

**CITY OF XENIA, OHIO
ORDINANCE NUMBER 17 – 35**

**ORDINANCE AUTHORIZING THE SALE OF LAND KNOWN AS THE FORMER
SIMON KENTON ELEMENTARY SCHOOL, CONSTITUTING PARCELS
M40000100190000500 AND M40000100190000600**

WHEREAS, the City of Xenia owns land with improvements off of West Second Street known as the former Simon Kenton Elementary School, which is constituted by parcels M40000100190000500 and M40000100190000600; and

WHEREAS, the City has determined that it wishes to divest the property and place it back into private hands in order to bring a productive reuse of the land and facility; and

WHEREAS, the City conducted a request for proposal process seeking proposals for the reuse of the site and three proposals were submitted and accepted; and

WHEREAS, the City of Xenia has determined that the organization known as Simon Kenton Bridges of Hope has submitted a proposal for the reuse of the site that brings community value and service enhancement and that the City should proceed with sale of the property to Bridges of Hope; and

WHEREAS, the City has negotiated purchase and development agreements with Bridges of Hope for the sale of the land and improvements and is now ready to finalize this sale.

NOW, THEREFORE, the City of Xenia hereby ordains:


Section 1. That to allow for the reuse of the former Simon Kenton school facility site and to bring maximum benefit of the site to the citizens of Xenia, the City of Xenia hereby conveys to Bridges of Hope interest in Parcels M40000100190000500 and M40000100190000600 for the sum of twenty-five thousand dollars and no cents (\$25,000.00), subject to the Purchase and Development Agreements attached hereto and made a part hereof, which includes certain property easements at the site.

Section 2. The City Manager is authorized to execute Purchase and Development Agreements with Bridges of Hope for the sale of the land.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: July 13, 2017
Effective: August 12, 2017


Michael D. Engle
President, Xenia City Council

Attest:


Michelle D. Johnson
City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into as of July ____, 2017, by and among The City of Xenia, Ohio (“Seller”) and Simon Kenton Bridges of Hope, Inc., an Ohio non-profit corporation (“Buyer”).

RECITALS

WHEREAS, Buyer wishes to purchase certain property of Seller located at 1087 W. Second Street, Xenia, Ohio (comprised of Parcels No. M40000100190000500 and M40000100190000600) containing approximately 12.64 acres, and all improvements thereon and rights and appurtenances thereto, as more particularly described on the attached **Exhibit A** (the “Property”). Seller wishes to sell the Property to Buyer; and

WHEREAS, Seller’s sale of the Property and Buyer’s purchase of the Property is contingent upon the contemporaneous execution of a development agreement for the Property between Seller and Buyer which is consistent with Seller’s redevelopment plan for the Property (the “Development Agreement”)

NOW, THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. Purchase Price. The purchase price (the “Purchase Price”) to be paid to Seller for the sale of the Property to Buyer as provided for herein shall be Twenty-Five Thousand Dollars (\$25,000.00). At Closing, Buyer shall pay to Seller, by immediately available funds or by wire transfer of current funds, the Purchase Price, subject to adjustment as hereinafter provided and subject to all of the terms and conditions contained herein.

2. Adjustments. The following items shall be adjustments to the Purchase Price payable at Closing, unless otherwise so provided:

(A) General property taxes, if any, (state, county, municipal, school and fire district, and other local real estate taxes and personal property taxes) accrued for the year in which the Closing occurs through the date of Closing, and, in addition, if not fully paid prior to Closing, all taxes for years prior to the year in which Closing occurs, shall be charged to Seller as a credit against the Purchase Price;

(B) Special taxes or assessments, if any, upon the Property levied or which have accrued through the date of Closing shall be charged to Seller as a credit against the Purchase Price.

(C) On or before the date of Closing, Seller shall cause any and all assessments, liens, previously undisclosed leases or tenancies and encumbrances affecting the Property, including, without limitation, any mechanic’s lien, security interest, mortgage or deed of trust, to be satisfied and released. The proceeds due at Closing shall be applied to satisfy or pay any assessments, liens, encumbrances or other charges affecting the Property, which are to be paid, satisfied or released pursuant to this Agreement.

