MountVernon

City Council		August 25, 2025
Legislative Session	Agenda	7:30 PM

COMMITTEE MEETINGS

Mount Vernon City Council
Committee Meeting Schedule
August 25, 2025

6:55 -7:10 p.m.	Exec Session: Purchase/sale of property	Land Use & Development
7:10 -7:15 p.m.	Elected Officials' Compensation	Employee & Community Relations

- 08-25-25 Committee Meeting Schedule

MEETING WILL RECESS UNTIL 7:30 P.M.

CALL TO ORDER

INVOCATION

Rev. Charles Wilson, Rector St. Paul's Episcopal Church

PLEDGE OF ALLEGIANCE

ACCEPTANCE OF MINUTES

- City Council - Legislative Session - Aug 11, 2025 7:30 PM

RECEIVE PETITIONS AND COMMUNICATIONS

None

RECEIVE COMMITTEE REPORTS

- LandUseandDevelopmentMinutes2025-08-11A
- LandUseandDevelopmentMinutes2025-08-11B

LIQUOR CONTROL LICENSE

None

PROCLAMATION

None

PERSONS SPEAKING ON MATTERS OF CITY CONCERN

None

RESOLUTIONS FOR THIRD READING

None

RESOLUTIONS FOR SECOND READING

RESOLUTION NO. 2025-76

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO MAKE SUPPLEMENTAL APPROPRIATIONS.

Finance and Budget: Seavolt, Woods

RESOLUTION NO. 2025-77

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO DISPOSE OF VEHICLES IN THE POLICE DEPARTMENT NOT NEEDED FOR PUBLIC USE BY THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

Fire, Police and Civil Defense: Mahan, Seavolt

RESOLUTION NO. 2025-78

A RESOLUTION AUTHORIZING THE CITY OF MOUNT VERNON TO PARTICIPATE IN THE OHIO TREASURER’S ONLINE CHECKBOOK PROGRAM.

Finance and Budget: Seavolt, Woods

RESOLUTION NO. 2025-79

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO RENAME THE "230 FUND", CREATE LINES WITHIN THE RE-NAMED FUND PURSUANT TO O.R.C. 5705.09(F), MAKE SUPPLEMENTAL APPROPRIATIONS TO THE NEW FUND; AND DECLARING AN EMERGENCY.

Finance and Budget: Seavolt, Woods

RESOLUTIONS FOR FIRST READING

RESOLUTION NO. 2025-80

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE DEMOLITION OF BUILDINGS RELATED TO THE RELOCATION OF STATE ROUTE 13 RELOCATION TO SOUTH SANDUSKY STREET PROJECT; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

RESOLUTION NO. 2025-81

A RESOLUTION AUTHORIZING THE CITY TO TRANSFER FEE SIMPLE TITLE TO ONE OR MORE PARCELS OF COMMERCIAL REAL PROPERTY OWNED BY THE CITY OF MOUNT VERNON TO THE KNOX COUNTY LAND REUTILIZATION CORPORATION FOR PURPOSES OF ECONOMIC DEVELOPMENT; AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

RESOLUTION NO. 2025-82

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO GRANT A SUPPLEMENTAL EASEMENT TO OHIO POWER COMPANY (DBA AMERICAN ELECTRIC POWER); AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

RESOLUTION NO. 2025-83

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO PREPARE AND SUBMIT A CO-APPLICATION, WITH CLINTON TOWNSHIP, TO THE OHIO PUBLIC WORKS COMMISSION CAPITAL IMPROVEMENT PROGRAM AS PART OF A JOINT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MOUNT VERNON, OHIO AND CLINTON TOWNSHIP, KNOX COUNTY, OHIO FOR FUNDING FOR THE CRYSTAL AVENUE WATER MAIN EXTENSION PROJECT.

Utilities: Ruckman, Miller

RESOLUTION NO. 2025-84

A RESOLUTION ADOPTING THE MODIFIED TAX BUDGET OF THE CITY OF MOUNT VERNON, MOUNT VERNON, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND SUBMITTING THE SAME TO THE AUDITOR OF KNOX COUNTY, OHIO.

Finance and Budget: Seavolt, Woods

RESOLUTION NO. 2025-85

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO TRANSFER CERTAIN FUNDS.

Finance and Budget: Seavolt, Woods

ORDINANCES FOR THIRD READING

ORDINANCE NO. 2025-23

AN ORDINANCE TO REVISE CHAPTER 1309 OF THE CODIFIED ORDINANCES REGULATING INOPERABLE, UNREGISTERED, AND JUNK VEHICLES, TRAILERS, AND OTHER MOTORIZED EQUIPMENT ON CITY STREETS AND PRIVATE PROPERTY; AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

ORDINANCES FOR SECOND READING

ORDINANCE NO. 2025-26

AN ORDINANCE TO ACCEPT THE VACATION OF AN UNDEVELOPED, PLATTED ALLEY, IN THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO; AND DECLARING AN EMERGENCY.

Streets and Public Buildings: Severns, Ruckman

ORDINANCES FOR FIRST READING

None

ORDINANCE NO. 2025-27

APPROVING THE ISSUANCE OF TAX-EXEMPT SPECIAL OBLIGATION PUBLIC INFRASTRUCTURE REVENUE BONDS BY THE MOUNT VERNON NEW COMMUNITY AUTHORITY IN A MAXIMUM AUTHORIZED AMOUNT OF $3,000,000; AUTHORIZING THE EXECUTION OF THE COOPERATIVE AGREEMENT; AUTHORIZING AND APPROVING RELATED ITEMS; AND DECLARING AN EMERGENCY.

Land Use and Development: Keener, Mahan

REMARKS FROM THE ADMINISTRATION

REMARKS FROM COUNCIL

ADJOURN AT THE CALL OF THE PRESIDENT

PRESS RELEASE

City Hall
40 Public Square
Mount Vernon, OH 43050

FOR MORE INFORMATION, CONTACT:
Zac Sherman, Clerk of Council
740-393-9517 Fax: 740-397-6595
zsherman@mountvernonohio.org

FOR IMMEDIATE RELEASE
August 22, 2025

Mount Vernon City Council
Committee Meeting Schedule
August 25, 2025

6:55 -7:10 p.m.	Executive Session: Purchase/sale of property	Land Use & Development
7:10 –7:15 p.m.	Elected Officials' Compensation	Employee & Community Relations

The above listed meeting will be held to discuss the above items; but will not be limited to those listed.
Mount Vernon News - WMVO - WNZR – City Hall Bulletin Board

MountVernon

Land Use and Development Committee Meeting Minutes
August 11, 2025 – 6:10 p.m. to 6:23 p.m.

COUNCIL PRESENT:
Bruce Hawkins, President
James Mahan, First Ward
Tammy Woods, Third Ward
John Ruckman, Second Ward
Janis Seavolt, At-Large
Mel Severns, At-Large

OTHERS IN ATTENDANCE:
Matthew Starr, Mayor
Tanner Salyers, Safety-Service Director
Rob Broeren, Law Director
Dan Brinkman, Auditor
Aaron Reinhart, Utilities Director
David Stuller, Treasurer
Zachary Sherman, Clerk
Cheryl Splain, Knox Pages

The committee discussed Ordinance No. 2025-25, authorizing and creating Chapter 149 of the Codified Ordinances on white-tailed deer management within the City. Mahan and Salyers commented on the distance requirements within the ordinance being too restrictive. Severns concurred. Salyers noted that the ordinance already emphasizes safety, and that the desire for restrictions from the community on distance from inhabited dwellings does not reflect the prevailing data. Woods clarified that hunters are only permitted on private properties where they have received permission to hunt.

Respectfully submitted,

____
James Mahan, Vice Chair
Land Use and Development Committee
Mount Vernon City Council
JM/zs

MountVernon

Land Use and Development Committee Meeting Minutes
August 11, 2025 – 6:24 p.m. to 6:38 p.m.

COUNCIL PRESENT:	Bruce Hawkins, President James Mahan, First Ward Tammy Woods, Third Ward John Ruckman, Second Ward Janis Seavolt, At-Large Mel Severns, At-Large
OTHERS IN ATTENDANCE:	Matthew Starr, Mayor Tanner Salyers, Safety-Service Director Rob Broeren, Law Director Dan Brinkman, Auditor Aaron Reinhart, Utilities Director David Stuller, Treasurer Zachary Sherman, Clerk Cheryl Splain, Knox Pages

The committee discussed the New Community Authority (NCA) Cooperative Agreement. Mahan drew attention to a draft document circulated amongst the council, mentioning that the intent is to have an ordinance prepared for the legislative session in two weeks. Caleb Brown of Bricker Graydon was invited to speak on the proposal and plan for the Liberty Crossing development. Brown clarified the economic structure and impact of the proposed project, elaborating on the benefits of TIFF and community charges associated with the project and the capability of the NCA to keep costs lower for developers by leveraging those mechanisms. Mayor Matthew Starr said that his office has received a 50-page cooperative agreement, which it is reviewing. The cooperative agreement will go to Council as soon as possible.

Respectfully submitted,

____

James Mahan, Vice Chair
Land Use and Development Committee
Mount Vernon City Council
JM/zs

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-76

Meeting: 08/25/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4274

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO MAKE SUPPLEMENTAL APPROPRIATIONS.

NOW, THEREFORE, BE IT RESOLVED by the City of Mount Vernon, State of Ohio:

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to make a supplemental appropriation to account 219.1300.54492, Services Received, in the amount of $75,000.00 (Raise in revenue received).

SECTION 2: This Resolution provides for appropriations for the current expenses of the City, and therefore, pursuant to Revised Code Section 731.20, it shall become effective upon its date of passage and approval by the Mayor.

HISTORY:

08/11/25 **City Council** **FIRST READING**

Resolution 2025-76 was given a first reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

Meeting: 08/25/25 7:30 PM
Dept: Fire, Police and Civil Defense
Mahan, Seavolt
Category: Finance
Prepared By: Rob Broeren
Initiator: Todd Hill

RESOLUTION 2025-77

DOC ID: 4275

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO DISPOSE OF VEHICLES IN THE POLICE DEPARTMENT NOT NEEDED FOR PUBLIC USE BY THE CITY OF MOUNT VERNON; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 721.01 and 721.15 authorize municipalities to dispose of personal property and vehicles no longer needed for municipal use.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Council finds that the City of Mount Vernon Police Department owns the following vehicles that are no longer needed for public use. Council also finds that the value of the vehicle is in excess of $1,000.00.

1) 2020-White-Ford-Explorer VIN 1FM5K8ABXLGD08153
2) 2019-White-Chevy-Tahoe VIN 1GNSKDEC0KR268243
3) 2011-Gray-Ford-Fusion VIN 3FAHP0JG2BR209906
4) 1999-Black-Jeep-Cherokee VIN 1J4FF68S2XL500438
5) 2006-Black-Motorcycle-Dirtbike VIN A1ZDKGE3T6S002186
6) 2001-Black-Honda-CBR900 VIN JH2SC44031M107563
7) 2015-Silver-Toyota-Corolla VIN 5YFBURHE0FP318636
8) 2008-Silver-Ford-Fusion VIN 3FAHP07108R205235
9) 2006-Cream-Mini-Cooper VIN WMWRC33546TK17076
10) 2001-Burgandy-Dodge-Ram 1500 VIN 3B7HC13Y51G775554
11) 2000-Burgandy-GMC-Sierra VIN 2GTEC19T9Y1174097
12) 2007-Dark Blue-Honda-Accord VIN 1HGCM55767A037841

SECTION 2: That the Safety-Service Director for the City of Mount Vernon be authorized and directed to sell or dispose of the vehicles pursuant to any method authorized by Revised Code Section 721.15.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of expediting the sale or trade of these items to return the proceeds to constructive use by the City, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

08/11/25 City Council FIRST READING

Resolution 2025-77 was given a first reading.

City Council City of Mount Vernon Mount Vernon, OH 43050	Meeting: 08/25/25 7:30 PM **Dept: Finance and Budget** **Seavolt, Woods** Category: Finance
SCHEDULED	Prepared By: Rob Broeren Initiator: Todd Hill
RESOLUTION 2025-78	**DOC ID: 4276**

A RESOLUTION AUTHORIZING THE CITY OF MOUNT VERNON TO PARTICIPATE IN THE OHIO TREASURER'S ONLINE CHECKBOOK PROGRAM.

WHEREAS, the Ohio Treasurer's Office operates the Ohio Online Checkbook Program, a statewide transparency initiative designed to provide the public with easy access to local government financial data; and

WHEREAS, the City of Mount Vernon is committed to transparency, accountability, and fiscal responsibility in all municipal financial operations; and

WHEREAS, participation in the Ohio Online Checkbook Program will enable residents, taxpayers, and interested stakeholders to view expenditures and revenues in a user-friendly, searchable format at no cost to the City; and

WHEREAS, the City Auditor has reviewed the implementation requirements of the Ohio Online Checkbook and determined that participation can be achieved without undue burden on City staff or resources; and

WHEREAS, the Mayor and the Mount Vernon City Council support increased transparency and public engagement in government operations.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNT VERNON, OHIO:

SECTION 1: The City of Mount Vernon hereby authorizes participation in the Ohio Treasurer's Online Checkbook Program.

SECTION 2: The City Auditor is hereby authorized and directed to coordinate with the Ohio Treasurer's Office to upload and maintain the City's financial data on the Online Checkbook platform.

HISTORY:

08/11/25	**City Council**	**FIRST READING**

Resolution 2025-78 was given a first reading.

MountVernon

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-79

Meeting: 08/25/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 4277

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO RENAME THE "230 FUND", CREATE LINES WITHIN THE RE-NAMED FUND PURSUANT TO O.R.C. 5705.09(F), MAKE SUPPLEMENTAL APPROPRIATIONS TO THE NEW FUND; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code § 5705.09(F) requires each subdivision to establish a special fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose; and

WHEREAS, it is necessary to establish these funds in order to better track the next grant cycle for the Mount Vernon Municipal Court's Probation Department's Specialized Docket.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to rename the "230 Fund - CCA Grant" to "230 Fund - Probation Department Grants" to more accurately describe the monies contained within the fund.

SECTION 2: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to create, pursuant to O.R.C. 5705.09(F), the following lines within "230 Fund - Probation Department Grants" fund:

230.1786.41401 Grant Payments
230.1786.51112 Special AOD Docket'26
230.1786.51113 Special AOD Docket'27
230.1786.51114 Special MH Docket'26
230.1786.51115 Special MH Docket'27

SECTION 3: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to make supplemental appropriations as follows:

1. To account 230.1786.51112, Special AOD Docket'26, in the amount of $20,000.00.
2. To account 230.1786.51114, Special MH Docket'26, in the amount of $17,500.00.

(This is a 6-month disbursement of the Court's 2026-2027 Specialized Docket Grant)

SECTION 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, for the further reason to allow the better tracking of grants issued to the Municipal Court's Probation Department because the grants are awarded on a different schedule than the City's appropriation cycle, and said Resolution shall therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

08/11/25	**City Council**	**FIRST READING**

Resolution 2025-79 was given a first reading.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-80

Meeting: 08/25/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
Category: Bid/Contract
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4281

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE DEMOLITION OF BUILDINGS RELATED TO THE RELOCATION OF STATE ROUTE 13 RELOCATION TO SOUTH SANDUSKY STREET PROJECT; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is hereby authorized and directed to advertise for bids and enter into contract for the demolition of buildings related to the State Route 13 Relocation to South Sandusky Street Project.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to advance the projects and solicit bids as soon as possible to avoid possible cost increases in the future, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

City Council	Meeting: 08/25/25 7:30 PM
City of Mount Vernon	**Dept: Land Use and Development**
Mount Vernon, OH 43050	**Keener, Mahan**
	Category: Land/Property Acquisition
SCHEDULED	Prepared By: Rob Broeren
	Initiator: Zac Sherman
RESOLUTION 2025-81	**DOC ID: 4280**

A RESOLUTION AUTHORIZING THE CITY TO TRANSFER FEE SIMPLE TITLE TO ONE OR MORE PARCELS OF COMMERCIAL REAL PROPERTY OWNED BY THE CITY OF MOUNT VERNON TO THE KNOX COUNTY LAND REUTILIZATION CORPORATION FOR PURPOSES OF ECONOMIC DEVELOPMENT; AND DECLARING AN EMERGENCY.

WHEREAS, Mount Vernon City Council has acquired fee simple ownership of two parcels of commercial real property, located on Coshocton Avenue in the City, tax parcel IDs 66-01698.000 and 66-00733.000 (collectively, the "Subject Property"); and

WHEREAS, the Knox County Land Reutilization Corporation is a county land reutilization corporation, as defined in Section 1724.01(A)(3) of the Ohio Revised Code ("ORC") and operated for the purposes of exercising the essential governmental purposes provided for under Chapter 1724 and Chapter 5722 of the Ohio Revised Code (the "Land Bank"); and

WHEREAS, the Land Bank has agreed to accept and receive fee simple title to the Subject Property for purposes of redevelopment and re-use as allowed by law; and

WHEREAS, the City may transfer property for redevelopment without competitive bidding pursuant to ORC §721.28; and

WHEREAS, Mount Vernon City Council acknowledges the City's interests are best served by having the Land Bank ready, or cause to be readied, the Subject Property for redevelopment and re-use, including site preparation and clearing, marketing, and negotiating with prospective end users; and

WHEREAS, the City is desirous of ensuring Subject Property is again used by one or more commercial end users in the future, which such end users will employ local residents and remit income taxes to the City.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Mount Vernon City Council does hereby authorize and direct the Mayor, the Safety-Service Director, the Auditor, and the Director of Law, and any other City official, as appropriate, to sign any documents, instruments, or certificates and to take such actions as are necessary or appropriate to consummate or implement the transactions described in or contemplated by this Resolution.

SECTION 2: That the Clerk of Council is hereby directed to deliver a copy of this Resolution to the President of the Land Bank, after its passage and upon request made by said representative.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of expediting the transfer of these parcels will continue the economic revitalization of the City, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-82

Meeting: 08/25/25 7:30 PM
Dept: Land Use and Development
Keener, Mahan
Category: Lands
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4278

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF MOUNT VERNON TO GRANT A SUPPLEMENTAL EASEMENT TO OHIO POWER COMPANY (DBA AMERICAN ELECTRIC POWER); AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Power Company (dba America Electric Power) has determined that it is necessary to modify a current easement for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures located on property owned by the City of Mount Vernon, Ohio; and

WHEREAS, the City wishes to continue cooperating with Ohio Power Company to provide electricity to the citizens of Mount Vernon.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That Council hereby authorizes the Safety-Service Director of the City of Mount Vernon to grant the easement attached as Exhibit A to Ohio Power Company.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and more specifically to assist Ohio Power Company to provide uninterrupted electrical service to the citizens of Mount Vernon, Ohio, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Line Name: West Mount Vernon - Mount Vernon
Line No.: TLN160:05006 **Easement No.:** 48

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this ___ day of ______________, 20___, **City of Mount Vernon, River Improvement Project**, whose address is 40 Public Square, Mount Vernon, Ohio 43050, ("Grantor"), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Ohio, Knox County, City of Mount Vernon, Quarter Section 1 and Quarter Section 2, Township No. 6, Range No. 13, Tax Parcel Number 66-50268.000 in that certain document, dated 07/18/1925 recorded in Deed Record Book 156, Page 296, of the real property records of Knox County, Ohio, and such tract is subject to easements and rights-of-way granted in favor of Ohio Power Company.

Ohio Power Company, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 07/25/2024, and recorded in Official Record Book 2034, Page 947, and in that certain right of way and easement, dated 01/17/1952, and recorded in Deed Record Book 209, Page 276, of the official records of Knox County, Ohio (the "Original Easement").

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way ("Easement") to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 66-50268.000

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR
City of Mount Vernon, River Improvement Project

____
Tanner Salyers, Agent

State of Ohio §

County of §

This instrument was acknowledged before me on the _________ day of _________________, 20___, by Tanner Salyers, Agent for the City of Mount Vernon, River Improvement Project , on behalf of said agency.

____
Notary Public
Print Name: ____________________________
My Commission Expires:______________________

This instrument prepared by Marland L. Turner, Senior Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Ohio Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054.

