



COMMUNITY IMPROVEMENT CORPORATION AGENDA
10101 Montgomery Road • Montgomery, Ohio 45242
(513) 891-2424 • Fax (513) 891-2498

AGENDA
June 7, 2023
City of Montgomery
10101 Montgomery Road
City Hall

Meeting of Board of Trustees - Immediately following the conclusion of the Business Session meeting at 6:30 P.M.

1. Call to Order
2. Guests and Residents
3. Minutes - March 1, 2023 Meeting of Trustees
4. New Business
 - a. Purchase and Sale Agreement for Roosa Street Development
 - b. Stage 2 Montgomery Quarter Platting
5. Old Business
6. Other Business
7. Adjournment

TO: Ronald Messer, President
Montgomery CIC Board of Trustees

FROM: Terrence M. Donnellon

RE: Purchase and Sale Agreement for
Roosa Street Development / Stage 2
Montgomery Quarter Platting

DATE: June 1, 2023

Roosa Street:

Enclosed is a Purchase and Sale Agreement to be executed by Brian K. Riblet, Executive Director of The MCIC to approve the sale of a 724 square foot parcel to the Development Team to enable them to extend outdoor dining from the building on Block 1 onto a portion of the Roosa Street streetscape.

The parcel is being surveyed for final approval by the County, after which it will be sold by The MCIC to the Development Team to complete their extension. A copy of the draft Plat is enclosed. The Agreement calls for a Covenant, which requires both parcels to remain in common ownership and restricts any future transfer of the parcels to be sure it meets the terms and conditions of the Montgomery Land Usage Code. The Code recognizes that a zoning lot may be comprised of more than one lot of record, and to be able to develop the parcel they need to meet this definition and maintain this common ownership. The Agreement also calls for a Temporary Construction Easement to allow them to complete their improvements, but to restore the streetscape for any portion of the streetscape disrupted during their construction. A Corporate Resolution is enclosed to document the Board's approval. The Council Ordinance approving the release of the right-of-way designation reaffirms the same conditions for the Covenant and Temporary Easement.

Montgomery Quarter Platting:

The Corporate Resolution also extends authority to Brian K. Riblet, Executive Director, to subdivide and plat the southern portion of the Montgomery Quarter Subdivision. The draft Plat identifies the extension of the street grid to the Roundabout and identifies two developable lots on either side of Cameron Street. The MCIC will dedicate the street right-of-way in the Plat and grant appropriate utility easements to facilitate development.

Respectfully submitted,


Terrence M. Donnellon,
Law Director

TMD/lld

Enclosures: Purchase and Sale Agreement; Covenant; Draft Plat; Corporate Resolution

cc: Brian Riblet, City Manager
Connie Gaylor, Executive Assistant/Clerk of Council
Department Heads
File

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this _____ day of _____, 2023, by and between **The Montgomery Community Improvement Corporation**, an Ohio not-for-profit corporation established by the City of Montgomery, Ohio for purposes of economic development and community revitalization ("Seller"), **Brandicorp MQ Lot 1A LLC**, an Ohio limited liability corporation, and **Neyer MQ Lot 1A LLC**, an Ohio limited liability corporation (collectively "Purchaser"), and the **City of Montgomery, Ohio**, an Ohio municipal corporation ("City"), upon the following terms and conditions.

RECITALS

WHEREAS, Seller is the owner of certain real property identified within **Exhibit A** attached hereto and incorporated herein by reference ("Secondary Parcel"), which Secondary Parcel is in the process of being platted to be identified as a separate parcel along and within the right-of-way of Roosa Street now owned by the Seller, which parcel is a part of the Montgomery Quarter Subdivision development; and

WHEREAS, Purchasers jointly are the owners of Lot 1A of the Montgomery Quarter Subdivision located in the 9300 block of Montgomery Road, City of Montgomery, Hamilton County, Ohio, being Auditor's parcel number 603-0004-0203 ("Primary Parcel"), which Primary Parcel is contiguous with the property to be acquired herein; and

WHEREAS, Purchasers desire to purchase the Secondary Parcel upon which the Purchaser intends to extend certain private improvements as a part of the current commercial/retail building constructed upon the Primary Parcel, consistent with a minor modification to the General Development Plan and Final Development Plan for this portion of the Montgomery Quarter Subdivision project; and

WHEREAS, to meet the terms and conditions of the Montgomery Land Usage Code, as additional consideration for the purchase and transfer of the Secondary Parcel, Purchaser is agreeable to grant a Covenant to the City to restrict the ownership and transfer of such Secondary Parcel and Primary Parcel, which Covenant in substance and form is attached hereto as **Exhibit B**; and

WHEREAS, to facilitate construction of the extension of the current commercial/retail building from the Primary Parcel to the Secondary Parcel, the Seller and the City are agreeable to extend to the Purchaser a Temporary Construction Easement as noted herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. **Purchase Price.** The Purchase Price for the Secondary Parcel to be paid by Purchaser to Seller shall be Four Thousand Four Hundred Twenty-Three and 64/100 Dollars (\$4,423.64) payable at Closing as hereinafter defined.

