EASEMENT AGREEMENT

This Easement Agreement is made at Dayton, Ohio this day of
20_ by and between Oregon Parking, LLC, an Ohio Limited Liability Company ("Oregon
Parking "), The Woods Construction Company, an Ohio Corporation, ("Woods"), Womanline of
Dayton, Inc., an Ohio Non-Profit Corporation, ("Womanline"), Thai Nine, LLC, an Ohio
Limited Liability Company ("Thai Nine"), MOJO Investments, Ltd., an Ohio Limited Liability
Company, ("MOJO"), Oregon Renaissance, LLC, an Ohio Limited Liability Company,
("Oregon"), Armory, LLC, an Ohio Limited Liability Company ("Armory") and Italian Express,
Inc., an Ohio Corporation ("Italian").

The following additional entities are parties to this Agreement by virtue of mortgages they have on certain pieces of real estate related to this project. Joining in this Agreement are Bank One, NA, Citizens National Bank, National City Bank, United States Small Business Administration, KeyBank, and The First National Bank (collectively "Mortgagees").

WHEREAS, Woods is the owner of the real estate described in the attached Exhibit "B" as evidenced by deeds recorded by the Montgomery County Recorder at Microfiche No. 75-478D06 and Microfiche No. 90-361E02; and

WHEREAS, Womanline is the owner of the real estate described in the attached Exhibit "C" as evidenced by a deed recorded by the Montgomery County Recorder at Microfiche No. 96-016163; and

WHEREAS, Thai Nine is the owner of the real estate described in the attached Exhibit "D" as evidenced by a deed recorded by the Montgomery County Recorder at Microfiche No. 04-042321; and

WHEREAS, MOJO is the owner of the real estate described in the attached Exhibit "E" as evidenced by a deed recorded by the Montgomery County Recorder at Microfiche No. 02-067738; and

WHEREAS, Armory is the owner of the real estate described in the attached Exhibit "F" as evidenced by a deed recorded by the Montgomery County Recorder at Microfiche No. 99-393A12; and

WHEREAS, Bank One holds an interest in the real property owned by Armory by virtue of real estate mortgages recorded by the Montgomery County Recorder at Microfiche No. 99-3031B06 and Microfiche No. 01-1255A11; and

WHEREAS, Citizens National Bank holds an interest in the real property owned by Armory by virtue of a real estate mortgage recorded by the Montgomery County Recorder at Microfiche No. 05-002387; and

WHEREAS, National City Bank holds an interest in the real property owned by Thai Nine by virtue of real estate mortgages recorded by the Montgomery County Recorder at Microfiche No. 04-042322 and Microfiche No. 07-105812; and

WHEREAS, United States Small Business Administration holds an interest in the real property owned by Thai Nine by virtue of a real estate mortgage recorded by the Montgomery County Recorder at Microfiche No. 04-079032; and

WHEREAS, KeyBank holds an interest in the real property owned by MOJO by virtue of a real estate mortgage recorded by the Montgomery County Recorder at Microfiche No. 02-067739; and

WHEREAS, The First National Bank holds an interest in the real property owned by The Woods Construction Company by virtue of a real estate mortgage recorded by the Montgomery County Recorder at Microfiche No. 91-1207C02.

I. Grant of Easements

NOW, THEREFORE, in consideration of the mutual promises made herein Woods
Construction, Womanline, Thai Nine, MOJO, and Armory grant, sell, and convey unto Oregon
Parking an easement and right of way upon and across the real estate owned by Woods
Construction, Womanline, Thai Nine, MOJO and Armory that lie within the boundaries marked
on Exhibit "G" attached hereto. The easements given are for the benefit of the land described in
Exhibit "A" attached hereto and shall be deemed to run with the land. The right of way,
easement, rights and privileges herein granted shall be used only for the purpose of constructing,
operating, repairing and maintaining a public parking lot containing approximately 170 parking
spaces. The right of way, easement, rights and privileges herein granted shall also be used for
providing pedestrian and vehicular ingress and egress between all of the properties described
herein including the land described on Exhibit "A".