EXHIBIT "A"

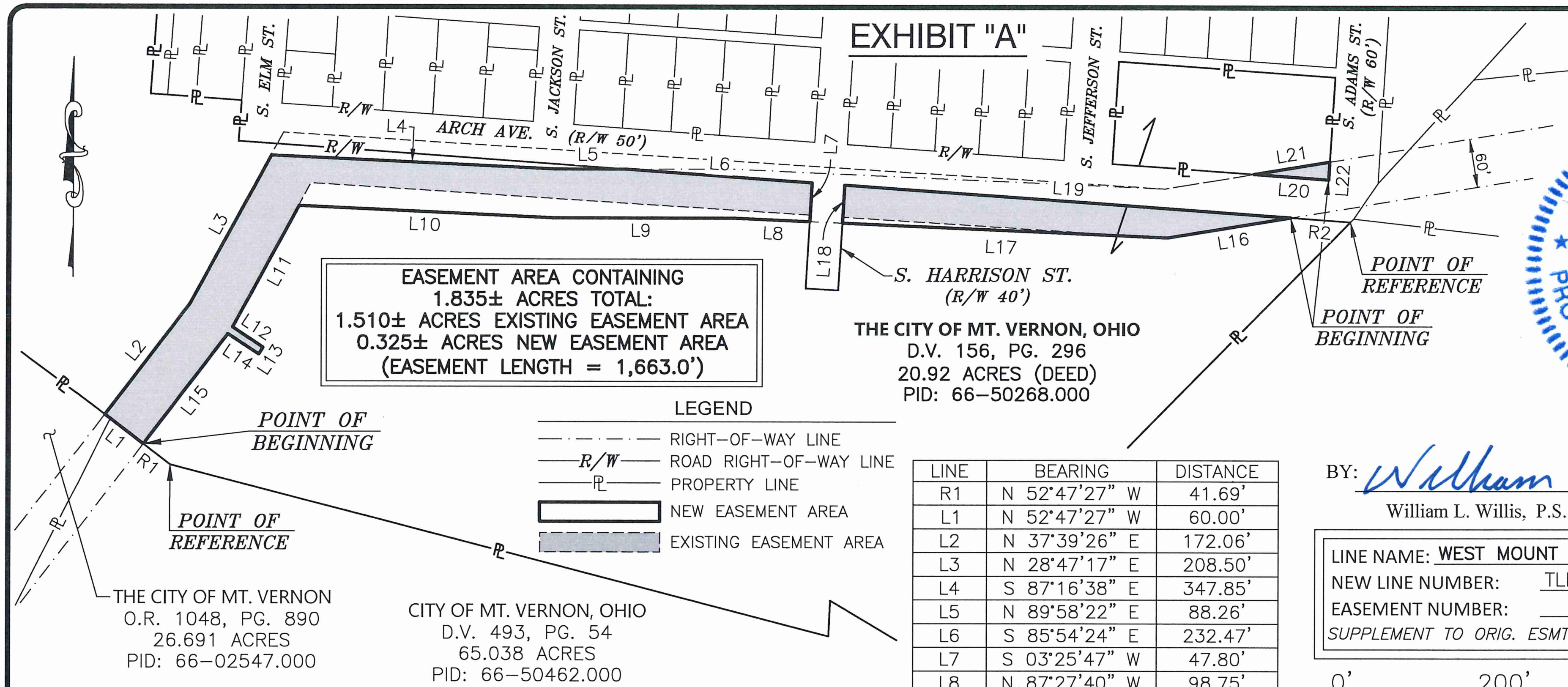

EXHIBIT "A" PREPARED BY:
CENTRAL SURVEYING CO. LTD
7563 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100

STATE OF OHIO
WILLIAM L. WILLIS
7168
REGISTERED
PROFESSIONAL SURVEYOR

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, OHIO NORTH ZONE, NAD 1983 (2011), U.S. SURVEY FOOT.

SITUATE:

SITUATED IN THE STATE OF OHIO, COUNTY OF KNOX, TOWNSHIP OF CLINTON, LOT 8 & LOT 15, QUARTER TOWNSHIP 1 & 2, TOWNSHIP 6 NORTH, RANGE 13 WEST, UNITED STATES MILITARY LANDS, AND BEING PART OF AN ORIGINAL 20.92 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MOUNT VERNON, OHIO, AS RECORDED IN DEED VOLUME 156, PAGE 296. ALL REFERENCES CONTAINED HEREIN ARE TO KNOX COUNTY RECORDER'S RECORDS, MT. VERNON, OHIO.

NOTES:

THIS DRAWING IS FOR EASEMENT PURPOSES ONLY AND HAS BEEN COMPILED USING EXISTING PUBLIC RECORDS, ALONG WITH FIELD COLLECTED INFORMATION, AND IS SUBJECT TO ALL LEGAL STREETS, HIGHWAYS, RIGHT-OF-WAYS, ALLEYS, EASEMENTS, AGREEMENTS AND/OR CONDITIONS OF RECORD, IF ANY.

LINE	BEARING	DISTANCE
R1	N 52°47'27" W	41.69'
L1	N 52°47'27" W	60.00'
L2	N 37°39'26" E	172.06'
L3	N 28°47'17" E	208.50'
L4	S 87°16'38" E	347.85'
L5	N 89°58'22" E	88.26'
L6	S 85°54'24" E	232.47'
L7	S 03°25'47" W	47.80'
L8	N 87°27'40" W	98.75'
L9	S 89°58'22" W	220.03'
L10	N 87°16'38" W	311.85'
L11	S 28°47'17" W	170.70'
L12	S 56°46'39" E	45.30'
L13	S 33°13'21" W	10.00'
L14	N 56°46'39" W	45.30'
L15	S 37°39'26" W	171.23'
R2	N 85°54'24" W	74.74'
L16	S 80°37'29" W	153.84'
L17	N 87°27'40" W	401.22'
L18	N 03°25'47" E	46.72'
L19	S 85°54'24" E	551.23'
L20	N 85°54'24" W	91.93'
L21	N 80°37'29" E	94.30'
L22	S 03°30'01" W	21.96'

BY: William L. Willis

William L. Willis, P.S. 7168 Date: 07/25/2025

LINE NAME: WEST MOUNT VERNON – MOUNT VERNON
NEW LINE NUMBER: TLN380:OH367
EASEMENT NUMBER: 48A
SUPPLEMENT TO ORIG. ESMT. NO. 48 (CITY OF MT. VERNON)

0' 200' 400' 600'
SCALE IN FEET
SCALE: 1 INCH = 200 FEET

OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF THE CITY OF MOUNT VERNON, OHIO CONTAINING 1.835± ACRES

Drawn By:	DS	Checked By:	WW
Scale:	1"=200'	Date:	09/19/23
File Name:	230223-EAS45-CITYMV	Poject Number:	2023-0223
Revisions:	07/25/2025		

Attachment: EX A - AEP West Mount Vernon - City of Mount Vernon (MVR-048) Supp Easement (07.30.25)

VOL 209 PAGE 276 38090 17-19-21 182

DEED OF EASEMENT
Form No. 2-B—Ohio-Corp.

#1.20

Name and Address
City of Mt. Vernon, Ohio

Eas. No. ~~6-A~~ 3-26998E Map No. ~~1828~~
Drg. No. G. O. No.
W.O.600/1395-1/3-44

This Indenture, made this 17 th day of January 1952

by and between ~~The City of Mount Vernon, State of Ohio a municipal~~ a corporation organized and existing under the laws of the State of Ohio, party of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part,

Witnesseth:

That for and in consideration of the sum of One Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby grants, bargain s, sell s convey s, and warrant s to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along, over, through or across the following described lands situated in Clinton Township, in the County of Knox in the State of Ohio, and part of ~~Section No.~~ U.S. Military Survey Township No. 6-N and Range No. 13-W and bounded:

	Tract #1	Tract #2
On the North by	Arch Ave.-M.Lambillote-Ben West et al-J.M.Radbaugh	H. C. Hillier
On the East by	Norton St.	S. Main St.
On the South by the	Kokosing River	Kokosing River
On the West by	Elm St.	B. & O. R. R. Co

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided, however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to ~~me~~ us or ~~my~~ our successors or assigns, the sum of $ 5.00 for each pole/or anchor erected on said lands, hereinbefore described, from time to time, whenever and as soon as any poles are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the party of the first part has caused its corporate name and seal to be hereto affixed the day and year first above wrtiten, by its Service-Safety Director and by authority of ordinance duly passed by city council.

Signed and Acknowledged in the presence of:

Barton W. Blair Jr.
Barton W.Blair,Jr.
Thos B Hall
Thos. B. Hall

The City of Mount Vernon
By Stanley L. Phillips Acting
Director of Service and Safety ~~President~~
ATTEST
Stanley L.Phillips Secretary

NEWARK R. W. & R. E. DEPT.
CHECKED BY E.O.H.
RECHECKED BY L.W.
DATE 10-26-54

THE STATE OF OHIO,
..................County } ss.

Before me, a Notary Public, in and for said County and State, personally appeared.................., President, and.................. Secretary of.................., the corporation which executed the foregoing instrument; who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign the said instrument as President and Secretary, respectively, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name at.................. this..........day of.................., 193.....

....
Notary Public.

My Commission Expires.................. 19.....

THE STATE OF OHIO,
..................County } ss.

Before me, a Notary Public, in and for said County and State, personally appeared.................., President, and.................. Secretary of.................., the corporation which executed the foregoing instrument; who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign the said instrument as President and Secretary, respectively, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name at.................. this..........day of.................., 193.....

....
Notary Public.

My commission expires.................., 19.....

VOL 209 PAGE 277

Name City of Mt. Vernon, Ohio

Address Mt. Vernon, Ohio

Line West Mt. Vernon-Mt. Vernon 17-19-21

Eas. No. ~~8~~ 17 Map No. ~~1828~~ 1827

Received for Record..........M..........193....

Recorded in Deed Records..........193....

Volume.......... Page..........

..................Recorder

of..................County

State of Ohio

STATE OF OHIO)
KNOX COUNTY) ss.

Before me, a Notary Public, in and for the said county and state, personally appeared Stanley L. Phillips, Acting Service and Safety Director of the City of Mount Vernon, Ohio, and acknowledged the execution of the foregoing easement to be his voluntary act on behalf of the City, and in accordance with a certain City Ordinance duly passed by the Council of the City of Mount Vernon.

In testimony whereof, I have hereunto set my hand and seal this 17th day of January, 1952.

Barton W. Blair Jr.
Notary Public

(my commission expires May 3, 1954.)

Barton W. Blair, Jr.

KNOX COUNTY, OHIO
FILED
1952 FEB 15 AM 9:53
RECORDED Feb. 19, 1952
VOL. 202 PAGE 276-277
VIRGINIA LEWIS, RECORDER

TRANSFER NOT NECESSARY,
GAIL W. PORTERFIELD, AUDITOR

STATE OF OHIO)
KNOX COUNTY) ss.

Before me, a Notary Public, in and for the said county and state, personally appeared Stanley L. Phillips, Acting Service and Safety Director of the City of Mount Vernon, Ohio, and acknowledged the execution of the foregoing easement to be his voluntary act on behalf of the City, and in accordance with a certain City ordinance duly passed by the Council of the City of Mount Vernon.

In testimony whereof, I have hereunto set my hand this 17th day of January, 1952.

Notary Public

(My commission expires May 3, 1954.)

Barton W. Blair, Jr.

COMPARED

Tara Stiltner,
Knox County, OH
Instrument: 202400005654
EASEMENT Pages: 5
08/22/2024 @ 10:38:44 AM
Recording: 58.00

BK 2034 PG 947 - 951

TRANSFER NOT NECESSARY
Sarah Thorne
KNOX COUNTY AUDITOR

Line Name: West Mount Vernon - Mount Vernon
Line No.: TLN160:05006 **Easement No.:** 48

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

On this 25 day of July, 2024, **City of Mount Vernon, River Improvement Project**, whose address is 40 Public Square, Mt. Vernon, Ohio 43050, ("Grantor"), whether one or more persons, owns an interest in a tract of real property that is more particularly described lands of the Grantor, situated in the State of Ohio, Knox County, City of Mount Vernon, Quarter section 1 and Quarter section 2, Township 6, Range 13, Tax Parcel Number 66-50268.000 in that certain document, dated 07/18/1925 recorded in Deed Record Book 156, Page 296 of the real property records of Knox County, Ohio, and such tract is subject to easements and rights-of-way granted in favor of Ohio Power Company.

Ohio Power Company, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under that certain right of way and easement, dated 01/17/1952, and recorded in Deed Record Book 209, Page 276, of the official records of Knox County, Ohio (the "Original Easement").

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way ("Easement") to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across to supplement the Original Easement insofar as it encumbers such tract of real property owned by Grantor as more particularly described above.

Auditor/Key/Tax Number: 66-50268.000

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("New Easement Area").

ENV

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, underground conduits, ducts, vaults, transformers, pedestals, risers, pads, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, including all root systems or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written.

GRANTOR
City of Mount Vernon, River Improvement Project

Tanner S. Salyers

By: Tanner Salyers
Title: Agent

State of Ohio §

County of Knox §

This instrument was acknowledged before me on the 25th day of July, 2024, by Tanner Salyers Agent for City of Mount Vernon, River Improvement Project, on behalf of said agency.

Todd Hill

Notary Public
Print Name: Todd Hill
My Commission Expires:____________________

NOTARIAL SEAL STATE OF OHIO

TODD HILL
Notary Public, State of Ohio
My Commission Expires 10-11-26

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Ohio Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8500 Smiths Mill Road, New Albany, OH 43054.

NOTARIAL SEAL STATE OF OHIO

EXHIBIT "A"

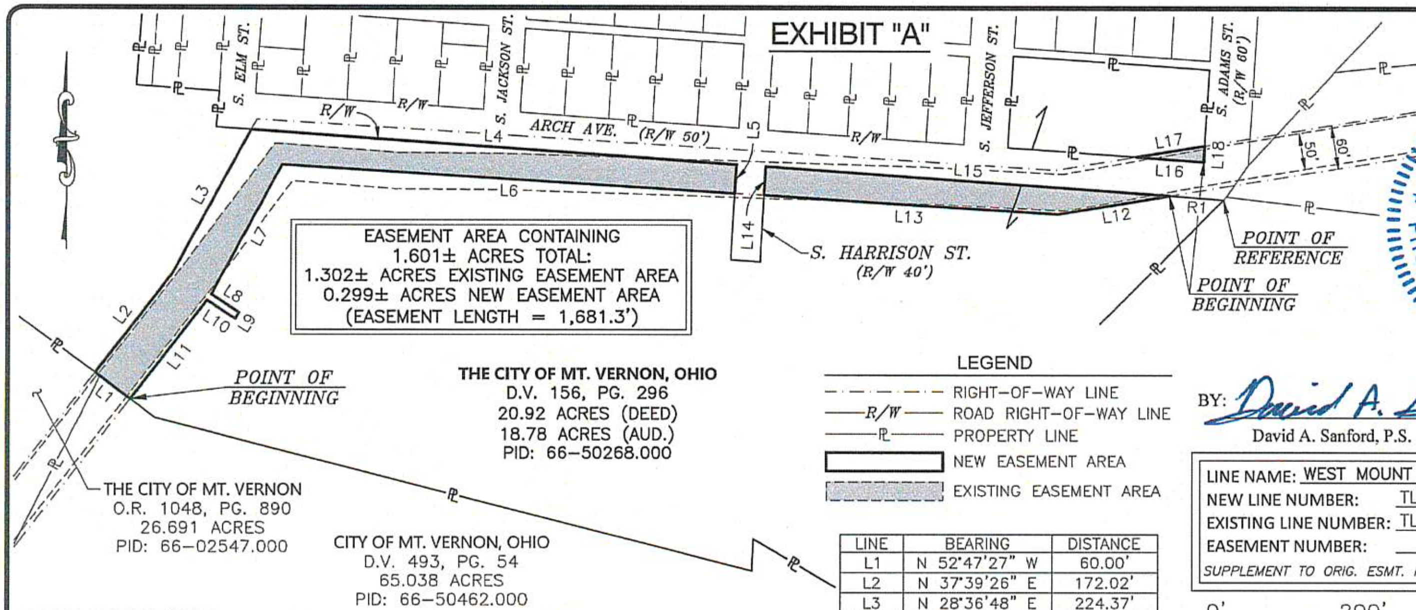

EXHIBIT "A" PREPARED BY:
CENTRAL SURVEYING CO. LTD
7563 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100

STATE OF OHIO
DAVID ANTHONY SANFORD
S-8721
REGISTERED
PROFESSIONAL SURVEYOR

BY: David A. Sanford 11/30/23
David A. Sanford, P.S. 8721 Date: 11/30/23

LEGEND

- RIGHT-OF-WAY LINE
- R/W — ROAD RIGHT-OF-WAY LINE
- ℙ — PROPERTY LINE
- NEW EASEMENT AREA
- EXISTING EASEMENT AREA

LINE NAME: WEST MOUNT VERNON – MOUNT VERNON
NEW LINE NUMBER: TLN380:OH367
EXISTING LINE NUMBER: TLN160:05006
EASEMENT NUMBER: 48
SUPPLEMENT TO ORIG. ESMT. NO. 17,19,21 (CITY OF MT. VERNON)

0' 200' 400' 600'
SCALE IN FEET
SCALE: 1 INCH = 200 FEET

LINE	BEARING	DISTANCE
L1	N 52°47'27" W	60.00'
L2	N 37°39'26" E	172.02'
L3	N 28°36'48" E	224.37'
L4	S 85°54'24" E	662.27'
L5	S 03°25'47" W	39.66'
L6	N 86°23'42" W	617.29'
L7	S 28°36'48" W	202.10'
L8	S 56°51'53" E	45.30'
L9	S 33°08'07" W	10.00'
L10	N 56°51'53" W	45.30'
L11	S 37°39'26" W	171.28'
R1	N 85°54'24" W	73.74'
L12	S 80°37'29" W	154.13'
L13	N 86°23'42" W	400.90'
L14	N 03°25'47" E	39.32'
L15	S 85°54'24" E	551.23'
L16	N 85°54'24" W	91.93'
L17	N 80°37'29" E	94.30'
L18	S 03°30'01" W	21.96'

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83 (2011), OHIO NORTH ZONE, U.S. SURVEY FOOT.

SITUATE:

SITUATED IN THE STATE OF OHIO, COUNTY OF KNOX, TOWNSHIP OF CLINTON, LOT 8 & LOT 15, QUARTER TOWNSHIP 1 & 2, TOWNSHIP 6 NORTH, RANGE 13 WEST, UNITED STATES MILITARY LANDS, AND BEING PART OF AN ORIGINAL 20.92 ACRE TRACT OF LAND CONVEYED TO THE CITY OF MOUNT VERNON, OHIO, AS RECORDED IN DEED VOLUME 156, PAGE 296. ALL REFERENCES CONTAINED HEREIN ARE TO KNOX COUNTY RECORDER'S RECORDS, MT. VERNON, OHIO.

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OHIO POWER COMPANY

EASEMENT ACROSS THE LANDS OF
THE CITY OF MOUNT VERNON, OHIO
CONTAINING 1.601± ACRES

Drawn By:	DS	Checked By:	WW
Scale:	1"=200'	Date:	09/19/23
File Name:	230223-EAS45-CITYMV	Poject Number:	2023-0223
Revisions:	11/30/23		

Ohio Power Company

700 Morrison Road

Gahanna, Ohio 43065

Line Name: West Mount Vernon - Mount Vernon
Line No.: TLN160:05006 **No.:** 48
Property Owner: City of Mount Vernon, River Improvement Project
Property Address: 40 Public Square, Mount Vernon, Ohio 43050
Alternate Contact: ____

ROW Information Checklist

Please identify items which are present on, under or across this property.

