CITY COMMISSION MEETING AGENDA

CITY COMMISSION  DAYTON, OHIO  SEPTEMBER 8, 2021

8:30 A.M.

I.  AGENDA SCHEDULE

Please register to speak on items 9, 11 and 13 with the Clerk of the Commission. (Sign-up sheets at entrance of Commission Chambers.)
1.  Call Meeting to Order
2.  Invocation
3.  Pledge of Allegiance
4.  Roll Call
5.  Approval of Minutes
6.  Communications and Petitions Distribution (if any)
7.  Special Awards/Recognition
8.  Discussion of City Manager’s Recommendations (See Section II)
9.  Citizen Comments on City Manager's Recommendations
10. City Commission Action on City Manager’s Recommendations
11. Public Hearings: (See Section V)
12. Discussion Item: N/A
13. Comments by Citizens - Please register to speak with the Clerk of Commission (Non - Calendar items) sign-up sheets at entrance of Commission Chambers
14. Comments by City Manager
15. Comments by City Commission
16. Work Session: N/A
17. Miscellaneous (See Section VI)

II.  CITY MANAGER RECOMMENDATIONS (Item #8 above)
The following recommendations are offered for City Commission approval.

A. Purchase Orders, Agreements and Contracts:
(All contracts are valid until delivery is complete or through December 31st of the current year).

1. Purchase Orders:

   AVIATION
   A1. M & R Electric Motor Service (electrical motor repairs, parts, supplies and related items as needed through 09/30/21) $9,000.00
1. (Cont’d):

**LAW**

- **B1. Crown Personnel Service, Inc.** (temporary staffing services as needed through 12/31/21) 40,000.00

**POLICE**

- **C1. Brite Computers/Upstate Wholesale Supply** (twenty (20) Getac Tablets) 44,800.00
- **C2. Invisio Communications, Inc.** (over the ear headsets and communication cables) 24,318.10

**PROCUREMENT, MANAGEMENT AND BUDGET**

- **D1. Bound Tree Medical LLC** (PPE gloves) 89,775.00

**PUBLIC WORKS**

- **E1. Graybar Electric Company, Inc.** (electrical parts, supplies, and related items as needed through 12/31/21) 10,000.00

**WATER**

- **F1. Sullivan Environmental Technologies** (two Trillion (WEMCO) pumps) 54,604.00
- **F2. Mississippi Lime Company** (quick lime as needed through 12/31/21) 40,000.00
- **E3. Pelton Environmental Products, Inc.** (pinion gear, shaft, and key as needed through 12/31/24) 43,398.00
  - Depts. of Aviation, Law, Police, Procurement, Management and Budget, Public Works and Water. **Total:** 355,895.10

2. **Passport Parking, Inc. – Service Agreement** – for a mobile payment solution for on-street parking. Department of Public Works. **$85,000.00** (Thru 12/31/23)

**C. Revenue to the City:**

3. **Webster 2020, LLC – Other** - special use permit to install conduit to connect new construction to existing facilities at 2043 Webster Street - Department of Public Works. **$200.00**
   (Paid to the City)
E. Other – Contributions, Etc.:

4. Dayton Montgomery County Port Authority -Other- intergovernmental agreement to contract with the Port Authority for specialized real estate consulting services related to potential business attraction project opportunities.
   $50,000.00
   (Thru 12/31/23)

IV. LEGISLATION:

Emergency Ordinances – First and Second Reading

5. No. 31912-21 Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements in the City of Dayton, Ohio in Cooperation with the Dayton Regional Energy Special Improvement District and Declaring an Emergency.


Emergency Resolution – First and Second Reading

V. PLANNING ACTION

A. PUBLIC HEARING:

8. Amending the Official Zoning Map to Establish Planned Development – 182 for 4.91 acres at the southeast corner of South Main Street and East Stewart Street. – Case No. PLN2021-00282.

VI. MISCELLANEOUS:

<table>
<thead>
<tr>
<th>ORDINANCE NO. 31915-21</th>
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</thead>
<tbody>
<tr>
<td>RESOLUTION NO. 6606-21</td>
<td></td>
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<tr>
<td>IMPROVEMENT RESOLUTION NO. 3599-21</td>
<td></td>
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<tr>
<td>INFORMAL RESOLUTION NO. 993-21</td>
<td></td>
</tr>
</tbody>
</table>
AVIATION

(A1)  P0210317 – M & R ELECTRIC MOTOR SERVICE, DAYTON, OH

- Electrical motor repairs, parts, supplies and related items as needed through 9/30/2021.
- These goods and services are required to repair pumps and motors that are used throughout the airport terminal and surrounding buildings.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 15065N with pricing extended through 9/30/2021.
- M & R Electric Motor Service qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $10,000.00 by $9,000.00 for a total not to exceed $19,000.00 and therefore requires City Commission approval.
- The Department of Aviation recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>DIA Airport Operations</td>
<td>51000-3220-1301-43</td>
<td>$9,000.00</td>
</tr>
</tbody>
</table>

Signatures/Approval

Approved by City Commission

Clerk

Date

Updated 06/2016
LAW

(B1) P0211069 – CROWN PERSONNEL SERVICE, INC., DAYTON, OH

- Temporary staffing services as needed through 12/31/2021.
- These services are required to augment staff to maintain daily operations.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18066JL with pricing through 12/31/2023.
- Crown Personnel Service, Inc. qualifies as a Dayton local entity.
- This amendment increases the previously authorized amount of $10,000.00 by $40,000.00 for a total not to exceed $50,000.00 and therefore requires City Commission approval.
- The Department of Law recommends approval of this order.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-5210-1159-74</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

POLICE

(C1) P0211119 – BRITE COMPUTERS/UPSTATE WHOLESALE SUPPLY, VICTOR, NY

- Twenty (20) Getac Tablets.
- These goods are required to technologically retrofit twenty (20) Dodge Durango police cruisers required for daily operations.
- Brite Computers/Upstate Wholesale Supply is recommended based upon recent low bid and to ensure consistent quality, compatibility, and operational continuity; therefore, this purchase was negotiated.
- The Department of Police recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
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<tbody>
<tr>
<td>2021</td>
<td>General Fund</td>
<td>10000-6210-1412-71</td>
<td>$44,800.00</td>
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</tbody>
</table>

(C2) P0211112 – INVISIO COMMUNICATIONS, INC., CHICAGO, IL

- Over the ear headsets and communication cables.
- These goods are required to provide Special Weapons and Tactics (SWAT) team officers full-time hearing protection and radio communications while on SWAT operations.
- Three (3) possible vendors were solicited and three (3) responses were received.
- The Department of Police recommends acceptance of the lowest and best response.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tr>
<td>2021</td>
<td>Public Safety Photo Enforcement</td>
<td>16122-6210-1301-71</td>
<td>$24,318.10</td>
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</table>
PROCUREMENT, MANAGEMENT AND BUDGET - PROCUREMENT

(D1) P0211121 – BOUND TREE MEDICAL LLC, DUBLIN, OH
- PPE gloves.
- These goods are required to protect City paramedics and firefighters during the COVID-19 pandemic.
- Twelve (12) possible vendors were solicited and seven (7) responses were received. This order establishes firm pricing through 9/30/2021.
- One hundred percent (100%) of funding is from the Coronavirus Aid, Relief and Economic Securities (CARES) Act.
- The Department of Procurement, Management and Budget recommends acceptance of the lowest and best response(s). Multiple awards are recommended to ensure ongoing competition and supply availability.

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<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
</tr>
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<tbody>
<tr>
<td>2021</td>
<td>Coronavirus Local Relief Fund</td>
<td>28133-9980-1384-99-CRF27</td>
<td>$89,775.00</td>
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</table>

PUBLIC WORKS – PROPERTY MANAGEMENT

(E1) P0210214 – GRAYBAR ELECTRIC COMPANY, INC., DAYTON, OH
- Electrical parts, supplies, and related items as needed through 12/31/2021.
- These goods are required to maintain existing electrical equipment at various City facilities.
- Rates are in accordance with a public cooperative bid price agreement established by the U.S. Communities Contract #EV-2370.
- This amendment increases the previously authorized amount of $10,000.00 by $10,000.00 for a total not to exceed $20,000.00 and therefore requires City Commission approval.
- The Department of Public Works recommends approval of this order.

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<td>2021</td>
<td>General Fund</td>
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<td>$10,000.00</td>
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</table>

WATER – WATER RECLAMATION

(F1) P0211117 – SULLIVAN ENVIRONMENTAL TECHNOLOGIES, FT. MITCHELL, KY
- Two (2) Trillium (WEMCO) pumps.
- These goods are required to replace the East Digester Recirculation Pump and the West Digester Transfer Pump.
- Sullivan Environmental Technologies is recommended as the sole regional municipal distributor for Trillium, Moyno, Grundfos and other brands of equipment; therefore, this purchase was negotiated.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<td>2021</td>
<td>Sanitary Sewer Operating</td>
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<td>$54,604.00</td>
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</tbody>
</table>
WATER – WATER SUPPLY AND TREATMENT

(F2) P0210554 – MISSISSIPPI LIME COMPANY, ALTON, IL
- Quick lime as needed through 12/31/2021.
- These goods are required for lime softening in potable water treatment.
- Rates are in accordance with the City of Dayton’s existing price agreement IFB 18015JL with pricing extended through 12/31/2021.
- This amendment increases the previously authorized amount of $50,000.00 by $40,000.00 for a total not to exceed $90,000.00 and therefore requires City Commission approval.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>2021</td>
<td>Water Operating</td>
<td>53000-3430-1316-54</td>
<td>$40,000.00</td>
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</tbody>
</table>

(F3) P0211116 – PELTON ENVIRONMENTAL PRODUCTS, INC., LEWIS CENTER, OH
- Pinion gear, shaft, and key.
- These goods are required for use in the Miami Treatment Plant in the Infilco Degremont Accelator softening tanks.
- Pelton Environmental Products, Inc. is recommended as the sole regional distributor; therefore, this purchase was negotiated.
- The Department of Water requests additional authority of $33,000.00 through 12/31/2024.
- The Department of Water recommends approval of this order.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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<tbody>
<tr>
<td>2021</td>
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<td>$10,398.00</td>
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<tr>
<td>2022</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>2023</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$11,000.00</td>
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<tr>
<td>2024</td>
<td>Water Operating</td>
<td>53000-3430-1301-54</td>
<td>$11,000.00</td>
</tr>
</tbody>
</table>

The aforementioned departments recommend approval of this order.
City Manager’s Report

From 6450 - PW/Civil Engineering
Supplier, Vendor, Company, Individual
Name Passport Parking, Inc.
Address 128 S. Tryon Street
Suite 2200
Charlotte, NC 28202

Date September 8, 2021
Expense Type Service Agreement
Total Amount $85,000.00 (thru 12/31/2023)

<table>
<thead>
<tr>
<th>Fund Source(s)</th>
<th>Fund Code(s)</th>
<th>Fund Amount(s)</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>10000-6450-1158-54</td>
<td>$85,000.00 (expense)</td>
</tr>
<tr>
<td></td>
<td>10000-6450-22302-54</td>
<td>$200,000.00 (revenue)</td>
</tr>
</tbody>
</table>

Includes Revenue to the City ✔ Yes □ No
Affirmative Action Program ✔ Yes □ No □ N/A

Description

Service Agreement for Mobile Payment Solution for On-Street Parking

Civil Engineering requests permission to enter into a Service Agreement with Passport Parking, Inc. for a mobile payment solution for on street parking. As one of five vendors to respond to RFP No. 04072017, Passport scored the highest and was recommended by a cross departmental team of staff as the vendor of choice.

This agreement will not require any additional meter infrastructure but will offer an additional payment option and greater flexibility to parking customers utilizing our on-street parking system in the downtown area. It will also not cost the City any additional expense; parking customers will pay a $.30 per transaction fee to Passport for utilizing their mobile application. At the guidance of both our Finance Department and Internal Auditor, the contract and CMR is designed with both expenses and revenue to the City and an internal process is being established to capture the associated monthly revenue and expense generated through Passport.

An adoption rate of 15% has been modeled to estimate associated revenue with a best estimate at revenue growth from 2022 to 2023. Estimates are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Revenue</th>
<th>Expense</th>
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<tbody>
<tr>
<td>2021 (2 months)</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>FY 2022</td>
<td>$90,000.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>FY 2023</td>
<td>$100,000.00</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

Implementation is estimated to take eight to ten weeks, beginning once the agreement is executed. The program should go live in November 2021. This contract will begin upon execution and will expire December 31, 2023.

The Department of Law has reviewed and approved this Agreement as to form and correctness.

A Certificate of Funds in the amount of $10,000.00 and Certificate of Revenue are attached.

Signatures/Approval

Approved by City Commission

Division

Department

City Manager

FORM NO. MS-16

Updated 10/2019
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

X New Contract

Renewal Contract

Change Order:

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Upon Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expiration Date</td>
<td>12/31/23</td>
</tr>
<tr>
<td>Original Commission Approval</td>
<td>$85,000.00</td>
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<tr>
<td>Initial Encumbrance</td>
<td>$10,000.00</td>
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<tr>
<td>Remaining Commission Approval</td>
<td>$75,000.00</td>
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</tbody>
</table>

| Original CT/CF | Increase Encumbrance | $- |
|               | Decrease Encumbrance | $- |
|               | Remaining Commission Approval | $- |

Required Documentation

X Initial City Manager's Report
X Initial Certificate of Funds
X Initial Agreement/Contract

Copy of City Manager's Report
Copy of Original Certificate of Funds

<table>
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<tr>
<th>Amount:</th>
<th>$10,000.00</th>
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</thead>
<tbody>
<tr>
<td>Fund Code</td>
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<tr>
<td></td>
<td>Fund Org Acct Prog Act Loc</td>
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<tr>
<th>Amount:</th>
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<tbody>
<tr>
<td>Fund Code</td>
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</tbody>
</table>

Attach additional pages for more FOAPALS

Vendor Name: Passport Parking, Inc.
Vendor Address: 128 S. Tryon St. Suite 2200 Charlotte NC 28202-5001
Street City State Zipcode + 4

Federal ID: 46-4987364
Commodity Code: 96199

Purpose: Passport's mobile application software will enable downtown parking customers and patrons an additional payment option at our meters. Specifically, they will now have the option, at any meter, to pay the parking meter fee from their mobile phone simply by downloading the Passport app and utilizing zone and meter signage to indicate their location.

Contact Person: John Zelinski Public Works / Civil Engineering x4087

Originating Department Director's Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: 3/1/2021

CF Prepared by: 3/1/2021

CF/CT Number: CT21-3055

October 18, 2011

Finance Department
CERTIFICATE OF REVENUE

TO BE COMPLETED BY THE DEPARTMENT

Customer Information:  Name  Passport Parking, Inc

Address  128 S Tryon Street, Suite 2200

City  Charlotte  State  NC  Zip+4  28202  -  5001

Customer #  46-4987364  Address Location #  

Federal ID#  46-4987364

Revenue Information:  Fund  10000  Orgn  6450  Rev  22302  Prog  54  Actv 

Contract Information:  Contract Start Date  November 11/2021  Contract Expiration Date  December 12/31/2021

Billing Information:  Rate:  Arrears  Pre-bill

Monthly (1st month of billing)  

Quarterly (1st month of quarter)  

Semi-annual (1st month of half)  

Annual (1st month of billing)  

Other (explain)  Revenue will be deposited daily to the lock-box and reconciled by Financial Analysis. Public Works Civil Engineering will manage the contract with Passport.

Rate Change Date  Rate Change Amount

Description of Services (wording on invoice): Civil Engineering requests permission to enter into a Service Agreement with Passport Parking, Inc. for a mobile payment solution for on street parking. This agreement will offer an additional payment option and greater flexibility to parking customers utilizing our on-street parking system in the downtown area. It will also not cost the City any additional expense; parking customers will pay a $.30 per transaction fee to Passport for utilizing their mobile application. At the guidance of both our Finance Department and Internal Auditor, the contract and CMR is designed with both expenses and revenue to the City internal process is being established to capture the associated monthly revenue and expense generated through the Passport.

Departmental Approval  

TO BE COMPLETED BY FINANCE

City Reference Number  20-7304  Auditor  Patricia Jones  Date  8/31/2021

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the terms and conditions necessary for collection.

Director of Finance

(Rev 4/30/2008)
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered between the City of Dayton, Ohio ("City"), a municipal corporation in and of the State of Ohio, and Passport Parking, Inc. ("Passport"), with an office located at 128 S. Tryon Street, Suite 2200, Charlotte, NC 28202 on this ____ day of _______ 2021

WITNESSETH THAT:

WHEREAS, The City has a desire to provide a mechanism to its citizens where they can pay for their on-street, metered parking on mobile devices; and,

WHEREAS, Passport is experienced and capable of providing such mobile parking solutions and the City desires to utilize Passport for such services; and,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

SECTION 1. PASSPORT

Passport is a transportation software company that is reinventing how cities are managing vehicle interactions with streets and sidewalks. They now have a total of 1,265 clients using their software to bring tech-enabled innovation to streets and sidewalks—changing the dynamics of traditional city parking by digitizing operations and integrating a system that offers more mobile payment optionality.

Through strong partnerships with their clients, Passport affects meaningful change by improving the way people move within their communities. The pace of innovation they have set is complemented by their dedication to client success and customer support, all of which aim to advance the way citizens interact with the organizations who serve them. Passport creates products that aim to transform the way cities and agencies manage their operations – from parking to tolling and transit.

Passport Parking, the mobile payment application for parking powered by Passport, allows users to pay for parking at coin-only or coin & credit card enabled meters through a smart phone session; money never has to be touched and a credit card never has to be swiped. Once the free application is downloaded, users create an account, choose a parking zone, and enter the vehicle license plate number to begin a parking session.

SECTION 2. SCOPE OF SERVICES

Passport will provide services (the "Services"), as further described in the attached Exhibit A, and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for the City to operate a mobile payment for parking program ("MPP") which allows all parking customers at any meter on the street owned or managed by the City (the "Premises") the ability to pay for parking using a smartphone application or mobile web application. In the future, this scope could expand to include the ability to pay for parking at
any city-owned parking facility /structure. Passport shall perform the Services in a competent, professional, and workmanlike manner consistent with industry practices.

Passport will maintain all permits, certificates and licenses required by applicable law and Passport’s employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Ohio.

Passport will provide the option for local merchants to validate parking on the Premises. Each merchant that wishes to issue validation codes to parking customers in the Premises will be required to create a prepaid account out of which validation payments will be made. Passport will be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) paid through validation by local merchants will be transferred to City in the form of bill credits each month.

The City will be solely responsible for installing all signs and decals on the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts. Passport shall print, supply, and provide all of the signage and decals at no expense to the City.

SECTION 3. PAYMENT

The City has selected Option B from the Pricing Structure attached hereto and incorporated herein as Exhibit B. As such, the City shall not be responsible for paying any fees to Passport. Each parking customer shall pay a Zero Dollars and Thirty Cent ($0.30) / transaction fee on each mobile payment transaction that shall go to Passport. The remainder of the parking customer’s meter payment shall be remitted to the City by daily settlements, less charge backs or refunds within 3 business days by Passport, in accordance with details provided in the Exhibit B. Passport hereby agrees to waive their monthly fee as well as their Back Office Fee.

SECTION 4. ASSIGNMENT AND LIMITATIONS ON SUBCONTRACTING

A. Restriction against assignment. The City is relying upon the professional skill and experience of Passport. Therefore, assignment of this Agreement by Passport is prohibited without the prior written consent of the City. Provided, however, that Passport may, with the consent of the City, such consent shall not be unreasonably withheld, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect. Passport shall promptly notify the City of such transfer or sale and, where necessary, a formal assignment of the Contract must be executed by both parties, providing the new entity’s name and Federal Tax ID Number.

