

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015-196

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT AND A CONSTRUCTION AGENCY AGREEMENT WITH CAMERON-ALLIE DEVELOPMENT GROUP LLC, AND DECLARING AN EMERGENCY, **AS AMENDED**.

WHEREAS, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, and 396-10-016, ~~396-10-001~~ (collectively, the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Numbers **396-10-001 and 396-10-002** in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site"). The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit A (the Developer Improvements) attached hereto (the "Project") and pursuant to the terms and conditions of a Project Development Agreement by and between the City and the Developer; and

WHEREAS, pursuant to Ordinance No. 2015-195, this Council has described and declared that certain public improvements to be made which directly benefit certain parcels that comprise the Project Site, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, in connection with the Project, this Council intends to cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements at the Project Site as further described in more detail on Exhibit B attached hereto (the "Public Infrastructure Improvements") to be made by Developer, as the City's designated construction agent, pursuant to the terms and conditions of a Construction Agency Agreement, by and between the City and Developer, that once made will directly benefit the Property, the City and its residents; and

WHEREAS, the Developer, as the City's Construction Agent, pursuant to the terms and conditions of the Construction Agency Agreement, shall pay for and cause the construction of the Public Infrastructure Improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into the Project Development Agreement with Cameron-Allie Development Group, LLC, in substantially the form attached hereto as Exhibit C and which in all respects is hereby approved.

Section 2. That the Mayor be and is hereby authorized to enter into the Construction Agency Agreement with Cameron-Allie Development Group, LLC, in substantially the form attached hereto as Exhibit D and which in all respects is hereby approved.

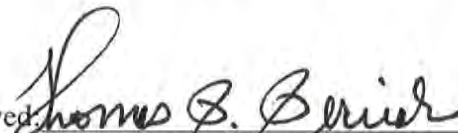
Section 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the availability of adequate commercial retail space and parking creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.




President of Council

Date Passed: October 19, 2015

Approved: 

Mayor

Date Approved: October 20, 2015

Attest: 

Clerk of Council

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015-196
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	<u>Yea</u>
Carbone	<input checked="" type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>

Nay

ORD. No. 2015-196 Amended: 10-19-15
1st Rdg. 09-21-15 Ref: LOW
2nd Rdg. 10-5-15 Ref: LOW
3rd Rdg. 10-19-15 Ref: _____
Amended by key Substitutions 10-19-15

Pub Hrg. _____ Ref: _____
Adopted: 10-19-15 Defeated: _____
As Amended

EXHIBIT A

DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

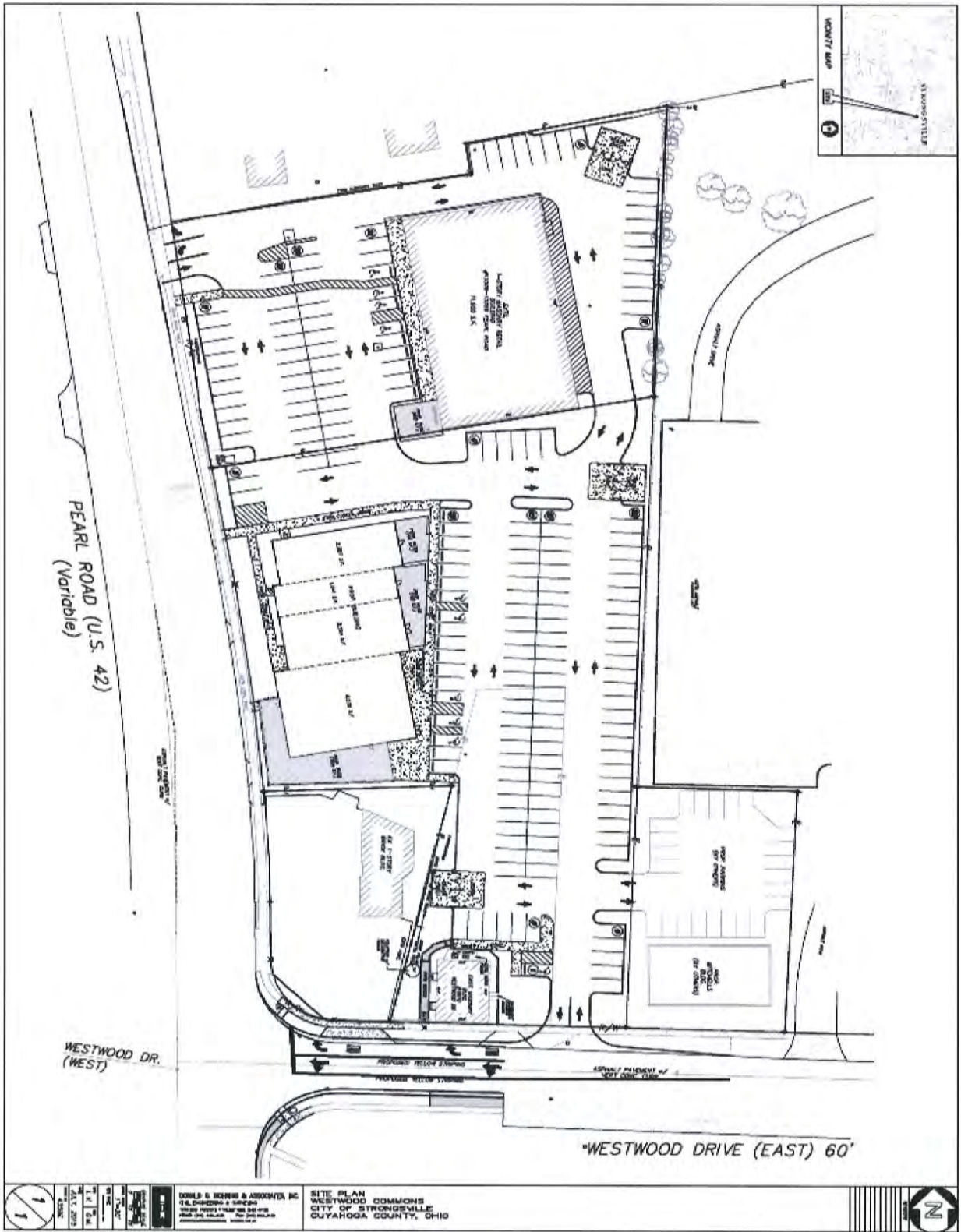
All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

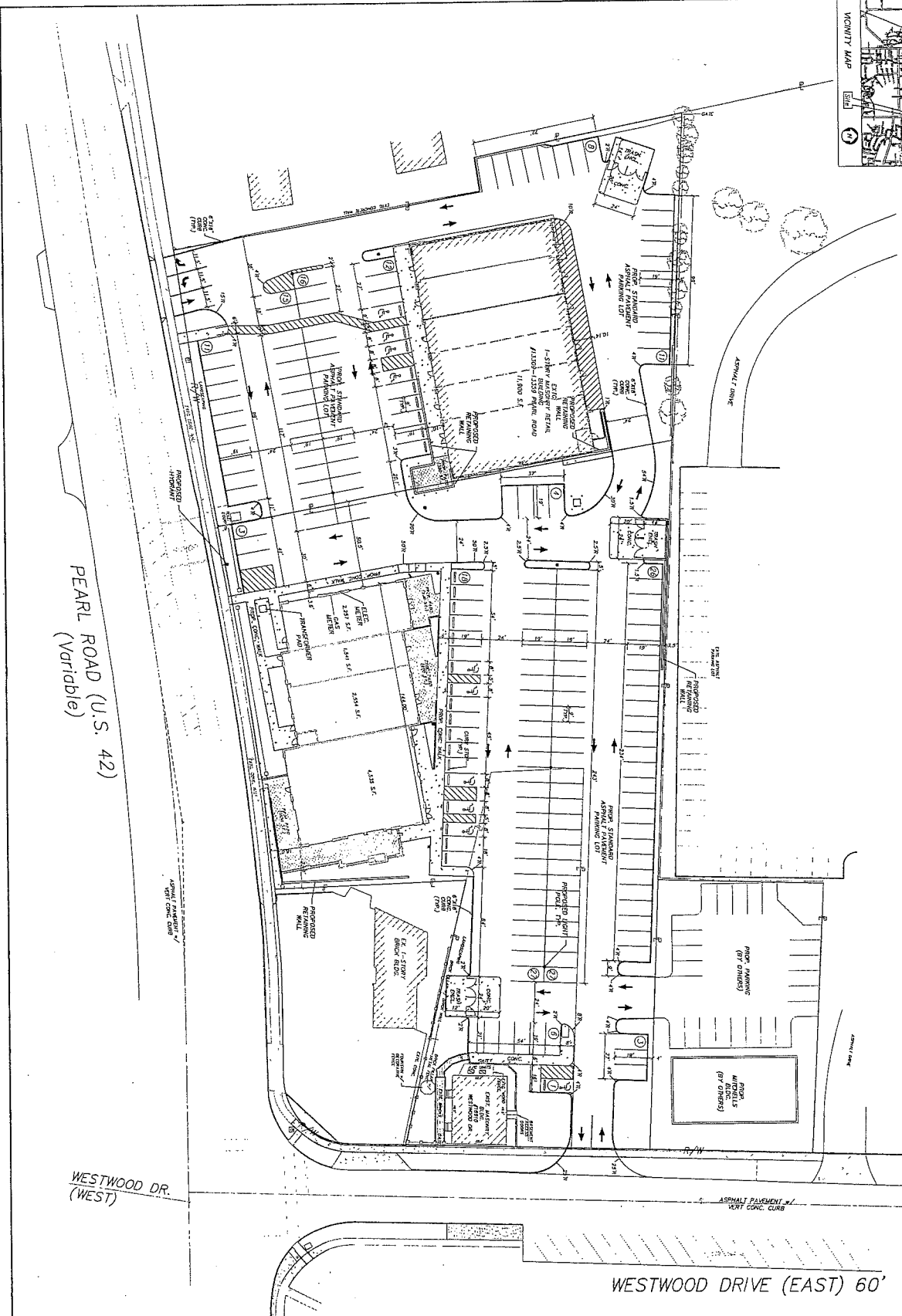
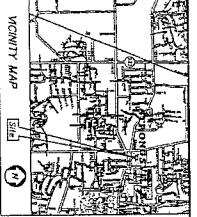
When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.



WORLD'S BEST ENGINEERING & ARCHITECTURE, INC.
1145 CLEVELAND AVENUE, SUITE 200
CLEVELAND, OHIO 44115
PHONE: (216) 421-1100
WWW.WBES.COM

SITE PLAN
WESTWOOD COMMONS
CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO



PEARL ROAD (U.S. 42)
(Variable)

WESTWOOD DR. (WEST)

WESTWOOD DRIVE (EAST) 60'

	DATE	1/2/2017
	DRAWN BY	TC
	CHECKED BY	TC
	SCALE	AS SHOWN

DONALD G. SCHMIDT & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 12515 RIDGE ROAD, SUITE 100, WESTWOOD, OHIO 44091
 PH: 440.353.7500 FAX: 440.353.7501
 WWW.DGSA-INC.COM

SITE PLAN
WESTWOOD COMMONS
CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO



EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

Westwood Commons Land II
As of July 13, 2015

TIF Funding Estimates

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
—"Demolition and Environmental Remediation"	Phase I Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill pads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
Asbestos Abatement Engineered Removal & Fill of Existing Basements	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
Site Clearing	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
Tree Clearing	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
Erosion Control	Erosion Control	2	Aeres	6750.00	\$13,500.00	\$13,500.00	
Mass Excavation Cuts and Fills	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
Strip and Stockpile Topsoil	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	
Disposal of Excess Material Off Site	Disposal of Excess Material Off Site	903	CY	8.40	\$7,585.20	\$7,585.20	

						\$7,585.20	\$183,046.95
Subtotal							
"water and sewer lines"	Abandon Existing Water Connections	4	2000.00		\$8,000.00		\$-8,000.00
"stormwater and flood remediation projects necessary for econ. dev."	Relocate Existing Utilities—CEI Poles	1	30000.00		\$30,000.00		\$30,000.00
	Hydrants	1	5000.00		\$5,000.00		\$-5,000.00
		1	175000.0		\$175,000.00		\$-175,000.00
	Storm Water Retention	1	0		\$0.00		\$0.00
	Storm Sewer System Drainage	550 LF	16.45		\$9,047.50		\$-9,047.50
	Underdrains	1	10000.00		\$10,000.00		\$-10,000.00
	Catch Basins, Inlets, Etc.	8 EACH	986.00		\$7,888.00		\$-7,888.00
	Bury overhead power lines						<u>1BD</u>
	Subtotal						\$244,935.50
Public roads—end right-of ways/ easements							
	Concrete Walks	12400 SF	7.50		\$93,000.00		\$-93,000.00
	Landscaping / Fencing	1 LS	0		\$0.00		\$-0.00
	Lighting and Poles Asphalt / Concrete	8 EACH	3943.00		\$31,281.13		\$-31,281.13
	Subtotal						<u>\$250,000</u> \$-504,281.13

Overall Total

\$ 932,763.58

The Public Infrastructure Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property or directly benefiting or serving the Property, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

PUBLIC INFRASTRUCTURE IMPROVEMENTS

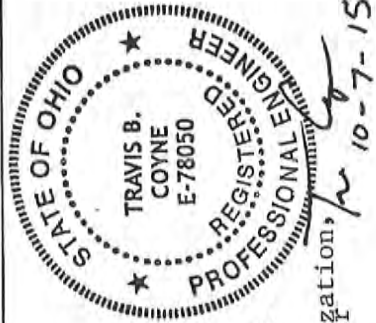
TIF Funding Estimates

Westwood Commons I and II

As of October 2, 2015

Category	Description	Quantity	Unit	Unit Price	Amount	Total	Notes
"Demolition and Environmental Remediation"	Phase 1 Study	2	Ea	1785.00	\$ 3,570.00	\$ 3,570.00	
	Soil Testing	1	Ea	3560.00	\$ 3,560.00	\$ 3,560.00	
	Remove Existing Structures (backfill) jets basement)	1	Ea	40000.00	\$ 40,000.00	\$ 40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$ 15,000.00	\$ 15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$ 40,000.00	\$ 40,000.00	Storm Detention Systems
	Site Clearing	97574	SF	0.28	\$ 27,320.88	\$ 27,320.88	373 LF of 78" 16 Gage 770 LF of 60" 16 Gage
	Tree Clearing	1	Ea	15000.00	\$ 15,000.00	\$ 15,000.00	10-30" Risers
	Erosion Control	2	Acres	8200.00	\$ 16,400.00	\$ 16,400.00	5-78" Elbows
	Mass Excavation Cuts and Fills	4000	CY	44.00	\$ 176,000.00	\$ 176,000.00	11-78" Tees
	Strip and Stockpile Topsoil	903	CY	12.00	\$ 10,836.00	\$ 10,836.00	6-78" Bulkheads
Disposal of Excess Material Off-Site	903	CY	12.00	\$ 10,836.00	\$ 10,836.00	1-78" Weir Bulkhead	
Subtotal					\$ 358,572.88		
						2-60" Elbows 1-60" Bulkhead 7-60" Tees	
						1-60" Stub	
"water and sewer lines"	Abandon Existing Water Connections	4		2000.00	\$ 8,000.00	\$ 8,000.00	
"stormwater and flood remediation projects necessary for econ dev."	Relocate Existing Utilities- CEI Poles	1		30000.00	\$ 30,000.00	\$ 30,000.00	1-60" Bulkhead
	Hydrants	1		5000.00	\$ 5,000.00	\$ 5,000.00	
	Storm Water Retention	1		208000.00	\$ 208,000.00	\$ 208,000.00	Underdrains
	Storm Sewer System Drainage	1200	LF	120.00	\$ 144,000.00	\$ 144,000.00	1500 LF
	Underdrains	1500	LF	22.00	\$ 33,000.00	\$ 33,000.00	Asphalt
	Catch Basins, Inlets, Etc.	19	EACH	1600.00	\$ 30,400.00	\$ 30,400.00	Heavy duty paving 33,700 square feet
	Subtotal					\$ 458,400.00	Install 6" # 304 aggregate base Install 3 1/2" # 301 asphalt base
							Install 1 1/2" # 448 asphalt surface course
							Standard duty paving 12,020 square feet
							Install 6" # 304 aggregate base
						Concrete	
						(3) Dumpster enclosures, including footings, apron and slab	
						(2) Retaining walls, along Westwood Commons II 1500 LF site perimeter curbs	
Overall Total						\$ 1,151,772.83	

ORC 5709.40: "Public Infrastructure Improvements" includes, but is not limited to, public roads and highways; water and sewer lines; environmental remediation demolition, including demo on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects including such projects on private property when determined to be necessary for public health, safety and welfare; the provision of gas, electric, and communication service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes.



TIF Funding Estimate prepared by IRG Realty Advisors, LLC was based on site improvement plans designed by Donald G. Bohning Associates, Inc. dated September 10, 2015. This estimate has been reviewed by Donald G. Bohning Associates, Inc. and certifies that it fits the project scope.

Travis Coyne, P.E.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project site or directly benefiting or serving the Project site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

EXHIBIT C
PROJECT DEVELOPMENT AGREEMENT

PROJECT DEVELOPMENT AGREEMENT

by and between

THE CITY OF STRONGSVILLE, Ohio

and

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,

as the Developer

Dated

as of

_____, 2015

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Exhibit E Project Schedule for Improvements
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PROJECT DEVELOPMENT AGREEMENT
(City of Strongsville - Westwood Commons)

This Project Development Agreement (this "Agreement") is made effective and entered into as of _____, 2015 the ("Effective Date") by and between the City of Strongsville, Ohio (the "City"), a charter municipal corporation and political subdivision organized and existing under the laws of the State of Ohio, and Cameron-Allie Development Group, LLC (the "Developer"), an Ohio limited liability company.

RECITALS

A. The Developer has acquired and plans to redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, ~~396-10-001~~, 396-10-002 and 396-10-016 (the "Vacant Land") in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Numbers ~~396-10-001~~ and 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description **attached as Exhibit A** and Lot Split and Consolidation Plats attached hereto as **Exhibits A-1 and A-2, respectively.**

B. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, ~~(the "Mitchell's Parcel")~~, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further depicted on Exhibit B attached hereto (the "Developer Improvements").

C. Upon Developer's completion of the aforementioned site work on ~~the Mitchell's~~ Parcel **No. 396-10-016**, Developer intends to sell ~~the Mitchell's~~ Parcel to ~~Mitchell Brothers Ice Cream, Inc., or its assigns ("Mitchell's")~~ **a third party** whereby ~~Mitchell's~~ **the third party** intends to construct a free standing building totaling approximately 3,000 square feet.

D. As part of the Developer Improvements, there are certain public infrastructure improvements required which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Improvements," and together with the Developer Improvements, collectively the "Improvements") as approved by the City's Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments (collectively, "City Review & Approval Bodies"). For avoidance of doubt, any work performed by Developer on ~~the Mitchell's~~ Parcel **No. 396-10-016**, as further described in more detail on Exhibit B-1 shall be included within the definition of Improvements and any work performed by ~~Mitchell's~~ **the third party new owner**, its agents, representatives, or contractors, on ~~the Mitchell's~~ Parcel shall be expressly excluded from the definition of Improvements.