☐ Water Wells/Septic Systems
☐ Springs, Creeks, Marsh, Bog, Wetland
☐ Septic/Sewer Lines
☐ Sprinklers/Irrigation Systems
☐ Drain Tile
☐ Wells – Water, Gas, Petroleum
☐ Water Line(s)
☐ Pipelines – Gas, Oil, Petroleum, Steam
☐ Buried Cables – Electrical
☐ Buried Cables – Communication, Alarm, Signal
☐ Invisible Pet Fence
☐ Electrical Fence
☐ Livestock, Animals
☐ Planted Crops
☐ Mining
☐ Residences
☐ Property Corner Markers
☐ Cemetery, Burial Grounds
☐ Access Roads
☐ Cultural or Historical
☐ ________________________________
☐ ________________________________

Comments:

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

_ _ _ – _ _ – _ _ _ _

or

Employer identification number

_ _ – _ _ _ _ _ _ _

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City Council	Meeting: 08/25/25 7:30 PM
City of Mount Vernon	**Dept: Utilities**
Mount Vernon, OH 43050	**Ruckman, Miller**
	Category: Utilities
SCHEDULED	Prepared By: Rob Broeren
	Initiator: Zac Sherman
RESOLUTION 2025-83	DOC ID: 4279

A RESOLUTION AUTHORIZING AND DIRECTING THE SAFETY-SERVICE DIRECTOR TO PREPARE AND SUBMIT A CO-APPLICATION, WITH CLINTON TOWNSHIP, TO THE OHIO PUBLIC WORKS COMMISSION CAPITAL IMPROVEMENT PROGRAM AS PART OF A JOINT PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MOUNT VERNON, OHIO AND CLINTON TOWNSHIP, KNOX COUNTY, OHIO FOR FUNDING FOR THE CRYSTAL AVENUE WATER MAIN EXTENSION PROJECT.

WHEREAS, the City of Mount Vernon provides water to Clinton Township; and

WHEREAS, Clinton Township wishes to extend water services to Crystal Avenue; and

WHEREAS, Clinton Township, Knox County, and the City of Mount Vernon have agreed to enter into a joint partnership to extend the water line on Crystal Avenue; and

WHEREAS, in furtherance of this partnership, the Knox County Board of Commissioners has agreed to apply for a Community Development Block Grant to help fund this project; and

WHEREAS, at its August 14, 2025 meeting, the Utility Commission of the City of Mount Vernon unanimously passed a resolution requesting that City Council authorize the City to be a co-applicant with Clinton Township to file an application with the Ohio Public Works Commission Capital Improvement Program for funding assistance for the Crystal Avenue Water Main Extension Project.

BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Safety-Service Director for the City of Mount Vernon is authorized and directed to apply to support Clinton Township's application to the Ohio Public Works Commission Capital Improvement Program for funding assistance for the Crystal Avenue Water Main Extension Project as a co-applicant.

SECTION 2: The Safety-Service Director is further authorized and directed to enter into any agreements as may be necessary for this obtaining financial assistance.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to allow the project to move forward as quickly as possible to bring potable water to the residents of Crystal Avenue, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds

(2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-84

Meeting: 08/25/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance and Budget
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4282

A RESOLUTION ADOPTING THE MODIFIED TAX BUDGET OF THE CITY OF MOUNT VERNON, MOUNT VERNON, OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND SUBMITTING THE SAME TO THE AUDITOR OF KNOX COUNTY, OHIO.

WHEREAS, the Knox County Budget Commission has waived the requirement that the taxing authority of a subdivision or other taxing unit adopt a tax budget as provided under section 5705.28 of the Revised Code.

WHEREAS, the City of Mount Vernon will be required to furnish a modified budget only for those funds that receive tax levied taxes. Prior to December 31, 2024, an estimate of resources and other income shall be prepared and filed with the Knox County Budget Commission.

NOW THEREFORE, BE IT RESOLVED by the City of Mount Vernon, State of Ohio:

SECTION 1: That the modified tax budget of the City of Mount Vernon for the fiscal year beginning January 1, 2026 heretofore prepared by the Auditor and it is hereby adopted as the official modified tax budget of the City of Mount Vernon for the fiscal year beginning January 1, 2026.

SECTION 2: This Resolution provides for appropriations for the coming year's expenses of the city, and therefore, pursuant to Revised Code Section 731.30, it shall become effective upon the date of its passage and approval by the Mayor.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

RESOLUTION 2025-85

Meeting: 08/25/25 7:30 PM
Dept: Finance and Budget
Seavolt, Woods
Category: Finance
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4283

A RESOLUTION AUTHORIZING AND DIRECTING THE AUDITOR OF THE CITY OF MOUNT VERNON TO TRANSFER CERTAIN FUNDS.

NOW, THEREFORE, BE IT RESOLVED by the City of Mount Vernon, State of Ohio:

SECTION 1: That the Auditor for the City of Mount Vernon be, and he herewith is, authorized and directed to transfer funds as follows:

1: From account 101.2500.55511, Tools, to account 101.2500.54211, Utilities, in the amount of $14,000.00.

SECTION 2: This Resolution provides for appropriations for the current expenses of the City, and therefore, pursuant to Revised Code Section 731.30, it shall become effective upon its date of passage and approval by the Mayor.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-23

Meeting: 08/25/25 7:30 PM
Dept: Land Use and Development
Keener, Mahan
Category: Planning and Zoning
Prepared By: Rob Broeren
Initiator: Todd Hill
DOC ID: 4267

AN ORDINANCE TO REVISE CHAPTER 1309 OF THE CODIFIED ORDINANCES REGULATING INOPERABLE, UNREGISTERED, AND JUNK VEHICLES, TRAILERS, AND OTHER MOTORIZED EQUIPMENT ON CITY STREETS AND PRIVATE PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, the accumulation and outdoor storage of inoperable, unlicensed, or junk motor vehicles and equipment creates blight, health hazards, and safety concerns within the City of Mount Vernon; and

WHEREAS, City Council desires to protect property values and maintain the aesthetic quality of neighborhoods and streetscapes;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon, Ohio:

SECTION 1: That Chapter 1309 of the Codified Ordinances be amended to read as follows:

1309.01 DEFINITIONS
As used in Chapter 1309 of the Codified Ordinances:
(a) Motor Vehicle - As defined in Ohio Revised Code §4501.01. Includes, but is not limited to, passenger vehicles, trucks, vans, motorcycles, mopeds, ATVs, RVs, and trailers.
(b) Inoperable Vehicle - Any motor vehicle or trailer which, for a period of seventy-two (72) consecutive hours or more:
Is not capable of being lawfully and safely operated on public streets;
Is missing essential mechanical parts including, but not limited to, engine, transmission, wheels, steering mechanism, windshield, or battery;
Is disabled due to flat tires, broken windows, or collision damage;
Has not been moved under its own power in the preceding seventy-two (72) hours;
Is otherwise non-functional or incomplete in its construction.
(c) Unregistered Vehicle - Any motor vehicle or trailer that:
Does not display a current and valid license plate or registration sticker as required under Ohio law; or
is not registered with the Ohio BMV or other authorized state agency.
(d) Junk Vehicle - A vehicle that meets the definition in Ohio Revised Code §4513.63 and exhibits extensive damage, neglect, or deterioration, and has no apparent value beyond salvage.
(e) Trailer - Any non-motorized device designed to be towed by a motor vehicle, including utility trailers, boat trailers, camper trailers, and equipment haulers.
(f) Recreational Vehicle (RV) - Any motor vehicle or trailer designed for recreational use, including motor homes, travel trailers, fifth wheels, and campers.

(g) Off-Road Vehicles - Includes all-terrain vehicles (ATVs), dirt bikes, snowmobiles, and other vehicles not intended or permitted for use on public roadways.
(h) Yard Equipment - Includes riding lawn mowers, lawn tractors, agricultural tractors, and similar motorized landscaping or farming equipment.
(I) Public Property - Includes all public streets, sidewalks, alleys, rights-of-way, parks, and any land owned or maintained by the City.
(j) Private Property - All real property not owned by the City or a public entity.

1309.02 PROHIBITED STORAGE AND PARKING
(a) No person shall park, store, or permit the parking or storage of any inoperable, unregistered, or junk vehicle, trailer, or equipment on any public street, alley, or right-of-way within the City of Mount Vernon.
(b) No person shall park, store, or permit the parking or storage of any inoperable, unregistered, or junk vehicle, trailer, RV, off-road vehicle, motorcycle, or yard equipment on private property unless one of the following conditions is met:
The vehicle or equipment is stored entirely within a fully enclosed building (e.g., garage or barn); or
The vehicle or equipment is covered and screened from public view by a solid, opaque fence or vegetation at least six (6) feet in height; or
The vehicle is under active repair or restoration, and the work is completed within fourteen (14) consecutive days.
(c) Lawn mowers, tractors, or similar equipment must be stored in a garage, shed, or to the rear of the principal structure.
(d) No trailer, RV, ATV, or off-road vehicle may be used as a storage unit or dwelling while parked on a residential property.
(e) No person shall park, store, or permit the parking or storage of any motor vehicle, trailer, or motorized equipment in any front, side, or rear yard on an unimproved surface. All such parking must occur only on an improved surface, defined as:
Asphalt, concrete, pavers, or
Gravel or crushed stone that is clearly defined, compacted, and maintained to prevent ruts, erosion, and vegetation growth.

1309.03 VEHICLE REGISTRATION REQUIREMENTS
(a) All motor vehicles, trailers, and equipment stored or parked on public or private property within the City must display current and valid registration, license plates, and/or stickers as required by the Ohio BMV or equivalent authority.
(b) Vehicles without proper registration shall be considered “unregistered” and subject to enforcement under this ordinance, regardless of operability.

1309.04 ENFORCEMENT AND REMOVAL
(a) Inoperable or unregistered vehicles or equipment found on public property shall be subject to impoundment forty-eight (48) hours after posting a written notice on the vehicle by the Mount Vernon Code Enforcement Department.
(b) If the vehicle or equipment is located on private property in violation of this ordinance, the Code Enforcement Officer shall initiate the following notice procedure:

A written notice of violation shall be sent by certified mail, return receipt requested, to the last known address of the property owner as listed on the Knox County Auditor's records, informing them of the violation and providing ten (10) calendar days to correct it.
If the certified letter is returned as unclaimed, refused, or undeliverable for any reason, a copy of the same letter shall be hand-delivered by the Mount Vernon Police Department to the property owner's last known address.
If personal delivery is not possible, a copy of the notice shall be posted on the premises in a conspicuous location.
If the owner fails to comply within ten (10) days, the City may:
Issue civil citations for each day the violation continues; and/or
Remove the vehicle or equipment at the owner's expense, with costs certified to the County Auditor as a lien against the property.

1309.05 EXEMPTIONS
This ordinance shall not apply to:
Licensed automotive repair shops, salvage yards, or dealerships operating within permitted zoning;
Vehicles actively used for agricultural purposes on agriculturally zoned land;
Equipment or trailers lawfully stored pursuant to a valid zoning certificate.

1309.06 PENALTIES
(a) Civil Citations. In instances where a property owner fails to comply with a notice of violation, the City Inspector may levy a fine of up to $150.00 per day per violation. This penalty is in addition to any other actions that may be taken by the City.
(b) Criminal. In addition to any other penalty specified in this Chapter, any violation or failure to comply with the provisions in this Chapter shall constitute a minor misdemeanor on a first offense. If a person has been convicted of a violation of this Chapter within the past calendar year, each subsequent offense shall constitute a fourth-degree misdemeanor. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.
(c) In any instance where the City incurs any expenses or fines, including but not limited to legal costs and fees, because of any person or entity's violation or failure to comply with any provisions and requirements in this Chapter, the expenses incurred, plus an administrative fee equal to the expenses incurred shall be recovered from the person or entity.

<u>SECTION 2:</u> If any provision of this Ordinance is held invalid or unconstitutional, such invalidity shall not affect the remaining provisions which shall continue in full force and effect.

<u>SECTION 3:</u> This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the proliferation of junk, inoperable and abandoned vehicles poses an imminent threat to the health, safety and property of the citizens of Mount Vernon, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of

Mount Vernon; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

07/14/25 City Council FIRST READING

Ordinance No. 2025-23 was given a first reading. Keener requested a 10-minute meeting of the Land Use and Development Committee on the legislation for July 28, 2025.

07/28/25 City Council POSTPONED TO A CERTAIN TIME

Keener made a motion to postpone the second reading of Ordinance No. 2025-23 to Aug. 25, 2025, with a second by Mahan. Keener noted that there are still a lot of questions about the legislation, although it's moving in the right direction. Motion to postpone passed by a roll-call vote of 6-1, with Severns voting no.

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

Meeting: 08/25/25 7:30 PM
Dept: Streets and Public Buildings
Severns, Ruckman
Category: Street or Alley Vacation
Prepared By: Todd Hill
Initiator: Zac Sherman

ORDINANCE 2025-26
DOC ID: 4269

AN ORDINANCE TO ACCEPT THE VACATION OF AN UNDEVELOPED, PLATTED ALLEY, IN THE CITY OF MOUNT VERNON, KNOX COUNTY, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, the City Planning Commission, after reviewing the matter, has recommended to accept the petition to vacate an undeveloped, platted alley, adjacent to parcels #66-00180.000, #66-00181.000, #66-00182.000, #6600178.000 and #66-00179.000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the petition to vacate a portion of an undeveloped, platted alley, further explained in Exhibit A, be and herewith is accepted.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason of promoting timely development within the City, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

HISTORY:

08/11/25 **City Council** **FIRST READING**

Ordinance 2025-26 received a first reading

City of Mount Vernon, Ohio
Development Services
40 Public Square
Mount Vernon, OH 43050
Phone 740-393-2033 |DSM@MountVernonOhio.org

To: Clerk of Council

August 8, 2025

Municipal Planning Commission
Meeting Date: July 10, 2025

Case Number: 2025-MPC-03
Petition to Vacate a platted alley north of Kirk ST between East ST and S McKenzie ST

An application from John and Cathy Goeppinger to vacate an approximately 16.5' x 263' section of undeveloped platted alley located south of East Vine Street, north of Oak Street, ease of Boynton Street, and west of Duke Street was submitted for review by the Municipal Planning Commission for a recommendation to City Council.

A public hearing was held and testimony ensued about the proposed vacation. Following testimony:

> **Austin Swallow made a motion to recommend to Council to approve the Vacation. Tanner Salyers seconded the motion.**
>
> **The vote resulted in a 5-0 vote in support of the petition to vacate.**
> **(Yes: Starr, Salyers, Ellsworth, Hawkins, Swallow)**

Per §1156.04 Council shall consider the recommendation of the Municipal Planning Commission for the Application for Zoning Amendment and determine the final approval or denial.

Warm Regards,

Lacie Blankenhorn

Lacie Blankenhorn
Development Services Manager

MountVernon

Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 07/10/25 4:00 PM
Dept: Municipal Planning Commission

Category: Lands
Prepared By: Lacie Blankenhorn
Initiator: Lacie Blankenhorn

SCHEDULED

MPC ITEM (ID # 4257)

DOC ID: 4257

2025-MPC-03 : VACATION PETITION - UNDEVELOPED PLATTED ALLEY BETWEEN VINE ST, OAK ST, BOYNTON ST, DUKE ST

Per Codified Ordinance Chapter 1103 a petition for vacation has been submitted for review by the Municipal Planning Commission for a recommendation of approve or deny to City Council.

Description of Request: John and Cathy Goeppinger submitted a vacation petition with an accompanying survey to vacate an undeveloped platted alley that divides one of the parcels that they own along E Vine ST from the remaining 4 parcels they own along E Vine ST and flanked by undeveloped, platted Boynton ST and Oak ST.
The approximately 16.5' wide by 263' long area of undeveloped platted land mirrors the Goeppinger's similar sized parcel 66-00180.000 and divides that parcel from their other 4 parcels 66-00181.000; 66-00182.000; 66-00178.000; 66-00179.000. There are no known City utilities in this area of land.
The survey provided by the Goeppinger's would combine all of their parcels and the area requested for vacation into 1 parcel.

COMMENTS - Current Meeting:

Blankenhorn introduced the case.

C. Goeppinger (sworn in) explained her request to vacate a portion of an undeveloped platted alley that divides the property she and her husband own along East Vine Street. A survey was provided showing the area to be vacated and that will combine the 5 parcels that they own with the vacated portion into 1 property.

Hawkins asks if there was something that was causing this request now, other than annoyance.

C. Goeppinger explained they would like to clean this up as they progress in life and plan to sell in the future. This will legalize ownership of the land they have been maintaining and that divides their property. They feel its best to have ownership of it. They have owned the surrounding property for over 30 years.

G. Curry (sworn in) explained the he own's property next to the Goeppinger's and has lived there for 50 years. The subject alley has never been recognized as an alley. He doesn't think the previous owners new it was platted as such. He doesn't foresee any need to develop the land as an alley. It would not lead to anywhere, as the platted Boynton Street is Center Run. He supports and encourages the request to vacate.

There were no communications received through the Development Services Manager.

Ball said there are no City utilities in this strip of land.

Broeren found an issue. The Goeppinger's deed refers to the original plat that was recorded in the 1870's. The original plat shows an alley, but the measures do not match the measurements on the survey that was provided by the Goeppinger's. Broeren thinks they should be allowed to vacate the alley but the measurement needs to be clarified. The plat shows the Goeppinger's property to be 141' 9". The survey shows their lots plus the alley to be 143.51'. The discrepancy needs to be clarified before anything is recorded. The Goeppinger's deed volume and page is 390/666.

Ball sought to clarify the vacation process, stating an MPC recommendation requires action by City Council.

Broeren said the request could be tabled to allow time for the Goeppinger's to work with their surveyor to sort this out.

Swallow proposed an alternative, that the MPC approve the request based on the Law Director's research.

Hawkins said is not concerned with exactly where the land is that gets vacated.

Swallow questioned why the MPC would make the Goeppinger's return for another meeting.

Broeren said a correct survey is needed for recording.

Swallow agreed and went on to say he doesn't think that affects the decision on whether or not to vacate.

Starr asked if this could be followed up administratively.

Ball suggested, before the request goes to City Council, Administration reviews to ensure that everything is correct.

Salyers said there could be a revised version of the plat.

Starr called for a motion.

Swallow moved to approve the vacation pursuant to final administrative review.

RESULT:	**RECOMMEND [5 TO 0]**	**Next: 7/28/2025 7:30 PM**
MOVER:	Austin Swallow, Member	
SECONDER:	Tanner Salyers, Safety Service Director	
AYES:	Starr, Salyers, Ellsworth, Hawkins, Swallow	
ABSTAIN:	Jason West	
EXCUSED:	Eric Diehl	

Petition Page ____ of _____ Pages   Mount Vernon, Ohio   Date: 6/15/25

To the Honorable Council of the City of Mount Vernon, Ohio:

We, the undersigned property owners, owning property on (address) 1000 East Vine Street 43050
Respectfully petition your honorable body to pass the necessary legislation to Have an alley vacated that divides the property we own and reside on. This is an unnamed alley between East Vine Street and Oak Streets 262.98' in Boynton + Hills Addition. PB 1, Pg 23

Name	Address	Phone
1. Cathy J Goeppinger	1000 E. Vine 43050	740-507-3627
2. John Goeppinger	1000 E Vine ~~St~~ 43050	740-507-9018
3.		
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Tracy & Mills, Surveyors

Thomas M. Tracy, P.S. 1941-2002
David R. Mills, P.S. 7157
Amy Bernicken, P.S. 8571

LEGAL DESCRIPTION FOR:
John & Cathy Goeppinger
1.049 ACRE
May, 2025

The following real estate being all of Lots 14, 17, 23, and 25, part of Lots 15, 16, 24, and 26, and part of a vacated alley in Boynton and Hills Addition, City of Mount Vernon, U.S.M.L., Knox County, Ohio, and being described as follows:

Commencing at a 5/8" iron pin set at the southwest corner of Lot 25, also being the intersection of the east right of way line of Boynton Street (40') and the north right of way line of Oak Street (50'), and being the southwest corner and Point of Beginning for the tract herein described;

Thence along said east line of Boynton Street and the west lines of Lots 25, 23, 17, and 14, North 02° 28' 04" East, 262.12 feet to the northwest corner of Lot 14 in the south right of way line of East Vine Street (54') and in Center Run;

Thence along said south line of East Vine Street and the north lines of Lots 14 and 15, South 87° 35' 52" East, passing through a 5/8" iron pin set at 30.00 feet, a total distance of 173.51 feet to a 3/4" iron pipe found at the northwest corner of Parcel Number 66-00377.000 (George and Sherry Curry, D.V. 414, Pg. 206);

Thence along the west line of said parcel, South 02° 16' 10" West, 262.95 feet to a 5/8" iron pin set in the north right of way line of Oak Street (unmaintained);

Thence along said north line of Oak Street and the south lines of Lots 26 and 25, North 87° 19' 28" West, 174.42 feet to the Point of Beginning, containing 1.049 acre, as surveyed in May, 2025 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, Amy Bernicken, Ohio Professional Surveyor #8571.

North based on the south right of way line of East Vine Street per Survey Volume T, Page 255.

Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy & Mills.

