

REQUEST FOR PROPOSALS

The Purpose of this RFP is to solicit interest in re-development opportunities for Defiance's historic 1918 campus.

*1918
Campus*
Multi-Use
Development



I. Invitation for Interest Proposals

The City of Defiance (“City”) is seeking proposals and interest from qualified developers for the redevelopment of the former Defiance City School grounds otherwise known as “The 1918 Campus” located along Clinton & Arabella Streets within Historic Downtown Defiance, Ohio.

Defiance High School, originally constructed in 1918 with additions in 1928 (auditorium and gymnasium), 1956 (expansion of auditorium and gymnasium) and 1998 (elevator), is a three story, approximately 112,000 square foot brick school building anchoring the southern gateway of Downtown Defiance. The school building is located on a 3.3-acre site with shared ownership and site control with Defiance City Schools. The campus is adjacent to commercial, residential, and park properties.

It is the City’s intention that interested developer(s) submit proposals for a development product that will create vibrancy and a strong presence at the southern gateway entrance into the Downtown District.

A concept plan has been developed that includes the potential for residential, commercial/office, and an event center. The City engaged consultant Garmann Miller in October 2022 to complete a redevelopment concept. The Garmann Miller Plan is only a concept plan and does not limit the potential developer from proposing another development similar or completely different from the one shared.

See Appendix for the Site Rendering Concept.



II. Property Description

The site is currently zoned S-1, Central Business District, which promotes flexibility, density and creativity. The site is located in Community Reinvestment Area (CRA) 3, which incentivizes development with property tax abatement up to a maximum of 100% for 15 years for residential and commercial uses. Job grants are also available for commercial enterprises that meet certain guidelines. The 1918 Campus is listed on the National Register of Historic Places and may be eligible for Historic Tax Credits. Defiance is also listed as an Ohio Energy Improvement District city-wide. This site is located within the boundaries for the Defiance Outdoor Refreshment Area (DORA) and the Downtown Revitalization District (DRD), which allows for additional liquor licenses to be purchased. See <https://www.cityofdefiance.com/167/Districts-Zones-Maps> for more information.

The site is serviced by public utility providers including Defiance City for water and sewer services; First Energy for electric; Ohio Gas for natural gas; and multiple options for internet and cable.

Prospective developers are encouraged to visit the redevelopment site. City officials will be available to interested parties, for site visits and any questions regarding the development schedule and concept plan.



III. Proposal Submission Requirements

Proposals shall include a description of the development team, including the Project Manager’s company affiliation and experience, subcontractors and/or partners and the individuals from each, including role and related project experience. Please include all applicable development team members and affiliates which may include but not be limited to project developer, broker, architect, contractor, engineers, other consultants, lenders and investors. Proposals shall include:

- a) The name, address, e-mail address, and telephone number of the proposer, the name of any representative authorized to act on his/her behalf, the name and contact information of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
- b) If the proposer is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g. whether a for profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business. If the proposer is a non-profit entity, please include a list of the organization’s Board of Directors and areas of expertise they represent.
- c) Financial statements or other supporting documents to support the entity’s financial stability and ability to fully fund or finance the project, including a preliminary financial plan.
- d) Identification of all principals, partners, co-venturers or sub-developers participating in the project, the nature and share of participants’ ownership in the project, and if known, lenders or other guarantors of debt.

- e) Discussion of whether the Property developer will also be the property manager and if this is not the case, the legal and financial relationship between the entities. If the developer will not be the property manager/operator, the proposer shall describe the process for securing property management services.
- f) Identification of the development team, such as architects, engineers, landscape designers, contractor, development consultants. Background information, including firm qualifications and resumes for principals and employees expected to be assigned to the project, should be provided.
- g) A summary of the developer's and the development team's experience, both collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity of site conditions, design and financing, as well as location. Proposers should demonstrate the ability to perform as proposed and to complete the project in a competent and timely manner, including the ability to pursue and carry out design, permitting, financing, construction, and marketing/unit absorption.
- h) Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the Proposer, its principals or any affiliates, including confirmation that no local, state or federal taxes are due and outstanding for the development team or any constituent thereof.
- i) General development concepts, plans and schedule for all elements of the project, including key milestones, financing benchmarks, and projected completion / occupancy timeframes. The proposed development should be completed within two years of the execution of the development and disposition agreement.
- j) Provision of references for 3 completed projects, with contact names, title and current telephone numbers, who can provide information to the City concerning the Proposer's experience with similar projects.

IV. Selection Process

The City or its designee(s) (i.e. an evaluation committee) will review and evaluate all proposals that have been received based on the criteria outlined herein. Evaluation of the proposals will be based on the information provided in the submissions in accordance with the requirements of this RFP and any interviews, references, and additional information requested and/or gathered by the City. The City will select the developer it or its designee(s) determines has presented the most advantageous proposal.

V. Proposal Submission

Applicants shall submit on or before April 30, 2024, in a clearly marked original proposal plus two copies, including an electronic copy on a flash drive, to:

City of Defiance
ATTN: Niki Warncke, City Planner
631 Perry Street
Defiance, OH 43512

Proposals should be marked “1918 Campus Proposal” and must include all required documents, completed and signed by a duly authorized signatory.

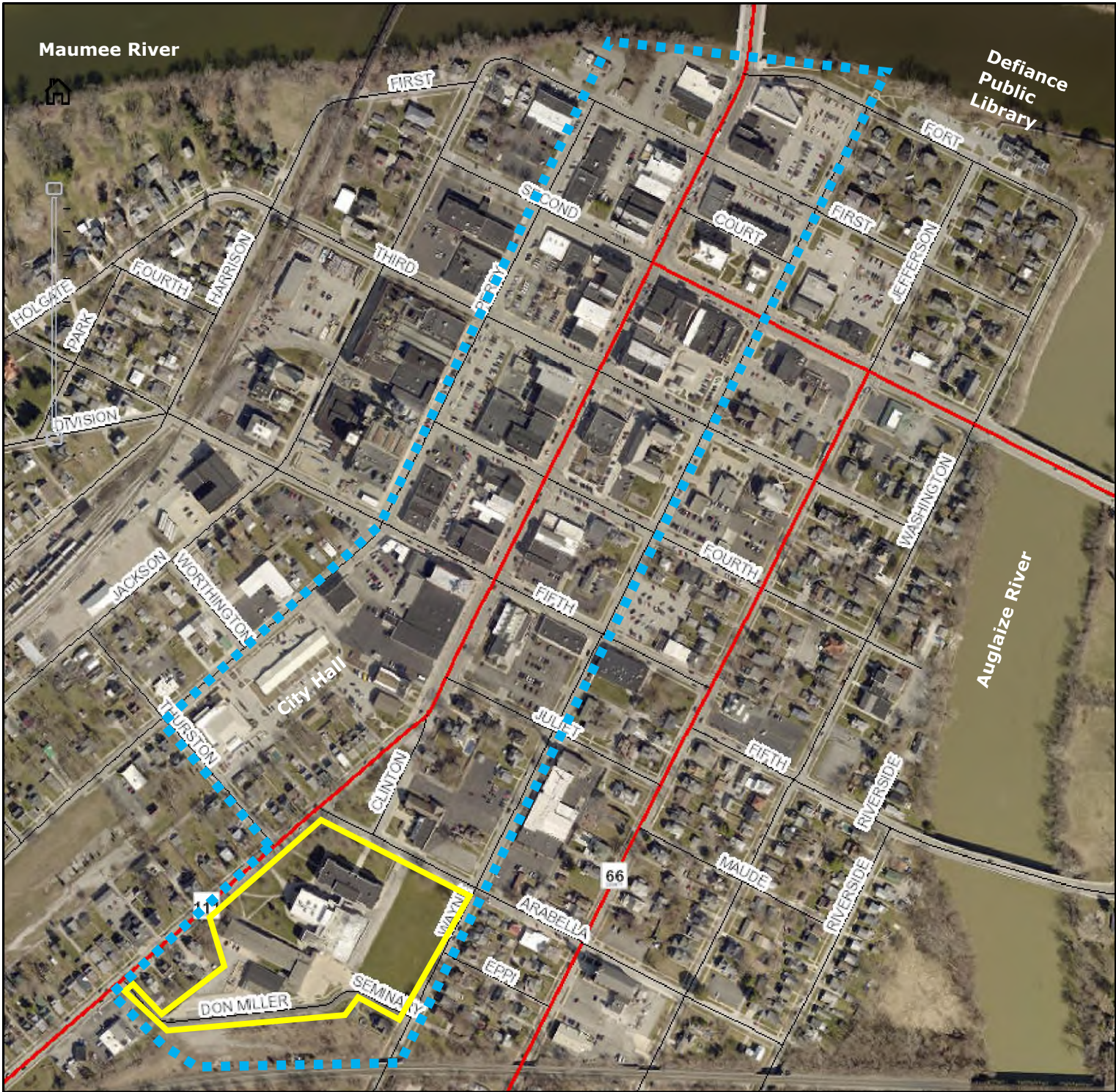
Please make inquiries via e-mail to: nwarncke@cityofdefiance.com.

