



City of Lakewood
City Council

Council At Large
Sarah Kepple, President
Thomas R. Bullock III
Angelina Hamilton Steiner

Ward Council
Kyle Baker, Ward 1, Vice President
Bryan Evans, Ward 2
Cindy Strebig, Ward 3
Cindy Marx, Ward 4

Noticed 07/30/25

PUBLIC NOTICE – COMMITTEE OF THE WHOLE

Committee of the Whole will meet Monday August 4, 2025 at 6:00 p.m. in the East Conference Room at Lakewood City Hall, 12650 Detroit Ave. The meeting is open to the public.

The meeting will be livestreamed on the City's website at the following link:

www.lakewoodoh.gov/councilvideos

PUBLIC COMMENT PROTOCOL (Updated 4/2025)

The public is invited to comment on agenda items by submitting a written comment in advance of the meeting using the eComment platform available [HERE](#). New users must create an eComment account. Committee Chairs may also accommodate in person public comment.

The agenda is as follows:

Approval of the minutes of the July 21, 2025 Committee of the Whole.

ORDINANCE 24-2025 - AN ORDINANCE to take effect immediately provided it receives the vote of at least two thirds of the members of Council, or otherwise to take effect at the earliest period allowed by law, authorizing the City of Lakewood, Ohio to transfer title to certain real property located within the City and enter into a Purchase and Sale Agreement with Belle Ave Partners, LLC for the purpose of supporting the redevelopment of certain real property in the City of Lakewood. (1st read & referred to COW 7/21/25)

Communication from Planning Director Byington regarding Former Lakewood Hospital Site – Establishment of Tax Increment Financing (TIF). (referred to COW 7/21/25)

ORDINANCE 25-2025 - AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council declaring improvement to real property within the City of Lakewood, Ohio to be a public purpose; exempting such improvement from real property taxation; requiring the owners of the property to make service payments in lieu of real property taxes; establishing an urban redevelopment tax increment equivalent fund for the deposit of service payments, making related authorizations pursuant to Ohio Revised Code Sections 5709.41, 5709.42, 5709.43 and 5709.83; and authorizing a service payment agreement in connection with the same. (1st read & referred to COW 7/21/25)

Sarah Kepple, Chair
COMMITTEE OF THE WHOLE

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least 3 business days ahead of the scheduled meeting. Contact Michelle Nochta at (216) 529-5906 michelle.nochta@lakewoodoh.net.

ORDINANCE NO. 24-2025

BY:

AN ORDINANCE to take effect immediately provided it receives the vote of at least two thirds of the members of Council, or otherwise to take effect at the earliest period allowed by law, authorizing the City of Lakewood, Ohio to transfer title to certain real property located within the City and enter into a Purchase and Sale Agreement with Belle Ave Partners, LLC for the purpose of supporting the redevelopment of certain real property in the City of Lakewood.

WHEREAS, the City of Lakewood, Ohio (the “City”) is desirous of encouraging economic development within the City to create jobs for its residents and to increase the City’s tax base; and

WHEREAS, in furtherance of those efforts, the City has implemented several planning initiatives, including, but not limited to, the Gold Coast Master Plan, the Lakewood Park Master Plan, the Detroit Avenue Streetscape Plan, the Kaufman Park Master Plan and the Uptown Madison Parking Study (collectively, the “Development Plans”); and

WHEREAS, as evidenced by the Development Plans, the City is “engaged in urban redevelopment” as provided in Ohio Revised Code (“R.C.”) Section 5709.41; and

WHEREAS, pursuant to R.C. Sections 5709.41, 5709.42 and 5709.43, the City is authorized to enact an ordinance (the “TIF Ordinance”) to declare “Improvement” (as defined in R.C. Section 5709.41) to be a public purpose and exempt from real property taxation so long as (1) the City held fee title to such real property prior to the adoption of the TIF Ordinance, and (2) such real property is leased or conveyed to any person either before the adoption of the TIF Ordinance; and

WHEREAS, BELLE AVE PARTNERS, LLC (collectively, with its various affiliates, the “Developer”) desires to construct or cause to be constructed a mixed-use development for commercial and residential purposes (the “Project”) on certain parcels of real property described in Exhibit A attached hereto (the “Property”) within the City; and

WHEREAS, to establish the terms of the redevelopment of the Property the City and Developer’s affiliate entered into a Development Agreement dated December 20, 2024, (the “Development Agreement”); and

WHEREAS, the City desires to support the project through the passage of the TIF Ordinance pursuant to R.C. Section 5709.41; and

WHEREAS, in order to pass the TIF Ordinance, the City is required to transfer fee title to the Property to the Developer; and

WHEREAS, the City and Developer desire to enter into a Purchase and Sale Agreement to facilitate the transfer of the Property to the Developer for the purposes of redevelopment, that has been negotiated by the Developer and the City and is attached hereto as Exhibit B (the “Purchase and Sale Agreement”); and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments, in that this agreement should be executed as soon as possible to facilitate the project; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD:

Section 1. That the Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit B, which among other things specifies the purchase price of \$1,500,000.00 and the terms of the transfer of the Property, is hereby authorized and approved, together with such revisions or additions thereto as approved by the Mayor and Law Director that are consistent with the objectives and requirements of this Ordinance, the Development Agreement, and not otherwise materially adverse to the City. The Mayor, for and in the name of the City, with the approval of the Law Director, is hereby authorized to execute the Purchase and Sale Agreement and any amendments thereto deemed by the Mayor to be necessary. The approval of changes or amendments by the Mayor, and the character of the changes or amendments as not being inconsistent with this Ordinance or the Development Agreement, and not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof by the Mayor, with the approval of the Law Director.

Section 2. Council authorizes the Mayor or any other officer of the City to take any and all actions required to transfer title to the Property, as described in Exhibit A, via limited warranty deed or other transfer instrument, and to take any and all other actions required to effectuate the transfer of the property, including, but not limited to, recording the deeds with the Cuyahoga County Fiscal Officer.

Section 3. That the property is not needed for a municipal purpose and the sale of said Property is in the best interests of the City and will further the interests of the City and its residents.

Section 4. That the procedure established for the sale of this Property by this Ordinance pursuant to Lakewood Codified Ordinance 155.07 is justifiable and reasonable because the property conveyance is necessary for the Project and to fulfill the City's urban redevelopment plan with respect to the same and Council has approved the terms of the purchase and sale pursuant to the Development Agreement on file with the Clerk of Council's office.

Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

Section 6. This ordinance is hereby declared to be an emergency measure necessary

for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: _____

Sarah Kepple, President of Council

Maureen M. Bach, Clerk of Council

Approved: _____

Meghan F. George, Mayor

EXHIBIT A

PROPERTY

The Property is the real estate situated in the City of Lakewood, Cuyahoga County, Ohio depicted on the attached plat and consisting of the following tax year 2024 parcel numbers:

Parcel Number
314-07-146
314-07-147
314-07-148

LOT SPLIT & CONSOLIDATION PLAT

State of Ohio, County of Cuyahoga, City of Lakewood
Being part of Original Rockport Township Section No. 22

THE INTENT OF THIS PLAT IS TO CONSOLIDATE PPN'S 314-07-017, 314-07-014, 314-07-008, AND 314-07-007 INTO ONE PARCEL AND THEN SPLIT IT INTO PARCELS "A", "B", AND "C" AS SHOWN.