All of Parcel Numbers 66-00181.000, 66-00182.000, 66-00178.000, 66-00179.000, 66-00180.000, and 66-00_________.

Deed Volume 390, Page 666.

Amy Bernicken, Surveyor No. 8571
Date: May 28, 2025

STATE OF OHIO
AMY BERNICKEN
S-8571
REGISTERED
PROFESSIONAL SURVEYOR

TRACY & MILLS, SURVEYORS

DAVID R. MILLS, PS
SURVEYOR #7157

AMY BERNICKEN, PS
SURVEYOR #8571

10 East Vine Street - P.O. Box 642
Mount Vernon, Ohio 43050
Tel.: 740-397-8324 Fax: 740-397-5910
tracyandmills@aol.com

FLOYD W. BARNES, PS
1921-2018

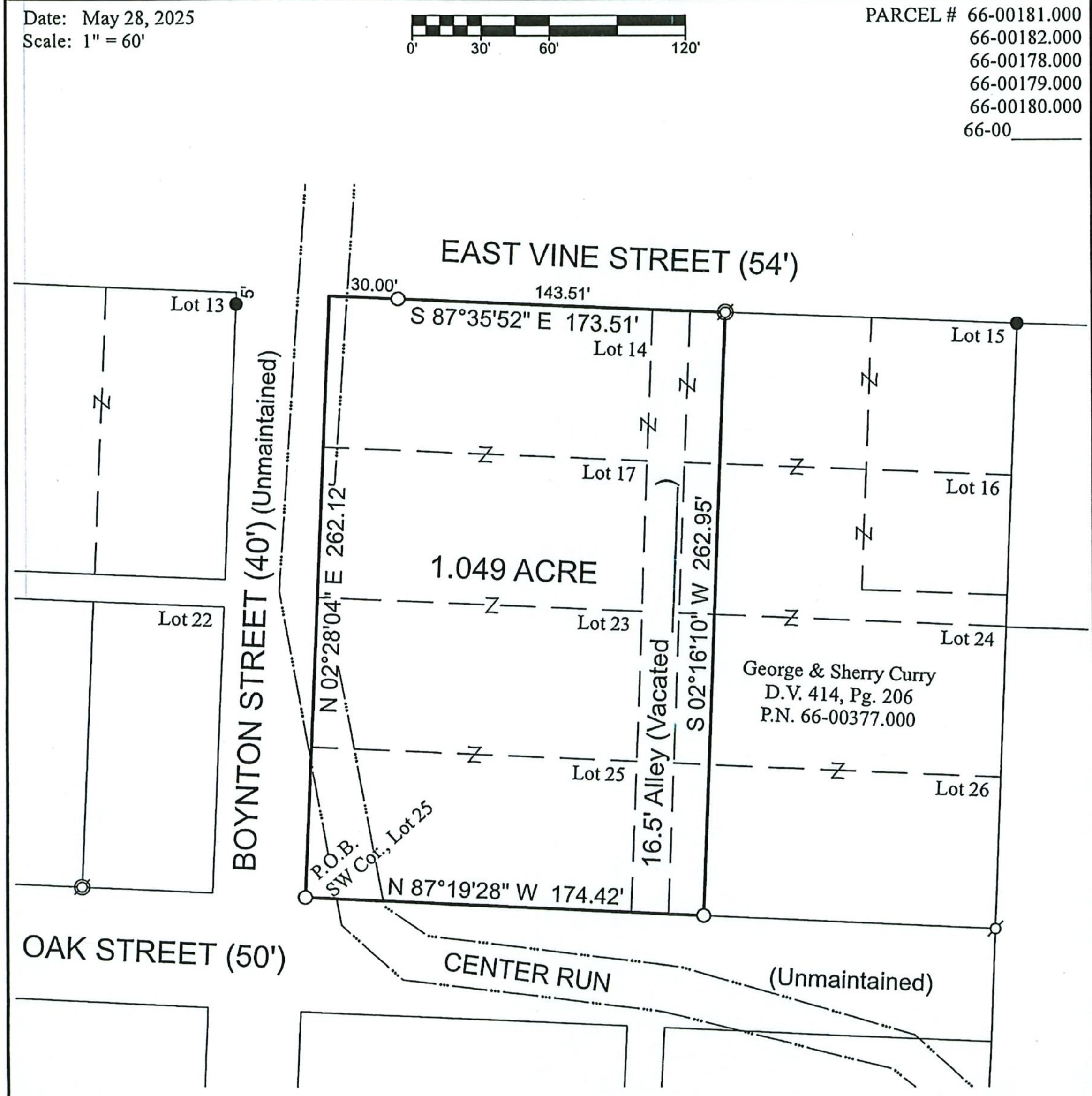
THOMAS M. TRACY, PS
1941-2002

SURVEY FOR: John & Cathy Goeppinger, Deed Volume 390, Page 666

LOCATION: All of Lots 14, 17, 23, and 25, part of Lots 15, 16, 24, and 26, and part of a vacated alley in Boynton and Hills Addition, City of Mount Vernon, U.S.M.L., Knox County, Ohio

Date: May 28, 2025
Scale: 1" = 60'

PARCEL # 66-00181.000
66-00182.000
66-00178.000
66-00179.000
66-00180.000
66-00______



○ Iron Pin Set (5/8" x 30") Capped "Tracy & Mills"
● 5/8" Iron Pin Found
1/2" Iron Pipe Found
3/4" Iron Pipe Found

North based on the south right of way line of East Vine Street per Survey Volume T, Page 255.

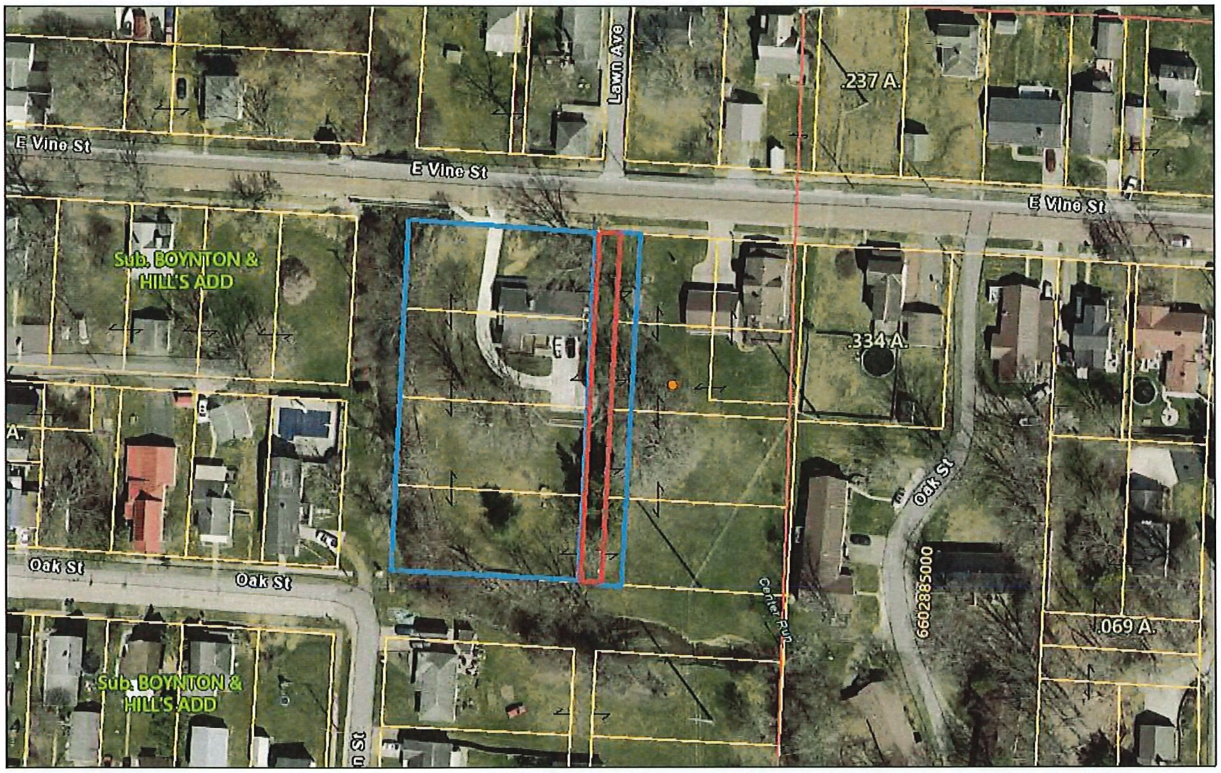
STATE OF OHIO
AMY BERNICKEN
S-8571
REGISTERED
PROFESSIONAL SURVEYOR

CERTIFICATION: We hereby certify that the foregoing survey was prepared from actual field measurements, in accordance with Chapter 4733-37, Ohio Administrative Code.

David R. Mills, Surveyor No. 7157
Amy Bernicken, Surveyor No. 8571

Z:\Carlson 2022\66-00181.000 Goeppinger\66-00181.000.dwg

Goeppinger 1000 E Vine ST



7/10/2025, 12:51:48 PM

Parcels

1:1,438

0 50 100 200 ft

0 15 30 60 m

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community; Source: Esri, Maxar, Earthstar

Knox County Ohio

©Knox County Ohio 2025

BLUE: Properties owned by Goeppingers
RED: area requested for vacation

City Council
City of Mount Vernon
Mount Vernon, OH 43050

SCHEDULED

ORDINANCE 2025-27

Meeting: 08/25/25 7:30 PM
Dept: Land Use and Development
Keener, Mahan
Category: Bonds
Prepared By: Rob Broeren
Initiator: Zac Sherman
DOC ID: 4285

APPROVING THE ISSUANCE OF TAX-EXEMPT SPECIAL OBLIGATION PUBLIC INFRASTRUCTURE REVENUE BONDS BY THE MOUNT VERNON NEW COMMUNITY AUTHORITY IN A MAXIMUM AUTHORIZED AMOUNT OF $3,000,000; AUTHORIZING THE EXECUTION OF THE COOPERATIVE AGREEMENT; AUTHORIZING AND APPROVING RELATED ITEMS; AND DECLARING AN EMERGENCY.

WHEREAS, MTV322 LLC and Liberty Crossing MDG LLC (the "Developer") have acquired certain real property which is located within the jurisdiction of the City of Mount Vernon, Ohio (the "City") and the jurisdiction of the Mount Vernon New Community Authority (the "Authority"), with plans to construct approximately 93 single family homes, 42 patio homes, 112 townhomes, and 228 multi-family housing units and related improvements thereon; and

WHEREAS, in accordance with Ohio Revised Code Section 5709.40(C) and pursuant to Ordinance 2025-14 (the "Incentive District TIF Ordinance"), the City has created the Liberty Crossing Incentive District, and granted an exemption for one hundred percent (100%) of the increase in assessed value to each parcel of real property located within the Liberty Crossing Incentive District for up to thirty (30) years as further described in the Incentive District TIF Ordinance; and

WHEREAS, in accordance with Ohio Revised Code Section 5709.40(B) and pursuant to Ordinance 2025-15 (the "Commercial TIF Ordinance"), the City has granted an exemption for one hundred percent (100%) of the increase in assessed value to each parcel of real property within the Site (as defined in the Commercial TIF Ordinance) for up to thirty (30) years; and

WHEREAS, the Developer, the City, and the Authority desire to enter into a Cooperative Agreement to provide for, among other things, financing portions of the Public Infrastructure Costs (as defined in the Cooperative Agreement) with debt issued by the Authority that is secured by Available TIF Revenue (as defined in the Cooperative Agreement), in part, with the approval of the City; and

WHEREAS, the Authority plans to authorize the issuance of its Tax-Exempt Special Obligation Public Infrastructure Revenue Bonds in a maximum authorized amount of $3,000,000 (the "Series 2025 Bonds"), secured in part by Available TIF Revenue from (i) the Liberty Crossing Incentive District, and (ii) the Commercial TIF Ordinance Site; and

WHEREAS, proceeds from the Series 2025 Bonds will be used to pay for Public Infrastructure Costs related to the portions of the Public Project described on Exhibit A (the "Series 2025 Project"); and

WHEREAS, the Authority, the Developer, and the City now desire to enter into the Cooperative Agreement, a draft of which is attached hereto as Exhibit B (the "Cooperative Agreement"), to set the priority of disbursements of Available TIF Revenue and Available NCA Revenue in order to secure the Series 2025 Bonds.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mount Vernon that:

SECTION 1: City Approvals Related to Series 2025 Bonds. This Council approves the issuance by the Mount Vernon New Community Authority of Tax-Exempt Special Obligation Public Infrastructure Revenue Bonds in the maximum authorized amount of $3,000,000 (Series 2025 Project) (the "Series 2025 Bonds"), which are anticipated to be secured in part by the Available TIF Revenue. Further, this Board approves the scope of the Public Infrastructure Costs described on Exhibit A hereto, and the use of proceeds from the Series 2025 Bonds to pay or reimburse the Developer for such Public Infrastructure Costs.

SECTION 2: Cooperative Agreement. This Council approves the Cooperative Agreement and authorizes and directs the Mayor, the City Auditor, or other appropriate officers of the City, to finalize and sign the Cooperative Agreement in substantially the form attached as Exhibit B hereto, together with any changes that are not substantially adverse to the City, which shall be established conclusively by such officer's signature thereon.

SECTION 3: Further Authorizations. This Council further hereby authorizes and directs the Mayor, the City Auditor, or other appropriate officers of the City, to prepare and sign any documents, certificates, instruments, financing statements, agreements, tax certificates or tax compliance agreements as may be required by Bond Counsel for the Series 2025 Bonds, and any amendments thereto that are not substantially adverse to the City, which shall be established conclusively by such officer's signature thereon. The Mayor, the City Auditor, or other appropriate officers of the City are further authorized and directed to take any and all other actions as may be necessary and appropriate to implement this Ordinance, including without limitation, hiring a TIF Administrator in accordance with the terms of any Administration Agreement, and executing any agreements necessary or advisable to secure the services of the TIF Administrator.

SECTION 4: Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

SECTION 5: Emergency. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to aid the financing of infrastructure for new development without delay, and said Ordinance shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to this Council; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

EXHIBIT A

Public Infrastructure Costs for Series 2025 Project

The Series 2025 Project includes the Public Infrastructure Costs (as defined in the Cooperative Agreement) in connection with the following elements of the Public Project.

Public Improvements	
Water - All 12" and 8" SFH Main	$1,378,000.00
Water Borings (3 Stream, 2 Roads)	$150,000.00
Sanitary	$712,000.00
Sanitary Borings (2 Streams, Jack/Bore)	$150,000.00
Turn Lane	$675,000.00
Engineering	$350,000.00
Fees and Permits	$50,000.00
Total Public Improvements	$3,465,000.00

COOPERATIVE AGREEMENT

by and among

CITY OF MOUNT VERNON, OHIO

and

MTV322 LLC

and

LIBERTY CROSSING MDG LLC

and

MOUNT VERNON NEW COMMUNITY AUTHORITY

relating to

LIBERTY CROSSING DEVELOPMENT

---

dated as of

____________, 2025

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT (this "Agreement") is made and entered into this ____ day of _________, 2025 (the "Effective Date") by and among THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, OHIO (the "City Council"), acting for and on behalf of the City of Mount Vernon, Ohio (the "City"), MOUNT VERNON NEW COMMUNITY AUTHORITY , a new community authority organized under Chapter 349 of the Ohio Revised Code (the "NCA"), and MTV322 LLC, an Ohio limited liability company, and LIBERTY CROSSING MDG LLC, an Ohio limited liability company (collectively, the "Developer").

RECITALS

WHEREAS, the NCA was properly formed and organized pursuant to a petition (the "Petition"), a copy of which is on file in the offices of the NCA and the City, and in accordance with Chapter 349 of the Ohio Revised Code (the "NCA Act");

WHEREAS, the Developer has presented to the City and the NCA its plan to develop approximately 104.577± acres of real property situated in the City, and being more particularly described in Exhibit A hereto (the "Property") with approximately 93 single family homes, 42 patio homes, 112 townhomes, and 228 multi-family housing units and related improvements thereon to be known as the Liberty Crossing Development (the "Project");

WHEREAS, the development of the Project will confer substantial benefits, including additional residential units, commercial and retail development, jobs and revenue, upon the City and its constituents, while encouraging significant development within the City and in the surrounding area;

WHEREAS, the NCA, acting through the Developer as its limited agent, will construct or cause to be constructed certain public infrastructure improvements that benefit the Property;

WHEREAS, upon their completion, and subject to acceptance by the City, all streets, roads, curbs, and public rights-of-way properly constructed to City standards (but excluding lanes and alleys not accepted for dedication by the City), and stormwater infrastructure system improvements properly constructed to County standards within public rights-of-way (but excluding stormwater infrastructure system improvements on private property or NCA-owned property) constructed by or on behalf of the NCA within the Property will be dedicated over to the City under and subject to the rules and regulations of the City, free of any liens, encumbrances, or other title exceptions;

WHEREAS, certain other infrastructure improvements within the Property will be dedicated to the NCA or another governmental entity subject to the rules and regulations of the entity accepting the improvements, and free of any liens, encumbrances, or other title exceptions;

WHEREAS, the Developer has requested that the City provide certain services with respect to the City Dedicated Improvements and otherwise within the Property, which services are described more particularly in the Development Agreement (the "Development Agreement"), dated as of ____________, 2025, between the City and the Developer, and this Agreement;

WHEREAS, pursuant to Ordinances 2025-14 and 2025-15, the City has approved a tax increment financing program exempting from real property taxation certain improvements to real property within the Property to facilitate the development of certain public infrastructure improvements (the "TIF Program");

WHEREAS, the City seeks to provide the services described in the Development Agreement and this Agreement within the Property and for the benefit of the Developer;

WHEREAS, the NCA may provide funding, which may be secured by Available TIF Revenue and Available NCA Revenue, to assist with the construction consisting of certain components of the Public Project (as defined herein) within and adjacent to the Property;

WHEREAS, the NCA has recorded Instrument No. _____-_____ on ____________, 2025 with the Knox County Recorder a Declaration of Covenants and Restrictions (the "Declaration") applicable to the territory of the NCA;

WHEREAS, the Developer has recorded Instrument No. ____-______ on ____________, 2025 with the Knox County Recorder a First Supplemental Declaration to the Declaration of Covenants and Restrictions for the Authority (the "First Supplemental Declaration") which places the Charge, as defined herein, on the Property, among other things, and the revenue from such Charge will be used to pay administrative expenses of the NCA, to reimburse the City for property taxes lost as a result of using the TIF Program, to pay TIF Program administrative expenses, and related to the Public Project within the Property, to pay or reimburse the Developer for costs of acquiring and constructing the Public Project, to pay debt service on any NCA Debt, and to pay or reimburse other costs of the NCA or the Developer under the NCA Act, if any;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the authority in Sections 9.482, 349.06(I), and 349.06(S) of the Ohio Revised Code;

WHEREAS, the NCA passed Resolution No. 2025-___, dated _________, 2025, authorizing the Chairperson of the NCA to enter into this Agreement on the NCA's behalf; and

WHEREAS, the City Council passed Ordinance No. 2025-___, dated _________, 2025, authorizing the City to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

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ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 have the meanings set forth set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2 Definitions. As used herein:

"Administrative Expenses" has the meaning given to such term in the Declaration.

"Agreement" means this Cooperative Agreement, including all exhibits, as the same may be amended from time to time.

"Available NCA Revenue" means the Debt Charge, less any Administrative Expenses.

"Available TIF Revenue" means payments in lieu of taxes actually received by the City as a result of the application of the TIF Program to the Property, less (i) any amounts payable by the City to the County, the Mount Vernon City School District or the Knox County Career Center pursuant to the TIF Ordinances, and (ii) any amounts withheld by the City pursuant to Section 9.2 of this Agreement.

"Authorized Purposes" has the meaning given to such term in the Declaration.

"City Dedicated Improvements" means the following elements of the Public Project to be accepted for dedication by the City upon completion: (i) streets, roads, curbs, and public rights-of-way properly constructed to City standards (but excluding lanes and alleys not accepted for dedication by the City); (ii) stormwater infrastructure system improvements properly constructed to County standards within public rights-of-way (but excluding stormwater infrastructure system improvements on private property or NCA-owned property); and (iii) any other elements of the Public Project accepted for dedication by the City in its sole and exclusive discretion.

