



**CITY OF HUBER HEIGHTS  
STATE OF OHIO**

**City Council Work Session**

**July 22, 2025  
6:00 P.M.**

**City Hall - Council Chambers - 6131 Taylorsville Road - Huber Heights, Ohio**

- 1. Call Meeting To Order/Roll Call**
- 2. Approval Of Minutes**
  - A. July 8, 2025
- 3. Work Session Topics Of Discussion**
  - A. City Manager Report
  - B. Property Maintenance Review Board Update
  - C. 2026 Sidewalk Program - Resolution Of Necessity
  - D. Carriage Trails Co. LLC - Development Agreement
- 4. Adjournment**

**AI-10974**

**Topics Of Discussion**    A.

**Council Work Session**

**Meeting Date:** 07/22/2025

City Manager Report

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session    **Date(s) of Committee Review:** 07/22/2025

**Audio-Visual Needs:** SmartBoard    **Legal Review:** Not Needed

**Emergency Legislation?:** No    **Motion/Ordinance/Resolution No.:** N/A

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**Agenda Item Description or Legislation Title**

City Manager Report

**Purpose and Background**

A copy of the presentation given with the City Manager Report has been attached (see attached).

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

**Recurring Cost? (Yes/No):** N/A

**Funds Available in Current Budget? (Yes/No):** N/A

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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**AI-10997**

**Topics Of Discussion**     **B.**

**Council Work Session**

**Meeting Date:** 07/22/2025

Property Maintenance Review Board Update

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session     **Date(s) of Committee Review:** 07/22/2025

**Audio-Visual Needs:** None     **Legal Review:** Not Needed

**Emergency Legislation?:** No     **Motion/Ordinance/Resolution No.:** N/A

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**Agenda Item Description or Legislation Title**

Property Maintenance Review Board Update

**Purpose and Background**

Representatives of the Property Maintenance Review Board will give an update presentation on the activities and work of the Property Maintenance Review Board.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

**Recurring Cost? (Yes/No):** N/A

**Funds Available in Current Budget? (Yes/No):** N/A

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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AI-11005

Topics Of Discussion C.

**Council Work Session**

**Meeting Date:** 07/22/2025

2026 Sidewalk Program - Resolution Of Necessity

**Submitted By:** Hanane Eisentraut

**Department:** Assistant City Manager - Public Services

**Council Committee Review?:** Council Work Session

**Division:** Engineering

**Date(s) of Committee Review:** 07/22/2025

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

**Motion/Ordinance/  
Resolution No.:**

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**Agenda Item Description or Legislation Title**

2026 Sidewalk Program - Resolution Of Necessity

**Purpose and Background**

The Engineering Division has identified properties requiring work within the 2026 Sidewalk Program area. Additionally, each property has been measured and an estimate of the repair costs has been completed. The first step in the assessment process will be to notify the property owners of the need to repair their sidewalks and/or aprons. Property owners will have until December 31, 2025, if they wish to hire their own contractor or perform the work themselves.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