B. Limitations on subcontracting. Because the City is relying upon the professional skill and experience of Passport, no part of the professional services to be provided hereunder may be subcontracted by Passport to other organizations or subcontractors without the prior written
consent of the City. Any such consent shall be deemed to require, even though not stated in the consent language, that a written contract be used between Passport and such a consented-to subcontractor or subcontractors, that such a contract be approved in advance by the City and contain, unless waived by the City, provisions similar or identical to those in this Agreement. Passport shall, at all times, remain primarily responsible for the Services and duties it may delegate to any subcontractors as Passport is for its own performance. The mere fact that Passport used reasonable care in selecting the subcontractors shall not relieve its primary responsibility nor shall consent by the City to part of the Services being subcontracted to a subcontractors or approval of the terms of a contract with a subcontractors relieve Passport’s primary responsibility for the professional services.

SECTION 5. TERMINATION

1.1.1. A. Termination of Agreement for Cause. If, through any cause, Passport fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Passport defaults in the performance of any terms or conditions of this Agreement, the City shall have the right to terminate this Agreement if Passport fails to cure such default within thirty (30) days of written notice from the City by giving written notice to Passport specifying the effective date of the termination, at least five (5) days before such effective date. In the event of such termination, Passport will be paid for the Services actually performed and reasonable expenses incurred up to the effective date of termination. Passport may terminate this Agreement and all licenses granted hereunder upon notice to City in the event that City fails to make full payment when due of any amount required to be paid by City under this Agreement within thirty (30) calendar days of Passport’s written notice of such failure to pay.

B. Reserved.

SECTION 6. TERM

This Agreement shall commence upon full execution of this Agreement by the City and it shall expire on December 31, 2023, unless earlier terminated or extended by mutual written agreement and, if necessary, approved by the Commission of the City of Dayton.

The City shall have the option to renew this Agreement for a total of three (3) two-year (2) terms upon providing notice to Passport thirty (30) days prior to the end of the then-current term.

SECTION 7. DISPUTE RESOLUTION

A. Mediation Period. If during the term of this Agreement the parties are unable to resolve a dispute or controversy among themselves, prior to instituting any court action the parties shall first try, in good faith, to settle the dispute by non-binding mediation. All mediation proceedings shall take place in Montgomery County, Ohio.

B. In the event a dispute arises that cannot be resolved through mediation, and one or both parties seek relief through the court, both parties agree to waive their right to a jury trial and to seek relief in accordance with Section 13.F. of this Agreement.
SECTION 8. INSURANCE

Passport shall, at its expense, maintain with an insurance company authorized to do business in the State of Ohio and having at least an “A” rating from A.M. Best, no less than the following insurance:

A. Professional Liability/Errors and Omissions Insurance, with a One Million Dollar ($1,000,000) annual aggregate. This annual aggregate amount requirement for professional liability / errors and omissions may be met on a combined basis, i.e., by combining such insurance maintained by Passport with similar insurance maintained by any subcontractors (to the extent that a sub-Passport is consented to by the City through the process described above in this Agreement).

B. General Liability Insurance, with a combined single limit of One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate. This policy shall name the City of Dayton, Ohio and its elected officials, officers, agents, and employees as additional insureds.

Passport shall also maintain Workers’ Compensation Insurance in such amounts as prescribed by law. All policy/policies of insurance to be maintained by Passport pursuant to this Section, excluding Workers’ Compensation Insurance, shall provide that the insurance may not be reduced, decreased, cancelled or terminated without thirty (30) days prior written notice to the City. Upon execution of this Agreement, Passport shall furnish the City with a copy of certificates of insurance demonstrating compliance with this Section. Passport shall also provide, upon the City’s request, complete copies of any insurance policies required hereunder.

SECTION 9. PCI

Passport represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
   a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,

2. Passport shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Officer.docx?agreement=true&time=1493826893795).

3. Passport, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements.
for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton.

4. SECTION 10. CONFLICT OF INTEREST

The City recognizes that Passport does not provide services exclusively to the City. During the term of this Agreement, Passport agrees not to accept employment, or to perform for or on behalf of another client for which a conflict of interest between the City and Passport would be created, without the prior written consent of the City and Passport. Assisting other communities with grant or loan applications that may be in competition with the City is not considered a conflict of interest, but Passport will disclose, subject to confidentiality obligations, any such projects to the City prior to accepting the engagement.

SECTION 11. INDEMNIFICATION

To the full extent permitted by law, Passport shall indemnify, defend and hold harmless the City and its elected officials, officers, agents, and employees from and against all third party claims, demands, losses, and expenses, including but not limited to reasonable attorneys’ fees, to the extent arising out of or resulting in whole or in part from any negligent act or omission, and/or from any failure to perform Passport's duties under this Agreement, attributable to Passport its employees, agents, and subcontractors, and any other person or entity for whose conduct Passport may be liable under Ohio law.

SECTION 12. RECORDS

5. Passport shall use Generally Accepted Accounting Principles (“GAAP”) in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures shall be supported by time records, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible to the City. At any time during normal business hours and as often as the City may deem necessary, Passport shall make available to the City and/or its designees all of its records with respect to all matters covered under this Agreement. Passport will permit the City and/or its designees to audit, examine, and make excerpts or transcripts from such records. Passport shall be SSAE 18 or higher compliant and shall provide either an SOC 1 or SOC 2 Report, as requested by the City of Dayton.

If Passport performs an independent audit of business financial records, Passport shall require the company or auditor to comply with all applicable GAAP standards that have been developed by the American Institute of Certified Public Accountants.

SECTION 13. MISCELLANEOUS

A. Non-Discrimination. Passport shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment,
upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship. It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option.

B. Remedies. The remedies provided in this Agreement are cumulative. Delay or forbearance in the enforcement of any right under this Agreement shall not be deemed a waiver of, or estoppel against the exercise of such right.

C. Entire Agreement. This Agreement, together with all Exhibits referred to herein, represents the entire and integrated Agreement between the City and Passport and supersedes all prior negotiations, representations, and Agreements regarding the subject hereof, whether oral or written.

D. Independent Contractor Status. By executing this Agreement for professional services, Passport acknowledges and agrees that it will be providing services to the City as an “independent contractor.” As an independent contractor for the City, Passport shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this subsection. Passport shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Passport, its employees and any approved subcontractors performing the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City. Further, Passport shall be responsible to withhold and pay, or cause such agents and subcontractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

E. Amendment. This Agreement may be amended by mutual agreement between the City and Passport. Any such amendment shall be reduced to a writing, which makes specific reference to this Agreement, approved by the Director of Finance or designee, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

F. Applicable Law and Venue. This Agreement shall be governed and construed under the laws of the State of Ohio. By execution hereof, Passport irrevocably submits to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

G. Political Contributions. Passport affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.
H. Notices. Any notice required under this Agreement shall be deemed to have been given on the
date actually received or forty-eight (48) hours having been deposited in the United States mail,
postage prepaid, registered or certified, and addressed to the parties as set forth below,
whichever occurs earlier. Either party may change its address from time to time by written
notice given in this manner.

If to the City:
City of Dayton, Ohio
Director, Department of Public Works
101 W. Third St
Dayton, OH 45402

If to Passport:
PassportParking, Inc.
Attn: Khrisian Gutierrez
1300 S. Mint Street, Suite 200
Charlotte, NC 28203
Fax: (888) 804-1783

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the City and Passport, each by a duly authorized representative, have executed this Agreement as of the date first set forth below.

CITY OF DAYTON

______________________________
City Manager

______________________________
Date

PASSPORT PARKING, INC.

DocuSigned by:

______________________________
Title: CRO 8/30/2021

APPROVED AS TO FORM AND CORRECTNESS:

8/25/2021

X  John Musto for

City Attorney

Signed by: Musto, John

APPROVED BY THE COMMISSION OF THE CITY OF DAYTON, OHIO:

______________________________ , 2021

Min./Bk.: _____ Page: ____________

Clerk of the Commission
EXHIBIT A

1. Product Updates

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to City at no charge to City and will automatically be subject to the terms of this Agreement. City may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the City pursuant to Passport’s development timeline. If the City desires to expedite such development, Passport may, in its sole discretion, charge City a one-time expedite fee of two hundred dollars ($200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify City and receive written approval from City to proceed. If the City’s requested features or functionality are created for the City’s use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge City a one-time custom development fee of two hundred and fifty dollars ($250.00) per hour for the development of such features or functionality, provided, however, that Passport shall first notify City and receive written approval from City to proceed.

In addition to or in lieu of the fees set forth in this section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

2. Additional Passport Services

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. City may request the addition of any of these platforms to the extent not provided by Passport to City as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an mutually agreed upon addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

3. Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to City at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, “business hours” means Monday through Friday between 9 am and 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give City as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify City in advance.

4. System Uptime; Billing Credits

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period (“Uptime Guarantee”). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount
equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars ($100.00), Passport will issue a billing credit of four dollars ($4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

5. Service Levels

Subject to the uptime guarantee set forth in Section 4, Passport’s sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

6. Technical Support

End User Support. For MPP Service Passport shall provide initial support, including inquiries via telephone and email, for End Users. Passport emphasizes in-app support for mobile users as first course of action for End Users, with email and phone inquiries supported as secondary courses of action when necessary. Passport’s End User support team is available seven (7) days a week between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. City should not display Passport’s support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

7. Data Rights

This Section shall govern the rights of Passport and City, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its privacy policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to City the rights in such data as stated in this Section. Passport’s privacy policy, as it may be updated from time to time, can be viewed at www.passportinc.com/privacy-policy. Additionally, it is agreed that is required that all products and Services provided including data processing, storage, and retrieval of any data must comply with and be governed by the applicable data protection and privacy laws and provisions of the United States of America.

A. Operational data is data specific to the City’s operation that is provided by City to Passport to be used in the providing of services. Operational data is specific to the City’s operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the City. The City grants Passport a perpetual, royalty-free, and non-exclusive, license to Operational data, provided that such license shall terminate with the expiration or early termination of this Agreement.

B. Payment Card Industry-Data Security Standard Information (“PCI-DSS Information”) consists of the following items, each as defined by the then-current Payment Card
Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:

   a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,

2. Passport shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance ("AOC") Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmit to the City of Dayton. (https://wwwpci-securitystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or https://wwwpci-securitystandards.org/documents/PCI-DSS-v3-AOC-Officer.docx?agreement=true&time=1493826893795).

3. Passport, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant City derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to City.

C. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information.

End users of Passport’s Software own PII and license it to Passport pursuant to Passport’s privacy policy, as it may be amended from time to time. Passport may sublicense PII to the City under certain conditions (including but not limited to the City’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.
D. Activity data is any data generated in the providing of services under this agreement by Passport to City and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data. Activity data is the sole and exclusive property of Passport. Passport grants the City an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the City and only for the City’s internal use in connection with the services provided under this Agreement.

8. Intellectual Property

A. Passport grants City a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to City in this agreement are reserved to Passport.

B. City will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

9. Publicity; Use of Names and Marks

Subject to the provisions of Section 13 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is City’s provider of the Software as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity.

Passport may use the name or marks of City, or reference the fact that City is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

10. Payment Gateway

Passport shall provide payment gateway services and Exhibit C contains a list of other payment gateways supported by Passport.

11. Refunds
Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by City. City will be responsible for reimbursing Passport for all merchant processing fees, including payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

12. Capacity

City represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. City further represents and warrants its signatory is duly authorized to bind City to the terms herein.

13. Confidentiality

A. City and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the “Confidential Information”) in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party’s employees, agents, and/or professionals to any third party other than as permitted under this Agreement;

ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the “Purpose”);

iii. Disclose the Confidential Information only to such of the receiving party’s employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;

iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and,

v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party’s possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party’s request.

B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:

i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;

ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;

iii. It was independently developed by the receiving party without use of the Confidential Information; or.
iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party’s expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit City from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to City.

14. Cooperative Purchasing

City will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and City shall not incur any responsibility—financial or otherwise—in connection therewith.

15. Force Majeure

Neither Passport nor City will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots (each a “force majeure event”).

16. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

17. Third Party Providers

In order to expand the management data available to City and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider’s (each a “Third Party Provider”) interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with City’s applicable rates, rules, ordinances, and regulations). Passport shall notify the City of which Third Party Provider it is working with. Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence
solutions, and mobile payments for parking applications other than Passport’s MPP (each an “Interface”).

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term “facilitate” includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the “Shared Services”). For parking transactions initiated via a Third Party Provider’s Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services.

City acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport’s platform and execute parking transactions as designated in the scope of work. City further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to City as City’s MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by City for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

18. Additional Terms.

All security breaches that exposes data identified as private or sensitive must be reported within twelve (12) hours of the incident along with steps to fully resolve and limit any issues directly or indirectly resulting from the breach incident(s). Passport will be responsible for full restoration, recovery and repair of any damages attributable to any security breaches of their product or services provided. In addition, Passport must maintain insurance in an amount deemed sufficient by the City of Dayton for full restoration and repair of any damages attributable to any such
security breach(s). The provided service, system and/or application must have the capability to extract data in a timely manner in order to respond to all Public Information requests.
## EXHIBIT B

<table>
<thead>
<tr>
<th></th>
<th>Option A</th>
<th>Option B</th>
<th>Option C</th>
</tr>
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<td>(City Pays Merchant Processing)</td>
<td>(Passport Pays Merchant Processing)</td>
<td>(Passport Pays Merchant Processing)</td>
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<tr>
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<td>Per Transaction Fee¹</td>
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<td><strong>Set-up Fee</strong></td>
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<td><strong>Routine Update Fee</strong></td>
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<td>$250/month Waived</td>
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<td><strong>Training</strong></td>
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<td><strong>Marketing New Technology⁴</strong></td>
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</tr>
</tbody>
</table>

¹Bundled Pricing - Passport is willing to negotiate a reduction in mobile payment pricing if the City chooses to use Passport as its Citation Management or Digital provider.

²Merchant processing fees will be determined based on who the City chooses to serve as the MOR. Please refer to the Merchant Processing Fees section for more information on choosing a MOR and how Passport helps to minimize the MOR fees being paid by the City.

³Back Office User Fee (per user) - As a part of Passport’s solution, Passport will provide the City with unlimited access to the back office. Each individual will have a unique login with the City having full control over individual administrative access.

⁴Passport will assist the City in marketing new technology by providing the required initial signage and decals associated with the mobile payments system. Please see marketing packages in Appendix A on page 58 for further explanation and additional marketing packages.
Exhibit C

Payment Gateway
Supported Payment Gateways

1. Authorize.net
2. Cash Net
3. Chase Paymentech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)
City Manager’s Report

From 6450 - PW/Civil Engineering  

Supplier, Vendor, Company, Individual  

Name Webster 2020, LLC  

Address  
2043 Webster Street  
Dayton, Ohio 45404  

Date September 8, 2021  

Expense Type Other, (See Description Below)  

Total Amount $200.00 (Paid to City)  

Fund Source(s)  
General Fund  

Fund Code(s)  
10000-6450-27118-54  

Fund Amount(s)  
$200.00  

Includes Revenue to the City □ Yes □ No  
Affirmative Action Program □ Yes □ No □ N/A  

Description  

SPECIAL USE PERMIT TO INSTALL CONDUIT  

The Department of Public Works requests permission for Webster 2020, LLC, being the owner of 2043 Webster Street, to install private conduit to connect new construction to existing facilities at 2043 Webster Street.  

This application has been reviewed and approved by the Departments of Planning and Community Development, Economic Development, Water, and Public Works-Civil Engineering.  

Notice of the proposed permit has been published as required by ordinance, no objections have been received, and it is therefore recommended that the permit be granted.  

Copy: Public Works/Business Office  

Division  

Department  

City Manager  

FORM NO. MS-16  

Signatures/Approval  

Approved by City Commission  

Clerk  

Date  

Updated 06/2016
APPLICATION
For License or Privilege in Public
Way of the City of Dayton, Ohio

The undersigned Webster 2020, LLC being the owner and Noble lessee of the following described premises, to wit: Being all or part of Lot No. R72 15601 0036 on the revised plat of said City. (If only part of a lot, or if unplatted land described same.)

(Said premises abut upon Webster Street and are known as No. 2043) hereby makes application for permit for installation, maintenance and use of the following license or privilege in said public way, to wit:

Placing a private conduit on Webster Street North of Winners Circle to connect new construction to existing facilities.

Such license or privilege is to be used in connection with said premises as above described.

A plat or print drawn to scale showing the proposed location of said license or privilege in the street, sidewalk, alley, public way or place and the adjacent property in connection with which said license or privilege to be used is hereto attached and made a part hereof.

Deposit in the sum of $ 200.00 to cover the fee for permit and legal advertisement is hereby made.

Said owner and lessee for themselves, their heirs, successors, administrators and assigns, hereby agree that the privilege sought if granted, may be revoked at any time hereafter upon order of the City Manager or of the City Commission; that they will obey all laws of the State of Ohio and ordinances of the City of Dayton, pertaining thereto, whether now in force or hereafter enacted, in the installation, maintenance and use of such license or privilege, and that all acts or things to be done in connection therewith shall be subject to the supervision and control of the Director of Public Works of said City; that the public way shall be restored completely and to the entire satisfaction of and at such time as the Director of Public Works may determine without expense to said City; that they will safeguard by the use of barricades and red lights, and such other means as may be necessary for the public safety, any excavation or obstruction placed in said public way during the installation, maintenance, repair or use of same or anything in any way related to such license or privilege, and will at all times save the City of Dayton free and harmless from any and all liability for damages to person, or persons, or property on any way connected with, arising out of or incidental to the installation, maintenance and use or the granting and exercise of said license or privilege; that they will pay all expense for any change in said license or privilege made necessary by any change of grade of said public way and hereby waive all claims for damages or expense in connection therewith; that they will conform to all of the provisions of Sections 95.30 to 95.49, both inclusive, of the Revised Code of General Ordinances as the same now exist or may hereafter be amended, and with such other provisions of other ordinances as may be passed by the Commission, which said existing and future ordinances are made a part of this contract by express reference.

WITNESS our signatures hereto this 8th day of June, 2021.

Witnessed in our presence:

[Signatures]

Checked as to location and ownership:

[Signature]

Recommended for approval:

City Engineer

Approved as to form:

City Attorney

Approved by the Commission of the City of Dayton, Ohio

PERMIT

Notice of the foregoing application having been published as required by Section 95.39 (D), Revised Code of General Ordinances and no cause having been shown to the contrary and the City Commission having approved the same, the privilege prayed for is hereby granted, subject to the terms and conditions set forth in the application.

Special Privilege No. 940629

Director of Public Works
June 23, 2021

TO: Fred Stovall, Director
Department of Public Works

FROM: Michael Powell, Director
Department of Water

SUBJECT: Special Privilege Permit No. 940629 – 2043 Webster St.

The Department of Water has reviewed the above referenced permit application and offers the following comments:

- We have no objection to the installation of private conduit to connect new construction to existing facilities at 2043 Webster St.

If you have any questions, please contact Ben Botkin at 333-2058.
June 18, 2021

TO:    Fred Stovall, Director
       Department of Public Works

FROM:  Tony Kroeger, Planning Division Manager
       Department of Planning, Neighborhoods & Development

SUBJECT:  Special Privilege Permit 940629 – 2043 Webster Street

The Department of Planning, Neighborhoods & Development has reviewed the above referenced permit application and offers the following comments:

- Planning Staff has no objections to the proposed special privilege application.

If you have questions, please contact me at ext. 3673.
June 29, 2021

TO: Fred Stovall, Director  
    Public Works Department

FROM: Carl Daugherty, Zoning Administrator  
      Manager, Div. of Housing Services

SUBJECT: Special Privilege Permit No. 940629 –2043 Webster

The Division of Housing Services has reviewed the above permit request and has no objections to the proposed use of the right-of-way.

Thanks.

cc: Steve Gondol  
    Lisa Moell

Attachments
Intergovernmental Agreement

The Department of Planning, Neighborhoods & Development – Division of Development requests approval to enter into an Intergovernmental Agreement with the Dayton Montgomery County Port Authority ("Port"). The purpose of the Agreement is to contract with the Port for specialized real estate consulting services related to potential business attraction project opportunities.

The City is funding up to $50,000.00 for this effort. This Agreement makes the funds available on a reimbursement basis as eligible expenses are incurred.

The Agreement will commence upon execution and expires December 31, 2023.

The Department of Law has reviewed and approved this Agreement as to form and correctness.

Funding source is the Real Estate Development Fund.