"Charge" means the community development charges permitted under the NCA Act and collected by the NCA in accordance with the Declaration and First Supplemental Declaration, including all applicable penalties, interest and costs pertaining to any unpaid amount, which Charge shall consist of a CRA Abatement Replacement Charge as defined in the First Supplemental Declaration, a 2-mill charge applied against the assessed value of the Project, an additional 2-mill charge to be used by the NCA in accordance with the First Supplemental Declaration, and a minimum assessed valuation charge to the extent that Available TIF Revenue is insufficient to support payment of Debt Service and Administrative Expenses.

"Commercial TIF Ordinance" means Ordinance 2025-15 adopted by the City Council of the City on June 23, 2025, pursuant to Ohio Revised Code Section 5709.40(B) and declaring that 100% of the increase in the assessed value of a portion of the Property subsequent to the effective date of that resolution to be a public purpose and exempt from taxation for up to thirty

(30) years in accordance with the requirements of the Commercial TIF Statute, as that resolution may be amended from time to time.

"**Commercial TIF Statute**" means Ohio Revised Code Sections 5709.40(B), 5709.42 and 5709.43, and related provisions of law, as the same may be amended from time to time.

"**County**" means the County of Knox, Ohio.

"**Debt Charge**" means the portion of the Charge established each year by the NCA as to pay Debt Service expenses and Administrative Expenses with respect to Obligations issued or incurred, if any, by the NCA.

"**Declaration**" means the Declaration of Covenants and Restrictions for the NCA, recorded in the official records of the Knox County Recorder's Office as Instrument No. _________.

"**Developer**" has the meaning given in the introductory paragraph of this Agreement, together with any permitted successors and assigns.

"**Developer Reimbursement Amount**" means (i) any amount advanced by the Developer to the NCA or paid by the Developer on behalf of the NCA for Public Infrastructure Costs, Administrative Expenses, and any other costs or expenses of the NCA, and (ii) any amount advanced by the Developer or paid by the Developer for such aforementioned costs that are eligible for payment from Available TIF Revenue.

"**Development Agreement**" means the Development Agreement dated as of ____________, 2025, between the NCA and the City, as the same may be amended from time to time pursuant to its terms, describing, among other things, the services to be provided by the City for the benefit of the Developer and the payments to be made by the Developer to the City.

"**Incentive District TIF Ordinance**" means Ordinance 2025-14 adopted by the City Council of the City on June 13, 2025, pursuant to Ohio Revised Code Section 5709.40(C) to create the Liberty Crossing Incentive District and declaring that 100% of the increase in the assessed value of certain portions of the Property subsequent to the effective date of that resolution to be a public purpose and exempt from taxation for up to thirty (30) years in accordance with the requirements of the Incentive District TIF Statute, as that resolution may be amended from time to time.

"**Incentive District TIF Statute**" means Ohio Revised Code Sections 5709.40(C), 5709.42 and 5709.43, and related provisions of law, as the same may be amended from time to time.

"**Issuance Costs**" means all costs incident to the issuance of the NCA Debt, if any, including underwriting fees or discounts, bond counsel fees, NCA counsel fees, and other usual and customary fees incurred in connection with the issuance of municipal debt, including, without limitation, the Public Parties' attorneys' fees incurred in connection with the Project Agreements.

"<u>Legal Requirements</u>" means all applicable laws, statutes, ordinances, rules and regulations of governmental authorities.

"<u>NCA</u>" means Mount Vernon New Community Authority, a new community authority created pursuant to the NCA Act.

"<u>NCA Act</u>" means Chapter 349 of the Ohio Revised Code, as the same may be amended from time to time.

"<u>NCA Board</u>" means the Board of Trustees of the NCA.

"<u>NCA Debt</u>" means the debt of the NCA, if any, to finance Public Infrastructure Costs, which may be issued in separate series.

"<u>Obligations</u>" means any bonds, notes, loans, obligations or other debt, including refunding bonds, whether in one or more series, issued or incurred by the NCA to pay the costs of any Authorized Purposes, in accordance with the Declaration. For the avoidance of doubt, any obligation owed by the NCA to the Developer under this Agreement to pay Developer Reimbursement Amounts shall constitute an "Obligation" under this Agreement and under the Declaration.

"<u>Other Dedicated Improvements</u>" means the following elements of the Public Project: (i) civic spaces, civic buildings and amenities, including parks, plazas, greens, squares, playgrounds, pocket parks, and other indoor and outdoor recreational facilities, trails and paths, regional bike paths, and multi-purpose trails; (ii) sidewalks, and parking facilities; (iii) lanes and alleys not accepted for dedication by the City; (iv) street lighting and public space lighting; (v) infrastructure for water, sewer, and other public utility services; (vi) stormwater infrastructure system improvements located on private property or NCA-owned property; (vii) landscaping, trees, and signage; (viii) traffic signals, signage, roundabouts, intersection improvements and other improvements to facilitate efficient motor vehicle, bicycle and pedestrian travel; (ix) equipment and storage facilities to be used to operate, maintain, and repair the Public Project improvements; and (x) any other "public infrastructure improvements" as defined under the TIF Act or any other "community facilities" as defined under the NCA Act, as the same may be amended from time to time, that may be approved from time to time as "Other Dedicated Improvements" by the City.

"<u>Other Government</u>" means any political subdivision, governmental entity, or other unit of government other than the City or the NCA that intends to accept any portion of the Public Project for dedication for public use.

"<u>Parties</u>" mean, collectively, the City, the Developer and the NCA, with each of the City, the Developer or the NCA in its respective individual capacity referred to as a "<u>Party</u>".

"**<u>Petition</u>**" means the Petition filed by the City with the City Council of the City for the formation of the NCA and the development of the NCA district, as the same may be amended from time to time. A copy of the Petition is on file with the NCA and the City.

"<u>Private Project</u>" means the improvements identified in the Liberty Crossing PND Comprehensive Development Plan not included in the Public Project.

"**Project**" has the meaning given in the first recital paragraph of this Agreement, and consists of the Private Project and the Public Project.

"**Project Agreements**" mean, collectively, this Agreement, the Development Agreement, any maintenance and management agreement between the NCA and the Developer, and any other agreement or document between or among various of the Parties with respect to the Project, with each such agreement or document referred to individually as a "Project Agreement".

"**Property**" has the meaning given in the first recital paragraph of this Agreement.

"**Public Infrastructure Costs**" means the costs of designing, constructing and equipping the Public Project as reviewed and approved by the Public Parties, as appropriate, including, without limitation, the costs of the public infrastructure improvements described and authorized in the TIF Ordinances, the categories of costs for permanent improvements set forth in Section 133.15, Ohio Revised Code, the Public Parties' attorneys' fees and costs, as agreed to by the Developer and approved by the NCA Board through its budget approval process, but such agreement by the Developer shall only be required if Available NCA Revenue is not sufficient to pay such attorneys' fees and costs. Public Infrastructure Costs include the costs of any portion of the Public Project set forth in Exhibit B.

"**Public Infrastructure Property**" means that portion of the Property upon which all or a portion of the City Dedicated Improvements, Other Dedicated Improvements, and other portions of the Public Project will be constructed, as approved by the appropriate Public Parties, including, but not limited to the City with respect to Public Infrastructure Costs reimbursed or paid from Available TIF Revenue, or the NCA with respect to Public Infrastructure Costs reimbursed or paid from Available NCA Revenue, as approximately identified in the Economic Development Plan and as will be finally identified in the subdivision plat(s) for the Property.

"**Public Parties**" mean, collectively, the City and the NCA, with each of the City, or the NCA in its respective individual capacity referred to as a "Public Party".

"**Public Project**" means that portion of the Project consisting of the City Dedicated Improvements, the Other Dedicated Improvements, and any other infrastructure improvements eligible for payment or reimbursement under the TIF Act or the NCA Act approved by the NCA, as appropriate, and the City.

"**Public Project Plans**" means the detailed final working drawings and specifications and addenda thereto for the construction of the Public Project.

"**State**" means the State of Ohio.

"**Stormwater System**" means the stormwater system within the Public Infrastructure Property and part of the City Dedicated Improvements and the Other Dedicated Improvements.

"**TIF Act**" means, collectively, the Commercial TIF Statute, the Incentive District TIF Statute, and related provisions of law, as the same may be amended from time to time.

"**TIF Ordinances**" means, collectively or individually as appropriate, the Commercial TIF Ordinance and the Incentive District TIF Ordinance.

"**TIF Program**" means the tax increment financing exemptions granted by the City on the Property established pursuant to Section 5709.40(B) and (C) of the Ohio Revised Code pursuant to the TIF Ordinances.

"**Trustee**" means the trustee under a trust agreement or similar instrument for the NCA Debt, if any.

Section 1.3 Interpretation. Any reference in this Agreement to a Public Party or to any officers of a Public Party includes those entities or officials succeeding to their 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 a section, provision or chapter of the Ohio Revised Code includes the section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided*, that no amendment, modification, revision, supplement or superseding section, provision or chapter will be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of any Party under this Agreement.

Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

(End of ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1 General Agreement Among Parties. For the reasons set forth in the Recitals of this Agreement, which are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate to facilitate the construction of the Project in a manner consistent the terms of this Agreement.

Section 2.2 Developer Obligations. The Developer shall construct or cause to be constructed the Project at its sole cost and expense. All Public Infrastructure Costs in excess of the amounts contributed by the Public Parties or any Other Government to design, construct and complete the Public Project shall be paid or advanced by the Developer. Amounts paid or advanced by the Developer may be reimbursed with the proceeds of NCA Debt in consideration for the contribution to the Public Infrastructure Costs so paid or advanced by the Developer, subject to approval from the City if such NCA Debt will be secured by Available TIF Revenue, and subject to all other obligations of the NCA under this Agreement, the Declaration, and the Development Agreement.

Section 2.3 NCA Obligations. The NCA shall (i) maintain and operate the Other Dedicated Improvements to the extent that the City or an Other Government has not accepted the responsibility, (ii) levy and collect the Charge in accordance with the First Supplemental Declaration and use revenue from the Charge (1) to pay for certain Public Infrastructure Costs and Administrative Expenses incurred by the Developer, the NCA or the City, (2) to pay NCA Debt, if any, and (3) for any other Authorized Purposes (as defined in the Declaration).

Section 2.4 City Obligations. The City shall (i) maintain and operate the City Dedicated Improvements to the extent provided in the Development Agreement, and as provided under Ohio law, (ii) administer the TIF Program, and (iii) subject to the terms and conditions set forth in this Agreement, disburse Available TIF Revenue to the Trustee to pay for Public Infrastructure Costs.

Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to disburse any funds except Available TIF Revenue to the Trustee or otherwise pay any obligations under this Agreement except to the extent of Available TIF Revenue. Upon expiration of the latest tax increment financing exemption authorized as part of the TIF Program, the City shall have no further obligations under this Agreement.

Section 2.5 Term of Agreement. This Agreement is effective as of the Effective Date and will continue until the later of (i) the expiration of the latest tax increment financing exemption authorized as part of the TIF Program, (ii) the date of the dissolution of the NCA as provided in the Declaration, and (iii) the date that all of the covenants and obligations of the Parties set forth herein are fulfilled in accordance with the terms, conditions, and obligations of this Agreement, unless earlier terminated in accordance with the provisions set forth in this Agreement.

(End of ARTICLE II)

ARTICLE III

REPRESENTATIONS OF THE PARTIES; DUE DILIGENCE

Section 3.1 **Representations by the NCA.** The NCA represents to the other Parties as follows:

(a) The NCA has the power and authority to enter into and perform the Project Agreements to which it is a party.

(b) This Agreement has been duly authorized, executed and delivered by the NCA and constitutes the legal, valid and binding obligation of the NCA enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with the Project Agreements to which it is a party has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which the NCA is bound or any legal requirement applicable to the NCA.

(d) There is no action, proceeding or investigation pending or, to the NCA's actual knowledge, threatened, which questions, directly or indirectly, the validity or enforceability of the Project Agreements to which it is a party or any action taken or to be taken pursuant to those agreements.

(e) There does not exist any Default by the NCA or fact or circumstance which, with the giving of notice, the passage of time or both, could become a Default by the NCA.

Section 3.2 **Representations by the City.** The City represents to the other Parties as follows:

(a) The City has the power and authority to enter into and perform the Project Agreements to which it is a party.

(b) This Agreement has been duly authorized, executed and delivered by the City and constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with the Project Agreements to which it is a party has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which the City is bound or any legal requirement applicable to the City.

(d) There is no action, proceeding or investigation pending or, to the City's actual knowledge, threatened, which questions, directly or indirectly, the validity or enforceability of the Project Agreements to which it is a party or any action taken or to be taken pursuant to those agreements.

(e) There does not exist any Default by the City or fact or circumstance which, with the giving of notice, the passage of time or both, could become a Default by the City.

(f) The TIF Ordinances have been duly adopted or passed, are in full force and effect, and are not subject to repeal by referendum. For so long as any NCA Debt remains outstanding to which Available TIF Revenue is pledged, the City will continue to collect or cause to be collected the Available TIF Revenue and will not amend, repeal or change the TIF Ordinances in any way that materially and adversely affects or impairs (a) the sufficiency of the receipts of the Available TIF Revenue collected or otherwise available for payment of NCA Debt and funding of the required reserves, or (b) the pledge or application of Available TIF Revenue to the payment of NCA Debt and funding of any required reserves.

(g) The City shall not, for so long as any NCA Debt to which Available TIF Revenue is pledged and outstanding, apply the Available TIF Revenue except in accordance with this Agreement, or make a parity pledge of the Available TIF Revenue to any debt other than the NCA Debt.

Section 3.3 <u>Representations by MTV322 LLC</u>. MTV322 LLC represents to each of the other Parties as follows:

(a) MTV322 LLC is a limited liability company duly organized and validly existing under the laws of the State of Ohio and has the power and authority to enter into and perform the Project Agreements.

(b) This Agreement has been duly authorized, executed and delivered by MTV322 LLC and constitutes the legal, valid and binding obligation of MTV322 LLC enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with the Project Agreements has resulted or will result in any violation of, or a conflict with or a default under, the organizational documents of MTV322 LLC, any judgment, decree, order, contract or agreement by which MTV322 LLC is bound, or any legal requirement applicable to MTV322 LLC.

(d) There is no action, proceeding or investigation pending or, to MTV322 LLC's actual knowledge, threatened, which questions, directly or indirectly, the validity or enforceability of the Project Agreements or any action taken or to be taken pursuant to the Project Agreements, or which might result in any material adverse change in the condition (financial or otherwise) or business of MTV322 LLC.

(e) The financial information and other documents and information regarding the Project furnished or made available to the Public Parties in anticipation of this Agreement were in all material respects true and correct on the dates furnished or made available, and since their dates no material adverse change in the financial condition of MTV322 LLC has occurred.

(f) There does not exist any Developer Default or fact or circumstance which, with the giving of notice, the passage of time or both, could become a Developer Default.

(g) No representation or warranty of MTV322 LLC in this Agreement or in any of the Project Agreements to which it is a party, contain any untrue statement of material fact or omits a statement of a material fact necessary in order to make such representation or warranty not misleading in light of the circumstances under which it is made.

(h) MTV322 LLC is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517, including, but not limited to, division (I) of Ohio Revised Code Section 3517.13.

(i) MTV322 LLC is currently in compliance with, and not currently in violation of, any provisions of Ohio Revised Code Section 2921.42 that may be applicable to it, and that (i) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code Sections 102.01 et seq., 2921.01, 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

(j) MTV322 LLC is not aware of any finding for recovery having been issued against it by the Auditor of the State of Ohio which is "unresolved" under Ohio Revised Code Section 9.24.

Section 3.4 **<u>Representations by Liberty Crossing MDG LLC</u>.** Liberty Crossing MDG LLC represents to each of the other Parties as follows:

(a) Liberty Crossing MDG LLC is a limited liability company duly organized and validly existing under the laws of the State of Ohio and has the power and authority to enter into and perform the Project Agreements.

(b) This Agreement has been duly authorized, executed and delivered by Liberty Crossing MDG LLC and constitutes the legal, valid and binding obligation of Liberty Crossing MDG LLC enforceable in accordance with its terms.

(c) Neither the entry into nor the performance of and compliance with the Project Agreements has resulted or will result in any violation of, or a conflict with or a default under, the organizational documents of Liberty Crossing MDG LLC, any judgment, decree, order, contract or agreement by which Liberty Crossing MDG LLC is bound, or any legal requirement applicable to Liberty Crossing MDG LLC.

(d) There is no action, proceeding or investigation pending or, to Liberty Crossing MDG LLC's actual knowledge, threatened, which questions, directly or indirectly, the validity or enforceability of the Project Agreements or any action taken or to be taken pursuant to the Project Agreements, or which might result in any material adverse change in the condition (financial or otherwise) or business of Liberty Crossing MDG LLC.

(e) The financial information and other documents and information regarding the Project furnished or made available to the Public Parties in anticipation of this Agreement were in all material respects true and correct on the dates furnished or made available, and since their dates no material adverse change in the financial condition of Liberty Crossing MDG LLC has occurred.

(f) There does not exist any Developer Default or fact or circumstance which, with the giving of notice, the passage of time or both, could become a Developer Default.

(g) No representation or warranty of Liberty Crossing MDG LLC in this Agreement or in any of the Project Agreements to which it is a party, contain any untrue statement of material fact or omits a statement of a material fact necessary in order to make such representation or warranty not misleading in light of the circumstances under which it is made.

(h) Liberty Crossing MDG LLC is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517, including, but not limited to, division (I) of Ohio Revised Code Section 3517.13.

(i) Liberty Crossing MDG LLC is currently in compliance with, and not currently in violation of, any provisions of Ohio Revised Code Section 2921.42 that may be applicable to it, and that (i) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code Sections 102.01 et seq., 2921.01, 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

(j) Liberty Crossing MDG LLC is not aware of any finding for recovery having been issued against it by the Auditor of the State of Ohio which is "unresolved" under Ohio Revised Code Section 9.24.

Section 3.5 Due Diligence.

(a) Developer. On or before the Effective Date, the Developer, if requested by any Public Party, shall furnish to each Public Party, all in form and substance reasonably satisfactory to each Public Party, organizational and authorizing documents for the Developer establishing that the Developer is a limited liability company duly organized and validly existing under the laws of the State Ohio and has the power and authority to enter into and perform this Agreement, and establishing that this Agreement has been duly authorized, executed and delivered by the Developer.

Upon request by a Public Party in connection with payment of any Developer Reimbursement Amount or the closing of any NCA Debt, if any, the Developer will provide to the requesting Public Party, in form and substance reasonably satisfactory to the requesting Public Party, (i) a certificate confirming the representations of the Developer set forth in this Agreement or in any of the other Project Agreements and (ii) an opinion of Developer's counsel, subject to customary assumptions, qualifications and limitations, confirming that the Project Agreements to which the Developer is a party have been duly authorized, executed and delivered by the Developer and constitute the legal, valid and binding obligations of the Developer enforceable in accordance with their terms and that neither the entry into nor the performance of and compliance with those Project Agreements have resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which the Developer is bound and any legal requirement applicable to the Developer.

(b) Public Parties. Upon request by the Developer each Public Party, if requested, will provide to the Developer, in form and substance reasonably satisfactory to the Developer, an opinion of the Public Party's counsel, subject to customary assumptions, qualifications and limitations, confirming that the Project Agreements to which the Public Party is a party have been duly authorized, executed and delivered by that Public Party and constitute the legal, valid and binding obligations of the Public Party enforceable in accordance with their terms and that neither the entry into nor the performance of and compliance with those Project Agreements have resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which the Public Party is bound and any legal requirement applicable to the Public Party.

(End of ARTICLE III)

ARTICLE IV

NEW COMMUNITY AUTHORITY

Section 4.1 NCA Generally. The NCA has been formed in accordance with the NCA Act for the purposes of (i) encouraging the orderly development of the Property in accordance with the New Community Development Program described in the Petition that was approved by the Board of Commissioners of Knox County, Ohio on August 14, 2023, and (ii) other Authorized Purposes described in the Declaration.

Section 4.2 First Supplemental Declaration. The Developer has recorded the First Supplemental Declaration on the Property. The NCA has approved and joined in the First Supplemental Declaration and the related restrictions on the Property. Pursuant to the First Supplemental Declaration and in furtherance of the Authorized Purposes described in the Declaration, the NCA shall levy the Charge on certain parcels within the Property. The NCA shall use the Charge revenue for the purposes identified in the First Supplemental Declaration and in this Agreement. The Developer and the NCA shall perform all obligations of the Developer and the NCA identified in the First Supplemental Declaration for the benefit of the Developer, the NCA, the City, and the residents of the City.

