection with the performance of this Agreement, and Developer is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513)352-3200.

ADDENDUM I
to
Additional Requirements Exhibit
City's Prevailing Wage Determination

SEE ATTACHED

DEI - Request for Wage Determination (Form 217)

REQUEST FOR PROJECT WAGE DETERMINATION

IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER:
55371878

DEPARTMENT *
DCED

CONTACT PERSON *
DARBY SCHOZER

Phone # *
(513)352-6126

Email *
DARBY.SCHOZER@CINCINNATI-OH.GOV

Requested Date:

Estimated Advertising Date:

Estimated Bid Opening Date:

Estimated Starting Date:

CHOOSE SOURCE & WRITE IN THE FUND NUMBER

CITY **FUND ***
 Yes No 980

STATE **FUND**
 Yes No

COUNTY **FUND**
 Yes No

FEDERAL **FUND**
 Yes No

IS THIS PROJECT BEING COMPETIVLY BID?
 Yes No

PROJECT ACCOUNT NUMBER:
201611

AMT. OF PUB. FUNDING \$: *
\$195,000.00

TOTAL PROJECT DOLLARS: *
\$1,095,000.00

NAME OF PROJECT (Maximum 100 Letters) *
6100-6104 MONTGOMERY ROAD AND 3218 ORION AVENUE

Type of Project: (E.g., residential building, commercial building, heavy work, highway work, demolition, mixed use building, roads, parking lot, sewer, parks) *
The site is comprised of three (3) commercial buildings.

Project Location: (Include both the address and parcel number.) *
The properties are located at 6100 (Parcel ID 125-0001-0002) and 6104 (Parcel ID 125-0001-0002) Montgomery Road and 3218 Orion Avenue (Parcel ID 125-0001-0049), Cincinnati, Ohio 45213 in the Pleasant Ridge neighborhood. The site is comprised of three (3) commercial buildings.

Owner of Project Site: (Include the current owner and any lease or transfer of ownership that will occur before, during, or after completion of the project as part of the agreement.) *
The properties are currently owned by Koesters Properties, LLC. Pleasant Ridge Development Corporation (PRDC) will acquire the properties.

Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) *
The funding for this project is from the Neighborhood Business District Improvement Program (NBDIP) FY24, passed by City Council on June 14, 2023, Ordinance 205 – 2023.

Project Scope: (Provide a detailed description of the entire project scope under the agreement. If applicable, please include information about the numbers of stories in the building, the number of residential units, or the number of HOME units.) *
All funds will be used to acquire the properties. Conditions for loan forgiveness include (1) the transfer of the 6104 Montgomery Road (Parcel ID 125-0001-0002) to the Gas Light Cafe owners, (2) the submission of a site (re)development plan, and (3) project construction commencement.

Upload Supporting Documents (0)

Supporting Documents

DEI USE ONLY

Assigned Number
55879037

Dept Submitted Date
10/15/2024

DEI Received Date

Original Assigned Number
55371878

Funding Guidelines:

State

Federal

Prevailing Wage Will Not Apply

Rates That Apply:

Building

Heavy

Highway

Residential

Decision Number:

Modification Number:

Publication Date:

Determination By:

Name *
LYDGIA SARTOR

Title
Deputy Director

Date *
10/29/2024

Decision Summary: *

The funds are only being used for the acquisition of property and no construction work will be taking place. Therefore, prevailing wage does not apply.

NOTE: Any changes to the scope or funding of the project will require revision to this determination.

Director Approval Signature
LYDGIA SARTOR

Director Approval Date
10/29/2024