E. The City has determined that the construction of the Improvements on the Project Site, and the fulfillment generally of this Agreement, are in the best interests of the City and necessary for economic development purposes and the health, safety and welfare of its residents, and are necessary for the purpose of enhancing the availability of adequate commercial retail space, parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the real property comprising the Project Site. F. Pursuant to Ohio Revised Code Section 5709.40, 5709.42 and 5709.43, the City Council (the "Council") passed the TIF Ordinance (as defined herein) to exempt from real property taxation the incremental increase in assessed value of the Project Site resulting from the construction of the Improvements and providing: (1) that the Improvements are a public purpose, and designating the Improvements as a public improvement benefiting the Project Site; (2) for the payment of service payments in lieu of taxes (the "Service Payments"), by the Developer and any successors in interest to the Project Site, as obligations running with the land for the duration of the Covenant Period (as hereinafter defined), with respect to the real property comprising the Project Site; (3) for the use of the Service Payments for costs of the Public Improvements, as approved by the City.

In consideration of the foregoing Recitals and as an inducement to and in consideration of the conditions and covenants contained in this Agreement, the parties agree as follows:

Article I The Improvements

Section 1.01 Improvements. The Developer agrees to construct the Improvements, at its own expense, as set forth in the Plans and Specifications (as defined herein) as approved by the City Review & Approval Bodies in accordance with Article III of this Agreement. Upon receipt of Service Payments (as defined herein), the City will reimburse the Developer for costs incurred by Developer for constructing the Public Improvements.

Section 1.02 Job Creation. Developer anticipates that the construction of the Improvements will create approximately 86 full time equivalent new jobs and 44 part time equivalent new jobs within six (6) months after Completion (as herein defined) of the Improvements and maintain a payroll of approximately \$2,000,000 throughout the Covenant Period (as defined herein).

Section 1.03 Public Improvements. The parties acknowledge that the Public Improvements on and adjacent to the Project Site are necessary for the construction of the Developer Improvements and will directly benefit the Project Site and the surrounding area. The City shall designate the Developer as its Construction Agent with respect to the construction of the Public Improvements, pursuant to the terms of a Construction Agency Agreement to be entered into by and between the City and the Developer, in substantially the form of the agreement attached hereto as Exhibit D. The Developer, acting as the City's Construction Agent, shall construct the Public Improvements and advance the funds therefor.

Section 1.04 Costs of Improvements. The Developer agrees that the cost of the Improvements shall be approximately ~~\$2,502,000~~ **\$2,498,057.00** for the Developer Improvements

and ~~\$932,000~~**\$1,161,772.00** for the Public Improvements, ~~representing a total investment of~~
~~will be~~ approximately ~~\$3,434,000~~**\$5,144,329.00** million including acquisition costs.

Section 1.05 Construction. Construction of the Improvements shall commence no later than January 1, 2016 ("Commencement Date") and shall be substantially complete ("Completion") no later than the one year anniversary of the Commencement Date (the "Completion Date"), in accordance with the Project Schedule set forth on the attached Exhibit E, subject to the provisions of Article VIII of this Agreement. The Developer shall not commence construction of the Improvements prior to the City's Review & Approval Bodies approval of the Plans and Specifications.

Section 1.06 Construction Contract. The Developer, as Construction Agent, will enter into lump sum or Guaranteed Maximum Price Contract with a construction manager (the "Construction Manager") acceptable to the City (the "Construction Contract") for the construction of the Public Improvements. Developer hereby acknowledges that the selection of the Construction Manager and each subcontractor under the Construction Contract is subject to the City's public bidding requirements as set forth in Section 5 of the City's Charter, the applicable City ordinances and any applicable requirements under State law. The Construction Contract shall include a detailed schedule of values in sufficient detail to enable the City to determine the costs of the various components of the Public Improvements.

Section 1.07 Payment and Performance Bond. Concurrent with execution of the Construction Contract, Developer shall provide a Payment and Performance Bond to the City in the full amount of the contract price guaranteeing full and timely payment and performance of the Construction Contract for the Public Improvements. The bond shall be written by a surety licensed or authorized to conduct business in the State of Ohio and of sufficient financial rating, and in a form satisfactory to the City's Director of Finance and the City's Law Director. Developer shall not be required to obtain a Payment or Performance Bond in connection with the Developer Improvements.

Section 1.08 Compliance with Laws, Rules and Regulations. The Developer and its respective officers, agents, employees and any other persons over whom the Developer has control, including but not limited to the Construction Manager and subcontractors, shall comply with all present and future laws and ordinances of the City, Federal, State and other local governmental bodies, applicable to or affecting directly or indirectly the Developer or its operations and activities on or in connection with the construction and operation of the Improvements.

Section 1.09 Insurance. Developer shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Public Improvements are located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages to property which may arise out of or result from Developer's operations and completed operations under this Agreement and the Construction Contract, whether such operations be by the Developer, Construction Manager, or by a subcontractor, agent, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in this Agreement or required by law,

whichever coverage is greater, and shall include contractual liability insurance applicable to the Developer's obligations under Article V of this Agreement. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the City. Developer shall cause the commercial liability coverage, pollution liability coverage, and excess liability coverage required by this Agreement to include the City as an additional insured for claims caused in whole or in part by any of the Developer's acts or omissions, any acts or omissions of the Construction Manager, and/or any acts or omissions of any subcontractor, agent, or other person or entity directly or indirectly employed by any of them arising out of or relating to the construction of the Public Improvements.

The insurance required by this Agreement shall be written for not less than the following limits, or greater if required by law:

(i) Workers' Compensation limits shall be those required by statute.

(ii) Commercial General Liability insurance including liability on this project and blanket coverage, on an occurrence form, which insures against bodily injury, personal and advertising injury and property damage claims arising from work conducted, services provided, and/or materials supplied by Developer, Construction Manager, or any of their subcontractors or agents with limits of at least One Million Dollars (\$1,000,000) combined single limit each occurrence; Two Million Dollars (\$2,000,000) general aggregate; and Two Million Dollars (\$2,000,000) products/completed operations aggregate. Such insurance shall include the following coverage extensions: Ongoing Operations, Premises Liability, Products/Completed Operations, Broad Form Property Damage including Completed Operations, Contractual liability (including coverage for the indemnity clause provided under this Agreement), XCU hazards and liability, and Personal Injury Liability with Employment Exclusion deleted. The Products/Completed Operations coverage shall remain in effect for at least two (2) years following Completion Date.

(iii) Employer's Liability insurance with minimum limits of \$1,000,000 for each employee for bodily injury by accident and for each employee for bodily injury by disease.

(iv) Commercial/Business Automobile Liability insurance with minimum combined single limit of \$1,000,000 per occurrence (bodily injury and property damage liability). Coverage shall be for liability arising out of the use or operation of owned, hired, leased, and non-owned vehicles.

(v) Pollution Liability Insurance that provides coverage for bodily injury, property damage, and regulatory clean-up costs arising out of or relating to the presence, release, or threatened release of hazardous substances or pollutants with limits of at least Two Million Dollars (\$2,000,000) per occurrence and an aggregate limit of at least Two Million Dollars (\$2,000,000).

(vi) Excess Liability Insurance with a per occurrence limit of at least Five Million Dollars (\$5,000,000) and an aggregate limit of at least Five Million Dollars (\$5,000,000) over the primary limits of insurance.

The liability insurance required by this Agreement shall: (1) provide that it is primary and non-contributory to any other insurance or self-insurance that the City may have, (2) obligate Developer to pay any deductible or self-insured retention associated with any claim that is made under the policy, including any claim that may be made by an additional insured, (3) contain waivers of subrogation against the City, (4) contain cross-liability endorsements (and shall not contain insured vs. insured exclusions), and (5) provide that the insurer(s) has/have a duty to defend against potentially covered claims and that the payment of defense costs by the insurer(s) shall not reduce or deplete the limits of liability under the policy(ies). The identity of the insurers and the amounts of any deductibles or self-insured retentions are subject to the City's approval.

Before exposure to liability or a loss may occur, Developer shall deliver to the City Certificates of Insurance acceptable to all parties evidencing the insurance coverage required by this Agreement. Upon request by the City, Developer shall deliver to the City copies of any or all of the insurance policies providing the liability insurance required by this Agreement, including copies of any declarations pages and endorsements relating thereto.

Developer shall require in the Construction Contract with the Construction Manager that the Construction Manager also procure insurance that satisfies all of the foregoing requirements.

Article II

Tax Increment Financing; Service Payments

Section 2.01 TIF Ordinance. The TIF Ordinance, a copy of which is attached hereto as Exhibit F, provides for the following with respect to the Project Site: (a) declares the Improvements (as defined in Section 5709.40 of the Revised Code) to the Project Site to be a public purpose for purposes of Section 5709.40 of the Revised Code; (b) requires the Developer, its successors or assigns, and any current or future owners of the Project Site and any current or future lessors, lessees, or owners of the Project Site (hereinafter collectively referred to as the "Owners" and individually as an "Owner") of the Project Site to make service payments to the County Treasurer in lieu of taxes (the "Service Payments") to finance the costs of the Public Improvements; and (c) establishes the Westwood Commons Public Improvement Tax Increment Financing ("TIF") Fund ("TIF Fund").

Section 2.02 Service Payments. The City shall, after completion of construction of the Improvements and approval by the City's Review & Approval Bodies, use the Service Payments actually received by the City (net of any fees imposed by the Cuyahoga County Fiscal Officer during the period that the Project Site is exempt from real property taxation and net of out-of-pocket expenses, including the reasonable fees of Calfee, Halter & Griswold LLP, special counsel to the City) to reimburse the Developer for the costs of the Public Improvements pursuant to the terms of the Construction Agency Agreement. The period of exemption shall continue until the maximum period permitted by TIF Ordinance (but in no event later than December 31, 2045). If, for any reason, the exemption ends prior to the full reimbursement of the Developer for the cost of such Public Improvements, the City shall have no further liability to the Developer for reimbursement. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse the Developer for the cost of the Public Improvements shall

not constitute a debt or pledge of the faith and credit of the City and the City shall have no obligation to pay the Developer other than from Service Payments received by the City.

Section 2.03 Covenant to Make Service Payments. Developer agrees for itself and its successors and assigns and any future Owners of the Project Site to make Service Payments pursuant to the terms and conditions of this Agreement from the effective date of the exemption granted by the TIF Ordinance through the end of the exemption period as described in Section 2.02 hereof (the "Covenant Period").

Section 2.04 No Contests of Assessed Valuation. Developer agrees for itself and its successors and assigns and any future Owners of the Project Site not to contest the assessed valuation of the Improvements for real property tax purposes below a fair market value of \$3,000,000, as determined by the Cuyahoga County Fiscal Office, throughout the term on the Covenant Period. The Developer intends to sell the Mitchell's Parcel and as such, the parties hereto agree that the Mitchell's Parcel shall not be subject to this Section 2.04.

Section 2.05 Declaration of Covenants Run with the Land. It is agreed that the covenants provided in Section 2.02 of this Agreement shall run with the land, and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, and any successors and assigns and any future Owners of the Project Site, including without limitation any grantee in a conveyance of the Project Site through judicial process and, to the extent permitted by law, without expiration, until the expiration of the Covenant Period. Any future deed from the Developer conveying the Project Site, or a portion thereof, shall include the provisions in the preceding sentence. These covenants, however, shall run with the land during the Covenant Period and be binding whether or not this Agreement remains in effect or whether or not this provision is included in any succeeding agreement, deed or lease with the Developer or its successors or assigns or any future Owner. The Developer agrees to execute and deliver a Declaration of Restrictive Covenants in form reasonably satisfactory to the City for recording in the Cuyahoga County Fiscal Officer's office, evidencing the obligations of the Developer and its successors and assigns, and any future Owner having an interest in the Project Site, or a portion thereof, to make Service Payments.

It is further agreed that the covenants provided in Section 2.02 shall be binding on the Developer, or any successor or assign and any future Owner, only for that period that such person or entity has title to, an interest in, or possession or occupancy of the Project Site, or a portion thereof.

Section 2.06 Failure to Make Service Payments. Should Developer, or any successor or assign or any future Owner fail to make any payment required hereunder, such Developer, successors or assigns or future Owner shall pay, in addition to the Service Payments it is required to pay hereunder, (i) a penalty that will bear interest at the then-current rate established under Ohio Revised Code Section 323.121(B)(1) and 5703.47, as may hereinafter be amended or succeeded and (ii) such amount as is required to reimburse the City for any and all reasonable and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce provisions of this Agreement against Developer, or any successor or assign and any future Owner.

Article III
Plans and Specifications - Reviews, Approvals and Permits

The Developer shall submit to the applicable Review & Approval Bodies for review and approval its plans, drawings, and other materials in connection with the Improvements (the "Plans and Specifications"). The City's review shall be consistent with the applicable City zoning, building and related code requirements and approvals for purposes of this Article III, including but not limited to the City's Review & Approval Bodies and City Council. The Plans and Specifications shall include, but not be limited, to a site plan, building layout, elevations of structures, parking, landscaping, signage, and any other planning materials that reasonably are required by the City's Review & Approval Bodies. The Developer shall submit the Plans and Specifications to the City's Planning Commission within thirty (30) days of the Effective Date of this Agreement.

The Developer shall prepare the necessary construction drawings and specifications for the purpose of obtaining demolition, building and construction permits for the Improvements from the City's Building Department and other applicable permitting bodies for the Improvements.

Article IV
Covenants and Obligations of the Developer and Owner; Representations of City and Developer

Section 4.01 Preparation and Filing of Notice of the TIF Exemption. The Developer shall cause notice to be recorded and prepared in accordance with the provisions of Section 5709.911(C)(1) of the Ohio Revised Code, at the office of the Cuyahoga County Fiscal Officer.

Section 4.02 Enforceability of Obligations Against Developer and an Owner. The obligation to perform and observe the agreements contained herein on the part of the Developer, or any successor or assign and any future Owner, shall be binding and enforceable by the City against the Developer, or any successor or assign and any future Owner with respect to (and only to) such person or entity's interest in its portion of the Project Site, or any parts thereof or any interest therein. In the event Developer, or any successor or assign and any future Owner no longer holds any real property interest in the Project Site, such Developer, successor or assign or future Owner shall have no further obligation hereunder.

Section 4.03 Binding Nature of Obligations.

(a) Subject to Section 4.02, the duty to perform the obligations of this Agreement shall be binding and enforceable against the Developer, or any successor or assign and any future Owner by the City.

(b) The obligations of the Developer, or any successor or assign and any future Owner shall not be terminated for any cause including, without limiting the scope of the foregoing, but by way of example, delay in completion of or failure to complete the Improvements; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements; commercial frustration of purpose; any change in the constitution, tax or other laws or judicial decisions or administrative rulings or of administrative

actions by or under the authority of the United States of America or of the State or any political subdivision thereof. Except as otherwise expressly provided for herein, nothing contained in this Agreement shall be construed to release the Developer, or any successor or assign and any future Owner from the performance of any of its agreements or obligations contained in this Agreement.

Section 4.04 Payment of Taxes. The Developer, or any successor or assign and any future Owner shall pay or cause to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the property of the Developer, or any successor or assign and any future Owner which is part of the Project Site or any personal property or fixtures of the Developer, or any successor or assign and any future Owner installed or brought therein or thereon (including, without limiting the generality of the foregoing, but by way of example, any taxes levied against the Developer, or any successor or assign and any future Owner with respect to the Improvements, receipts, income or profits from the operations of the Developer, or any successor or assign and any future Owner at the Project, which, if not paid, may become or be made a lien on all or a portion of the Project Site) and all utility and other charges incurred by the Developer, or any successor or assign and any future Owner in the operation, maintenance, use, occupancy and upkeep of that portion of the Project Site held by the Developer, or any successor or assign and any future Owner.

Section 4.05 City's Representations.

The City represents, warrants and covenants to the Developer that as of the Effective Date:

(a) That the City is a municipal corporation duly organized and validly existing under the laws of the State of Ohio, and the City has all necessary power and authority to enter into and perform the City's obligations under this Agreement.

(b) That the City has taken all actions required to be taken under the laws of the State of Ohio and under the City's governing documents to approve or authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 4.06 Developer's Representations.

The Developer represents warrants and covenants to the City as of the Effective Date:

(a) That the Developer is duly organized and validly existing as a limited liability company under the laws of the State of Ohio and is in good standing under the laws of the State of Ohio.

(b) That this Agreement has been duly executed, authorized and delivered by the Developer to take action and is a valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity.

(c) That this Agreement and the consummation of these transactions are valid and binding upon the Developer and do not constitute a default (or an event which with notice and passage of time or both will constitute default) under its Operating Agreement or any contract to which the Developer is a party or by which it is bound.

(d) That the construction of the Improvements will be performed in a professional manner and in accordance with commercially reasonable standards.

(e) That the Developer has obtained sufficient financing for completing construction of the Improvements.

Article V Indemnification

Section 5.01 General Indemnification. In addition to the obligations of the Developer, as set forth in this Agreement, the Developer shall indemnify, defend and hold harmless the City and its agents, employees and public officials from and against any and all suits, claims, damages, losses, costs or expenses (including reasonable attorneys' fees and expert witness fees) arising out of, or resulting from (i) the construction of the Improvements, (ii) claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Developer, its officer, employees, consultants, subconsultants, and/or subcontractors; (iii) injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Developer, its officers, employees, consultants, subconsultants, and/or subcontractors; and (iv) the Developer, or any successor or assign and any future Owner failure to make full or timely Service Payments.

Section 5.02 Environmental Indemnification. Developer hereby agrees to indemnify, defend, and hold harmless the City and the respective commissioners, officers, agents, attorneys and employees of the City (hereinafter referred to individually as an "Indemnitee" and collectively, as the "Indemnitees"), and each of them, from and against any and all claims and losses incurred by Indemnitees related to the construction of the Improvements, including but not limited to Environmental Losses (as hereinafter defined). Developer shall pay when due any judgments or claims for damages, penalties or otherwise against Indemnitees, and shall assume the burden and expense of defending all suits, administrative proceedings, mediations, arbitrations and resolutions of any disputes with all persons, political subdivisions or government agencies arising out of the occurrences set forth in this Indemnity. In the event that such payment is not made, Indemnitees, at their sole discretion, may proceed to file suit against Developer to compel such payment.

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

"Environmental Laws" means all present and future federal, state or local laws, statutes, ordinances, rules, regulations, codes, orders judgments, decrees and other requirements of governmental authorities relating to the environment (including, without limitation, soil, surface waters, ground water, surface or subsurface strata and ambient or indoor air), human health or to any Hazardous Material or Hazardous Material Activity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.

Section 9601, et seq., as now or hereinafter amended; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7401, et seq., as now or hereafter amended; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., as now or hereafter amended; and any similar State and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto.