The City makes no representations or warranties, express or implied as to the accuracy and/or completeness of the information provided in this RFP. This RFP, including all attachments and supplements, is made subject to errors, omissions, prior sale, lease or financing and withdrawal without prior notice, and changes to, additional, and different interpretations of laws and regulations.

The City reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is in the best interest of the City. *If no acceptable proposals are received by the due date, this RFP will be extended until a suitable business partner is found.*




APPENDIX





 Downtown Boundary



 1918 Campus Boundary

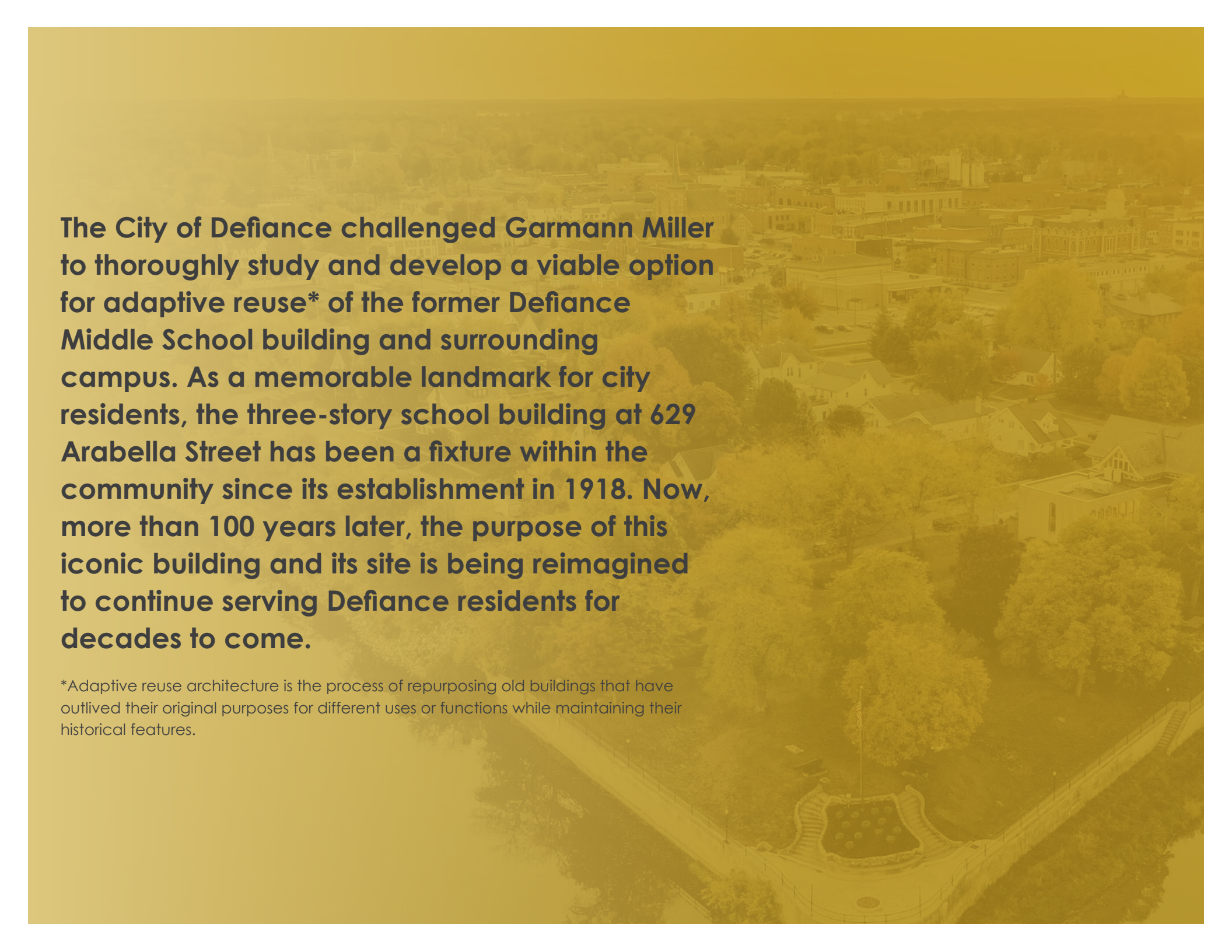




DEFIANCE MIDDLE SCHOOL REUSE STUDY

APRIL 2023



An aerial photograph of a city, likely Defiance, Ohio, showing a mix of residential and commercial buildings. In the foreground, there is a large, well-maintained green field, possibly a park or sports field, with a flagpole and some structures. The city extends into the background, showing a dense urban area with various building styles and a prominent church steeple in the distance. The entire image has a yellowish tint.

The City of Defiance challenged Garmann Miller to thoroughly study and develop a viable option for adaptive reuse* of the former Defiance Middle School building and surrounding campus. As a memorable landmark for city residents, the three-story school building at 629 Arabella Street has been a fixture within the community since its establishment in 1918. Now, more than 100 years later, the purpose of this iconic building and its site is being reimaged to continue serving Defiance residents for decades to come.

*Adaptive reuse architecture is the process of repurposing old buildings that have outlived their original purposes for different uses or functions while maintaining their historical features.

SCOPE AND GOALS

- Discover and determine new uses for both the existing 1918 building and the gymnasium.
- Provide a potential revenue stream for the on-site facilities that could complement the existing auditorium and make the Arabella Street site a regular destination for Defiance residents and visitors.
- Study and determine future viability of the Henkle building.
- Study and determine future location of an on-site hotel.
- Provide the open green space the downtown area needs to create a connection point that is currently missing from the city's overall master plan.

KEY FINDINGS AND PROPOSAL

In collaboration with city officials, Garmann Miller has developed this narrative booklet, a preliminary statement of probable cost and a virtual animation fly-through video to summarize this detailed feasibility study. As shown on the following pages, the facilities on the Arabella site are proposed to include the following modifications:

1918 Building

Repurposed into a mixed-use building with both business and residential opportunities

Gymnasium

Repurposed into convention and event center

Auditorium

Remains as it is with only minor scope for upgrades to systems that are connected to the existing gymnasium

Henkle Building

Demolished and provide space for additional parking and future hotel

Site

Increased parking, improved access and green space



BY THE NUMBERS

1
New
community park

395
Public
parking spaces

29
Covered residential
parking spaces

5
Outdoor
plazas

SITE LAYOUT

COMMUNITY FIRST

The site design was completed using information gathered from the City of Defiance, aerial photography, site visits, and county auditor's maps. At this time, a comprehensive survey showing detailed underground information and topographical information is not available.