**Recurring Cost? (Yes/No):** N/A

**Funds Available in Current Budget? (Yes/No):** N/A

**Financial Implications:**

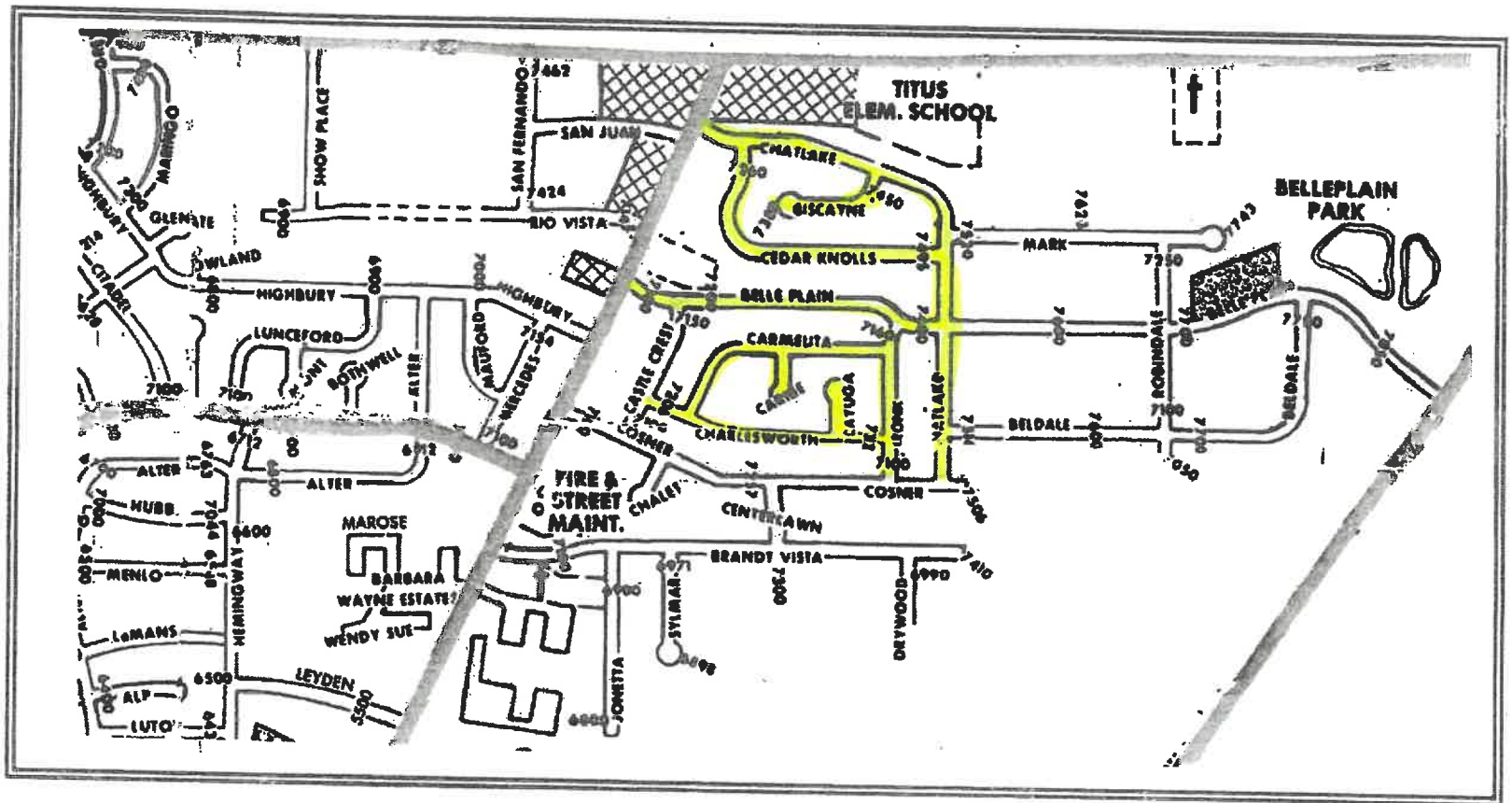
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**Attachments**

Map

Resolution

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PROJECT LOCATION MAP  
2026 SIDEWALK PROGRAM

Huber Heights, Ohio

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2025-R-

DECLARING THE NECESSITY OF REPAIRING SIDEWALKS, CURBS, GUTTERS, DRIVEWAY APPROACHES, AND APPURTENANCES THERETO ON PORTIONS OR ALL OF CERTAIN STREETS IN THE 2026 SIDEWALK PROGRAM, PROVIDING THAT ABUTTING OWNERS REPAIR THE SAME.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio, two-thirds of the members concurring, that:

Section 1. It is necessary to repair sidewalks, curbs, gutters, driveway approaches, and appurtenances thereto on those streets listed in Exhibit A attached hereto and made a part of this Resolution. All such repairs shall be made in accordance with the plans, specifications and estimates of cost prepared by the City Engineer and now on file in the Office of the City Engineer.

Section 2. The owners of the lots and lands bounding and abutting upon the streets, sidewalks, curbs, gutters, and driveway approaches, and appurtenances thereto described in Section 1 of this Resolution shall repair sidewalks, curbs, gutters and driveway approaches and the appurtenances thereto in front of their premises in accordance with the plans and specifications now on file with such repair work to be completed by December 31, 2025. If such repair by any such property owner is not completed within said period, this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each such defaulting owner and made a lien thereon, to be collected in the manner provided by law and with penalty and interest as provided by law. The cost of such repair and improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances. Such costs shall further include the costs incurred in connection with the preparation, levy, and collection of the special assessments, expenses of legal services, including obtaining and approving legal opinion, costs of labor and materials, and interest on any bonds and notes that could be sold at the time to finance the improvements plus administration and collection costs, together with all other necessary expenditures.

Section 3. The Clerk of Council is directed to cause written notice of the adoption of this Resolution to be served as required by law.

Section 4. The plans, specifications and estimates of cost for such repair work, as referred to above in this Resolution and as heretofore filed with the Office of the City Engineer, are hereby approved.

Section 5. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**2026 SIDEWALK PROGRAM**  
**STREET LISTING**

Belle Plain Drive 7101 Belle Plain Drive to 7407 Belle Plain Drive  
Biscayne Court from 7380 Biscayne Court to 7450 Biscayne Court  
Caribe Place from 7134 Caribe Place to 7147 Caribe Place  
Carmelita Drive from 7200 Carmelita Drive to 7337 Carmelita Drive  
Cayuga Court from 7122 Cayuga Court to 7135 Cayuga Court  
Charlesworth Drive from 7206 Charlesworth Drive to 7312 Charlesworth Drive  
Chatlake Drive from 7100 Chatlake Drive to 7513 Chatlake Drive  
Cedar Knolls Drive from 7261 Cedar Knolls Drive to 7495 Cedar Knolls Drive  
Cronk Drive from 7100 Cronk Drive to 7160 Cronk Drive