The term "Environmental Losses" shall mean any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, defects in title, assessments, penalties, costs and expenses (including, without limitation, the reasonable fees and disbursements of outside legal counsel, accountants and environmental contractors or consultants and the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable damages, suffered or incurred, by any Indemnitee, arising out of or as a result of: (a) any Hazardous Material Activity (as hereinafter defined), whether such activity occurred on, before or after the Developer acquired the Project Site; (b) any actual or alleged violation of any applicable Environmental Laws (as hereinafter defined) relating to the Project Site or to the ownership, use, occupancy or operation thereof, whether such violation occurred on, before or after the Developer acquired the Project Site; (c) any investigation, inquiry, order (whether voluntary or involuntary), hearing, legal or administrative action or other proceeding by or before any governmental agency in connection with any Hazardous Material Activity, or allegation thereof, whether such activity occurred or was alleged to have occurred on, before or after the Developer acquired the Project Site; or (d) any claim, demand, notice, request for information, cause of action, summons, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a), (b) or (c) above, or any allegation of any such matters.

"Hazardous Material Activity" means any act, occurrence or omission related to any actual, proposed or threatened storage, holding, existence, use, release, migration, emission, discharge, generation, processing, abatement, removal, repair, cleanup or detoxification, disposition, handling, management, treatment or transportation of any Hazardous Material (as defined herein) from, under, into or on the Project Site or the surrounding property, or any other activity, occurrence or omission that causes or would cause such event to exist.

Article VI

Events of Default

The following events are "Events of Default" under this Agreement:

Section 6.01 Events of Default.

(a) The failure of Developer, or any successor or assign or any future Owner (i) to pay, no later than the fifth (5th) calendar day following its due date, any Service Payment, or installment thereof due by Developer, or any successor or assign or any future Owner, including

any applicable late payment charges; or (ii) to perform any covenant made by it or any of the requirements imposed on it set forth herein within thirty (30) days after Developer's receipt of notice of such failure by the City.

(b) The Developer fails to materially comply with any term, provision, or covenant of this Agreement, and the Developer fails, within thirty (30) days after written demand from the City, to remedy the default, including, without limitation, timely completion of construction of the Improvements subject to the provisions of Article VIII herein.

(c) Prior to the completion of the Improvements, the Developer (1) is adjudged insolvent, (2) admits in writing its inability to pay its debts generally as they become due, (3) makes a fraudulent transfer, or (4) makes an assignment for the benefit of creditors.

(d) Prior to the completion of the Improvements, the Developer (1) files a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the United States or any state thereof, or (2) is adjudged bankrupt or insolvent in proceedings filed against the Developer under those laws or statutes.

(e) Prior to the completion of the Improvements, a receiver or trustee is appointed for all or substantially all of the assets of the Developer, which receiver is not discharged within ninety (90) days after the appointment.

Section 6.02 Events of Default by the City. The City fails to materially comply with any term, provision, or covenant of this Agreement, and the City fails, within thirty (30) days after written demand from the Developer, to remedy the default.

Article VII Remedies

Section 7.01 Generally. If any Event of Default occurs, the Developer, shall promptly (and in any event within thirty (30) days after receipt of the written notice, unless a different cure period is specified in the written notice), cure or remedy such Event of Default. In the event that an Event of Default for which there is not a specific cure period set forth in Article VII is of such nature that it cannot be cured or remedied within the applicable cure period, the Developer shall commence its actions to cure or remedy such default within the applicable cure period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the Event of Default is not cured or remedied within the required time, the City may:

(a) institute any proceedings that it deems reasonably necessary to recover damages suffered as the result of the default,

(b) institute any proceedings that it deems reasonably necessary to cure and remedy the default, including, but not limited to, proceedings against the Developer in default to compel specific performance of its obligations, or

(c) take any other action that it deems reasonably necessary to cure the default at law or in equity.

Section 7.02 Enforcement; Foreclosure of Lien. The provisions of this Agreement with respect to the obligations of a Developer, or any successor or assign or any Owner may be enforced to the fullest extent permitted by law, by the City. It is the intention of the Developer that this Agreement and the covenants contained herein shall be specifically enforceable by the City, in law or in equity. It is the further intention and agreement of the Developer that this Agreement shall constitute and be deemed a lien encumbering and running with the Project Site to secure the obligation of the Developer, or any successor or assign or any future Owner to make Service Payments, and, if applicable, to pay interest and penalties described in this Agreement, intended to have same lien rights as real estate taxes and the same priority in accordance with Section 323.11 and 5709.91 of the Ohio Revised Code ("O.R.C."). In furtherance of the foregoing, it is the intention of the Developer, or any successor or assign and any future Owner that the City, upon the occurrence of an event of default set forth in Section 6.01 hereof, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either mortgage liens or delinquent real estate taxes; provided, however, that nothing contained in this Agreement shall be deemed to authorize the acceleration of Service Payments due in future years. The provisions of this Section 7.02 shall encumber and run with the Project Site.

Section 7.03 Other Rights and Remedies of City; No Waiver by Delay. If an Event of Default remains uncured beyond the applicable cure period, if any, the City will have the right to institute any other actions or proceedings that it deems desirable for effectuating the purposes of this Article, including but not limited to the right to complete construction of the Public Improvements and collect and retain the Service Payments, to pay the costs of construction of the Public Improvements.

Any delay by the City in asserting its rights under this Agreement shall not operate as a waiver of those rights by the City or to deprive the City of or limit those rights in any way. It is the intention of the parties that the City shall not be constrained, so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches, or otherwise. The City may exercise any remedy at a time when it may still hope to resolve the problems created by an Event of Default. No waiver in fact made by the City with respect to any specific default by the Developer or the Owner under this Agreement may be considered or treated as a waiver of the rights of the City with respect to any other defaults by the other party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

Section 7.04 LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE; provided, however, that nothing contained in this paragraph shall limit Developer's liability for claims of third parties (whether for property damage or personal injury) arising out of the construction and installation of the Public Improvements.

Article VIII
Force Majeure

Except as otherwise provided, neither the City nor the Developer will be considered in default of its obligations under this Agreement, if a delay in performance is due to a Force Majeure Event, to the extent such delay materially affects the performance of such party. As used herein in "Force Majeure Event" means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and unavailability of labor or materials due to the occurrence of any of the foregoing events.

It is the intent of the parties that in the event of the occurrence of any Force Majeure Event, the time or times for performance shall be extended for the period of such Force Majeure Event. However, the parties seeking the benefit of the provisions of this Article VIII must within five (5) days after the beginning of the force majeure event, notify the other party in writing of the cause and, if possible at the time of notice, the expected duration of the delay caused by the force majeure event.

Article IX
Further Assurances; Full Disclosure; Good Faith and Fair Dealing

The City and the Developer agree to execute such other and further documents as may be necessary or required to consummate or more fully confirm the transactions contemplated hereby. No representation or warranty of any party contained herein contains any untrue statement of any material fact as of the time such representation or warranty is made and, to the knowledge of each party, no such representation or warranty omits or will omit to state a material fact necessary in order to make the representations and warranties contained herein or therein not misleading. From and after the date hereof, the City and the Developer agree to cooperate with one another in good faith, and to deal fairly with one another, so as to effect the consummation of the transactions contemplated hereby, and to resolve unforeseen conditions arising subsequent to the execution of this Agreement.

Article X
Temporary Easement for Construction/Dedication or Other Interest in Certain Public Improvements

Section 10.01 Temporary Easement for Construction and Demolition. Developer grants to the City and its construction agents, for the benefit of the City and its agents, a non-exclusive temporary easement upon, across, over, through and above, including light and air, over the Project Site, for the demolition, remediation, construction, re-construction, use, and operation of the Public Improvements.

Section 10.02 Dedication of Public Improvements. Developer hereby acknowledges and agrees that those Public Improvements within the public right-of-way or where otherwise required by the City, shall be dedicated to the City pursuant to Chapter 1228 of the City's Planning and Zoning Code, subject to the approval and acceptance of the City.

After completion of construction of those Public Improvements which are dedicated to the City, the City shall have the right to make modifications, alterations, replacements or additions to such Public Improvements, at the City's sole cost and expense.

Section 10.03 Permanent Easement for Access to Public Improvements. Developer hereby acknowledges and grants to the City and its construction agents, for the benefit of the City and its agents, a non-exclusive permanent easement upon, across, over, through and above, including light and air, over the Project Site, for access to, the use, and operation, of the Public Improvements within the public right-of-way, as well as those within Developer's privately-owned property, to be evidenced by a separate Easement Agreement or multiple agreements to be recorded in the records of the Cuyahoga County Fiscal Office, and which will further provide for repair and maintenance of those Public Improvements within Developer's privately-owned property exclusively by the Developer and at Developer's sole cost.

Article XI Miscellaneous

Section 11.01 Notices. Any notice or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a warranty or representation contained in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered by: (a) hand delivery; (b) express overnight delivery service; or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon: (i) receipt, if hand delivered; (ii) the next business day, if delivered by express overnight delivery service; or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to City:	City of Strongsville 16099 Foltz Parkway Strongsville, Ohio 44149 Attention: Mayor Thomas Perciak
With a Copy to:	City of Strongsville 16099 Foltz Parkway Strongsville, Ohio 44149 Attention: Law Director
If to Developer:	Cameron-Allie Development Group, LLC 13000 Darice Parkway Strongsville, Ohio 44149 Attn: Real Estate Department

With a Copy to: Walter Haverfield LLP
1301 E. Ninth Street, Suite 3500
Cleveland, Ohio 44114
Attn: Nick Catanzarite, Esq.

Each party may designate, by written notice, another person or address to whom any communication may be sent. Communications that are sent by messenger services shall be deemed sufficiently sent when delivered. Communications that are sent by overnight delivery service shall be deemed sufficiently sent on the first business day after the date on which such communications are delivered to such overnight delivery service. Communications that are mailed by United States certified or registered mail shall be deemed sufficiently sent on the third business day after the date on which such communications are deposited in the United States mail.

Section 11.02 Supplemental Forms. The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

- Equal Opportunity Requirements
- Declaration and Representation (O.R.C. §9.24)
- Certification and Representation (O.R.C. §3517.13, as amended)

Section 11.03 Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreements with any other entity.

Section 11.04 No City Expenditures. Nothing contained in this Agreement shall be construed to require the City to expend municipal funds in connection the performance of this Agreement.

Section 11.05 Non-Discrimination. Developer agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, or disability.

Section 11.06 Non-Waiver. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

Section 11.07 Paragraph Headings. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any matter to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

Section 11.08 Legal Relationship of Parties. It is expressly understood and agreed that during the term of this Agreement, Developer shall be engaged solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Developer's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Developer. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Developer, its officers, employees, agents, contractors or representatives; and Developer shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

Section 11.09 No Partnership. Nothing contained herein shall make, or be deemed to make, the City and Developer a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

Section 11.10 Compliance with Certain State Laws. Developer is in compliance with and shall abide by the reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

Section 11.11 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 11.12 Binding Effect and Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Developer respectively and their respective partners, successors, permitted assigns and legal representatives.

Section 11.13 Assignments and Transfers. During the development and construction of the Improvements, the Developer shall not make any assignments or transfers of the Developer's interest in the Project Site or this Agreement, without the prior written consent of the City, in accordance with procedures required by law; provided, however, no prior consent shall be required for Developer's transfer of the Mitchell's Parcel.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State of Ohio. All disputes arising under this Agreement shall be litigated in the Cuyahoga County Court of Common Pleas or the Federal Court for the Northern District of Ohio and the parties consent to submit themselves to the jurisdiction and venue of that court.

Section 11.15 Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, it shall not affect any other provision of this Agreement.

Section 11.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

Section 11.17 Amendments. This Agreement shall not be amended, supplemented or modified except by an instrument in writing executed by the City and the Developer and authorized by City Council when required by law.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK.]

[SIGNATURE PAGES IMMEDIATELY TO FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

“City”

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

“Developer”

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,
an Ohio limited liability company

By: Francis Development LLC,
its Manager

By: _____
Mike Catanzarite, Manager

CERTIFICATION OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ___ day of _____, 2015.

Kenneth A. Kraus, Law Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT SITE

PPN: 396-10-003
396-10-004
396-10-005
396-10-011
396-10-001
396-10-002
396-10-016

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

\

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

Parcel 2:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Westwood Commons

Mitchells Parcel PPN 396-10-016

DGB 4359-1

July, 2015

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records, and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.79 feet; North 01 degree 30 minutes 01 second East, 0.30 feet; and a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.59 feet; North 01 degree 30 minutes 01 second East, 0.52 feet;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2" iron pin found at an angle point, therein;

Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

Westwood Commons

~~Mitchells Parcel~~ PPN 396-10-016

DGB 4359-1

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING
7778 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 842-1138
FAX • (216) 842-1132

P.P.N. 396-10-002
DGB 4359-1

July, 2015

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with



DONALD G. BOHNING & ASSOCIATES, INC.

CIVIL ENGINEERING & SURVEYING

7979 HUB PARKWAY • VALLEY VIEW, OHIO 44125 • (216) 642-1130
FAX • (216) 642-1132

P.P.N. 396-10-002
DGB 4359-1

the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

M:\ndcadd\p\4359-s3\Documents\Legal Description\legal description PPN 396-10-002.doc





DATE	REASON

ACCEPTANCES
 CAMERON-ALLE DEVELOPMENT GROUP, LLC
 HAS REVIEWED THIS MAP AND APPROVES THE INFORMATION CONTAINED HEREIN AND ACCEPTS THE CITY'S REVIEW AND APPROVAL OF THIS MAP.
 CAMERON-ALLE DEVELOPMENT GROUP, LLC

ACKNOWLEDGMENT
 STATE OF MISSISSIPPI
 COUNTY OF CAMERON
 BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.
 My commission expires _____ DAY OF _____, 20____.

NOTARY PUBLIC

 NOTARY PUBLIC

PLANNING COMMISSION SECRETARY

 PLANNING COMMISSION CHAIRMAN

CITY CLERK

APPROVALS
 THE CITY ENGINEER HAS REVIEWED THIS MAP AND APPROVES THE INFORMATION CONTAINED HEREIN AND ACCEPTS THE CITY'S REVIEW AND APPROVAL OF THIS MAP.

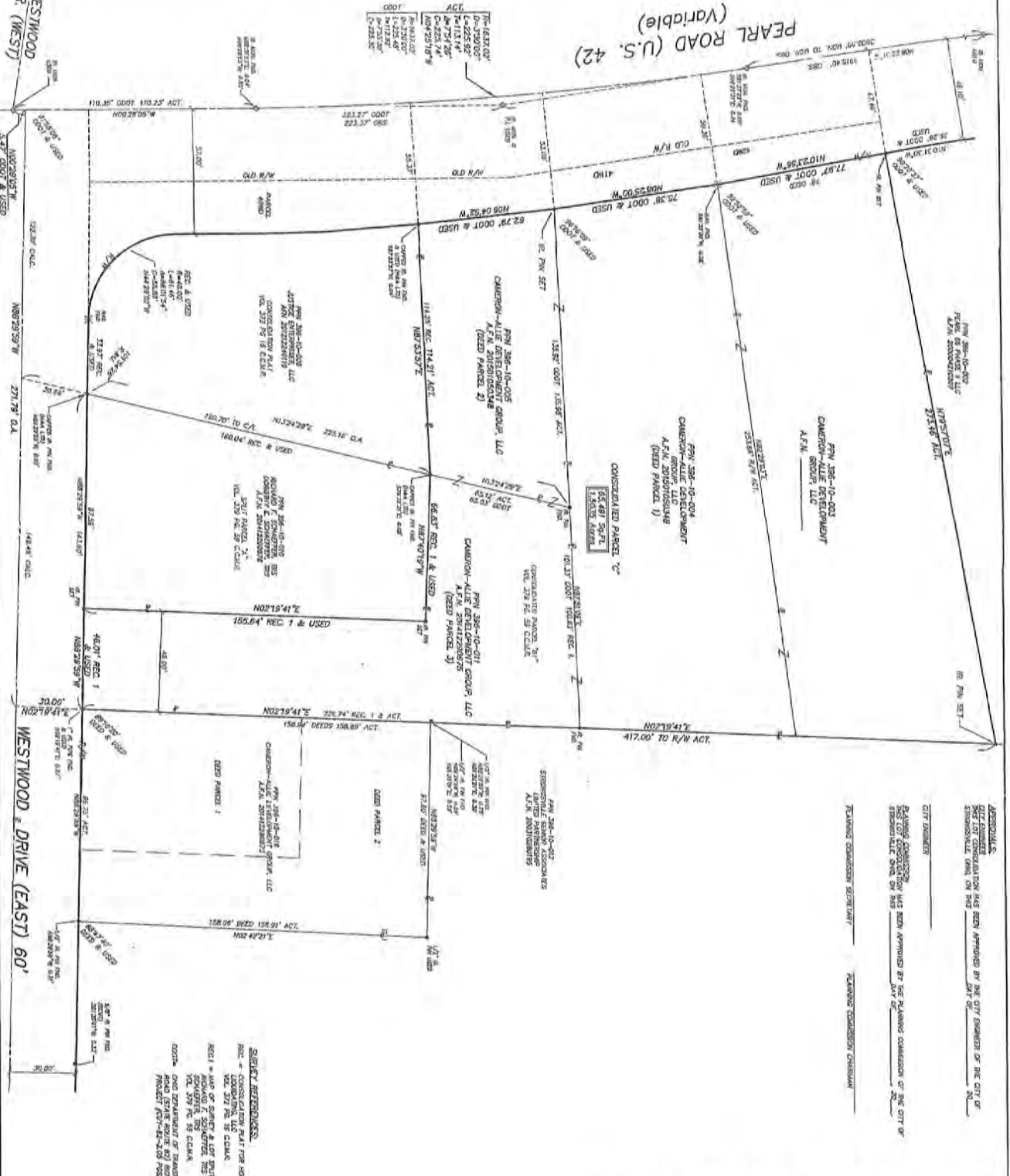
PLANNING COMMISSION SECRETARY

 PLANNING COMMISSION CHAIRMAN

CITY CLERK

APPROVALS
 THE CITY ENGINEER HAS REVIEWED THIS MAP AND APPROVES THE INFORMATION CONTAINED HEREIN AND ACCEPTS THE CITY'S REVIEW AND APPROVAL OF THIS MAP.

APPROVALS
 THE CITY ENGINEER HAS REVIEWED THIS MAP AND APPROVES THE INFORMATION CONTAINED HEREIN AND ACCEPTS THE CITY'S REVIEW AND APPROVAL OF THIS MAP.



NOTICE:
 THIS MAP IS SUBJECT TO THE REVISIONS AND AMENDMENTS THAT MAY BE MADE BY THE CITY ENGINEER AND THE PLANNING COMMISSION OF THE CITY OF CAMERON, MISSISSIPPI, AND TO THE REVISIONS AND AMENDMENTS THAT MAY BE MADE BY THE STATE ENGINEER AND THE PLANNING COMMISSION OF THE STATE OF MISSISSIPPI.

