

**MERCHANT STREET APARTMENTS & TOWNHOMES  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS**

---

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS (“Declaration”) is made this \_\_\_ day of May, 2024, by **TRINITY SQUARE HOLDINGS LLC**, an Ohio limited liability company (“Developer”) under the following circumstances:

A. Developer is the owner of certain parcels of land in City of Springdale, Hamilton County, Ohio as more particularly described in **Exhibit A** attached hereto and made a part hereof (the “Property”).

B. Developer intends to cause the Property to be developed as an integrated residential townhome and multi-family apartment project, with such projects having certain shared common open space as further described herein.

C. In order to accommodate the integrated development and operation of the above-described project, the Developer desires that the Property be held, sold, and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in this Declaration.

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer declares that the Property shall be held, sold, and conveyed subject to this Declaration.

This Declaration and all amendments hereto (a) shall be, and shall be construed as, covenants running with the land, (b) shall be binding upon the Declarant, its successors and assigns, and each other “Owner” (as hereinafter defined) and all claiming by, through or under each Owner, and (c) shall (regardless of whether or not any such beneficiary owns an interest

in any Parcel) inure to the benefit of and be enforceable by the Owner and all parties claiming by, through or under such Owner of any Parcel.

## ARTICLE I

### DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the following words shall mean respectively:

City. “City” means the City of Springdale, Ohio, an Ohio municipal corporation, or any of its agencies.

Common Open Space. “Common Open Space” means those areas indicated on the Common Open Space Plan as “Common Open Space” that are reserved for the use and enjoyment of the residents of the apartment and townhome units on the Property. The Common Open Space includes the land, landscaping, walkway, signage, and other appurtenances located in such areas.

Common Open Space Plan. “Common Open Space Plan” means the plan attached hereto as **Exhibit B** and made a part hereof showing the approximate boundaries of the Property and the Common Open Space.

Declaration. “Declaration” means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as the same may from time to time be amended.

Development Period. “Development Period” means the period commencing on the date of this Declaration and expiring on the earlier to occur of (a) the date that is thirty (30) years hereafter, or (b) the date Developer records in the office of the Recorder of Hamilton County, Ohio, a notice that neither it nor any entity affiliated with Developer owns any portion of any Parcel and no longer has any interest in any portion of any Parcel as a result of obligations related to the tax increment financing affecting any Parcel or otherwise. Developer shall, promptly upon the occurrence of the events described in clause (b), record a notice in the Hamilton County, Ohio Recorder’s office indicating that the Development Period has so expired.

Owner. “Owner” means, the owner of record from time to time of all or any part of any Parcel.

Parcel. The term “Parcel” or “Parcels” shall mean each separately identified parcel of real property now constituting a part of the Property and any future subdivisions thereof,

provided, however, Developer shall have the right to reserve unto itself some or all of its rights under this Declaration for the benefit of one or more Parcels, all as described in this Declaration.

Project. "Project" and "Merchant Street Apartments & Townhomes" mean the Property and all Structures or other improvements now or hereafter located thereon.

PUD Plan. "PUD Plan" means the development plan for the Project as approved by the City pursuant to City of Springdale Ordinance No. 15-2021, a copy of which is attached hereto as **Exhibit C** ("Ordinance), as the same may be modified with approval from the City from time to time.

Service Agreements. "Service Agreements" mean those certain Service Agreements affecting the Property as approved by the City of Springdale by Ordinance No. 26-2021, and as recorded in OR 14565 PG 2080 of the Hamilton County, Ohio Records, as the same have been or may be modified from time to time, affecting the Property.

Stormwater Detention Facility. "Stormwater Detention Facility" means that certain underground stormwater detention basin and appurtenances thereto, including, without limitation, an underground detention vault and underground stormwater pipes and lines, located on the Property and as described in the Stormwater Easement Agreement (as defined below).