2. **Conveyance.** Seller shall convey to Purchaser the Secondary Parcel by Limited Warranty Deed at Closing, subject to the terms and conditions herein.

3. **Closing.** Closing on the purchase and sale and the conveyance of the Secondary Parcel shall occur within Thirty (30) days of the Effective Date of this Agreement. During such Thirty (30) day period, the parties shall complete their appropriate due diligence to be assured that a modification to the Final Development Plan, and as necessary the General Development Plan, have been properly approved to permit the construction upon the Secondary Parcel extending over the property line from the Primary Parcel, and to review and approve a separate Covenant defining the continuing ownership of the property, the restriction on the transfer of the property, now and in the future, and to complete any other due diligence which Purchaser may require before completing the purchase transaction set forth herein. After the Effective Date and prior to the close of the Due Diligence Period, Purchaser at its option may terminate this Purchase and Sale Agreement if appropriate consents and approvals have not been granted to Purchaser to extend the construction of the building from the Primary Parcel to the current property.

4. **Covenant.** As additional consideration for the sale and transfer of the Secondary Parcel to Purchaser, Purchaser agrees to execute the Covenant, attached hereto as **Exhibit B** in the substance and form of the document attached in favor of the City, to require continuing common ownership of the Primary Parcel and Secondary Parcel, and to restrict the separate transfer of such parcels to meet the terms and conditions of the Montgomery Land Usage Code.

5. **Temporary Construction Easement.** To facilitate the anticipated construction of the extension of the building from the Primary Parcel onto the Secondary Parcel, the Seller will grant to Purchaser, its agents and contractors, a Temporary Construction Easement over the portions of the City right-of-way contained within Lot 1-F of the Montgomery Quarter Subdivision in an area approximately Ten (10) feet wide running the length of the Secondary Parcel between the Secondary Parcel and Roosa Street, as reasonably necessary for construction activities and storage and materials to complete the extension of the building sited upon Lot 1-A onto the Secondary Parcel. The Purchaser shall cause its employees, agents and contractors to coordinate such work and storage with the City so as to minimize, to the extent reasonably possible, any disruption to the use of the City right-of-way and streetscape located therein.

At the close of the construction activity, the Purchaser shall promptly restore any damage to the disturbed area of the City right-of-way and streetscape to the condition existing upon the commencement of the construction activities, which damage may have been caused by its construction and/or related activities. The Temporary Construction Easement provided for herein shall only remain in effect from the date of the execution of

this Agreement and for a limited period of time during which it is necessary to repair or construct these improvements. This Temporary Construction Easement shall automatically terminate upon the completion of the construction of the improvements, but no later than April 30, 2024.

6. **Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Purchaser, all of which shall be true as of the Effective Date and at Closing:

(a) Seller has or will acquire good and marketable fee simple title in and to the Secondary Parcel free and clear of any right-of-way designation;

(b) Seller has no knowledge of any pending or threatened litigation or condemnation concerning all or any portion of the Secondary Parcel;

(c) Seller warrants and represents to Purchaser that the Secondary Parcel is not, and as of the Closing will not be, in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Secondary Parcel, including, but not limited to, soil and groundwater conditions. Seller represents and warrants that there are no Hazardous Materials (as defined below) present on the Secondary Parcel. Seller further warrants and represents that during the time in which Seller owned the Secondary Parcel, neither Seller nor any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Secondary Parcel or transported to or from the Secondary Parcel any Hazardous Materials. There is no proceeding or inquiry by any governmental authority with respect to the presence of Hazardous Materials on the Secondary Parcel or the migration of Hazardous Materials from or to the Secondary Parcel. There are no storage tanks on the Secondary Parcel nor located in or under the Secondary Parcel. The term "Hazardous Material" means, but is not limited to, substance, material, or waste which is toxic, ignitable, reactive, or corrosive; which is or can be injurious to the health, safety, or welfare of the public or environment, and which is or becomes regulated by any local or state governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "Hazardous substance," "pollutant or contaminated," or "hazardous material," by any local or state law, (ii) oil and petroleum products and their byproducts, (iii) asbestos or asbestos-containing materials, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act. Seller shall within ten (10) business days of executing this Agreement disclose to Purchaser in writing all information in Seller's possession or control which relates to the environmental conditions of the Secondary Parcel.

(d) Seller has no knowledge of any violation or alleged violation of any applicable laws, ordinances, statutes, rules or regulations with respect to the Secondary Parcel;

(e) There are no parties in possession of any portion of the Secondary Parcel (other than Seller), the property is not subject to any lease, license or other possessory interest, and no party has any option, right of first offer, or right of first refusal to purchase the property.

7. **Notice.** All notices required or desired to be given shall be in writing, delivered by one of the following methods: (i) certified mail, return receipt requested, (ii) nationally recognized overnight delivery service, or (iii) courier with written receipt of delivery, and such notice shall be deemed given upon receipt by the addressee. The notice shall be addressed to Seller or Purchaser at the address set forth below, or to such other address for which prior notice has been given as required for notices herein. If delivery of the notice is refused by the addressee, or if the notice is returned as undeliverable or unclaimed, delivery will be deemed given upon the date delivery was first attempted.