MAP OF SURVEY & LOT CONSOLIDATION MADE FOR AND AT THE INSTANCE OF CAMERON-ALLE DEVELOPMENT GROUP, LLC

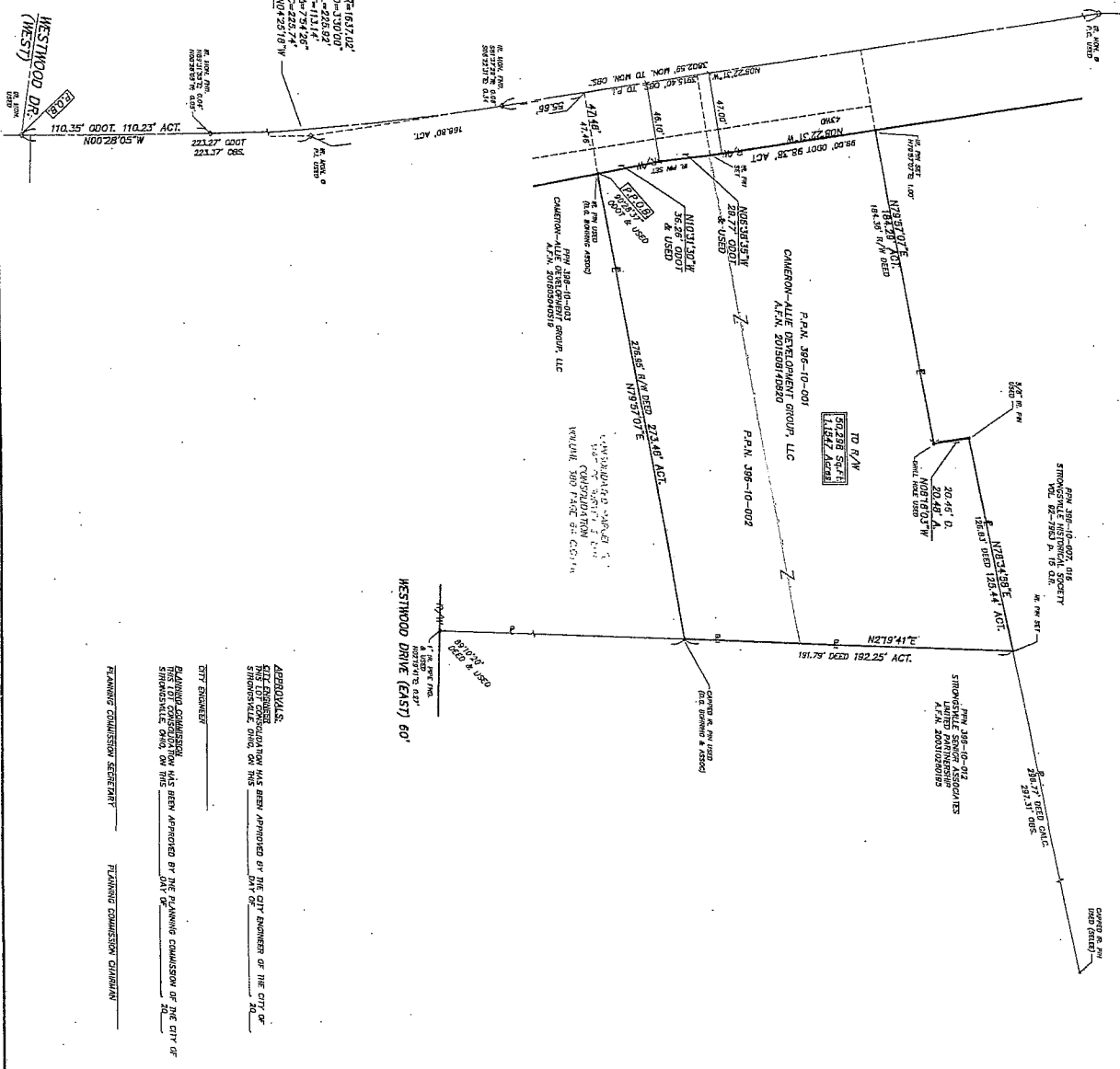
NOTE:
 THIS MAP IS SUBJECT TO THE REVISIONS AND AMENDMENTS THAT MAY BE MADE BY THE CITY ENGINEER AND THE PLANNING COMMISSION OF THE CITY OF CAMERON, MISSISSIPPI, AND TO THE REVISIONS AND AMENDMENTS THAT MAY BE MADE BY THE STATE ENGINEER AND THE PLANNING COMMISSION OF THE STATE OF MISSISSIPPI.

APPROVED:

 DONALD A. BISHOP & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 4539-16
 4539-32

PROGRESS DRIVE

PEARL ROAD (U.S. 42)
(Variable)



APPROXIMATE
THIS LOT CONSOLIDATION HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF
STIMMSVILLE, OHIO, ON THIS _____ DAY OF _____ 2015.

CITY ENGINEER _____

PLANNING COMMISSION SECRETARY _____

PLANNING COMMISSION CHAIRMAN _____

SUBJECT REFERENCES:
00201- ORDINANCE OF TRANSFORMATION
APPROVED BY THE CITY OF STIMMSVILLE
PROCKET #2015-205 PAGES 31, 38
LOT CONSOLIDATION VOL. 380 PG. 64 C.S.A. 14

**MAP OF SURVEY & LOT CONSOLIDATION
MADE FOR AND AT THE INSTANCE OF
CAMERON-ALLIE DEVELOPMENT GROUP, LLC.**

BEING PART OF ORIGINAL STIMMSVILLE
NOW IN THE CITY OF STIMMSVILLE,
COLUMBIA COUNTY, OHIO.

DESIGNERS ARE GIVEN IN FEED AND RECORD PLANS HEREBY
CONSENT TO THE CITY OF STIMMSVILLE, OHIO, TO USE ALL OF WHICH IS
FOR THE PURPOSES OF THE CITY OF STIMMSVILLE, OHIO, AND THAT THE
DESIGNERS AND RECORD PLANS HEREBY CONSENT TO THE CITY OF STIMMSVILLE,
COLUMBIA COUNTY, OHIO.

DANIEL G. BOHANNON & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING
1000 N. STATE ST. SUITE 100
COLUMBIA, OHIO 43081-1114
TEL: 614-393-1114
FAX: 614-393-1114
M.D. M.A. SEPT. 2015
KAS953-1-C 4359-C1

NOTARY PUBLIC
I, _____ DO HEREBY CERTIFY THAT
I AM A NOTARY PUBLIC IN THE STATE OF OHIO.
I HAVE BEEN COMMISSIONED BY THE OHIO
NOTARY PUBLIC COMMISSION ON _____
DAY OF _____ 2015.
MY COMMISSION EXPIRES
ON _____

ACKNOWLEDGEMENT
I, _____ STATE OF OHIO DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF OHIO. I HAVE BEEN COMMISSIONED BY THE OHIO NOTARY PUBLIC COMMISSION ON _____ DAY OF _____ 2015. MY COMMISSION EXPIRES ON _____

ACCEPTANCES:
HE THE UNDERSIGNED:
CAMERON-ALLIE DEVELOPMENT GROUP, LLC
OWNER OF THE LAND SHOWN HEREBY AS MOTORS PERMITS PLOT NUMBERS
00201- ORDINANCE OF TRANSFORMATION APPROVED BY THE CITY OF STIMMSVILLE,
OHIO, AND THAT THE STATE WAS MADE AT OUR REQUEST.
CAMERON-ALLIE DEVELOPMENT GROUP, LLC

PRINT NAME _____
PRINT TITLE _____

VICINITY MAP

DATE _____ REVISIONS _____ BY _____

EXHIBIT A-2

DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.

EXHIBIT B-1

DEVELOPER'S IMPROVEMENTS ON ~~MITCHELL'S PROPERTIES~~ PPN 396-10-016

DEMOLITION

Seller-Developer will demolish and remove all existing improvements, including but not limited to all structures, building foundations, encroachments, asphalt, concrete, curbs, utilities, signs, trees/shrubs and underground storage tanks, if any.

UTILITIES

Seller-Developer will deliver the site with utilities AS-IS, per the survey prepared by Donald Bohning & Associates dated October 2014.

WELL

Seller-Developer will cap any existing well(s) at the Property per **Buyer's-Developer's or Successor's** engineer's specifications.

CRITICAL DRIVEWAY

Seller-Developer shall complete construction of the Critical Driveway and the Parking and Access Easement pursuant to the terms of ~~the Agreement and the Declaration~~ (i) **Any agreement for sale and purchase by Developer of PPN 396-10-016, and (ii) The applicable Reciprocal Easement and Restrictive Covenant Agreement to be entered into by and among Developer, third-party Buyer, and Richard F. Schaeffer, as Trustee.**

EARTHWORK

Seller-Developer will complete the following:

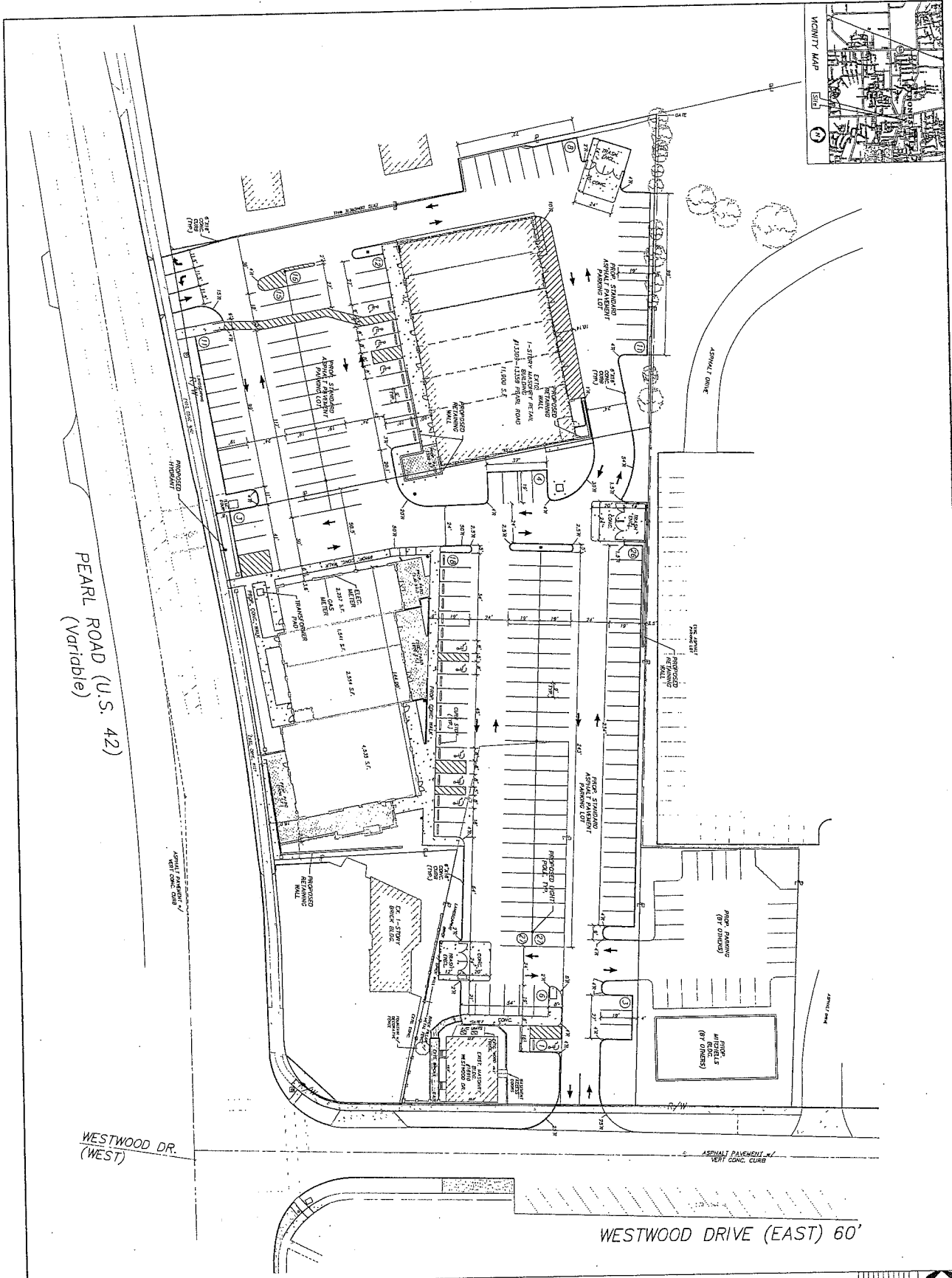
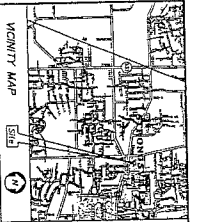
- Any fill on the Property shall be compacted to a minimum of 100% of the maximum dry soil density as defined by ASTM 1557. Soil reports and compaction testing shall be certified and signed by a licensed civil/geotechnical engineer prior to pad acceptance by Buyer.
- Final grade shall be to 1.0 foot (+/- 0.1 foot) below the finished elevations as defined by Buyer's approved grading plan. This must be certified by a licensed civil engineer prior to pad acceptance by Buyer.
- Any undocumented fill on Buyer's leased space shall be removed and recompacted to minimum standards as defined by Buyer's soils report.
- Fill material shall be acceptable soil free of rock or gravel greater than 2" in any dimension. Backfill or fill locations shall be placed in 8" layers in loose depth for heavy equipment or 4" in loose depth for material compacted by hand-operated tampers.
- Soils must comply with ASTM D4829 and those soils with a UBC Expansion Index greater than 15 within the upper 2 feet of pad subgrade (soil grade) shall be removed and

replaced with non-expansive material. Imported non-expansive fill should consist of a well graded, slightly cohesive, fine silty sand or sandy silt soil, with relatively impervious characteristics when compacted. This material should typically possess the following characteristics:

Percent Passing No. 200 Sieve	20 to 50
Plasticity Index	10 maximum
ASTM D4829 Expansion Index	15 maximum

- On-site soil will comply with ASTM D4829 and have a UBC Expansion Index between 15 and 50 may be utilized below 2 feet of soil grade.
- **Seller-Developer** shall provide path of travel for pedestrian from street-side sidewalk to **Mitchell's-Buyer's** pad. Location to be determined with Buyer's Architect/Civil Engineer or **Seller's-Developer's** Architect/Civil Engineer.
- All certifications to be provided by **Seller-Developer**.

PERMEABLE PAVERS - Upon Buyer's request, **Seller-Developer** agrees to work with Buyer to modify the foregoing "earthwork" specifications to accommodate permeable pavers; provided, however, that it is understood and agreed that Buyer shall be responsible for any increase in the cost of the "earthwork" resulting from such modifications.



PEARL ROAD (U.S. 42)
(Variable)

WESTWOOD DR.
(WEST)

WESTWOOD DRIVE (EAST) 60'

1/1	DATE	BY
	11/11/2015	ASB
	11/11/2015	ASB
	11/11/2015	ASB
	11/11/2015	ASB

DONALD G. BONING & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 1715 W. PARKWAY, SUITE 200, COLUMBUS, OHIO 43261
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SITE PLAN
WESTWOOD COMMONS
CITY OF STRONGSVILLE
CUYAHOGA COUNTY, OHIO



PUBLIC INFRASTRUCTURE IMPROVEMENTS

TIF Funding Estimates

Westwood Commons I and II
As of October 2, 2015

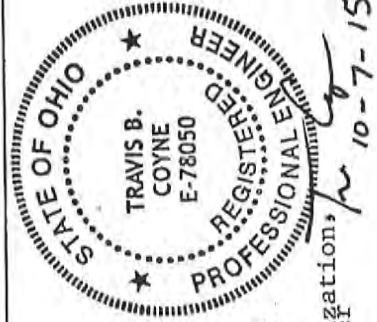
Category	Description	Quantity	Unit	Unit Price	Amount	Total	Notes	
"Demolition and Environmental Remediation"	Phase 1 Study	2	Es	1,785.00	\$ 3,570.00	\$ 3,570.00		
	Soil Testing	1	Es	3,560.00	\$ 3,560.00	\$ 3,560.00		
	Remove Existing Structures (backfill jobs basements)	1	Es	40,000.00	\$ 40,000.00	\$ 40,000.00		
	Asbestos Abatement	1	Es	15,000.00	\$ 15,000.00	\$ 15,000.00	Storm Detention Systems	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$ 40,000.00	\$ 40,000.00	375 LF of 78" 16 Gage	
	Site Clearing	97574	SF	0.28	\$ 27,320.83	\$ 27,320.83	770 LF of 60" 16 Gage	
	Tree Clearing	1	Es	15,000.00	\$ 15,000.00	\$ 15,000.00	10 - 30" Risers	
	Erosion Control	2	Acres	8200.00	\$ 16,400.00	\$ 16,400.00	5 - 78" Elbows	
	Mass Excavation Cuts and Fills	4000	CY	44.00	\$ 176,000.00	\$ 176,000.00	11 - 78" Tees	
	Strip and Stockpile Topsoil	903	CY	12.00	\$ 10,836.00	\$ 10,836.00	6 - 78" Bulkheads	
Subtotal	Disposition of Excess Material Off-Site	903	CY	12.00	\$ 10,836.00	\$ 10,836.00	1 - 78" Weir Bulkhead	
						\$ 358,522.83	2 - 60" Elbows	
							1 - 60" Bulkhead	
"water and sewer lines"	Abandon Existing Water Connections	4		2000.00	\$ 8,000.00	\$ 8,000.00	7 - 60" Tees	
	Relocate Existing Utilities- CEI Poles	1		30,000.00	\$ 30,000.00	\$ 30,000.00	1 - 60" Stub	
	Hydrants	5		5,000.00	\$ 5,000.00	\$ 5,000.00	1 - 60" Bulkhead	
	Storm Water Retention	1		208,000.00	\$ 208,000.00	\$ 208,000.00	Underdrains	
	Storm Sewer System Drainage	1200	LF	120.00	\$ 144,000.00	\$ 144,000.00	1500 l.f.	
	Underdrains	1500	LF	22.00	\$ 33,000.00	\$ 33,000.00	Asphalt	
	Catch Basins, Inlets, Etc.	19	EACH	1600.00	\$ 30,400.00	\$ 30,400.00	Heavy duty paving 33,700 square feet	
	Subtotal					\$ 458,400.00	Install 6" # 304 aggregate base	
	public roads and right of ways / easements	Parking Lot Pole Lighting	5		6800.00	\$ 34,000.00	\$ 34,000.00	Install 3 1/2" # 301 asphalt base
		Asphalt / Concrete	1		310,850.00	\$ 310,850.00	\$ 310,850.00	Install 1 1/2" # 448 asphalt surface course
Subtotal						\$ 344,850.00	Standard duty paving 12,020 square feet	
Overall Total						\$ 1,161,772.83	Install 6" # 304 aggregate base	
							Concrete	
							(3) Dumpster enclosures, including footings, apron and slab	
							(2) Retaining walls, along Westwood Commons II	
							1500 l.f. site perimeter curbs	

ORC 5709.40: "Public Infrastructure Improvements" includes, but is not limited to, public roads and highways; water and sewer lines; environmental remediation; demolition, including demo on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects including such projects on private property when determined to be necessary for public health, safety and welfare; the provision of gas, electric, and communication service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes.