Section 4.3 Development Agreement. The Developer has entered into the Development Agreement with the City to ensure the adequate provision of certain infrastructure and certain services required by the New Community Development Program for the benefit of the NCA. While the Development Agreement is in effect, the Developer shall pay to the City all fees and costs as provided in the Development Agreement. Notwithstanding anything to contrary in this Agreement, the Developer's full payment of the fees and costs then due and payable in accordance with the Development Agreement shall be a condition precedent to the City's disbursements of Available TIF Revenue, if any.

Section 4.4 Issuance of NCA Debt. The Parties acknowledge that the NCA may issue NCA Debt in an amount sufficient, and no greater than that required, to finance portions of the Public Infrastructure Costs, to fund debt service reserves and capitalized interest, and to pay any Issuance Costs, as long as the Administrative Expenses are paid prior to any debt service on NCA Debt.

Any NCA Debt issued to fund Public Infrastructure Costs shall be used to pay or reimburse Developer Reimbursement Amounts, pay or reimburse Issuance Costs, or to be deposited into a trust account held by the Trustee and disbursed in a manner consistent with this Agreement as provided in a trust agreement among the Trustee and the NCA.

Any NCA Debt shall be approved by the NCA and the City prior to the NCA issuing or incurring the NCA Debt; provided, that City approval will only be required if such NCA Debt is secured by Available TIF Revenue. The City will not be required to issue general or special obligation debt or to pledge any tax revenue stream in support of the NCA Debt other than Available TIF Revenue.

The Developer shall provide any necessary information as to the Project and representations as to the accuracy of that information as the Public Parties may reasonably require in the NCA's efforts to market and sell the NCA Debt, including, but not limited to, providing descriptions of the Project and the Developer for inclusion in the preliminary and final official statements and participating in discussions with and providing information to any rating agencies from which a rating on any NCA Debt is requested. Notwithstanding the foregoing, the Parties hereby agree that if the Public Parties agree to have debt issued to finance the Public Infrastructure Costs by a governmental entity other than the NCA, nothing herein shall prohibit such debt from being issued by a governmental entity other than the NCA.

Section 4.5 **<u>Developer Guarantee of NCA Expenses</u>.** The Parties acknowledge that there will be no Available TIF Revenue or Available NCA Revenue to contribute to the construction of the Public Project and other Authorized Purposes of the NCA until such time as payments in lieu of taxes under the TIF Program are received by the City and Charge revenue is received by the NCA, respectively. The Parties further acknowledge that even after payments in lieu of taxes under the TIF Program are received by the City and Charge revenue is received by the NCA, the Available TIF Revenue and Available NCA Revenue may be insufficient to cover actual out-of-pocket Administrative Expenses of the NCA, including the Administrative Expenses paid to the City. Furthermore, the Parties acknowledge that not all Administrative Expenses of the NCA are eligible public infrastructure improvement expenses under the TIF Act. The Developer shall advance to the NCA an amount necessary to cover any and all of the actual out-of-pocket Administrative Expenses of the NCA, as such advanced amounts are agreed to by the NCA, the Developer, and the City and in accordance with an annual budget approved by the NCA Board, to the extent that Available NCA Revenue and Available TIF Revenue are insufficient; provided, that any Developer consent to such advanced amounts shall not be unreasonably withheld. The amount advanced by the Developer pursuant to this Section shall be eligible for reimbursement as a Developer Reimbursement Amount.

Section 4.6 **<u>TIF Revenue Account</u>.** There is hereby created the "TIF Revenue Account" to be held in the custody of the Trustee. The Trustee shall deposit into the TIF Revenue Account any disbursements of Available TIF Revenue from the City in accordance with Article VII of this Agreement. The Trustee shall disburse funds on deposit in the TIF Revenue Account first, to pay debt service on any NCA Debt that is issued or incurred to finance Public Infrastructure Improvements, and second, to pay debt service on any NCA Debt that is issued or incurred to pay any Developer Reimbursement Amount, and third, to pay any Developer Reimbursement Amount then due and owing; provided, that any payments from the TIF Revenue Account shall be limited to payment for Public Infrastructure Costs eligible for payment under the TIF Ordinances and the TIF Act.

Section 4.7 **<u>NCA Revenue Account</u>.** There is hereby created the "NCA Revenue Account" to be held in the custody of the Trustee. The NCA shall deposit into the NCA Revenue Account any Available NCA Revenue. The Trustee shall disburse funds on deposit in the NCA Revenue Account first, to pay debt service on NCA Debt that is issued or incurred to finance Public Infrastructure Improvements, and second, to pay debt service on any NCA Debt that is issued or incurred to pay any Developer Reimbursement Amount, and third, to pay any Developer Reimbursement Amount then due and owing; provided, that any payments from the NCA Revenue

Account shall be limited to payment for Authorized Purposes eligible for payment under the Declaration.

Section 4.8 **Stormwater Maintenance.** The Developer agrees to make payments to the City in accordance with the Development Agreement in consideration for the City's maintenance of the portions of the Stormwater System that are City Dedicated Improvements. Any expenses incurred by the NCA or the Developer for the portions of the Stormwater System that are Other Dedicated Improvements shall be payable from or eligible for reimbursement from Available NCA Revenue.

Section 4.9 **Books and Records.** The NCA shall retain an independent certified public accountant to prepare financial statements on an annual basis or as required by the State Auditor per Chapter 117 of the Ohio Revised Code. The NCA shall, through the services of the independent certified public accountant, and with the assistance of the Developer and the City, (i) keep separate, complete and accurate books and records regarding the Public Infrastructure Costs, Administrative Expenses, and the allocations of costs among the individual projects and funding sources, in accordance with generally accepted accounting principles consistently applied, and (ii) furnish to the City and the Developer, on an annual basis, a written accounting of such costs and the allocation thereof covering such periods and in such detail as the City and Developer may reasonably request. The City and the Developer may from time to time audit the books and records relating to those matters. The cost of any audit of the books and records performed pursuant to this Section will be an Administrative Expense.

The NCA shall comply with the requirements of Chapter 117 of the Ohio Revised Code, and shall timely submit to the Auditor of the State of Ohio such audits, financial statements, reports, documents, books and records as required by that Chapter 117, on such intervals as the Auditor of the State of Ohio will determine.

(End of ARTICLE IV)

ARTICLE V

TAX INCREMENT FINANCING

Section 5.1 TIF Program Generally. Pursuant to and in accordance with the Commercial TIF Statute and the Commercial TIF Ordinance, one hundred percent (100%) of the increase in assessed value of each parcel subject to the Commercial TIF Ordinance will be exempt from real property taxation for a period commencing on the first day of the first tax year in which there is an improvement with respect to each parcel (as it may be subdivided or combined) attributable to a structure on each parcel that appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) thirty years after the commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and the Commercial TIF Ordinance.

Pursuant to and in accordance with the Incentive District TIF Statute and the Incentive District TIF Ordinance, one hundred percent (100%) of the increase in assessed value of each parcel subject to the Incentive District TIF Ordinance will be exempt from real property taxation for a period commencing on the first day of the first tax year in which there is an improvement attributable to a structure on the parcels (as they may be subdivided or combined) that appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and the Incentive District TIF Ordinance.

Pursuant to the TIF Program, owners of each parcel of real property exempt under any of the TIF Ordinances (collectively, with their heirs, successors and assigns as owners, the "Owners") will make certain service payments in lieu of taxes which shall be deposited into the TIF Fund created by, and in accordance with, the TIF Ordinances. After making semiannual payments as and when required by the TIF Ordinances to the County, the Mount Vernon City School District, and the Knox County Career Center, the City shall make disbursements of Available TIF Revenue from the TIF Fund as provided in Section 7.4 of this Agreement.

Section 5.2 TIF Fund; Assignment of Service Payments. The City agrees that it shall establish the TIF Fund for the deposit of the Service Payments received by the City as a separate fund maintained on the City's books and records and to be held in the custody of a bank with which the City maintains a depository relationship. The City hereby assigns to the NCA all of its right, title and interest in and to the Available TIF Revenue received by the City pursuant to the TIF Ordinances and to be transferred to the Trustee pursuant to this Agreement and any other revenues or property received or to be received by the City upon exercise of remedies against the Owners or the Property hereunder. The City agrees to transfer the Available TIF Revenue to the Trustee in accordance with this Agreement, and the Owners agree that each of the City, the NCA, as assignee of the Available TIF Revenue, and the Trustee, is authorized to take any and all actions, whether at law or in equity, to collect delinquent Service Payments and to cause the lien securing any delinquent Service Payments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings.

Section 5.3 Obligation to Make Service Payments. Pursuant to the TIF Ordinances, the Owners will make certain service payments in lieu of taxes (the "Service Payments") which shall be deposited into the TIF Fund created by, and in accordance with, the TIF Ordinances. Service Payments shall be payable at the same time, and pursuant to the TIF Act, shall be charged and collected in the same manner as real property taxes.

The Developer agrees to file a declaration (the "TIF Declaration") on the Property with the Knox County Recorder to record the declaration, covenants and restrictions of the Owners' obligations under Article V of this Agreement, including without limitation its obligation to make Service Payments, with respect to each parcel it owns are absolute and unconditional covenants running with the land and are binding and enforceable by the City, and that each Owner shall make all Service Payments without abatement, diminution or deduction, regardless of any cause or circumstances whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim which an Owner may have or assert against City or anyone acting by or on behalf of the City, or damage to or destruction of the improvements to the parcels.

The TIF Declaration shall provide that an Owner agrees that each of its covenants contained in the TIF Declaration, including without limitation its obligation to make Service Payments, is a covenant running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against each parcel, any improvements thereon and the Owner of the parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The City has the right in the event of any breach of any covenant herein contained, including without limitation an Owner's obligation to make Service Payments, to exercise all legal and equitable rights and remedies and to maintain all actions or suits at law or in equity as against the Owner and the parcel and any transferee, successor and assign thereof as may be necessary to enforce the Owner's obligations under the TIF Declaration, and to maintain all other proper proceedings to which it may be entitled to cure that breach.

The TIF Declaration shall require that an Owner further agrees that all covenants in the TIF Declaration, including without limitation its obligation to make Service Payments, whether or not these covenants are included by any Owner of the parcel in any deed to that owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City, and that any future owner of the parcel, or any successors or assigns of such Owner, will be treated as an Owner for all purposes of this Agreement and the TIF Declaration.

The TIF Declaration shall require that an Owner further agrees that all covenants in the TIF Declaration, including without limitation its obligation to make Service Payments, will remain in effect so long as the Service Payments can be collected pursuant to the TIF Act and the TIF Ordinances unless otherwise modified or released in writing by the City in a written instrument filed in the Official Records of the Knox County Recorder.

The TIF Declaration shall require that an Owner further agrees that all covenants in the TIF Declaration, including without limitation its obligation to make Service Payments, have priority over any other lien or encumbrance on the parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and each Owner will cause any and all holders of mortgages or other liens existing on the parcel as of the time of recording of the TIF Declaration to subordinate such mortgage or lien to the TIF Declaration. The TIF Declaration shall require that the City and each Owner acknowledge that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of Service Payments, applies to the parcel and any improvements thereon.

Section 5.4 **<u>Release of Transferring Owner; Obligations of Transferee Owner</u>.** Upon any transfer of its entire fee interest in a parcel, provided that the transferring Owner is not then in default, the transferring Owner is released from further liability and obligations to make Service Payments (and comply with other obligations of the Owner) under this Agreement and the TIF Declaration with respect to that parcel effective upon the date of conveyance of its interest in the parcel, but subject to any required proration as of the date of the conveyance. The transferee Owner automatically assumes all of the transferring Owner's obligations under this Agreement and the TIF Declaration, and is bound to the City directly for the full and complete performance of this Agreement and the TIF Declaration with respect to its parcel as if the transferee Owner had been an original contracting party to such obligations.

Section 5.5 **<u>Recordation</u>.** No later than ten (10) days after the Effective Date, the Developer shall record the TIF Declaration in the Knox County, Ohio real property records, prior to any mortgage, assignment, lease or other conveyance of any part of or interest in the Property, and prior to any security instrument encumbering all or any part of or interest in the Property. The TIF Declaration shall provide that during the TIF Program, each Owner will cause all instruments of conveyance of interests in all or any portion of the Property to subsequent mortgagees, successors, lessees, assigns or other transferees to be made expressly subject to the TIF Declaration.

Section 5.6 **<u>Exemption Applications</u>.** The Developer shall file all applications for real property tax exemption together with other required documents and information with the appropriate officials of the State and the County as required to effect and maintain during the term of this Agreement the exemption from real property taxation as provided by the TIF Ordinances. The City agrees to cooperate and to execute those further documents and provide that further information as are reasonably required in connection therewith; provided that the City makes no guaranties regarding the acceptance of any exemption applications. An Owner, for each parcel it owns, will continuously use due diligence and employ commercially reasonable efforts to keep the exemption under the TIF Ordinances in force, not permitting the same to lapse or be suspended or revoked for any reason within the Owner's control.

No Owner shall file an application for real property tax exemption as to any parcel under any provision of law other than the TIF Act pursuant to the TIF Ordinances without the express prior written consent of the City. In the event that an Owner fails to timely file any application for real property tax exemption required by Section 5709.911 of the Ohio Revised Code, such Owner's execution of this Agreement and the TIF Declaration and any subsequent Owner's acceptance of the conveyance of any parcel shall be deemed to constitute the Owner's written consent to an application filed by the City in accordance with Section 5709.911 of the Ohio Revised Code. In the event that, subsequent to allowance of the exemption under the TIF Act, the same is at any time revoked or suspended or the obligation to make Service Payments becomes unenforceable pursuant to Section 5709.911(D) of the Ohio Revised Code, then an Owner will nevertheless continue to make Service Payments for each parcel it owns for the period, at the times and in the amounts due.

Section 5.7 **TIF Administration.** The Parties acknowledge and agree that the City shall retain an administrator (the "TIF Administrator") for the administration of the TIF Program. The City and the TIF Administrator shall enter into an agreement setting forth the obligations of the TIF Administrator contained in this Agreement and in the Administration Agreement. The City agrees to consult with the NCA prior to retaining the TIF Administrator.

The duties of the TIF Administrator shall include, without limitation, (i) tracking the payments in lieu of taxes from Owners within the Property; (ii) projecting the anticipated revenue from the TIF Program for the following year; (iii) calculating payments owed by the City under the TIF Ordinances; and (iv) preparing reports and the performing any other activities reasonably necessary in connection with the administration of the TIF Program.

The TIF Administrator shall certify such calculations in a report to the NCA, with a copy to the Developer and the City, not later than first day of August each year. The NCA agrees to use the TIF Administrator's projections of anticipated revenue from the TIF Program in its annual budget process when performing its obligations under the Declaration to determine the amount of Charge to levy on the Property.

(End of ARTICLE V)

ARTICLE VI

CONSTRUCTION AND MAINTENANCE OBLIGATIONS

Section 6.1 General Considerations. The Developer shall construct the Project or cause the Project to be constructed in accordance with this Agreement. The Developer will provide all necessary labor, materials services, and acts in connection with the design, construction and completion of the Project. The Developer shall supervise, perform and direct all construction of the Project in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer shall cause the Project to be designed and constructed in accordance with the Economic Development Plan, including the Liberty Crossing PND Comprehensive Development Plan, as approved by the City Council of the City. The Public Parties acknowledge that, based on market conditions, the Developer may desire to modify the Economic Development Plan to change the mix, density or location of product types within the Private Project or the composition of the Public Project. Any modifications to the Project that require any formal action by a zoning authority shall be approved by the City.

Section 6.2 Private Project Design and Construction. The Private Project shall be designed to and consistent with the design guidelines and standards of the Liberty Crossing PND Comprehensive Development Plan. The Developer shall comply with, and cause each third party developer of a portion of the Private Project, if any, to comply with, the standard design process of the City and the County with respect to the submittal, review and approval of any design documents pertaining to the Private Project. The Developer shall provide copies of all design and construction contracts for the Private Project to the Public Parties upon request.

Prior to commencing construction of any portion of the Private Project, the Developer will obtain, and cause the applicable third party developer of that portion of the Private Project to obtain, at applicable permit rates, all necessary permits from all levels of government to allow the Developer or third party developer to build and develop such portion. Standards for permit approval will comply with all applicable standards at the time of building permit application.

Section 6.3 Obligation to Design and Construct Public Project. Developer shall be responsible for designing and constructing the Public Project, subject to the terms and conditions set forth in this Agreement, by entering into design and construction agreements with qualified third parties. The Developer shall act as the limited agent of the NCA for the design and construction of the Public Project. The Developer shall not act as the agent or construction manager for the City, and the City shall have no obligation to design or construct any portions of the Public Project. In order for Developer to be eligible for reimbursement of payments for Public Infrastructure Costs it makes under any design or construction agreement, the agreement must first be approved by the NCA and both the NCA and City (i) if the portion of the Public Project subject to a particular design or construction agreement is paid for with Available TIF Revenue, (ii) if the NCA incurs NCA Debt secured with or paid for by Available TIF Revenue to fund the portion of the Public Project subject to a particular the design or construction agreement, or (iii) if the Developer seeks reimbursement from Available TIF Revenue for the costs of that portion of the Public Project subject to a particular design or construction agreement. The Developer acknowledges that City approvals for construction of City Dedicated Improvements may be subject to a standard of lowest and best bidder. Contracts for design of City Dedicated

Improvements shall be awarded in a manner at least as protective of the City's interests as the procedures then in effect in the Ohio Revised Code applicable to the City's procurement of professional design services. Each design or construction agreement entered into in furtherance of the Public Project shall name the City and the NCA as express third-party beneficiaries. Each design or construction agreement shall identify for each portion of the Public Project whether the City, the NCA, or an Other Government shall ultimately accept dedication of the Public Project upon completion. As provided in Section 6.4 hereof, the Developer shall be permitted to enter into design or construction agreements as may be necessary to acquire, construct, and improve any portion of the Public Project for the benefit of the Property.

Notwithstanding any provision in any design or construction agreement to the contrary, and whether or not such agreement has been approved by the NCA, Developer is not entitled to reimbursement for payment of costs that are not Public Infrastructure Costs.

Section 6.4 **Public Project Design and Construction.** The Developer shall cause Public Project Plans to be prepared in one or more phases, each of which shall be consistent with the design of the Private Project, as specified in the Liberty Crossing PND Comprehensive Development Plan, and such that the Public Project and the Private Project will support and complement each other. The final version of any of the Public Project Plans shall be in a form that is satisfactory to and approved by the Public Parties. The Developer shall have the responsibility for causing the Public Project, with the assistance of any applicable governmental entity, to be designed in compliance with all Legal Requirements and for ensuring that the Public Project, when constructed in accordance with the Public Project Plans, will be in compliance with all Legal Requirements. The Public Parties shall not have any liability to the Developer or third parties for any portions of the Public Project which are inconsistent with Legal Requirements or otherwise defective. Review and approval of the Public Project Plans with respect to the City Dedicated Improvements (as indicated in the Public Project Plans) will occur in accordance with the City's existing public infrastructure plan review and approval process. Review and approval of the Public Project Plans with respect to the Other Dedicated Improvements (as indicated in the Public Project Plans) will occur in accordance with the City's existing plan review and approval process for non-City owned infrastructure unless an Other Government imposes its own plan review and approval process for such infrastructure. The Developer shall deliver a copy (digital or hard copy as requested by the Public Parties) of the as-built Public Project Plans for each portion of the Public Project to the Public Parties within six months following the completion of that part of the Public Project.

Section 6.5 **Payment Procedures.** Developer must make application for reimbursement of Public Infrastructure Costs arising out of construction services in substantially the form prescribed by American Institute of Architects Document G702-1992, Application and Certificate for Payment. Developer must make application for reimbursement of Public Infrastructure Costs arising out of design or other eligible professional services by invoice showing, at a minimum, personnel who performed services, professional hours spent on each task, hourly billing rate, task description, plus reimbursable expenses.

Section 6.6 **Minimum Design and Construction Contract Requirements.** In addition to those requirements set forth elsewhere in this Agreement, Developer shall require in all contracts for design or construction of the Public Project that each party with whom it is contracting shall be required to (i) indemnify, defend, and hold the NCA and City with respect to any work performed in connection with the Public Project, harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Public Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts, omissions, or willful misconduct of such contracting party.