3. Closing Costs. Seller shall pay: (1) the costs, if any, of curing objections to the status of title and recording any curative title documents, if Seller has elected to cure; (2) the costs of satisfying and

releasing any liens or mortgages on the Property; (3) Seller's attorneys' fees; and (4) any other expenses incurred by Seller in connection with this transaction. Buyer shall pay: (1) the premium for the title insurance required by Buyer; (2) the costs of Buyer's due diligence investigations; (3) the costs of any environmental site assessment obtained by Buyer, (4) the costs of any survey required by Buyer; (5) all real property transfer fees; (6) the costs of recording the deed; (7) all other closing costs, including all fees charged by the title company handling the closing; (7) Buyer's attorneys' fees; and (8) any other expenses incurred by Buyer in connection with this transaction.

4. **Possession.** Seller shall transfer possession of the Property to Buyer at Closing, after the satisfaction of the contingencies set forth in Section 8 of this Agreement and completion of the Inspection Period as set forth in Section 9 of this Agreement, and with no tenancies or occupancies, and with all agreements affecting the Property cancelled and terminated on or prior thereto.

5. **Closing.** The closing (the "Closing") of the transaction contemplated hereby shall take place at the offices of Home Site Title Agency ("Title Company") at a time to be agreed upon on the date which is the 30th day following the end of the Inspection Period (the "Closing Date"), or at such earlier time as mutually agreed to in writing by the Buyer and Seller. So long as all conditions to Closing stated in this Agreement are satisfied, Seller agrees to proceed to closing within fifteen (15) days after receipt of notice from Buyer of Buyer's desire to close.

6. **Deliveries at Closing.** At Closing and upon payment of the Purchase Price, Seller shall execute and deliver: (a) a general warranty deed in proper form for recording, duly executed, and acknowledged, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; (b) the Development Agreement and the Easement Agreement (as referenced in the Development Agreement) executed by the Seller; and (c) an owner's affidavit and such further instruments of conveyance and other documents as may reasonably be required by the Title Company in order to consummate the transactions contemplated herein. At Closing Buyer shall pay the full Purchase Price as set forth in Section 1 of this Agreement (subject to the prorations and adjustments required hereunder) and shall execute and deliver the Development Agreement, the Easement Agreement and such other documents as the Title Company may reasonably request to effect the transactions contemplated by this Agreement.

7. **Commissions.** Seller and Buyer represent to each other that neither Seller (in the case of Seller's representation) nor Buyer (in the case of Buyer's representation) has dealt with nor does it have any knowledge of any other broker or other person who has or may have any claim against Seller, Buyer or the Property for a brokerage commission, finder's fee or like payment arising out of or in connection with this transaction.

8. **Contingencies.** The parties' obligations set forth in this Agreement shall be contingent upon the occurrence of the below items prior to Closing. The "Contingency Period" shall be defined as the date which is thirty (30) days after the date on which this Agreement has been executed by all parties.

(A) The parties' obligations under this Agreement shall be contingent upon the execution of the Development Agreement for the Property between Seller and Buyer which is consistent with Seller's redevelopment plan for the Property. The Development Agreement to be negotiated and executed among the parties shall include, but shall not be limited to, each party's specific obligations regarding development of the Property, provisions for the Seller to regain possession of the Property in the event the Buyer fails to develop the Property as set forth in the Development Agreement, and provisions granting the Seller the right to use a specific portion of the Property for the construction of a fire station. In the event that the parties are unable to

agree upon and execute the Development Agreement within the Contingency Period, then either party may terminate this Agreement by written notice to the other party and the parties shall thereafter have no further obligations hereunder.