TIF Funding Estimate prepared by IRG Realty Advisors, LLC was based on site improvement plans designed by Donald G. Bohning Associates, Inc. dated September 10, 2015. This estimate has been reviewed by Donald G. Bohning Associates, Inc. and certifies that it fits the project scope.

Travis Coyne, P.E.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.



10-7-15

EXHIBIT C

EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

Westwood Commons I and II

As of July 13, 2015

TIF Funding Estimates

Category	Description	Quantity	Unit	Unit Price	Amount	Total	Notes
—“Demolition and Environmental Remediation”	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill pads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Aeres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	

	903	CY	8.40	\$7,585.20	\$7,585.20
Disposal of Excess Material Off-Site					
Subtotal					\$-183,046.95
"water and sewer lines"					
"stormwater and flood					
remediation					
projects necessary for					
econ. dev."					
Abandon Existing Water Connections	4		2000.00	\$8,000.00	\$8,000.00
Relocate Existing Utilities - CEI Poles	1		30000.00	\$30,000.00	\$30,000.00
Hydrants	1		5000.00	\$5,000.00	\$5,000.00
	1		175000.0	\$175,000.00	\$175,000.00
Storm Water Retention			0	\$0.00	\$0.00
Storm Sewer System Drainage	550	LF	16.45	\$9,047.50	\$9,047.50
Underdrains	1		10000.00	\$10,000.00	\$10,000.00
Catch Basins, Inlets, Etc.	8	EACH	986.00	\$7,888.00	\$7,888.00
Bury overhead power lines					
Subtotal					\$244,935.50
public roads and right-of					
ways /					
easements					
Concrete Walks	12400	SF	7.50	\$93,000.00	\$93,000.00
			130000.0	\$130,000.00	\$130,000.00
Landscaping / Fencing	1	LS	0	\$0.00	\$0.00
Lighting and Poles	8	EACH	3943.00	\$31,281.13	\$31,281.13
Asphalt / Concrete					
Subtotal					\$250,000
Overall Total					\$-504,281.13
					\$-932,263.58

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.

EXHIBIT D
CONSTRUCTION AGENCY AGREEMENT

CONSTRUCTION AGENCY AGREEMENT

by and between

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,

as the Construction Agent

and

THE CITY OF STRONGSVILLE, OHIO

Dated

as of

_____, 2015

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CONSTRUCTION AGENCY AGREEMENT

This CONSTRUCTION AGENCY AGREEMENT, made effective as of _____, 2015 (the "Agreement"), by and between Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Construction Agent"), and the CITY OF STRONGSVILLE, OHIO, a municipal corporation and political subdivision in and of the State of Ohio (the "City"):

RECITALS:

A. The City and the Construction Agent, as Developer, have executed and delivered a Project Development Agreement, dated as of _____, 2015 (as the same may be amended from time to time, the "Development Agreement"), has agreed to the development of the Project on the Project Site and to cause the construction of the Public Improvements and the Construction Agent, as Developer, has agreed to construct the Public Improvements as agent for the City.

B. Pursuant to Ordinance No. _____, passed by the Council of the City on _____, 2015, the City has passed a TIF Ordinance for the purpose of using the Service Payments (as defined in the "Development Agreement") to pay the costs of constructing the Public Improvements.

C. In order to provide for the construction of the Public Improvements, the City and the Construction Agent, acting as an independent contractor with and agent of the City for such purpose, have determined to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and in order to induce the City to provide for the Service Payments to pay the costs of construction of the Public Improvements and in order to induce the Developer to undertake the construction of the Public Improvements and Developer Improvements on the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Construction Agent and the City covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Use of Defined Terms.

Each capitalized word or term used as a defined term in this Agreement but not otherwise defined herein shall have the meaning assigned to it in the Development Agreement, unless the context or use indicates another or different meaning or intent. Those definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein.

Section 1.2 Definitions.

As used herein:

"*Allowable Costs*" means all amounts paid or payable by the Construction Agent within the categories encompassed by the line items of the Project Budget pursuant to this Agreement, the Approved Construction Documents and any other agreements relating to the Project Site and the Public Improvements which have been approved by the Developer and shall also include, in any event, whether or not included in the foregoing, all "Hard Costs" and all "Soft Costs" and all

costs of designing, constructing, permitting, equipping and completing the Public Improvements, including without limitation, all other costs of construction, interest, taxes, if any, insurance, fees for architects, engineers, lawyers, accountants and consultants and other related expenses.

"Approved Construction Documents" shall have the meaning assigned to that term in Section 3.6.

"Authorized Construction Agent Representative" means the person at the time designated on behalf of the Construction Agent by written certificate furnished to the City, containing the specimen signature of such person and signed on behalf of the Construction Agent by its Manager. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Construction Agent Representative.

"Authorized Official" means the person at the time designated on behalf of the City by written certificate furnished to the Construction Agent, containing the specimen signature of such person and signed on behalf of the City by the Mayor. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as the Authorized Official.

"Business Day" means any day other than (i) a Saturday or Sunday or a day on which banking institutions in Cleveland, Ohio are authorized by law or executive order to close or (ii) a day on which the New York Stock Exchange is closed.

"City Review & Approval Bodies" means, collectively, but not limited to the City's Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments.

"Claims" means liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, settlements, utility charges, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses) of any kind and nature whatsoever.

"Completion" shall have the meaning assigned to that term in the Development Agreement.

"Completion Date" shall have the meaning assigned to that term in the Development Agreement.

"Condemnation" means any condemnation, requisition, confiscation, seizure or other taking or sale of the use, occupancy or title to the Project Site, the Project or any part thereof in, by or on account of any actual eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain, or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have "occurred" on the earliest of the dates that use, occupancy or title is taken.

"Construction Contract" shall have the meaning ascribed to that term in the Development Agreement.

"Construction Event of Default" means the occurrence of an event described in Section 7.1 hereof.

“Construction Event of Loss” means an event of damage or casualty occurring during the Construction Period with respect to all or part of the Project that is determined to be a Construction Event of Loss pursuant to Section 5.1 hereof.

“Construction Event of Taking” means a Condemnation occurring during the Construction Period and determined to be a Construction Event of Taking pursuant to Section 5.2 hereof.

“Construction Force Majeure Event” means any cause, circumstance or event occurring during the Construction Period that is not reasonably within the control of the Construction Agent or its agents employees, contractors, subcontractors and material suppliers, to the extent that such delay materially affects the performance of the Construction Agent. As used herein *“Construction Force Majeure Event”* means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and unavailability of labor or materials for the foregoing reasons. An event or occurrence that arises or results from an intentional, wrongful or grossly negligent action or failure to act by the Construction Agent, its agents, employees, contractors, subcontractors and material suppliers during the Construction Period shall not be a Construction Force Majeure Event.

“Construction Loss Proceeds” means any proceeds or recoveries from third parties (excluding personal property, business interruption (so long as an Event of Default shall not have occurred and be continuing), fixtures (other than those fixtures constituting a part of the Project), extra expense, expediting and loss adjustment expense claim proceeds) reasonably expected by the Construction Agent to be available during the Construction Period on account of any Construction Event of Loss or Construction Event of Taking, whether pursuant to any insurance, award or other Claim for damage or relief against a third party or otherwise.

“Construction Management Agreement” means the Construction Management Agreement by and between Developer and Construction Manager.

“Construction Manager” means that construction manager selected pursuant to Section 5 of the City’s Charter, being the lowest and best bidder, any applicable City ordinances and any applicable requirements under State law, and any permitted successors and assigns.

“Construction Period” means the period beginning on the date on which the construction of the Project commences and ending on the Final Completion Date.

“Developer Improvements” means the mixed-use buildings, structures and improvements as further described in the Development Agreement.

“Event of Default” shall have the meaning assigned to that term in Section 7.1 hereof.

“Final Completion Certificate” shall have the meaning assigned to that term in Section 4.4 hereof.

“*Final Completion Date*” shall mean the date on which the City shall have approved the Final Completion Certificate with respect to the Public Improvements in accordance with Section 4.4 hereof.

“*Governmental Authority*” means any federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or any court, administrative tribunal, or public utility.

“*Latest Completion Date*” means January 1, 2017, or such later date as may be agreed to by the City if the time for completion of the Public Improvements shall be extended.

“*Material Delay*” means any event or condition (or related series of events or conditions) that causes or results in a delay (or total stoppage) in the progress of the construction of the Public Improvements of such duration that the construction of the Public Improvements cannot reasonably be completed within the Project Budget on or before the Latest Completion Date.

“*Notice of Commencement*” means the Notice of Commencement described in subsection 2.4(d) hereof.

“*Operative Documents*” means this Agreement, the Development Agreement, the Plans and Specifications, the Construction Contract, and the other Approved Construction Documents.

“*Permitted Encumbrances*” shall mean the encumbrances and title exceptions listed in Exhibit D attached hereto.

“*Person*” or words importing person mean firms, associations, partnerships (including without limitation, general and limited partnerships), societies, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“*Plans and Specifications*” means the plans, specification and construction drawings of the Public Improvements provided for in the Development Agreement and in Section 3.5 of this Agreement.

“*Project*” means, collectively, the Developer Improvements and the Public Improvements and all related demolition, construction and completion work.

“*Project Budget*” means the written budget, the form of which is attached hereto as Exhibit A setting forth the Allowable Costs for the construction of the Public Improvements, prepared in cost breakdown form, certified as to accuracy by the Construction Agent and delivered by the Construction Agent to the City and approved by the City, with such changes and modifications from time to time as are approved in accordance with Section 3.7 hereof.

“*Project Site*” shall have the meaning assigned to that term in the Development Agreement.

“*Proposed Schedule of Work*” means the schedule for the completion of the Public Improvements.

“*Public Improvements*” means the Public Improvements described in Exhibit C to the Development Agreement, including site improvements, demolition and site work, and all other

improvements and fixtures, all as more specifically described in the Plans and Specifications, including any substitutions or modifications therefor.

“Termination Documents” means instruments and documents in form reasonably satisfactory to the Construction Agent and the City that (i) evidence the termination of this Agreement and (ii) transfer to the City any and all rights with respect to all Claims to, and all proceeds of, casualty insurance, with respect to the Public Improvements.

“Termination Event” means the occurrence of any of the events described as a Termination Event in Section 6.1 hereof.

“Termination Notice” means a written notice delivered by the City under Section 6.3 hereof after the occurrence of a Termination Event (including a Construction Event of Default), declaring a termination of the Development Agreement and this Agreement.

“Termination Payment” means the payment to be made by the Construction Agent upon the delivery of a Termination Notice in accordance with Section 6.1 hereof to pay any outstanding costs to complete the construction of the Public Improvements.

“Work” means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Approved Construction Documents with respect to the Public Improvements.

Section 1.3 Interpretation.

Any reference herein to the City or to any member or officer of either includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code or to any statute of the United States of America or to a section or provision of the Charter of the City or the Codified Ordinances of the City, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; *provided that*, no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way a limitation, restriction or impairment of the rights or obligations of the City or the Construction Agent under this Agreement or any other Operative Document.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of execution and delivery of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Reference to a numbered or lettered Article, Exhibit, Section or subsection means that Article, Exhibit, Section or subsection of or to this Agreement, unless the context indicates a different meaning or intent.

Section 1.4 Captions and Headings.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II
APPOINTMENT OF THE CONSTRUCTION AGENT

Section 2.1 Appointment. Subject to the terms and conditions hereof, the City hereby designates and appoints the Construction Agent as its exclusive agent in connection with the construction of the Public Improvements on the Project Site in accordance with the Plans and Specifications and pursuant to the terms of this Agreement and the other Operative Documents. Unless otherwise directed by the City, the Construction Agent shall have sole possession of the Project Site during the Construction Period and shall exercise exclusive control thereover, all for the purposes of performing its obligations hereunder for the within limited and defined purposes.

Section 2.2 Acceptance and Undertaking. The Construction Agent hereby unconditionally accepts the appointment provided for herein as an independent contractor with and agent of the City and undertakes, for the benefit of the City, to act as the City's agent for the purpose of the construction of the Public Improvements during the Construction Period in accordance with the Plans and Specifications and pursuant to the terms of this Agreement and the other Operative Documents.

Section 2.3 Term. The Construction Agent's duties under this Agreement shall commence on the Effective Date and terminate upon the earliest to occur of (i) Final Completion Date or (ii) termination of the Construction Agent's authority pursuant to Section 7.3 hereof.

Section 2.4 Scope of Authority and Duties of Construction Agent.

(a) Subject to the terms of this Agreement, the City hereby expressly authorizes the Construction Agent, or any agent or contractor of the Construction Agent, and the Construction Agent unconditionally agrees, for the benefit of and as the agent of the City, to take all action necessary or desirable for the construction, in a good and workmanlike manner, of the Public Improvements in the name of the City and on its behalf and as its agent pursuant to and in accordance with the Plans and Specifications and the other Operative Documents, and for the performance and satisfaction of any and all of the Construction Agent's or of the City's obligations under any Construction Contract and to fulfill all of the obligations of the Construction Agent hereunder and under the other Operative Documents, including without limitation:

(i) subject to review by the City Review & Approval Bodies, all design and supervisory functions relating to the construction and improvement of the Public Improvements and performance of all architectural and engineering work related thereto;

(ii) after the execution of this Agreement, conducting the public bidding for the contractors and subcontractors for the construction of the Public Improvements and for materials to be supplied in connection with the Public Improvements and selecting, in accordance with the City's public bidding procedures, the contractors and subcontractors for the construction of the Public Improvements and the providers of materials for the Public Improvements;

(iii) negotiation and performance of the obligations of the City under all contracts and arrangements for construction of the Public Improvements on such terms and conditions as are commercially customary and reasonable in light of local industry standards and practices;

(iv) obtaining all necessary permits, licenses, consents, approvals, entitlements and other authorizations required under applicable laws (including without limitation Environmental Laws), from each Governmental Authority in connection with the construction of the Public Improvements in accordance with the Plans and Specifications, and all of the foregoing required for the use and operation of the Public Improvements by the City;

(v) maintaining all books and records with respect to the construction of the Public Improvements and, to the extent required herein, their operation and management; and

(vi) performance of all other acts necessary in connection with the construction of the Public Improvements in accordance with the Plans and Specifications.

(b) Subject to the terms and conditions of this Agreement and the other Operative Documents, during the Construction Period, the Construction Agent shall have sole management and control over, and responsibility for, the Project Site and construction of the Public Improvements, the testing, means, methods, sequences and procedures with respect thereto, and the security of the Project Site and the Public Improvements.

(c) The Construction Agent expressly acknowledges and agrees that the Construction Agent shall require that all wages paid to laborers and mechanics employed in connection with the construction of the Public Improvements shall be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work called for by the Public Improvements, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates. To the extent required by law, the Construction Agent shall comply, and shall require compliance by all contractors or subcontractors working on the Project, with all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code and Section 210.11 of the City's Codified Ordinances. In furtherance thereof, the Construction Agent shall be responsible for (i) obtaining from the Ohio Department of Commerce, Wage and Hour Division, its determination of the prevailing rates of wages to be paid for all classes of work called for by the Public Improvements, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.032, Ohio Revised Code, and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code. At such time as the City requests, the Construction Agent shall be required to provide the City with evidence, reasonably satisfactory to the City, that there has been compliance with the foregoing requirements. The Construction Agent agrees that it shall

require that representatives of the City have access to each contractor's personnel and all documents pertaining to the Public Improvements and that such representatives shall have access to the Public Improvements, in each case to the extent as may be necessary to monitor and review compliance with this subsection, but that the City shall not be liable for any failure to comply with this subsection. The Construction Agent shall cooperate fully with representatives of the City in carrying out such tasks.

(d) The Construction Agent shall obtain and pay for any and all permits and bonds required to be obtained before commencement of the Work and for all other permits, governmental fees, sales taxes and use taxes, if any, licenses and inspections necessary for the proper execution and completion of the Work as and when the same are required to be obtained.?] A Notice of Commencement in proper form as provided in Section 1311.252 of the Ohio Revised Code shall be prepared and filed by the Construction Agent on behalf of the City in the Cuyahoga Fiscal Officer's office after the Effective Date and prior to the commencement of the Work.

Section 2.5 Delegation of Duties.

The Construction Agent may execute any of its duties under this Agreement by or through agents, contractors, employees or attorneys-in-fact; including, but not limited to the Construction Manager, provided, *however, that*, no such delegation shall limit or reduce in any way the Construction Agent's duties and obligations under this Agreement.

ARTICLE III CONSTRUCTION AGENCY

Section 3.1 General.

The Construction Agent shall undertake to cause the construction of the Public Improvements in accordance with the provisions of this Agreement and, subject to the provisions hereof, shall pay all amounts required to construct the Public Improvements in accordance with the Plans and Specifications and the Project Budget. Pursuant to Article IV, the Construction Agent shall pay for Allowable Costs and shall be reimbursed for the same from the Service Payments in accordance with Section 4.3 hereof. The City shall not be liable to the Construction Agent for failure or delay in any aspect of the performance of the Work.

Section 3.2 Reports.

No later than the 20th day of each month after the Effective Date and prior to the later of (i) the date upon which the Construction Agent shall deliver (a) evidence satisfactory to the City that Completion of the Project has occurred or (ii) the Final Completion Date, the Construction Agent shall provide a written report to the City setting forth in reasonable detail (x) all expenditures made or incurred on account of Allowable Costs for the Public Improvements, (y) the total Allowable Costs as of the last day of the previous month, and (z) a construction status report, to include a written description of all material changes to the Work by the Construction Agent. Additionally, the Construction Agent shall provide to the City such additional reports and information as the City may reasonably request from time to time relating to the transactions contemplated hereby. The Construction Agent shall also certify to the City the aggregate total of all Allowable Costs incurred through the Final Completion Date within one hundred eighty (180) days after the Final Completion Date.

Section 3.3 Additional Reports.

(a) On or before the 20th day of each month following the commencement of construction, the Construction Agent shall submit the following documents to the City:

(i) Any certificates, documents and instruments required by this Construction Agency Agreement or the Development Agreement in forms and not previously submitted, reasonably satisfactory to the City and its attorneys;

(ii) Properly completed required State of Ohio Prevailing Wage documents including, certified payroll forms to document each week of the construction of the Public Improvements. If no work is performed during a particular week, the certified payroll form shall so indicate, but in any event a form for each week shall be filed with the City; and

(iii) Certification from the Construction Agent that all such installation has been satisfactorily completed in accordance with the Plans and Specifications and such lien waivers, title policy endorsements affidavits and statements as the City may reasonably request.

Section 3.4 Final Completion Certificate.