As if to Seller: The Montgomery Community Improvement
Corporation
c/o Brian K. Riblet
Executive Director
10101 Montgomery Road
Montgomery, Ohio 45242

With a copy to: Terrence M. Donnellon, Esquire
Donnellon, Donnellon & Miller
9079 Montgomery Road
Cincinnati, Ohio 45242

As if to Purchaser: Brandicorp MQ Lot 1A LLC
c/o Michael Brandy
45 Fairfield Avenue, Suite 200
Bellevue, KY 41073

and

Neyer MQ Lot 1A LLC
c/o Mr. Daniel A. Neyer
45 Fairfield Avenue, Suite 200
Bellevue, KY 41073

As if to City: Brian K. Riblet
City Manager
City of Montgomery
10101 Montgomery Road
Montgomery, Ohio 45242

With a copy to: Terrence M. Donnellon, Esquire
Donnellon, Donnellon & Miller
9079 Montgomery Road
Cincinnati, Ohio 45242

8. **Successors and Assigns**. This Agreement shall inure to the benefit of the parties, and shall be binding upon the parties and their successors, and assigns.

9. **Component Parts**. This Agreement, for the convenience of the parties, may be executed in component parts, which component parts when signed shall represent the entire executed Agreement binding all parties.

10. **Ohio Law**. This Agreement shall be enforceable and interpreted as appropriate under Ohio law. Any action to enforce this Agreement, or any cause of action for breach of this Agreement, may only be brought in a state or federal court sited in Hamilton County, Ohio. By executing this Agreement, all parties consent to jurisdiction and venue within such court or courts in Hamilton County, Ohio.

[SIGNATURE PAGES TO FOLLOW]

SELLER:

**THE MONTGOMERY COMMUNITY
IMPROVEMENT CORPORATION**

an Ohio not-for-profit corporation

By: _____
Brian K. Riblet

Its: Executive Director

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this _____ day of _____, 2023, personally appeared before me, a Notary Public in and for the above county and state, Brian K. Riblet, known to be the Executive Director of **The Montgomery Community Improvement Corporation**, an Ohio not-for-profit corporation, and duly authorized in the premises, who acknowledged the signing and sealing of the said Purchase and Sale Agreement for himself and on behalf of said corporation, to be his voluntary act and deed, and the voluntary act and deed of said corporation.

Notary Public
My commission expires: _____

PURCHASER:

Brandicorp MQ Lot 1A LLC,
an Ohio limited liability corporation

By: _____
Michael T. Brandy

Its: Manager

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this _____ day of _____, 2023, personally appeared before me, a Notary Public in and for the State of Ohio, Michael T. Brandy, known to be the Manager of **Brandicorp MQ Lot 1A LLC**, an Ohio limited liability corporation, and duly authorized in the premises, who acknowledged the signing and sealing of the said Purchase and Sale Agreement for himself and on behalf of said corporation, to be his voluntary act and deed, and the voluntary act and deed of said corporation.

Notary Public
My commission expires: _____

PURCHASER:

Neyer MQ Lot 1A LLC,
an Ohio limited liability corporation

By: _____
Daniel A. Neyer

Its: Manager

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this _____ day of _____, 2023 personally appeared before me, a Notary Public in and for the State of Ohio, Daniel A. Neyer, known to be the Manager of **Neyer MQ Lot 1A LLC**, an Ohio limited liability corporation, and duly authorized in the premises, who acknowledged the signing and sealing of the said Purchase and Sale Agreement for himself and on behalf of said corporation, to be his voluntary act and deed, and the voluntary act and deed of said corporation.

Notary Public
My commission expires: _____

CITY:

CITY OF MONTGOMERY, OHIO

an Ohio municipal corporation

By: _____
Brian K. Riblet

Its: City Manager

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this _____ day of _____, 2023, personally appeared before me, a Notary Public in and for the above county and state, Brian K. Riblet, known to be the City Manager of the **City of Montgomery, Ohio**, an Ohio municipal corporation, and duly authorized in the premises, who acknowledged the signing and sealing of the said Purchase and Sale Agreement for himself and on behalf of said corporation, to be his voluntary act and deed, and the voluntary act and deed of said corporation.