9. Inspection Period. Seller shall provide Buyer with access to and copies of any information in Seller's possession that relates to the Property, including but not limited to copies of any prior surveys of the Property; copies of any prior title examinations or title commitments for the Property; and copies of any environmental and/or engineering studies on the Property. Buyer shall have a period of one hundred twenty (120) calendar days (the "Inspection Period") commencing on the execution of the Development Agreement by both parties pursuant to Section 8 of this Agreement within which to physically inspect the Property, cause title to the Property to be examined, have a survey of the Property made, check the zoning and permitted uses of the Property, take soil and groundwater samples, perform environmental testing that Buyer determines is necessary, and, in general, conduct its due diligence related thereto. During the Inspection Period, Buyer shall have the right to submit and obtain approval of its plans associated with the redevelopment of the Property, and Seller shall reasonably cooperate with such efforts but cannot guarantee any particular result. Buyer and Buyer's authorized representatives shall have the right to reasonable access to the Property at reasonable times during the Inspection Period for the purpose of inspecting the Property and otherwise conducting its due diligence review of the Property. Buyer shall indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury caused by Buyer, its employees, agents and contractors, in the conduct of such inspections and investigations other than pre-existing conditions merely discovered by Buyer or its employees, agents or contractors. Seller shall reasonably cooperate with Buyer in facilitating such inspections.

10. Title Matters. Prior to the expiration of the Inspection Period, Buyer may notify Seller in writing of any objections to title or survey which are not acceptable to Buyer ("Buyer's Notice"). Any matter or matters disclosed in Buyer's title commitment or survey which are not specified in Buyer's Notice shall be deemed to be "Permitted Exceptions". Seller shall use reasonable and diligent efforts to cure all objections to title or survey within 30 business days after receipt of Buyer's Notice ("Seller's Cure Period"). Seller's Cure Period may be extended upon the written agreement of the parties. If such objections are not cured before the expiration of Seller's Cure Period or any extension thereof, Buyer may, by written notice to Seller prior to the Closing: (i) decline to purchase the Property and terminate this Agreement; or (ii) waive such objection(s) and close the purchase of the Property without reduction of the Purchase Price.

11. Buyer's Termination Right. Within the Inspection Period, Buyer may elect for any reason or no reason whether or not to go forward with this Agreement to Closing, which election shall be made by notice to Seller given within the Inspection Period.

12. Seller's Covenants. Seller covenants and agrees that from and after the date of full execution of this Agreement and until the date of Closing:

(A) Seller shall allow Buyer and its agents and consultants, continuing access to the Property during business hours for the purpose of conducting inspections and investigations. Such access may be exercised by Buyer or by agents of or consultants to Buyer on Buyer's behalf. After completion of its inspection, Buyer shall restore any disruption of the physical elements of the Property caused by Buyer's inspection.

(B) Seller shall bear the risk of loss to the Property through the hour of Closing, and Buyer shall bear the risk of loss thereafter. Seller shall not take any other action which would cause any

representation, warranty or covenant set out herein to be untrue as of Closing without Buyer's prior written consent.

(C) Prior to Closing, Seller shall maintain and operate the Property in its current order, condition and repair, normal wear excepted.

(D) Prior to Closing, Seller shall not engage in or permit any sale, assignment, disposition, easement or encumbrance of the Property or any part thereof.

(E) Seller shall reasonably cooperate in good faith with Buyer with any zoning or permitting process as part of the due diligence investigation, but cannot guarantee any particular result.

13. Representations and Warranties. Seller warrants, represents, covenants, and agrees as follows as of the date of this Agreement and as of the Closing Date:

(A) Seller has full power and authority to enter into and perform this Agreement in accordance with its terms, and the person executing this Agreement on behalf of Seller has been duly authorized to do so;

(B) Seller is the owner in fee simple of the Property, subject only to encumbrances, matters and interests of record and liens for taxes and installments of assessments not yet due or payable, and there are no leases, options or agreements affecting the Property except those disclosed in writing to Buyer that will be cancelled or terminated on or before Closing without any liability to Buyer;

(C) There is no litigation or proceeding pending or, to the best of Seller's knowledge, threatened against Seller relating to the Property;

(D) No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right of way, utility or other taking which may affect the Property;