**AI-11006**

**Topics Of Discussion**     **D.**

**Council Work Session**

**Meeting Date:** 07/22/2025

Carriage Trails Co. LLC - Development Agreement

**Submitted By:** Aaron Sorrell

**Department:** Assistant City Manager - Public Services

**Council Committee Review?:** Council Work Session     **Date(s) of Committee Review:** 07/22/2025

**Audio-Visual Needs:** None     **Legal Review:** Completed

**Emergency Legislation?:** No     **Motion/Ordinance/  
Resolution No.:**

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**Agenda Item Description or Legislation Title**

Carriage Trails Co. LLC - Development Agreement

**Purpose and Background**

This legislation will authorize a Development Agreement with Carriage Trails Co. LLC, the developers of Carriage Trails II. This agreement is substantially similar to the development agreement with DEC for Carriage Trails I.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

**Recurring Cost? (Yes/No):** N/A

**Funds Available in Current Budget? (Yes/No):** N/A

**Financial Implications:**

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**Attachments**

Resolution

Exhibit A

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH CARRIAGE TRAILS CO. LLC.

WHEREAS, the City of Huber Heights (the “City”) and Carriage Trails Co. LLC (the “Developer”) intend to enter into a Development Agreement (the “Agreement”); and

WHEREAS, the Agreement provides for the development of approximately 296.236 acres of real property located north of Carriage Trails Parkway, as depicted as Exhibit A in the Development Agreement; and

WHEREAS, the Developer proposes to develop a mixed-use community as described in the Basic Development Plan (the “Project”) approved by the Huber Heights City Council on September 24, 2024; and

WHEREAS, the City and Developer have agreed to enter into the Agreement, attached hereto as Exhibit A, to facilitate the construction of the Project, including the provision of development incentives such as real property tax exemptions or other incentives; and

WHEREAS, the City Council finds that executing and delivering the Agreement is in the best interest of the City, as it will foster economic development, create new jobs, and improve the overall economic welfare of the residents of the City of Huber Heights and the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio that:

Section 1. The Development Agreement between the City and Carriage Trails Co. LLC, attached hereto as Exhibit A, providing for the development of approximately 296.236 acres of real property located north of Carriage Trails Parkway, as depicted as Exhibit A in the Development Agreement; and the associated development incentives, is hereby approved. The City Manager is authorized to make any changes to the Agreement that are consistent with this Resolution and not substantially adverse to the City. Such changes shall be approved by the City Manager and reviewed by the Law Director.

Section 2. The City Manager is hereby authorized, on behalf of the City, to execute the Agreement. Any changes made to the Agreement that are not substantially adverse to the City, as determined by the City Manager and approved by the Law Director, shall be conclusively evidenced by the execution of the Agreement.

Section 3. The City Manager, Director of Finance, Law Director, Clerk of Council, and any other appropriate City officials are hereby authorized and directed to prepare, execute, and sign all necessary agreements and documents, and to take any actions required to implement this Resolution.

Section 4. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
DEVELOPMENT AGREEMENT**

by and between

**CITY OF HUBER HEIGHTS, OHIO**

and

**CARRIAGE TRAILS CO. LLC**

relating to

**CARRIAGE TRAILS DEVELOPMENT**

Dated as of

\_\_\_\_\_, 2025

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## DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “*Agreement*”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “*Effective Date*”) by and between the **CITY OF HUBER HEIGHTS, OHIO** (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*State*”) and its Charter and **CARRIAGE TRAILS CO. LLC**, an Ohio limited liability company (the “*Developer*” and together with the City, the “*Parties*” and each of the Parties individually referred to herein as a “*Party*”), under the circumstances summarized in the following recitals (terms used but not defined in the Recitals shall have the meaning set forth in Section 1.2):

### RECITALS:

WHEREAS, The Basic Development Plan (BDP) (later defined) submitted on August 20, 2024 to rezone the property to Planned Mixed Use (PM) and approve the BDP incorporating the supplemental development standards proposed by Developer was approved on September 10, 2024 by City Planning Commission and on September 24, 2024 by City Council; and

WHEREAS, Developer desires to undertake the Development on the Development Site (later defined), subject to all required approvals by the City in accordance with the City Codified Ordinances and other governing authorities; and

WHEREAS, the City Council has passed the Authorizing Legislation (later defined) which authorizes the execution and delivery of this Agreement; and

WHEREAS, The Parties desire to see additional housing and economic development opportunities developed within the Development Site; and

WHEREAS, the Parties have determined to enter into this Agreement to provide for the development of the Development Site; and

WHEREAS, the Developer may acquire additional acreage to add to the Development Site (“*Additional Acreage*”) and the City and Developer agree to amend the Agreement to add this Additional Acreage; and

WHEREAS, The City shall file this Agreement with the County Recorder of the County for recordation in the Official Records of the County as soon as practicable following the Effective Date; and City shall pay any costs associated with the recording of this Agreement. City shall, promptly following such recordation, provide, without charge, a copy of this Agreement to Developer.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree and obligate themselves as follows:

**(END OF RECITALS)**



## 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 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

**Section 1.2** Definitions. As used herein:

*“Additional Acreage”* means the additional acreage the Developer may acquire to add to the Development Site.