Notary Public
My commission expires: _____

APPROVED AS TO FORM:

Terrence M. Donnellon
Law Director
City of Montgomery, Ohio

Space above this line for recording information

COVENANT

This Covenant ("Covenant") is made effective as of this ____ day of _____, 2023, by **Brandicorp MQ Lot 1A LLC**, an Ohio limited liability corporation, **Neyer MQ Lot 1A LLC**, an Ohio limited liability corporation (collectively "Grantors") and the **City of Montgomery, Ohio**, an Ohio municipal corporation ("Grantee") upon the following terms and conditions:

RECITALS

WHEREAS, Grantors are jointly the fee owners of Lot 1-A of the Montgomery Quarter Subdivision, located at _____ Montgomery Road, City of Montgomery, Hamilton County, Ohio, Auditor's parcel number 603-0004-0203, being more particularly described on **Exhibit A** attached hereto ("Primary Parcel"), upon which has been constructed a commercial building containing both retail and office space; and

WHEREAS, Grantors are the owners of a separate contiguous parcel subdivided and transferred by The Montgomery Community Improvement Corporation in the City of Montgomery, Ohio, which parcel is contiguous to the Primary Parcel, which parcel is more particularly described on **Exhibit B** attached hereto ("Secondary Parcel"); and

WHEREAS, as a part of Grantors' approved General Development Plan and Final Development Plan for the Primary Parcel as modified and accepted by the City of Montgomery Community Development Director (collectively "Development Plan"), Grantors desire to expand a portion of the existing building upon the Primary Parcel to extend onto the Secondary Parcel, which will extend over and across the north/south property line between both the Primary Parcel and Secondary Parcel as depicted on **Exhibit C** attached hereto ("Build-out Plan"); and

WHEREAS, while the Secondary Parcel may not be a buildable parcel, nor meet the necessary requirements of the Old Montgomery Gateway District for lot size, consistent with Section 150.0302, *Definitions*, of the Montgomery Code of Ordinances –

Land Usage Code, Grantee is agreeable to treat the Primary Parcel and Secondary Parcel as a combination of complete lots of record to satisfy the terms and conditions of the Land Usage Code, and to satisfy the terms and conditions of the approved Development Plan to allow the expansion of the primary building constructed onsite at the Primary Parcel, 603-0004-0203, to cross over and be constructed upon a portion of the Secondary Parcel, subject to the terms and conditions outlined in this Covenants regarding joint ownership and joint transfer.

NOW THEREFORE, in consideration of the City's issuance of any necessary approvals for the development of the Primary Parcel and Secondary Parcel, and construction of the building expansion from the Primary Parcel across a portion of the Secondary Parcel, Grantors, on behalf of themselves, their successors and assigns, hereby covenant and declare as follows:

1. Recitals. The Recitals as set forth herein are incorporated by reference as if fully rewritten as a part of the terms and condition of this Agreement.

2. Restrictions on Transfer. Grantors may not separately sell or transfer the Primary Parcel and Secondary Parcel (collectively "Parcels"), but may only complete a sale or transfer by either consolidating both parcels into one parcel and one tax lot or by transferring and selling the Primary Parcel and Secondary Parcel together in one transfer. The ownership of the Primary Parcel and Secondary Parcel may not be separated into two different entities and must always remain as a part of the entity controlling the Primary Parcel.

3. Use. Notwithstanding the existence of the parcel lines separating the Primary Parcel and Secondary Parcel upon the subdivision plat as modified, shall at all times and for all purposes be treated by Grantors as a single parcel, and for all times and for all purposes shall be treated by the City of Montgomery as a combination of lots of record in determining minimum lot size and minimum set back requirements for the development of these Parcels.

4. General Site Standards. The purpose of this Covenant is to allow the City to treat the Parcels as a single parcel so that the building expansion may satisfy any and all requirements of the applicable Building, Fire and Land Usage Codes and other related Ordinances enacted by the City of Montgomery that may restrict constructing a building across a parcel line and/or that may require a building separation distance along parcel lines. Grantors agree to construct and maintain the building expansion as noted upon the Build-out Plan in accordance with all applicable laws, rules, Ordinances and regulations, including without limitation the City's Land Usage Code and the applicable Ohio Building Codes, as hereafter amended from time to time, as if the Parcels were a single parcel.

5. Successors/Termination. This Covenant is permanent and shall run with the land and shall inure to and be binding upon the Grantors, their successors and

assigns, provided however that if the building is demolished in its entirety, or if the Parcels are consolidated by a plat recorded in the Official Records of Hamilton County, Ohio, then this Covenant shall terminate automatically and shall be of no further force or effect.

6. Amendments. Any modifications or amendments to this Covenant, regardless of the materiality, shall be made only with the prior written consent of the Grantors and Grantee.

7. No Partnership or Joint Venture. Nothing contained herein shall be deemed to create a partnership nor joint venture between the Grantors and Grantee.

8. Governing Laws. This Covenant shall be governed by the laws of the City of Montgomery and the State of Ohio. This Covenant is executed by Grantors to be effective as of the date and day set forth above.

GRANTORS:

Brandicorp MQ Lot 1A LLC,
an Ohio limited liability corporation

By: _____

Name: _____

Its: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this _____ day of _____, 2023, personally appeared before me, a Notary Public in and for the State of Ohio, **Brandicorp MQ Lot 1A LLC**, an Ohio limited liability company, by _____, known to be the _____ of said company and duly authorized in the premises, who acknowledged the signing and sealing of the said Covenant for himself and on behalf of said company, to be his voluntary act and deed, and the voluntary act and deed of said company. No oath or affirmation was administered to the signer in regard to this acknowledgement.