AREA TABULATION	
PARCEL "A"	0.366 Ac. - PART OF 314-07-017
PARCEL "B"	0.254 Ac. - PART OF 314-07-014 1.299 Ac. - PART OF 314-07-008
PARCEL "C"	0.408 Ac. - PART OF 314-07-017 1.073 Ac. - PART OF 314-07-014 0.370 Ac. - PART OF 314-07-007 1.851 Ac. - PART OF 314-07-008

Pertinent Documents and Sources of Data Used:
 Plans
 MAP OF SURVEY AND RE-PLAT FOR LAKEWOOD HOSPITAL Vol. 228 Pg. 59
 LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD Vol. 310 Pg. 66
 LOT CONSOLIDATION FOR THE CITY OF LAKEWOOD Vol. 310 Pg. 67
 The Genck Realty Company's LAKEWOOD SUBDIVISION Vol. 35 Pg. 26
 Belle Avenue Allotment Vol. 41 Pg. 23

Deeds
 AFN 201602230181

STORM SEWER EASEMENT
 Does hereby grant the City of Lakewood "Storm Sewer Easement" as shown hereon with rights to access, lay, maintain, replace, or remove storm sewers, detention/retention basins, manholes, ditches, swales, earth mounds, plantings, and/or other appurtenances. The property owner, over which said easement lies, shall be responsible for the daily normal maintenance of the easement area. Any regrading of the easement area shall be subject to city codes.

PUBLIC ACCESS EASEMENT
 Does hereby grant the City of Lakewood and its residents "Public Access Easement" as shown hereon with rights to access and/or travel in accordance with executed agreements associated with the redevelopment of this property. The property owner, over which said easement(s) lie, shall be responsible for the maintenance of the easement area also in accordance with said executed agreements.

OWNERS ACCEPTANCE
 I, A REPRESENTATIVE OF, City of Lakewood, OWNER OF THE LANDS 314-07-017, 314-07-014, 314-07-008, AND 314-07-007, DO HEREBY ACCEPT THIS PLAT OF LOT SPLIT & CONSOLIDATION OF THE SAME.

NOTARY PUBLIC
 COUNTY OF Cuyahoga STATE OF Ohio
 I, Michael B. Stang, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me and that the same was signed and acknowledged by the parties to the foregoing instrument on the day and at the place hereinabove stated.

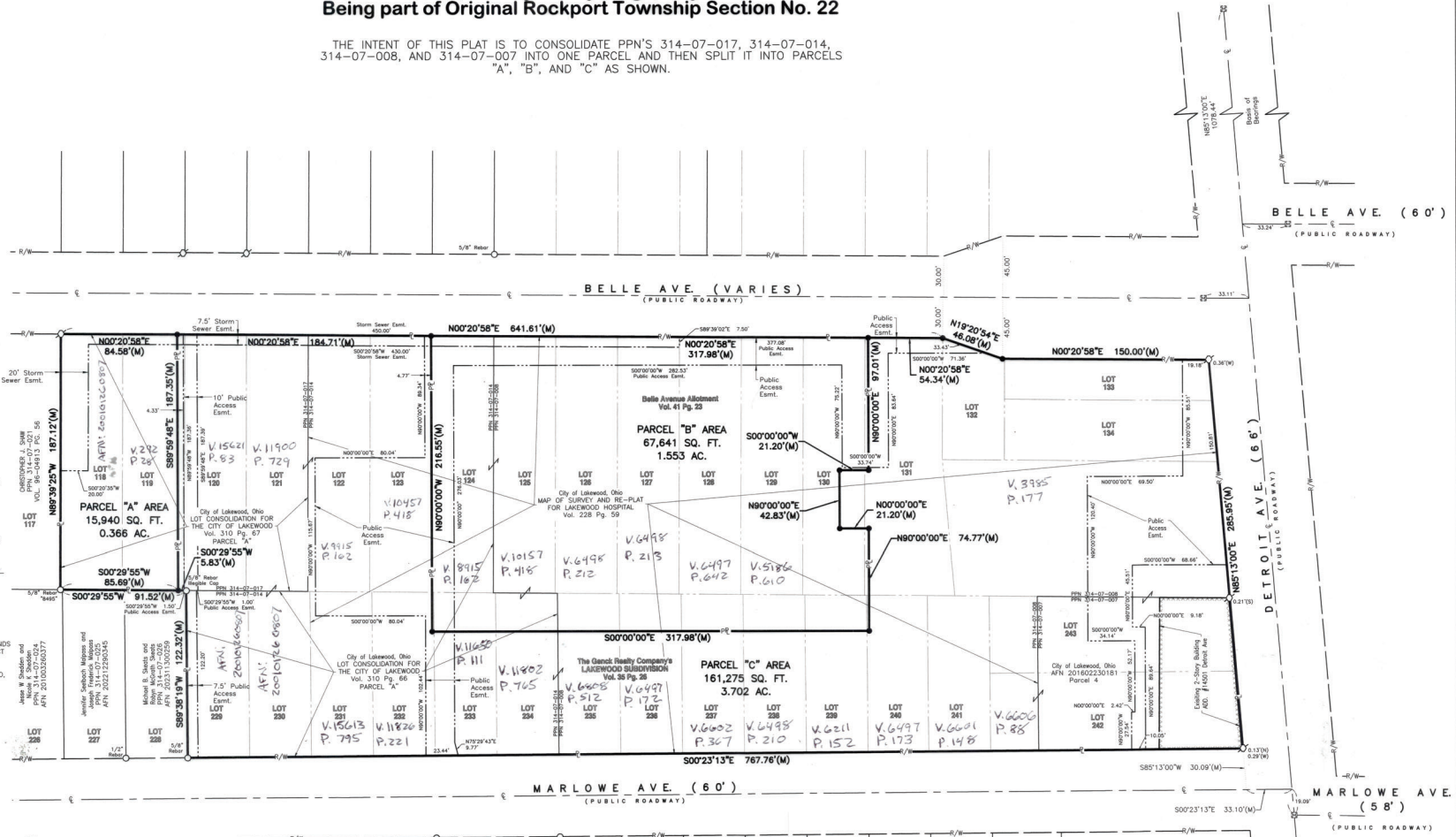
NOTARY PUBLIC
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, Michael B. Stang, AUTHORIZED SIGNATORY FOR OWNERS OF THE LANDS SHOWN HEREON, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR FREE ACT AND DEED PERSONALLY.

NOTARY PUBLIC
 IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT Lakewood, OHIO, THIS 16 DAY OF November, 2024.

APPROVALS:
CITY ENGINEER
 THIS PLAT IS HEREBY APPROVED BY THE CITY ENGINEER OF THE CITY OF LAKEWOOD, OHIO THIS 16 DAY OF November, 2024.

PLANNING COMMISSION
 THIS PLAT IS HEREBY APPROVED, BY THE PLANNING COMMISSION OF THE CITY OF LAKEWOOD, OHIO THIS 16 DAY OF November, 2024.

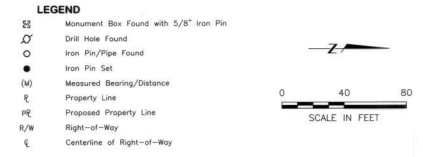
PLANNING COMMISSION CHAIRMAN Sean McDermott
PLANNING COMMISSION SECRETARY DAVID BAAS



E. P. FERRIS AND ASSOCIATES INC.
 Consulting Civil Engineers and Surveyors
 2130 QUARRY TRAILS DR
 2ND FLOOR
 COLUMBUS, OHIO 43228
 (614) 299-2999
 (614) 299-2992 (Fax)
 www.EPFERRIS.com

PLAT - 202403100195 PGS: 0
 314-07-014, 314-07-017, 314-07-008, 314-07-007
 AMT: 9 RCP#F: 202403100194
 CONY: 90.00 PAID BY: CITY OF LAKEWOOD
 MCO Chard Inc.
 CUYAHOGA COUNTY FISCAL OFFICE

- LEGEND**
- ⊠ Monument Box Found with 5/8" Iron Pin
 - ⊙ Drill Hole Found
 - Iron Pin/Pipe Found
 - Iron Pin Set
 - ⊕ Measured Bearing/Distance
 - Property Line
 - PE Proposed Property Line
 - R/W Right-of-Way
 - ⊕ Centerline of Right-of-Way



This Survey Plat complies with the Cuyahoga County Transfer and Conveyance Standards and is hereby approved.
 Plat Vol. Pg.
 T.M. 3/13/25
 Agent 3/13/25

BASIS OF BEARINGS
 Ohio State Plane Coordinate System, Ohio North Zone, NAD83 (2011) as determined by 0007 RTH observations, with a portion of the centerline of Detroit Avenue bearing North 80°13'00" East.