(E) Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transaction contemplated hereby will: (i) require Seller to file or register with, notify, or obtain any permit, authorization, consent or approval of, any governmental or regulatory authority, (ii) conflict with or breach any of the organizational documents of Seller, (iii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, lease, contract, agreement or other instrument, commitment or obligation to which Seller is a party or by which Seller, the Property or any of Seller's material assets may be bound, or (iv) violate any order, writ, injunction, decree, judgment, statute, law or ruling of any court or governmental authority applicable to Seller, the Property, or any of Seller's material assets; and

(F) Neither this Agreement nor any exhibit nor any written statement furnished or to be furnished by Seller to Buyer in connection with the transaction contemplated by this Agreement contains or will contain any untrue statement of a material fact or omits or will omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading and Seller agrees to furnish to Buyer copies of any notice, claim or demand received by Seller during the pendency of this Agreement which would materially change any representation given by Seller herein.

The representations and warranties set forth herein shall survive Closing for a period of one (1) year. Seller shall immediately notify Buyer if any of the representations, warranties or covenants of Seller become untrue prior to the date of Closing.

14. Eminent Domain or Damage. If, before Closing, any substantial portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access because of a taking or threatened taking by eminent domain or if there is damage to the Property, including any improvements situated on the Property, Seller shall, within 10 days of such taking or damage, notify Buyer thereof and Buyer shall have the option to: (a) terminate this Agreement upon notice to Seller given within 30 days after such notice from Seller; or (b) proceed with the purchase of the Property without reduction in the Purchase Price, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller as condemnation awards or insurance proceeds payable in connection with the damage, as applicable. Notwithstanding anything in this paragraph to the contrary, in the event there is significant damage to the Property or any improvements thereon prior to the Closing, the City as the right to terminate this Agreement upon written notice to the Buyer.

15. Indemnification. Seller shall indemnify, defend and hold harmless the Buyer, its directors, officers, employees, agents, successors and assigns, from and against any loss or damage to Buyer arising from any misrepresentation or any breach of warranty or default of any covenant or agreement of Seller under this Agreement and all costs and expense, including reasonable attorney's fees, related to any actions, suits, or judgments incident to any of the foregoing. Buyer shall indemnify, defend and hold harmless the Seller, its directors, officers, employees, agents, successors and assigns, from and against any loss or damage to Seller arising from any misrepresentation or any breach of warranty or default of any covenant or agreement of Buyer under this Agreement and all costs and expense, including reasonable attorney's fees, related to any actions, suits, or judgments incident to any of the foregoing. The terms of this Section 15 shall survive Closing for a period of one (1) year.

16. Remedies. If Seller defaults in the performance of Seller's obligations under this Agreement, or if any representation or warranty made by Seller herein proves to be false or misleading in any material respect, or if Seller breaches any representation or warranty made by Seller herein, Buyer shall have all lawful remedies, including without limitation enforcing this Agreement by suit for specific performance. If Buyer defaults in the performance of Buyer's obligations under this Agreement, or if any representation or warranty made by Buyer herein proves to be false or misleading in any material respect, or if Buyer breaches any representation or warranty made by Buyer herein, Seller shall have all lawful remedies, including without limitation enforcing this Agreement by suit for specific performance.

17. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns.

18. Assignment. Either party may assign its rights and interests herein or delegate its duties hereunder with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

19. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or deposited in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid, or sent by any nationally recognized delivery service and addressed as set forth below:

(A) If to Buyer: Simon Kenton Bridges of Hope, Inc.
Attn: Dan Jordan
100 Grace Drive
Xenia, OH 45385

(B) If to Seller: The City of Xenia
Attn: _____
101 North Detroit Street
Xenia, OH 45385

Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth. Notices sent in compliance with this Section shall be effective: (i) upon receipt or refusal if delivered personally; (ii) one (1) business day after depositing with such an overnight courier service; or (iii) three (3) business days after deposit in the mails if mailed.

20. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Ohio.

21. Entire Agreement. This Agreement, together with the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto and supersedes any and all prior and contemporaneous agreements, arrangements and understandings between the parties.