The Public Improvements shall be deemed completed when the Construction Agent shall have provided to the City, and the City shall have approved, a certificate (the "Final Completion Certificate") prepared and signed by the Authorized Construction Agent Representative, which certificate (i) shall describe all items of personal property, if any, constructed or otherwise improved with respect to such Public Improvements, (ii) stating the total costs of constructing of the Public Improvements, and (iii) stating:

(a) the date of completion of construction of such Public Improvements and that all other facilities necessary for the proper functioning of such Public Improvements have been constructed, including all punch-list items;

(b) that the construction of such Public Improvements has been completed in accordance with the Plans and Specifications, and that all costs then due and payable in connection therewith have been paid, and all obligations, costs and expenses in connection with such Public Improvements have been paid or discharged as evidenced by appropriate lien waivers;

(c) that all other facilities necessary for the proper functioning of such Public Improvements have been provided and all costs and expenses incurred in connection with such facilities have been paid or discharged, including all punch-list items and associated retainages;

(d) that the construction of such Public Improvements and any other facilities described in clause (B) has been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental and other regulations of each Governmental Authority having jurisdiction over such Public Improvements;

(e) that all licenses and approvals for the use and operation of such Public Improvements then required by any Governmental Authority have been obtained; and

(f) that the construction of such Public Improvements has been accomplished in a manner that permits the City, after dedication to the City and granting of a permanent non-exclusive easement, to use and operate such Public Improvements for the applicable public purposes pursuant to the Development Agreement.

Section 3.5 Recovery on Contractor Warranties.

So long as no Event of Default has occurred and is continuing, the Construction Agent shall, with respect to the Public Improvements, at its cost in the name and on behalf of the City, negotiate, accept and prosecute any claim for damages, compensation or other recoveries due from any contractors or subcontractors based on a breach of contract or breach of warranty (whether express or implied) and shall transfer any proceeds received on account of such collection efforts, net of any costs incurred by the Construction Agent in prosecuting such claim, to the City for use in accordance with the Development Agreement. If an Event of Default has occurred and is continuing, the City is hereby expressly and irrevocably authorized, but not required, to exercise every right, option, power or authority which the Construction Agent has against any contractor or subcontractor and the City shall cause any such proceeds, net of any costs incurred by the City in prosecuting any claim or exercising any right, to be used in accordance with the Development Agreement. The Construction Agent shall be entitled to reimbursement for any costs incurred by it in negotiating, accepting and prosecuting such claims, but such reimbursement shall be made solely from any proceeds recovered pursuant to this Section 3.5.

Section 3.6 Approved Construction Documents.

The Plans and Specifications and Project Budget have been developed to the extent necessary to commence construction of the Public Improvements. The Construction Contract, Project Budget and Proposed Schedule of Work will be developed and completed by the Construction Agent prior to the commencement of construction, and upon their completion will be approved by the City. Upon the City's approval of such documents, no further material changes shall be made except in accordance with Section 3.7 hereof. Said documents, as approved by the City, together with amendments or additions thereto, together with the Plans and Specifications, are called the "Approved Construction Documents".

Section 3.7 Limits on Change in Construction Manager.

No change shall be made by the Construction Agent in the identity of the Construction Manager if (i) such replacement Construction Manager is not generally known as a financially responsible and reputable contractor or construction manager within northeastern Ohio, or (ii) any such change would result in any material changes to the terms of the Construction Contract or Construction Management Agreement and such changes will or would reasonably be expected to (A) materially alter the nature of the Public Improvements, or (B) result in a reduction of the value, utility or marketability of the Developer Improvements or the Public Improvements in any material respect or (C) impose any liability for the City to any third parties. No change in the Construction Manager shall be made without the advance written consent of the City.

Section 3.8 Limits on Change in Approved Construction Documents or Cost Budget.

(a) Changes To Plans and Specifications; Equipment; Contracts. No subsequent amendment to, or change in, any one or more of the Plans and Specifications, the Project Budget, the Construction Contract, the Construction Management Agreement, or Approved Construction Documents shall be made by the Construction Agent without prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that no such prior written consent is required for any change or amendment that: (i) together with all other changes submitted concurrently therewith does not increase the costs of the Public Improvements by more than \$35,000.00 or together with all changes in the aggregate, does not increase the cost by more than \$100,000.00; (ii) will not materially reduce the value of the Project; and, (iii) will not materially alter the character or use of the Project.

(b) Changes To Work Schedule. The Construction Agent may change the Proposed Schedule of Work upon notification to the City; provided, however no such change may be made without the City's prior written consent if the effect of the change, in the reasonable opinion of the City, is reasonably likely to jeopardize the final completion of the Public Improvements on or before the Latest Completion Date hereof, provided, that the City's consent does not obligate it to provide funds.

ARTICLE IV
CONSTRUCTION OBLIGATIONS AND COVENANTS

Section 4.1 Covenants of the Construction Agent.

During the Construction Period (and, where indicated, thereafter), the Construction Agent shall:

(a) cause the construction of the Public Improvements within the boundaries of the Project Site and cause such construction to be prosecuted in a good and workmanlike manner, and substantially in accordance with (i) the Project Budget; (ii) the Approved Construction Contracts, and (iii) the schedule for construction of the Public Improvements included as Exhibit B to the Development Agreement, (iv) reasonable industry practices and (v) all applicable laws;

(b) use its best efforts to cause construction of the Public Improvements to be completed and the Final Completion Date to occur on or before the Latest Completion Date;

(c) use its best efforts to cause all material outstanding punch list items with respect to the construction of the Public Improvements to be completed on or prior to the Latest Completion Date;

(d) at all times, (i) pay, or cause to be paid, all assessments, charges and taxes, if any, payable in connection with construction of the Public Improvements to be paid as and when due, whether claim shall be made for payment thereof during or after the Construction

Period, subject to the right of the Construction Agent to contest, in good faith, any such assessment change or tax so long as, by nonpayment of any such items, neither the Public Improvements nor any property of the City shall be subject to imminent loss or forfeiture, and in the contest of which, the City hereby agrees to cooperate, at the cost and expense of the Construction Agent, (ii) not permit liens (other than Permitted Encumbrances or those in favor of the City) to be filed or maintained respecting the Public Improvements, provided that mechanics' liens may be bonded and contested as provided herein, and (iii) on a monthly basis, deliver to the City true, correct and complete progress reports as required by Section 3.3 hereof regarding the construction of the Public Improvements and adequacy of funding for the Public Improvements in relationship to the then current Project Budget;

(e) cause title to the Public Improvements to be and remain, during the Construction Period and on the Completion Date, free from and clear of all liens, claims, and encumbrances, except for (i) those created by or arising under the Operative Documents, (ii) real estate taxes and assessments that are a lien but not yet due and payable, (iii) liens or claims for materials supplied or labor or services performed in connection with the construction of the Public Improvements that are bonded-off or otherwise removed in accordance with applicable laws within 90 days of the filing of such lien and in any event prior to the commencement of an action to foreclose on such lien, (iv) any Permitted Encumbrances, and (v) any other liens or exceptions that are approved in writing by the City or that the City causes to be created;

(f) make available for inspection at the Construction Agent's office by a duly authorized representative of the City during normal business hours, any of the Construction Agent's books and records insofar as they relate solely to the Public Improvements at such times as reasonably requested by the City when requested to do so;

(g) allow the City and its agents, at all times (i) during normal business hours, the right of entry and free access to the Project Site to inspect all work done, labor performed and materials furnished with respect to the Public Improvements in and about the Project Site, and (ii) to require to be replaced or otherwise corrected (at the Construction Agent's sole cost, or that of its contractors, subcontractors or material suppliers if the need for replacement or correction is the result of the breach of duty by or the intentional, wrongful or negligent act or failure to act of any such Person, its agents or employees), any material or work that materially fails to comply with the respective Plans and Specifications therefore, provided that the City shall provide 15 days' notice of its election to exercise such right and reasonable opportunity for the Construction Agent to cure such failure of compliance, and (iii) to prevent any Person other than the City and its agents, employees, licensees and invitees, or a contractor or a subcontractor or agents, employees or invitees of the Construction Agent, from entering upon the Project Site;

(h) during the Construction Period, obtain, or cause each contractor to obtain and maintain, on behalf of the City and submit to it for its review, evidence of the insurance coverages described on Exhibit B. All insurance policies shall name the Construction Agent as a named insured and the City as an additional insured and shall, unless otherwise agreed by the City in writing, be issued by carriers with a Best's Insurance Reports policyholder's rating, to the extent commercially reasonable, of "A" (but in any event, not less than "A-") financial size

category of "X" or better. The Construction Agent shall deliver to the City prior to the Effective Date, copies of all such policies, together with endorsements and original certificates therefor. Copies of all renewal policies (including endorsements) and original certificates therefor shall be deposited with the City as evidence of such insurance. All policies shall contain provisions for thirty (30) days' written notice to the City prior to expiration or cancellation. Each insurer under any policies shall be required to waive any defenses the insurer may have to payment as a consequence of acts or omissions of any party;

(i) in the event of any damage to or destruction of the Public Improvements, or any part thereof, during the Construction Period, to the extent that insurance proceeds, are not sufficient to cover the full cost of any repair, rebuilding or restoration due to deductible and co-insurance amounts under insurance policies maintained by the Construction Agent, the Construction Agent shall provide funding, to pay the cost of repair, rebuilding or restoration;

(j) notify the City in writing within three (3) days of the occurrence of any default or Event of Default hereunder as to which the Construction Agent has knowledge;

(k) not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry in violation of applicable laws, and ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status, or ancestry as required by Applicable Law, and incorporate the requirements of this paragraph in all of the respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and require all contractors for any part of the work involved in the provision of the Project to incorporate such requirements in all subcontracts for such work; and

(l) obtain on a timely basis all utility connections and permits when needed as required by the Plans and Specifications and all utility services for water, gas, electric, telephone, sewer and storm drainage and sanitary waste disposal so that such utility services shall be available to an extent adequate to serve the Public Improvements.

Section 4.2 Construction Force Majeure Event.

(a) The Construction Agent shall give the City prompt written notice of the occurrence of any Construction Force Majeure Event with respect to the Public Improvements that has caused, or is reasonably likely to cause a Material Delay. Upon the occurrence of a Construction Force Majeure Event, unless and until a Termination Notice shall be delivered pursuant to the provisions of Article VI, the Construction Agent shall use its good faith efforts to complete the construction of the Public Improvements, or cause the construction of the Public Improvements to be completed, in such manner as to cause the Final Completion Date to occur on or before the Latest Completion Date and within the Project Budget.

(b) Following an occurrence that constitutes a Construction Force Majeure Event, the Construction Agent shall prepare, as promptly as practicable, a written estimate of

any resulting or reasonably expected Material Delay, and shall deliver such estimate to the City. If a Construction Force Majeure Event should cause a Material Delay, the Latest Completion Date shall be extended for such additional period of time as may be reasonably necessary to cure such Construction Force Majeure Event and to permit expeditious completion of the construction of the Public Improvements, but in any event for a period ending not later than December 1, 2017, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. If the extent of any Material Delay will not prevent completion of construction of the Public Improvements on or prior to the Latest Completion Date (as extended), the Construction Agent shall proceed to cause the construction of the Public Improvements to be completed and the completion conditions to be satisfied as expeditiously as possible in a commercially reasonable manner under the circumstances pursuant to Article II and the other Operative Documents.

Section 4.3 Certain Warranties and Representations.

The Construction Agent warrants and represents to the City as follows:

(a) Organization and Power. The Construction Agent (a) is an Ohio limited liability company, duly organized, validly existing and in full force and effect under the laws of its jurisdiction of organization; and (b) has all power, authority and legal right to carry on its business as now conducted, to execute, deliver and perform its obligations under this Agreement and all other Operative Documents to which it is a party.

(b) Litigation. Except as disclosed to the City, there is no action, suit or proceeding pending, or to the best of the Construction Agent's knowledge, threatened, against or affecting the Construction Agent at law or in equity before any court, or by or before any federal, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality or arbitrator which, if adversely decided, could have a material adverse effect on the business, assets or financial condition of the Construction Agent or its right to enter into this Agreement or the other Operative Documents to which it is a party or the validity or effectiveness hereof.

(c) No Defaults. No Default or Event of Default by the Construction Agent has occurred and is continuing under this Agreement, the Indenture, the other Operative Documents or any other agreement or document contemplated thereunder to which it is a party.

(d) Insurance. All insurance required by this Agreement or the Development Agreement to be obtained by the Construction Agent is in effect and all premiums now due and payable in respect of such insurance have been paid.

(e) Construction Documents and Other Agreements. True and complete copies of the Plans and Specifications, the Construction Contract, and all other agreements relating to the Public Improvements have been delivered to the City, and there have been no alterations, modifications, amendments or changes of any nature whatsoever to any one or more of the foregoing since the respective dates of delivery thereof to the City except as expressly

permitted hereunder (including but not limited to Section 3.7(a) hereof). True and complete copies of all such alterations, modifications and amendments have been furnished to the City.

(f) Project Budget. The Project Budget as of the date hereof sets forth and presents a full and complete representation by the Construction Agent of all costs, expenses and fees which the Construction Agent reasonably expects to pay to complete the Public Improvements on or before the Final Completion Date.

Section 4.4 Correction of Work. The Construction Agent warrants to the City that all materials shall be of good quality used to construct the Public Improvements and all Work shall be of first-class, good and workmanlike quality, in conformance with the requirements of the Plans and Specifications in all material respects and as set forth in this Agreement and free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of two years after delivery of the Final Completion Certificate for the Public Improvements. The Construction Agent shall, at its sole cost and expense, (i) promptly correct or cause to be corrected, all of the Work not in material conformance with the Plans and Specifications and this Agreement, (ii) correct, or cause to be corrected, any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) and (iii) replace, repair or restore, or cause replacement, repairs or restoration of, any parts of the Work or any of the fixtures, equipment or other items placed therein that are injured or damaged as a consequence of corrective action taken pursuant hereto. The Construction Agent shall remove, in a manner which at all times complies with all applicable Environmental Laws, from the Project Site all portions of the Work which are defective or nonconforming and which have not been corrected under this Section unless removal is waived by City in writing. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation of the Construction Agent under this Agreement. Should the Construction Agent fail to make or cause to be made, corrections required by this Section, the City may do so at the sole expense of the Construction Agent. The obligations of the Construction Agent hereunder shall survive the termination of this Agreement.

ARTICLE V CASUALTY, CONDEMNATION AND ENVIRONMENTAL EVENTS

Section 5.1 Construction Event of Loss or Casualty.

(a) The Construction Agent shall give the City written notice of the occurrence of any casualty during the Construction Period promptly following the occurrence thereof. As promptly as practicable, the Construction Agent shall prepare an estimate of the cost of restoring, rebuilding and repairing the related damage and shall deliver such estimate to the City, or shall provide to the City a notice that such event shall constitute a Construction Event of Loss under Section 6.1, and pay to the City the Termination Payment.

(b) If a casualty shall occur with respect to the Public Improvements during the Construction Period, the Construction Agent shall apply the insurance proceeds so advanced to pay for the cost of rebuilding, restoring and repairing the resulting damage. Thereafter, the

Construction Agent shall apply the proceeds to complete the construction of the Public Improvements and use good faith efforts to cause the construction of the Public Improvements to be completed prior to the Latest Completion Date.

Section 5.2 Construction Event of Taking or Condemnation.

(a) The Construction Agent shall give the City written notice of the occurrence of any Condemnation of all or any material part of the Public Improvements during the Construction Period promptly following the occurrence thereof together with a written estimate of the schedule and cost of restoring the Public Improvements and shall deliver such estimate to the City. If a Condemnation of all or any part of the Public Improvements occurs during the Construction Period that, in the good faith judgment of the City, after consultation with the Construction Agent, (i) renders impossible or impractical the restoration of the remaining portion of the Public Improvements as a unit adequate for the intended use of the Public Improvements or (ii) will cause a Material Delay such that the construction of the Public Improvements cannot reasonably be completed before the Latest Completion Date (any such event being called a "Construction Event of Taking"), the Construction Agent shall (x) use its best efforts to eliminate the Material Delay or (y) declare that the Condemnation constitutes a Construction Event of Taking under Section 6.1 and deliver to the City the Termination Payment.

(b) If a Condemnation occurs with respect to any part of the Public Improvements during the Construction Period, the proceeds of the resulting award may be paid directly to the Construction Agent, who shall receive the same in trust for application to the costs of the restoration, rebuilding and repairing of the Public Improvements. The Construction Agent shall apply the proceeds of the award so advanced to pay for the cost of rebuilding, restoring and repairing the resulting damage, but the Construction Agent shall not be obligated to fund or pay for any portion of the costs of such restoration, rebuilding or repairing except to the extent of Construction Loss Proceeds except to the further extent that the Construction Agent shall be obligated as the result of the intentional, wrongful or negligent acts or failures to act of itself, its agents, employees, contractors, subcontractors or material suppliers or shall otherwise elect.

Section 5.3 Hazardous Materials.

(a) If, in the course of the construction of the Public Improvements the Construction Agent discovers Hazardous Materials or underground storage tanks that are not included in the Work pursuant to the Plans and Specifications, and which are not maintained in accordance with all applicable Environmental Laws, the Construction Agent shall notify the City promptly and, if directed by the City, or if commercially reasonable under the circumstances, shall stop and cause all contractors and subcontractors to stop the Work. If stopped, such Work shall be commenced only after consultation with and consent of the City. All Hazardous Materials that may be discovered shall be maintained, removed, transported and disposed of by qualified contractors in accordance with all applicable state and federal Environmental Laws.

(b) The Construction Agent shall not permit a violation of any Environmental Laws to exist with respect to the Project Site. The Construction Agent shall not use or permit to be used all or any portion of the Project Site for the storage, treatment, use or disposal of any substance for which a license or permit is required by state, federal or local Environmental Laws and for which no such license or permit has been obtained. Without limitation express or implied, unless caused by the gross negligence or willful misconduct of the City or of any employee or agent of the City (other than the Construction Agent), the Construction Agent shall pay all sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Project Site under any Environmental Law, and the Construction Agent shall indemnify and save harmless City from any and all loss, claims, liabilities and expenses (including attorney's and expert fees) incurred or suffered by City by virtue of the provisions of any Environmental Law now or hereinafter in effect or by virtue of the failure of the Construction Agent to comply or cause compliance with any Environmental Law now or hereinafter in effect or by virtue of the failure of the Construction Agent to comply with any Environmental Law in connection with the presence of any Hazardous Materials on the Project Site in violation of such Environmental Laws.

ARTICLE VI TERMINATION

Section 6.1 Termination Events.

Each of the following events shall be a "Termination Event":

(a) The occurrence of a Construction Force Majeure Event constituting a Construction Event of Loss or a Construction Event of Taking;

(b) The occurrence of a Construction Force Majeure Event, other than a Construction Event of Loss or a Construction Event of Taking, as a result of which (A) the construction of the Public Improvements are not completed on or before the Latest Completion Date, as may be extended pursuant to the terms herein, or (B) the Construction Agent fails to comply with the provisions of subsection 4.1(a) for 30 days following written notice from the City; or

(c) The occurrence of a Construction Event of Default.