CERTIFICATION
 We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative Code. Iron pins set are 5/8" rebar, 30" in length with a yellow plastic cap with TP FERRIS SURVEYOR 8797 inscribed on top unless otherwise noted. Field survey was conducted between January 2023 and August 2024. All monuments found are in good condition unless otherwise noted.

BY: Garrett Brown / Michael Stang
 Garrett C. Brown, P.S., E.S.
 Registered Surveyor No. 8797
 DWN BY: DAS CHK BY: GGB DATE 2025-01-13 958.013



EXHIBIT B
PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "Agreement") is entered into as of the _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF LAKEWOOD, a municipal corporation which is duly organized and validly existing under the laws of the State of Ohio with a principal address located at 12650 Detroit Ave. Lakewood, OH 44107 and its Charter (the "Seller"), and BELLE AVE PARTNERS, LLC, an Ohio limited liability company (the "Buyer") with a principal address located at 250 S Civic Center Dr #500, Columbus, OH 43215. Seller and Buyer hereby agree as follows:

1. **PROPERTY DESCRIPTION:** Buyer offers to purchase from the Seller in accordance with the provisions of this Agreement, the following described real estate including, without limitation, appurtenant rights, privileges, easements and other rights and interests related thereto located in the City of Lakewood, County of Cuyahoga, State of Ohio, and known as: approximately 5.7 acres of real property (actual acreage to be determined by survey), being all of Cuyahoga County Auditor's Parcel Numbers 314-07-146, 314-07-147, and 314-07-148 (collectively, the "Property"), a depiction of which is attached hereto as Exhibit A.
2. **PRICE AND TERMS:** The purchase price of the Property shall be One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Purchase Price"). The Purchase Price shall become due, but not payable, upon Closing and thereafter shall accrue simple interest at a rate of five percent (5%) per annum until paid or forgiven in accordance with this Section.

The Purchase Price and any accrued interest shall be forgiven upon the substantial completion by Buyer of the Parking Facility, Community Space, and Public Parks in accordance with the Approved Final Plan, and the recordation of one or more declarations or easements, in form and substance reasonably acceptable to the City, ensuring public access to such improvements for the benefit of the Seller and its residents. Upon such completion and recordation, the Purchase Price and any accrued interest shall be deemed waived in full, and no payment shall be due from Buyer for the purchase price of the Property, except as may otherwise expressly be set forth herein.

All capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Development Agreement between Buyer's affiliate and Seller, dated December 20, 2024 (as amended).

3. **DUE DILIGENCE AND PROPERTY INSPECTION:** Buyer acknowledges that it has had substantial opportunity to conduct due diligence concerning the Property pursuant to the Development Agreement between the parties (Buyer as assignee to the Development Agreement), including, without limitation, access for environmental assessments, geotechnical studies, and other physical inspections. Accordingly, except as otherwise expressly agreed in writing by Seller, Buyer shall not be entitled to any additional due diligence period or rights under this Agreement.

Seller shall continue to provide reasonable access to the Property to permit Buyer to complete, at Buyer's sole expense, any supplemental inspections or assessments necessary to satisfy its lender, title company, or regulatory authorities in connection with Buyer's development activities or financing of the Project. Buyer agrees to indemnify, defend, and hold Seller harmless from any claims, injury, or damage arising out of such access or activities, except to the extent caused by the gross negligence or intentional misconduct of Seller.

4. **POSSESSION:** Seller shall deliver exclusive possession of the Property to Buyer at Closing. For the avoidance of doubt, Seller has or shall grant Buyer the right to enter into and perform certain work upon the Property prior to Closing pursuant to a separate agreement entered into between Buyer and Seller.
5. **DAMAGE OR DESTRUCTION OF PROPERTY:** Notwithstanding the provisions of Section 11, relating to conflicts and inconsistencies, except as otherwise specified herein or in any separate agreement providing Buyer the right to enter into the Property, risk of physical loss to the Property and any improvements shall be borne by Seller until Closing.
6. **EVIDENCE OF TITLE & SURVEY:** Buyer may obtain, at its sole cost and expense, an owner's title insurance commitment and, at Closing, an owner's title policy. The title commitment and policy shall be issued by Stewart Title

Company, or its affiliate, 259 W., Schrock Rd., Westerville, Ohio 43081, attention: Emma Dean at (614) 818-6136, Emma.Dean@stewart.com (the "Title Company").

Buyer may obtain a survey at its own cost.

At Closing, Seller shall deliver such documents as may reasonably be required to convey and vest title to the Property in the Buyer and to enable the Title Company to issue the title policy.

7. **CONDITIONS PRECEDENT TO CLOSING; CONVEYANCE; AND CLOSING:** Seller's obligation to close hereunder shall be conditioned on Seller's receipt of evidence that Buyer has obtained adequate construction financing for the Project ("Construction Financing"). Buyer's obligation to close hereunder shall be conditioned on Buyer's review and reasonable approval of an updated title commitment confirming Seller has not caused any new encumbrances to be recorded against or to otherwise encumber or affect the Property (excepting any new encumbrances proposed by or consented to by Buyer); it shall be Buyer's responsibility to order such update prior to Closing and all costs and expenses incurred in connection therewith shall be paid by Buyer.

Subject to the satisfaction or waiver of any conditions precedent expressly set forth herein, the closing of the transaction contemplated hereby (the "Closing") shall occur simultaneously with the closing of the Construction Financing, unless extended or accelerated with the mutual consent of both Seller and Buyer. At Closing, Buyer shall pay all conveyance and/or transfer fees, and Seller shall convey title to the Property to Buyer by Limited Warranty Deed. Buyer shall pay for all recording fees and all other Closing costs, including any escrow fees owed to the Title Company.

8. **TAXES AND ASSESSMENTS:** All real estate taxes, assessments, and any payments in lieu thereof pursuant to state laws applicable to the Property (collectively, "Taxes") for the calendar year of Closing shall be apportioned and prorated on a per-diem basis between the parties as of the date of Closing, regardless of the collection date therefore. Seller's share of such proration shall be based upon the number of days in such calendar year which precede (but do not include) the date of Closing and Buyer's share shall be based on the number of days in such year that include and follow the date of Closing. Seller shall also pay or credit against the Purchase Price at Closing all other unpaid Taxes that are a lien for years prior to Closing. To the extent the Property was exempt from real estate taxation during the Seller's ownership, the parties agree to calculate prorations as if tax liability arose as of the Closing Date, solely for the purpose of allocating responsibility for any Taxes assessed or payable following Closing.

9. **BUYER'S EXAMINATION/AS-IS: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AS OF THE EFFECTIVE DATE AND AS OF CLOSING, SELLER DISCLAIMS AND NEGATES, AND BUYER HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN AND OF ANY KIND OR NATURE PERTAINING TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO:**

- (a) THE CONDITION, PERFORMANCE, VALUE, QUANTITY OR QUALITY OF THE PROPERTY.
- (b) THE PROSPECTS (FINANCIAL AND OTHERWISE), RISKS, LEGAL OBLIGATIONS AND OTHER INCIDENTS OF OWNERSHIP OF THE PROPERTY.
- (c) THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE ABSENCE OF HAZARDOUS MATERIALS OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL LAWS AND OWNERSHIP OF THE PROPERTY.
- (d) THE SURFACE AND SUBSURFACE OR OTHER CONDITIONS OF THE PROPERTY.
- (e) THE MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.
- (f) THE WORKMANSHIP OF THE PROPERTY OR ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

- (g) THE SUITABILITY OF THE PROPERTY FOR OPERATION FOR BUYER'S INTENDED USE.
- (h) THE SUFFICIENCY OF ANY REAL OR PERSONAL PROPERTY INTERESTS NECESSARY TO ACCESS, OWN AND OPERATE THE PROPERTY.