The obligation of the NCA to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the NCA or any other political subdivision. Other than the payments provided for in this Agreement, Developer shall receive no other monies from the NCA in connection with the construction of the Project.

Any increase in the contract price for any design or construction agreement for which Developer seeks reimbursement must be approved by the NCA prior to the associated work taking place for Developer to be eligible for reimbursement.

The Developer shall provide copies of all design or construction contracts for the Public Project to the Public Parties. Upon the request of either of the Public Parties, the Developer shall cause each subcontractor to enter into a collateral assignment of any contract or subcontract for the design or construction of any portion of the Public Project in a form reasonably required by the requesting Public Party in order that the Public Party may exercise the rights of the Developer under those contracts or subcontracts.

Section 6.7 Competitive Bidding and Prevailing Wage Requirements for Public Project. The Developer shall construct the Public Project and conduct all related activities contemplated by this Agreement in a safe, good, and workmanlike manner pursuant to all applicable laws, codes, resolutions, ordinances, rules or regulations, and any other requirements related to permitting and construction. All construction work performed in furtherance of the Public Project shall be competitively bid. All construction work performed on City Dedicated Improvements shall be subject to a competitive process that follows the competitive process that would apply to the City if the City were contracting for the work directly.

The Developer acknowledges and agrees that the Public Project is subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. All wages paid to laborers and mechanics employed on the Public Project must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Project in Knox County, Ohio, which wages must be determined in accordance with the requirements of that Chapter 4115. The Developer must comply, and the Developer must require compliance by all subcontractors working on the Public Project, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) must cooperate with the City and respond to all reasonable requests by the City when the City is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The City hereby agrees to appoint its own prevailing wage coordinator pursuant to Section 4115.071 of the Ohio Revised Code for work related to portions of the Public Project to be paid for or reimbursed using Available TIF Revenue or the City Dedicated Improvements. The NCA hereby agrees to appoint its own prevailing wage coordinator pursuant to Section 4115.071 of the Ohio Revised Code for work related to Other Dedicated Improvements, unless an Other Government has appointed its own prevailing wage coordinator for purposes of an Other Dedicated Improvement to be accepted by the Other Government.

The Developer must immediately upon notification of any change in prevailing wage rates (a) ensure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) ensure that all contractors and subcontractors make the same necessary adjustments.

The Developer must provide to the City, NCA or Other Government, as applicable, a list of names, addresses, and telephone numbers for any contractors or subcontractors performing work related to the Public Project within a reasonable time after they become available, and the names and address of the bonding/surety company (if any) and the statutory agent (if applicable) for those contractors or subcontractors. The Developer may not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to final payment under this Agreement, the Developer (and any contractor or subcontractor thereof) must submit to the City, NCA or Other Government, as applicable, the affidavit required by Section 4115.07 of the Ohio Revised Code.

Section 6.8 **Completion of Portions of Public Project.** A discrete portion or element of the Public Project will be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the "Completion Certificate") from the Developer that such discrete portion or element is complete and ready for final acceptance by the Public Party or an Other Government, as applicable, which notice must (i) generally describe all property acquired or installed as part of such discrete portion or element; and (ii) state and constitute the Developer's representation that the construction of such discrete portion or element has been completed substantially in accordance with this Agreement and the other construction documents, all costs then due and payable in connection therewith have been paid, there are no attested account claims under Revised Code Section 1311.25 et seq. ("Attested Account Claims"), and all obligations, costs and expenses in connection with such discrete portion or element have been paid or discharged.

(b) Receipt from the City Engineer of a final Certificate of Completion (the "City Engineer's Completion Certificate") stating that to the best of the City Engineer's knowledge, information and belief, and on the basis of the City Engineer's on-site visits and inspections, that such discrete portion or element has been satisfactorily completed in accordance with the terms and conditions of this Agreement and the Public Project Plans, including all punch list items, that the construction of such discrete portion or element has been accomplished in a manner that conforms to all then-applicable governmental laws, rules and regulations; and that such discrete portion or element has been approved by the relevant public authorities.

Section 6.9 **Conveyance of Dedicated Improvements.** The Developer shall convey and dedicate each discrete portion or element of the City Dedicated Improvements to the City, and the Developer shall convey and dedicate each discrete portion or element of the Other Dedicated Improvements and any other portions or elements of the Public Project to the NCA or Other Government, as applicable. All such conveyance and dedication shall occur by subdivision plat, limited warranty deed or ground lease in a form reasonably satisfactory to the respective Public Party or Other Government; provided, that the Developer may elect to delay such conveyance or dedication until such time as such discrete portion or element of the Public Project is substantially complete, but any such delay does not eliminate the Developer's obligation to convey or dedicate all portions of the Public Project. In conjunction with such conveyance and dedication, the Developer may file one or more subdivision plats reflecting ownership of Public Project elements in the City, the NCA, or the Other Government, as applicable and as required by such entities.

Section 6.10 **Acceptance of Dedicated Improvements.** The City does not have an obligation to accept any discrete portion or element of the Public Project as a City Dedicated Improvement, and the NCA does not have an obligation to accept any discrete portion or element of the Public Project as an Other Dedicated Improvement until:

(a) such discrete portion or element is satisfactorily completed in accordance with this Agreement and the Public Project Plans, as evidenced by the City Engineer's Completion Certificate and properly dedicated in accordance with the Public Party's dedication process (or the dedication process of the Other Government accepting the dedication);

(b) the Public Party (or Other Government accepting the dedication) receives the Completion Certificate, the City Engineer's Completion Certificate;

(c) the Public Party (or Other Government accepting the dedication) has received evidence reasonably satisfactory to it that all liens on such discrete portion or element, including, but not limited to, tax liens then due and payable, the lien of any mortgage, and any Attested Account Claims, have been released, or, with respect to Attested Account Claims, security therefor has been provided; and

(d) the Developer has provided the Public Party (or Other Government accepting the dedication) "as constructed record drawings" consisting of reproducible record drawings showing significant changes in such discrete portion or element made during construction and containing such annotations as may be necessary for someone unfamiliar with such discrete portion or element to understand the changes that were made to the original Public Project Plans.

The above conditions do not alleviate the Developer from inspections by the Public Party (or Other Government accepting the dedication) of such discrete portion or element during construction.

Section 6.11 **Insurance Requirements.** By the Effective Date, the Developer must furnish proof to the Public Parties of comprehensive general liability insurance naming the each of the Public Parties and its authorized agents as an additional insured. Unless a greater amount is required by law, the minimum limits of liability for the required insurance policies may not be less than the following (or a lower amount agreed to in writing by the City):

(a) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of $1,000,000 each occurrence, with a $3,000,000 aggregate; $100,000 for damage to rented premises (each occurrence); and $1,000,000 for personal and advertising injury. CGL must include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with $3,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Project, (viii) with any exclusion of personal injury to employees of the insured arising out of and in the course of employment by the insured deleted, and (ix) stopgap liability for $100,000 limit. The general aggregate must be endorsed to provide that it applies to the design and construction of the Public Project only.

(b) Automobile liability, covering all owned, non-owned, and hired vehicles used in connection with the design and construction of the Public Project: Bodily injury (including death) and property damage with a combined single limit of $1,000,000 per person and $1,000,000 each occurrence.

(c) Such policies must be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of $5,000,000 for each occurrence and $5,000,000 aggregate. The Developer's insurance is primary to any insurance maintained by the Public Parties.

(d) The Developer must obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the construction of the Public Project under any design or construction agreements :

(i) the City; the City Council, and the City's officers, agents, and employees;

(ii) the NCA; the Board of Trustees of the NCA, and any officers of the Board of the NCA; and

(iii) the Developer, to the extent that any construction activities are being staged or undertaken on real property owned by the Developer.

(e) Insurance policies must be written on an occurrence basis only.

(f) Products and completed operations coverage will commence with the certification of the acceptance of the City Dedicated Improvements and the Other Dedicated Improvements and will extend for not less than one (1) year beyond that date.

(g) The Developer must require all contractors and subcontractors, including all professional service subcontractors such as City Engineers and architects, to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits of bodily injury (including death) and property damage with a combined single limit of $1,000,000 each occurrence, with a $2,000,000 aggregate; $100,000 for damage to rented premises (each occurrence); and $1,000,000 for personal and advertising injury. CGL must include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with $2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Project, (viii) with any exclusion of personal injury to employees of the insured arising out of and in the course of employment by the insured deleted, and (ix) stopgap liability for $100,000 limit, unless the City agrees to a lesser amount.

(h) If the work related to the Public Project includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Developer shall maintain a pollution liability policy with (1) a per-claim limit of not less than $1,000,000 and (2) an annual-aggregate limit of not less than $1,000,000, covering the acts, errors and/or omissions of the Developer for damages (including from mold) sustained by the City by reason of the Developer's performance of the design and construction of the Public Project. The policy shall have an effective date, which is on or before the date on which the Developer first started to perform any work related to the Public Project. Upon submission of the associated certificate of insurance and at each policy renewal, the Developer shall advise the City in writing of any actual or alleged claims which may erode the policy's limits.

(i) Professional liability insurance from the Developer's design professionals and any other consultant and subcontractor that are providing professional design services without design-build exclusions with limits not less than $1,000,000 per claim and $2,000,000 annual aggregate. The professional liability policy shall have an effective date which is on or before the date on which the Developer first started to provide any work related to the Public Project. Upon submission of the associated certificate of insurance and at each policy renewal, the Developer shall advise the City in writing of any actual or alleged claims which may erode the professional liability policy's limits. The Developer's design professional and any consultants and subcontractor that are providing professional design services shall maintain such coverage as required by this Subsection for no less than five (5) years after the earlier of the termination this Agreement or final completion of the Public Project.

Each policy of insurance and respective certificate of insurance must expressly provide that no less than thirty (30) days prior written notice be given to City in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy.

Section 6.12 Security for Performance. The Developer will furnish prior to commencement of construction of any element of the Public Project a performance and payment bond that names the Public Parties as co-obligees in the form provided by Section 153.57 of the Ohio Revised Code in an amount equal to the price of the particular construction agreement that applies to the work. . The Developer shall provide written evidence of the Public Parties' co-obligee status through a rider or other documentation to the satisfaction of the Public Parties. If notice of any change affecting this Agreement is required by a provision of the bond, giving the notice shall be the Developer's responsibility. In lieu of a bond, Developer may furnish an irrevocable letter of credit in an amount equal to the price of the particular construction agreement that applies to the work, naming the Public Parties as co-obligees, in a form acceptable to Public Parties.

Any bond must be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance and are named in the current list of "companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Insurance Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or as may be otherwise approved in writing by the NCA. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, will substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which is acceptable to the Public Parties and the Developer. The Developer must provide to the Public Parties prior to commencement of any construction of the Public Project by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

Section 6.13 Further Developer Guarantees Relating to the Public Project. The Developer guarantees that it will cause to be exercised in the performance of the design and construction of the Public Project the standard of care normally exercised by well-qualified City Engineering and construction organizations engaged in performing comparable services in Ohio. The Developer further warrants that the design and construction of the Public Project and any materials and equipment incorporated into the Public Project will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) and that the construction will be performed in accordance with the applicable construction drawings and specifications.

If within one-year after final written acceptance of the City Dedicated Improvements by City or the Other Dedicated Improvements by the NCA or an Other Government, any design or construction of the City Dedicated Improvements or Other Dedicated Improvements is found to be defective, Developer shall promptly and without cost to City or the NCA or Other Government, correct such defective design or construction. Developer's obligations under this paragraph are in addition to any other obligation or warranty with respect to such design or construction and shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

If defective work related to the Public Project becomes apparent within the warranty or guarantee period, the applicable Public Party (or Other Government accepting the dedication) will promptly notify the Developer in writing and provide a copy of said notice to the City Engineer. Within ten (10) days of receipt of said notice, the Developer will visit the site of the defective improvement in the company of one or more representatives of the Public Party (or Other Government accepting the dedication) to determine the extent of the defective work. The Developer will, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective portion of the Public Project, including all adjacent portions of the Public Project damaged as a result of such defective work or as a result of remedying the defective portion of the Public Project. If the defective portion of the Public Project is considered by the City to be an emergency, the City may require the Developer to visit the site of the defective portion of the Public Project within one day of receipt of said notice. The Developer is fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective portion of the Public Project.

If the Developer does not repair or replace defective portion of the Public Project within a reasonable time frame, either of the Public Parties may repair or replace such defective portion of the Public Project and charge the cost thereof to the Developer or the Developer's surety. Any portion of the Public Project that is repaired or replaced by the Developer is subject to inspection and acceptance by the City Engineer and the applicable Public Party (or Other Government accepting the dedication), and must be guaranteed by the Developer after acceptance of the corrective work by the applicable Public Party (or Other Government accepting the dedication).

Section 6.14 Provision of Security for Attested Account Claims. To the extent any subcontractor, material supplier or laborer asserts an Attested Account Claim against the Public Project, the City or the NCA shall proceed as is required by Revised Code Section 1311.25 et seq. which may include detaining funds that are due and payable to Developer until a sufficient amount has been detained to cover the Attested Account Claim until such time that the Attested Account Claim is released or discharged. The Developer shall prepare a "Notice of Commencement", provide a copy to the City and shall comply with the City's reasonable requests for assistance in making the Notice of Commencement available as required under Revised Code Section 1311.252. The Developer shall provide a copy of the Notice of Commencement to its subcontractors and any known lower tier subcontractors, and the Developer shall further require its subcontractors to provide a copy of the notice to any of the lower tier subcontractors. The Developer shall also post a copy of the Notice of Commencement in a conspicuous location at the project site.

Section 6.15 Compliance with Occupational Safety and Health Act of 1970. The Developer and all contractors and subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

Section 6.16 Traffic Control Requirements. The Developer is responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of the Public Project. All traffic control devices must be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations.

Section 6.17 **Maintenance of Dedicated Improvements.** The Developer and each Public Party acknowledges and agrees that City Dedicated Improvements shall be maintained by the City from and after the date on which the City accepts the dedication of such improvements.

The Developer and each Public Party acknowledges and agrees that Other Dedicated Improvements accepted for dedication by an Other Government shall be maintained by such Other Government from and after the date on which they are accepted.

The Developer and each Public Party acknowledges and agrees that Other Dedicated Improvements not accepted for dedication by an Other Government shall be accepted by the NCA upon their completion, and shall be maintained by the NCA from and after the date on which they are accepted.

The NCA shall be responsible for the maintenance and repair of such Other Dedicated Improvements as reasonably needed to ensure their proper function and aesthetic integrity, and protect against personal injury and damage to property, which maintenance and repair shall include but not be limited to:

(a) performing all preventative or routine maintenance for the components of such Other Dedicated Improvements as regular, periodic maintenance procedures;

(b) cleaning, storing and removing waste, trash, and debris from all portions of such Other Dedicated Improvements;

(c) patching, repaving, striping, and repairing all surfaces, curbing, sidewalks and walkways constituting a part of such Other Dedicated Improvements;

(d) snowplowing and removing snow and ice from all vehicular surfaces of such Other Dedicated Improvements;

(e) designing, seeding, maintaining, weeding, mowing, trimming, irrigating, repairing, and replacing any landscaping included within such Other Dedicated Improvements and any associated rights-of-way;

(f) repairing and equipping such Other Dedicated Improvements, including maintaining, repairing, and providing the necessary equipment to operate, maintain, and repair all manholes, valves, pumps, vents, pipes, culverts, catch basins, inlets, curbs, electrical components, conduits, meters and connections within such Other Dedicated Improvements and any associated rights-of-way, including to prevent and repair any leakage from the foregoing, unless otherwise required by a third-party, like a public or private utility who owns such improvements;

(g) maintaining and repairing all streetscape improvements, lighting, fences, benches, signs or other improvements located on such Other Dedicated Improvements, including to the extent disturbed or damaged in connection with any activities undertaken by or on behalf of the NCA under this Agreement; and

(h) contracting for or providing, and contracting for or providing routine care for, any sweepers, snow plows, or other necessary vehicles or equipment for the maintenance of such Other Dedicated Improvements.

The NCA shall maintain and repair such Other Dedicated Improvements in accordance with all applicable federal and state laws, codes, ordinances, rules or regulations, and best practices.

The Developer and the NCA may enter into one or more maintenance and management agreements for all or a discrete portion of the Public Project to be maintained by the NCA. Any maintenance and management agreement between the NCA and the Developer shall be approved by the City. Each maintenance and management agreement shall be approved by the NCA and funded by Available NCA Revenue. Nothing contained in this Agreement shall restrict the Developer's right to enter into maintenance and management agreements with third-parties without the approval of the City. Any maintenance and management agreement will include covenants requiring the operation, management, and maintenance of discrete portion of the Public Project identified in such agreement. The Public Parties agree that the Developer may assign its maintenance responsibilities under any maintenance and management agreement to a Developer-related entity upon notification to the NCA and the City, but notification to the City will only be made with respect to such agreements relating to City Dedicated Improvements. Nothing contained in this Agreement or in any maintenance and management agreement shall restrict the Developer's right to hire third-parties to assist with its obligations under any maintenance and management agreement, subject to any reasonable conditions that may be required by the NCA related to such obligations.

Section 6.18 <u>Easements</u>. The Developer agrees to grant such easements, if necessary, over any portions of the private property as are reasonably necessary from time to time to facilitate the construction, operations and maintenance of the Public Project. The Developer and the Public Parties agree to grant reciprocal easements for their mutual benefit to ensure the necessary and proper acquisition, improvement, and maintenance of any stormwater infrastructure system improvements or portions thereof. All parties to this Agreement understand and agree that the responsibility to repair any damage to the easement areas during work performed by a Party shall be the responsibility of such Party conducting the work and the repairs must commence immediately after the work is completed and such repairs must be completed in a commercially reasonable amount of time.

(End of ARTICLE VI)

ARTICLE VII

FUNDING OF PUBLIC PROJECT

Section 7.1 Public Project Funding Generally. Notwithstanding anything to the contrary in this Agreement, the Developer is solely responsible for all Public Infrastructure Costs. In consideration of the Developer's construction of the Project, the Public Parties agree, subject to the terms of this Agreement, to cause the NCA to issue NCA Debt to pay for Public Infrastructure Costs or to reimburse or otherwise pay the Developer for Public Infrastructure Costs paid or advanced by the Developer.

Section 7.2 Scope of the Public Project. Each of the categories of Public Project improvements listed on Exhibit B attached to this Agreement are eligible for financing or reimbursement using Available TIF Revenue under the TIF Act and the TIF Ordinances. Notwithstanding the preceding sentence, each discrete portion or element of the Public Project must be approved by the City in accordance with this Agreement prior to any disbursement of Available TIF Revenue to pay the Public Infrastructure Costs related to each discrete portion or element of the Public Project.

The Public Project is also eligible to be financed by the NCA under the NCA Act, as "land development", "community facilities" or other Authorized Purposes of the NCA.

The Developer acknowledges that eligibility for funding of the Public Project with either Available TIF Revenue or Available NCA Revenue depends on Public Party ownership of the Public Project and recording covenants and restrictions running with the land imposing requirements on the operation and use of the Public Project and other applicable Legal Requirements. The Parties will cooperate to develop those covenants and restrictions as necessary to make the Public Project eligible for financing or payment under the TIF Act and the NCA Act.

The Parties acknowledge that additions to the Public Project beyond those described in the Economic Development may be identified during the course of developing the Project. Any modification will require analysis as to whether the additions to the Public Project are eligible for tax increment financing or funding by proceeds of the NCA Debt, if any. That analysis is subject to review and written approval by the City for the TIF Program and the NCA and the City for any NCA Debt, which will not be unreasonably withheld or delayed.

Section 7.3 City Approval of Public Project. No portion of the Public Project may be paid for or reimbursed using Available TIF Revenue without approval by the City.

For any discrete portion or element of the Public Project that is financed with NCA Debt that is secured by or expected to be paid with Available TIF Revenue, prior to the issuance of NCA Debt to fund the related Public Infrastructure Costs, the Developer shall submit to the City for approval a description of all such discrete portions or elements of the Public Infrastructure Costs to be financed with such NCA Debt. Prior to the NCA incurring any NCA Debt, the City shall approve the discrete portions or elements of the Public Project and all related Public Infrastructure Costs to be financed with such NCA Debt.