In the event there shall occur an event that constitutes a "Termination Event" under subsection 6.1(a) or 6.1(b) then the Construction Agent may; provided there shall be no event constituting a "Termination Event" under subsection 6.1(c) hereunder, deliver a Termination Notice to the City, together with the Termination Payment. In the event of the occurrence of an event that constitutes a "Termination Event" under subsection 6.1(c) then the City may in its discretion designate such event, in the Termination Notice, as a "Termination Event" and require the Construction Agent to make a Termination Payment. Following the giving of a Termination Notice and the payment by the Construction Agent of a Termination Payment, this Agreement

shall terminate on the dates specified in the first notice sent and the parties shall be governed by the following provisions of this Article VI.

Section 6.2 Terminations Resulting From Construction Event of Loss or Construction Event of Taking.

If a Termination Notice is delivered by Construction Agent pursuant to a Termination Event described in subsection 6.1(a) or (b) above, the notice shall provide that this Agreement shall terminate as of a date not fewer than 15 nor more than 90 days from the date of the notice, and on the date so specified this Agreement shall so terminate, and the City and the Construction Agent shall execute and deliver to each other sufficient counterparts of Termination Documents on or before the date of termination specified in such notice. Simultaneously, the Construction Agent shall immediately pay and deliver, or cause to be paid and delivered, to the City, all Construction Loss Proceeds or other recoveries with respect to any other Claims arising as the result of the related Construction Force Majeure Event previously received by either of them. Upon the execution of such Termination Documents and the payment to the City of such proceeds (if any), (a) the Construction Agent shall have no further rights or obligations in respect of the Public Improvements (except for rights and obligations that are expressly stated in the Operative Documents to survive termination of the Development Agreement or this Agreement), (b) any Construction Loss Proceeds shall be paid over to the City for application.

Section 6.3 Other Termination.

(a) If a Termination Notice is given by the City as the result of a Termination Event described in Section 6.1(c) above, the Termination Notice shall so state, and the Construction Agent shall within 15 days of receipt of such notice, pay to the City such Construction Loss Proceeds or other recoveries and such amount, shall be used, as a Termination Payment, to pay any other amounts payable to the City under the Development Agreement, and all reasonable costs of consultants, legal counsel and other professional services incurred by the City in effecting such a transaction, whereupon the rights and obligations of the Construction Agent hereunder shall terminate, except as otherwise provided herein.

(b) Concurrently with payment of the amount contemplated by subsection (a) of this Section, (i) the City and the Construction Agent shall execute and deliver to each other sufficient counterparts of Termination Documents, and (ii) the Construction Agent shall pay or cause all Construction Loss Proceeds received by it to be immediately delivered to the City. Thereafter, the Construction Loss Proceeds shall be applied as a Termination Payment to the payment amounts owed to the City to complete the construction of the Public Improvements under the Development Agreement and all reasonable costs of consultants, legal counsel and other professional services incurred by the City in effecting the redemption and termination.

**ARTICLE VII
EVENTS OF DEFAULT**

Section 7.1 Construction Events of Default.

If any one or more of the following events (each a "Construction Event of Default") shall occur:

(a) following the giving of a Termination Notice pursuant to any Termination Event, the Construction Agent shall fail to pay any amounts that become due as the result thereof, and such failure continues for five (5) Business Days;

(b) the Construction Agent shall commit or perform any act constituting fraud, misapplication of funds, intentionally illegal acts, or willful misconduct in connection with the performance of its obligations under this Agreement or any other Operative Document to which it is a party;

(c) the filing by Construction Agent of any petition for dissolution or liquidation of Construction Agent, or the commencement by the Construction Agent of a voluntary case under any applicable bankruptcy, insolvency or other similar law for the relief of debtors, foreign or domestic, now or hereafter in effect, or Construction Agent shall have consented to the entry of an order for relief in an involuntary case under any such law, or the appointment of or taking possession by a receiver, custodian or trustee (or other similar official) for the Construction Agent or any substantial part of its property, or a general assignment by the Construction Agent for the benefit of its creditors, or the Construction Agent shall have taken any corporate action in furtherance of any of the foregoing; or the filing against the Construction Agent of an involuntary petition in bankruptcy that results in an order for relief being entered or, notwithstanding that an order for relief has not been entered, the petition is not dismissed within ninety (90) days of the date of the filing of the petition, or the filing under any law relating to bankruptcy, insolvency or relief of debtors of any petition against the Construction Agent that either (i) results in a finding or adjudication of insolvency of the Construction Agent or (ii) is not dismissed within ninety (90) days of the date of the filing of such petition;

(d) The construction of the Public Improvements is not completed on or before the Latest Completion Date, as extended, or the Construction Agent fails to comply with the provisions of subsection 4.1(a) for 30 days following written notice from the City;

(e) the occurrence of any event designated as an "Event of Default" under the Development Agreement that remains uncured beyond any applicable cure period;

(f) the Construction Agent shall fail to maintain insurance as required by the provisions of subsection 4.1(h) and such failure continues for 10 days following written notice or the Construction Agent shall fail to perform as required by the provisions of subsection 4.1(k) and such failure continues for five (5) Business Days following written notice; or

(g) the Construction Agent shall breach in any material respect any of its representations or warranties under this Agreement or any other Operative Document to which it is a party or shall fail to observe or perform any material term, covenant or condition of this Agreement or any other Operative Document to which it is a party (other than as described in

subsections (a) through (f) of this Section 7.1); then, in any such event, the City may, in addition to the other rights and remedies provided for in this Agreement, terminate this Agreement in accordance with Section 6.3 and require the Construction Agent to make a Termination Payment in accordance with that Section; provided, in the case of a failure or breach described in subsections (e) or (h), such failure or breach, shall not constitute an Event of Default so long as the Construction Agent notifies the City within 30 days of its intention to cure such failure or breach. If such failure is other than payment of money and is of such a nature that it cannot be corrected within such 30 day period and the Construction Agent, (i) institutes curative action within such 30 day period, and (ii) diligently pursues such action to completion and cures such failure within a reasonable period, not to exceed 90 days, after such 30-day period then such failure or breach shall not constitute an Event of Default. The Construction Agent shall pay all reasonable costs and expenses incurred by or on behalf of the City, including without limitation reasonable fees and expenses of counsel, as a result of any Event of Default. The Construction Agent acknowledges that its obligations to make such payments shall be absolute and unconditional under any and all circumstances and shall be paid and performed, as the case may be, without notice or demand and without any abatement, reduction, diminution, set-off, defense, counterclaim or recoupment whatsoever is provided.

Section 7.2 Damages.

The termination of this Agreement pursuant to Section 7.1 shall in no event relieve the Construction Agent of its liability and obligations hereunder, all of which shall survive any such termination.

Section 7.3 Remedies; Remedies Cumulative.

(a) In addition to the right to terminate this Agreement, if an Event of Default shall have occurred and be continuing, the City shall have all other rights available at law, in equity or otherwise, including without limitation, the right to (i) remove and replace the Construction Agent or (ii) require the Construction Agent to complete, or cause to be completed, all or any part of the Public Improvements, and to hold the City harmless from any damages or additional costs arising from the Event of Default,

(b) No failure to exercise and no delay in exercising, on the part of either party to this Agreement, any right, remedy, power or privilege under this Agreement or under the other Operative Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 7.4 Costs of Enforcement.

If an action shall be brought by the City for the enforcement of any provision of this Agreement, the Construction Agent shall pay to the City all costs and other expenses that may become payable as a result thereof, including, without limitation, reasonable attorneys' fees and

expenses. If the City or any agent of the City shall be made a party defendant to any litigation commenced against the Construction Agent, the City or any such agent arising out of any of the transactions contemplated by the Agreement or the Operative Documents, the Construction Agent shall pay all costs and reasonable attorneys' fees and expenses incurred or paid by the City or its agents in connection with such litigation. The obligations of the Construction Agent under this Section shall survive the termination of this Agreement.

Section 7.5 Cure of the Construction Agent's Defaults.

The City, without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to), remedy any Event of Default for the account of and at the sole cost and expense of the Construction Agent after reasonable written notice to the Construction Agent with respect thereto and reasonable opportunity afforded to the Construction Agent to do and perform the same. All reasonable out-of-pocket costs and expenses so incurred (including without limitation fees and expenses of counsel), together with interest thereon shall be paid by the Construction Agent to the City within thirty (30) days after written demand therefor.

ARTICLE VIII

DISBURSEMENTS FROM WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING ("TIF") FUND

Section 8.1 Use of Amounts in the Westwood Commons Public Improvement Tax Increment Financing ("TIF") Fund.

The amounts deposited from time to time and held by the City in the Westwood Commons Public Improvement Tax Incremental Financing ("TIF") Fund (the "Westwood Fund"), established pursuant to the terms of the TIF Ordinance (as defined in the Development Agreement), shall be applied to pay Allowable Costs of constructing the Public Improvements permitted to be paid or reimbursed therefrom as provided in Section 2.02 of the Development Agreement. Construction Agent acknowledges that the funds in the Westwood Commons will not be available until (i) after completion of construction, and (ii) receipt of the Service Payments from the Cuyahoga County Fiscal Officer.

(a) Requests for disbursement from the Westwood Fund shall be made by the Construction Agent to the City using the form attached as Exhibit C hereto, signed by the Authorized Construction Agent Representative;

(b) Requests for disbursements shall only be submitted twice a year, during the months of June and December, commencing, June, 2017.

(c) Upon approval of a Disbursement Request, the City shall, within thirty (30) days thereafter, disburse the moneys being held in the Westwood Fund to the Construction Agent for the cost of Public Improvements as set forth in the Project Budget

Section 8.2 Disbursements.

The Construction Agent shall not have any right to receive disbursement from the Westwood Fund unless there is full compliance with all disbursement requirements under the Development Agreement and this Agreement. No disbursements shall be made while an Event of Default exists and is continuing under this Agreement or any of the other Operative Documents, unless otherwise agreed by the City. The City does not assume, and is hereby expressly released and discharged by the Construction Agent from, any and all liability or responsibility whatsoever that might or could arise out of the approval of disbursements from the Westwood Fund or as to the method, manner, or application of such disbursements in accordance with the Operative Documents, or as to any liens whatsoever that might attach to or be filed against the Project or the Public Improvements or the Westwood Fund other than as relate to the willful misconduct, grossly negligent acts, wrongful withholding of approval or material breach of obligations under the Operative Documents. The Construction Agent acknowledges that it has no right to funds in the Westwood Fund other than as arise under the Development Agreement.

ARTICLE IX MISCELLANEOUS

Section 9.1 Notices.

Any notice or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a warranty or representation contained in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered by: (a) hand delivery; (b) express overnight delivery service; or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon: (i) receipt, if hand delivered; (ii) the next business day, if delivered by express overnight delivery service; or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

To the Construction Agent: Cameron-Allie Development Group, LLC
13000 Darice Parkway
Strongsville, Ohio 44149
Attn: Real Estate Department With a Copy to:

With a copy to: Walter Haverfield LLP
1301 E. Ninth Street, Suite 3500
Cleveland, Ohio 44114
Attn: Nick Catanzarite, Esq.

If to City: City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor Thomas Perciak

With a Copy to:

City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

Section 9.2 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the City and the Construction Agent and their respective successors and the permitted assigns. The Construction Agent may not assign this Agreement or any of its rights or obligations hereunder in whole or in part to any Person without the prior written consent of the City and the concurrence of City Council.

Section 9.3 Governing Law.

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

Section 9.4 Amendments and Waivers.

This Agreement shall not be amended, supplemented or modified except by an instrument in writing executed by the City and the Construction Agent and authorized by City Council when required by law.

Section 9.5 Counterparts.

This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile transmission shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

Section 9.6 Severability.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.7 Headings and Table of Contents.

The headings and table of contents contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9.8 Indemnification.

To the fullest extent permitted by law, the Construction Agent shall indemnify, protect, defend, save and hold harmless the City and its officers, agents and employees (the "Indemnified Parties"), from and against, any and all claims, damages, losses or expenses that are asserted against or incurred by any of the Indemnified Parties, including but not limited to attorney fees, arising out of or resulting from (a) the actions or failures to act of the Construction Agent, or its agents, employees, contractors, subcontractors, or material suppliers while in possession or control of the Public Improvements, whether or not such actions or failures to act were negligent or reckless, or in any way related to the construction of the Public Improvements or the selection of contractors, subcontractors or material suppliers relating thereto; (b) the Construction Agent's failure or alleged failure to satisfactorily complete the Public Improvements, (c) fraud, misapplication of funds, illegal acts, or willful misconduct on the part of the Construction Agent or its agents, employees, contractors, subcontractors, or material suppliers, or (d) the bankruptcy or insolvency of the Construction Agent. It is expressly understood and agreed that the indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Operative Document. The provisions of Article V of the Development Agreement are incorporated herein by reference to the extent that such provisions describe the manner and extent of the indemnification provided for in this Section 9.8. Notwithstanding the foregoing, nothing stated herein shall obligate Construction Agent to assume liability for, indemnify, protect, defend, save or hold harmless the City from or against claims, damages, losses, or expenses that are attributable to the negligent acts or omissions, or the intentional misconduct of the City or the City's officers, agents, or employees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

“City”

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

CAMERON-ALLIE DEVELOPMENT GROUP, LLC,
an Ohio limited liability company

By: Francis Development LLC,
its Manager

By: _____
Mike Catanzarite, Manager

CERTIFICATION OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ___ day of _____, 2015.

Kenneth A. Kraus, Law Director

EXHIBIT A

PROJECT BUDGET

Pearl / Westwood Development Summary

Project Costs

Acquisition Costs - Westwood I	\$634,500
Hard Costs - Westwood I	\$2,161,313
Soft Costs - Westwood I	\$523,516
Acquisition Costs - Westwood II	\$850,000
Hard Costs - Westwood II	\$525,000
Soft Costs - Westwood II	\$225,000
Total Project Cost	\$4,919,329

Breakdown of Project Costs - Summary

Acquisition Costs	\$1,484,500
TIF Eligible Costs	\$932,263
Non-TIF Costs	\$2,502,566

EXHIBIT B

DISBURSEMENT REQUEST FORM

STATEMENT NO. _____ REQUESTING DISBURSEMENT OF FUNDS FROM THE WESTWOOD FUND PURSUANT TO SECTION 4.3. OF THE CONSTRUCTION AGENCY AGREEMENT, DATED AS OF [_____] , 2015 BETWEEN [_____] AND THE CITY OF STRONGSVILLE, OHIO.

Pursuant to Article III of the Construction Agency Agreement (the "Construction Agency Agreement"), dated as of [_____] , 2015, between the City and [_____] , as Construction Agent (the "Construction Agent"), as agent of the City, the undersigned Authorized Construction Agent Representative hereby requests and authorizes City as depository of the Westwood Fund defined in the Agreement, to pay to the Construction Agent out of the moneys deposited in the Westwood Fund the aggregate sum of \$_____ to pay such to reimburse the Construction Agent in full, as indicated in the Disbursement Schedule, for the advances, payments and expenditures made by it in connection with the construction of the Public Improvements.

[_____] ,
as Construction Agent

Authorized Construction Agent
Representative

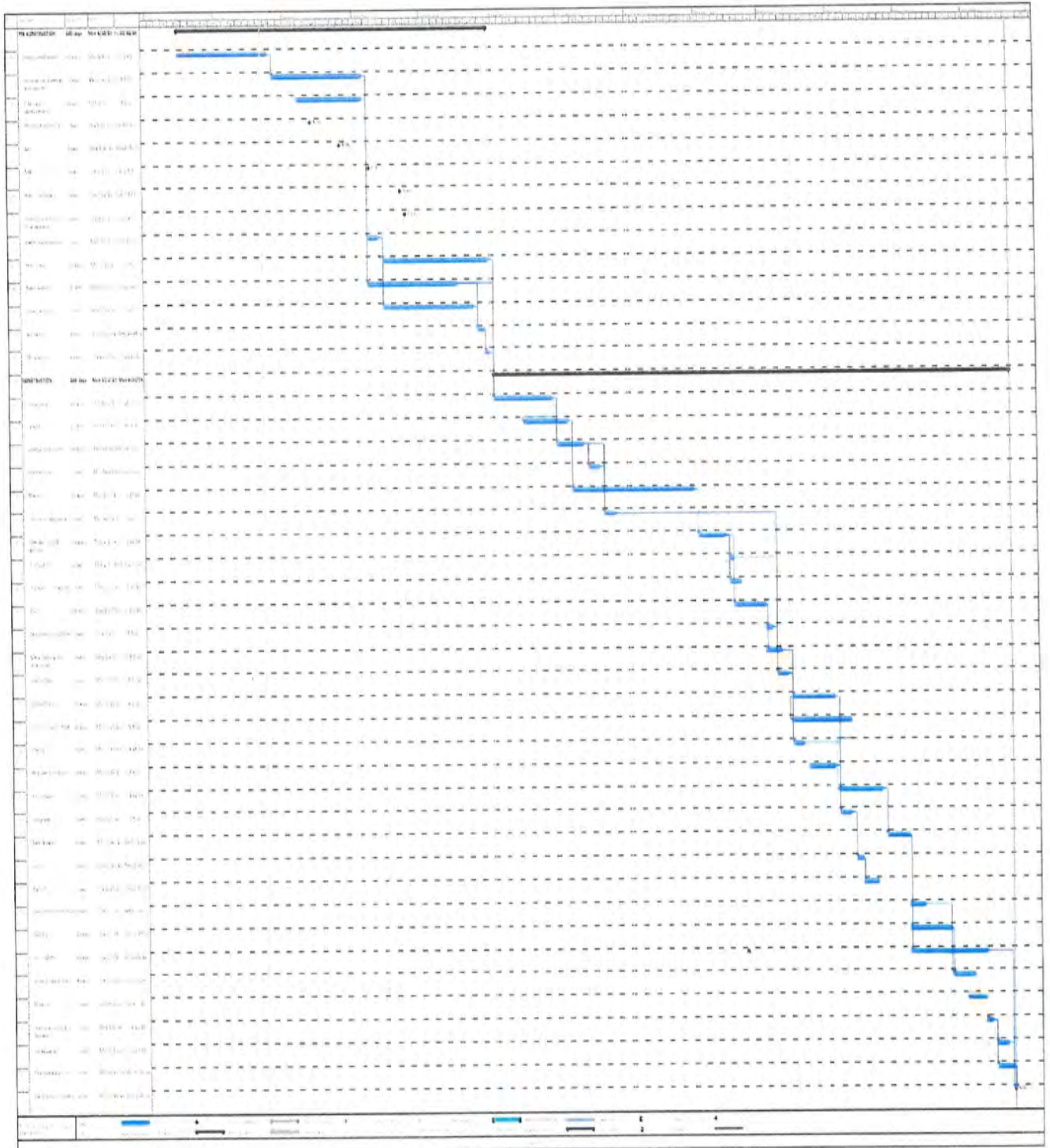
EXHIBIT C
INSURANCE REQUIREMENTS

As set forth in Section 1.09 of the Project Development Agreement by and between the City of Strongsville and Cameron-Allie Development Group, LLC.