The site design goals include transforming the campus to exemplify the principles of the current City Code. This would encourage pedestrian access and provide parking to support the proposed building uses. In addition, the design would add intuitive wayfinding and provide the open green space the downtown area needs to create the connection point currently missing in the City's overall masterplan.

To maximize the flexibility of the site, the design team recommends working with the City to abandon portions of Seymour Way and Seminary Streets. The purchase of approximately 1.8 additional acres of land from the railroad would accommodate better vehicular circulation and provide parking on a currently underutilized piece of land. With land acquisition and street abandonment, the site allows for more flexible vehicular circulation.

Today, the site is heavily covered by pavement adjacent to the building, no doubt contributing to the issue of water in the basement of the 1918 building. There are also numerous accessibility issues. The design team proposes complete

removal of existing asphalt. This would allow for a proper drainage system to be installed around the perimeter of the building and for grades to be manipulated to provide better ADA accessibility.

With the site being sandwiched between Veterans Memorial Park [Latty Grove] and Triangle Park, it becomes a new link in the area park system. The design team recommends working with the City to close the portion of Arabella Street adjacent to Triangle Park in order to create a linear green space along South Clinton Street, offering a much needed green space near the heart of downtown.

One of the goals of this design is to create a safer pedestrian atmosphere. The entries to the 1918 building, the auditorium and the gymnasium all have special pavement that extends into the drive areas. These plazas calm traffic and slow cars while also bringing a welcome identity to each important building entry.

We wish to reiterate that the site studies were completed using the best information available. Information was gathered from the City of Defiance, aerial photography, site visits, and Defiance County Auditor's Maps. No full professional survey has been completed that would offer topographical, utility and other detailed information. A full survey will be needed as the project progresses.



1918 Building

1918 BUILDING

The 1918 Building is a beloved landmark within the Defiance community. This study began with a challenge to update, activate and bring new energy to this site. The proposed floor plans show **repurposing the first floor into three main areas to achieve that goal.**

Facility Management Office

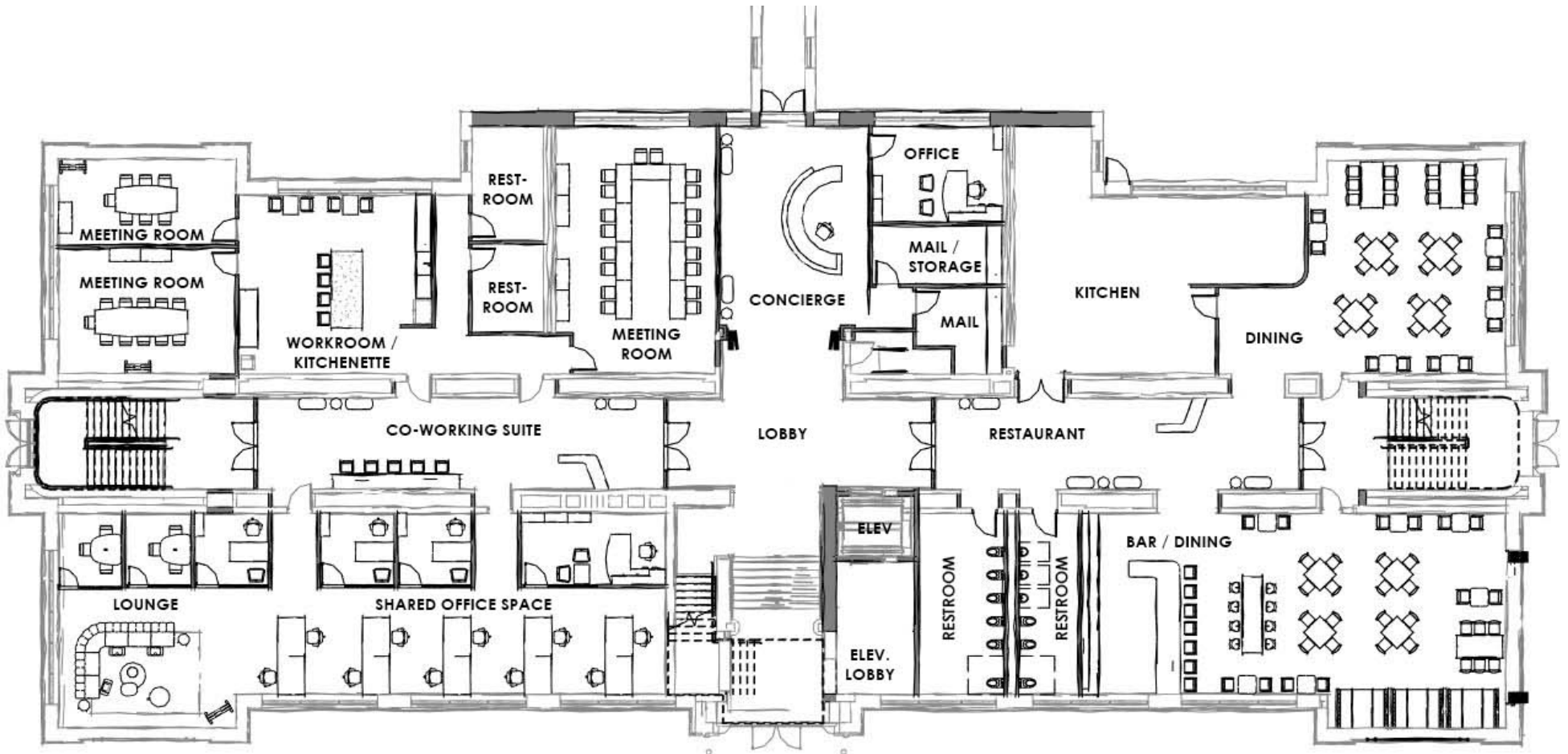
This small, central suite will serve as the main communication point for residents and visitors to the Arabella campus. Serving as the main lobby and concierge, this space is accessible from the existing attached gymnasium and auditorium spaces, as well as accessible via a new elevator installed at the main entry point on the north side of the building.

Co-working Space

Today's workforce and corporate culture supports a trend in shared working space. Co-working allows for both individuals and small groups/companies to reserve office or meeting space on a short-term basis. The eastern half of the first floor plan shows a co-working concept with a variety of room sizes and office furniture to support a multitude of group sizes. Amenity space, technology and restrooms are included as well to support this business opportunity.

Coffee Shop/Eatery

Sharing a meal or catching up over a drink are natural human behaviors around which our social culture is centered. There is no better way to attract visitors to a site than a great restaurant or tavern as shown on the western portion of the first floor. Residents or co-workers can stop in from down the hall to grab a quick coffee or appetizer on their way to the next meeting. Auditorium audiences could make a pre-show dinner reservation or stop in for a beverage after the final curtain. Large windows, tall ceilings and the ability to open up to an outdoor dining patio create an engaging space to serve clientele from early morning through late evening.