A Certificate of Funds is attached.
CERTIFICATE OF FUNDS

SECTION I - to be completed by User Department

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Expiration Date</th>
<th>Original Commission Approval</th>
<th>Initial Encumbrance</th>
<th>Remaining Commission Approval</th>
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<td>upon execution</td>
<td>12/31/2023</td>
<td>$ 50,000.00</td>
<td>$ 50,000.00</td>
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</tbody>
</table>

Required Documentation

- x Initial City Manager's Report
- x Initial Certificate of Funds
- x Initial Agreement/Contract
- Copy of City Manager's Report
- Copy of Original Certificate of Funds

<table>
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</table>

| Amount: $ - |
| Fund Code XXXX - XXXX - XXXX - XXXX |
| Fund Org Acct Prog Act Loc |

Attach additional pages for more FOAPALs

Vendor Name: Dayton Montgomery County Port Authority
Vendor Address: 8 N. Main Street Dayton Ohio 45402
Street City State Zipcode + 4
Federal ID: 31-1718326
Commodity Code: 96164
Purpose: Intergovernmental agreement for specialized real estate consulting services related to business attraction.

Contact Person: Jill Bramini
Planning, Neighborhoods & Development/Development
Department/Division 8/26/2021 Date
Originating Department Director’s Signature:

SECTION II - to be completed by the Finance Department

I hereby certify that the amount of money required to meet the payment(s) called for in the aforesaid request have been lawfully appropriated for such purpose and is in the Treasury, or in the process of collection, to the credit of the fund from which it is to be drawn free and clear from any previous encumbrance.

Finance Director Signature: C. LaShea Ligon 8/31/2021 Date
CF Prepared by: Tedrio Williams 8/31/2021 Date
CF/CT Number: CT 21 - 3056

October 18, 2011
August 26, 2021

TO: LaShea Lofton, Acting Director
Finance Department

FROM: Chris Lipson
Department of Planning, Neighborhoods & Development – Division of Development

SUBJECT: Request for Fiscal Agent’s Certificate Signature

The Division of Development has prepared a packet for the City Commission calendar with the Dayton Montgomery County Port Authority. The packet includes a Fiscal Agent’s Certificate that also requires signature.

If you have any questions, please contact me at extension 3820.

CJL/jkb
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into as of the date when the authorized representatives of each of the parties hereto have executed this Agreement, between the CITY OF DAYTON, OHIO (the “City”) and the DAYTON-MONTGOMERY COUNTY PORT AUTHORITY, a port authority and a body both corporate and politic, organized pursuant to the Ohio Revised Code (the “Port Authority”) under the following circumstances:

A. In order to promote and assist in the creation and retention of jobs in the City, the City and the Port Authority have worked cooperatively together on multiple projects. From time to time the City may request that the Port Authority provide certain services related to parcels of real property located in the City, (the “Parcels”).

B. In order for the Port Authority to provide such services, the Port Authority will require the assistance and support of the City.

NOW THEREFORE, in consideration of the mutual benefits and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto hereby agree as follows:

1. Parcel(s) Identified On each occasion when the City locates a Parcel that it wishes to have the Port Authority secure an option to purchase (“Option”), the City will notify the Port Authority in writing, providing information about the Parcel, including:

   A. The location of the Parcel;

   B. The size of the Parcel, including a legal description of the Parcel;

   C. The current owner(s) of the Parcel;

   D. All due diligence type information available on the Parcel, including, but not limited to: environmental reports, title information, photographs, history of the uses of the Parcel and any other information about the Parcel in the City’s possession;

   E. The agreed upon price for the Option one has already been negotiated; and,

   F. An agreed upon budget of costs that are estimated to occur by Port necessary to execute a project.
2. **Obtaining Options**

   A. As to each Parcel, after its receipt and review of the information and materials described in Section 1 above, the Port Authority will advise the City in writing if it is willing to secure an Option to purchase the Parcel in question.

   B. If a price to be paid to secure an Option on the Parcel has not been agreed in advance between the City and the Parcel owner(s), the City will advise the Port what price to offer to the Parcel’s owner(s) for an Option to purchase, and what, if any due diligence the Port Authority is to perform on the Parcel before taking an Option to purchase it.

   C. If the Port Authority is able to come to an agreement with the owner(s) of the Parcel, the Port Authority will proceed to secure an Option as expeditiously as is reasonably possible. In order to effect the purchase of the Option, the City will transfer the option to the Port Authority.

   D. The Port Authority will advise the City in writing when the Option is secured.

3. **Assignment of Options** The parties anticipate that any Option obtained by the Port Authority will be assigned to the City or another entity prior to the transfer of any Parcel. The Port Authority will not assign an Option to the City or another entity, except as directed by the City. If the City directs the Port Authority in writing to transfer an Option, it will do so as expeditiously as possible at the price and on the terms directed by the City.

4. **Compensation**

   A. Total remuneration in this Agreement shall not exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) for the services provided. The City shall pay the Port Authority as further described below.

   B. The City will support the Port Authority by fully funding all costs and expenses of the Port Authority, provided, however, that the Port Authority will not incur any single expense in excess of $500.00 without the prior approval of the City, as legally allowable as the result of its fulfillment of its obligations as described herein, including, but not limited to:

   (i) Any liability for any payments associated with the Parcels;

   (ii) Any liability to any governmental unit for taxes or assessments of any kind levied against the Parcels or against the Port Authority by reason of its involvement with the Parcels;

   (iii) Any costs or expenses incurred by the Port Authority related to environmental conditions on the Parcels;

   (v) The Port Authority’s reasonable counsel fees and costs, associated with the preparation and negotiation of this Agreement and, its reasonable counsel fees and costs
accounting professional fees and the fees and costs incurred by the Port Authority for the services of any independent contractors engaged by the Port Authority related to the process of securing an Option to purchase.

(vi) Any reasonable out-of-pocket costs or expenses incurred by the Port Authority, beyond its counsel fees and costs and independent contractor fees and costs, in performing its obligations as set forth herein.

(vii) Any other costs including but not limited to property and casualty insurance, utilities, maintenance, security, information technology and other incurred costs related to the project.

(viii) In addition to its cost as set forth above, the City will pay to the Port Authority an hourly fee of $150 per hour for actual time incurred by the Port staff for its efforts under this Agreement in managing any projects.

C. In the event that the City proposes to secure an Option for which the negotiated cost of the Option to purchase is Ten Thousand Dollars ($10,000.00) or more, then the City and Port Authority agree the proposed Option Agreement (or similar document) shall be presented to the Dayton City Commission for approval prior to execution. Following such approval, the City shall then pay the either the Port Authority or the Owner/Seller of said property for the Option directly through the City’s customary payment process. The City shall pay the Port Authority for any eligible expenses related to the proposed Option under this Agreement, as described herein.

6. **Invoicing** The Port Authority will submit, not more frequently than monthly, invoices for payment of the Services provided. The invoices shall specify the invoice period, state the total amount requested, detail the work and services performed and hours dedicated to performance of same, and be accompanied by supporting information and records that substantiate the invoice amount. The Port Authority will make available to the City itemized invoices from its counsel and other independent contractors. The City shall pay the invoices within thirty (30) days from receipt thereof, unless disputed.

7. **Assignment** The Port Authority may not assign, directly or indirectly, any of its rights, duties or obligations under this Agreement without the written consent of the City, which may be withheld for any reason. The City may not assign its rights, duties or obligations under this Agreement.

8. **Notices** Any notice required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next day delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch) and shall be
addressed to the following addresses, or to such other address as any party may request, by notifying the other parties in this manner:

To the City:                   City of Dayton, Ohio  
                                    101 West Third Street  
                                    Dayton, Ohio 45402  
                                    Attention: City Manager

With a copy to:                City of Dayton Department of Law  
                                    101 West Third Street  
                                    Dayton, Ohio 45402

To the Port Authority:         Dayton-Montgomery County Port Authority  
                                    Attn: Joseph M. Geraghty  
                                    Executive Director  
                                    8 North Main Street  
                                    Dayton, Ohio 45402

With a copy to:                Bradley W. Evers  
                                    Dinsmore & Shohl LLP  
                                    1 South Main Street  
                                    Suite 1300  
                                    Dayton, Ohio 45401  
                                    Telephone: (937) 449-2829  
                                    E-mail: brad.evers@dinsmore.com

9. Miscellaneous

   A. Captions. All titles, captions, and headings contained in this Agreement are for convenience only and shall not be deemed a party of this Agreement.

   B. Conflict of Interest: Representatives of City and the Port Authority Not Individually Liable. No official or employee of the City or the Port Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly interested. No official or employee of the City or the Port Authority shall be personally liable to any person or entity, in the event of any default or breach by the City or the Port Authority or for any amount or amounts which may become due to any person or entity or any successor or on any obligations under the terms and conditions of this Agreement.
C. **No Waiver.** Any waiver by the parties of any breach of this Agreement shall only be effective if delivered in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

D. **Time of Essence.** Time is of the essence for all matters of this Agreement herein and the parties shall diligently pursue and complete their obligations hereunder.

E. **Severability.** If any provision of this Agreement is or should become wholly or partially invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein. There shall be substituted for any such provision deemed to be deleted a suitable provision which, as far as is legally possible, comes nearest to what the parties desired or would have desired according to the sense and purpose of this Agreement had this point been considered when concluding this Agreement.

F. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Ohio. By execution hereof, the parties irrevocably submit to the original jurisdiction of the courts located within the County of Montgomery, State of Ohio, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

G. **Relationship to the Parties.** Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by an third person, to create the relationship of principal and agent, or of partnership or of joint venture, or of association between the parties to this Agreement.

H. **Third-Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the parties, and their successors and permitted assigns, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any person or entity.

I. **Binding Effect.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

J. **Entire Agreement.** This Agreement expresses the entire understanding and agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, and all understandings, negotiations, or discussions of the parties, whether oral or written, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except those expressly set forth herein.
K. **Amendment.** This Agreement may be amended by mutual agreement between the parties. No amendment shall be effective unless it is reduced to writing and executed by a duly authorized representative of the parties.

L. **Rules of Construction.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against any party.

M. **Further Cooperation.** The parties agree that at any time, or from time to time, they will, on request of the other, execute and deliver such further documents and do such other acts and things as such other party may reasonably request in order fully to effectuate the purposes of this Agreement.

N. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the document. All counterparts shall be construed together and constitute one agreement. Execution transmitted by facsimile or by pdf document attached to an e-mail shall have the same effect as an original signature.

O. **Term and Termination.** The term of this Agreement shall commence upon execution and expire December 31, 2023 (“Term”), unless terminated earlier as provided herein. Either party may terminate this Agreement for any reason upon providing written notice to the other party. In the event that the City elects to terminate this Agreement, it shall pay to the Port Authority all sums due pursuant to this Agreement within thirty (30) days of its notice to terminate.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have set their hands effective on the dates set forth beneath their respective signatures.

CITY OF DAYTON, OHIO

By:______________________________
Name Printed:_____________________
Title:____________________________
Date:____________________________

DAYTON-MONTGOMERY COUNTY PORT AUTHORITY

By:______________________________
Joseph M. Geraghty
Executive Director
Date:____________________________

Approved as to form and correctness:

8/25/2021

John Musto for
City Attorney
Signed by: Musto, John

Approved by the Commission
Of the City of Dayton, Ohio:

______________________________, 2021

Min. / Bk. ________ Pg. ________

_____________________________
Clerk of the Commission
FISCAL AGENT'S CERTIFICATE

The undersigned Fiscal Agent of the Dayton-Montgomery County Port Authority (the “Port Authority”) hereby certifies that the moneys required to meet the obligations of the Port Authority during year 2021 pursuant to the Intergovernmental Agreement to which this Certificate is attached, have been lawfully appropriated by the Board of Directors of the Port Authority for such purposes and are in the treasury of the Port Authority or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.11 and 5705.44, Ohio Revised Code.

Date: August 27, 2021

Joseph M. Geraghty
Fiscal Agent
FISCAL AGENT’S CERTIFICATE

The undersigned Fiscal Agent of the City of Dayton, Ohio (the “City”) hereby certifies that the moneys required to meet the obligations of the City during year 2021 pursuant to the Intergovernmental Agreement to which this Certificate is attached, have been lawfully appropriated by the Dayton City Commission for such purposes and are in the treasury of the City or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.11 and 5705.44, Ohio Revised Code.

Date: ___________, 2021

Name: ____________________________

Title: ____________________________

22434996.2
AN ORDINANCE

Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements in the City of Dayton, Ohio in Cooperation with the Dayton Regional Energy Special Improvement District, and Declaring an Emergency.

WHEREAS, The Commission ("Commission") of the City of Dayton, Ohio (the "City") duly adopted Resolution No. 66032 on Sept. 1, 2021, (the "Resolution of Necessity"), (i) declaring the necessity of acquiring, constructing, and improving the special energy improvement Project defined in the Resolution of Necessity as the Project, located on real property owned by Dayton-Phoenix Group, Inc. (the "Owner") at 1619 Kuntz Road within the City (the "Property", as more fully described in Exhibit A to the Project Petition); (ii) providing for the acquisition, construction, and improvement of the Project by the Owner, as set forth in the Owners’ Project Petition and Supplemental Plan (each as defined in the Resolution of Necessity), including by levying and collecting the Special Assessments (as defined in the Resolution of Necessity) to be assessed upon the Property in a maximum amount sufficient to pay the costs of the Project, which is estimated to be $11,693,878.00, together with other related costs of financing the Project, which include, without limitation, the payment of principal of and interest on nonprofit corporate obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and Dayton Regional Energy Special Improvement District ("ESID") administrative fees and expenses; and (iii) determining that the Project will be treated as a special energy improvement project to be undertaken cooperatively by the City and the ESID; and,

WHEREAS, The claims for damages alleged to result from and objections to the Project have been waived by one hundred percent (100%) of the affected property owners and no claims for damages have been filed with this Commission; and,

WHEREAS, It is necessary for the immediate preservation of public peace, property, health and safety, that this Ordinance take effect at the earliest possible date in order to allow the Owner to begin work on the special energy improvement project on the Property, and the ESID to take advantage of financing available to it for a limited time; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. Definitions. That each capitalized term not otherwise defined in this Ordinance or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity.

Section 2. Determination to Proceed. That this Commission declares that its intention is to proceed with the acquisition, construction, and improvement of the Project described in the Project Petition and the Resolution of Necessity. The Project shall be made in accordance with
the provisions of the Resolution of Necessity and with the plans, specifications, profiles, and estimates of cost previously approved and now on file with the Director of the Department of Finance and the Clerk of the Commission.

Section 3. Special Assessments. That the Special Assessments to pay costs of the Project, which are estimated to be $11,693,878.00, together with other related financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to provide a loan to the Owner and its affiliates or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and ESID administrative fees and expenses, shall be assessed against the Property in the manner and in the number of semi-annual installments provided in the Project Petition and the Resolution of Necessity. Each semi-annual Special Assessment payment represents the payment of a portion of the principal of and interest on obligations issued to pay the costs of the Project and the scheduled amounts payable as the ESID administrative fee. The Special Assessments shall be assessed against the Property commencing in tax year 2022 for collection in calendar year 2023 and shall continue through tax year 2035 for collection in calendar year 2036. In addition to the Special Assessments, the Auditor of Montgomery County, Ohio may impose a special assessment collection fee with respect to each semi-annual payment, which amount, if imposed, will be added to the Special Assessments by the Auditor of Montgomery County, Ohio.

Section 4. Amount of Assessments. That the estimated Special Assessments for costs of the Project prepared and filed in the office of the Clerk of the Commission and in the office of the Finance Director, in accordance with the Resolution of Necessity, are adopted.

Section 5. Certification to County Auditor. That in compliance with Ohio Revised Code Section 319.61, the Clerk of the Commission is directed to deliver a certified copy of this Ordinance to the Auditor of Montgomery County, Ohio within fifteen (15) days after the date of its passage.

Section 6. Contracts. That all contracts for the construction of the Project will be let in the manner provided by law, subject to the provisions of the Ohio Revised Code, the Project Petition, and the Supplemental Plan, and the costs of the Project shall be financed as provided in the Resolution of Necessity.

Section 7. Compliance with Open Meetings Requirements. That this Commission finds and determines that all formal actions of this Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this Commission, and that all deliberations of this Commission 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 Ohio Revised Code Section 121.22.

Section 8. Effective Date. That for the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.
PASSED BY THE COMMISSION ............... SEPTEMBER 8 ......, 2021

SIGNED BY THE MAYOR ................. SEPTEMBER 8 ......, 2021

MAYOR OF THE CITY OF DAYTON, OHIO

[Signature]

ATTEST:

[Signature]
Clerk of the Commission

APPROVED AS TO FORM:

[Signature]
City Attorney
CERTIFICATE

The undersigned Clerk of the Commission hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the Commission of the City of Dayton, Ohio on ____________, 2021 and that a true copy thereof was certified to the Auditor of Montgomery County, Ohio.

__________________________
Clerk of the Commission
City of Dayton, Ohio
RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION DETERMINING TO
PROCEED WITH ACQUISITION, CONSTRUCTION,
AND IMPROVEMENT OF CERTAIN PUBLIC
IMPROVEMENTS IN THE CITY OF DAYTON
IN COOPERATION WITH THE DAYTON REGIONAL
ENERGY SPECIAL IMPROVEMENT DISTRICT

I, Karl L. Keith, the duly elected, qualified, and acting Auditor in and for
Montgomery County, Ohio hereby certify that a certified copy of Ordinance No. ________
duly adopted by the City Commission of the City of Dayton, Ohio on _________, 2021,
determining to proceed with the acquisition, construction, and improvement of certain public
improvements in the City of Dayton in cooperation with the Dayton Regional Energy
Special Improvement District, was filed in this office on __________, 2021.

WITNESS my hand and official seal at Dayton, Ohio on __________, 2021.

[SEAL]

Auditor
Montgomery County, Ohio
August 31, 2021

TO: Shelley Dickstein, City Manager

FROM: Chris Lipson
Department of Planning, Neighborhoods & Development – Division of Development

SUBJECT: An Emergency Ordinance Determining to Proceed with Certain Public Improvements for 1619 Kuntz Road in the Dayton Regional Energy Special Improvement District

The Department of Planning, Neighborhoods & Development, Division of Development is requesting adoption of the attached Ordinance Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements Street in the Dayton Regional Energy Special Improvement District (ESID). This will enable the property owners to finance energy efficiency improvements for their property.

We are requesting two readings at one meeting of the ordinance. Additional legislation will be presented next month.

The Department of Law has reviewed and approved the Legislation as to form and correctness.

If you have any questions, please contact me at extension 3820.

CJL

c: Todd Kinskey
AN ORDINANCE

Authorizing the Grant of an Access and Utility Easement for the Benefit of Parcels of Land Located at the Dayton International Airport, and Declaring an Emergency.

WHEREAS, NP Dayton Building VIII, LLC has requested an access and utility easement for access and utility installation, including ingress and egress, on land located at the Dayton International Airport; and

WHEREAS, This Commission deems it in the public interest to grant said easement; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this Ordinance take effect at an early date; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is hereby authorized to execute an easement identical in form and substance to the document attached to the original of this Ordinance, and any other documents necessary to grant an access and utility easement to NP Dayton Building VIII, LLC.

Section 2. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.............................................., 2021

SIGNED BY THE MAYOR.............................................., 2021

[Signature]
Mayor of the City of Dayton, Ohio

ATTEST:

[Signature]
Clerk of the Commission

APPROVED AS TO FORM:

[Signature]
City Attorney
AN ORDINANCE

Authorizing the Grant of an Access and Utility Easement for the Benefit of Parcels of Land Located at the Dayton International Airport, and Declaring an Emergency.

WHEREAS, NP Dayton Building VIII, LLC has requested an access and utility easement for access and utility installation, including ingress and egress, on land located at the Dayton International Airport; and

WHEREAS, This Commission deems it in the public interest to grant said easement; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this Ordinance take effect at an early date; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the City Manager is hereby authorized to execute an easement identical in form and substance to the document attached to the original of this Ordinance, and any other documents necessary to grant an access and utility easement to NP Dayton Building VIII, LLC.