EXHIBIT D
PERMITTED ENCUMBRANCES

EXHIBIT E

PROJECT SCHEDULE FOR IMPROVEMENTS



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015- 195

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING WESTWOOD COMMONS PUBLIC IMPROVEMENT TAX INCREMENT FINANCING (TIF) FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY, **AS AMENDED**.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment fund into which such service payments shall be deposited; and

WHEREAS, Cameron-Allie Development Group, LLC, an Ohio limited liability company (the "Developer"), has agreed to improve and redevelop (i) the property located at or around the northeast corner of the intersection of Pearl Road and Westwood Drive in the City of Strongsville, Ohio and known as Permanent Parcel Numbers 396-10-003, 396-10-004, 396-10-005, 396-10-011, and 396-10-016, ~~and 396-10-001~~ (collectively, the "Vacant Land"), in the records of the Cuyahoga County Fiscal Office, and (ii) the property known as Permanent Parcel Numbers **396-10-001** and 396-10-002 in the records of the Cuyahoga County Fiscal Office, which contains an existing building totaling approximately 12,500 square feet (the "Existing Building" and together with the Vacant Land, collectively, the "Project Site") and is more particularly described in the legal description attached hereto as Exhibit A. The Developer has agreed to improve the Project Site by (i) constructing an approximate 11,000 square foot retail shopping center on a portion of the Vacant Land, (ii) performing certain demolition, grading, and other related site work on permanent parcel number 396-10-016, and (iii) rehabilitating the Existing Building and performing site improvements to the parking areas of the Existing Building, all as further described on Exhibit B attached hereto (the "Project"); and

WHEREAS, in connection with the Project, this Council may cause construction of the necessary public infrastructure improvements which include demolition, relocation and installation of utilities and storm water retention, as well as certain streetscape, lighting and sidewalk improvements as further described in more detail on Exhibit C attached hereto (the "Public Infrastructure Improvements") to be made by Developer, that once made will directly benefit the Property, the City and its residents; and

WHEREAS, the Developer, shall pay for and cause the construction of the Public Infrastructure Improvements; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay certain expenses related to the Project and to reimburse the Developer for the costs of the construction of the Public Infrastructure Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Public Infrastructure Improvements described in Exhibit C hereto, if made or caused to be made by the City, are hereby designated as those Public Infrastructure Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents.

Section 2. That pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and the Polaris Joint Vocational School District in the amount of the taxes that would have been payable to both the Strongsville City School District and the Polaris Joint Vocational School District if the Improvements had not been exempted from taxation.

Section 3. That as provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvements are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the Municipal Public Improvement Tax Increment Financing Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and the Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and the Polaris Joint Vocational School District would each have received

from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. That this Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Westwood Commons Public Improvement Tax Increment Financing Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including expenses incurred by the City in connection with the Project (including the fees and expenses of special counsel to the City), and to reimburse the Developer or its successor or assign, for any monies used to pay costs of the Public Improvements, and
- (ii) after reimbursement to Developer for item (i) above, for the use by the City for other Public Infrastructure Improvements that benefit the Property.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. That pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to re-develop the town center of Strongsville and foster economic development and for the purpose of enhancing the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2015-195
PAGE 4

availability of adequate commercial retail space and parking, creating jobs and employment opportunities, improving the economic welfare of the people of the City and addressing property conditions and circumstances that preclude and inhibit environmentally sound and economic use or reuse of the Property; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____, 2015

Date Approved: _____, 2015

Attest: _____
Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

EXHIBIT A
THE PROPERTY

PPN: 396-10-003
PPN: 396-10-004
PPN: 396-10-005
PPN: 396-10-011
PPN: 396-10-001
PPN: 396-10-002
PPN: 396-10-016

Westwood Commons
Cameron-Allie Parcels
DGB 4359-1

July, 2015

Parcel 1:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records of part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive (East), 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the easterly line of Consolidated Parcel "B1" as shown by the recorded plat in Volume 379, Page 59 of Cuyahoga County Map Records, being also the easterly line of deed parcel 3 of land conveyed to Cameron-Allie Development Group, LLC by deed recorded as A.F.N. 201412290675 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 46.01 feet to an iron pin set at its intersection with the westerly line of said so conveyed;

Thence North 02 degrees 19 minutes 41 seconds East along said westerly line of Consolidated Parcel "B1", 155.64 feet to an iron pin set at its intersection with a southerly line of said Consolidated Parcel "B1";

Thence North 87 degrees 40 minutes 19 seconds West, 66.83 feet to the northeasterly corner of a parcel of land conveyed to Justice Enterprises, LLC by deed recorded as A.F.N. 201212240119 of Cuyahoga County Records, and from which point a capped iron pin found (H&A LTD) bears South 76 degrees 35 minutes 31 seconds East, 0.05 feet;

Thence North 87 degrees 53 minutes 57 seconds West along the northerly line of said land conveyed to Justice Enterprises, LLC, 114.21 feet to its intersection with the easterly line of

Pearl Road, variable width, and from which point a capped iron pin found (H&A LTD) bears South 87 degrees 53 minutes 57 seconds East, 0.04 feet;

Thence North 06 degrees 04 minutes 52 seconds West along the easterly line of Pearl Road, 62.79 feet to an iron pin set at its intersection with the northerly line of deed parcel 2 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 201501050348 of Cuyahoga County Records;

Thence North 08 degrees 25 minutes 00 seconds West along the easterly line of Pearl Road, 75.38 feet to its intersection with the northerly line of deed parcel 1 of land conveyed to Cameron-Allie Development Group, LLC, by deed recorded as A.F.N. 2015010348 of Cuyahoga County Records, and from which point a nail found bears South 81 degrees 35 minutes 00 seconds West, 0.08 feet;

Thence North 10 degrees 23 minutes 56 seconds West along the easterly line of Pearl Road, 77.97 feet to an iron pin set at its intersection with the southerly line of a parcel of land conveyed to Pearl 66 Phase II LLC by deed recorded as A.F.N. 200004210807 of Cuyahoga County Records;

Thence North 79 degrees 57 minutes 07 seconds East along said southerly line of land conveyed to Pearl 66 Phase II LLC, 273.46 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership and said easterly line of Consolidated Parcel "B1", 417.00 feet to the principal place of beginning and containing 65,491 square feet or 1.5035 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated January, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Parcel 2:

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 223.37 feet to an iron pin monument found at a point of intersection;

Thence North 8 degrees 22 minutes 31 seconds West along the centerline of Pearl Road, 168.80 feet to its intersection with the westerly prolongation of the northerly line of Consolidated Parcel "C" as shown by the recorded plat in Volume 380, Page 64 of Cuyahoga County Map Records;

Thence North 79 degrees 57 minutes 07 seconds East along the westerly prolongation of the northerly line of said Consolidated Parcel "C", 47.46 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the easterly line of Pearl Road and the principal place of beginning of the parcel herein described;

Thence North 10 degrees 31 minutes 30 seconds West along the easterly line of Pearl Road, 36.26 feet to an iron pin set at an angle point, therein;

Thence North 6 degrees 38 minutes 35 seconds West along the easterly line of Pearl Road, 29.77 feet to an iron pin set at an angle point, therein;

Thence North 8 degrees 22 minutes 31 seconds West along the easterly line of Pearl Road, 98.38 feet to its intersection with the southerly line of a parcel of land conveyed to Strongsville Historical Society by deed recorded in Volume 92-7963, Page 15 of the Official Records of Cuyahoga County, and from which point an iron pin set bears South 79 degrees 57 minutes 07 seconds West, 1.00 feet;

Thence North 79 degrees 57 minutes 07 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 184.29 feet to a drill hole found at an angle point, therein;

Thence North 8 degrees 18 minutes 03 seconds West along the southerly line of said land conveyed to Strongsville Historical Society, 20.48 feet to an iron pin found at an angle point, therein;

Thence North 78 degrees 34 minutes 58 seconds East along the southerly line of said land conveyed to Strongsville Historical Society, 125.44 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records;

Thence South 02 degrees 19 minutes 41 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 192.25 feet to an iron pin found (D.G. Bohning Assoc.) at its intersection with the northerly line of said Consolidated Parcel "C";

Thence South 79 degrees 57 minutes 07 seconds West along the northerly line of said Consolidated Parcel "C", 273.46 feet to the principal place of beginning and containing 50,298 square feet or 1.1547 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated July, 2015.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

Westwood Commons

Mitchells Parcel PPN 396-10-016

DGB 4359-1

July, 2015

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 55, and bounded and described as follows:

Beginning at an iron pin monument found in the centerline of Pearl Road (U.S. 42), variable width, at its intersection with the centerline of Westwood Drive (West);

Thence North 00 degrees 28 minutes 05 seconds West along the centerline of Pearl Road, 5.47 feet to its intersection with the centerline of Westwood Drive, 60 feet wide;

Thence South 88 degrees 29 minutes 59 seconds East along the centerline of Westwood Drive (East), 271.79 feet to its intersection with the southerly prolongation of the westerly line of a parcel of land conveyed to Cameron-Allie Development Group, LLC by deed recorded s A.F.N. 201412290657 of Cuyahoga County Records;

Thence North 02 degrees 19 minutes 41 seconds East, 30.00 feet to its intersection with the northerly line of Westwood Drive (East), and the principal place of beginning of the parcel herein described, and from which point a 1" iron pipe found bears North 02 degrees 19 minutes 41 seconds East, 0.27 feet;

Thence North 02 degrees 19 minutes 41 seconds East along the westerly line of said line conveyed to Cameron-Allie Development Group, LLC, 158.89 feet to its intersection with the westerly line of a parcel of land conveyed to Strongsville Senior Associates Limited Partnership by deed recorded as A.F.N. 200310280195 of Cuyahoga County Records, and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.79 feet; North 01 degree 30 minutes 01 second East, 0.30 feet; and a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.59 feet; North 01 degree 30 minutes 01 second East, 0.52 feet;

Thence South 88 degrees 29 minutes 59 seconds East along the southerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 97.80 feet to a 1/2" iron pin found at an angle point, therein;

Thence South 02 degrees 42 minutes 21 seconds West along the westerly line of said land conveyed to Strongsville Senior Associates Limited Partnership, 158.91 feet to its intersection with the northerly line of Westwood Drive (East), and from which point a 1/2" iron pin found bears North 88 degrees 29 minutes 59 seconds West, 0.31 feet;

Thence North 88 degrees 29 minutes 59 seconds West along the northerly line of Westwood Drive (East), 96.75 feet to the principal place of beginning and containing 15,455 square feet or 0.3548 acres of land according to the survey by Donald G. Bohning & Associates, Inc. dated December, 2014.

Westwood Commons

~~Mitchells Parcel~~ PPN 396-10-016

DGB 4359-1

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

EXHIBIT B

DEVELOPER IMPROVEMENTS

Cameron-Allie Development Group LLC proposes revitalizing the downtown area of Strongsville by developing a project known as "Westwood Commons" on the northeastern corner of Pearl Road and Westwood Drive. The project involves constructing a new shopping center totaling approximately 11,000 square feet, remodeling and re-purposing an existing shopping center totaling approximately 12,000 square feet, and selling a 0.25 acre parcel of the project site to an end user who will construct a 2,750 square foot ice cream shop.

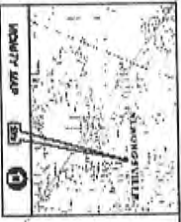
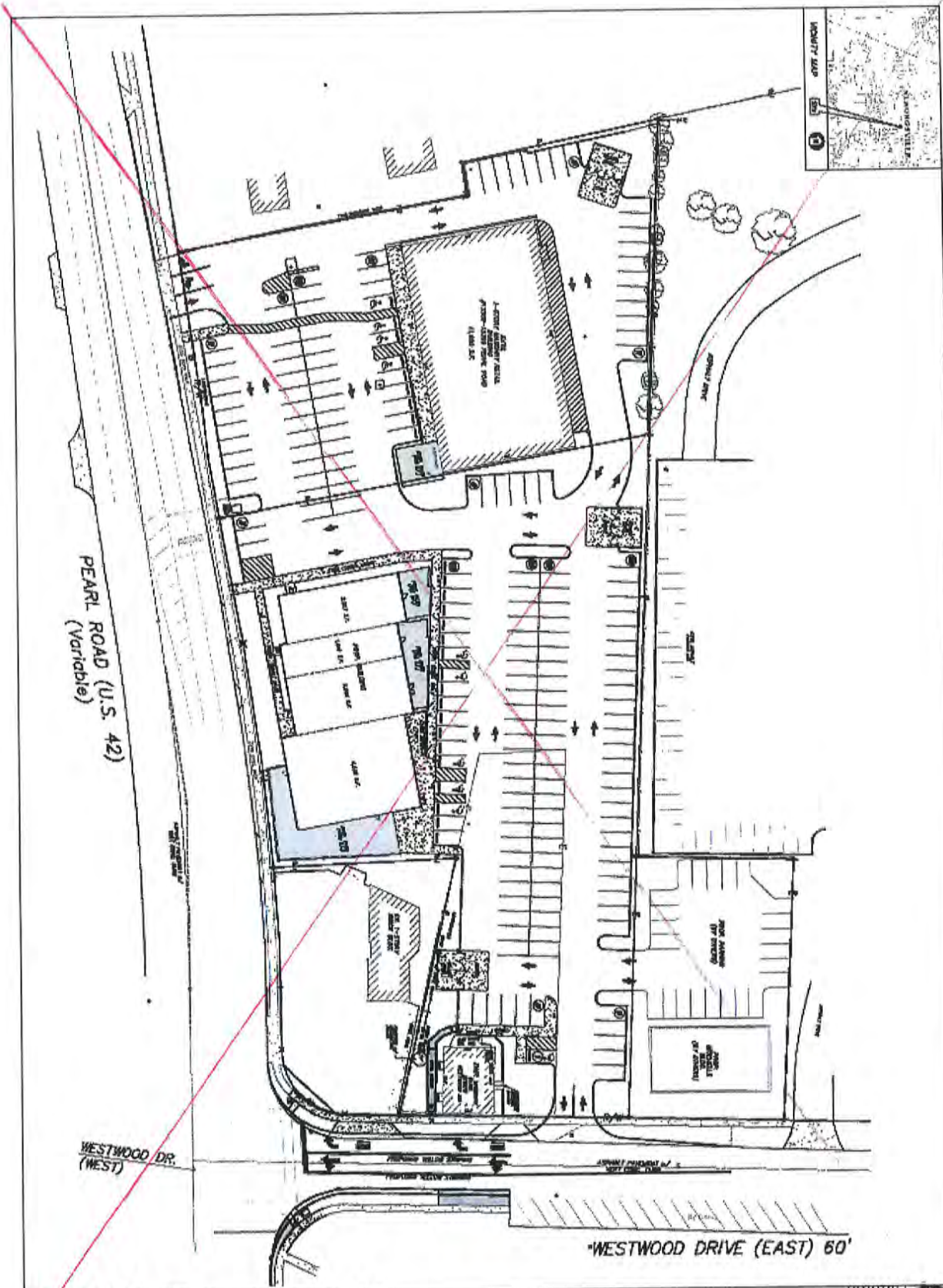
All of the above referenced improvements will require extensive upgrades to the existing infrastructure on the property, which are very old and inadequate to service the new improvements. Developer intends to install new utility connections and an underground storm water management system to not only service the new improvements but also assist with storm water runoff from the adjacent city owned property, which runs downhill to the project site.

The property associated with the Project has long been an eye sore for the City and severely under-utilized given its proximity to the center of town. The existing conditions of the property are a combination of vacant land, a blighted commercial building and an existing shopping center that requires extensive renovation. The Developer intends to demolish the blighted building, construct the new shopping center on the vacant land, and perform said renovations to the existing building. Additionally, the end user of the ice cream parcel intends to construct a new ice cream store.

The architecture of the new shopping center and ice cream shop, and the renovations to the existing building, will feature materials and elements consistent and complementary to the City's "Town Center District", including but not limited to, red brick, masonry block, rendered Exterior Insulated Finish System (EIFS), fiber cement board and other similar materials. Landscape features will include patios, new concrete sidewalks, new parking lots, extensive landscaping and other streetscape improvements similar to those already seen in the City's commons area adjacent to the Project site.

When the Project is completed, the amenities surrounding the Project site (the City library, recreation center, baseball fields, the Commons, etc) will all be activated by the increased connectivity to each other, creating a synergy in the City's downtown district that has long been desired.

Developer expects to start construction in November 2015 and the anticipated duration of construction is approximately seven to nine months.



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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WORLD & BROWN & ASSOCIATES, INC.
 414 BROADWAY & SAVANNAH
 COLUMBUS, OHIO 43215
 TEL: 614.221.1111
 FAX: 614.221.1112

SITE PLAN
WESTWOOD COMMONS
CITY OF STAMFORDVILLE
CUYAHOGA COUNTY, OHIO



EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

TIF Funding Estimates

Westwood
Commons Land II
 As of July 13, 2015

<u>Category</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Total</u>	<u>Notes</u>
"Demolition and Environmental Remediation"	Phase 1 Study	2	Ea	1785.00	\$3,570.00	\$3,570.00	
	Soil Testing	1	Ea	3560.00	\$3,560.00	\$3,560.00	
	Remove Existing Structures (backfill pads basement)	1	Ea	40000.00	\$40,000.00	\$40,000.00	
	Asbestos Abatement	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Engineered Removal & Fill of Existing Basements	2000	CY	20.00	\$40,000.00	\$40,000.00	
	Site Clearing	97574	SF	0.17	\$16,587.65	\$16,587.65	
	Tree Clearing	1	Ea	15000.00	\$15,000.00	\$15,000.00	
	Erosion Control	2	Aeres	6750.00	\$13,500.00	\$13,500.00	
	Mass Excavation Cuts and Fills	4000	CY	6.00	\$24,000.00	\$24,000.00	
	Strip and Stockpile Topsoil	903	CY	4.70	\$4,244.10	\$4,244.10	

	903	CY	8.40	\$7,585.20	-\$7,585.20
Disposal of Excess Material Off-Site					
Subtotal					-\$182,046.95
"water and sewer lines"					
"stormwater and flood					
remediation					
projects necessary for					
econ. dev."					
Abandon Existing Water Connections	4		2000.00	\$8,000.00	-\$8,000.00
Relocate Existing Utilities-CEI Poles	1		30000.00	\$30,000.00	\$30,000.00
Hydrants	1		5000.00	\$5,000.00	-\$5,000.00
	1		175000.0	\$175,000.00	-\$175,000.00
Storm Water Retention			0		
Storm Sewer System Drainage	550	LF	16.45	\$9,047.50	-\$9,047.50
Underdrains	1		10000.00	\$10,000.00	-\$10,000.00
Catch Basins, Inlets, Etc.	8	EACH	986.00	\$7,888.00	-\$7,888.00
Bury overhead power lines					<u>TBD</u>
Subtotal					-\$244,935.50
public roads and right of					
ways/					
Concrete Walks	12400	SF	7.50	\$93,000.00	-\$93,000.00
Landscaping/Fencing	1	LS	0	\$130,000.00	-\$130,000.00
Lighting and Poles	8	EACH	3943.00	\$31,281.13	-\$31,281.13
Asphalt/Concrete					<u>\$250,000</u>
Subtotal					-\$504,281.13
Overall Total					-\$932,263.58

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including traffic signalization, sidewalks, streetscapes and water and sanitary sewer improvements.