22. Survival of Obligations. All matters required to be performed hereunder after the date of Closing shall survive Closing.

23. Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement as of the day and year set forth beneath each party's respective signature.

BUYER:

Simon Kenton Bridges of Hope, Inc.

By: _____
Name: _____
Its: _____

SELLER:

The City of Xenia, Ohio

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description

Development Agreement

THIS DEVELOPMENT AGREEMENT (“Development Agreement”) is made and entered into this ____ day of July, 2017, by and among the CITY OF XENIA, OHIO, an Ohio municipal corporation (the “City”) and SIMON KENTON BRIDGES OF HOPE, INC., an Ohio non-profit corporation (“Bridges”)

RECITALS

WHEREAS, pursuant to a Purchase and Sale Agreement between the City and Bridges dated July ____, 2017, Bridges purchased certain property of the City located at 1087 W. Second Street, Xenia, Ohio (comprised of Parcels No. M40000100190000500 and M40000100190000600) containing approximately 12.64 acres, and all improvements thereon and rights and appurtenances thereto, as more particularly described on the attached Exhibit A (the “Property”); and

WHEREAS, Bridges’ purchase of the Property was contingent upon the execution of this Development Agreement setting forth each party’s specific obligations regarding development of the Property consistent with the City’s redevelopment plan for the Property; and

WHEREAS, the parties desire to set forth their various duties and responsibilities to each other, as more fully set forth in this Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Development Obligations & Duties of Bridges

- (a) Bridges shall develop and use the Property as a non-profit community center which along with other service agencies and organizations will address the issues of homelessness, poverty, and the consequences of addictive behavior. Bridges shall take all necessary actions such that the Property is re-zoned for such intended uses and the City shall reasonably cooperate with the re-zoning process. While the City shall reasonably cooperate with the rezoning process, it cannot guarantee any particular result in this regard.
- (b) Bridges shall renovate the Property in stages in accordance with the Renovation Schedule and Building Diagram set forth on Exhibit B (“Renovation Schedule”).
- (c) As the Property is renovated and developed pursuant to the Renovation Schedule, Bridges shall ensure that the areas of the Property available for its intended use as set forth in Section 1(a) are fully occupied and being used for said purposes.

2. Development Obligations & Duties of the City

- (a) The City shall reasonably cooperate with Bridges with any required rezoning to allow Bridges to utilize the Property for its intended use as set forth in Section 1(a), but the City cannot guarantee any particular result in this regard.
- (b) The City, in its sole discretion, may construct roadway improvements near the Property to provide better access to the Property and surrounding areas.

3. Easement/Option for Construction of Fire Station or other Public Uses by City

- (a) Bridges shall grant the City an easement/option regarding the Property on the area set forth on Exhibit C (the “City Easement Area”) which will provide that the City at any time shall have the right to split off and acquire all or a portion of the Easement Area for future use by the City as a public street, fire station, other public use, or for sale by the City to a third party. The easement/option agreement shall be in the form attached hereto as Exhibit D (the “Easement Agreement”). The Easement Agreement shall provide that if the City has not made use of the City Easement Area within seven (7) years after the date of the Easement Agreement, the easement and option granted therein shall automatically terminate. The Easement Agreement shall further provide that, in connection with the transfer of fee title to the City upon the City’s exercise of its option, Bridges shall have the right to reserve such easements as reasonably required in connection with the use and development of the Property. The City shall pay all costs associated with the preparation of a legal description of the City Easement Area.

4. Conveyance of Property in Event of Default by Bridges

- (a) In the event of any failure by Bridges to perform its duties and obligations pursuant to this Development Agreement, or any other default by Bridges under this Agreement, then the City shall give Bridges written notice of the failure or default, and Bridges shall have one hundred twenty (120) days after receipt of the notice to cure the failure or default, provided that if additional time is required, and Bridges has promptly commenced and continued to pursue the cure, Bridges shall not be in default so long as Bridges diligently pursues the cure to completion. If Bridges fails to cure as provided above, then the City shall have the option, but not the obligation, and in the City’s sole discretion, to require Bridges to convey the entire Property back to the City for no compensation or other consideration paid to Bridges for such conveyance.