Section 2. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION.........................., 2021

SIGNED BY THE MAYOR.........................., 2021

Mayor of the City of Dayton, Ohio

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney
For recording purposes only:

Title of Document: Access and Utility Easement

Date of Document: ____________, 2021

Grantor: CITY OF DAYTON, an Ohio municipal corporation
        Department of Aviation
        3600 Terminal Drive, Suite 300
        Vandalia, Ohio 45377

Grantee: NP Dayton Building VIII, LLC, a Delaware limited liability company
        4825 NW 41st Street, Suite 500
        Riverside, Missouri 64150

Legal Description: See Exhibit A, Exhibit B, and Exhibit C

Reference Book and Page(s): N/A

PLEASE RETURN RECORDED DOCUMENT TO:
Levy Craig Law Firm
Attn: Scott Seitter
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
ACCESS AND UTILITY EASEMENT

THIS AGREEMENT ("Agreement") is made as of the __________ day of __________, 2021, by and between the City of Dayton, Ohio (hereinafter referred to as "Grantor") and NP Dayton Building VIII, LLC, a Delaware limited liability company, or any successor thereof, with an address of 4825 NW 41st Street, Suite 500, Riverside, Missouri 64150 ("Grantee").

RECITALS:

WHEREAS, Grantor is the fee simple owner of the real property located in Montgomery County, Ohio, as legally described in Exhibit A attached hereto (the "Grantor Property");

WHEREAS, Grantee is the fee simple owner of the real property located in Montgomery County, Ohio as legally described in Exhibit B attached hereto (the "Grantee Property");

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to obtain from Grantor a perpetual, non-exclusive easement ("Easement") for access and utility installation, including ingress and egress, across those portions of the Grantor Property legally described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "Easement Area").

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and for other good and valuable consideration, the receipt of which is acknowledged, Grantor and Grantee agree as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Grantor, the fee simple owner of the Easement Area, for itself, its successors and assigns, does hereby grant to and for the benefit of Grantee a perpetual, non-exclusive right, privilege, easement, and right of way, over, through, and across the Easement Area for the installation of and use of a private access drive known as Tuskegee Airmen Drive, to and from North Dixie Drive, and for the installation of utilities serving the Grantee Property. Grantee shall be responsible for obtaining all governmental approvals necessary for its activities on the Easement Area, if any.

3. Grantee shall have the right, but not the obligation, to install a vehicular and pedestrian access drive and utilities over and within the Easement Area (the "Improvements"). Improvements constructed by Grantee shall be in compliance with applicable governmental laws, rules, regulations, and ordinances with respect to the same.

4. This Easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

   a. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon, over or adjacent to the Easement Area.

   b. Grantee shall have the right to allow third parties to construct and install the Improvements.

   c. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the Easement or the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

   d. Grantor shall not authorize any use of the Easement Area which is inconsistent with or interferes with the uses authorized herein.
e. Grantor shall not construct, install, or permit the construction or installation of any building or other above-ground structure, or portion thereof, upon the Easement Area.

5. Grantee shall perform all maintenance required of the Improvements, at Grantee’s sole cost.

6. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit of the parties designated herein, their successors or assigns, or others entitled to such use by law or agreement.

7. Any notice to be served upon any party must be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, or by a national recognized courier, unless another address is provided, as follows:

If to Grantor: City of Dayton, Ohio
Department of Aviation
Attention: Gilbert Turner, Director
3600 Terminal Drive, Suite 300
Vandalia, Ohio 45377
gturner@flydayton.com

If to Grantee: NP Dayton Building VIII, LLC
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Attention: Nathaniel Hagedorn
nathaniel@northpointkc.com

with a copy to: NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Attention: Leo Salinger
lsalinger@northpointkc.com

with a copy to: Levy Craig Law Firm
4520 Main St, Suite 1600
Kansas City, MO 64111
Attention: Scott Seitter
sseitter@levycraig.com

8. Grantor and Grantee hereby agree that this Agreement constitutes the entire agreement between the parties hereto and no representation or statements, oral or written, have been made that modify, add to, or change the terms of this Agreement.

9. This Agreement is binding upon and shall inure to the benefit of the respective successors and assigns of Grantor and Grantee.

10. It is the intention of the parties hereto that all questions of construction and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of Ohio.

11. Grantor warrants that it has the necessary authority and title to the Easement Area to grant the Easement to Grantee and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.
12. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

13. The Easement is for the benefit of, and shall be appurtenant to, the Grantee Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of all or any part of the Grantee Property and the Easement Area, and all persons or entities claiming under or through them. Any person or entity acquiring fee ownership of all or any portion of the Grantee Property or the Easement Area shall be bound by this Agreement, but only as to the tract or portion of a tract acquired by such person or entity. In addition, notwithstanding anything contained herein to the contrary, such person or entity shall be bound by this Agreement only during the period such person or entity has such fee interest in such tract or portion of a tract, and only as to those obligations, liabilities or responsibilities that accrue during such period. Although persons and entities may be released under this paragraph, the easements, covenants, and restrictions set forth herein shall continue to be a benefit to and a servitude upon said tracts running with the land.

14. The parties hereto agree that any modification of this Agreement shall be effective only when made in writing signed by both Grantor and Grantee, their respective successors or assigns, and recorded with the Montgomery County, Ohio Recorder’s Office.

15. If any provision of this Agreement shall be deemed invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Agreement.

16. This Agreement may be executed in multiple, separate counterparts.

This Instrument Prepared By:
Levy Craig Law Firm
Attn: Scott Seitter
4520 Main Street, Suite 1600
Kansas City, Missouri 64111

[Remainder of Page Intentionally Blank]
IN WITNESS WHEREOF, Grantor has caused this Access and Utility Easement to be signed by its duly authorized representative(s), effective the ____ day of __________, 2021.

GRANTOR:

CITY OF DAYTON, OHIO

________________________
City Manager

ATTEST:

________________________
Name: _____________________

STATE OF ____________    )
) SS:
COUNTY OF ____________    )

On this ____ day of __________, 2021, before me, appeared _______________________, who being duly sworn, did say that he/she is the ___________________________________ of the City of Dayton, Ohio (the “City”), and that the foregoing instrument was signed for the purposes therein contained on behalf of the City and by authority of the City; and he/she further acknowledged said instrument to be the free act and deed of the City.

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

________________________
Notary Public

My Commission expires on __________________.
NP DAYTON BUILDING VIII, LLC
a Delaware limited liability company

By: NPD Management, LLC
Its: Manager

By: Nathaniel Hagedorn, Manager

STATE OF ________________

) SS:
COUNTY OF ________________

On this ___ day of ____________ , 2021, before me, a Notary Public in and for said County and State, personally appeared Nathaniel Hagedorn, in his capacity as Manager of NPD Management, LLC, the Manager of NP Dayton Building VIII, LLC, a Delaware limited liability company, to me personally known, who, being by me duly sworn (or affirmed), did acknowledge and say that said instrument was signed on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

______________________________
Notary Public

(Seal)

My Commission expires: ___________.
Exhibit A

Legal Description of Grantor Property

Situate in Butler Township, County of Montgomery and State of Ohio, and in the south half of Section 9, Town 3, Range 6 East, part of Lot 81143 of The Revised and Consecutive Number Lots on the Plat of the City of Dayton, City of Dayton, Montgomery County, Ohio and being part of the property conveyed to City of Dayton, by deed recorded in Deed Book 778, page 91 in the office of the Montgomery County Recorder’s Office in Dayton, Ohio and is more particularly described as follows:

Beginning at a point in the center line of the Dayton and Troy Turnpike Road, said point being 264 feet north of the south line of said Section 9, Town 3, Range 6 East; thence north 2° 18’ 30” West along the center line of said Dayton and Troy Road, a distance of 2417.0 feet to a point; thence south 89° 27’ 30” West a distance of 1423.20 feet; thence south 89° 19’ West a distance of 1960 feet to a stone; thence south 89° 10’ 30” West a distance of 2671.5 feet to a stone; thence south 3° 42’ West a distance of 1906.0 feet to a stone; thence north 89° 52’ East a distance of 1529.1 feet to a stone; thence south 5° 46’ West a distance of 718.0 feet to a point in the south line of said Section 9, Town 3, Range 6 East; thence north 89° 57’ East a distance of 1311.3 feet to a stone; thence due east a distance of 2563.20 feet to a point; thence north 2° 20’ West a distance of 264 to a point; thence north 89° 51’ East a distance of 247.5 feet to the center line of the Dayton & Troy Turnpike, and the place of beginning, containing 311.24 acres more or less.

LESS AND EXCEPT THE LANG REFERRED TO HEREIN BELOW, SITUATED IN THE COUNTY OF MONTGOMERY, STATE OF OHIO, AND DESCRIBED AS FOLLOWS:

Lot Numbered 85154 on the Plat of Record Plan NP Dayton Building VIII Subdivision Plat, recorded on May 14, 2021 in Plat Book 237, Page 18 in the County of Montgomery, Ohio.
Exhibit B
Legal Description of Grantee Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONTGOMERY, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

Lot Numbered 85154 on the Plat of Record Plan NP Dayton Building VIII Subdivision Plat, recorded on May 14, 2021 in Plat Book 237, Page 18 in the County of Montgomery, Ohio.
Exhibit C
Legal Description of Easement Area

Situated in Section 9, Town 3, Range 6 East, part of Lot 81143 of The Revised and Consecutive Number Lots on the Plat of the City of Dayton, City of Dayton, Montgomery County, Ohio and being part of the property conveyed to City of Dayton, by deed recorded in Deed Book 778, page 91 in the office of the Montgomery County Recorder’s Office in Dayton, Ohio and is more particularly described as follows:

COMMENCING, at the northeast corner of Lot 85154 of the revised and consecutive number lots on the plat of the City of Dayton and being in the westerly right-of-way line of North Dixie Drive, 50.00 feet as measured perpendicular to the centerline;

THENCE, with the north line of Lot 85154 for the following three (3) calls:
1. N89°46'44"W 103.16 feet to a point;
2. N71°08'33"W 41.80 feet to a point;
3. S89°18'39"W 149.29 feet to the TRUE POINT OF BEGINNING;

THENCE, continuing with the north line of Lot 85154 S89°18'39"W 565.61 feet to a point;

THENCE, S56°12'36"W 49.04 feet to a point;

THENCE, continuing with and leaving said north line of Lot 85154 and with a curve to the right having a radius of 58.52 feet, a delta angle of 259°38'34", an arc length of 265.17 feet and a chord bearing and distance of N06°01'52"E 89.89 feet to a point within Lot 81143;

THENCE, continuing through Lot 81143 for the following thirteen (13) calls:
1. with a reverse curve to the left having a radius of 40.00 feet, a delta angle of 46°32'30", an arc length of 32.49 feet and a chord bearing and distance of S67°25'06"E 31.61 feet to a point;
2. N89°18'39"E 476.23 feet to a point;
3. with a curve to the left having a radius of 100.00 feet, a delta angle of 62°26'11", an arc length of 108.97 feet and a chord bearing and distance of N58°05'34"E 103.66 feet to a point;
4. N26°52'29"E 72.62 feet to a point;
5. with a curve to the right having a radius of 235.00 feet, a delta angle of 63°03'06", an arc length of 258.61 feet and a chord bearing and distance of N58°24'02"E 245.76 feet to a point;
6. with a reverse curve to the left having a radius of 60.00 feet, a delta angle of 92°00'19", an arc length of 96.35 feet and a chord bearing and distance of N43°55'25"E 86.32 feet to a point;
7. S02°04'44"E 86.49 feet to a point;
8. S87°55'16"W 5.00 feet to a point;
9. S02°04'44"E 32.37 feet to a point;
10. with a curve to the left having a radius of 26.00 feet, a delta angle of 41°57'37", an arc length of 19.04 feet and a chord bearing and distance of N68°54'04"W 18.62 feet to a point;
11. N89°52'52"W 41.17 feet to a point;
12. with a curve to the left having a radius of 185.00 feet, a delta angle of 63°14'08", an arc length of 204.18 feet and a chord bearing and distance of S58°29'33"W 193.97 feet to a point;
13. S26°52'29"W 163.53 feet to the TRUE POINT OF BEGINNING CONTAINING 1.4424 ACRES and being subject to all easements and right-of-ways of record;

This description was prepared from a new survey made by Ryan M. Hartig, PS 8765, for Viox & Viox, Inc., December 21, 2020.
August 26, 2021

TO: Shelley Dickstein
   City Manager

FROM: Gilbert B. Turner, Director
        Department of Aviation

SUBJECT: AN ORDINANCE - Authorizing the Grant of an
         Access and Utility Easement for the Benefit of Parcels of Land Located
         at the Dayton International Airport and Declaring an Emergency.

The Department of Aviation requests the attached Ordinance be placed on the
September 8, 2021 City Commission calendar for approval.

The Ordinance authorizes the City Manager to execute an agreement to grant an easement to NP
Dayton Building VIII, LLC to enter onto City-owned land for the purposes of relocating
Tuskegee Airman Drive. The relocation is required as a condition of the development NP
Dayton Building VIII, LLC is constructing at the airport. The improvements will be
constructed at NP Dayton Building VIII, LLC’s expense.

The Department of Law has approved the Ordinance and the Access and Utility Easement. If you
have any questions or would like additional information please contact me at 454-8212.
A RESOLUTION

Declaring the Intention to Appropriate Real Property

WHEREAS, The acquisition of interests in certain real estate is required for the Salem Avenue Reconstruction Phase 2 Project; and

WHEREAS, The City has been unable to reach an agreement with the legal owner/owners of the property that may have an interest; and

WHEREAS, It is necessary for the immediate preservation of the public peace, property, health and safety that this resolution take effect at an early date, for the reason that the earliest possible acquisition of the interest in certain real property hereinafter described is essential to begin the construction, which may otherwise be jeopardized by any undue delay; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. That the Commission hereby declares its intention to appropriate a fee simple interest in Parcels 11W & T, 12SH & T, 60WD, 61WD & T, 62WD & T, 63WD & T, 65WD & T, 66WD & T, 67WD & T, 68WD & T, 69WD & T, 70WD & T, 71WD & T, 72WD & T, 74WD & T, 76T, 77WD & T, 78 T, 79WD & T, 81WD & T, 82T, 83T, 84T, 85T, 86WD & T, and 68AWD & T in for the purpose of clearing the title in connection with the Salem Avenue Reconstruction Phase 2 Project, said real estate being more fully described in exhibits “A” through “Z” attached hereto and made a part hereof.

Section 2. For the reasons stated in the preamble hereof, this resolution is declared to be an emergency measure and shall take effect immediately upon its adoption.

Adopted by the Commission...SEPTEMBER 8......2021

Signed by the Mayor...SEPTEMBER 8......2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of the Commission

Approved as to form:

[Signature]
City Attorney
August 25, 2021

To: Shelley Dickstein  
    City Manager

From: Joseph Weinel, Chief Engineer  
      Division of Civil Engineering

Subject: Resolution for Appropriation

Attached is the Resolution declaring the Intention to appropriate 26 parcels in connection with the Salem Avenue Reconstruction Phase 2 project. Please present this Resolution to the City Commission as an emergency at the September 8, 2021 meeting. The Department of Law has reviewed and approved this document as to form.

The parcels are being appropriated because the City has been unable to locate the legal owners or the property owner has been unable to deliver clear title.

If you have any questions, please contact me at extension 4218.

Attachments

Copy: Mr. Stovall
EXHIBIT A

PARCEL 11-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 22658 shown in Sylvester H. Carr’s Subdivision in Plat Vol. F page 008 and as described in a deed to Mohammad Lafi in L.R. Deed 17-032994 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Margin Nail set at the intersection of North Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 287+92.48–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 – A of plat records of Montgomery County, Ohio (IR Plat 235-057[06]);

Thence South 34° 16’ 25” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 80.62 feet to a point;

Thence South 55° 43’ 35” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 40.68 feet to an iron pin set on the southerly right of way of a 16.5 foot alley of said Carr’s Subdivision and being the True Place of Beginning of the parcel herein described;

Thence South 89° 58’ 25” East, following the southerly line of said 16 foot alley, for a distance of 3.85 feet to the westerly right of way of Salem Avenue;
EXHIBIT A

Thence South 34° 16' 25" East, following the westerly right of way of Salem Avenue, for a
distance of 152.40 feet to the intersection with the northerly right of way Lexington Avenue;

Thence following the northerly right of way of Lexington Avenue along the arc of a curve right
having a radius of 50.00 feet, a delta of 15° 57' 36", a chord bearing of South 63° 41' 59" West,
a chord distance of 13.88 feet, for an arc length of 13.93 feet to an iron pin set;

Thence passing through said Lot 22658 along the arc of a curve to the left, having a radius of
10.00 feet, a delta of 105° 57' 11", a chord bearing of North 18° 42' 11" East, a chord distance
of 15.97 feet, for an arc length of 18.49 feet to an iron pin set;

Thence North 34° 16' 25" West, continuing through said Lot 22658, for a distance of 138.90 feet
to an iron pin set;

Thence continuing through said Lot 22658 along the arc of a curve to the left, having a radius of
5.00 feet, a delta of 55° 42' 01", a chord bearing of North 62° 07' 25" West, a chord distance of
4.67 feet, for an arc length of 4.86 feet to the True Place of Beginning and containing 187
square feet or 0.004 acres of land, more or less, within Montgomery County Auditor Parcel No.
R72 07311 0022, of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8" x 30" rebar with a 'MS CONS. INC.' identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue
between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25"
East as established by an actual field survey performed by ms consultants, inc. in October, 2019.
The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North

The above description was prepared under the direction and supervision by Chad S. Snow,
Registered Professional Surveyor No. 8559.
Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 22658 shown in Sylvester H. Carr's Subdivision in Plat Vol. F page 008 and as described in a deed to Mohammad Lafi in File I.R. Deed 17-032994 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of North Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 287+92.48–0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 233, Page 52- A of plat records of Montgomery County, Ohio (IR Plat 22658-057103);

Thence South 34° 16’ 25” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 80.62 feet to a point;

Thence South 55° 43’ 35” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 40.68 feet to an iron pin set on the southerly right of way of a 16.5 foot alley of said Carr's Subdivision and being the True Place of Beginning of the parcel herein described;

Thence passing through said Lot 22658 along the arc of a curve to the right, having a radius of 5.00 feet, a delta of 55° 42’ 01” , a chord bearing of South 62° 07’ 25” East, a chord distance of 4.67 feet, for an arc length of 4.86 feet to an iron pin set;

Thence South 34° 16’ 25” East, continuing through said Lot 22658, for a distance of 138.90 feet to an iron pin set;
EXHIBIT A

Thence continuing through said Lot 22658 along the arc of a curve to right, having a radius of 10.00 feet, a delta of 105° 57’ 11”, a chord bearing of South 18° 42’11” West, a chord distance of 15.97 feet, for an arc length of 18.49 feet to an iron pin set on the northerly right of way of Lexington Avenue;

Thence following the northerly right of way of Lexington Avenue along the arc of a curve to the right, having a radius of 50.00 feet, a delta of 18° 18’ 53”, a chord bearing of South 80° 50’ 13” West, a chord distance of 15.91 feet, for an arc length of 15.98 feet to an iron pin set;

Thence North 55° 43’ 35” East, passing through said Lot 22658, for a distance of 24.16 feet to a point;

Thence North 34° 16’ 25” West, continuing through said Lot 22658, for a distance of 146.45 feet to a point on the southerly right of way line of said alley;

Thence South 89° 58’ 25” East, following said southerly right of way line, for a distance of 0.99 feet to the True Place of Beginning and containing 560 square feet or 0.013 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 07311 0022, of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow. Registered Professional Surveyor No. 8559

[Signature]

8/07/20
An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the City Of Dayton, Montgomery County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

|Surveyor’s description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 7571 shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and as described in a deed to The United States Postal Service in DMF 98-557C02 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of North Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 287+92.48-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 574);

Thence South 34° 16’ 25” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 59.24 feet to a point;

Thence North 55° 43’ 35” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to a Survey Mag nail set on the easterly right of way of Salem Avenue and being the True Place of Beginning of the parcel herein described;
EXHIBIT B