The easement, rights and privileges shall be for a period of twenty (20) years or for so long as Oregon Parking shall operate the aforementioned parking lot. Woods, Womanline, Thai Nine, MOJO and Armory hereby warrant that they have full power and authority to grant this easement and have a good and indefeasable fee simple title to the real estate described on the easement premises attached hereto as Exhibit "G", free and clear of all liens and encumbrances

except the mortgages recited in the preamble herein, and agree to forever defend the above described easement and rights unto Oregon Parking, Oregon Parking's legal representatives, successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

The easement, rights and privileges are exclusive, and the various grantors covenant that they will not convey any other easement or conflicting rights within the area covered by this grant.

The grantors also retain, reserve and shall continue to enjoy the use of the surface of the various pieces of property for any and all purposes that do not interfere with and prevent the use by Oregon Parking of the easement granted herein.

II. Expenses for Construction and Maintaining the Parking Lot.

Oregon Parking hereby agrees that it shall provide the funding for the initial construction of the approximately 170 parking space parking lot on the property described in Exhibits "A", "B", "C", "D", "E" and "F" attached hereto. Woods Construction, MOJO, Oregon, Italian, Thai Nine, Womanline and Armory hereby agree to fund the ongoing maintenance and repair of the parking lot once it is constructed by Oregon Parking. At this time it is estimated that the total annual expenses to maintain and operate the parking lot will be \$35,903.00. This is only an estimate, however it includes the payment of real estate taxes on the various parcels, grounds keeping, snow removal, lot sealing approximately every three (3) years, insurance and lighting expenses. There will be a cap on annual expenses at \$45,000.00. The cap amount may only be changed by a majority vote of the Governance Committee. The parties agree to be responsible for the following percentages of the annual parking lot expenses for maintenance and operation; Woods Construction - 30%; MOJO – 5%; Oregon – 19%; Italian – 13%; Thai Nine – 24%;

Womanline - 3%; Armory - 6%. Each of the aforementioned parties who actually own real estate wherein they have granted an easement herein shall receive a credit against their annual expense share for payment of real estate taxes as follows: Woods Construction - \$3,771.00; MOJO - \$2,145.00; Womanline - \$31.00 and Armory - \$1,000.00. Each of the aforementioned property owners shall be responsible for paying their own property taxes and shall receive a credit in the amount mentioned above against their annual expense share for the operation and maintenance of the parking lot. Based on the estimate of an annual expenses of \$35,903.00 for the operation and maintenance of the parking lot, and after applying the real estate tax credit aforementioned, the following are the estimated annual expense share for the parties; Woods Construction = \$7,120.00; MOJO = -\$470.00; Oregon = \$6,822.00; Italian = \$4,667.00; Thai Nine = \$8,497.00; Womanline = \$1,285.00 and Armory = \$1,035.00. The spreadsheet showing all expense percentages and calculations based on annual expenses of \$35,903.00 and annual expenses of \$45,000.00 is attached hereto as Exhibit "G". Oregon Parking agrees to be responsible for applying the aforementioned money and accounting for the aforementioned expense payments and to properly maintain and operate the parking lot.

All of the aforementioned dollar figures are estimates, however the percentage each party bears to the total expense shall remain constant unless and until any of the parties do not pay their annual expense share. If a party defaults on paying their annual expense share, Oregon Parking may adjust all parties share percentage in order to adequately fund the annual operation and maintenance of the parking lot. If a party defaults on paying any financial obligation created herein, Oregon Parking is entitled to collect its costs of collection including, but not limited to, attorney fees, interest and costs of collection.

Furthermore if any of the parties to this agreement have a significant change in the size, scope or use of their real estate then Oregon Parking reserves the right to adjust their percentage according to the change in level or type of use of the real estate.

Oregon Parking warrants that it will not permit any encumbrances including but not limited to mechanics liens on any of the other parties real estate and agrees to hold each party hereto harmless therefrom.