BY THE NUMBERS

1

New elevator

1,500

Sf of facility management and resident services office

4,500

Sf of rentable co-working space

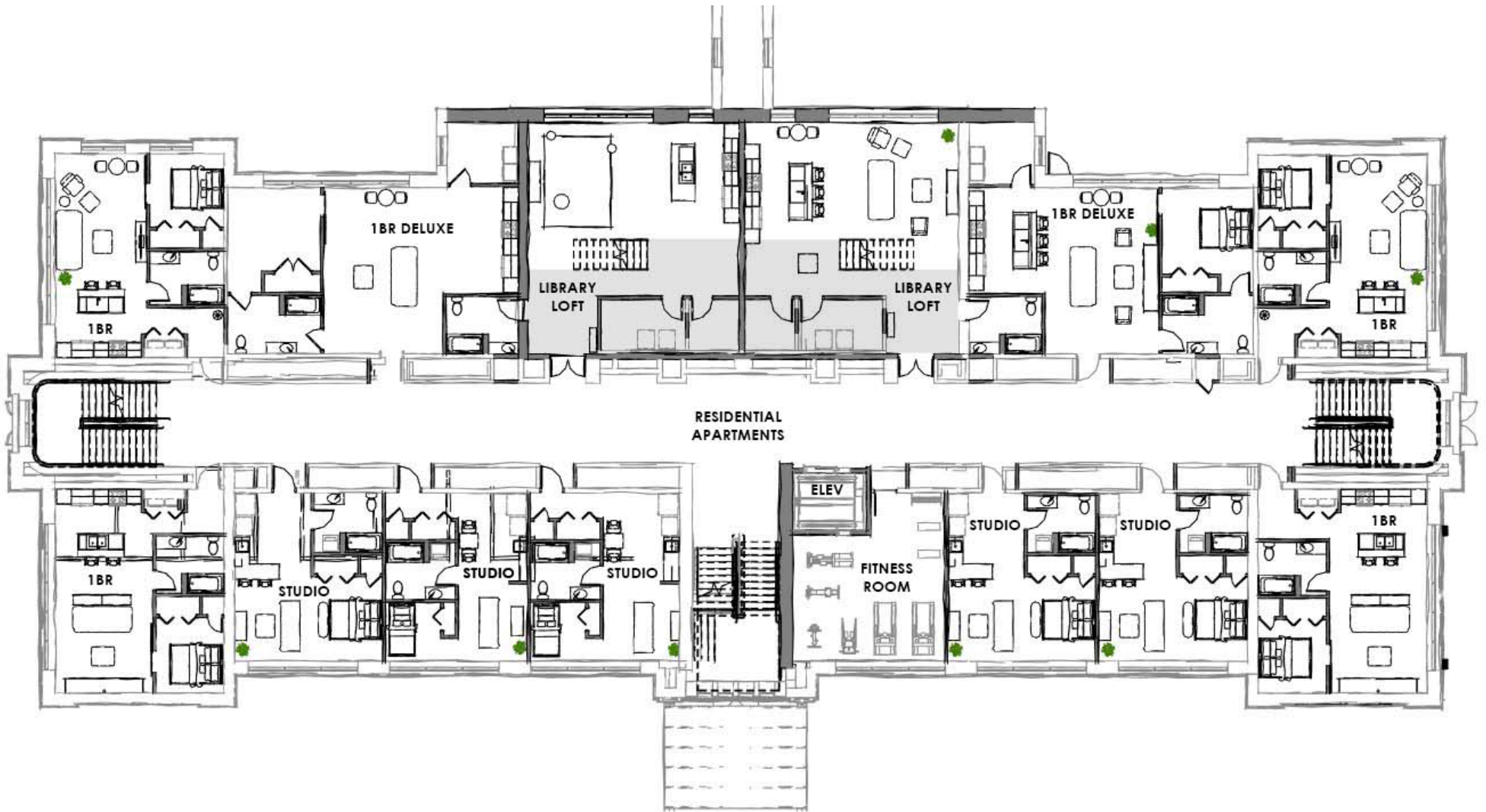
4,150

Sf commercial kitchen and restaurant space

12 ft

High ceilings

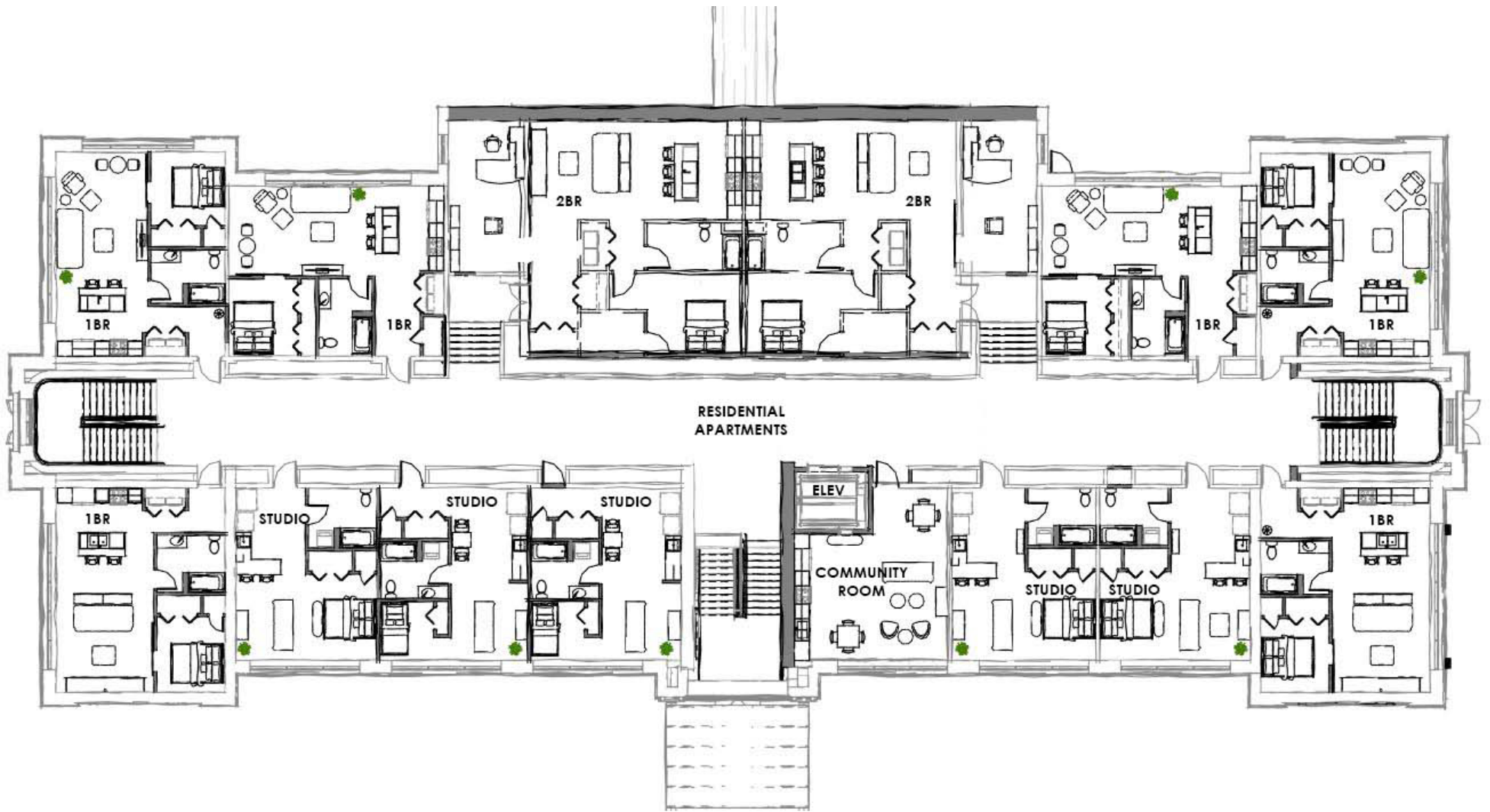






SCOPE OF WORK AND DESIGN INTENT

Interesting architecture, convenient amenities, easy accessibility, lots of natural light and a central location within the city make the Arabella Street site an attractive location for residents to find their new home. The upper two floor plans of the 1918 building can be divided into residential units in a variety of layouts and sizes—all with distinct features. In addition to wide corridors, large stairwells and a new elevator, residents also would have access to on-site concierge, mail room, covered parking and long-term storage in the facility's basement. Improved walking paths and green space around the site provide ample opportunities to get outside without the ongoing maintenance and expense of home ownership.