LPA RX 871 SH

Thence North 34° 16' 25" West, following the easterly right of way of Salem Ave., for a distance of 20.68 feet to the intersection of the easterly right of way of Salem Avenue and the southerly right of way of North Avenue;

Thence North 73° 49' 24" East, following the southerly right of way of North Avenue for a distance of 20.68 feet to a Survey Mag nail set;

Thence passing through said Lot 7571 along the arc of a curve to left, having a radius of 15.00 feet, a delta of 108° 05' 49'', a chord bearing of South 19° 46' 30" West, a chord distance of 24.29 feet for an arc length of 28.30 feet to the True Place of Beginning and containing 98 square feet or 0.002 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 06606 001, of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8" x 30" rebar with a 'MS CONS. INC.' identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

08/07/20

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/26/20 FILE NO. 2020.0266
BY _[signature]_
EXHIBIT B

PARCEL 12-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 7571 shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and as described in a deed to The United States Postal Service in DMF 98-557C02 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of North Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 287+92.48-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 2D - 05103);

Thence South 34° 16 ’ 25” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 59.24 feet to a point;

Thence North 55° 43’ 35” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to a Survey Mag nail set on the easterly right of way of Salem Avenue and being the True Place of Beginning of the parcel herein described;

Thence passing through said Lot 7571 along the arc of a curve to right, having a radius of 15.00 feet, a delta of 108° 05’ 49”, a chord bearing of North 19° 46’ 30” East, a chord distance of 24.29 feet for an arc length of 28.30 feet to a Survey Mag nail set on the southerly right of way North Avenue;

Thence North 73° 49’ 24” East, following the southerly right of way of North Avenue for a distance of 8.17 feet to a point;
Thence South 11° 41' 06" West, passing through said Lot 7571 for a distance of 38.15 feet to the easterly right of way of Salem Avenue;

Thence North 34° 16' 25" West, following the easterly line of Salem Avenue for a distance of 14.80 feet to the True Place of Beginning and containing 389 square feet or 0.009 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 06606 001, of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT C

PARCEL 60-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 82889 shown in Record Plan Salem & Grand Plat in Plat Book 178 page 35 and as described in a deed to National Church Residences Grand Place Dayton Oh in I.R. Deed 17-046579 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of W. Grand Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 293+46.24-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book235, Page 52 - 4 of plat records of Montgomery County, Ohio (IR Plat 20 - 057a3);

Thence North 34° 16’ 25” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 42.59 feet to a point;

Thence North 55° 43’ 35” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to an iron pin set on the easterly right of way of Salem Avenue and being the True Place of Beginning of the parcel herein described;

Thence passing through said Lot 82889 along the arc of a curve to the left, having a radius of 5.00 feet, a delta of 90° 05’ 22”, a chord bearing of South 79° 19’ 58” East, a chord distance of
7.08 feet, for an arc length of 7.86 feet to an iron pin set on the northerly right of way of W. Grand Avenue;

Thence South 55° 36' 26" West, following the northerly right of way of W. Grand Avenue, for a distance of 5.01 feet to a Survey Mag Nail found at the intersection of the northerly right of way of W. Grand Avenue and the easterly right of way of Salem Avenue;

Thence North 34° 16' 25" West, following the easterly right of way of Salem Avenue, for a distance of 5.01 feet to the True Place of Beginning and containing 5 square feet or 0.0001 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 06606 0048, of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT D

PARCEL  61-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns,
reserves all existing rights of ingress and egress to and from any residual area (as used herein,
the expression “Grantor/Owner” includes the plural, and words in the masculine include the
feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lot 12866 shown in Thirza M. Arnold’s Subdivision in Plat Vol. B page 211 and as
described in a deed to Giant Dayton, LLC in I.R. Deed 07-103891 (All records are on file at the
Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more
fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Lexington Avenue and Salem
Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 291+00.00-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book 275, Page 52 - A of plat records of Montgomery County, Ohio (JR Plat 20 - OS183);

Thence South 34° 16 ’ 25” East, following the centerline of survey and right of way of Salem
Avenue, for a distance of 6.31 feet to a point;

Thence South 55° 43 ’ 35” West, leaving said centerline, crossing the westerly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 44.06 feet to an iron
pin set on the southerly right of way of Lexington Avenue and being the True Place of
Beginning of the parcel herein described;

Thence South 89° 57 ’ 08” East, following the southerly right of way of Lexington Avenue, for a
distance of 7.94 feet to the westerly right of way of Salem Avenue;
EXHIBIT D

Thence South 34° 16' 25" East, following the westerly right of way of Salem Avenue, for a distance of 7.94 feet to an iron pin set;

Thence passing through said Lot 12866 along the arc of a curve left having a radius of 15.00 feet, a delta of 55° 46' 27", a chord bearing of North 62° 09' 38" West, a chord distance of 14.03 feet, for an arc length of 14.60 feet to the True Place of Beginning and containing 10 square feet or 0.0001 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 07401 0034, of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8" x 30" rebar with a 'MS CONS. INC.' identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT D

Parcel 61-T
Mot-Salem Avenue Recon - Phase 2
Temporary Easement for the Purpose of
Performing the Work Necessary to
Grading & Drive Improvements
For 12 Months from Date of Entry by the
City of Dayton, Montgomery County, Ohio

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 12866 & Lot 12867 shown in Thirza M. Arnold's Subdivision in Plat Vol. B page 211 and as described in a deed to Giant Dayton, LLC in I.R. Deed 07-103891 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Lexington Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 291+00.00—0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A - of plat records of Montgomery County, Ohio (IR Plat 20 - OS 793);

Thence South 34° 16’ 25” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 6.31 feet to a point;

Thence South 55° 43’ 35” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 44.06 feet to an iron pin set on the southerly right of way of Lexington Avenue and being the True Place of Beginning of the parcel herein described;

Thence passing through said Lot 12866 along the arc of a curve right having a radius of 15.00 feet, a delta of 55° 46’ 27”, a chord bearing of South 62° 09’ 38” East, a chord distance of 14.03 feet, for an arc length of 14.60 feet to an iron pin set on the westerly right of way of Salem Avenue;

Thence South 34° 16’ 25” East, following the westerly right of way of Salem Avenue, for a distance of 153.84 feet to point;
EXHIBIT D

LPA RX 887 T

Thence South 18° 29’ 02” East, continuing along said right of way, for a distance of 15.59 feet to a point;

Thence continuing along said right of way along the arc of a curve to the right, having a radius of 55.00 feet, a delta of 19° 20’ 45”, a chord bearing of South 03° 00’ 50” East, a chord distance of 18.48 feet, for an arc length of 18.57 feet to a point;

Thence continuing along said right of way along the arc of a curve to the right, having a radius of 10.00 feet, a delta of 57° 45’ 47”, a chord bearing of South 20° 52’ 06” West, a chord distance of 9.66 feet, for an arc length of 10.08 feet to the northerly right of way of W. Grand Avenue;

Thence South 55° 43’ 41” West, following the northerly right of way of W. Grand Avenue, for a distance of 8.47 feet to a point;

Thence North 07° 25’ 25” East, passing through said Lot 12867, for a distance of 30.41 feet to a point;

Thence North 34° 16’ 25” West, continuing through said Lot 12867 and then through Lot 12866, for a distance of 172.37 feet to a point;

Thence North 75° 43’ 02” West, continuing through said Lot 12866, for a distance of 32.82 feet the southerly right of way of Lexington Avenue;

Thence North 89° 57’ 08” East, following the southerly right of way of Lexington Avenue, for a distance of 30.43 feet to the True Place of Beginning and containing 2,087 square feet or 0.0480 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07401 0034: 0.0183 acres
Parcel No. R72 07401 0012: 0.0053 acres
Parcel No. R72 07401 0020: 0.0001 acres
Parcel No. R72 07401 0023: 0.0243 acres
The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT E

PARCEL 62-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 7558 shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and as described in a deed to Buffalo-Bal Business Trust in DMF 98-376A08 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54~0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 057103);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 174.90 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the southwesteherly corner of said Lot 7558, being on the easterly right of way of Salem Avenue and also the True Place of Beginning of the parcel herein described;

Thence North 34° 14’ 32” West, following the easterly right of way of Salem Avenue, for a distance of 50.00 feet to the northwesterly corner of said Lot 7558:
EXHIBIT E

Thence North 55° 35' 29" East, following the northerly line of said Lot 7558, for a distance of 7.50 feet to an iron pin set;

Thence South 34° 14' 32" East, passing through said Lot 7558, for a distance of 50.00 feet to an iron pin set on the southerly line of said Lot;

Thence South 55° 36' 27" West, following the southerly line of said Lot 7558, for a distance of 7.50 feet to the True Place of Beginning and containing 375 square feet or 0.0086 acres of land, more or less, within Montgomery County Auditor Parcel No. R72 06609 0024, of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8" x 30" rebar with a 'MS CONS. INC.' identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT E

PARCEL  62-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 7558-7562 shown in Dayton View Barnett and Arnold's Subdivision in Plat Vol. A page 224 and as described in a deed to Buffalo-Bal Business Trust in DMF 98-376A08 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54-0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - 10 of plat records of Montgomery County, Ohio (IR Plat 20 - 057110)

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 174.90 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the southwesterly corner of said Lot 7558 and being on the easterly right of way of Salem Avenue;

Thence North 55° 36’ 27” East, following the southerly line of said Lot 7558, for a distance of 7.50 feet to the True Place of Beginning of the parcel herein described;

Thence North 34° 14’ 32” West, passing through said Lot 7558 and then following the easterly right of way of Salem Avenue, for a distance of 250.00 feet to the southerly right of way of W. Grand Avenue;

Thence North 55° 36’ 26” East, following the southerly right of way of W. Grand Avenue, for a distance of 7.00 feet to a point;
Thence South 34° 14’ 32” East, passing through said Lots 7562-7558, for a distance of 250.00 feet to the southerly line of said Lot 7558;

Thence South 55° 36’ 27” West, following the southerly line of said Lot 7558, for a distance of 7.00 feet to the True Place of Beginning and containing 1,750 square feet or 0.0400 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06609 0021: 0.0050 acres
Parcel No. R72 06609 0022: 0.0080 acres
Parcel No. R72 06609 0023: 0.0080 acres
Parcel No. R72 06609 0024: 0.0080 acres
Parcel No. R72 06609 0041: 0.0080 acres
Parcel No. R72 06609 0042: 0.0030 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT F

PARCEL 63-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 21610-21612 shown in Arnold’s Subdivision in Plat Vol. D page 059 and as described in a deed to Triple R Associates, Ltd. in I.R. Deed 01-120743 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of W. Grand Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 293+46.24 – 0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 – A of plat records of Montgomery County, Ohio (IR Plat 720 - 057103);

Thence South 34° 14’ 32” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 158.84 feet to a point;

Thence South 55° 45’ 28” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the westerly right of way of Salem Avenue and being the southeasterly corner of said Lot 21612;

Thence South 55°40’ 05” West, following the southerly line of said Lot 21612, for a distance of 7.50 feet to the True Place of Beginning of the parcel herein described;
EXHIBIT F

Thence South 55° 40' 05" West, continuing along said southerly line, for a distance of 1.00 foot to an iron pin set;

Thence North 34° 14' 32" West, passing through said Lots 21612-21610, for a distance of 106.24 feet to an iron pin set;

Thence continuing through said Lot 21610 along the arc of a curve to the left, having a radius of 15.00 feet, a delta of 90° 05' 22", a chord bearing of North 79° 17' 13" West, a chord distance of 21.23 feet, for an arc length of 23.59 feet to an iron pin set on the southerly right of way of W. Grand Avenue;

Thence North 55° 40' 05" East, following the southerly right of way of W. Grand Avenue, for a distance of 16.02 feet to the intersection of the westerly right of way of Salem Avenue;

Thence South 34° 14' 32" East, following the westerly right of way of Salem Avenue and through said Lots 21610-21612, for a distance of 121.27 feet to the True Place of Beginning and containing 169 square feet or 0.0039 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0054: 0.0021 acres
Parcel No. R72 07405 0055: 0.0009 acres
Parcel No. R72 07405 0056: 0.0009 acres

All iron pin set are 5/8" x 30" rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT F

PARCEL 63-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

| Surveyor’s description of the premises follows |

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 21610-21612 shown in Arnold’s Subdivision in Plat Vol. D page 059 and as described in a deed to Triple R Associates, Ltd. In I.R. Deed 01-120743 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of W. Grand Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 293+46.24–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 200-657183):

Thence South 34° 14’ 32” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 158.84 feet to a point;

Thence South 55° 45’ 28” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the westerly right of way of Salem Avenue and being the southeasterly corner of said Lot 21612;

Thence South 55°40’ 05” West, following the southerly line of said Lot 21612, for a distance of 8.50 feet to the True Place of Beginning of the parcel herein described;

Thence South 55° 40’ 05” West, continuing along said southerly line, for a distance of 6.50 feet to a point;

Thence North 34° 14’ 32” West, passing through said Lots 21612-21610, for a distance of 108.44 feet to a point;
EXHIBIT F

Thence North 82° 24’ 02” West, continuing through said Lot 21610, for a distance of 19.20 feet to a point on the southerly right of way of W. Grand Avenue;

Thence North 55° 40’ 05” East, following the southerly right of way of W. Grand Avenue, for a distance of 5.78 feet to a point;

Thence passing through said Lot 21610 along the arc of a curve to the right, having a radius of 15.00 feet, a delta of 90° 05’ 22”, a chord bearing of South 79° 17’ 13” East, a chord distance of 21.23 feet, for an arc length of 23.59 feet to a point;

Thence South 34° 14’ 32” East, passing through said Lots 21610-21612, for a distance of 106.24 feet to the True Place of Beginning and containing 832 square feet or 0.0191 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0054: 0.0072 acres
Parcel No. R72 07405 0055: 0.0059 acres
Parcel No. R72 07405 0056: 0.0060 acres

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT G

LPA RX 851 WD

Ver. Date 08/07/2020 PID 106121

PARCEL 65-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

|Surveyor’s description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 21615-21618 shown in Arnold’s Subdivision in Plat Vol. D page 059 and being a 0.1722, 0.197 and 0.1446 acre tracts as described in a deed to New Horizon Properties, LLC in I.R. Deed 10-072910 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54~0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - 4 of plat records of Montgomery County, Ohio (IR Plat 20-105719);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 71.46 feet to a point;

Thence South 55° 45’ 28” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the westerly right of way of Salem Avenue, being the southeasterly corner of said 0.1446 acre tract and also the True Place of Beginning of the parcel herein described;

Thence South 55° 45’ 28” West, passing through said Lot 21618 and following the southerly line of said 0.1446 acre tract, passing a 5/8” rebar found at the northeasterly corner 0.1997 acre tract
as described in a deed to Powernet of Dayton in I.R. Deed14-036474 at a distance of 7.50 feet, for a total distance of 8.50 feet to an iron pin set;

Thence North 34° 14’ 32” West, passing through said 0.1446, 0.197 and 0.1722 acre tracts, for a distance of 151.97 feet to an iron pin set on the northerly line of said Lot 21615;

Thence North 55° 32’ 18” East, following the northerly line of Lot 21625, for a distance of 8.50 feet to the westerly right of way of Salem Avenue;

Thence South 34° 14’ 32” East, following the southerly right of way of Salem avenue, for a distance of 50.00 feet to the southeasterly corner of said 0.1722 acre tract and the northeasterly corner of said 0.197 acre tract;

Thence South 55° 32’ 18” West, continuing along said right of way and following the line between said 0.1722 and 0.197 acre tracts, for a distance 7.50 feet to a point;

Thence South 34° 14’ 32” East, continuing along said right of way, for a distance of 59.97 feet to the northerly line of said 0.1446 acre tract and the southerly line of sassed 0197 acre tract;

Thence North 55° 45’ 28” East, continuing along said right of way and following the line between said 0.197 and 0.1446 acre tracts, for a distance of 7.50 feet to the northeasterly corner of said 0.1446 acre tract;

Thence South 34° 14’ 32” East, continuing along said right of way, for a distance of 42.00 feet to the True Place of Beginning and containing 842 square feet or 0.0194 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0059: 0.0078 acres
Parcel No. R72 07405 0060: 0.0020 acres
Parcel No. R72 07405 0061: 0.0007 acres
Parcel No. R72 07405 0062: 0.0007 acres
Parcel No. R72 07405 0063: 0.0020 acres
Parcel No. R72 07405 0064: 0.0052 acres

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.
EXHIBIT G

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 21615-21618 shown in Arnold’s Subdivision in Plat Vol. D page 059 and being a 0.1722, 0.197 and 0.1446 acre tracts as described in a deed to New Horizon Properties, LLC in I.R. Deed 10-072910 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 521—46° 05’ 10”;

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 71.46 feet to a point;

Thence South 55° 45’ 28” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the westerly right of way of Salem Avenue and being the southeasterly corner of said 0.1446 acre tract;

Thence South 55° 45’ 28” West, passing through said Lot 21618 and following the southerly line of said 0.1446 acre tract, passing a 5/8” rebar found at the northeasterly corner 0.1997 acre tract as described in a deed to Powernet of Dayton in I.R. Deed 14-036474 at a distance of 7.50 feet, for a total distance of 8.50 feet to the True Place of Beginning of the parcel herein described;

Thence South 55° 45’ 28” West, following the line between said 0.1446 and 0.1997 acre tracts, for a distance of 4.00 feet to a point;
EXHIBIT G

Thence North 34° 14’ 32” West, passing through said 0.1446, 0.197 and 0.1722 acre tracts, for a distance of 151.95 feet to the northerly line of said Lot 21615 and 0.1722 acre tract;

Thence North 55° 32’ 18” East, following the northerly line of Lot 21625, for a distance of 4.00 feet to a point;

Thence South 34° 14’ 32” East, passing through said 0.1722, 0.197 and 0.1446 acre tracts, for a distance of 151.97 feet to the True Place of Beginning and containing 312 square feet or 0.0139 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0059: 0.0037 acres
Parcel No. R72 07405 0060: 0.0009 acres
Parcel No. R72 07405 0061: 0.0028 acres
Parcel No. R72 07405 0062: 0.0027 acres
Parcel No. R72 07405 0063: 0.0009 acres
Parcel No. R72 07405 0064: 0.0029 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

[Signature]

08/01/20
EXHIBIT H

LPA RX 851 WD

Page 1 of 2
Rev. 06/09

Ver. Date 08/07/2020

PARCEL 66-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 7555-7557 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and as described in a deed to Hae Jin Kim and Kyong S. Kim in DMF 98-725B11 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298.0854~0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by m/s consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - [A] of plat records of Montgomery County, Ohio (IR Plat 235 - 05160);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 179.90 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the northwesterly corner of said Lot 7557, being on the easterly right of way of Salem Avenue and also the True Place of Beginning of the parcel herein described;

Thence North 55° 36’ 27” East, following the northerly line of said Lot 7557, for a distance of 7.50 feet to an iron pin set;
Thence South 34° 14' 32" East, passing through said Lots 7557, 7556 and 7555, for a distance of 144.76 feet to an iron pin set;

Thence North 55° 36' 57" East, continuing through said Lot 7557, for a distance of 167.75 feet to an iron pin set on the westerly line of Sable Lane;

Thence South 34° 16' 14" East, following the westerly line of Sable Lane, for a distance of 4.83 feet to a Survey Mag Nail found on the northerly right of way of Federal Street;

Thence South 55° 33' 25" West, following the northerly right of way of Federal Street, for a distance of 175.25 feet to the intersection of the easterly right of way of Salem Avenue;

Thence North 34° 14' 32" West, following the easterly right of way of Salem Avenue, for a distance of 149.77 feet to the True Place of Beginning and containing 1,948 square feet or 0.0448 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06609 0025:  0.0065 acres
Parcel No. R72 06609 0026:  0.0043 acres
Parcel No. R72 06609 0027:  0.0043 acres
Parcel No. R72 06609 0028:  0.0275 acres
Parcel No. R72 06609 0040:  0.0022 acres

All iron pin set are 5/8" x 30" rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019.