Notary Public
My commission expires: _____

GRANTORS:

Neyer MQ Lot 1A LLC,
an Ohio limited liability corporation

By: _____

Name: _____

Its: _____

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this _____ day of _____, 2023, personally appeared before me, a Notary Public in and for the State of Ohio, **Neyer MQ Lot 1A LLC**, an Ohio limited liability company, by _____, known to be the _____ of said company and duly authorized in the premises, who acknowledged the signing and sealing of the said Covenant for himself and on behalf of said company, to be his voluntary act and deed, and the voluntary act and deed of said company. No oath or affirmation was administered to the signer in regard to this acknowledgement.

Notary Public
My commission expires: _____

GRANTEE:

City of Montgomery, Ohio,
an Ohio municipal corporation

By: _____
Brian K. Riblet

Its: City Manager

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

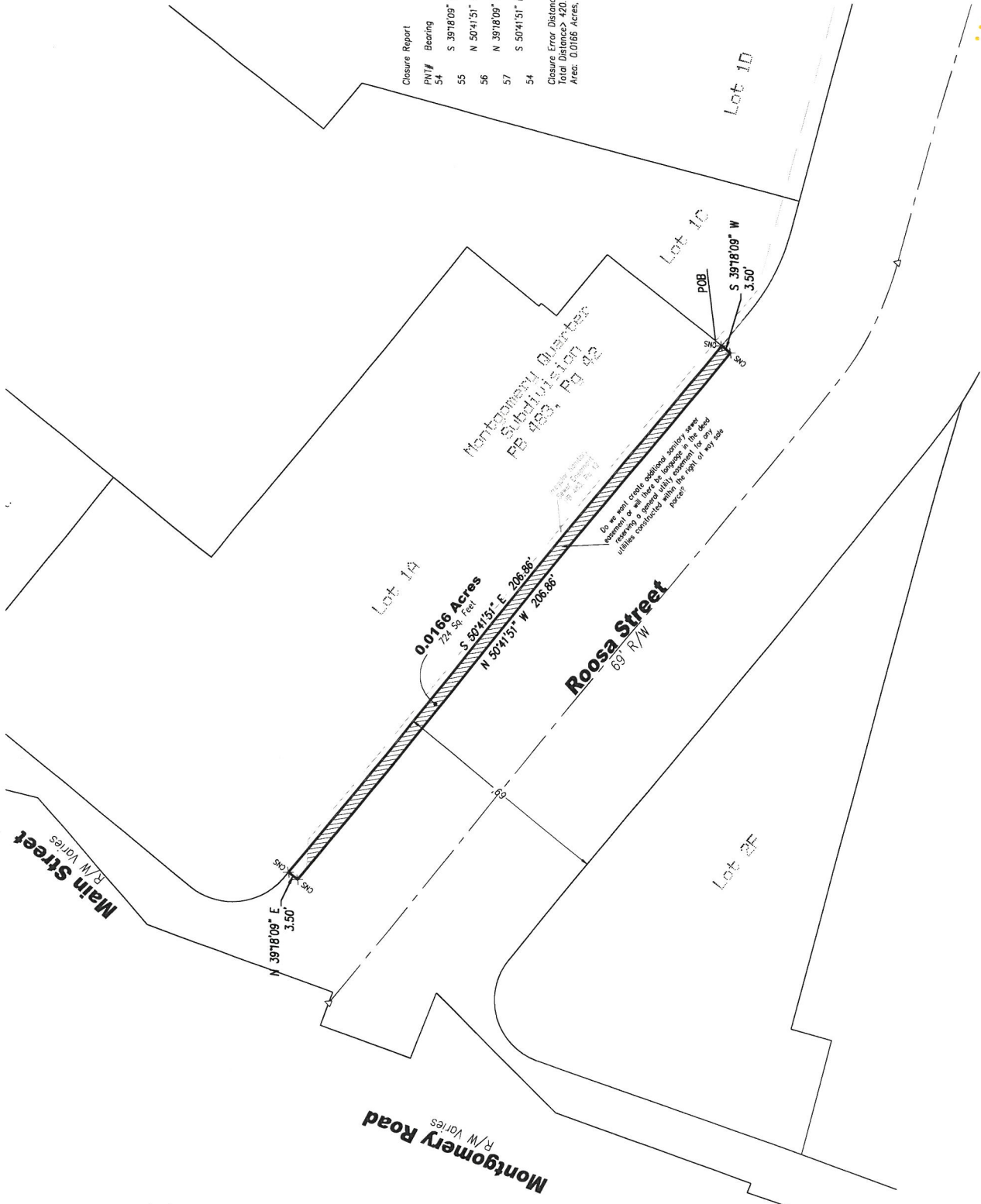
On this _____ day of _____, 2023, personally appeared before me, a Notary Public in and for the State of Ohio, the **City of Montgomery, Ohio**, an Ohio municipal corporation, by Brian K. Riblet, known to be the City Manager of said corporation and duly authorized in the premises, who acknowledged the signing and sealing of the said Covenant for himself and on behalf of said corporation, to be his voluntary act and deed, and the voluntary act and deed of said corporation. No oath or affirmation was administered to the signer in regard to this acknowledgement.