BY THE NUMBERS

- 1**
Fitness room
- 1**
Community room
- 26**
Residential units
- 2**
Deluxe library loft apartments (1,200 sf)
- 2**
Two-bedroom apartments (1,140 sf)
- 2**
Deluxe one-bedroom apartments (900 sf)
- 10**
One-bedroom apartments (560 sf)
- 10**
Studio apartments (485 sf)





BY THE NUMBERS

1

New public elevator

350-400

Event capacity on first floor

7

Unique meeting spaces

100-125

Event capacity on second floor

5

Operable walls for flexibility

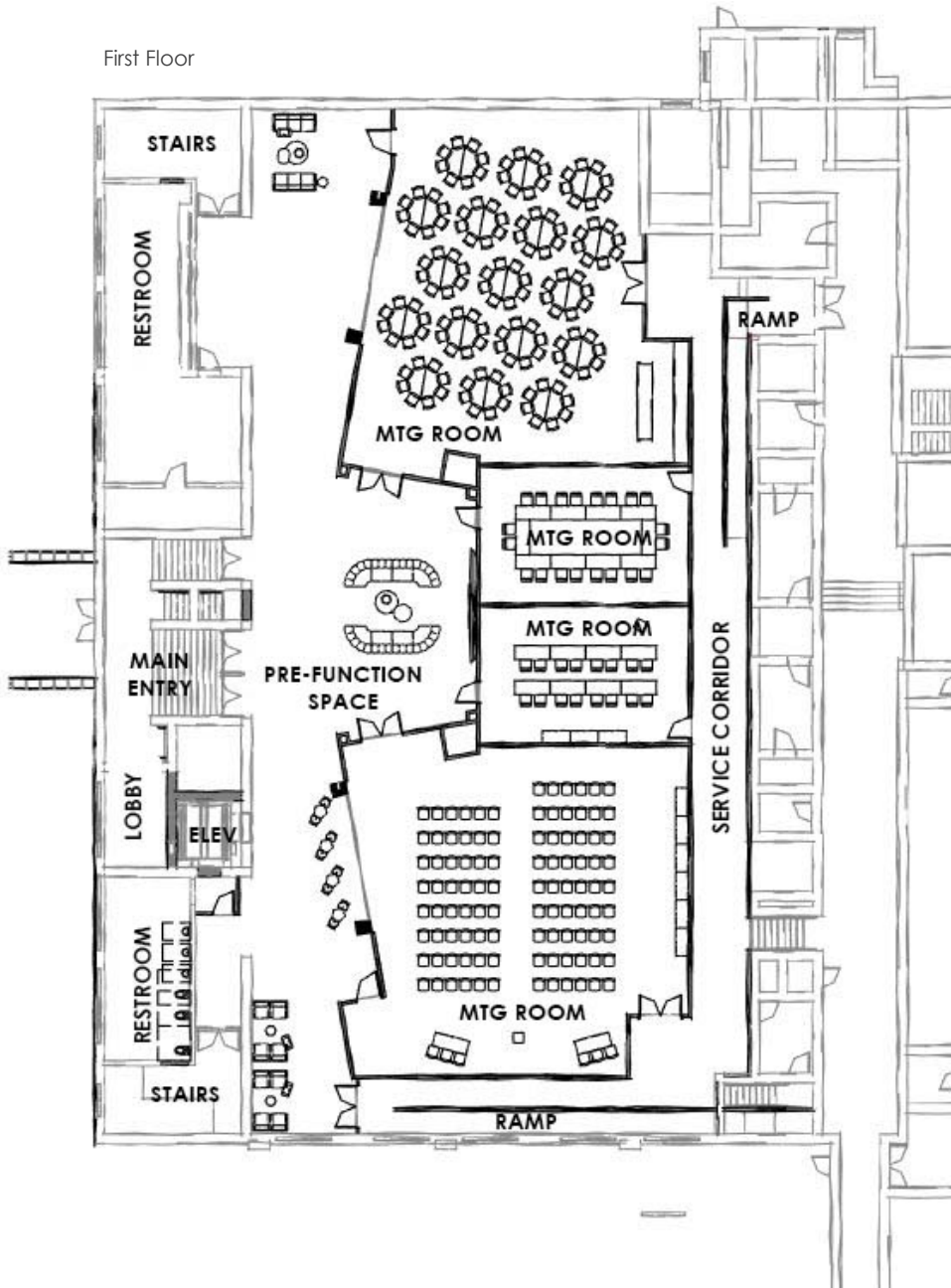
1,600

Square feet of original gym floor reused as design features

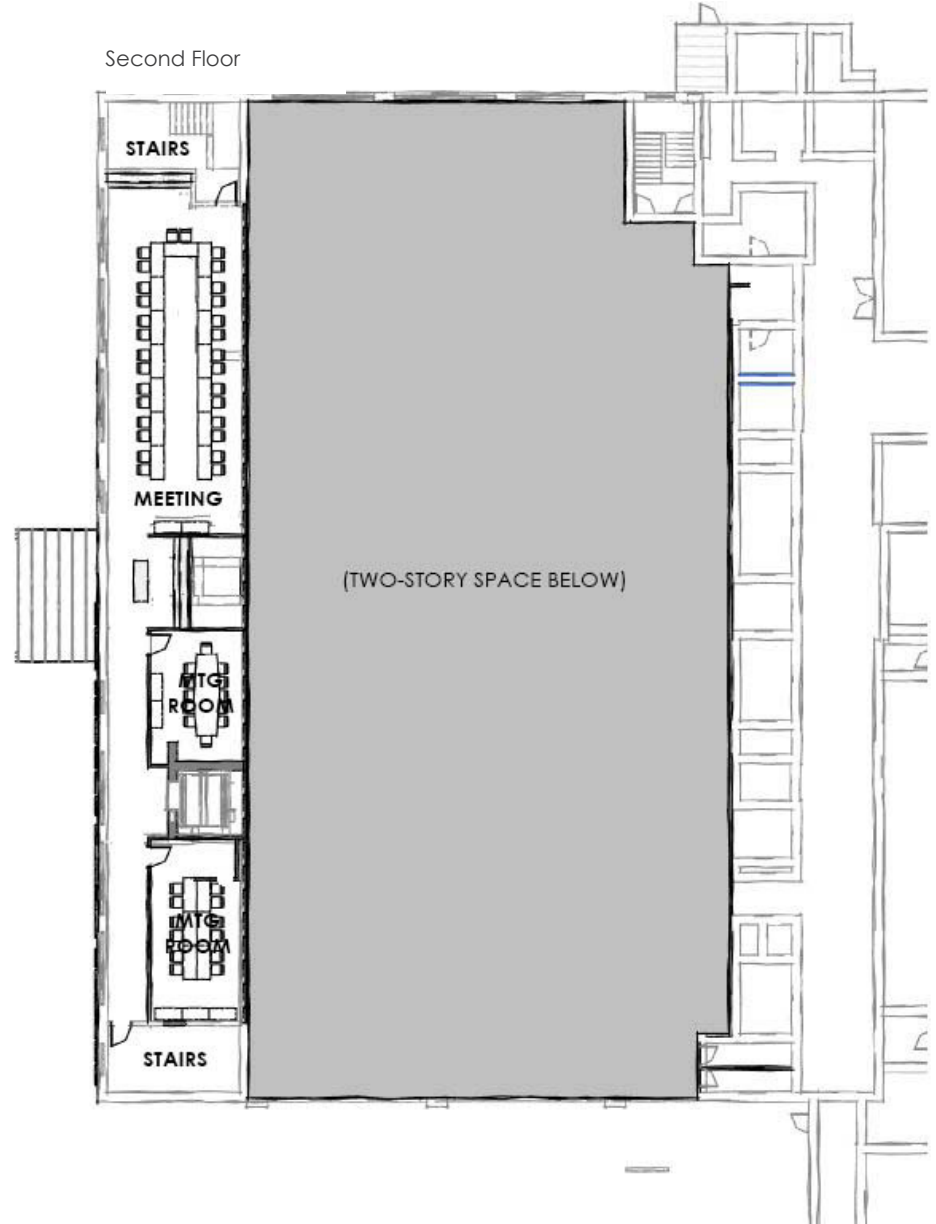
GYMNASIUM BUILDING

The Defiance Middle School Gymnasium on the Arabella Street site has been well used and well loved for decades. Memorable architectural features within the building that residents have come to appreciate can remain and be repurposed thoughtfully while bringing a new revenue stream into the city and providing a key service missing from the current business community.