BUYER ACCEPTS AND ASSERTS THAT: (A) THE PROPERTY IS BEING CONVEYED ON AN "AS-IS, WHERE-IS BASIS AND WITH ALL FAULTS" AND (B) THERE ARE NO SELLER WARRANTIES WITH RESPECT TO THE PROPERTY THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT. BUYER AGREES AND ACKNOWLEDGES THAT NEITHER THE SELLER NOR ANY EMPLOYEE OR REPRESENTATIVE OF SELLER HAS MADE ANY REPRESENTATIONS RESPECTING THE PHYSICAL NATURE OR CONDITION OF THE PROPERTY, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN. BUYER ACKNOWLEDGES THAT IT HAS EXAMINED OR WILL EXAMINE AND INSPECT THE PROPERTY, AND FURTHER ACKNOWLEDGES THAT ANY INFORMATION, REPORTS, STATEMENTS, OR DOCUMENTS PROVIDED MADE OR TO BE PROVIDED OR MADE TO BUYER BY SELLER OR SELLER'S AGENTS CONCERNING THE ENVIRONMENTAL CONDITION OF THE PROPERTY SHALL NOT BE CONSTRUED AS REPRESENTATIONS OR WARRANTIES BY SELLER AND, EXCEPT AS MAY BE EXPRESSLY PROVIDED TO THE CONTRARY HEREIN, ACKNOWLEDGES THAT THIS TRANSACTION IS AN "AS-IS, WHERE-IS" CONVEYANCE. BUYER ALSO AGREES AND ACKNOWLEDGES THAT IN EXECUTING, DELIVERING AND PERFORMING THIS AGREEMENT, IT DOES NOT RELY UPON ANY STATEMENT OR INFORMATION TO WHOMSOEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING, BY ANY INDIVIDUAL, FIRM OR CORPORATION EXCEPT AS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES THAT THIS WAIVER IS CONSPICUOUS. ALL PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREIN.

- 10. **DEFAULT:** Seller shall be in default hereunder if Seller fails to observe or perform any obligation of Seller hereunder and such failure continues for a period of fifteen (15) days following Seller's receipt of notice from Buyer of such failure. In such event, Buyer shall have the right to terminate this Agreement or seek specific performance of Seller's obligations hereunder. Buyer shall be in default hereunder if Buyer fails to observe or perform any obligation of Buyer hereunder and such failure continues for a period of fifteen (15) days following Buyer's receipt of notice from Seller of such failure. In such event, Seller shall have all rights and remedies available to Seller under statute, at law, and/or in equity.
- 11. **MISCELLANEOUS:** Buyer and Seller acknowledge and agree that they have entered into other agreements contemplating and authorizing the sale and development of the Property, including the Development Agreement. In the event of any conflict or inconsistency between the terms and conditions of this agreement and such other agreements, including, without limitation, the Development Agreement, the terms and conditions of this Agreement shall prevail and any conflicting or inconsistent terms and conditions set forth in such other agreements shall be deemed null, void, and of no further force or effect. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. This Agreement shall be governed by the laws of the State of Ohio. Any legal action shall be brought exclusively in the courts of Cuyahoga County, Ohio. Time is of the essence of all provisions of this Agreement. Paragraph captions are for identification only and are not a part of this Agreement.
- 12. **BROKERS:** Seller and Buyer represent and warrant that there are no brokers involved in this transaction. If any claim is made for a brokerage commission, finder's fee, or other compensation based on the acts or alleged acts of one party, that party shall be solely responsible for such claim. Nothing herein shall be construed as a waiver of any legal defenses or immunities available to Seller under applicable law, including the doctrine of sovereign immunity and constitutional limitations on municipal indemnification.
- 13. **ELECTRONIC SIGNATURES & COUNTERPARTS:** This Agreement may be executed electronically, in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signatures of the parties transmitted by electronic format shall constitute effective execution and delivery of this Agreement for all purposes under this Agreement.

14. ASSIGNMENT: Buyer may not assign its rights under this Agreement without Seller's written consent, except that Buyer may assign this Agreement to any affiliate of Buyer. Upon any assignment as permitted herein, Buyer shall provide Seller with a copy of the relevant assignment document.
15. NOTICES: Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, or by email to the email addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. If any date hereunder shall fall on a Saturday, Sunday or national holiday, then such date shall carry over and be extended to the next following business day.

BUYER:

BELLE AVE PARTNERS, LLC,
an Ohio limited liability company

By: _____
Name: Brent Sobczak
Title: President

SELLER:

CITY OF LAKEWOOD
an Ohio municipal corporation

By: _____
Name: Megan F. George
Title: Mayor

Approved as to form:

By: _____
Ernie Vargo

Its: City Law Director

BUYER'S ADDRESS FOR NOTICES:

C/O CASTO
250 Civic Center Drive, Suite 500
Columbus, OH 43215
Attention: Brent Sobczak
Email: bsobczak@castoinfo.com

With a copy to:

C/O CASTO
250 Civic Center Drive, Suite 500
Columbus, OH 43215
Attention: C.H. Waterman
Email: cwaterman@castoinfo.com
and
Attention: Rachel L. Stine
Email: rstine@castoinfo.com

SELLER'S ADDRESS FOR NOTICE PURPOSES:

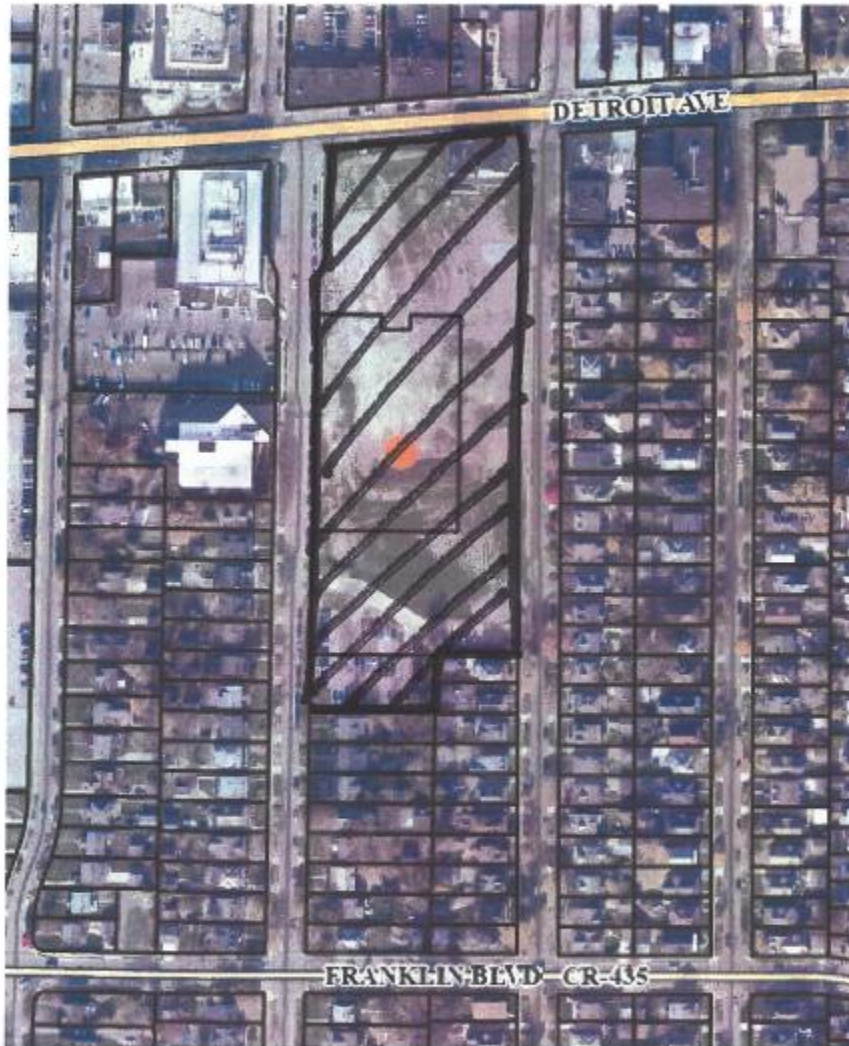
City of Lakewood
Attention: Mayor
12650 Detroit Ave.
Lakewood, Ohio 44107