III. Governance Committee

There shall a Governance Committee initially made up of the following parties: Oregon Parking, Woods, Womanline, Thai Nine, MOJO, Oregon, Armory, and Italian. Each of the aforementioned parties shall have one (1) vote with respect to the Governance Committee. One vote shall also be passed on to any of the parties' successors and assigns. If the Oregon Business Association contributes financial assistance for the operation and maintenance of the parking lot, then they shall also have a vote and be a member of the Governance Committee. Any party who becomes delinquent with respect to any of their obligations created herein, shall lose their vote until such delinquency is brought current.

The powers and duties of a Governance Committee are to create and approve an annual budget for the ongoing maintenance and operation of the parking lot. The Governance Committee will set rules and regulations regarding the operation of the parking lot except the Governance Committee does not have the power to amend this Easement Agreement or to impose a monetary charge for anyone to use the parking lot or to remove the parking lot from public use without the consent of Oregon Parking.

The Governance Committee shall meet at least twice annually, and such meetings shall be called by Oregon Parking.

Oregon Parking will be the responsible party for procuring the insurance, contracting for grounds keeping, maintenance, snow removal, lot sealing, and paying for the lighting for the ongoing use of the parking lot in accordance with the budget, as approved by the Governance Committee.

All voting by the Governance Committee shall be a majority rule vote. A simple majority is all that is required to approve action of the Governance Committee.

IV. Special Conditions

- A. MOJO agrees to amend its lease with its tenant, Gem City Records, to only allocate 14 dedicated parking spaces within the parking lot to Gem City Records.
- B. Renaissance agrees to mutually terminate its parking lease with Dayton Reserves for dedicated parking spaces within the parking lot as a precondition to Oregon Parking having the duty to construct and operate the parking lot.
- C. Oregon Parking and all parties agree to allow MOJO to have 14 dedicated parking spaces for exclusive use by its tenant, Gem City Records.
- D. Italian agrees it will not sell its business or substantially all of its assets without first having the proposed buyer agreeing to assume Italian's obligations created herein.
- E. Oregon Parking agrees to pursue financial contribution from the Oregon Business Association for the operation and maintenance of the parking lot. If Oregon Parking is able to secure any funding from the Oregon Business Association, said funding shall reduce, prorata, the amount payable annually by

the parties for their expense share of the ongoing operation and maintenance of the parking lot.

V. Consent and Subordination of Mortgagees

The Mortgagees, by signing this Easement Agreement, agree to subordinate the priority of their respective mortgages to this Easement Agreement and consent to this Easement Agreement.

VI. Miscellaneous Provisions

- A. Survival Any of the terms and covenants contained in this Easement

 Agreement which require the performance of any party after the granting of the

 Easement shall survive the delivery of the Easement.
- B. Assignment No party hereto may transfer or assign this Easement Agreement without the prior written consent of Oregon Parking.
- C. Governing Law This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- D. Presumption This Easement Agreement or any section thereof shall not be construed against any party due to the fact that said Easement Agreement or any section thereof was drafted by said party.
- E. Titles and Captions All article, section and paragraph titles or captions contained in this Easement Agreement are for convenience only and shall not be deemed a part of the context nor affect the interpretation of this Easement Agreement.
- F. Entire Agreement This Easement Agreement contains the entire understanding between and among the parties and supersedes any prior

understandings and agreements among them respecting the subject matter of this Easement Agreement.

- G. Agreement Binding This Easement Agreement shall be binding upon the successors and assigns of the parties hereto.
- H. Counterparts This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

Oregon Parking, LLC
By: CityWide Development Corporation, its sole member
By: Steven J. Budd, President
By:
The Woods Construction Company
Ву:
Womanline of Dayton, Inc.
By:

Thai Nine, LLC
By:
MOJO Investments, Ltd.
By:
Oregon Renaissance, LLC
Ву:
Armory, LLC
By:
Italian Express, Inc.
By:
Bank One, NA
By:
Citizens National Bank
Ву:
National City Bank
By:

	City wide Small Business Administration
	By:
	KeyBank
	By:
	The First National Bank
	Ву:
STATE OF OHIO))SS:	
COUNTY OF MONTGOMERY)	
by Steven I Budd President, and Norman I	ed before me this day of, 20, E. Kappeler, Assistant Secretary of CityWide Oregon Parking, LLC, an Ohio limited liability
IN TESTIMONY WHEREOF I have hereu this day of, 20	nto set my hand and official seal at Dayton, Ohio
	Notary Public

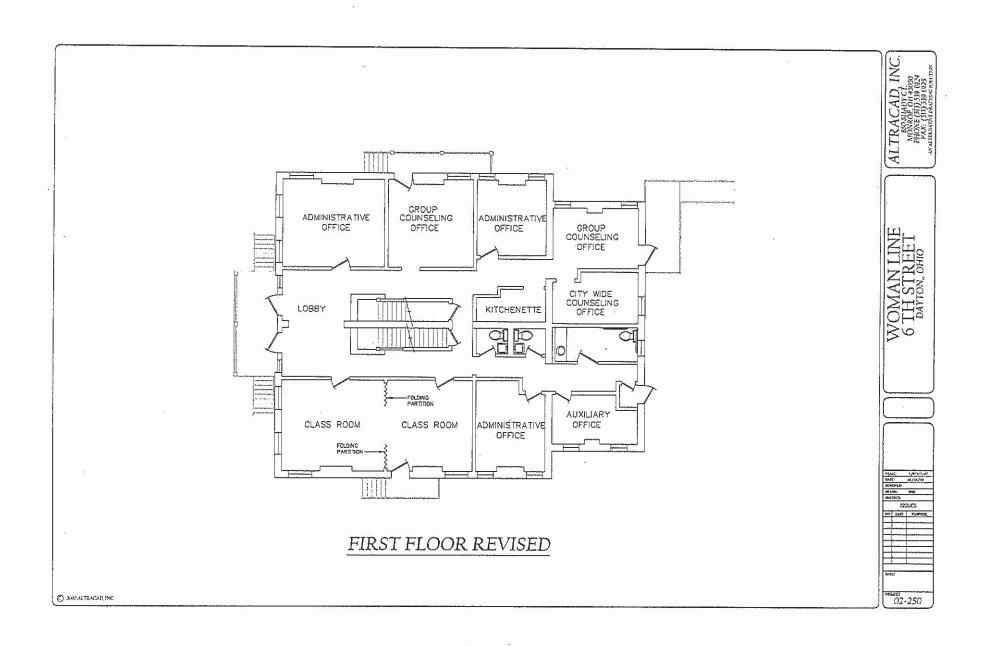
STATE OF OHIO))SS:		
COUNTY OF MONTGOMERY)		
The foregoing instrument was acknowledged before me this _by, of The Woods	day of, 20 Construction, an Ohio	,
IN TESTIMONY WHEREOF I have hereunto set my hand at this day of, 20	nd official seal at Dayton, Ohio)
Notary Public		
STATE OF OHIO)		
)SS: COUNTY OF MONTGOMERY)		
The foregoing instrument was acknowledged before me this by, of Womanline of	day of, 20 f Dayton, Inc., an Ohio corpora), ation
IN TESTIMONY WHEREOF I have hereunto set my hand a this day of, 20	and official seal at Dayton, Ohio	0
Notary Public		
STATE OF OHIO))SS:	٠	
COUNTY OF MONTGOMERY)		
The foregoing instrument was acknowledged before me this by, of Thai Nine, LLC, a	day of, 20 n Ohio limited liability compar	0, ny.
IN TESTIMONY WHEREOF I have hereunto set my hand a this day of, 20	and official seal at Dayton, Ohi	l o
Notary Public		