Stormwater Easement Agreement. "Stormwater Easement Agreement" means, collectively, that certain Deed of Easement recorded in Deed Book 4199, page 1967, as amended by that certain Amendment to Deed of Easement recorded in Deed Book 4219, page 1173, both of the Hamilton County, Ohio, Official Record.

Structure. "Structure" means any building, improvement or other structure now or hereafter located on any Parcel and intended to be occupied. The term "Structure", as used herein, shall not include the Stormwater Detention Facility.

## **ARTICLE II**

### **GENERAL RESTRICTIONS**

The following restrictions shall apply to the Property:

2.1 Use. No noxious or offensive activity (including the operation of a garbage plant, rendering plant, junk yard or slaughterhouse) shall be conducted on any Parcel nor shall anything be done thereon which may become or create an annoyance or nuisance (by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke, or noise) or which violates the then existing PUD Plan.

2.2 Setback Lines; Density and Other Building Requirements; PUD. All Structures constructed on any Parcel shall also comply with all setback and density requirements imposed by the applicable zoning code and the PUD Plan as then in effect. During the Development Period, any modification to the PUD Plan shall require Developer's and the City's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned, along with the prior written approval of the Owner of each Parcel affected by such modification, which approval shall not be unreasonably withheld, delayed, or conditioned.

2.3 Parking and Landscaping. Certain areas between the building lines and property lines shall be used either for landscaping and green areas or for off-street surfaced parking areas. All such areas shall comply with the requirements imposed by the applicable zoning code and the PUD Plan as then in effect. Landscaped and parking areas shall be properly maintained thereafter by the then Owner of the Parcel on which such areas are located in a well-kept condition, reasonably free of potholes and otherwise in a condition consistent with first-class developments, including such areas designated to be Common Open Space.

2.4 Waste and Refuse. No waste materials or refuse shall be dumped upon or permitted to remain on any part of any Parcel outside the Structures constructed thereon. Dumpsters shall be effectively screened from view from any adjacent street, in conformance with the PUD Plan.

2.5 Maintenance. The then Owner of any portion of any Parcel must at all times keep such portion of such Parcel in attractive and wholesome condition and comply in all respects with the PUD Plan and all governmental health and police requirements and will contain and remove at its own expense any trash or rubbish of any character whatsoever which may accumulate on said lots. Grass shall be cut on a regular basis as necessary to maintain the same at a level and condition as is ordinary for well-kept residential lawns in the Greater Cincinnati, Ohio area and the level required by any City zoning codes, ordinances, or regulations.

2.6 Compliance with Service Agreements. The then Owner of any portion of any Parcel shall comply with the obligations imposed upon such Parcel by the terms of the Service Agreements.

2.7 Expiration of Approval Rights. Upon the expiration of the Development Period, the approval requirements, and rights of Developer under Section 2.2 with respect to modifications of the PUD Plan on the Property shall expire and no longer be effective. The maintenance obligations imposed under this Article II shall not expire upon the expiration of the Development Period, but shall continue to be binding upon the then Owner of all or any portion of any Parcel.

## ARTICLE III

### COMMON OPEN SPACE

3.1 Reservation of Easements. Developer hereby reserves for the benefit of each Owner, itself and all residents of the Project perpetual and non-exclusive easements on, over and across the portions of the Property shown on the Common Open Space Plan as the Common Open Space.

3.2 General Rights of Enjoyment in Common Open Space. Except as specified otherwise herein with respect to any specific Common Open Space, the Owner, residents of the Project, and their invitees shall have a right and nonexclusive easement for use and enjoyment of the Common Open Space, and such right and easement shall run with the land and be binding upon and benefit the successors and assigns of Developer and each Owner. Such rights and privileges shall be subject, however, to the specific limitations described in this Article III and Section 5.12, including, but not limited to, the following:

(a) the right of each Owner to adopt, enforce, and from time to time, amend, reasonable rules and regulations pertaining to the use of the Common Open Space located on the Parcel owned by such Owner, each of which shall be enforced in a non-discriminatory manner;