*“Agreement”* means this Development Agreement dated as of the Effective Date, by and between the City and the Developer.

*“BDP”* means the Basic Development Plan submitted on August 20, 2024 to rezone the property to Planned Mixed Use (PM) and approved by City Planning Commission on September 10, 2024 and by City Council on September 24, 2024;

*“City”* means the City of Huber Heights, Ohio, an Ohio municipality.

*“City Attorney”* means the City Attorney of the City or any person serving in an interim or acting capacity with respect to that office.

*“City Codified Ordinances”* means the Codified Ordinances of the City, as amended and supplemented from time to time.

*“City Council”* means the City Council of the City.

*“City Default”* shall have the meaning set forth in Section 5.2.

*“City Manager”* means the City Manager of the City or any person serving in an interim or acting capacity, or designee.

*“County”* means the County of Miami, Ohio.

*“County Recorder”* means the Miami County Recorder or any person serving in an interim or acting capacity with respect to that office, or designee.

*“Declaration”* means the Declaration of Covenants Conditions and Restrictions prepared by Developer dated April 1, 2009, which was recorded by Developer with the County Recorder on May 1, 2009, in Volume 0029, starting at page 135, as amended; and has been amended to include the Additional Acreage, recorded by the Developer with the County Recorder, as the Eighth Amendment to the Master

Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens for Carriage Trails Development, Instrument Number 2025OR-02144 filed on March 4, 2025.

*"Developer"* means Carriage Trails Co. LLC, an Ohio limited liability company.

*"Developer Default"* shall have the meaning set forth in Section 5.1.

*"Developer Mortgage"* shall have the meaning set forth in Section 6.5.

*"Developer Mortgagee"* shall have the meaning set forth in Section 6.5.

*"Development"* means the development proposed by Developer as approved by the BDP, which can consist of single-family residential homes, multi-family residential units and commercial.

*"Development Site"* means the Property or Additional Acreage added to the Property.

*"Effective Date"* means the date as defined in the preamble of this Agreement.

*"Improvements"* shall have the same meaning as set forth in Ohio Revised Code Section 5709.40(A)(4).

*"MOA"* means the Master Owners Association created by Developer on August 4, 2009.

*"Notice Address"* means:

as to the City:

City of Huber Heights, Ohio  
Attention: John Russell, City Manager  
6131 Taylorsville Road  
Huber Heights, Ohio 45424  
Email: [jrussell@hhoh.org](mailto:jrussell@hhoh.org)

With a duplicate to:

Coolidge Wall Co., LPA  
Attn: Christopher R. Conard  
33 W. First Street, Suite 200  
Dayton, Ohio 45402  
Email: [conard@coollaw.com](mailto:conard@coollaw.com)

as to the Developer:

Carriage Trails Co. LLC  
Attn: William W. Keethler II, CEO & President  
5131 Post Road, Suite 101  
Dublin, OH 43017  
Email: [bkeethler@carriage-trails.com](mailto:bkeethler@carriage-trails.com)

With a duplicate to:

Kidder Law Firm, LLC  
Attn: Charles L. Kidder, Esq.  
5131 Post Road, Suite 101  
Dublin, OH 43017  
Email: [ckidder@kidderlegal.com](mailto:ckidder@kidderlegal.com)

*“Owner”* shall have the meaning set forth in Section 2.3.

*“Parties”* means, collectively, the City and the Developer.

*“Planning Commission”* means, the Planning Commission of City.

*“Property”* means the +/-296.236 acres of real property depicted on **EXHIBIT A** attached hereto and incorporated herein by reference and the Additional Acreage.

*“State”* means the State of Ohio.

**Section 1.3**     Interpretation. Any reference in this Agreement to the City or to any officers of the City 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, a section, provision or chapter of the Ohio Revised Code, or a section or provision of the City Codified Ordinances 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 the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of 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 hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, financing, construction, acquisition and installation of the Development Site.

**Section 2.2**     Term of Agreement. This Agreement shall become effective as of the Effective Date and will continue until the Parties' respective obligations set forth herein have been fulfilled, unless earlier terminated in accordance with this Agreement.

**Section 2.3**     Declaration of Covenants.

- (a) Filing. It is intended and agreed, and it will be so provided by the Developer in the Declaration relating to the Property upon which the Development Site is constructed (the "*Development Site*") that certain covenants set forth herein shall hereafter be binding upon owners of the Development Site (each, including the Developer, during its period of ownership of the Development Site, an "*Owner*"). Except as otherwise provided in the Declaration, the covenants set forth in the Declaration are hereby incorporated into this Agreement by this reference.
- (b) Termination. Upon satisfaction of the obligations of the Developer related to the Development Site, the City will, upon the request of the Developer or an Owner, execute an instrument in recordable form evidencing the termination of the Declaration with respect to the Property, or any applicable portion thereof, and releasing the covenants running with the land as set forth in the Declaration with respect to the Developer's or that Owner's portion of the Property.

**(END OF ARTICLE II)**

### ARTICLE III

#### **REPRESENTATIONS AND COVENANTS OF THE PARTIES**

**Section 3.1**     Representations and Covenants of the City. The City represents and covenants that:

(a)     It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b)     It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America , that would impair its ability to carry out its obligations contained in this Agreement.