With a copy to:

Law Director
City of Lakewood
12650 Detroit Ave.
Lakewood, Ohio 44107

EXHIBIT A

Depiction of Property



 - PROPERTY



City of Lakewood
Department of Planning
and Development

Angela Byington, Director
David Baas, AICP, Asst. Director

(216) 529-6630
planning@lakewoodoh.gov

July 21, 2025

City Council
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

RE: Former Lakewood Hospital Site – Establishment of Tax Increment Financing (TIF)

Dear Council President Kepple and Members of Council,

On December 16, 2024, City Council adopted Ordinance Number 21-2024, which approved the Development Agreement with CASTO, Inc. for a mixed-use development with commercial and residential purposes at the site of the former Lakewood Hospital. As part of the Development Agreement and pursuant to 5709.41, 5709.42 and 5709.43, the City agreed to present an ordinance approving the TIF, for approval by Council. The ordinance is applicable to all the commercial and multi-family parcels of the property and excludes the for-sale residential units. The approximate area of the proposed TIF District is 5.3 acres and would include parcel numbers 314-07-147 and 314-07-148.

Per the approved Development Agreement, the TIF shall run for 30 years and provide a 100% exemption on the increase in assessed value of the development site, provided that the portion of the TIF applicable to the residential component shall be non-school and subject to the executed School Compensation Agreement. It is requested that Council refer the matter of establishing a TIF District by passage of a TIF Ordinance to the appropriate committee.

Sincerely,

Angela Byington, Director
Planning and Development

Exhibit A – TIF Ordinance

ORDINANCE NO. 25-2025

BY:

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council declaring improvement to real property within the City of Lakewood, Ohio to be a public purpose; exempting such improvement from real property taxation; requiring the owners of the property to make service payments in lieu of real property taxes; establishing an urban redevelopment tax increment equivalent fund for the deposit of service payments, making related authorizations pursuant to Ohio Revised Code Sections 5709.41, 5709.42, 5709.43 and 5709.83; and authorizing a service payment agreement in connection with the same.

WHEREAS, Ohio Revised Code (“R.C.”) Sections 5709.41, 5709.42 and 5709.43 (the “TIF Statutes”) provide that this Council may, under certain circumstances, declare Improvement (as defined below and in the TIF Statutes) to certain parcels of real property located in the City of Lakewood, Ohio (the “City”) to be a public purpose and exempt from real property taxation, provide for the payment service payments in lieu of real property taxes by the owners of such property and establish an urban redevelopment tax increment equivalent fund for the deposit of such service payments in lieu of taxes; and

WHEREAS, CASTO, Inc. or its affiliate Belle Ave Partners, LLC (together with their affiliates, successors, and assigns, the “Developer”) desires to construct or cause to be constructed a mixed-use project featuring retail, commercial, and residential purposes (the “Project”) on certain parcels of real property described and depicted on Exhibit A attached hereto (the “Property”) within the City; and

WHEREAS, the Developer has requested that the City enact this Ordinance pursuant to the TIF Statutes to assist the Developer with the development of the Project; and

WHEREAS, in order to enact this Ordinance, the TIF Statutes specify that (1) the City must hold fee title to the Property prior to the adoption of this Ordinance, and (2) the Property must be conveyed or leased to any person either before or after the adoption of this Ordinance; and

WHEREAS, the Developer and the City, by adoption of Ordinance No. 21-2024, duly adopted by City Council on December 16, 2024 entered into a Development Agreement dated December 20, 2024 (as the same has been or will be amended from time to time, the “Development Agreement”) for the Development of the Project; and

WHEREAS, on September 5, 2024, the Developer submitted a plan and schedule of development on file with the City (the “Approved Final Plan” as defined in the Development Agreement); and

WHEREAS, the City currently holds fee title to the Property and pursuant to the Development Agreement on a date to be mutually determined by the City and the Developer, the City will convey the Property to the Developer subject to the terms of the Development Agreement; and

WHEREAS, the City has implemented several planning initiatives to further its economic development efforts, including, but not limited to, the Lakewood Community Vision Master Plan, and has emphasized other planning efforts to support urban redevelopment within its core, including with respect to the Property (collectively, the “Development Plans”); and

WHEREAS, consistent with the Development Plans, the City hereby finds that it is and has been “engaged in urban redevelopment” with respect to the Property as provided in Ohio Revised Code (“R.C.”) Section 5709.41; and

WHEREAS, in connection with the Project, the Developer desires to construct certain private improvements (the “Developer Improvements”) as defined and described in Exhibit B attached hereto; and

WHEREAS, in furtherance of the development efforts articulated in the Development Plans, the City desires to pass this Ordinance to assist the Developer with the Project and the Developer Improvements; and

WHEREAS, as required by the TIF Statutes and R.C. Section 5709.83, the City has provided all required notices to the Lakewood City School District (the “School District”), or such notice has been waived; and

WHEREAS, the City is in receipt of a proposed Service Payment Agreement with respect to the Project (the “Service Payment Agreement”) between the City and the Developer, which Service Payment Agreement is on file with the City and attached hereto as Exhibit C, and sets forth the terms regarding payment of service payments and reimbursement to the School District in accordance with a School Compensation Agreement dated December 16, 2024 (the “Compensation Agreement”) and to the Developer of the balance, up to an aggregate total of \$23,000,000, with five percent (5.0%) interest accrued on the outstanding principal amount from time to time, all in accordance with this Ordinance and the Development Agreement; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that moving forward with the development of this property quickly is in the best interest of the public; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Pursuant to the Development Agreement, one hundred percent (100%) of the increase in the assessed value of each parcel within the Property (each a “Parcel”) after the date that the City obtained fee title to the Property, which ownership by the City was in furtherance of urban redevelopment (each of which increase in assessed value is an “Improvement” as defined in R.C. Section 5709.41) shall be a public purpose and shall be exempt from real property taxation commencing for each Parcel with the first tax year that begins after the effective date of this Ordinance and in which an Improvement on that Parcel would first appear on the tax list and

duplicate of real and public utility property were it not for the exemption granted by this Ordinance, and ending for each Parcel 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 the TIF Statutes. The exemption granted by this Ordinance shall not apply to any Parcel which is used or to be used for residential purposes as defined in the TIF Statutes, including in particular any Parcel that will contain for-sale residential units.

Section 2. As provided in R.C. Section 5709.42, the owner of any Parcel with an Improvement is required hereby to make annual payments in lieu of taxes to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each such payment (including interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation (with the payments in lieu of tax, including any penalties and interest, being the "Service Payments"). The County Treasurer shall remit all Service Payments to the City for deposit in the Downtown Redevelopment Tax Increment Equivalent Fund (the "Fund") established in Section 3 hereof. This Council hereby authorizes the Mayor or other appropriate officers of the City to provide such information and certifications and execute and deliver, or accept delivery of such instruments as are necessary and incidental to collect those Service Payments and to make such arrangements as are necessary and proper for payment of the Service Payments. Any late payments shall be subject to penalty and bear interest at the then current rate established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time. The Service Payments, and any other payments in connection with the Improvement which are received by the City in connection with any reduction required by R.C. Section 319.302, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), shall be allocated and deposited in accordance with Sections 3 and 4 of this Ordinance.