5. Representations and Warranties of the Parties.

- (a) The City hereby represents and warrants to the other parties that:

- (i) The City is a duly established and validly existing municipal corporation within the State of Ohio with all requisite power and authority to enter into this Development Agreement pursuant to its Charter and to perform its obligations hereunder;
- (ii) The City, acting by and through its agents, has taken all such action which is necessary or appropriate to authorize the execution of this Development Agreement by the person executing the same; and
- (iii) This Development Agreement is the valid and binding act of the City, and is enforceable against the City in accordance with its terms.

(b) Bridges hereby represents and warrants to the other parties that:

- (i) Bridges is a duly established and validly existing non-profit corporation within the State of Ohio with all requisite power and authority to enter into this Development Agreement and to perform its obligations hereunder;
- (ii) Bridges, acting by and through its agents, has taken all such action which is necessary or appropriate to authorize the execution of this Development Agreement by the person executing the same; and
- (iii) This Development Agreement is the valid and binding act of Bridges, and is enforceable against Bridges in accordance with its terms.

6. Miscellaneous.

a. No Agency Partnership. Except as otherwise set forth herein, it is not intended by this Development Agreement to, and nothing contained herein shall, create any partnership, joint venture, or any other business relationship among the Parties.

b. Effective Date. This Development Agreement shall be effective upon the execution by all named parties and unless otherwise stated shall be effective as of the last date evidenced on the attached signature pages.

c. Counterparts. This Development Agreement may be executed and delivered by including facsimile transmission and any one or more counterparts by the different parties hereto, and separate counterparts, which, when executed and delivered, shall be deemed to be an original, but all which taken together shall constitute one and the same agreement.

d. Governing Law and Development. This Development Agreement shall be governed by and construed, in accordance with the laws of the State of Ohio, in effect giving the principals thereof, relating to conflicts or choice of laws. Any arbitration, litigation, or other matter regarding this Development Agreement or performance by any party must be brought in a court of competent jurisdiction within Greene County, Ohio.

e. Amendments. The parties may amend this Development Agreement, provided that no such amendment shall be effective unless it is reduced in writing, signed by all parties, in a specific reference to this Development Agreement.

f. Communications. Any notice, demand, or other communication required under this Development Agreement by one party to the other party shall be sufficiently given, if it is sent by certified U.S. mail, postage pre-paid, Return Receipt Requested, via overnight courier service (e.g. Fed Ex), or delivered personally and addressed as follows:

CITY:

City of Xenia
Attn: City Manager
101 N. Detroit Street
Xenia, Ohio 45385

FDC:

Simon Kenton Bridges of Hope, Inc.
Attn: Executive Director

Either Party may modify the address for notices, subject to the provisions of this Subsection f.

7. Severability. The invalidity, illegality, or unenforceability of any provision of this Development Agreement, or the occurrence of any event rendering a provision of this Development Agreement void, shall in no way affect the validity or enforceability of any other provision of this Development Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Development Agreement, and the balance of this Development Agreement shall be construed and enforced as if this Development Agreement did not contain the particular provision.

8. Time is of the Essence. The parties hereto acknowledge and agree that as to the all duties, responsibilities and obligations under this Agreement, time is of the essence.

9. Assignment. Either party may assign its rights and interests herein or delegate its duties hereunder with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties to this Development Agreement have caused it to be executed by their duly authorized representatives as of the date first set forth above.

SIMON KENTON BRIDGES OF HOPE, INC.

An Ohio non-profit corporation

By: _____

Print Name: _____
Authorized Signer

Date: _____

CITY OF XENIA, OHIO

An Ohio municipal corporation

By: _____

Print Name: _____

Date: _____

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PROPERTY RENOVATION SCHEDULE AND BUILDING DIAGRAM

EXHIBIT C
CITY EASEMENT AREA

EXHIBIT D
EASEMENT AGREEMENT