(c)     It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, including its Charter, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d)     This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e)     There is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f)     The City will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

**Section 3.2**     Representations and Covenants of the Developer. The Developer represents and covenants that:

(a)     It is a for-profit limited liability company duly organized and validly existing under the applicable laws of the State of Ohio.

(b)     It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the Developer and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it, have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) It is not aware of any litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

**(END OF ARTICLE III)**

**ARTICLE IV**  
**DEVELOPMENT SITE**

**Section 4.1**     Zoning.

(a)     Zoning and Basic Development Plan. The Rezoning to Planned Mixed-Use (PM) and the BDP were approved on September 10, 2024 by City Planning Commission and on September 24, 2024 by City Council.

(b)     Proposed Timing. The Parties agree that the Development Site will likely be developed in phases and therefore, Developer may periodically submit separate detailed development plans for the various phases of the development of the Development Site, all of which will be subject to the Planning Commission approval process.

**Section 4.2**     Construction and Installation of Utilities and Roadways.

(a)     Water. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the water lines, hydrants, valves, and related appurtenances within the Development Site which water lines, hydrants, valves, and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements. The City hereby confirms that it will supply water services to the Development Site under the terms and conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Development Site during the term of this Agreement.

(b)     Sanitary Sewer. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the sanitary sewer lines and related appurtenances within the Development Site, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements and will be dedicated and an easement granted to the City. The City hereby confirms that it will supply sanitary sewer services to the Development Site under the terms and conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Development Site during the term of this Agreement.

(c)     Storm Sewer. Except as otherwise provided herein, at no cost to the City, the Developer shall provide to the City storm sewer drainage easements, as necessary, and will dedicate a storm sewer

collection system and related onsite detention and/or retention ponds to the City which will be designated on the detailed development plan(s) and plat(s) to service the Development Site. The exact location and size of such storm sewer drainage easements and on-site ponds shall be determined by (i) the detailed development plan(s) and final plat(s) as approved by the City, consistent with the zoning thereof, as herein provided, (ii) engineering standards and (iii) all other applicable rules and regulations. Except for underground storm sewer pipes, the Developer or the MOA shall be responsible for all maintenance of the storm sewer management system (including but not limited to easements and ponds) located within the Property and servicing the Development Site.

Each Party covenants and agrees that all roadway, utility and other construction and development work undertaken by that Party (or any third-party upon the direction of that Party) will be designed and performed in such a manner as not to disrupt or otherwise interfere with any existing storm sewer drainage systems (surface, field tile or other) on or off of the Development Site.

(d) Roadways.

(i) Private Roads. Except as otherwise provided herein, all private drives and internal roads on the Property servicing the Development Site shall be constructed by the Developer, at no cost to the City, as needed for its intended use of the Development Site. All private drives and internal roads shall be (A) constructed in accordance with the standards customarily employed by a developer for projects of a similar scope and size, (B) designed in accordance by a licensed professional engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of Ohio, and (C) located in accordance with final development plans and permits approved by the City.

(ii) Public Roads on Property. If the Parties agree that the construction of any public roads or public road modifications are required on the Property, all such public roads or public road modifications on the Property shall be constructed by the Developer, at no cost to the City, in accordance with City standards, and as may be applicable and appropriate to the type of road being constructed. Any such public roads or public road modifications constructed on the Property under this Agreement shall be



(A) located within current or future dedicated right of way, and (B) reviewed, inspected and approved by the City.

(e) Cross Easements for Utility Services. The Parties agree among themselves to grant, without charge, reciprocal cross-easements or easements to public or private utilities, as appropriate, for construction of utilities described in this Section, or other public or private utilities to service the Development Site; *provided, however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan for the Development Site, except as may otherwise be reasonably necessary to assure utility services to all parts of the Development Site. Easements for surface drainage shall follow established water courses, unless otherwise agreed to by the affected Party. The Developer shall restore any easement areas to a condition which is reasonably satisfactory to the City promptly following any construction work by the Developer. The City shall restore any easement areas following any construction work by the City in accordance with the City Codified Ordinances.

(f) Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed within the Development Site (except the utility cross easements described in Section 4.4(e)) shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to the City, which agrees to accept such dedication, and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement.

(g) Cooperation. The City agrees to work cooperatively with the Developer to support the Development Site and timely review and act on any requests for City approvals, permits or inspections.

**Section 4.3** Developer Obligations.

(a) The Developer shall be responsible for developing the Development Site in accordance with the detailed development plans, as may be modified from time to time, and as such plans are approved by the City as hereinbefore provided. Except as otherwise provided in this Agreement, the Developer shall provide all funds necessary to develop and to design, finance and construct the Development Site. Unless a later date applies to a given obligation, as expressly set forth in this Agreement, the obligations under this Agreement of the Developer shall, as to the Development Site, commence on the later of (i) the first date on which all titles to the parcel(s) upon which the Development

Site is to be constructed is/are transferred to the Developer as evidenced by the recordation of the deed(s) to said parcel(s); or (ii) the Effective Date of this Agreement.