First Floor



Second Floor



SCOPE OF WORK AND DESIGN INTENT

The first and second floor plans are shown with a variety of small and large, formal and informal meetings spaces to host conferences, training sessions or events. Easy corridor access is maintained to the adjacent auditorium and 1918 building. A service corridor and elevator are also available in the building for access to the full kitchen in the basement and plenty of adjacent storage areas.



For more information about this and other
potential projects please contact the
CITY OF DEFIANCE

631 Perry Street, Defiance, Ohio 43512

cityofdefiance.com

419.784.2101

mayor@cityofdefiance.com

COOPERATIVE DEVELOPMENT AGREEMENT

BY AND AMONG

COMMUNITY IMPROVEMENT CORPORATION
OF DEFIANCE COUNTY, INC.

AND

CITY OF DEFIANCE, OHIO

AND

_____ DEVELOPER GROUP

DATED _____, 2024

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COOPERATIVE DEVELOPMENT AGREEMENT

This COOPERATIVE DEVELOPMENT AGREEMENT made and entered into as of _____, 2024, by and among the CITY OF DEFIANCE, OHIO, a municipal corporation and political subdivision duly organized and validly existing under the constitution and laws of the State (the “City”), the COMMUNITY IMPROVEMENT CORPORATION OF DEFIANCE COUNTY, INC., a community improvement corporation duly organized and validly existing under the laws of the State (the “CIC”), and _____ DEVELOPMENT GROUP, a limited liability company duly organized and validly existing under the laws of the State (and doing business as _____) (the “Developer” or the “Owner”), under the circumstances summarized in the following recitals:

A. The CIC has been designated as the economic development agency of the City pursuant to Ohio Revised Code Section 1724.10; and

B. The City, the CIC and the Developer, have discussed the acquisition and conversion of a 43,233 square foot former high school building into multi-family housing, hospitality, commercial, or retail space, or a mixed-use combination thereof, and a 51,344 square foot gymnasium into event space; and

C. The City and the CIC have determined that these improvements will create jobs and employment opportunities in the City and thereby improve the economic welfare of the people of the City; and

D. In order to facilitate the proposed Developer Improvements, the City, the CIC and the Developer have determined to cooperate in the Developer Improvements, the “Project”); and

E. The City, the Developer, and the CIC each has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the CIC, the Developer and the City agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. The words and terms set forth in this Agreement shall have the meanings set forth herein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Interpretation. Any reference herein to the CIC, to the City or to any member or officer of either includes entities or officials succeeding to their respective functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a Section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the CIC, the Developer or the City under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of the Bonds. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

Section 1.4. “Project.” The term “project” means the redevelopment of the former 43,233 square foot former Defiance High School Building and the 51,344 square foot gymnasium into uses for market-rate housing, retail, hospitality, commercial establishments, or some mixed-use combination thereof, as well as amenities in support of those uses.

Section 1.5. “Transaction Documents” The term “transaction documents” means any and all deeds, mortgages, deeds-of-trust, covenants and restrictions, and any other recorded documents for the transfer, conveyance, and development of the property.

(End of Article I)

ARTICLE II

REPRESENTATIONS; COOPERATIVE ACTIVITIES

Section 2.1. Representations of the CIC. The CIC represents that:

It is a community improvement company duly organized and validly existing under the laws of the State.

It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the CIC in a manner or to an extent which would impair its ability to carry out its obligations contained in this Agreement or the Transaction Documents to which it is a party.

It is legally empowered to enter into, and carry out, the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby. The execution, delivery, and performance by the CIC of this Agreement and the Transaction Documents to which it is a party do not, and will not, conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party.

It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

The subject property lies within the boundaries of Community Reinvestment Area No. 3 and includes maximum property tax exemptions on improvements of one hundred percent (100%) for fifteen years for commercial construction and one hundred percent (100%) for twelve years for commercial remodeling. Property tax exemptions may require school donations or school district approval.

Section 2.2. Representations of the City. The City represents that:

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

It is legally empowered to execute, deliver, and perform this Agreement and the Transaction Documents to which it is a party and to enter into and carry out the transactions contemplated thereby. The execution, delivery and performance by the City of this Agreement and the Transaction Documents to which it is a party do not and will not violate or conflict with any provision of law applicable to the City, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

It has duly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transactions contemplated herein and therein.

It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement and the other Transaction Documents to which it is a party by any successor public body.

Other than the provisions and incentives of Community Reinvestment Area No.3, no guarantees for the provision of financial assistance are made under this Agreement and no commitments therefor made by the City and the CIC have induced the Developer to undertake the transactions contemplated by this Agreement, and the other Transaction Documents to which it is a party.

Section 2.3. Representations of the Developer. The Developer represents that:

It is a limited liability corporation duly organized and validly existing under the laws of the State of Ohio.

It has full power and authority to execute, deliver and perform this Agreement and the other Transaction Documents to which it is a party and to enter into and perform the transactions contemplated by those documents. That execution, delivery and performance do not, and will not, violate any provision of law applicable to the Developer or the Developer's organizational documents, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound. This Agreement and the Transaction Documents to which it is a party have, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement and the Transaction Documents to which it is a party, valid and binding obligations of the Developer.

The Project will be completed in accordance with the terms of this Agreement and the Improvement Plans delivered to the City for approval.

The Project, upon completion, will comply in all material respects with all other federal, state and local laws, rules and regulations.

Section 2.4. Cooperative Activities. The City, the CIC and the Developer have determined to cooperate in furtherance of the development of the Project. For the reasons set forth in the Recitals hereto (which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended cooperative arrangement among the City, the CIC and the Developer), the City, the CIC, and the Developer have determined to cooperate with each other in the property conveyance, regulatory review, and initial phases of development of the Project, all in accordance with this Agreement.

Section 2.5. Acquisition of the Property; Conveyance to the Developer.

Acquisition by CIC. Once the City has selected the developer after reviewing the proposals and meets the conditions proscribed below, the CIC shall acquire title to the Property from the City by quitclaim deed for the purpose of fostering economic development in the City and in furtherance of the cooperative activities described in this Agreement.

Conveyance to the Developer. Prior to the conveyance of the Property to the Developer, the Developer shall have satisfied the following conditions (the "Developer Conditions"): (i) the

Developer shall have obtained the approval of the Improvement Plans, (ii) the Developer shall have demonstrated to the City and the CIC evidence that it has obtained financing in an amount sufficient to provide for the construction of the Developer Improvements consistent with the Improvement Plans, (iii) Developer shall have deposited with an escrow agent cash or a letter of credit in an amount sufficient to ensure the fulfillment of the terms and conditions of this Agreement and the successful development of the Project, and (iv) the Developer shall have deposited with the Escrow Agent any mortgage, deed of trust, or encumbrance of the property. Upon satisfaction of the Developer Conditions, the CIC shall convey title of the Property to the Developer by quitclaim deed .

Section 2.6. Agreement to Construct Developer Improvements.

Developer Improvements. Subject to the terms and conditions contained herein, the Developer agrees that it shall construct the Developer Improvements in accordance with the Developer's Improvement Plans (as approved by the City in accordance with this Agreement), the requirements of this Agreement, and the requirements of applicable federal, state and local laws, including the ordinances and regulations of the City (as amended or modified by the City Planning Commission or City Council, by variance or otherwise, to permit construction of the Developer Improvements, as provided herein. Developer Improvements shall be initiated within two (2) years following the execution of this Agreement.