(b) the right upon approval by Developer during the Development Period to grant easements or rights-of-way, or to convey or lease Common Open Space to, any public agency or utility, or lease any portion of the Common Open Space to any authority for the benefit of any Parcel and the Owner of such Parcel; and

(c) the right of the Developer to modify, replace and add to the Common Open Space from time to time and at any time provided that any such modifications, replacements, or additions to the Common Open Space that materially and adversely affect the rights of the Owner of any Parcel shall require the prior written approval of such Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. The foregoing right shall expire at the end of the Development Period.

3.3 Right to Specifically Identify Common Open Space. The locations of the initial Common Open Space are shown on the Common Open Space Plan as attached to this Declaration. At any time and from time to time during the Development Period, each Owner, with the prior written approval of Developer, which approval may be withheld at Developer's sole discretion, or during the Development Period, Developer, unilaterally, shall have the right to (i) specify more exact locations for the Common Open Space located on such Owner's Parcel, and (ii) to modify, eliminate or create additional Common Open Spaces on such Owner's Parcel by executing and recording a Supplement to this Declaration. Any such additional Common

Open Space to be created shall be of similar type and character to the existing Common Open Spaces. All such modifications shall require the approval of the City, which approval shall not be unreasonably withheld, delayed, or conditioned.

## **ARTICLE IV**

### **DURATION, AMENDMENT AND TERMINATION**

4.1 Duration. The covenants, conditions and restrictions contained herein shall be covenants running with the land and shall bind each Parcel and, subject to Section 5.12, shall inure to the benefit of and be enforceable by Developer, City, and Owners and their legal representatives, heirs, devisees, successors, and assigns, and shall continue in full force and effect for thirty (30) years from the date on which this Declaration is recorded. Thereafter the covenants, conditions and restrictions contained herein shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article. Notwithstanding the foregoing or any other provision contained herein, easements created by this Declaration shall be perpetual and shall continue to be in full force and effect unless and until terminated or modified by the benefited and burdened parties, in each instance.

4.2 Amendment or Termination. Except as otherwise specified in this Declaration, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by an Owner (or all of the Owners, as applicable); provided, however, (a) that any such amendment or termination shall become effective only with the written consent of Developer, which approval shall not be unreasonably withheld, conditioned, or delayed, if during the Development Period; (b) that any such amendment or termination shall require the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed ; and (c) that any amendment to this Declaration which does not affect a certain Parcel or Parcels shall not require the approval or execution of the Owner of such unaffected Parcel or Parcels but shall be effective upon execution by Developer, the Owner or Owners of the affected Parcel or Parcels, and the City.

4.3 Reservation of Right by Developer to Make Amendments by Supplements. Notwithstanding anything above to the contrary, Developer shall have the unilateral right to amend this Declaration at any time during the Development Period by executing and recording a Supplement to this Declaration for the following purposes: (i) as necessary to correct clerical or typographical errors; (ii) to make nominal changes; (iii) to clarify Developer's original intent or otherwise eliminate or resolve any ambiguity herein; (iv) to make any changes necessary or desirable to meet the requirements of any institutional lender or any agency which insures loans; or (v) to effectuate any of the other supplements, amendments or modifications which are indicated as permitted by unilateral action by Developer pursuant to the terms of this Declaration, provided that any such amendment shall require the City's prior written consent

(which consent shall not be unreasonably withheld, conditioned, or delayed) if such amendment may conflict with the PUD Plan.

This Declaration may be amended for any of the purposes stated in this Section upon the filing for record with the Recorder of Hamilton County, Ohio, of any instrument in writing setting forth specifically the amended item or items. The aforementioned instrument shall have been duly executed by Developer acting as an Owner (if it still owns any portion of any Parcel at that time), the then current Owner (if Developer no longer owns any portion of any Parcel), and/or the City, if the City's consent is required by this Declaration.