Section 3. This Council hereby establishes the Fund, pursuant to and in accordance with the provisions of R.C. Section 5709.43, into which shall be deposited all of the Service Payments and Property Tax Rollback Payments distributed to the City with respect to the Improvement to Parcels of the Property by or on behalf of the County Treasurer, as provided in R.C. Section 5709.42, and hereby appropriates and directs payments of all of the moneys deposited in the Fund from time to time to pay the costs contemplated in Article XXI of the Development Agreement including amounts payable to the School District in accordance with the terms of the Compensation Agreement, costs associated with the Developer Improvements, including, but not limited to, the "costs of permanent improvements" described in R.C. Section 133.15(B) in accordance with the Development Agreement, and costs incurred by the City and eligible for payment or reimbursement under the Development Agreement and the TIF Statutes.

The Fund shall remain in existence so long as Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, subject to the limits set forth in Section 1 hereof, after which said Fund shall be dissolved in accordance with R.C. Section 5709.43(D). Upon dissolution, any incidental surplus money remaining in the Fund shall be transferred to the City general fund as provided in R.C. Section 5709.43(D).

Section 4. This Council hereby authorizes the Mayor or other appropriate officers of the City to take such actions as are necessary or appropriate to implement the transactions contemplated by this Ordinance, including the execution and delivery of the Service Payment Agreement and such other agreements and instruments as may be necessary to implement this Ordinance and the filing of one or more applications for exemption and any related forms in accordance with R.C. Section 5709.911.

Section 5. This Council hereby designates the tax incentive review council (the "TIRC") established in Ordinance No. 06-2021, passed March 1, 2021, as the TIRC that shall annually review the exemptions provided pursuant to this Ordinance as required by R.C. Section 5709.85.

Section 6. In accordance with Ohio Revised Code Section 5709.832, the City hereby determines that no employer located on the Property shall deny any individual employment based on considerations of race, religion, sex, disability, color, national original, or ancestry.

Section 7. Pursuant to R.C. Section 5709.41(E), the Mayor is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development ("DOD") within fifteen (15) days after its passage. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of DOD the status report required under R.C. Section 5709.41(E).

Section 8. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 9. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this Ordinance, and provided it receives the affirmative vote of at least two thirds of the members of Council, this Ordinance shall take effect and be in force immediately upon adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted _____

Sarah Kepple, President of Council

Maureen M. Bach, Clerk of Council

Approved _____

Meghan F. George, Mayor

EXHIBIT B

DEVELOPER IMPROVEMENTS

The Developer Improvements consist of all capital improvements and costs associated with the following:

All improvements required under the Development Plan or Approved Final Plan, including but not limited to improvements to be conveyed at completion or otherwise owned by the City or another public entity, including but not limited to right of way and site improvements, the Parking Facility, Community Space, Public Parks, environmental control measures, Curtis Block preservation, sustainability initiatives, public art, and to pay, reimburse or finance any costs eligible under applicable law approved by the City and as are more fully described in, and in accordance with, the Development Agreement.

EXHIBIT C
SERVICE PAYMENT AGREEMENT

[Attached]

SERVICE PAYMENT AGREEMENT

THIS SERVICE PAYMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of [____], 2025, by and among the **CITY OF LAKEWOOD, OHIO**, a municipal corporation (the “City”), **BELLE AVE PARTNERS, LLC**, an Ohio limited liability company (together with permitted affiliates, successors, and assigns, the “Developer”).

WITNESSETH:

WHEREAS, the Developer is pursuing the redevelopment of an approximately 5.7 acre site currently identified as 14501 and 14519 Detroit Avenue (Parcel IDs 314-07-146, 314-07-147, and 314-07-148) and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “TIF Site”); and

WHEREAS, the Developer intends to develop the TIF Site into a mixed-use development featuring retail, commercial, and residential purposes (the “Development”); and

WHEREAS, the TIF Site is located within the municipal corporate boundaries of the City, the territorial boundaries of the Lakewood City School District (the “School District”), and the territorial boundaries of the County of Cuyahoga, Ohio (the “County”); and

WHEREAS, upon completion, the Development is projected to significantly increase the assessed valuation of the TIF Site; and

WHEREAS, the Developer, in its capacity as the owner in fee simple interest of portions of the TIF Site, may in the future convey all or any portion of or interest in any of the real property comprising the TIF Site to subsequent owners of all or any portion of or interest in any of the real property comprising the TIF Site (singularly an “Owner” and collectively the “Owners”); and

WHEREAS, pursuant to Ohio Revised Code (“O.R.C.”) Sections 5709.41 through 5709.43 (together with related provisions of the Ohio Revised Code, the “TIF Act”), and Ordinance No. [____] passed by the Council of the City (the “Council”) on [____], 2025, a copy of which is attached as Exhibit B attached hereto and incorporated herein by this reference (the “TIF Ordinance”), the City has, among other actions: (1) declared 100% of the improvement to the real property (the “Improvement”) included in the TIF Site to be a public purpose and exempt from real property taxation for the Exemption Period (as defined herein) (the “TIF Exemption”); (2) provided for service payments in lieu of taxes (the “Service Payments”), as an obligation running with the land for the Exemption Period (as defined herein) payable with respect to the real property comprising the TIF Site; (3) authorized the use of the Service Payments for such uses by the City as permitted under Ohio law, including, without limitation, payment of the costs of any improvements for urban redevelopment purposes and other purposes described in the TIF Ordinance related to the TIF Site as authorized in O.R.C. Section 5709.41; and (4) determined to enter into this Agreement with the Developer, as initial Owner of the entire TIF Site during the term of construction of the Development, to provide for, among other things, the payment of the Service Payments by the Owners with respect to the TIF Site; and

WHEREAS, pursuant to the TIF Act, the TIF Ordinance, and this Agreement, each of the Owners desires to agree, for itself and for each of its successors and assigns as Owners of all or any portion of any of the real property comprising the TIF Site, to pay Service Payments in an amount equal to the amount of real property taxes that would have been paid with respect to the real property comprising the TIF Site had the TIF Exemption not been granted by the City under the TIF Act and the TIF Ordinance and applied for and allowed thereunder; and

WHEREAS, the parties have entered into a Development Agreement dated December 20, 2024 (as the same has been amended from time to time, "Development Agreement") which, among other things, lays out the agreed upon plan and schedule of development, including restrictions on use of the TIF Site; and

WHEREAS, the City, the Developer and the School District have entered into a School Compensation Agreement dated December 16, 2024 (the "School Compensation Agreement") which, among other things, determines the priority and proportion of the service payments the School District is entitled to receive; and

WHEREAS, the obligation of the City to provide the statutory service payments generated from the Project (the "Project TIF Revenue") for the Development in accordance with this Agreement is contingent upon the satisfaction of all of the contingencies with respect to the Development contained in the Development Agreement entered into between parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and the Developer covenant, agree, and bind themselves as follows:

SECTION 1. TAX EXEMPTION; PRIORITY OF EXEMPTIONS. In accordance with O.R.C. Section 5709.41, and subject to the terms of the Development Agreement, the parties hereby agree that the TIF Exemption is a 30-year, 100% exemption from real property taxation for an Improvement for a period commencing for each parcel with the first tax year that begins after the effective date of the TIF Ordinance and in which an Improvement on that Parcel would first appear on the tax list and duplicate of real and public property were it not for the TIF Exemption, and ending for each Parcel on the earlier of (i) 30 years after such exemption commenced, or (ii) 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 Statutes (the "Exemption Period"). The Owner shall make Service Payments in an amount equal to the real property taxes that would have been payable with respect to the Improvement had an exemption with respect to such Improvement not been applied for by the Owner and allowed under O.R.C. Section 5709.41. Each Service Payment to be made under this Agreement will be made on a semi-annual basis in an amount equal to one-half of the annual property tax amount that would have been payable with respect to the Improvement had the TIF Exemption not been granted. The Service Payments shall be due and payable on each January 15 and July 15 or such other date as the Treasurer of Cuyahoga County, Ohio (the "County Treasurer") determines property taxes are due (such date being hereinafter referred to as a "Service Payment Date") until expiration or termination of the TIF Exemption.