**Section 4.4**     Permits. Prior to commencing construction of the Development Site, Developer shall obtain all necessary permits from all levels of government having jurisdiction thereover to allow Developer to build and develop the Development Site consistent with the detailed development plan(s) for the Development Site. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of City administrative plan review requirements, at the time of application for those predevelopment permits.

**Section 4.5**     Fees, Charges and Taxes. The Developer shall, as and when customarily payable to the City on projects comparable to Development Site, pay the then-current standard fees in connection with any construction of the Development Site, which fees shall include, but not be limited to, fees for the provision of water, sanitary sewer and storm sewer services, and which fees, the City agrees, will be determined in a manner consistent and uniform with the manner of fee determination by the City on projects comparable to the Development Site. The Developer acknowledges and agrees that the City reserves the right to adjust the standard fees described in this Section from time to time in a manner consistent and uniform with the manner of fee determination by the City on projects comparable to the Development Site. The Developer shall also ensure that any other standard fees, sales and use taxes, if any, and license and inspection fees necessary for the completion of the Development Site shall be timely paid.

**Section 4.6**     Provision of City Services. The City agrees to provide to the Development Site all City services usually and customarily provided by the City, including but not limited to, fire and police protection and road maintenance on dedicated and accepted public streets consistent with its City-wide street maintenance program; provided *however*, the City shall not be required to construct and install improvements related to the provision of those services except as may be required as part of a general duty to provide a basic obligation of public service or otherwise provided herein.

**Section 4.7**     Insurance and Bonds. Insurance and bonds shall be provided by the Developer or its contractors and subcontractors during the course of development of the Development Site as otherwise required by, the City Codified Ordinances and other applicable development regulations.

**Section 4.8**     Compliance with Laws. In connection with the construction of the Development Site and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state, county, or municipal laws (including City Codified Ordinances) all material respects; provided, however, that nothing in this Section shall prohibit Developer from contesting in good faith the application of any such laws in an appropriate forum.

**Section 4.9**     Expeditious Completion of the Development Site. The Parties agree that the expeditious completion of the Development Site will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Development Site in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Development Site; *provided, however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby. The Parties each agree that the City shall have no responsibility relative to the marketing or sale of the real property or improvements thereto within the Development Site.

**Section 4.10**   Development Considerations.

(a) The parties agree to support and cooperate with any proposed economic incentive approvals to oversee, coordinate, construct and finance public infrastructure improvements and community facilities, including, but not limited to, (1) Tax Increment Financing (TIF) (ORC 5709.40 et seq.); (2) Community Reinvestment Area (CRA) (ORC 3735.65 et seq.); and (3) New Community Authority (NCA) (ORC Chapter 349), to the extent that the total amount charged to each Developer-owned property, or first subsequent owner will not exceed an amount in the aggregate that the property owner would pay in property taxes anywhere else in Carriage Trails.

The Parties further agree to Developer-Funded Special Assessments, on terms consistent with those described in City Resolution No. 2021-R-7018 and City Ordinance No. 2021-O-2483 and negotiated and agreed to by both Parties.

The terms and conditions of the development incentive programs and special assessments may be memorialized in separate agreements between the Parties.

(b) The Developer agrees to offer a donation of land to the City (the “**Donated Acreage**”) for the purpose of facilitating the development of a school, community park, and fire station. The City agrees to cooperate in recognizing the Fair Market Value (FMV) of the Donated Acreage as determined through a mutually accepted valuation method for applicable tax benefits to the Developer. The Donated Acreage is as follows:

(i) Approximately sixteen (16) to eighteen (18) acres of the Donated Acreage will go to the City and/or Bethel Local School District (the “**School District**”) for the development of a new elementary school and / or a community park. The donation to the School District is conditioned upon the School District agreeing to construct a new elementary school within five (5) years of the donation. Should the School District decline to construct a new elementary school within the prescribed period of time, then the Developer will still agree to donate the Donated Acreage to the City for the City to construct a community park. The City agrees to credit the sixteen (16) to eighteen (18) acres of Donated Acreage as required greenspace in the planned mixed-use zoning designation.

(ii) Approximately two and a half (2.5) acres of the Donated Acreage will go to the City for the purpose of constructing a new fire station. The two and a half (2.5) acres are located at the intersection of Carriage Trails Parkway and Red Buckeye Drive, comprised of partial parcel P48-002489 (excluding the retention pond) and parcel P48-002482. The City acknowledges this donation may be subject to approval by the Carriage Trails Homeowners Association. The City agrees to credit the two and a half (2.5) acres of Donated Acreage toward the general greenspace requirements of the Carriage Trails development. If necessary, the City will work to amend the Public Access Easement of Greenspace to credit the Donated Acreage towards the easement requirements.