## ARTICLE V

### MISCELLANEOUS

5.1 No Reverter. No covenant, condition, restriction, or reservation of easement contained in the Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility or reverter.

5.2 Notices. Except and to the extent otherwise specified herein, provided any notice required or permitted to be given to Developer pursuant to the provisions of this Declaration shall be in writing and shall be either (a) delivered personally; (b) sent by Federal Express (or other nationally recognized courier service) for overnight delivery; or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to Developer at its address set forth below, and the same shall be effective (i) upon receipt, if personally delivered, (ii) one (1) business day after delivery to Federal Express (or such other nationally recognized courier service) for overnight delivery, or (iii) three (3) business days after deposit in the mails, if mailed by registered or certified mail:

Trinity Square Holdings LLC  
5027 Madison Road, Suite 200  
Cincinnati, Ohio 45227

5.3 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid of any reason shall not affect the validity of any other provision hereof.

5.4 Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning of construction of the contents of this Declaration.

5.5 Notice to and Rights of First Mortgagees. All notices and documents required to be provided to the Developer or any Owner under this Declaration shall, upon prior written

request by the holder of a first mortgage on any Parcel, be provided to such mortgagee at the same time as provided to such Developer or Owner.

5.6 Effect Upon Applicable Zoning Code. Nothing contained in this Declaration is intended to, nor shall any provision contained herein be interpreted to, supersede any applicable zoning code requirements or impositions relating to the Property. The Owner of any Parcel, in addition to complying with the requirements of this Declaration, must comply with all requirements now or hereafter imposed by the applicable zoning code.

5.7 No Merger. None of the restrictions, covenants, and rights created by this Declaration shall be merged or terminated due to the current or future common ownership of the Property or any Parcel.

5.8 No Waiver. The failure of Developer, City, or any Owner in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision of covenant, including the right to cure a breach or default, but the same shall continue and remain in full force and effect, as if no such forbearance has occurred.

5.9 Estoppel Certificates. Each Owner, within twenty (20) days of its receipt of a written request from any other Owner, shall from time to time provide the requesting Owner a certificate binding upon such Owner stating (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

5.10 Covenants to Run with the Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

5.11 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

5.12 Developer's Rights. Developer shall have the right to enforce any of Developer's rights hereunder by any legal or equitable means or remedy available including,



without limitation, by seeking injunctive relief. Developer's enforcement rights and the rights to waive any such enforcement shall not run to the benefit of future Owners of any Parcel unless and to the extent Developer specifically assigns any such right by executing and recording a supplement to this Declaration containing such an assignment.

5.13 Relationship of Parties. Nothing contained in this Declaration shall be construed to make Developer, any Owner, and City partners or joint ventures or to render Developer, any Owner, or City liable for the debts or obligations of the other, except as in this Declaration expressly provided.

5.14 Counterparts. This Declaration may be executed in one or more counterparts each of which is an original, and all of which constitute only one agreement.

## **ARTICLE VI**

### **PROVISIONS WITH RESPECT TO CITY'S RIGHTS**

6.1 Enforcement. Notwithstanding anything in this Declaration to the contrary, Developer grants to the City the right to enforce any and all provisions contained in this Declaration by use of any proceeding at law or in equity in the event of any default of the provisions of this Declaration past any applicable notice or cure period. City shall, except in the case of an emergency, prior to the commencement of any such enforcement proceeding, notify Developer in writing of any purported violation of this instrument, and, except in the case of an emergency, allow Developer not less than thirty (30) days after receipt of such written notice to cure such violation, or commence and diligently pursue the cure of such violation if such cure cannot reasonably be completed within such thirty-day period. In addition to this right of enforcement, City shall have the right to undertake any of the maintenance obligations of Developer or Owner, or their respective successors and assigns, in this Declaration or the Stormwater Easement Agreement in the event of a default of such obligations past any applicable notice and cure period. Before commencing any such maintenance, City shall notify Developer or Owner in writing of any purported violation with regard to maintenance, and except in the case of an emergency, allow Developer or Owner not less than thirty (30) days after receipt of such written notice to commence the performance of the required maintenance. In the event the required maintenance is not commenced within this thirty (30) days and completed within a reasonable period of time thereafter, City shall have the right to perform the required maintenance and recover all actual and demonstrated costs from Developer or Owner, as applicable. Notwithstanding anything to the contrary in this Article, City shall not have any obligation to enforce any of the provisions of this Declaration or carry out any maintenance obligations of Developer or Owner. For the purpose of this Section 6.1, an "emergency" shall be deemed to be a default by Developer under this Declaration which presents an immediate