For the avoidance of doubt, the Developer may request a written determination from the NCA and the City in advance of incurring any Public Infrastructure Costs that, upon making those expenditures and documenting those expenditures to the reasonable satisfaction of the NCA and the City, those expenditures will be properly payable under this Agreement. The NCA and the City shall make a determination on each request within thirty (30) business days of receiving that request.

Section 7.4 **<u>City Public Project Funding Commitments</u>.** The City shall use and apply Available TIF Revenue as provided in this paragraph. Upon satisfaction of the conditions of this Agreement, the City shall pay to the Trustee from Available TIF Revenue the following amounts in the following order of priority:

FIRST: amounts necessary to pay any obligation of the NCA on any Public Infrastructure Costs or debt service on any NCA Debt issued to fund any Public Infrastructure Costs, if such Public Infrastructure Costs are approved by the NCA and the City; and

SECOND: amounts necessary to pay debt service on any NCA Debt issued to pay any Development Reimbursement Amount for any related Public Infrastructure Costs approved by the NCA and the City.

In furtherance of the City's obligation to make payments pursuant to this Agreement, the City hereby assigns and pledges to the NCA all of its right, title, and interest in the Available TIF Revenue received by the City and the City's TIF Fund to the extent that it contains Available TIF Revenue received by the City.

Upon the City's execution and delivery of this Agreement, all moneys constituting Service Payments shall be deemed to have been appropriated to pay the City's obligations hereunder. During the years in which this Agreement is in effect, the City shall take such further actions as may be necessary to appropriate and maintain the moneys received as Service Payments in such amounts and at such times as will be sufficient to enable the City to satisfy its obligations under this Agreement. Notwithstanding the foregoing, the City has no obligation to use or apply to the payment of its obligations under this Agreement any funds or revenues from any other source other than the moneys received by the Township as Available TIF Revenue.

Section 7.5 **<u>Assignment of Agreement and Revenue</u>.** To secure the payment of NCA Debt, the NCA shall assign to the Trustee, in accordance with any supplemental indenture, its rights under and interest (but none of its obligations) in this Agreement, shall covenant to pay to the Trustee, but solely from payments received with respect to the Available TIF Revenue and Available NCA Revenue as and when due. The City hereby agrees and consents to those assignments and agreements.

Section 7.6 **<u>Ownership and Management</u>.** The City Dedicated Improvements shall be owned, operated and maintained by the City pursuant to the Development Agreement. The Other Dedicated Improvements and any portions of the Public Project other than the City Dedicated Improvements, may be owned by the NCA, or other public entity, and may be operated, managed and maintained by the NCA or by another public entity as appropriate.

(End of ARTICLE VII)

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the Public Parties and any officials, employees, agents and representatives of the Public Parties, their successors and assigns (collectively the "Indemnified Parties" and each an "Indemnified Party"), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the "Liabilities" and each a "Liability"), other than Excluded Liabilities, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) in any way results from that Indemnified Party's involvement in the Project; (b) is based, in whole or in part upon failure or alleged failure of Developer to satisfy its obligations under this Agreement or another Project Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer; or (d) relates to the bankruptcy or insolvency of Developer. The indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Project Agreement. For purposes of this section, Project shall be deemed to exclude the Public Project after the one (1) year warranty or guarantee period described in Section 6.13 expires.

"Excluded Liability" means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of the Indemnified Party seeking the indemnification or the failure of the Indemnified Party seeking the indemnification to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Developer, or, to the extent the Developer's ability to defend a Liability is prejudiced materially, the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Developer.

Upon receipt of written notice of the assertion of a Liability, the Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion. Notwithstanding the foregoing, Developer shall have no obligation to defend to the extent any Liability is due to an Excluded Liability.

At Developer's expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability other than Excluded Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Developer shall not be liable for any settlement of any Liability effected without its written consent, but if settled with the written consent of the Developer, or if there be a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

(End of Article VIII)

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1 Developer Default. Any one or more of the following shall constitute a "Developer Default":

(a) Default by the Developer in the due and punctual payment, performance or observance of any obligation of the Developer under this Agreement or any other Project Agreement as to which a Public Party has given a Default Notice to the Developer, which default the Developer does not cure within the period of time specified for cure in such Default Notice;

(b) Any representation or warranty made by the Developer in this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made;

(c) Any report, certificate or other document furnished by the Developer to a Public Party pursuant to this Agreement or any other Project Agreement is false or misleading in any material respect as of the time furnished and has been relied upon by the Public Party to its material detriment prior to correction by the Developer;

(d) The filing by the Developer of a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(e) The making by the Developer of a general assignment for the benefit of creditors;

(f) The entry of an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor;

(g) The filing by the Developer of an insolvency proceeding with respect to the Developer or any proceeding with respect to the Developer for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors; or

(h) The occurrence of a default by the Developer under any loan documentation or documents representing equity investment, if any that is not either (i) cured within the applicable cure period, if any, provided therein or (ii) waived in writing by the Developer's lender or investor(s), as applicable.

Section 9.2 Remedies for Developer Default. At any time as of which a Developer Default exists, the Public Parties, acting individually or together, at their option, may, but shall not be obligated to, exercise any one or more of the following remedies:

(a) By written notice to the Developer, terminate this Agreement, provided that such termination shall not affect the obligations of the Developer that have then accrued;

(b) By written notice to the Developer and the Trustee, if any, cease disbursements of Available NCA Revenue, Available TIF Revenue, or proceeds of the NCA Debt to pay Public Infrastructure Costs; provided, that such termination shall not affect the obligations of the City or the NCA that have then accrued under this Agreement;

(c) Recover from the Developer any sums of money that are due and payable by the Developer to or for the benefit of the Public Parties under this Agreement; commence an action for specific performance or other equitable relief against the Developer with respect to the defaulted obligations as provided in Section 9.7; and exercise the Public Parties' rights under Section 9.8 with respect to the Developer Default;

(d) Enforce, or avail themselves of, any other remedies available to them at law or in equity; and

In addition to the remedies otherwise available to the City for a Developer Default or a default by the NCA, the City reserves the right, in its sole and absolute discretion, to (i) cure any Developer Default or default by the NCA and to seek payment or reimbursement of the costs to cure such default from any revenue available under this Agreement, including Available TIF Revenue and Available NCA Revenue, or (ii) withhold any Available TIF Revenue while any Developer Default or default by the NCA is continuing.

Section 9.3 **Public Party Default.** Any one or more of the following shall constitute a "Public Party Default":

(a) Default by a Public Party in the due and punctual payment, performance or observance of any obligation of such Public Party under this Agreement or any other Project Agreement, as to which the Developer has given a Default Notice to the Public Parties, which default the Public Parties do not cure within the period of time specified for cure in the Default Notice;

(b) Any representation or warranty made by a Public Party in this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made and has been relied upon by the recipient to its material detriment prior to correction by the Public Party; or

(c) Any report, certificate or other document furnished by a Public Party to the Developer pursuant to this Agreement or any other Project Agreement is false or misleading in any material respect as of the time furnished.

Section 9.4 **Remedies for Public Party Default.** At any time as of which a Public Party Default exists, the Developer or the other Public Party (each a "Non-Defaulting Party"), at its option, may, but shall not be obligated to, exercise any one or more of the following remedies:

(a) Recover from the defaulting Public Party any sums of money that are due and payable by such Public Party to or for the benefit of the Non-Defaulting Party under this Agreement; commence an action for specific performance or other equitable relief against the defaulting Public Party with respect to the defaulted obligations as provided in Section 9.7; and exercise the Non-Defaulting Party's rights under Section 9.8 with respect to the Public Party Default; and

(b) Enforce, or avail itself of, any other remedies available to it at law or in equity.

Section 9.5 **Developer's Obligation to Cure Certain NCA Defaults.** Notwithstanding anything to the contrary in this Agreement, the Developer shall cure any default by the NCA to pay Administrative Expenses that are due and payable to the City. The failure of the Developer to cure such default shall be considered a Developer Default. This Section 9.5 shall terminate at the end of the Development Period (as defined in the Declaration); provided that, for purposes of this Section 9.5, the Development Period may not terminate by operation of written agreement between the NCA and the Developer without the written approval of the City.

Section 9.6 **Default Notices.** At any time when there exists a default by the Developer in the due and punctual payment, performance or observance of any obligation of the Developer under this Agreement or any other Project Agreement, a Public Party may give the Developer a written notice, indicated as being a "Default Notice" under this Section, identifying the default and specifying a period of time for the cure of the default. At any time when there exists a default by a Public Party in the due and punctual payment, performance or observance of any obligation of that Public Party under this Agreement or any other Project Agreement, any Non-Defaulting Party may give the defaulting Party a written notice, indicated as being a "Default Notice" under this Section, identifying such default, identifying the Public Party committing the default, and specifying a period of time for the cure of the default. Any notice given in accordance with this Section is called a "Default Notice." The period of time for cure to be set forth in any Default Notice may be not shorter than such period of time as is reasonable in light of the nature of the default and the time reasonably required to cure the default; provided, that no cure period for non-payment obligations may be longer than one year and no cure period for payment obligations may be longer than thirty (30) days.

Section 9.7 **Enforcement.** As the remedy at law for the breach of any of the terms of this Agreement may be inadequate, each enforcing Party has a right of temporary and permanent injunction, specific performance and other equitable relief that may be granted in any proceeding brought to enforce any provision hereof, without the necessity of proof of actual damage or inadequacy of any legal remedy. In furtherance of the forgoing, the obligations of the Public Parties under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Public Parties within the meaning of Section 2731.01 of the Ohio Revised Code and are enforceable by mandamus.

Section 9.8 **Self-Help.** Without limiting the provisions of Section 8.6, (a) should any defaulting Party fail to remedy any default identified in a Default Notice within the reasonable cure period specified in the Default Notice, or (b) should any default under this Agreement exist which (i) constitutes or creates an immediate threat to health or safety or (ii) constitutes or creates an immediate threat of damage to or destruction of property, then, in any such event, the Non-Defaulting Party have the right, but not the obligation, to enter upon the property of the defaulting Party to take such steps as the Non-Defaulting Party may elect to cure, or cause to be cured, the default or violation. If a Non-Defaulting Party cures, or causes to be cured, a default as provided above in this Section, then there will be due and payable by the defaulting Party to the Non-Defaulting Party upon demand the amount of the reasonable costs and expenses incurred by the Non-Defaulting Party in pursuing the cure, plus interest thereon from the date of demand at the rate of 5% per annum.

Section 9.9 **Interest.** Except as otherwise expressly provided herein, amounts that are due and payable by the Developer to a Public Party under this Agreement will bear interest, if not paid when due, at 5% per annum beyond the first 30 days after due, until paid. For any amounts owed to a Public Party by the Developer, interest shall not accrue upon unpaid interest.

(End of ARTICLE IX)

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Liability of Public Parties. All covenants, obligations, and agreements of the Public Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the Public Parties, the NCA Board, or the City Council in other than his or her official capacity; and none of the members of the NCA Board or the City Council, nor any official executing this Agreement, shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the NCA or the City contained in this Agreement.

Notwithstanding any other provision of this Agreement, the City's payment obligations under this Agreement are limited to monies actually on deposit as Available TIF Revenue and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and none of the Developer, the NCA or any other Person has the right to have taxes or excises levied by the City for the payment of any Public Infrastructure Costs or any other costs or interest thereon.

Notwithstanding any other provision of this Agreement, the NCA's payment obligations under this Agreement are limited to monies actually on deposit as Available NCA Revenue, and none of the Developer, the City or any other Person has the right to have taxes or excises levied by the NCA for the payment of any Public Infrastructure Costs or any other costs or interest thereon.

Section 10.2 Representatives. During the term of this Agreement, each Party may, but shall not be obligated to, designate, by written notice to the other Parties from time to time, a representative that will act as such Party's representative for approval of any matter under this Agreement, and with the authority to render ordinary day-to-day decisions and furnish information contemplated to be made or furnished by such Party under this Agreement; provided, that the NCA may not delegate the authority contemplated by this Section to any member of the NCA Board that is appointed by the Developer.

Section 10.3 Estoppel Certificates. Each Party (a "Responding Party") will, from time to time, within ten business days after written request by another Party (a "Requesting Party"), execute and deliver to the Requesting Party and/or any third party designated by the Requesting Party, a statement in writing certifying (a) that (except as may be otherwise specified by the Responding Party) (i) this Agreement is in full force and effect and unmodified, (ii) the Responding Party is not in default in the performance or observance of its obligations under this Agreement, and (iii) to the Responding Party's actual knowledge, the Requesting Party is not in default in the performance or observance of the Requesting Party's obligations under this Agreement, and (b) as to any other factual matters as the Requesting Party may reasonably request about this Agreement, the status of any matter relevant to this Agreement, or the performance or observance of the provisions of this Agreement.

Section 10.4 No Implied Obligations for Future Development. Except as otherwise expressly provided herein, the rights and obligations of the Parties under this Agreement pertain only to the Project. This Agreement creates no obligation by any Party to cooperate in the design, financing or construction of any development other than the Project.

Section 10.5 Trade Secrets. Unless otherwise directed by court order, the Public Parties will treat the commitments of any tenants or purchasers to the Private Project, the expected or actual tenant and ownership mix of the Private Project, any related agreements any proformas, and any marked "trade secret" as trade secrets and not as public records or information, and will not disclose such documents or information to any third party without the written consent of the Developer. Each Public Party will promptly notify the Developer of (a) any public records request made to it that seeks disclosure of such documents or information and (b) any court action filed against it to compel the disclosure of such documents or information. Each Public Party will reasonably cooperate with the Developer in defending any such court action; provided, that the Developer shall be responsible for any costs of the any Public Party in such action, including without limitation any amounts, including attorney fees, awarded against a Public Party arising as a result of the Developer's claim of trade secrets.

Section 10.6 Notices. Any notice or request to be given or made under this Agreement (a) must be in writing, (b) if given or made with respect to one or more specific provisions of this Agreement, must specify those provisions and, if applicable, the time period within which a response is required under the terms of this Agreement, (c) must be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and (d) will be deemed to have been given or made upon the earlier of (i) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (ii) receipt if given or made by telecopy or personal delivery (or on the next business day after receipt if receipt occurs on a day other than a business day or after 5:00 p.m. Eastern Time on a business day):

as to the NCA:	Mount Vernon New Community Authority 236 South Main Street Mount Vernon, Ohio 43050 Attention: Chairman
as to the City:	City of Mount Vernon, Ohio 236 South Main Street Mount Vernon, Ohio 43050 Attention: Mayor
with a copy to:	Bricker Graydon, LLP 100 South Third Street Columbus, Ohio 43215 Attention: J. Caleb Bell, Esq.
as to the Developer:	MTV322 LLC 720 East Broad Street, Suite 200 Columbus, Ohio 43215 Attention: Scott Mallory and Randy Loebig
	Liberty Crossing MDG LLC 943 Adams Street Marion, Ohio 43302 Attention: Trent McDaniel
with a copy to:	Kegler, Brown, Hill & Ritter Co., L.P.A. 65 East State Street, Suite 1800 Columbus, Ohio 43215 Attention: Steve Umana, Esq.

Section 10.7 Inconsistencies. The Parties intend that this Agreement, on the one hand, and the other Project Agreements, on the other hand, will, to the extent practical, be interpreted to be consistent with each other. However, in the event of any irreconcilable inconsistency between this Agreement, on the one hand, and any of the other Project Agreements, on the other hand, the provisions of such of the other Project Agreements will control; provided that the rights and obligations of a Party under this Agreement will not be adversely affected by Project Agreements to which that Party is not a party.

Section 10.8 No Partnership. This Agreement does not and may not be construed to create a partnership or joint venture between or among any of the Parties.

Section 10.9 Governing Law. The internal laws of the State govern as to the interpretation, validity and effect of this Agreement.

Section 10.10 Jurisdiction. The Parties submit to jurisdiction in the State and agree that any judicial proceeding brought by or against any of the Parties with respect to this Agreement must be brought in any state or federal court located in Knox County, Ohio, which courts will have exclusive jurisdiction of controversies arising under this Agreement.

Section 10.11 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and will be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the Parties' essential objectives as expressed herein.

Section 10.12 **Diligent Performance.** With respect to any duty or obligation imposed on a Party by this Agreement, unless a time limit is specified for the performance of such duty or obligation, it is the obligation of that Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of that obligation as soon as reasonably practicable after commencement of performance.

Section 10.13 **Entirety of the Agreement.** This Agreement, together with the other Project Agreements, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, correspondence, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any Party which has not been embodied in this Agreement or any other Project Agreement, and no Party will be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. This Agreement may be amended or modified only by a written instrument signed by the Parties.

Section 10.14 **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns; provided, that the Developer shall not assign its obligations under this Agreement without the prior written consent of the Public Parties, which consent shall not be unreasonably withheld as long as the assignee is proven to be capable of carrying out the obligations of the Developer under this Agreement.

Section 10.15 **Captions.** The captions in this Agreement are included for purposes of convenience only and are not considered a part of this Agreement and will not be used in construing or interpreting any provision hereof.

Section 10.16 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference and made a part hereof, to the same extent as if set out in full herein.

Section 10.17 **No Waiver.** No waiver of any condition or covenant of this Agreement to be satisfied or performed by a Party will be deemed to imply or constitute a further waiver of the same or any like condition or covenant, and nothing contained in this Agreement nor any act of a Party, except a written waiver signed by such Party, will be construed to be a waiver of any condition or covenant to be performed by another Party.

Section 10.18 **Construction.** No provisions of this Agreement will be construed against a Party by reason of such Party having drafted such provisions.

Section 10.19 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which constitutes an original document.

Section 10.20 Third Party Beneficiaries. Except as otherwise expressly provided herein, there are no third party beneficiaries, express or implied, to this Agreement.

Section 10.21 Extension Right by the Public Parties. Developer acknowledges that various provisions of this Agreement require that the NCA or City provide approval on or make decisions within a specified period of time and that the NCA and City have separate calendars, legal limitations regarding meetings, or other impediments that may make it difficult for the NCA and City to reply within the time period set forth herein if additional approvals from the NCA Board or City Council are required. Notwithstanding the foregoing, the NCA and City will use their reasonable efforts to reply or make decisions within the specified period. In consideration of that commitment, Developer agrees that the NCA and City shall have the right to extend a specified period of time for a reply or other decision for one period of 30 days (an "Extension") provided that the individual Public Party notifies Developer of any such exercise within the original time period prescribed in this Agreement and utilizes its best efforts to minimize any delay. Developer further agrees that the rights of the NCA and City to an Extension shall apply to each separate submission by Developer in those instances under this Agreement where multiple submissions are contemplated.

(End of Article X)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

CITY OF MOUNT VERNON, OHIO

By: ________________________________

Name: ______________________________

Title: _______________________________

MOUNT VERNON NEW COMMUNITY AUTHORITY

By: ________________________________

Name: ______________________________

Title: _______________________________

MTV322 LLC

By: ________________________________

Printed: _____________________________

Title: _______________________________

LIBERTY CROSSING MDG LLC

By: ________________________________

Printed: _____________________________

Title: _______________________________

[Signature Page to Cooperative Agreement]

NCA FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the NCA under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the NCA during the year 2025 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the NCA or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: ___________, 2025

____
Fiscal Officer
Mount Vernon New Community Authority

CITY AUDITOR'S CERTIFICATE

The undersigned, fiscal officer of the City under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2025 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: ____________, 2025

____
Auditor
City of Mount Vernon, Ohio

[City Auditor Certificate to Cooperative Agreement]

EXHIBIT A

Property

The Property appears as the parcels outlined in blue below known as parcel identification numbers 66-00501.000, 66-00501.006, and 66-00501.007 in the office of the Knox County Auditor in Mount Vernon, Knox County, Ohio.

EXHIBIT B

Public Project

The Public Project consists generally of acquiring and constructing the infrastructure described below:

- Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including continued maintenance and necessary site grading therefore), water lines (including continued maintenance therefore), police station buildings and improvements, fire buildings and improvements, water and fire protection systems, and all other appurtenances thereto;
- Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or reconstruction of one or more public parks, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes;
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
- Environmental remediation;
- Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare;
- Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenue, including but not limited to City Engineering, architectural, legal, TIF administration, permitting and public infrastructure construction management, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing.

The Public Project specifically includes the costs of financing the Public Project, including the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Project, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Project and the Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Project.

Each portion of the Public Project described above is hereby determined to be a "public infrastructure improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8) and are intended to benefit the real property described in Exhibit A).