**(END OF ARTICLE IV)**

## ARTICLE V

### EVENTS OF DEFAULT; REMEDIES

**Section 5.1** Developer Default. Any one or more of the following shall constitute a Developer Default under this Agreement:

(a) Default by the Developer in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty (30) days after written notice from the City, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a Developer Default shall not be deemed to occur so long as the Developer commences to cure the default within the thirty-day period and diligently pursues the cure for completion within a reasonable time;

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

(c) 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;

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

(e) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the Developer as debtor; or

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

**Section 5.2** City Default. Any one or more of the following shall constitute a City Default under this Agreement:

(a) Default by the City in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty (30) days after written notice from the Developer, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a City Default shall not be deemed to occur so long as the City commences to cure the default within the thirty day period and diligently pursues the cure for completion within a reasonable time;

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

(c) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the City as debtor.

**Section 5.3**     Remedies.

(a) In the event that the Developer shall create or suffer a Developer Default under this Agreement which remains uncured as aforesaid, or in the event that the City shall create or suffer a City Default under this Agreement which remains uncured as aforesaid, or in the event of any dispute arising out of or relating to this Agreement which does not necessarily rise to the level of a default hereunder, then absent facts or circumstances which compel a Party's pursuit of immediate injunctive or other equitable relief, the Parties agree to and shall first proceed as follows prior to pursuit of any other remedies hereunder, in equity or at law:

(i) the complaining Party shall notify the other Party in writing of the dispute and/or claimed default, and thereafter the Parties shall undertake good faith discussions for the purpose of resolving the dispute and/or the issues giving rise to the claimed default.

(ii) If the dispute and/or the issues giving rise to the claimed default are not resolved by such good faith discussions within thirty (30) days after such notice is provided under foregoing clause (i), then, upon the request of either Party by written notice to the other Party, mediation shall be initiated through the use of a mutually-acceptable neutral mediator not affiliated with either of the Parties, and thereafter the Parties shall proceed in good faith with such mediation for the purpose of resolving the dispute and/or the issues giving rise to the claimed default. If the Parties are unable to agree upon a neutral mediator, then either Party may solicit the Administrative Judge of the Common Pleas Court of Montgomery County, Ohio to appoint the mediator. If the dispute and/or the issues giving rise to the claimed default are not resolved within thirty (30) days after the identification or appointment of the mediator, then the Parties may pursue their other remedies hereunder, in equity or at law. Each Party shall pay its own costs and one-half (1/2) of the mediator's fees and expenses in connection with any such

mediation. The Developer acknowledges that before the Parties may proceed with mediation in accordance with this Section 8.3(a), City Council must first authorize and appropriate sufficient monies to pay the City's portion of the cost; provided, however, if the City fails to authorize and appropriate sufficient monies to pay the City's portion of the cost for mediation within sixty (60) days after the appointment of a mediator, the Developer may immediately, and without first being required to proceed to mediation under this Section, pursue its other remedies hereunder in equity or at law.

(b) In the event that the Developer shall create or suffer a Developer Default under this Agreement and the Parties are unable to resolve all issues arising out of such a Developer Default in accordance with the discussion and mediation provisions set forth in Section 5.3(a) above, then, in addition to any other rights or remedies available to the City hereunder, in equity or at law, the City, at its option, shall have the right to cancel and terminate this Agreement by written notice to the Developer.

(c) In the event that the City shall create or suffer a City Default under this Agreement and the Parties are unable to resolve all issues arising out of such a City Default in accordance with the discussion and mediation provisions set forth in Section 5.3(a) above, then, in addition to any other rights or remedies available to the Developer hereunder, in equity or at law, the Developer, at its option, shall have the right to cancel and terminate this Agreement by written notice to the City.

**Section 5.4** Other Rights and Remedies; No Waiver by Delay. The Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Agreement because of concepts of

waiver, laches, or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

**Section 5.5**     Force Majeure. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided, however*, that the Party seeking the benefit of the provisions of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

**(END OF ARTICLE V)**



## ARTICLE VI

### MISCELLANEOUS

**Section 6.1**     Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party; provided, however, that the Developer may without the consent of the City assign its rights and responsibilities under this Agreement to any affiliate of Developer; *provided, further*, any assignment shall not have an effective date earlier than the date title to the parcel upon which such Development Site is to be constructed is/are transferred to the affiliate as evidenced by the recordation of the deed(s) to said parcel(s).

For purposes of this Agreement, an “*affiliate*” of the Developer shall mean any entity controlled by or under common control with the Developer and, “*controlled by*” or “*under common control with*” will refer to the possession, directly or indirectly, of the legal power to direct or cause the direction of the management and policies of an entity, whether through the exercise of, or the ability to exercise, voting power or by contract.

Once the Development Site has been completed, the Developer may assign this Agreement to an unrelated third party, which has the financial resources and expertise to own and operate the Development Site, with the prior written consent of the City, which consent will not be unreasonably conditioned, delayed or withheld.

**Section 6.2**     Binding Effect. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council’s sole discretion. All rights, remedies, and interests held, created in, or received by Developer in this Agreement or in any agreement attached to or entered into pursuant to this Agreement, shall, unless the same are specifically and expressly reserved by this Agreement to Developer, be rights, remedies, and interests automatically transferred by Developer to an affiliate of Developer with, and at such time as, the deed to any parcel upon which Development Site is to be constructed is executed and delivered by Developer; *provided, however*, that the automatic transfer of such rights, remedies, and interests described in this sentence are herein limited to the rights, remedies, and interests as they relate to and affect the Development Site owned by the Developer.