risk of personal injury, death, or major property damage, including, but not limited to, the risk of damage to or flooding of the public rights-of-way adjoining the Property.

6.2 Right of Entry. The City's enforcement rights granted in Section 6.1 above include the right of the City, its agents, employees, contractors, successors, and assigns to enter upon and temporarily utilize that portion of the Property as is reasonably necessary to reach the Common Open Space or the Stormwater Detention Facility and to exercise the City's rights under Section 6.1; provided, however, that such right of entry does not include the right to enter into the interior of any Structure located at any time or from time to time on any Parcel or permit the City to stage construction on any Parcel without the express written consent of Developer and the Owner of the affected Parcel. For purposes of clarification, the City's right of entry shall include the right to enter into the Stormwater Detention Facility in order to exercise the City's enforcement rights under Section 6.1 above.

6.3 Exercise of City's Rights. In the event that the City exercises its right to undertake any of the Developer's or Owner's obligations as described in Section 6.1 above, neither Developer nor any Owner shall be responsible for any claims, liabilities, or damages caused by or resulting from the City's negligence or intentional misconduct. The City's entry onto and/or utilization of the Property shall not unreasonably interfere with, and shall be undertaken in a manner designed to minimize any interference with the free use and enjoyment of the Property by Developer and any Owner and their respective employees, agents, contractors, and tenants. In no event shall the City, acting pursuant to this Declaration, block vehicular ingress and egress to and from the parking areas serving the Property, except that in the event the City exercises its rights under Section 6.1, the City may block ingress and egress to and from the parking areas serving the Property on a temporary basis and only for the period reasonably necessary to allow the City to exercise its rights under Section 6.1 above. During any such period, the City shall use its best efforts to provide alternate routes for ingress and egress to and from the Property's parking areas.

6.4 Continued Use. Without limiting any of Developer's right in this Declaration (including, but not limited to, Section 3.2 above), Developer hereby reserves the right to use the Property in any manner which does not unreasonably interfere with the City's rights hereunder, including, without limitation, the construction of improvements such as sidewalks, drive lanes, surface parking, landscaping, tenant amenities, and utilities thereon. Notwithstanding the foregoing, any such improvements shall be constructed and maintained in accordance with the PUD Plan and all applicable legal requirements.

6.5 Remediation. Any maintenance or repair performed by the City hereunder shall be pursued to completion using reasonable diligence and dispatch. Once completed, the City shall clean, restore, repair, and/or reconstruct the affected portion of the Property (including all previously existing improvements located thereon) to a condition which is equivalent to or better than the condition which existed prior to the commencement of such work. Owner shall

then be responsible for any and all such costs associated with the City's cleaning, restoration, repair, and/or reconstruction of such affected portion of the Property.

6.6 Notice. Any notice, request, demand, instruction or other documents or communication to be given or served hereunder or under any document or instrument executed pursuant hereto, as it pertains to the City, shall be in writing and shall be either (a) delivered personally; (b) sent by Federal Express (or other nationally recognized courier service) for overnight delivery or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties, at their respective addresses set forth below, and the same shall be effective (i) upon receipt, if personally delivered, (ii) one business day after delivery to Federal Express (or such other nationally recognized courier service), for overnight delivery or (iii) two business days after deposit in the mails, if mailed by registered or certified mail:

City of Springdale  
Attn: Chief Building Official  
11700 Springfield Pike  
Springdale, Ohio 45246

6.7 Approval. Notwithstanding anything in this Declaration to the contrary, Developer, its successors and assigns, and each Owner agree to develop, use, and maintain the Property and each Parcel thereof in accordance with the PUD Plan.