SECTION 2. OBLIGATION TO MAKE SERVICE PAYMENTS. In the event that any Service Payment, or any installment thereof, is not paid when due by any Owner on any Service Payment Date, to the extent that the County does not impose a late fee or delinquency charge, the City may impose and collect a late payment charge, payable to the City, in the amount of the charges for late payment of real property taxes, including penalty and interest, which would have been paid pursuant to O.R.C. Section 323.121 on the delinquent amount.

It is intended and agreed that the covenants provided in this Agreement shall be covenants running with the land and that they shall, 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. It is further intended and agreed that this Agreement and the Development Agreement and the covenants therein shall remain in effect for the full period of the TIF Exemption permitted in accordance with the requirements of the Development Agreement, the TIF Act, and the TIF Ordinance enacted pursuant thereto. Each Owner shall only be responsible for making Service Payments

that become due and payable during the period of that Owner's ownership of all or any portion of the TIF Site and only with respect to the portion of the TIF Site owned by the Owner. Upon satisfaction of each Owner's obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, the City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the applicable deed. The parties acknowledge that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments shall be treated in the same manner as taxes for all purposes of the lien described in O.R.C. Section 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, shall apply to this Agreement. The City and each Owner shall perform such acts as are reasonably necessary or appropriate to effect, claim, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

No Owner shall, under any circumstances, be required to pay both real property taxes with respect to any portion of an Improvement and Service Payments for any tax year with respect to that portion of an Improvement, whether pursuant to O.R.C. Section 5709.42, the TIF Ordinance, this Agreement or any other applicable law.

SECTION 3. ADDITIONAL OBLIGATIONS.

A. Should any Owner default hereunder, such Owner shall pay in addition to the Service Payments such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) incurred by the City to enforce the provisions of this Agreement.

B. Within five (5) business days following the effective date of this Agreement, Developer shall, at its sole cost and expense, cause this Agreement to be recorded in the real property records of the County, it being understood and agreed that the lien of this Agreement shall, in accordance with O.R.C. Sections 323.11 and 5709.91, be prior to any mortgage, assignment, lease or other conveyance of any part of or interest in the TIF Site, and prior to any security instrument encumbering all or any part of or interest in the Improvement; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due.

C. The obligation to perform and observe the agreements on the Owners' parts contained herein shall be binding and enforceable against each and every Owner by the County Treasurer, and shall also, to the extent permitted by law, be enforceable by the City.

D. The obligation of the City to provide the Project TIF Revenue for the Development in accordance with this Agreement is contingent upon the satisfaction of all of the contingencies with respect to the Development contained in the Development Agreement entered into between parties as more particularly provided therein.

SECTION 4. BINDING NATURE OF OBLIGATIONS; SECURITY FOR PAYMENT. Anything herein to the contrary notwithstanding, upon the effective date of this Agreement, the Owners' obligation hereunder to pay Service Payments and to perform and observe any other agreements on their part contained herein, shall be absolute and unconditional and shall be covenants running with the land and shall be binding and enforceable by the City against the Owners, but only to the extent of the respective Owners' obligations and only with respect to its or their interest in the TIF Site and the Improvement, or any part thereof or any interest therein. Each Owner's obligation to pay the Service Payments shall be secured by a lien on its interest in the TIF Site and the Improvement, as provided by law and described in Section 12. Notwithstanding any provision of this Agreement to the contrary, each Developer's and each Owner's

liability under this Agreement shall be limited to its right, title and interest in the Development. In no event shall any Developer, any other Owner, or any of their respective employees, officers, managers, directors, partners, beneficiaries, members, joint ventures, shareholders, owners or affiliates be personally liable for any obligations hereunder.

SECTION 5. DEPOSIT OF SERVICE PAYMENTS. Pursuant to the TIF Act and the TIF Ordinance, the County Treasurer will distribute the Service Payments and the Property Tax Rollback Payments to the City for deposit in the TIF Fund and distribution accordance with the Development Agreement. The distribution from the County Treasurer to the City required under the TIF Ordinance will be made at the same time and in the same manner as the real property tax distributions.

Each Owner shall pay, cause, or require to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the TIF Site (except as otherwise provided herein) or any personal property or fixtures installed or brought therein or thereon (including, without limiting the generality of the foregoing, and by way of example, any taxes levied against an Owner with respect to the receipts, income or profits from leasing or subleasing space within the Improvement, which, if not paid, may become or be made a lien on all or any portion of the TIF Site).

Notwithstanding the foregoing, and pursuant to the Development Agreement and subject to the Compensation Agreement, the Developer or any individual Owner may, at their own expense and in good faith, contest the amount of any property taxes.

SECTION 6. NOTICES. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by registered or certified mail, postage prepaid: if to the City, at 12650 Detroit Ave. Lakewood, Ohio 44107, with a copy to the Law Department at 12650 Detroit Ave. Lakewood, Ohio 44107, if to the Developer, at 250 South Civic Center Drive, No. 500, Columbus, Ohio 43215. The City, the Developer, and any individual Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices, designations, certificates, requests or other communications shall be sent, and shall provide copies of all such communications to any of the others to all of the others.

SECTION 7. EXEMPTION APPLICATIONS. When appropriate, the Owner, with the City's assistance, shall coordinate the filing of the required DTE form (or any other applicable or required forms) to evidence the City's application for exemption from real property taxation with respect to the TIF Site pursuant to O.R.C. Section 5709.911(A)(1). The City, the Developer, and any individual Owner shall cooperate with each other, and execute such further documents and provide such further information as are reasonably required in connection with the filing and processing of such applications. The parties hereto intend that such exemption from real property taxation will initially apply as provided in Section 1 above and shall use due diligence and commercially reasonable efforts to that end. The Developer and any individual Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemptions in force, not permitting the same to lapse or be suspended or revoked for any reason within each Developer's or any individual Owner's control.

SECTION 8. EFFECTIVE DATE; DURATION OF AGREEMENT. This Agreement shall become effective only after its execution and delivery by the parties. Unless sooner terminated pursuant to the terms hereof, this Agreement shall expire at the end of the Exemption Period or the termination of the Development Agreement, whichever occurs first. Upon expiration or termination of this Agreement, the City will cause this Agreement to be cancelled of record at the cost of the Owners.

SECTION 9. APPLICATION OF SERVICE PAYMENTS. The Service Payments shall be made by or on behalf of the Owners to the County Treasurer on or before the applicable Service Payment Dates. Upon receipt of the Service Payments from the County Treasurer, the City shall deposit the Service Payments in the TIF Fund (hereinafter, the “TIF Fund”) established by or designated in the TIF Ordinance; provided, that all such amounts received by the City shall be allocated for the purposes set forth in the TIF Ordinance, including, without limitation (i) payment of the costs of any improvements for urban redevelopment purposes or other purposes provided in the TIF Ordinance related to the TIF Site as authorized in O.R.C. Section 5709.41; or (ii) other authorized uses by the City as permitted under Ohio law.

SECTION 10. REIMBURSEMENT OF DEVELOPER AND PRIORITY OF PAYMENT. The City shall pay to the Developer in accordance with the terms of this Agreement and the Development Agreement with respect to the Development for which a written requisition substantially in the form attached as Exhibit C (a “Written Requisition”) is submitted to the City, the actual costs of such Development, including, but not limited to, the items of “costs of permanent improvements” contained in O.R.C. Section 133.15 (with the costs of the Development collectively referred to herein as the “Costs”). As set forth in Article XIII of the Development Agreement, such reimbursement shall be equal to \$23,000,000 with five percent (5.0%) interest accrued on the outstanding principal amount from time to time. Any City fees not paid by the Developer will be payable out of the TIF Fund before any reimbursement of the Developer provided below. Except as otherwise provided herein, the City shall pay all Project TIF Revenue on deposit in the TIF Fund to or as directed by the Developer within forty-five (45) days of receipt by the City (each, a “Payment Date”) until all of the Costs have been paid in full. All payments to the Developer hereunder on each Payment Date shall be made pursuant to written instructions provided by the Developer. Upon request of the Developer, the City and Developer may enter into a separate written agreement assigning certain payments otherwise due to the Developer hereunder to a lender for the Development for purposes of paying debt service on loans made to finance costs of eligible improvements hereunder.