**Section 6.3**     Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

**Section 6.4**     Day for Performance. Wherever herein there is a day or time period established for performance and the day or the expiration of the time period is a Saturday, Sunday or legal holiday, then the time for performance will be automatically extended to the next business day.

**Section 6.5**     Developer Mortgagee Rights. The City hereby acknowledges that, from time to time during the development of the Development Site, the Developer may obtain financing in connection with the Development Site which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests in the Property (each a "*Developer Mortgage*"). In connection therewith, the City agrees to and shall cooperate with the Developer to provide to the holder of any such Developer Mortgage (each a "*Developer Mortgagee*") such reasonable factual representations and/or consents regarding this Agreement and/or the Developer's rights hereunder as such Developer Mortgagee may request from time to time. By way of example, such reasonable factual representations and/or consents may take the form of: (a) estoppel certificates certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that it is in full force and effect as modified and stating the modifications), that neither the City nor the Developer is in default in the performance of any obligations under this Agreement (or specifying any such default of which the City has knowledge), and certifying as to other facts as reasonably requested by such Developer Mortgagee; and/or (b) consents to the collateral assignment of certain of the Developer's rights under or in respect of this Agreement. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner. The Developer shall pay on behalf of the City any reasonable fees and expenses incurred by the City in connection with any request pursuant to this Section.

**Section 6.6**     Document Submissions to the City. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the City Manager or such other City department as may be directed by the City Manager.

**Section 6.7**     Entire Agreement. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the

subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

**Section 6.8**     Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., PDF or similar format delivered by electronic mail), and such electronic versions shall be deemed to be original versions of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

**Section 6.9**     Extent of Covenants; Conflict of Interest; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interests of any corporation, partnership, association or other entity in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, manager, member or employee of the City or the Developer, or its successors or permitted assigns, other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement nor any present or future member, officer, agent, director, manager or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

**Section 6.10**    Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and the Developer, its employees and agents, arising out of or relating

to this Agreement or its breach will be decided in a court of competent jurisdiction within **Montgomery** County, Ohio or any appellate court therefrom.

**Section 6.11** Limits on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event will the City or the Developer, or its successors or permitted assigns, be liable to each other for punitive, special, consequential or indirect damages of any type and regardless of whether those damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

**Section 6.12** No Third-Party Beneficiary. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 5.1, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein. With the exception of the Parties and any assignee effected pursuant to Section 5.1, it is not intended that any other person or entity shall have standing to enforce, or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever.

**Section 6.13** Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received by email, or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is received, signed or refused.

**Section 6.14** Recitals and Exhibits. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto and the information contained in the Exhibits hereto are an integral part of this Agreement and as such are incorporated herein by reference.

**Section 6.15** Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not

affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any provision, covenant, obligation or agreement contained herein is subject to more than one interpretation, a valid and enforceable interpretation is to be used to make this Agreement effective. An invalidity or unenforceability of any provision of this Agreement will not affect any valid and enforceable application, and each provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 6.16** Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

**(END OF ARTICLE VI – SIGNATURE PAGES TO FOLLOW)**

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, all as of the date first written above.

CITY OF HUBER HEIGHTS, OHIO

By: \_\_\_\_\_

Printed: \_\_\_\_\_ John W. Russell III \_\_\_\_\_

Title: \_\_\_\_\_ City Manager \_\_\_\_\_

Approved as to Form and Correctness:

By: \_\_\_\_\_

Printed: \_\_\_\_\_ Christopher \_\_\_\_\_ R. \_\_\_\_\_ Conard \_\_\_\_\_

Title: \_\_\_\_\_ City Attorney \_\_\_\_\_

STATE \_\_\_\_\_ OF \_\_\_\_\_ OHIO \_\_\_\_\_ )

) SS

COUNTY OF MONTGOMERY \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public personally appeared John W. Russell III, the authorized representative of the City of Huber Heights, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Huber Heights, Ohio and the voluntary act and deed of the City of Huber Heights, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

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

IN WITNESS WHEREOF, the Developer has caused this Agreement to be executed by its duly authorized representatives, all as of the date first written above.

CARRIAGE TRAILS CO. LLC

By: \_\_\_\_\_

Printed: William W. Keethler II

Title: President

STATE \_\_\_\_\_ OF \_\_\_\_\_ OHIO \_\_\_\_\_ )

) SS:

COUNTY OF FRANKLIN )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public personally appeared William W. Keethler II, the President of Carriage Trails Co. LLC, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of Carriage Trails Co. LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

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

### **FISCAL OFFICER’S CERTIFICATE**

The undersigned, Director of Finance of the City of Huber Heights, Ohio 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

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James A. Bell  
Director of Finance  
City of Huber Heights, Ohio



**EXHIBIT A**  
LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT B**  
DEPICTION OF DEVELOPMENT SITE