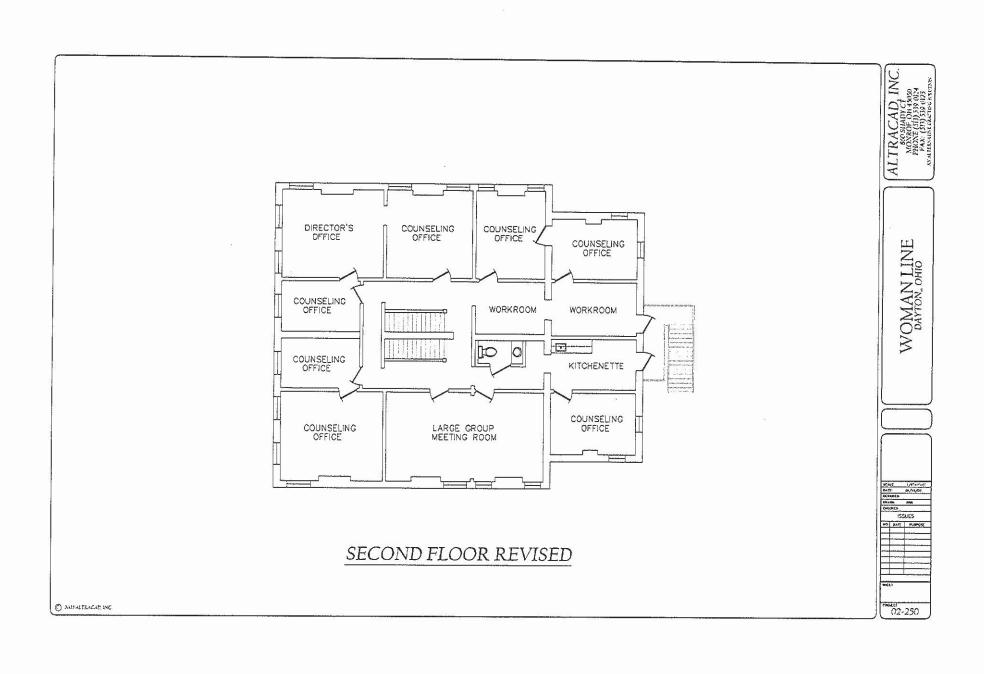
STATE OF OHIO) SS:
COUNTY OF MONTGOMERY)
The foregoing instrument was acknowledged before me this day of, 20, by, of MOJO Investments, Ltd., an Ohio limited liability company.
IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Dayton, Ohio this day of, 20
Notary Public
STATE OF OHIO))SS:
COUNTY OF MONTGOMERY)
The foregoing instrument was acknowledged before me this day of, 20, by, of Oregon Renaissance, LLC, an Ohio limited liability company.
IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Dayton, Ohio this day of, 20
Notary Public
STATE OF OHIO))SS:
COUNTY OF MONTGOMERY)
The foregoing instrument was acknowledged before me this day of, 20, by, of Armory, LLC, an Ohio limited liability company.
IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Dayton, Ohio this day of, 20

	Notary Public
STATE OF OHIO))SS: COUNTY OF MONTGOMERY)	
The foregoing instrument was acknowled by,	edged before me this day of, 20,, of Italian Express, Inc., an Ohio corporation.
IN TESTIMONY WHEREOF I have he this day of, 2	ereunto set my hand and official seal at Dayton, Ohio 0
	Notary Public
STATE OF OHIO))SS: COUNTY OF MONTGOMERY)	
The foregoing instrument was acknowled by,,	edged before me this day of, 20,, of Bank One, NA, an Ohio corporation.
IN TESTIMONY WHEREOF I have he this day of, 2	ereunto set my hand and official seal at Dayton, Ohio 0
*	Notary Public
STATE OF OHIO))SS: COUNTY OF MONTGOMERY)	
9-e foregoing instrument was acknowle by,	edged before me this day of, 20, of Citizens National Bank, an Ohio corporation.
	ereunto set my hand and official seal at Dayton, Ohio
	Notary Public