Notwithstanding any other provision of this Agreement, the City’s payment obligations hereunder are limited to the monies in the TIF Fund 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 the Developer does not have the right to have taxes or excises levied by the City for the payment of the Costs and interest thereon.

At any time of which there exists a default by any Developer under the Development Agreement, the City, at its option, may, but shall not be obligated to, by written notice to the Developer, cease disbursements of the proceeds from the TIF Fund until such Developer default has been cured, at which time all withheld payments will be disbursed. Furthermore, in the event of any such Developer default that extends beyond the applicable cure period in the Development Agreement, the City shall have those remedies identified in Section XXIII(B) of the Development Agreement.

SECTION 11. DEFAULTS AND REMEDIES. The following shall be events of default under this Agreement:

- (a) the failure of any Developer or any individual Owner to pay no later than the thirtieth calendar day following its due date any Service Payment, or any installment thereof, due by the Developer or any individual Owner, including any applicable late payment charges;
- (b) the failure of any Developer or any individual Owner to perform or observe any other covenant made by it in or pursuant to this Agreement, which failure shall continue for more than 30 days following written notice thereof by the City;

- (c) the failure by the City to provide the Project TIF Revenue to the Developer or their designees within forty-five (45) days following the deposit of such Project TIF Revenue by the City into the TIF Fund; provided, however, that the Developer has complied with the cost certification requirements of Section 10 hereof; or
- (d) the failure of the City to perform or observe any other covenant made by it in or pursuant to this Agreement, which failure shall continue for more than 30 days following written notice thereof by a Developer.

Upon the occurrence and continuation of any event of default, in addition to other rights of enforcement granted hereunder, the City or the Developer shall be entitled to exercise any and all remedies available to it hereunder, including the remedies described in Section 12, or under applicable law. Waiver by the City or any Developer of any event of default shall not be deemed to extend to any subsequent or other event of default under this Agreement. The City and the Developer acknowledge and agree that the timely payment of Project TIF Revenue to the Developer is a material term of this Agreement.

SECTION 12. ENFORCEMENT; FORECLOSURE OF LIEN. The provisions of this Agreement with respect to the obligations of the Developer or any individual Owner may be enforced to the fullest extent permitted by law, by (i) the City, and (ii) the County Treasurer. It is the intention and agreement of each Owner that this Agreement shall constitute and be deemed to be a lien encumbering and running with the real property comprising the TIF Site to secure the obligations of the Owners to make Service Payments (and, if applicable, pay interest and penalties), which Service Payments are intended to have the same lien rights as real estate taxes and the same priority in accordance with O.R.C. Sections 323.11 and 5709.91. In furtherance of the foregoing, it is the intention of each Owner that the City may, upon the occurrence of an event of default set forth in Section 11 hereof, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either delinquent real estate taxes or mortgage liens; provided, that nothing contained in this Agreement shall be deemed to authorize any acceleration of Service Payments due in future years. The provisions of this Agreement shall encumber and run with the real property comprising the TIF Site.

SECTION 13. COUNTERPARTS; CAPTIONS. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 14. SEVERABILITY. In case any section or provision of this Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

All illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 15. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be governed by and 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; the Developer, its employees, contractors, subcontractors and agents; and any individual Owner, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a state court of competent jurisdiction within the State of Ohio.

SECTION 16. ENTIRE AGREEMENT. This document (with its exhibits) contains the entire agreement between the parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the Service Payments. No changes or amendments shall be made or be binding unless made in writing and signed by each of the parties.

SECTION 17. NO CITY EXPENDITURES IN YEAR OF EXECUTION. Nothing contained in this Agreement shall be construed to require the City to expend funds in connection with the performance of this Agreement in fiscal year 2025.

SECTION 18. ADDITIONAL DOCUMENTS; AMENDMENT. The parties hereto agree for themselves and their respective successors, assigns and transferees, to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement in compliance with all laws and ordinances controlling this Agreement. Any amendment to this Agreement must be in writing and signed by or on behalf of all parties or their respective permitted successors, assigns, and transferees.

SECTION 19. ASSIGNMENTS.

This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Except as otherwise discussed below, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may, upon notice to the City, and without the prior written consent of the City, assign this Agreement to (i) a lender or its designee in connection with financing obtained for the Project (as described in Section XXIII(J) of the Development Agreement) or (ii) entities controlling, controlled by, or under common control with the Developer. Assignments conducted pursuant to the foregoing sentence shall be referred to herein as "Permitted Assignments." The Developer shall provide written notice to the City of any Permitted Assignments no later than ten (10) days prior to the execution of such assignment. All representations and warranties of the Developer and the City herein shall survive the execution and delivery of this Agreement. Notwithstanding the foregoing, the consent of the City shall be required for any assignment to (i) a party (or an affiliate) who has been involved in litigation or a material dispute opposite the City, (ii) a party (or an affiliate) that has had any contract with the City cancelled as a result of a default by such proposed Assignee (or its affiliates), or (iii) a party (or an affiliate) who owns commercial real estate or multi-family property in the City and who has on multiple occasions been subject to any action, including fines and material notices, as a result of building code, zoning or property management violations.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by themselves or their duly authorized officers, as applicable, all as of the date hereinbefore written.

CITY OF LAKEWOOD

By:

Meghan F. George, Mayor

**BELLE AVE PARTNERS, LLC,
an Ohio limited liability company**

By: _____

Name: _____

Title: _____

Approved as to Form:

Ernie Vargo, Director of Law

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Lakewood by Meghan F. George, its Mayor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said city, and the free act and deed of her personally and as such Mayor.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2025.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Lakewood by Ernest E. Vargo, its Director of Law, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said city, and the free act and deed of him personally and as such Director of Law.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2025.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named BELLE AVE PARTNERS, LLC, by [____], its [____], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said limited liability company.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____,
_____, this _____ day of _____, 2025.

Notary Public

This instrument prepared by:

Robert F. McCarthy, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

EXHIBIT A

Legal Description of the TIF Site

[Insert Legal Descriptions]

EXHIBIT B

City TIF Ordinance

EXHIBIT C

FORM OF WRITTEN REQUISITION

No. _____

(For Cost of Work)

To: City of Lakewood, Ohio

Attention: _____, _____

Subject: Written Requisition for Costs of Development pursuant to the terms of the Service Payment Agreement dated [____], 2025 (the “Agreement”), by and between the City of Lakewood, Ohio, and Belle Ave Partners, LLC, an Ohio limited liability company (the “Developer”).

You are hereby requested to approve the amount of \$_____ as Cost of the Development for the purposes set forth in Item I attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Developer does hereby certify on behalf of the Developer that:

I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;

The disbursement herein requested is for an obligation properly incurred, is a proper charge as a Cost of the Development (as defined in the Agreement), and has not been the basis of any previous reimbursement request;

The Developer is in material compliance with all provisions and requirements of the Agreement and the Development Agreement;

The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;

The Developer has, or the appropriate parties on the Developer’s behalf have, asserted its entitlement to all available manufacturer’s warranties to date upon acquisition of possession of or title to the Development or any part thereof which warranties have vested in the Developer;

The Developer certifies that (i) there is not any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials for the Development for which reimbursement is requested pursuant to this Written Requisition; or (ii) Developer has provided security discharging any known attested account claims.

EXECUTED this day of _____, 202_.

Belle Ave Partners, LLC
An Ohio limited liability company

By: _____
[]

ITEM I

Requisition No. _____ for the Development

Pay to _____

Amount \$ _____

For Account of:

Account Number:

Wiring Instructions:

For the purpose of reimbursing the following payments previously paid by the Developer for the Costs of the Development:

Name of Vendor	Service Rendered	Time Period	Cost of Service Rendered
1.			
2.			