Notary Public
My commission expires: _____

APPROVED AS TO FORM:

Terrence M. Donnellon
Law Director

Bearings:
Based on State Plane
Coordinate System Ohio South
Zone NAD83, (2011)



Close Report	R/W	Bearing	Distance	Northing	Easting
54	S 39°18'09" W	3.50	451493.49	1443255.61	
55	N 50°41'51" W	206.86	451490.78	1443253.39	
56	N 39°18'09" E	3.50	451821.81	1443093.32	
57	S 50°41'51" E	206.86	451824.52	1443095.53	
54	S 50°41'51" E	206.86	451493.49	1443255.61	

Closure Error Distances: 0.0000
Total Distance: 207.72
Area: 0.0166 Acres, 72 Sq. Feet

OCCUPATION
As Shown On Plat

Plat of Survey
For Partial Street Sale

Montgomery Quarter Subdivision
City of Montgomery

Section 3, Town 4, E.R. 1
Sycamore Township
City of Montgomery
Hamilton County, Ohio

TMS | GJB | 1" = 20'
Drawn By | Checked By
Issue Date: 04/13/2023 | Project Number: 17067.50



Berding Surveying

GPS Surveying • 3D Laser Scanning
741 Main Street | Millersburg, OH 45150 | www.berdingsurveying.com
513.831.6761 fax | 513.831.5505 tel
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DRAFT 4-13-2023 Date
Tim Schwoppe, P.S. - 8410
t@berdingsurveying.com



Survey References:
• Montgomery Quarter Subdivision, PB 483, Pg 42
• Dates of record as shown herein.

Indicates set Close Neighb
Indicates set 3/8" x 3/8" Iron Pin and Cap

Monument Legend

**RESOLUTION
of the Board of Trustees of
The Montgomery Community Improvement Corporation**

WHEREAS, a Special Meeting of the Board of Trustees of The Montgomery Community Improvement Corporation (“MCIC”) was called by the President and Executive Director for June 7, 2023. The first purpose of the meeting was to authorize a Purchase and Sale Agreement between The MCIC and Brandicorp MQ Lot 1A LLC and Neyer MQ Lot 1A LLC, which are subsidiaries of Gateway Partners Montgomery, LLC. The Purchase and Sale Agreement will facilitate further development of the Montgomery Quarter Subdivision by allowing an extension of the commercial/retail building located on Lot 1-A onto a Secondary Parcel to enhance the development and to facilitate outdoor dining. The second purpose of the meeting was to authorize the Executive Director to subdivide and plat Stage 2 of the Montgomery Quarter Subdivision; and

WHEREAS, consistent with the Development Agreement for the Montgomery Quarter site and to facilitate economic development, it was moved and approved as follows:

BE IT RESOLVED: The Executive Director is hereby authorized to enter into the attached Purchase and Sale Agreement with Brandicorp MQ Lot 1A LLC and Neyer MQ Lot 1A LLC to sell and transfer the newly platted parcel, also known as the Secondary Parcel, to facilitate an extension of the private improvements for Lot 1-A onto a portion of the right-of-way to be transferred herein.

BE IT FURTHER RESOLVED: The Executive Director is hereby authorized to enter into a Temporary Construction Easement as provided within the Purchase and Sale Agreement to facilitate construction of the anticipated private improvements and to secure restoration of any portion of the right-of-way streetscape damaged during construction.

BE IT FURTHER RESOLVED: The Executive Director is hereby authorized to subdivide and plat Stage 2 of the Montgomery Quarter Subdivision, to dedicate the extension of the Cameron Street right-of-way to the City of Montgomery for public use, and to dedicate and plat public utilities necessary to develop the site.

BE IT FURTHER RESOLVED: The Executive Director is authorized to execute such additional documentation as may be necessary to facilitate this sale and transfer and the platting of the site.

This Resolution is approved this _____ day of _____, 2023.

**THE MONTGOMERY COMMUNITY
IMPROVEMENT CORPORATION**

By: _____

Ronald Messer

Its: President

By: _____

Brian K. Riblet

Its: Executive Director

By: _____

Sasha Naiman

Its: Secretary/Treasurer

Montgomery Quarter, Phase 2

Being a Re-plot of Lot 6 of
Montgomery Quarter as recorded in
Plat Book 483, Page 42
Section 3, Town 4, Entire Range 1
Sycamore, Hamilton County, Ohio
Containing 5.7598 Acres



Vicinity Map N.T.S.