The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
PARCEL 66-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

(Surveyor’s description of the premises follows)

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 7555-7557 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and as described in a deed to Hae Jin Kim and Kyong S. Kim in DMF 98-725B11 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - D51W3);

Thence North 34° 14‘ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 174.90 feet to a point;

Thence North 55° 45‘ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the northwesterly corner of said Lot 7557, being on the easterly right of way of Salem Avenue;

Thence North 55° 36‘ 27” East, following the northerly line of said Lot 7557, for a distance of 7.50 feet to the True Place of Beginning of the parcel herein described;

Thence North 55° 36‘ 27” East, continuing along the northerly line of said Lot 7557, for a distance of 7.00 feet to an iron pin set;

Thence South 34° 14‘ 32” East, passing through said Lots 7557 and 7556, for a distance of 75.00 feet to the southerly line of said Lot 7556;
EXHIBIT H

LPA RX 887 T

Thence South 55° 36' 27" West, following the southerly line of said Lot 7556, for a distance of 7.00 feet to point;

Thence North 34° 14' 32" West, passing through said Lots 7556 and 7557, for a distance of 75.00 feet to the True Place of Beginning and containing 525 square feet or 0.0120 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06609 0025: 0.0060 acres
Parcel No. R72 06609 0026: 0.0040 acres
Parcel No. R72 06609 0040: 0.0020 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

08/07/20
EXHIBIT I

PARCEL 67-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns,
reserves all existing rights of ingress and egress to and from any residual area (as used herein,
the expression “Grantor/Owner” includes the plural, and words in the masculine include the
feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lots 21619 and 21620 shown in Arnold’s Subdivision in Plat Vol. D page 059 and being
a 0.1997 and 0.0321 acre tracts as described in a deed to Powernet of Dayton in I.R. Deed14-
036474 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County,
Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue,
being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 298+08.54~0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book2-34, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 22 - 05104);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem
Avenue, for a distance of 3.34 feet to a point;

Thence South 55° 45’ 28” West, leaving said centerline, crossing the westerly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the
westerly right of way of Salem Avenue, being the southeasterly corner of said 0.0321 acre tract,
the northeasterly corner of a 0.3228 acre tract as described in a deed to Greater Dayton Union
Cooperative Initiative, Inc. in I.R. Deed 19-031134 and also the True Place of Beginning of the
parcel herein described;
EXHIBIT I

LPA RX 851 WD

Thence South 54° 50’ 20” West, following the southerly line of said 0.0321 acre tract and the northerly line of said 0.3228 acre tract, for a distance of 1.00 foot to an iron pin set;

Thence North 34° 14’ 32” West, passing through said 0.0321 and 0.1997 acre tracts, for a distance of 68.14 feet to an iron pin set on the northerly line of said 0.1997 acre tract and the southerly line of a 0.1446 acre tract as described in a deed to New Horizon Properties, LLC in I.R. Deed 10-072910;

Thence North 55° 45’ 28” East, following the northerly line of said 0.1997 acre tract and the southerly line of said 0.1446, for a distance of 1.00 feet to a 5/8” rebar found on the westerly right of way of Salem Avenue;

Thence South 34° 14’ 32” East, following the southerly right of way of Salem avenue, for a distance of 68.12 feet to the True Place of Beginning and containing 68 square feet or 0.0015 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0065: 0.0009 acres
Parcel No. R72 07405 0066: 0.0002 acres
Parcel No. R72 07405 0067: 0.0002 acres
Parcel No. R72 07405 0068: 0.0002 acres

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING, ACREAGE AND CLOSURE ONLY
DATE 9/28/20 FILE NO. 2020-0266
BY [Signature]
EXHIBIT I

PARCEL 67-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 21619 and 21620 shown in Arnold’s Subdivision in Plat Vol. D page 059 and being a 0.1997 and 0.0321 acre tracts as described in a deed to Powernet of Dayton in I.R. Deed 14-036474 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 29-03103);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 3.34 feet to a point;

Thence South 55° 45’ 28” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the westerly right of way of Salem Avenue, being the southeasterly corner of said 0.0321 acre tract, the northeasterly corner of a 0.3228 acre tract as described in a deed to Greater Dayton Union Cooperative Initiative, Inc. in I.R. Deed 19-031134;

Thence South 54° 50’ 20” West, following the southerly line of said 0.0321 acre tract and the northerly line of said 0.3228 acre tract, for a total distance of 1.00 foot to the True Place of Beginning of the parcel herein described;

Thence South 54° 50’ 20” West, continuing along the southerly line of said 0.0321 acre tract and the northerly line of said 0.3228 acre tract, for a distance of 9.00 feet to a point;
EXHIBIT I

LPA RX 887 T

Thence North 34° 14’ 32” West, passing through said 0.0321 and 0.1997 acre tracts, for a distance of 68.28 feet to a point on the northerly line of said 0.1997 acre tract and the southerly line of a 0.1446 acre tract as described in a deed to New Horizon Properties, L.L.C in I.R. Deed 10-072910;

Thence North 55° 45’ 28” East, following the northerly line of said 0.1997 acre tract and the southerly line of said 0.1446, for a distance of 9.00 feet to a point;

Thence South 34° 14’ 32” East, passing through said 0.0321 and 0.1997 acre tracts, for a distance of 68.14 feet to the True Place of Beginning and containing 614 square feet or 0.0141 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0065: 0.0083 acres
Parcel No. R72 07405 0066: 0.0017 acres
Parcel No. R72 07405 0067: 0.0021 acres
Parcel No. R72 07405 0068: 0.0020 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT J

PARCEL 68-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 21620-21625 as shown in Arnold's Subdivision in Plat Vol. D page 059 and being part of a 0.3228, 0.1983 and 0.3131 acre tracts as described in a deed to Greater Dayton Union Cooperative Initiative, Inc. in I.R. Deed19-031134 (All Records on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54-0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 of plat records of Montgomery County, Ohio (IR Plat 2053.05);

Thence North 34° 14' 32" West, following the centerline of survey and right of way of Salem Avenue, for a distance of 3.34 feet to a point;

Thence South 55° 45' 28" West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the westerly right of way of Salem Avenue, being the northeasterly corner of said 0.3228 acre tract, the southeasterly corner of a 0.0321 acre tract as described in a deed to Powernet of Dayton in I.R. Deed14-036474 and also the True Place of Beginning of the parcel herein described;
EXHIBIT J

Thence South 34° 14’ 32” East, following the westerly right of way of Salem Avenue, for a distance of 99.44 feet to a 5/8” iron pin found on the northerly line of Lot 21623;

Thence North 54° 34’ 27” East, continuing along said right of way, for a distance of 7.50 feet to the northeasterly corner of Lot 21623;

Thence South 34° 14’ 32” East, continuing along said right of way, for a distance of 245.51 feet to the intersection of the northerly right of way of Superior Avenue;

Thence South 89° 49’ 48” West, along the northerly right of way of Superior Avenue, for a distance of 38.52 feet to an iron pin set;

Thence passing through Lot 21625 along the arc of a curve to the left, having a radius of 15.00 feet, a delta of 124° 04’ 02”, a chord bearing of North 27° 47’ 38” East, a chord distance of 26.50 feet, for an arc length of 32.48 feet to an iron pin set;

Thence North 34° 14’ 32” West, passing through Lots 21625-21621 and part of Lot 201620, for a distance of 310.79 feet to an iron pin set on the northerly line of said 0.3228 acre tract and the southerly line of said 0.0321 acre tract;

Thence North 54° 50’ 20” East, following the northerly line of said 0.3228 acre tract and the southerly line of said 0.0321 acre tract, for a distance of 1.00 foot to the True Place of Beginning and containing 2,343 square feet or 0.0538 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0008: 0.0009 acres
Parcel No. R72 07405 0009: 0.0009 acres
Parcel No. R72 07405 0012: 0.0005 acres
Parcel No. R72 07405 0071: 0.0078 acres
Parcel No. R72 07405 0072: 0.0078 acres
Parcel No. R72 07405 0073: 0.0359 acres

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.
EXHIBIT J

LPA RX 851 WD

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

08/01/20

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/16/20 FILE NO. 2020-0266

BY WYN
EXHIBIT J

PARCEL 68-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 21620-21625 as shown in Arnold’s Subdivision in Plat Vol. D page 059 and being part of a 0.3228, 0.1983 and 0.3131 acre tracts as described in a deed to Greater Dayton Union Cooperative Initiative, Inc. in I.R. Deed 19-031134 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54--0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 of plat records of Montgomery County, Ohio (IR Plat 20-057103);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 3.34 feet to a point;

Thence South 55° 45’ 28” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the westerly right of way of Salem Avenue, being the northeasterly corner of said 0.3228 acre tract and the southeasterly corner of a 0.0321 acre tract as described in a deed to Powernet of Dayton in I.R. Deed 14-036474;

Thence South 54° 50’ 20” West, following the northerly line of said 0.3228 acre tract and the southerly line of said 0.0321 acre tract, for a distance of 1.00 foot to the True Place of Beginning of the parcel herein described;

Thence South 34° 14’ 32” East, passing through Lots 21620-21625, for a distance of 310.79 feet to a point;
EXHIBIT J

Thence passing through Lot 21625 along the arc of a curve to the right, having a radius of 15.00 feet, a delta of 124° 04’02”, a chord bearing of South 27° 47’ 38” West, a chord distance of 26.50 feet, for an arc length of 32.48 feet to a point on the northerly right of way of Superior Avenue;

Thence North 02° 32’ 48” East, passing through Lot 21625, for a distance of 29.06 feet to a point;

Thence North 34° 14’ 32” West, passing through Lots 21625-21621 and part of Lot 201620, for a distance of 299.84 feet to a point on the northerly line of said 0.3228 acre tract and the southerly line of said 0.0321 acre tract;

Thence North 54° 50’ 20” East, following the northerly line of said 0.3228 acre tract and the southerly line of said 0.0321 acre tract, for a distance of 6.00 feet to the True Place of Beginning and containing 2,146 square feet or 0.0493 acres of land, more or less, of which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07405 0008: 0.0055 acres
Parcel No. R72 07405 0009: 0.0054 acres
Parcel No. R72 07405 0012: 0.0028 acres
Parcel No. R72 07405 0071: 0.0055 acres
Parcel No. R72 07405 0072: 0.0055 acres
Parcel No. R72 07405 0073: 0.0246 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT K

PARCEL 69-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 84898 as shown in Record Plan New Horizon Plat in Plat book 228 page 14 and as described in a deed to New Horizon Properties, LLC in I.R. Deed18-006833 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 253 - 351);

Thence South 34° 14’ 32” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 174.82 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the southwesterly corner of said Lot 84898, being on the easterly right of way of Salem Avenue, the northerly line of Lot 7551 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and also the True Place of Beginning of the parcel herein described;

Thence North 34° 14’ 32” West, following the easterly right of way of Salem Avenue, for a distance of 135.03 feet to a 5/8” iron pin found, 0.74’ north;
EXHIBIT K

Thence continuing along said right of way on the arc of a curve to the right, having a radius of 15.00 feet, a delta of 89° 47' 57'', a chord bearing of North 10° 39' 26'' East, a chord distance of 21.18 feet, for an arc length of 23.51 feet to a 5/8'' iron pin found on the southerly right of way of Federal Street;

Thence passing through said Lot 84898 along the arc of a curve to the left, having a radius of 15.06 feet, a delta of 85° 38' 46'', a chord bearing of South 08° 40' 56'' West, a chord distance of 20.48, for an arc length of 22.52 feet to an iron pin set;

Thence South 34° 14' 32'' East, continuing through Lot 84898, for a distance of 135.03 feet to an iron pin set on the southerly line of lot 84898;

Thence South 55° 33' 53'' West, following the southerly line of Lot 84898, for a distance of 1.00 foot to the True Place of Beginning and containing 150 square feet or 0.0034 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0072, which Present Road Occupied is 0.00 acres of land.

All iron pin set are 5/8'' x 30'' rebar with a 'MS CONS. INC.' identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25'' East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

08/01/20

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/10/20 FILE NO. 2020-0206
BY [Signature]
PARCEL 69-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 84898 as shown in Record Plan New Horizon Plat in Plat book 228 page 14 and as described in a deed to New Horizon Properties, LLC in I.R. Deed18-006833 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, Inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 05103);

Thence South 34° 14’ 32” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 174.82 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the southwesterly corner of said Lot 84898, being on the easterly right of way of Salem Avenue, the northerly line of Lot 7551 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224;

Thence North 55° 33’ 53” East, following the southerly line of Lot 84898, for a distance of 1.00 foot to the True Place of Beginning of the parcel herein described;

Thence North 34° 14’ 32” West, passing through said Lot 84898, for a distance of 135.03 feet to a point;
EXHIBIT K

Thence continuing through said Lot 84898 along the arc of a curve to the right, having a radius of 15.06 feet, a delta of 85° 38' 46", a chord bearing of North 08° 40' 56" East, a chord distance of 20.48 feet, for an arc length of 22.52 feet to a point on the southerly right of way of Federal Street;

Thence North 55° 33' 25" East, following the southerly right of way of Federal Street, for a distance of 5.00 feet to a point;

Thence passing through said Lot 84898 along the arc of a curve to the left, having a radius of 15.00 feet, a delta of 89° 47' 58", a chord bearing of South 10° 39' 26" West, a chord distance of 21.18, for an arc length of 23.51 feet to a point;

Thence South 34° 14' 32" East, continuing through said Lot 84898, for a distance of 35.03 feet to a point;

Thence South 17° 12' 49" East, continuing through said Lot 84898, for a distance of 10.24 feet to a point;

Thence South 34° 14' 32" East, continuing through said Lot 84898, for a distance of 90.22 feet to a point on the southerly line of Lot 84898;

Thence South 55° 33' 53" West, following the southerly line of Lot 84898, for a distance of 1.00 foot to the True Place of Beginning and containing 314 square feet or 0.0072 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0072, which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT L

LPA RX 851 WD

Ver. Date 08/07/2020

PARCEL 70-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns,
reserves all existing rights of ingress and egress to and from any residual area (as used herein,
the expression “Grantor/Owner” includes the plural, and words in the masculine include the
feminine or neuter).

| Surveyor’s description of the premises follows |

Located in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lot 7551 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page
224 and being described in a deed to Glekstn, Inc. in I.R. Deed 03-103954 (All records are on
file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel
being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue,
being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 298+08.54–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book 235, Page 256 - A of plat records of Montgomery County, Ohio (IR Plat 2D - 057103);

Thence South 34° 14’ 32” East, following the centerline of survey and right of way of Salem
Avenue, for a distance of 174.82 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the
northerly line of said Lot 7551, the southwesterly corner of Lot 84898 as shown on Record Plan
New Horizon Plat in Plat book 228 page, being on the easterly right of way of Salem Avenue,
and also the True Place of Beginning of the parcel herein described;

Thence North 55° 33’ 53” East, following the northerly line of said Lot 7551, for a distance of
1.00 foot to an iron pin set;
EXHIBIT L

Thence South 34° 14’ 32” East, passing through said Lot 7551, for a distance of 50.00 feet to an iron pin set on the southerly line of said Lot 7551;

Thence South 55° 33’ 53” West, following the southerly line of said Lot 7551, for a distance of 1.00 foot to the easterly right of way of Salem Avenue;

Thence North 34° 14’ 32” West, following said right of way, for a distance of 50.00 feet to the **True Place of Beginning** and containing 50 square feet or 0.0012 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0004, which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

03/07/20

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/24/10 FILE NO. 2010-0266
BY Wadd Biv
EXHIBIT L

PARCEL 70-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 7551 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and being described in a deed to Gilekstn, Inc. in I.R. Deed 03-103954 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Federal Street and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 298+08.54-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 275, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 651103);

Thence South 34° 14’ 32” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 174.82 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the northerly line of said Lot 7551, the southwesterly corner of Lot 84898 as shown on Record Plan New Horizon Plat in Plat book 228 page, being on the easterly right of way of Salem Avenue;

Thence North 55° 33’ 53” East, following the northerly line of said Lot 7551, for a distance of 1.00 foot to the True Place of Beginning of the parcel herein described;

Thence North 55° 33’ 53” East, continuing along the northerly line of said Lot 7551, for a distance of 1.00 foot to a point;

Thence South 34° 14’ 32” East, passing through said Lot 7551, for a distance of 50.00 feet to a point on the southerly line of said Lot 7551;
Thence South 55° 33’ 53” West, following the southerly line of said Lot 7551, for a distance of 1.00 foot to a point;

Thence North 34° 14’ 32” West, passing through said Lot 7551, for a distance of 50.00 feet to the **True Place of Beginning** and containing 50 square feet or 0.0012 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0004, which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT M

PARCEL 71-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns,
reserves all existing rights of ingress and egress to and from any residual area (as used herein,
the expression "Grantor/Owner" includes the plural, and words in the masculine include the
feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lot 7550 as shown in Dayton View Barnett and Arnold's Subdivision in Plat Vol. A page
224 and being described in a deed to Robert Katz, Trustee of the Robert Management Trust
Dated April 20, 1961 in I.R. Deed 17-048413 (All records are on file at the Montgomery County
Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as
follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem
Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 302+20.64-0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 26 - 65 103);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem
Avenue, for a distance of 137.28 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the
southerly line of said Lot 7550, being on the easterly right of way of Salem Avenue, and also the
True Place of Beginning of the parcel herein described;

Thence North 34° 14’ 32” West, following said easterly right of way, for a distance of 50.00 feet
to the northerly line of said Lot 7550;
Thence North 55° 33’ 53” East, following the northerly line of said Lot 7550, for a distance of 1.00 foot to an iron pin set;

Thence South 34° 14’ 32” East, passing through said Lot 7550, for a distance of 50.00 feet to an iron pin set on the southerly line of said Lot 7550;

Thence South 55° 33’ 53” West, following the southerly line of said Lot 7550, for a distance of 1.00 foot to the True Place of Beginning and containing 50 square feet or 0.0012 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0005, which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT M

PARCEL 71-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 7550 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and being described in a deed to Robert Katz, Trustee of the Robert Management Trust Dated April 20, 1961 in I.R. Deed17-048413 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 302+20.64~0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - 1 of plat records of Montgomery County, Ohio (IR Plat 240 - 05711)6;

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 137.28 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the southerly line of said Lot 7550, being on the easterly right of way of Salem Avenue;

Thence North 55° 33’ 53” East, following the southerly line of said Lot 7550, for a distance of 1.00 foot to the True Place of Beginning of the parcel herein described;

Thence North 34° 14’ 32” West, passing through said lot 7550, for a distance of 50.00 feet to the northerly line of said Lot 7550;

Thence North 55° 33’ 53” East, following the northerly line of said Lot 7550, for a distance of 1.00 foot to a point;
Thence South 34° 26' 07" East, passing through said Lot 7550, for a distance of 50.00 feet to a point on the southerly line of said Lot 7550;

Thence South 55° 33’ 53” West, following the southerly line of said Lot 7550, for a distance of 1.17 feet to the True Place of Beginning and containing 54 square feet or 0.0012 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0005, which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559

08/07/20
EXHIBIT N

PARCEL 72-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns,
reserves all existing rights of ingress and egress to and from any residual area (as used herein,
the expression “Grantor/Owner” includes the plural, and words in the masculine include the
feminine or neuter).

|Surveyor's description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lots 7547-7549 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol.
A page 224 and being described in a deed to Gleksn, Inc. in DMF 99-101D03 (All records are
on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said
parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem
Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 302+20.64~0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book 235, Page 52 - of plat records of Montgomery County, Ohio (IR Plat 25 - 05-093);

Thence North 34° 14’ 32” West, following the centerline of survey and right of way of Salem
Avenue, for a distance of 59.63 feet to a point;

Thence North 55° 45’ 28” East, leaving said centerline, crossing the easterly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the
northeasterly corner of City of Dayton tract as described in DMF 97-531D1, being on the
easterly right of way of Salem Avenue, and also the True Place of Beginning of the parcel
herein described;

Thence North 34° 14’ 32” West, following said easterly right of way, for a distance of 77.64 feet
to the northerly line of said Lot 7549;
Thence North 55° 33' 53" East, following the northerly line of said Lot 7549, for a distance of 1.00 foot to an iron pin set;

Thence South 34° 14' 32" East, passing through said Lots 7549 and 7548, for a distance of 77.65 feet to an iron pin set;

Thence continuing through said Lots 7548 and 7547 along the arc of a curve to the left, having a radius of 25.00, a delta of 89° 58' 02", a chord bearing of South 79° 13' 39" East, a chord distance of 35.35, for an arc length of 39.26 feet to an iron pin set;

Thence South 55° 47' 14" West, following continuing through said Lot 7547, for a distance of 1.00 foot to a point of curvature;

Thence continuing through said Lots 7547 and 7548 along the arc of a curve to the right, having a radius of 25.00 feet, a delta of 89° 59' 24", a chord bearing of North 79° 13' 10" West, a chord distance of 35.35, for an arc length of 39.26 feet to the True Place of Beginning and containing 103 square feet or 0.0024 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0070, which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT N

PARCEL 72-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lots 7548-7549 as shown in Dayton View Barnett and Arnold's Subdivision in Plat Vol.
A page 224 and being described in a deed to Glekstn, Inc. in DMF 99-101D03 (All records are
on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said
parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem
Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 302+20.64-0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book C35, Page 522 - of plat records of Montgomery County, Ohio (IR Plat 20 - C1163);

Thence North 34° 14' 32" West, following the centerline of survey and right of way of Salem
Avenue, for a distance of 137.28 feet to a point;

Thence North 55° 45' 28" East, leaving said centerline, crossing the easterly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the
northerly line of said Lot 7549, being on the easterly right of way of Salem Avenue;

Thence North 55° 33' 53" East, following the northerly line of said Lot 7549, for a distance of
1.00 foot to the True Place of Beginning of the parcel herein described;

Thence North 55° 33' 53" East, continuing along said northerly line, for a distance of 6.50 feet to
a point;

Thence South 34° 14' 32" East, passing though said Lots 7549 and 7548, for a distance of 94.49
feet to a point;
EXHIBIT N

LPA RX 887 T

Thence continuing through said Lots along the arc of a curve to the right, having a radius of 25.00 feet, a delta of 42° 15' 59", a chord bearing of North 55° 22' 37" West, a chord distance of 18.03 feet, for an arc length of 18.44 feet to a point;

Thence North 34° 14' 32" West, continuing through said Lots for a distance of 77.65 feet to the True Place of Beginning and containing 580 square feet or 0.0133 acres of land, more or less, within Montgomery Auditor Parcel No. R72 06501 0070, which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by MS Consultants, Inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559

[Signature]

08/07/20
EXHIBIT O

LPA RX 851 WD

Ver. Date 08/07/2020

PARCEL 74-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 7541-7546 as shown in Dayton View Barnett and Arnold's Subdivision in Plat Vol. A page 224 and being described in a deed to The Board of Education of the Dayton City School District in D.B. 116 PG.195 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 308+20.93~0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book Z35, Page 522, of plat records of Montgomery County, Ohio (IR Plat Z35 -057103).