*[Remainder of page intentionally left blank – signature page(s) follows.]*

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed of the day and year first above written.

TRINITY SQUARE HOLDINGS LLC,  
an Ohio limited liability company

By: \_\_\_\_\_,  
J. Robert Smyjunas, Sole Member

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by J. Robert Smyjunas, as the Sole Member of Trinity Square Holdings, LLC, an Ohio limited liability company, on behalf of such limited liability company. This is an acknowledgement, no oath or affirmation was administered to the signer in connection with this instrument.

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

This instrument prepared by:

Amy A. Shaw, Esq.  
Griffin Fletcher & Herndon LLP  
3500 Red Bank Road  
Cincinnati, Ohio 45227  
(513) 421-1313

**CONSENT AND AGREEMENT  
OF  
CITY**

The City of Springdale agrees that Developer has legal authority to execute the Declaration with regard to the Property, and hereby approves and agrees to be bound by the terms and conditions set forth in said Declaration.

Dated: May \_\_, 2024

**CITY OF SPRINGDALE**

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

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

STATE OF Ohio                    )  
  ) ss.  
County of \_\_\_\_\_         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, on behalf of the City of Springdale.

\_\_\_\_\_

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

Approved as to Form:

---

Joseph J. Braun, City Law Director



**CONSENT AND SUBORDINATION  
OF  
PORT AUTHORITY**

The undersigned Warren County Port Authority (the "Port"), being the Ground Lessee under that certain Ground Lease (Project Merchant Street) as reflected in the Memorandum of Ground Lease recorded on December 16, 2021, at Volume 14565, page 2097, of the Hamilton County, Ohio, Official Record (the "Ground Lease"), and being the Lessor under that certain Project Lease (Project Merchant Street) as reflected in the Memorandum of Project Lease recorded December 16, 2021, at Volume 14565, page 2137, of the Hamilton County, Ohio, Official Record (the "Project Lease"), hereby joins in, consents to, and subordinates the Ground Lease and the Project Lease to the terms and conditions of the foregoing Merchant Street Apartments & Townhomes Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration"), and the Port agrees that all of its right, title, and interest in and to the real property described in the Ground Lease and the Project Lease shall be subordinate to the terms and provisions of the Declaration, and the Declaration shall survive any foreclosure, deed in lieu of foreclosure, and/or exercise of any remedy by the Port pursuant to the Ground Lease or the Project Lease.

WARREN COUNTY PORT AUTHORITY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of the Warren County Port Authority, a port authority and body corporate and politic organized and existing under the Constitution and the laws of the State of Ohio, on behalf of said port authority and body corporate and politic. This is an acknowledgement; no oath or affirmation was administered to the signer in connection with this instrument.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