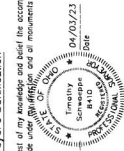
Catchment Area: 3,398.622

City	County	Address	Latitude	Longitude
4	Hamilton	14036.21	14036.21	14036.21
5	Hamilton	14036.21	14036.21	14036.21
6	Hamilton	14036.21	14036.21	14036.21
7	Hamilton	14036.21	14036.21	14036.21
8	Hamilton	14036.21	14036.21	14036.21
9	Hamilton	14036.21	14036.21	14036.21
10	Hamilton	14036.21	14036.21	14036.21
11	Hamilton	14036.21	14036.21	14036.21
12	Hamilton	14036.21	14036.21	14036.21
13	Hamilton	14036.21	14036.21	14036.21
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18	Hamilton	14036.21	14036.21	14036.21
19	Hamilton	14036.21	14036.21	14036.21
20	Hamilton	14036.21	14036.21	14036.21
21	Hamilton	14036.21	14036.21	14036.21
22	Hamilton	14036.21	14036.21	14036.21
23	Hamilton	14036.21	14036.21	14036.21
24	Hamilton	14036.21	14036.21	14036.21
25	Hamilton	14036.21	14036.21	14036.21
26	Hamilton	14036.21	14036.21	14036.21
27	Hamilton	14036.21	14036.21	14036.21
28	Hamilton	14036.21	14036.21	14036.21
29	Hamilton	14036.21	14036.21	14036.21
30	Hamilton	14036.21	14036.21	14036.21
31	Hamilton	14036.21	14036.21	14036.21
32	Hamilton	14036.21	14036.21	14036.21
33	Hamilton	14036.21	14036.21	14036.21
34	Hamilton	14036.21	14036.21	14036.21
35	Hamilton	14036.21	14036.21	14036.21
36	Hamilton	14036.21	14036.21	14036.21
37	Hamilton	14036.21	14036.21	14036.21
38	Hamilton	14036.21	14036.21	14036.21
39	Hamilton	14036.21	14036.21	14036.21
40	Hamilton	14036.21	14036.21	14036.21
41	Hamilton	14036.21	14036.21	14036.21
42	Hamilton	14036.21	14036.21	14036.21
43	Hamilton	14036.21	14036.21	14036.21
44	Hamilton	14036.21	14036.21	14036.21
45	Hamilton	14036.21	14036.21	14036.21
46	Hamilton	14036.21	14036.21	14036.21
47	Hamilton	14036.21	14036.21	14036.21
48	Hamilton	14036.21	14036.21	14036.21
49	Hamilton	14036.21	14036.21	14036.21
50	Hamilton	14036.21	14036.21	14036.21

Phase 2
Acreage Summary
2.3381 Acres, Lot 7
1.8610 Acres, Lot 8
4.5527 Acres, ROW Dedication
5.7598 Total Area

Surveyor
G. J. Ben, Director
741 Main Street
P.O. Box 111
Phone: 513-431-2500
Fax: 513-431-4881
Jim Schweppert, P.E.

Surveyor's Certification
I hereby certify that to the best of my knowledge and belief the accompanying plat is a correct return of a survey made under my direction and in accordance with the laws of the State of Ohio.



Plat Approved by the Planning Commission of the City of Montgomery on the _____ day of _____, 2022.

Community Development Director

AS TO EASEMENTS OVER LOT 4
EDUCATION STATEMENT
Know all men by these presents, that on the undersigned (grantor), in consideration of \$100 and other considerations to be paid by the Board of County Commissioners of Hamilton County, Ohio (grantee), for the use and benefit of the Montgomery Quarter and to be conveyed to the said Board of County Commissioners, it's successors and assigns forever, a permanent easement together with the right of ingress and egress over and under the premises hereinafter described to and from the adjacent premises of 1/4 acre and vicinity improvements, in and upon the tract shown on this plat, including but not limited to the driveway and parking area, and other improvements thereon, and the easement thereon, is hereby granted to the said Board of County Commissioners, its successors and assigns forever, and the same easement and improvements are subject to the following restrictions:

CELESTY PARTNERS MONTGOMERY, LLC
By: _____
Name: _____
Title: _____

State of Ohio, County of Hamilton
Be it known that on this _____ day of _____, 2022, before me, a notary public, in and for said state, appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed.

Notary Public
My Commission Expires _____

AS TO THE REPLEASING OF GARDNER AVE. MONTGOMERY ROAD, SEE LOTS 7 & 8
AND EASEMENTS OVER LOT 5
DEED RELEVANCE
Know all men by these presents, that on the undersigned (grantor), in consideration of \$100 and other considerations to be paid by the Board of County Commissioners of Hamilton County, Ohio (grantee), for the use and benefit of the Montgomery Quarter and to be conveyed to the said Board of County Commissioners, it's successors and assigns forever, a permanent easement together with the right of ingress and egress over and under the premises hereinafter described to and from the adjacent premises of 1/4 acre and vicinity improvements, in and upon the tract shown on this plat, including but not limited to the driveway and parking area, and other improvements thereon, and the easement thereon, is hereby granted to the said Board of County Commissioners, its successors and assigns forever, and the same easement and improvements are subject to the following restrictions:

THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION
By: _____
Name: _____
Title: _____

State of Ohio, County of Hamilton
Be it known that on this _____ day of _____, 2022, before me, a notary public, in and for said state, appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed.