Approval of Improvement Plans.

1. Within one hundred eighty (180) days following the execution of this Agreement, the Developer shall prepare and submit to the City for review and approval, by the City Planning Commission and City Council, as required by applicable law such elevations, site plans, zoning variances required, and such additional plans and information, as is required for City review and approval by each such City Review Body, and in addition thereto, such revisions as are required by each such City Review Body during the course of its plan review, and thereafter such refined elevations and final construction plans as are required to obtain such City Review Body's approval for the Improvements (collectively, the "Improvement Plans"). The Improvement Plans submitted for approval shall be consistent with the preliminary concept plans for the Developer Improvements, with any modifications approved by the City through the approval process described herein.
2. Subject to this agreement, upon completion of the reviews by each of the aforesaid City Review Bodies and compliance with their plan revision requirements, each City Review Body shall evidence its approval of the Improvement Plans in writing, together with any additional requirements upon which it may condition its approval. If any City Review Body disapproves any Improvement Plans in whole or in part, it shall notify the Developer in writing, setting forth the reasons for such disapproval; and the provisions of this Section shall likewise apply to the submission of any

revised Improvement Plans to the applicable City Review Body for review and approval.

3. If the Developer desires to make any material change in any of the Improvement Plans after final approval thereof, the Developer shall submit the proposed change to the City for review and approval by the applicable City Review Body as is appropriate for such change based upon customary City requirements.

Section 2.7. Agreement to Market Developer Improvements.

The Developer shall have the responsibility of developing a marketing plan for the Project. This marketing plan shall identify potential end users and a strategy on attracting said end users. An update on the implementation of the marketing plan shall be provided to the CIC at least once per quarter.

(End of Article II)

ARTICLE III

ADDITIONAL AGREEMENTS AND COVENANTS

Section 3.1. Restrictions on Transfer of Property and Assignment.

The Developer agrees that, for the period commencing on the date of this Agreement and ending on the date the Developer Improvements have been completed, the Developer will not sell, transfer, assign or otherwise dispose of its ownership interest in all or substantially all of the Property, or engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property or any part thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property or any part thereof, without the written consent of the City; provided however that Developer may: (a) sell and convey residential, commercial, or retail units upon completion, and enter into sales agreements providing therefor prior to completion; (b) enter into easements or leases (including long term and/or ground leases) for portions of the Developer Property, consistent with the Improvement Plans; and (c) mortgage or encumber all or any portion of the Developer Property as necessary or appropriate in connection with the financing or refinancing of the Improvements.

Section 3.2. Restrictions on Transfer of Interests in the Developer.

The Developer hereby: (1) acknowledges that the identity of the persons who have ownership of the interests in and control of the Developer are important considerations to the City in entering into this Agreement with Developer; and (2) represents to the City that the ownership interests of the Developer are as reflected in the recitals of this Agreement.

The Developer represents and agrees for itself and its members, and for any successor in interest to itself and its members, that for the period commencing on the date of this Agreement and ending on the date the Developer Improvements have been completed, there shall be no voluntary transfer by any member of its membership interest in the Developer, nor shall any member suffer or permit such transfer to be made, or suffer to be made by the Developer or by any member any similarly significant change in or with respect to the identity of the members in control of the Developer, by any other method or means, without the prior written approval of the City. Notwithstanding the foregoing, the City agrees that the present members of the Developer may assign or transfer their membership interests to family trusts, partnerships, limited liability companies and other entities owned by them or members of their immediate families for estate planning purposes, provided that the Developer continues to be controlled by the present members of the Developer.

(End of Article III)

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. It will be an Event of Default under this Agreement if any party fails to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the defaulting party institutes curative action within the applicable period and diligently pursues that action to completion.

Section 4.2. Remedies.

Except as otherwise provided in this Agreement, in the event of breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed promptly to cure or remedy such breach, and, in any event, within thirty (30) days after receipt of such notice. In case such action is not taken within such time or not diligently pursued, or the default or breach shall not be cured or remedied within such time, the party asserting breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations, or proceedings to recover damages suffered as the result of such default.

Pursuit of any of the remedies in this Section shall not preclude pursuit of any of the other remedies herein provided, or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party's obligations hereunder. Forbearance by a party to enforce one or more of the remedies herein provided upon the occurrence of an event of default shall not be construed to constitute a waiver of such default.

Section 4.3. Force Majeure. Except as otherwise provided herein, neither the City nor the Developer shall be considered in default in their obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault, including but not limited to, acts of God or of the public enemy, acts of the Federal or state government, acts or delays of the other party (not the result of an act of delay by the Developer or City, as applicable), fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes, but not including lack of financing or financial capacity by Developer or the City, it being the purpose and intent of this Paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this Paragraph shall within 14 days after the beginning of such enforced delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the other party in writing of the duration of the delay.

Section 4.4. No Waiver. No failure by the parties to insist upon the strict performance of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by any party to observe or comply with any provision hereof.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

Section 5.1. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of this Agreement and continue in full force and effect for the duration of the project. In no event shall this Agreement or the project exceed ten (10) years from the date of this Agreement.

Section 5.2. Discrimination Prohibited. The Developer, its successors and assigns, shall not, in the use and redevelopment of the Property, discriminate against any person or group of persons based upon race, creed, sex, sexual orientation, religion, color, age, national origin or ancestry in the sale, lease or other transfer, of the Developer Parcel

Section 5.3. Provisions not Merged with Deeds. This Agreement embodies the entire agreement of the parties and supersedes any prior agreements. No provision of this Agreement is intended to or shall be merged by reason of a deed transferring title to any of the Property, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Agreement; the covenants and obligations of the CIC, the City and Developer shall survive and shall remain binding on the CIC, the City and Developer and their respective successors and assigns.

Section 5.4. Notices. Any notice or communication among the parties required or permitted to be given under this Agreement shall be deemed sufficiently given if delivered personally or mailed by U.S. registered or certified mail, and addressed as follows:

Notices to the CIC:

Defiance County Community Improvement Corporation
1300 E. Second Street
Defiance, Ohio 43512
Attention: Executive Director

Notices to the City:

City of Defiance
631 Perry Street
Defiance, Ohio 43512
Attention: City Administrator

Notices to the Developer:

[Address]

Section 5.5. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the CIC and the City contained in this Agreement or the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the CIC, the City or the Legislative Authority in other than his official capacity, and neither the members of the Legislative Authority nor any official shall be liable personally or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the CIC or the City contained in this Agreement or in the Indenture. Developer shall at all times maintain a liability insurance policy sufficient to cover the fair market value of the property and improvements.

Section 5.6. City Approvals. Any provision of the Agreement requiring the approval of the City, satisfaction or evidence of satisfaction of the City, or certification or opinion of the City, shall be interpreted as requiring action by the Mayor of the City granting, authorizing or expressing such approval, satisfaction certificate, certification or opinion, as the case may be, unless such provision expressly provides otherwise, or unless authorization for such approval is required by the City Council of the City under applicable law.

Section 5.7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the CIC, the City, the Developer and their respective permitted successors and assigns; provided that this Agreement may not be assigned by the City and may not be assigned by the CIC. This Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

Section 5.8. Amendments and Supplements. Except as otherwise expressly provided in this Agreement or the Indenture, subsequent to the issuance of the Bonds and prior to all conditions provided for in the Indenture for release of the Indenture having been met, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the provisions of Article XI of the Indenture, as applicable.