Thence North 34° 29’ 58” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 227.32 feet to a point;

Thence North 55° 30’ 02” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the southerly line of said Lot 7541, being on the easterly right of way of Salem Avenue, and also the True Place of Beginning of the parcel herein described;

Thence North 34° 29’ 58” West, following the easterly right of way of Salem Avenue and passing through said Lots 7541-7546, for a distance of 300.00 feet to the southerly right of way of Superior Avenue;
Thence North 55° 45' 54" East, following the southerly right of way of Superior Avenue, for a distance of 0.50 feet to an iron pin set;

Thence South 34° 29' 58" East, passing through said Lots 7546-7541, for a distance of 300.00 feet to an iron pin set on the southerly line of Lot 7541;

Thence South 55° 45' 56" West, following the southerly line of Lot 7541, for a distance of 0.50 feet to the True Place of Beginning and containing 150 square feet or 0.0036 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06504 0001: 0.0006 acres
Parcel No. R72 06504 0002: 0.0006 acres
Parcel No. R72 06504 0003: 0.0006 acres
Parcel No. R72 06504 0004: 0.0006 acres
Parcel No. R72 06504 0005: 0.0006 acres
Parcel No. R72 06504 0006: 0.0006 acres

All iron pin set are 5/8" x 30" rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 7541-7546 as shown in Dayton View Barnett and Arnold's Subdivision in Plat Vol. A page 224 and being described in a deed to The Board of Education of the Dayton City School District in D.B 116 PG.195 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 308+20.93–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 220 -c57163);

Thence North 34° 29' 58" West, following the centerline of survey and right of way of Salem Avenue, for a distance of 227.32 feet to a point;

Thence North 55° 30' 02" East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to the southerly line of said Lot 7541 and being on the easterly right of way of Salem Avenue;

Thence North 55° 45’ 56” East, following the southerly line of Lot 7541, for a distance of 0.50 feet to the True Place of Beginning of the parcel herein described;

Thence North 34° 29’ 58” West, passing through said Lots 7541-7546, for a distance of 300.00 feet to the southerly right of way of Superior Avenue;

Thence North 55° 45’ 54” East, following the southerly right of way of Superior Avenue, for a distance of 5.00 feet to a point;
EXHIBIT O

LPA RX 887 T

Thence South 34° 29’ 58” East, passing through said Lots 7546-7543, for a distance of 184.94 feet to a point;

Thence North 55° 30’ 02” East, continuing through Lot 7543, for a distance of 1.50 feet to a point;

Thence South 34° 29’ 58” East, continuing through Lots 7543-7541, for a distance of 115.07 feet to the southerly line of Lot 7541;

Thence South 55° 45’ 56” West, following the southerly line of Lot 7541, for a distance of 6.50 feet to the True Place of Beginning and containing 1,673 square feet or 0.0384 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06504 0001: 0.0057 acres
Parcel No. R72 06504 0002: 0.0057 acres
Parcel No. R72 06504 0003: 0.0057 acres
Parcel No. R72 06504 0004: 0.0063 acres
Parcel No. R72 06504 0005: 0.0075 acres
Parcel No. R72 06504 0006: 0.0075 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT P

PARCEL 76-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 7540 as shown in Dayton View Barnett and Arnold's Subdivision in Plat Vol. A page 224 and being described in a deed to Gregory Holoman Jr. in L.R. Deed 07-061702 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 308+20.93--0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 057 | 03);

Thence North 34° 29' 58" West, following the centerline of survey and right of way of Salem Avenue, for a distance of 227.32 feet to a point;

Thence North 55° 30' 02" East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the northerly line of said Lot 7540, being on the easterly right of way of Salem Avenue, and also the True Place of Beginning of the parcel herein described;

Thence North 55° 45' 56" East, following the northerly line of said Lot 7540, for a distance of 7.00 feet to a point;

Thence South 34° 29' 58" East, passing through said Lot 7540, for a distance of 50.00 feet to a point on the southerly line of Lot 7540;

Thence South 55° 45' 56" West, following the southerly line of Lot 7540, for a distance of 7.00 feet to the easterly right of way of Salem Avenue;
Thence North 34° 29' 58" West, following the easterly right of way, for a distance of 50.00 feet to the True Place of Beginning and containing 350 square feet or 0.0080 acres of land, more or less, within Montgomery Auditor Parcel R72 06504 0007 of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT Q

PARCEL 77-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 7538 and 7539 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and being described in a deed to 215 Salem Dolly Manor, LLC in I.R. Deed 17-058608 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 308+20.93-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 225, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 055711);

Thence North 34° 29’ 58” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 105.89 feet to a point;

Thence North 55° 30’ 02” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to a 5/8” iron pin found at southwesterly corner of said 215 Salem Dolly Manor tract, being on the easterly right of way of Salem Avenue, and also the True Place of Beginning of the parcel herein described;

Thence North 34° 29’ 58” West, following the easterly right of way of Salem Avenue, for a distance of 71.43 feet to the northerly line of said Lot 7539;
Thence North 55° 45' 56" East, following said northerly line, for a distance of 7.50 feet to an iron pin set;

Thence South 34° 29' 58" East, passing through said 215 Salem Dolly Manor tract, for a distance of 71.42 feet to an iron pin set on the southerly line of said 215 Salem Dolly Manor tract;

Thence South 55° 40' 54" West, following the southerly line of said tract, for a distance of 7.50 feet to the True Place of Beginning and containing 536 square feet or 0.0123 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06504 0008: 0.0060 acres
Parcel No. R72 06504 0009: 0.0026 acres
Parcel No. R72 06504 0010: 0.0037 acres

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT Q

PARCEL 77-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 7538 and 7539 as shown in Dayton View Barnett and Arnold’s Subdivision in Plat Vol. A page 224 and being described in a deed to 215 Salem Dolly Manor, LLC in I.R. Deed 17-058608 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 308+20.93–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 26 - 051103);

Thence North 34° 29’ 58” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 105.89 feet to a point;

Thence North 55° 30’ 02” East, leaving said centerline, crossing the easterly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to a 5/8” iron pin found at southwesterly corner of said 215 Salem Dolly Manor tract and on the easterly right of way of Salem Avenue;

Thence North 55° 40’ 54” East, following the southerly line of said 215 Salem Dolly Manor tract, for a distance of 7.50 feet to the True Place of Beginning of the parcel herein described;

Thence North 34° 29’ 58” West, passing through said tract, for a distance of 71.42 feet to the northerly line of said Lot 7539;

Thence North 55° 45’ 56” East, following said northerly line, for a distance of 7.00 feet to a point;
EXHIBIT Q

LPA RX 887 T

Thence South 34° 29’ 58” East, passing through said 215 Salem Dolly Manor tract, for a distance of 71.41 feet to a point on the southerly line of said 215 Salem Dolly Manor tract;

Thence South 55° 40’ 54” West, following the southerly line of said tract, for a distance of 7.00 feet to the True Place of Beginning and containing 500 square feet or 0.0114 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06504 0008: 0.0056 acres
Parcel No. R72 06504 0009: 0.0024 acres
Parcel No. R72 06504 0010: 0.0034 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT R

PARCEL 78-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lots 7537 and 7538 as shown in Dayton View Barnett and Arnold's Subdivision in Plat
Vol. A page 224 and being 0.3416 acres described in a deed to New Horizon Properties, LLC in
I.R. Deed 13-019360 (All records are on file at the Montgomery County Recorder's Office,
Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem
Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 308+20.93~0.00' Rt. as shown in MOT-Salem Avenue Recon - Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book755, Page 51 - A of plat records of Montgomery County, Ohio (IR Plat 2b - 659a3);

Thence North 34° 29’ 58” West, following the centerline of survey and right of way of Salem
Avenue, for a distance of 105.89 feet to a point;

Thence North 55° 30’ 02” East, leaving said centerline, crossing the easterly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 37.50 feet to a 5/8”
iron pin found at southwesterly corner of 0.3118 acres described in a deed to 215 Salem Dolly
Manor, LLC in I.R. Deed 17-058608 and being on the easterly right of way of Salem Avenue;

Thence North 55° 40’ 54” East, following the southerly line of said 215 Salem Dolly Manor tract
and the right of way of Salem Avenue, for a distance of 7.50 feet to the northwesterly corner of
said 0.3416 acres and being the True Place of Beginning of the parcel herein described;

Thence North 55° 40’ 54” East, following the northerly line of said 0.3416 acres, for a distance
of 5.00 feet to a point;
Thence South 34° 29' 58" East, passing through said 0.3416 acres, for a distance of 70.83 feet to a point;

Thence continuing through said 0.3416 acres along the arc of a curve to the left, having a radius of 10.00 feet, a delta of 90° 00' 47", a chord bearing of South 79° 30' 21" East, a chord distance of 14.14 feet, for an arc length of 15.71 feet to the northerly right of way of Plymouth Avenue;

Thence South 55° 29' 16" West, following the northerly right of way of Plymouth Avenue, for a distance of 15.00 feet to the intersection of the easterly right of way of Salem Avenue;

Thence North 34° 29' 58" West, following the easterly right of way of Salem Avenue, for a distance of 80.85 feet to the True Place of Beginning and containing 425 square feet or 0.0098 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 06504 0011: 0.0033 acres
Parcel No. R72 06504 0012: 0.0065 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT S
LPA RX 851 WD

VER. DATE 08/07/2020

PARCEL 79-WD
MOT-SALEMAVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns,
reserves all existing rights of ingress and egress to and from any residual area (as used herein,
the expression "Grantor/Owner" includes the plural, and words in the masculine include the
dominine or neuter).

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami
River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being
part of Lot No. 18 as shown on P. P. Lowe's Plat in Plat Book 3 page 47 and being 0.818 acres
described in a deed to Institute of Management and Resources, Inc. in I.R. Deed10-033706 (All
records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio)
and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem
Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a
centerline Sta. 308+20.93=0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of
Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat
Book 235, Page 52, of plat records of Montgomery County, Ohio (IR Plat 25 - 8s7t103);

Thence South 34° 20’ 51” East, following the centerline of survey and right of way of Salem
Avenue, for a distance of 250.65 feet to a point;

Thence South 55° 39’ 09” West, leaving said centerline, crossing the westerly right of way of
Salem Avenue and perpendicular to the previous course, for a distance of 44.64 feet to the
intersection of the westerly right of way of Salem Avenue and the northerly right of way of
Edgewood Avenue and being the True Place of Beginning of the parcel herein described;

Thence North 89° 46’ 36” West, following the northerly right of way of Edgewood Avenue, for a
distance of 25.47 feet to an iron pin set;
EXHIBIT S
LPA RX 851 WD
Rev. 06/09

Thence passing through said 0.818 acres along the arc of a curve to the left, having a radius of 13.50 feet, a delta of 123° 23' 19", a chord bearing of North 27° 12' 11", East, a chord distance of 23.78 feet, for an arc length of 29.08 feet to an iron pin set on the westerly right of way of Salem Avenue;

Thence South 34° 29' 58" East, following the westerly right of way of Salem Avenue, for a distance of 25.78 feet to the True Place of Beginning and containing 150 square feet or 0.0034 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07408 0024: 0.0000 acres
Parcel No. R72 07408 0025: 0.0000 acres
Parcel No. R72 07408 0026: 0.0034 acres

All iron pin set are 5/8" x 30" rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

STATE OF OHIO
COUNTY OF MONROE
PROFESSIONAL SURVEYOR

PAUL W. GRUNER, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
APPROVED FOR POINT OF BEGINNING,
ACREAGE AND CLOSURE ONLY
DATE 9/24/20 FILE NO. 2020-0266
BY

[Stamp]
EXHIBIT S

PARCEL  79-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot No. 18 as shown on P. P. Lowe's Plat in Plat Book 3 page 47 and being 0.818 acres described in a deed to Institute of Management and Resources, Inc. in I.R. Deed 10-033706 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Plymouth Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 308+20.93–0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by m/s consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 0374);

Thence South 34° 20' 51” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 250.65 feet to a point;

Thence South 55° 39’ 09” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 44.64 feet to the intersection of the westerly right of way of Salem Avenue and the northerly right of way of Edgewood Avenue;

Thence North 89° 46’ 36” West, following the northerly right of way of Edgewood Avenue, for a distance of 25.47 feet to the True Place of Beginning of the parcel herein described;

Thence North 89° 46’ 36” West, continuing along the northerly right of way of Edgewood Avenue, for a distance of 2.62 feet to a point;

Thence passing through said 0.818 aces for the following three (3) courses and distances;
EXHIBIT A

1. North 00° 13' 24" East, for a distance of 9.84 feet to a point;
2. North 35° 40' 15" East, for a distance of 12.21 feet to a point;
3. North 34° 20' 51" West, for a distance of 146.41 feet to the northerly line of said 0.818 acres and the southerly line of 0.2127 acres described to Senior Resource Connection in I.R. Deed 05-070741;

Thence North 89° 55' 20" East, following the northerly line of said 0.818 acres, for a distance of 6.81 feet to the westerly right of way of Salem Avenue;

Thence South 34° 29' 58" East, following the westerly right of way of Salem Avenue, for a distance of 145.01 feet to a point;

Thence passing through said 0.818 acres along the arc of a curve to the right, having a radius of 13.50 feet, a delta of 123° 23' 19", a chord bearing of South 27° 12' 11" West, a chord distance of 23.78 feet, for an arc length of 29.08 feet to the True Place of Beginning and containing 1,088 square feet or 0.0249 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07408 0024: 0.0077 acres
Parcel No. R72 07408 0025: 0.0054 acres
Parcel No. R72 07408 0026: 0.0118 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT T

PARCEL 81-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 10904 & 10905 as shown on Finkenscher’s Subdivision in Plat Vol. B page 59 and being described in a deed to Oni Advertising, Inc. I.R. Deed 14-057993 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Edgewood Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 310+17.03--0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20-057103);

Thence South 34° 20’ 51” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 1.03 feet to a point;

Thence South 55° 39’ 09” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 42.56 feet to the intersection of the westerly right of way of Salem Avenue and the southerly right of way of Edgewood Avenue and being the True Place of Beginning of the parcel herein described;

Thence South 34° 20’ 51” East, following the westerly right of way of Salem Avenue and passing through said Lot 10905, for a distance of 50.00 feet to the southerly line of said Lot 10905;
EXHIBIT T

Thence South 55° 39’ 09” West, continuing along said right of way and through Lot 10904, for a distance of 2.44 feet to an iron pin set;

Thence North 34° 20’ 51” West, passing through said Lots 10904 and 10905, for a distance of 51.68 feet to an iron pin set on the southerly right of way of Edgewood Avenue;

Thence South 89° 46’ 36” East, following the southerly right of way of Edgewood Avenue, for a distance of 2.97 feet to the True Place of Beginning and containing 124 square feet or 0.003 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07409 0018: 0.003 acres
Parcel No. R72 07409 0019: 0.000 acres
Parcel No. R72 07409 0020: 0.000 acres

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
PARCEL  81-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 10904 & 10905 as shown on Finkensher's Subdivision in Plat Vol. B page 59 and being described in a deed to Oni Advertising, Inc. I.R. Deed 14-057993 (All records are on file at the Montgomery County Recorder's Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Edgewood Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 310+17.03--0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20-051103);

Thence South 34° 20' 51” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 99.35 feet to a point;

Thence South 55° 39' 09” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the southerly line of said Lot 10904, being on the westerly right of way of Salem Avenue and also the True Place of Beginning of the parcel herein described;

Thence North 89° 47' 41” West, following the southerly line of Lot 10904, for a distance of 6.07 feet to a point;

Thence North 34° 20' 51” West, passing through said Lots 10904 and 10905, for a distance of 85.02 feet to a point;

Thence North 00° 56' 03” West, continuing through Lot 10905, for a distance of 8.20 feet to a point;
Thence North 58° 13' 01" West, continuing through Lot 10905, for a distance of 7.91 feet to the southerly right of way of Edgewood Avenue;

Thence South 89° 46' 36" East, following the southerly right of way of Edgewood Avenue, for a distance of 4.48 feet to a point;

Thence South 34° 20' 51" East, passing through Lots 10905 and 10904, for a distance of 100.00 to the True Place of Beginning and containing 463 square feet or 0.0106 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07409 0018: 0.0049 acres
Parcel No. R72 07409 0019: 0.0017 acres
Parcel No. R72 07409 0020: 0.0040 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT U

PARCEL  82-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

|Surveyor's description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lots 10903 as shown on Finkensher’s Subdivision in Plat Vol. B page 59 and being described in a deed to L. Anthony Fussnecker in DMF 93-757E01 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Edgewood Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 310+17.03–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 26 - 657189);

Thence South 34° 20’ 51” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 99.35 feet to a point;

Thence South 55° 39’ 09” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the northerly line of said Lot 10903, being on the westerly right of way of Salem Avenue and also the True Place of Beginning of the parcel herein described;

Thence South 34° 20’ 51” East, following the westerly right of way of Salem Avenue and passing through said Lot 10903, for a distance of 50.00 feet to the southerly line of Lot 10903;

Thence North 89° 48’ 13” West, following the southerly line of Lot 10903, for a distance of 0.68 feet to a point;

Thence North 34° 11’ 09” West, passing through Lot 10903, for a distance of 49.91 feet to the northerly line of Lot 10903;
EXHIBIT U