Notary Public
My Commission Expires _____

EDUCATION STATEMENT
Know all men by these presents, that on the undersigned (grantor), in consideration of \$100 and other considerations to be paid by the Board of County Commissioners of Hamilton County, Ohio (grantee), for the use and benefit of the Montgomery Quarter and to be conveyed to the said Board of County Commissioners, it's successors and assigns forever, a permanent easement together with the right of ingress and egress over and under the premises hereinafter described to and from the adjacent premises of 1/4 acre and vicinity improvements, in and upon the tract shown on this plat, including but not limited to the driveway and parking area, and other improvements thereon, and the easement thereon, is hereby granted to the said Board of County Commissioners, its successors and assigns forever, and the same easement and improvements are subject to the following restrictions:

THE MONTGOMERY COMMUNITY IMPROVEMENT CORPORATION
By: _____
Name: _____
Title: _____

State of Ohio, County of Hamilton
Be it known that on this _____ day of _____, 2022, before me, a notary public, in and for said state, appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed.

Notary Public
My Commission Expires _____

APPROVED
The County of Hamilton, Ohio, hereby approves by, for, on behalf of and in the name of the County of Hamilton and under the authority of its Board of County Commissioners by virtue of B.C. Section 305.09 and the resolution adopted April 24, 2018, and entered into the Journal of said Board:

2022 Resolutions
County Administrator

RES SEVERA DEED EXPEDITE
DOB

Respectfully Submitting Comments
Ending surveyor's deed statements and their rights therein, as depicted herein, in case of having, and in the case of the County of Hamilton and under the authority of its Board of County Commissioners, is approved on this _____ day of _____, 2022, A.D. for and to be recorded in the public records of Hamilton County, Ohio, and the resolution adopted April 24, 2018, and entered into the Journal of said Board.

Sever's Deed Expedite: 4050C
DOB

2022 Resolutions
County Administrator

Plat Approved by the Planning Commission of the City of Montgomery on the _____ day of _____, 2022.

Community Development Director

These minutes are a draft of the proposed minutes from the Community Improvement Corporation. They do not represent the official record of proceedings until formally adopted by the Corporation. Formal adoption is noted by signature of the Secretary/Treasurer within the minutes.

City of Montgomery
Community Improvement Corporation Meeting
Annual Meeting of the Trustees
March 1, 2023

Present

Brian Riblet, City Manager
Terry Donnellon, Law Director
Tracy Henao, Asst. City Manager
Kevin Chesar, Community Dev. Dir.
John Crowell, Police Chief
Gary Heitkamp, Public Works Director
Chris Bigham, Interim Finance Director
Matthew Vanderhorst, Community & Information Serv. Director
Paul Wright, Fire Chief
Amy Frederick, Community and Engagement Coordinator
Connie Gaylor, Clerk of Council
Wendy Grethel, Customer Service and Volunteer Specialist

Trustees Present

Ron Messer, President
Mike Cappel, Vice President
Chris Dobrozsi
Craig Margolis
Ron Messer
Sasha Naiman, Secretary
Ken Suer

President Messer called the meeting of the Trustees of the Community Improvement Corporation (CIC) to order at 5:45 p.m. at Montgomery City Hall.

Roll Call

The roll was called, and all Trustees were present.

Minutes

Mr. Cappel moved to approve the minutes from the February 1, 2023, Meeting of the Members and the February 1, 2023 Meeting of the Trustees. Mrs. Bissmeyer seconded. The minutes were unanimously approved.

New Business

Acceptance of Financial Statements

Mr. Bigham reviewed the following 2022 financial statements and corporation tax return for the Montgomery Community Improvement Corporation:

- The Statement of Net Position reflects that the corporation had assets net of liabilities of \$2,102,685.34 as of December 31, 2022.
- The Statement of Financial Activities reflects Grants Received of \$175,000, Interest Income of \$0, Grants Awarded of \$89,794 and Professional Fees expensed in the amount of \$36,000 for the year ended December 31, 2022.
- The Statement of Cash Flow reflects the corporation increased its cash position from \$2,056,479.45 to \$2,123,757.45 as a result of Grants Received. Funds are in a demand deposit account at Fifth Third Bank.

These minutes are a draft of the proposed minutes from the Community Improvement Corporation Board of Trustees meeting. They do not represent the official record of proceedings until formally adopted by the Trustees. Formal adoption is noted by signature of the Secretary/Treasurer within the minutes.

March 1, 2023

Page 2

Review of Corporation's Tax Return for 2022

Mr. Bigham reviewed the 2022 CIC Tax Return and informed the Trustees that a 990 Corporation Tax Return was filed this year.

Mr. Cappel moved to accept the Financial Statements and the 990 Corporation Tax Return for 2022. Mrs. Bissmeyer seconded. The Trustees unanimously accepted the Financial Statements and the 990 Corporation Tax Return for 2022.

Mr. Suer commented that in the past there has been very little activity running through the CIC but with the construction of the Montgomery Quarter project that has changed and he is pleased to see the CIC working as intended.

Other Business

President Messer asked if there was any further business to discuss. There was none.

President Bissmeyer asked for a motion to adjourn.

Mr. Cappel moved to adjourn. Mrs. Bissmeyer seconded.

The meeting was adjourned at 5:50 p.m.

Secretary-Treasurer

Date