Section 5.9. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.10. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.11. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

(End of Article V)

IN WITNESS WHEREOF, the CIC, the City and the Developer have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

**COMMUNITY IMPROVEMENT
CORPORATION OF DEFIANCE
COUNTY, INC.**

By: _____
Erika Willitzer, Executive Director

THE CITY OF DEFIANCE, OHIO

This Document Approved as to
Legal Form

Ryan Mack, City Administrator

By: _____
Sean O'Donnell, Director of Law

[Developer],

By: _____

It's _____

FISCAL OFFICER’S CERTIFICATE

The undersigned, fiscal officer of the City, hereby certifies that the moneys required to meet the obligations of the City during the year 2024 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Kimberly J. Sprague, Director of Finance
City of Defiance, Ohio

Dated: _____

EXHIBIT A

CRA AGREEMENT & ORDINANCE

[Attach CRA Agreement & Ordinance when complete.]

EXHIBIT B

THE PROPERTY

Legal Description of...3.837 Acres

Being known as a portion of vacated Seminary Street and a part of the Northeast quarter (1/4) of Section 26, Township 4 North, Range 4 East, Defiance Township, City of Defiance, County of Defiance and being more particularly described as follows:

Commencing at the intersection of the centerline of Wayne Avenue (66 feet right of way) and the centerline of Arabella Street (60 feet right of way) monumented by a monument box found; thence North 63 degrees 05 minutes 52 seconds West, on the centerline of Arabella Street, 33.00 feet; thence South 26 degrees 40 minutes 23 seconds West, 30.00 feet to 5/8-inch capped iron pin set and the point of beginning;

Thence continuing South 26 degrees 40 minutes 23 seconds West, on the west line of the Wayne Avenue, 385.00 feet to a mag nail set on the northerly line of Seminary Street, (60 feet right of way);

Thence North 63 degrees 05 minutes 52 seconds West, on the northerly line of Seminary Street, 305.81 feet to a mag nail set;

Thence North 26 degrees 40 minutes 39 seconds East, 9.41 feet to a mag nail set;

Thence North 62 degrees 56 minutes 45 seconds West, 71.51 feet to a mag nail set;

Thence North 26 degrees 52 minutes 40 seconds East, 50.83 feet to a mag nail set;

Thence South 63 degrees 07 minutes 20 seconds East, 44.86 feet;

Thence North 28 degrees 43 minutes 30 seconds East, 113.00 feet;

Thence South 61 degrees 16 minutes 30 seconds East, 2.50 feet;

Thence North 28 degrees 43 minutes 30 seconds East, 13.19 feet;

Thence North 62 degrees 59 minutes 15 seconds West, 142.60 feet to a 5/8-inch capped iron pin set;

Thence North 40 degrees 45 minutes 41 seconds West, 96.54 feet to a 5/8-inch capped iron pin set on the easterly line of South Clinton Street (60 feet right of way);

Thence North 49 degrees 14 minutes 19 seconds East, on the easterly line of South Clinton Street, 174.66 feet to a 5/8-inch capped iron pin set, on the southerly line of Arabella Street;

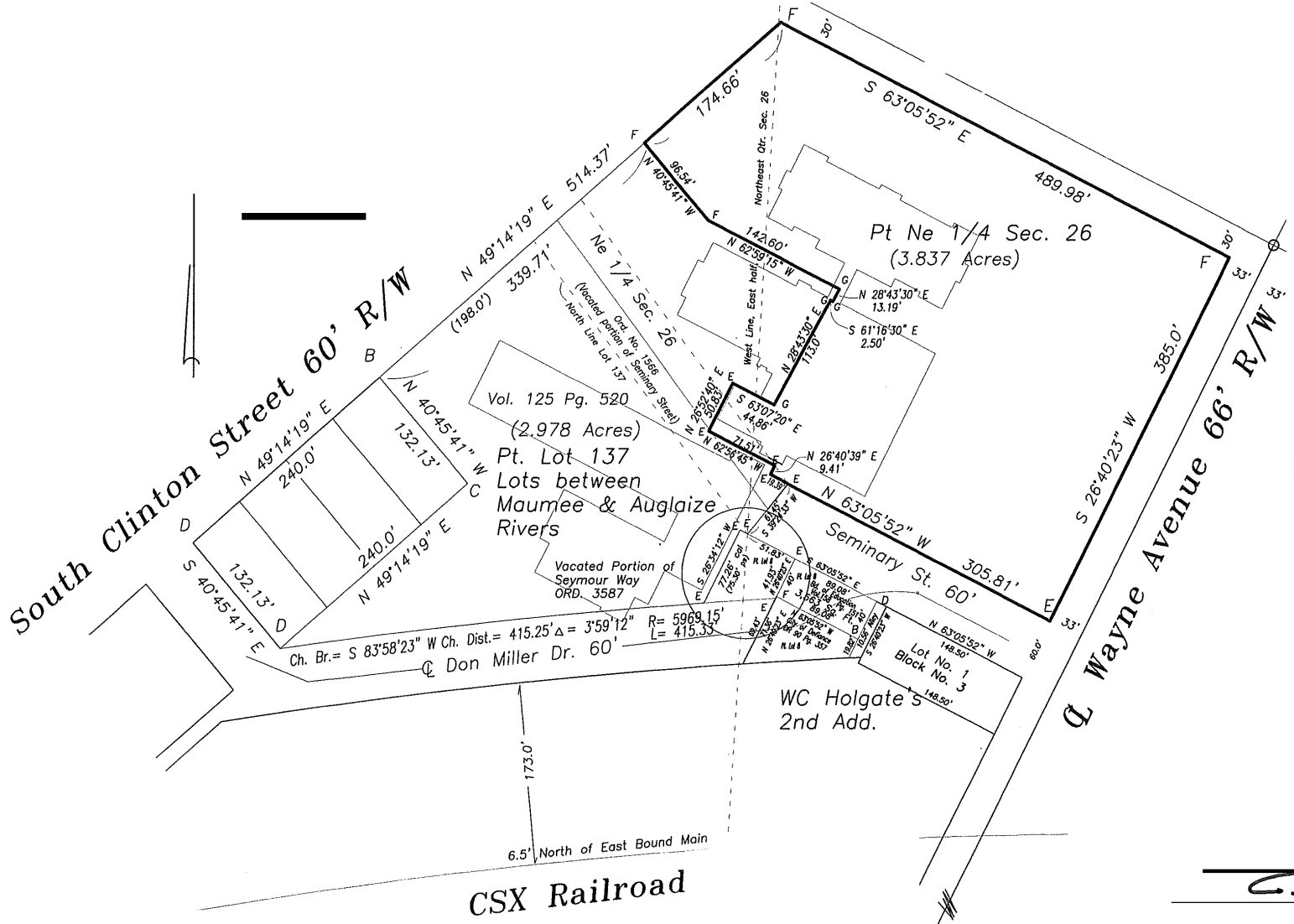
Thence South 63 degrees 05 minutes 52 seconds East, on the southerly line of Arabella Street, 489.98 feet to the point of beginning. The parcel herein described contains 3.837 acres more or less but subject to all legal highways and easements of record.

The basis of bearings is based on Ohio North Coordinates.

Thomas J Henry, Registered Surveyor No. 6787, prepared this description.

Auditor's Tax Parcel #: B01-1022-0-001-00

Property Address: 629 Arabella Street, Defiance, OH 43512



9-12-19

EXHIBIT C

DEVELOPER IMPROVEMENTS

Developer Improvements shall include the successful redevelopment of the former Defiance High School building and gymnasium into uses for market-rate housing, retail, hospitality, commercial establishments, or some mixed-use combination thereof, as well as amenities in support of those uses. Development can include any number of buildings of varying size and on varying lot configurations, as dictated by market needs, made available for sale or lease to one or more end-users. A successful development will leave the exterior facade of the former Defiance High School intact with renovations and reconstruction occurring on the interior of the building. Developer Improvements shall include land improvements and storm water management.

A successful development will incorporate as much of the October 22, 2022 Garman Miller Plan as possible and will include the conversion of the gymnasium into a common area or event center.