LPA RX 887 T

Thence South 89° 47' 41" East, following the northerly line of Lot 10903, for a distance of 0.51 feet to the True Place of Beginning and containing 24 square feet or 0.0006 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07409 0021: 0.0004 acres
Parcel No. R72 07409 0022: 0.0002 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT V
PARCEL 83-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 10902 as shown on Finkenscher’s Subdivision in Plat Vol. B page 59 and being described in a deed to Anthony Fussnecker in I.R. Deed 07-014532 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Edgewood Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 310-17.03--0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20-105103):

Thence South 34° 20’ 51” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 199.36 feet to a point;

Thence South 55° 39’ 09” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the southerly line of said Lot 10902, being on the westerly right of way of Salem Avenue and also the True Place of Beginning of the parcel herein described;

Thence North 89° 49’ 16” West, following the southerly line of said Lot 10902, for a distance of 12.14 feet to a point;

Thence North 34° 20’ 15” West, passing through said Lot 10902, for a distance of 50.01 feet to the northerly line of said Lot 10902;

Thence South 89° 48’ 13” East, following the northerly line of said Lot 10902, for a distance of 12.14 feet to the westerly right of way of Salem Avenue;
EXHIBIT V

Thence South 34° 20’ 51” East, following the westerly right of way of Salem Avenue and passing through said Lot 10902, for a distance of 50.00 feet to the True Place of Beginning and containing 500 square feet or 0.011 acres of land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07409 0023: 0.010 acres
Parcel No. R72 07409 0024: 0.001 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by mc consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]
08/07/20
EXHIBIT W

PARCEL  84-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 10901 and vacated alley as shown on Finkensher’s Subdivision in Plat Vol. B page 59, part of Lots 9496-9498 as shown on E. Stutsman’s Subdivision in Plat Vol. A page 299 and part of Lot 34 as shown on P. P. Lowe’s Plat in Plat Vol. 3 page 47 and being described in a deeds to Omega Baptist Church in I.R. Deed-01-051947, DMF 99-101601 and I.R. Deed 00-000282 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Edgewood Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 310+17.03~0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - B of plat records of Montgomery County, Ohio (IR Plat 20 - 051803);

Thence South 34° 20’ 51” East, following the centerline of survey and right of way of Salem Avenue, for a distance of 199.36 feet to a point;

Thence South 55° 39’ 09” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 45.00 feet to the northerly line of said Lot 10901, being on the westerly right of way of Salem Avenue and also the True Place of Beginning of the parcel herein described;

Thence South 34° 20’ 51” East, following the westerly right of way of Salem Avenue, for a distance of 272.54 feet to a point;

Thence continuing along said right of way along the arc of a curve to right, having a radius of 12.00 feet, a delta of 124° 11’ 48”, a chord bearing of South 27° 56’ 04” West, a chord distance of 21.21, for an arc length of 26.01 feet to the northerly right of way of Holt Street;
Thence North 89° 49’ 51” West, following the northerly right of way of Holt Street, for a
distance of 7.59 feet to a point;

Thence passing through said Lot 16 along the arc of a curve to the left, having a radius of 15.00
feet, a delta of 124° 31’00”, a chord bearing of North 27° 54’ 39” East, a chord distance of 26.55
feet, for an arc length of 32.60 feet to a point;

Thence North 34° 20’ 51” West, continuing through said Lot 16, for a distance of 18.23 feet to
the southerly line of said Lot 9496;

Thence South 89° 56’ 58” West, following the southerly line of said Lot 9496, for a distance of
4.20 feet to a point;

Thence North 34° 20’ 15” West, passing through said Lots 9496-9498, vacated alley and Lot
10901, for a distance of 248.59 feet to the northerly line of said Lot 10901;

Thence South 89° 49’ 16” East, following the northerly line of said Lot 10901, for a distance of
6.07 feet to the True Place of Beginning and containing 1,381 square feet or 0.032 acres of
land, more or less, which Present Road Occupied is 0.000 acres of land.

Montgomery Auditor Parcel Acreage Breakdown:
Parcel No. R72 07409 0025: 0.007 acres
Parcel No. R72 07409 0037: 0.001 acres
Parcel No. R72 07409 0038: 0.007 acres
Parcel No. R72 07409 0039: 0.006 acres
Parcel No. R72 07409 0040: 0.008 acres
Parcel No. R72 07409 0041: 0.003 acres

The bearings for this description are based on the centerline of alignment of Salem Avenue
between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25”
East as established by an actual field survey performed by ms consultants, inc. in October, 2019.
The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North

The above description was prepared under the direction and supervision by Chad S. Snow,
Registered Professional Surveyor No. 8559.
Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of the Condominium Plan of Salem Terrace Condominium as shown in Plat Book 106 page 87 and being described in a deed to the Salem Terrace Owners Association in DMF 80-365A11 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the point of curvature along Salem Avenue, 0.39 feet south of the centerline intersection with Holt Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 315+73.38–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 – 05103);

Thence North 34° 20’ 51” West, following the centerline of survey and right of way of Salem Avenue, for a distance of 7.87 feet to a point;

Thence South 55° 39’ 09” West, leaving said centerline, crossing the westerly right of way of Salem Avenue and perpendicular to the previous course, for a distance of 54.99 feet the southerly right of way of Holt Street and being the True Place of Beginning of the parcel herein described;

Thence South 89° 49’51” East, following the southerly right of way of Holt Street, for a distance of 3.19 feet to the westerly right of way of Salem Avenue;

Thence following said westerly right of way along the arc of a curve to the right, having a radius of 17.00 feet, a delta of 55° 18’ 11”, a chord bearing of South 62° 10’ 46” East, a chord distance of 15.78 feet, for an arc length of 16.41 feet to a point;
EXHIBIT X

Thence South 34° 19’ 21” East, continuing along said right of way, for a distance of 72.62 feet to a point;

Thence continuing with said right of way along the arc of a curve to right, having a radius of 45.00 feet, a delta of 53° 43’ 30”, a chord bearing of South 00° 08’ 32” East, a chord distance of 40.67 feet, for an arc length of 42.20 feet to the northerly right of way of W. Riverview Avenue;

Thence South 26° 40’ 03” West, following the northerly right of way of W. Riverview Avenue, for a distance of 14.80 feet to a point;

Thence passing through said Salem Terrace for the following three (3) courses and distances;

1. North 12° 12’ 17” West, for a distance of 7.83 feet to a point;
2. North 17° 52’ 38” East, for a distance of 28.91 feet to a point;
3. North 34° 19’ 21” West, for a distance of 104.22 feet to the True Place of Beginning
   and containing 1,162 square feet or 0.027 acres of land, more or less, within Montgomery Auditor Parcel R72 50402 0010 of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
EXHIBIT Y

PARCEL 86-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

|Surveyor’s description of the premises follows|

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of River Corridor Condominium as shown in Plat Book 106 page 42 and being described in deeds to Maharg Realty Inc. in DMF 78-553A01 and DMF 93-068A10 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of W. Riverview Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 317+10.92~0.00' Rt. and centerline station along W. Riverview as 3+32.03~0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 235 -057163);

Thence following the centerline of W. Riverview Avenue along the arc of a curve to right, having a radius of 674.07 feet, a delta of 12° 05’ 47”, a chord bearing of North 42° 23’ 20” East, a chord distance of 142.05 feet, for an arc length of 142.31 feet to a point;

Thence North 48° 26’ 14” East, continuing along the centerline of W. Riverview Avenue, for a distance of 30.30 feet to a point;

Thence North 41° 33’ 46” West, leaving said centerline, crossing the northerly right of way of W. Riverview Avenue and perpendicular to the previous course, for a distance of 34.83 feet to
the northerly right of way of W. Riverview Avenue and the southwesterly corner of said River Corridor Condominium and being the True Place of Beginning of the parcel herein described; Thence North 30° 19' 58" West, following the westerly line of said River Corridor, for a distance of 2.54 feet to an iron set;

Thence North 48° 56' 28" East, passing through said River Corridor, for a distance of 89.47 feet to an iron set on the westerly right of way of a 12 foot alley as shown in William’s Plat in Plat Vol. B page 358;

Thence South 30° 34’ 05” East, following the westerly line of said alley, for a distance of 2.54 feet to the northerly right of way of W. Riverview Avenue;

Thence South 48° 56’ 28” West, following said northerly right of way, for a distance of 89.48 feet to the True Place of Beginning and containing 223 square feet or 0.005 acres of land, more or less, within Montgomery Auditor Parcel No. R72 50316 0032 of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
PARCEL  86-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of River Corridor Condominium as shown in Plat Book 106 page 42 and being described in deeds to Maharg Realty Inc. in DMF 78-553A01 and DMF 93-068A10 (All records are on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of W. Riverview Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 317+10.92-0.00' Rt. and centerline station along W. Riverview as 3+32.03-0.00' Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52 - A of plat records of Montgomery County, Ohio (IR Plat 20 - 05113);

Thence following the centerline of W. Riverview Avenue along the arc of a curve to right, having a radius of 674.07 feet, a delta of 12° 05’ 47”, a chord bearing of North 42° 23’ 20” East, a chord distance of 142.05 feet, for an arc length of 142.31 feet to a point;

Thence North 48° 26’ 14” East, continuing along the centerline of W. Riverview Avenue, for a distance of 30.30 feet to a point;

Thence North 41° 33’ 46” West, leaving said centerline, crossing the northerly right of way of W. Riverview Avenue and perpendicular to the previous course, for a distance of 34.83 feet to the northerly right of way of W. Riverview Avenue and the southwesterly corner of said River Corridor Condominium;

Thence North 30° 19’ 58” West, following the westerly line of said River Corridor, for a distance of 2.54 feet to the True Place of Beginning of the parcel herein described;
EXHIBIT Y

LPA RX 887 T

Thence North 30° 19' 58" West, continuing along the westerly line of said River Corridor, for a distance of 7.12 feet to a point;

Thence North 48° 56' 28" East, passing through said River Corridor, for a distance of 89.44 feet to a point on the westerly right of way of a 12 foot alley as shown in William’s Plat in Plat Vol. B page 358;

Thence South 30° 34' 05" East, following the westerly line of said alley, for a distance of 7.12 feet to a point;

Thence South 48° 56' 28" West, passing through said River Corridor, for a distance of 89.47 feet to the True Place of Beginning and containing 626 square feet or 0.014 acres of land, more or less, within Montgomery Auditor Parcel No. R72 50316 0032 of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16' 25" East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.

[Signature]

08/07/20
EXHIBIT Z

LPA RX 851 WD

PARCEL 68A-WD
MOT-SALEM AVENUE RECON - PHASE 2
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression “Grantor/Owner” includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor’s description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 85114 as shown in Record Plan Gem City Market in Plat Book 234 page 60 and as described in a deed to Dayton Metropolitan Housing Authority in I.R. Deed 20-0006834 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 302+20.64-0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52-52A of plat records of Montgomery County, Ohio (IR Plat 20-0057103);

Thence South 89° 49’ 48” West, following the centerline of survey and right of way of Superior Avenue, for a distance of 137.28 feet to a point;

Thence North 00° 10’ 12” West, leaving said centerline, crossing the northerly right of way of Superior Avenue and perpendicular to the previous course, for a distance of 37.50 feet to an iron pin set on the northerly right of way of Superior Avenue, being on the southerly line of said Lot 85114 and also the True Place of Beginning of the parcel herein described;

Thence passing through Lot 85114 along the arc of a curve to the left, having a radius of 15.00 feet, a delta of 124° 04’02”, a chord bearing of North 27° 47’ 38” East, a chord distance of 26.50 feet, for an arc length of 32.48 feet to an iron pin set;
Thence North 34° 14’ 32” West, passing through said Lot 85114, for a distance of 230.77 feet to an iron pin set on the northerly line of said Lot 85114 and the southerly line of Lot 85113 of said Gem City Market;

Thence North 54° 50’ 20” East, following the northerly line of said Lot 85114 and the southerly line of said Lot 85113, for a distance of 1.00 foot to the westerly line of Salem Avenue;

Thence South 34° 14’ 32” East, following the westerly right of way of Salem Avenue, for a distance of 19.49 feet to a 5/8” iron pin found at a corner of said Lot 85114;

Thence North 54° 34’ 27” East, continuing along said right of way, for a distance of 5.00 feet to a corner of said Lot 85114;

Thence South 34° 14’ 32” East, continuing along said right of way, for a distance of 215.52 feet to the right of way return of the northerly line of Superior Avenue;

Thence following said right of way return along the arc of a curve to the right, having a radius of 15.00 feet, a delta of 124° 04’02”, a chord bearing of South 27° 47’ 38” West, a chord distance of 26.50 feet, for an arc length of 32.48 feet to the northerly right of way of Superior Avenue;

Thence South 89° 49’ 48” West, following the northerly right of way of Superior Avenue, for a distance of 7.24 feet to the True Place of Beginning and containing 1,470 square feet or 0.0337 acres of land, more or less, within Montgomery Auditor Parcel No. R72 07405 0092 of which Present Road Occupied is 0.000 acres of land.

All iron pin set are 5/8” x 30” rebar with a ‘MS CONS. INC.’ identifying cap.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
PARCEL 68A-T
MOT-SALEM AVENUE RECON - PHASE 2
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
GRADING & DRIVE IMPROVEMENTS
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF DAYTON, MONTGOMERY COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in Section 28, Township 2, Range 6 East of the Congress Lands West of the Miami River, located in the City of Dayton, County of Montgomery and the State of Ohio, and being part of Lot 85114 as shown in Record Plan Gem City Market in Plat Book 234 page 60 and as described in a deed to Dayton Metropolitan Housing Authority in I.R. Deed 20-0006834 (All Records on file at the Montgomery County Recorder’s Office, Montgomery County, Ohio) and said parcel being more fully described as follows:

Commencing at a Survey Mag Nail set at the intersection of Superior Avenue and Salem Avenue, being on the centerline of survey and right of way of Salem Ave., R/W varies, having a centerline Sta. 302+20.64–0.00’ Rt. as shown in MOT-Salem Avenue Recon – Phase 2 Right of Way plans prepared by ms consultants, inc. for the City of Dayton and recorded in Plat Book 235, Page 52-52A of plat records of Montgomery County, Ohio (IR Plat 20-0057103);

Thence South 89° 49’ 48” West, following the centerline of survey and right of way of Superior Avenue, for a distance of 137.28 feet to a point;

Thence North 00° 10’ 12” West, leaving said centerline, crossing the northerly right of way of Superior Avenue and perpendicular to the previous course, for a distance of 37.50 feet to an iron pin set on the northerly right of way of Superior Avenue, being on the southerly line of said Lot 85114 and also the True Place of Beginning of the parcel herein described;

Thence North 02° 32’ 48” East, passing through said Lot 85114, for a distance of 29.06 feet to a point;

Thence North 34° 14’ 32” West, continuing through said Lot 85114, for a distance of 219.83 feet to a point on the northerly line of said Lot 85114 and the southerly line of Lot 85113 of said Gem City Market;
Thence North 54° 50’ 20” East, following the northerly line of said Lot 85114, for a distance of 6.00 feet to a point;

Thence South 34° 14’ 32” East, passing through said Lot 85114, for a distance of 230.77 feet to a point;

Thence continuing through said Lot 85114 along the arc of a curve to the right, having a radius of 15.00 feet, a delta of 124° 04’02”, a chord bearing of South 27° 47’ 38” West, a chord distance of 26.50 feet, for an arc length of 32.48 feet to the True Place of Beginning and containing 1,666 square feet or 0.0383 acres of land, more or less, within Montgomery Auditor Parcel No. R72 07405 0092 of which Present Road Occupied is 0.000 acres of land.

The bearings for this description are based on the centerline of alignment of Salem Avenue between the intersections of North Avenue and W. Grand Avenue as being South 34° 16’ 25” East as established by an actual field survey performed by ms consultants, inc. in October, 2019. The bearings are based on the Ohio State Plane Coordinate System, South Zone and the North American Datum of 1983 (2011).

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559.
AN ORDINANCE

Amending the Official Zoning Map to Establish Planned Development-182 for 4.91 acres at the southeast corner of South Main Street and East Stewart Street and Declaring an Emergency.

WHEREAS, Mark Thurnauer of Champlin Architecture has requested that Planned Development-182 ("PD-182") be established for 4.91 acres at the southeast corner of South Main Street and East Stewart Street; and

WHEREAS, PD-182 is being established to allow for a performing arts center with associated regulations and standards; and

WHEREAS, The Plan Board, on July 13, 2021, in Case PLN2021-00282, held a public hearing on this zoning map amendment request; and

WHEREAS, The applicant has requested a public hearing at City Commission within 20 days of the Plan Board decision;

WHEREAS, To allow work to begin on this development as soon as possible and to provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

BE IT ORDAINED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. PD-182 is established for approximately 4.91 acres at the southeast corner of South Main Street and East Stewart Street, the specific boundaries of which are shown in Exhibit A. All property within the boundaries of PD-182 shall have a Planned Development overlay. The City’s official Zoning Map shall be redrawn to reflect the establishment of PD-181.

Section 2. The property described in Section 1 of this ordinance, PD-182, is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as PD-182.

Section 3. This Planned Development is primarily intended to allow for the construction of a performing arts center with the associated submitted site plans, indicated in Exhibit B.

Development Plan:
This Planned Development allows for a performing arts center and a band practice field, along with an associated landscape plan.
The property within the boundaries of this Planned Development is subject to the conditions and land use controls set forth below.

**Phasing and Final Approval:**
This Planned Development shall incorporate the Final Plan approval for a performing arts center and band practice field, the plans and design for which are shown in the submitted documents. Alternate land uses not shown on the submitted plans shall proceed through the process set forth in 150.350 of the Zoning Code and shall be brought before Plan Board for Final Plan approval. That Final Plan shall also act as the campus General Development Plan for the area within these Planned Development boundaries. Alternate uses shall be subject to the use and design standards set forth in the zoning code for the underlying zoning district.

**Permitted Uses:**
The performing arts center and band practice field are the permitted uses associated with this planned development and final plan. Any other uses shall be subject to a new Final Plan for review and approval, as well as the underlying zoning district.

**Site and Building Design:**
The site shall be developed as indicated on the submitted plans, except where modified in these Planned Development standards.

Screening and enclosure of trash, recycling, and grease containers shall conform with 150.800.10, Screening of Accessory Uses, of the Zoning Code, so as not to be visible from the public right-of-way or adjoining properties.

Rooftop mechanical equipment shall be screened from view from the public right-of-way and adjoining residential properties. Where necessary because of sight lines, such screening may be accomplished through the use of parapet walls, roof mounted screens or other devices approved by the Zoning Administrator.

In addition to the five bicycle parking “U” racks to the southeast of the building indicated on the submitted site plan, at least three such racks shall be installed to the northwest of the performing arts center, in the area of the pedestrian plaza at the southeast corner of South Main Street and East Stewart Street.

The multi-use path shall continue uninterrupted, on a level plane, across the E. Stewart Street curb cut.

Removable bollards shall be installed to restrict East Stewart Street access to when only necessary for emergencies and/or deliveries and
signage shall be installed to express this restriction. The final quantity and locations of bollards and signage shall be subject to approval by the Director of the Department of Planning and Community Development prior to installation.

Building plans including scale, massing, materials, and fenestration shall only be constructed in compliance with the submitted plans, unless modified through permitted adjustments allowed for in these standards.

**Site Drainage:**
Site drainage shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.

**Maintenance:**
The property owner and/or lessee shall maintain in perpetuity all fencing, screening, landscaping, and ground surfaces in good condition and keep them neat and orderly in appearance and free of refuse, debris, and weeds. All damaged fencing, screening, and landscaping, and ground surfaces shall be removed, repaired, or replaced within thirty (30) days or in an acceptable timeframe as determined by the Zoning Administrator.

**Plan Adjustment and Interpretation:**
Minor adjustments to this Planned Development may be made per 150.350 of the Zoning Code.

The Plan Board may interpret and make modifications to the provisions of this Planned Development, provided that such interpretations and modifications are in substantial conformity with the intent, purpose, and overall design concept of this development.
Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

Passed by the Commission ................. SEPTEMBER 8 ................., 2021

Signed by the Mayor ...................... SEPTEMBER 8 ................., 2021

[Signature]
Mayor of the City of Dayton, Ohio

Attest:

[Signature]
Clerk of the Commission

Approved as to form:

[Signature]
City Attorney