## **EXHIBITS**

Exhibit A - Legal Description of Property

Exhibit B - Common Open Space Plan

Exhibit C - Ordinance

**Exhibit A**  
**Legal Description of Property**

**LEGAL DESCRIPTION**  
**10.8520 ACRES**

SITUATE IN SECTION 12, TOWN 3, ENTIRE RANGE 1, CITY OF SPRINGDALE, HAMILTON COUNTY, OHIO AND BEING ALL OF LOT 4 AND PART OF LOT 5 OF TRI-COUNTY MERCHANDISE PARK, BLOCK "A" AS RECORDED IN PLAT BOOK 210, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF MERCHANT STREET WITH TRI COUNTY PARKWAY; THENCE ALONG THE CENTERLINE OF TRI COUNTY PARKWAY, NORTH 66°14'00" EAST, 42.50 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF TRI COUNTY PARKWAY SOUTH 23°46'00" EAST, 40.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY OF TRI COUNTY PARKWAY AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF TRI COUNTY PARKWAY THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 66°14'00" EAST, 321.04 FEET TO A POINT AND ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 1,105.92 FEET, A DISTANCE OF 135.58 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 69°44'43" EAST, 135.49 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF TRI COUNTY PARKWAY, SOUTH 23°46'00" EAST, 308.38 FEET TO A POINT; THENCE SOUTH 00°14'00" WEST, 727.20 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY OF MERCHANT STREET; THENCE ALONG THE RIGHT OF WAY OF MERCHANT STREET THE FOLLOWING SEVEN COURSES AND DISTANCES, SOUTH 38°10'00" WEST, 140.21 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A DISTANCE OF 155.77 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 64°25'00" WEST, 150.38 FEET TO A POINT; THENCE NORTH 89°20'00" WEST, 129.11 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A DISTANCE OF 109.96 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 44°20'00" WEST, 98.99 FEET TO A POINT; THENCE NORTH 00°40'00" EAST, 581.16 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 144.73 FEET, A DISTANCE OF 61.72 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 11°33'00" WEST, 61.25 FEET TO A POINT AND NORTH 23°46'00" WEST, 304.18 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 12.50 FEET, A DISTANCE OF 19.63 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 21°14'00" EAST, 17.68 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 10.8520 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

I HEREBY CERTIFY THAT THE DESCRIPTION OF THE PROPERTY PROPOSED TO BE DEVELOPED IS A COMPLETE, PROPER AND LEGAL DESCRIPTION THEREOF.



STEPHEN L. CAHILL  
OHIO REGISTERED SURVEYOR #7862



**Exhibit C**  
**Ordinance**

See attached.

ORDINANCE NO. 15-2021

**AN ORDINANCE APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE PROPERTIES LOCATED AT 134 AND 144 MERCHANT STREET**

WHEREAS, the properties located at 134 and 144 Merchant Street in the City of Springdale (collectively the "Property") were rezoned by City Council from General Business (GB) and Office Business District (OB) to Planned Unit Development District (PUD);

WHEREAS, along with the request to rezone the Property to PUD, a Preliminary Development Plan was submitted for the Property to allow for the construction of a multi-family housing development; and

WHEREAS, at its meeting of April 13, 2021, the Planning Commission recommended approval of the request to re-zone the Property to PUD, and approved the proposed Preliminary Development Plan for the Property; and

WHEREAS, a public hearing was held by City Council on May 19, 2021 to consider the Preliminary Development Plan pursuant to the requirements of the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Springdale, Ohio, 7 members elected thereto concurring:

Section 1. The request to approve the Preliminary Development Plan for the properties located at 134 and 144 Merchant Street to allow for the construction of a multi-family housing development, which has been reviewed and approved by the Planning Commission in accordance with the exhibits listed and described in Exhibit "A", which is incorporated herein by reference, is hereby approved, subject to the conditions of the Planning Commission, and any other conditions or modifications imposed by Council including:

- a. Staff, City Engineer, and City Planner's recommendations and considerations contained in their report.

Section 2. That this Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.


Section 3. That the Clerk of Council/Finance Director is hereby authorized and directed to notify the applicant of Council's action.

Section 4. That this Ordinance shall be effective from and after the earliest period allowed by law.

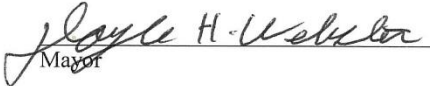
Passed this 19 day of may, 2021.

  
\_\_\_\_\_  
President of Council

Attest:

  
\_\_\_\_\_  
Clerk of Council/Finance Director

Approved:

  
\_\_\_\_\_  
Mayor  
May 19, 2021  
\_\_\_\_\_  
Date