STATE OF OHIO).		
COUNTY OF MONTGOMER)SS: Y)		
The foregoing instrument was a by,	icknowledged before me th , of National City I	nis day of Bank, an Ohio corporatio	, 20,
IN TESTIMONY WHEREOF I this day of	I have hereunto set my han		
	Notary Public	;	
STATE OF OHIO))SS:		
COUNTY OF MONTGOMERY	Y)		
The foregoing instrument was a by Steven J. Budd, President, of corporation. IN TESTIMONY WHEREOF I this day of	have hereunto set my hand		
	Notary Public		
STATE OF OHIO COUNTY OF MONTGOMERY))SS: Y)		
The foregoing instrument was ac	cknowledged before me thi	is day of ok, an Ohio corporation.	, 20,
IN TESTIMONY WHEREOF I this day of	have hereunto set my hand	l and official seal at Day	ton, Ohio
	Notary Public		

STATE OF OHIO))SS:		
COUNTY OF MONTGOMER	2		
	acknowledged before me this, of The First National Bank, a		
IN TESTIMONY WHEREOF this day of	I have hereunto set my hand and, 20	l official seal at Dayton, Ohio	
	Notary Public		





• , , ~

July 28, 2009

TO:

Amy Haverstick, Jay's Restaurant

Robert Portune, Armory LLC Susan Bavaro, Oregon Express Dale Walton, Gem City Records

Robert Strong, Thai 9

Michael Ervin, M.D., Pacchia John O'Brian, Womanline

FROM: Ann Schenking, Secretary

City of Dayton Plan Board

SUBJECT: Approved Ordinance for Oregon Business District Community Parking Lot

Attached, for your records, is a copy of the ordinance approved by the Dayton City Commission on July 1, 2009, that established Planned Development 147 for the Oregon Business District Community Parking Lot. The ordinance was effective July 1, 2009.

We appreciate the assistance each of you provided to create the community parking lot. As a frequent patron of the business district, I can personally attest to the huge improvement the parking lot is in terms of convenience and condition.

If you have any questions about the provisions of the ordinance, please contact Tony Kroeger in the Department of Planning and Community Development at tony.kroeger@cityofdayton.org or 937-333-3673. I can be reached at ann.schenking@cityofdayton.org or 937-333-3699.

c: Tony Kroeger

By MS. Whaley

No. 30888-09

AN ORDINANCE

Amending the Official Zoning Map to Establish a Planned Development Overlay, PD-147, for the Oregon District Community Parking Lot, and Declaring an Emergency.

WHEREAS, An application has been made to establish Planned Development Overlay, PD-147, in a Urban Business District (UBD) and a Mature Neighborhood Commercial District (MNC) on property generally described as East Fifth Street to East Sixth Street and Brown Street to the elevated railroad to allow for the Oregon District Community Parking Lot and the modification of off-street parking requirements for contributing properties; and

WHEREAS, On May 5, 2009, the City Plan Board recommended approval of the request to establish the Planned Development Overlay, PD-147 Oregon District Community Parking Lot, Case Z-008-2009; and

WHEREAS, There is a commitment to implement the project in a timely manner to provide needed services and employment opportunities; and

WHEREAS, To meet the foregoing commitment and provide for the immediate preservation of the public peace, property, health or safety, it is necessary that this ordinance take effect immediately upon its passage; now, therefore,

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

Section 1. In accordance with the recommendation of the City Plan Board, as made in Case Z-008-2009, Planned Development PD-147 Oregon District Community Parking Lot, consisting of +/- 3.36 acres generally described as East Fifth Street to East Sixth Street and Brown Street to the elevated railroad, is hereby established. The Parcel Identification Numbers that comprise PD-147 are shown on Exhibit A (attached). Pursuant to R.C.G.O. Section 150.125.7, the City's official zoning map shall be redrawn to reflect the Planned Development Overlay, PD-147 Oregon District Community Parking Lot.

Section 2. In addition to the requirements applicable to all UBD and MNC District zoned properties, the property described in Section 1 of this ordinance is subject to the conditions and land use controls set forth in Section 3 of this ordinance, and collectively referred to as Planned Development PD-147 Oregon District Community Parking Lot.

Section 3. The purpose of Planned Development PD-147 Oregon District Community Parking Lot is to ensure the proper design of the lot and provision of off-street parking. Lots and property within Planned Development PD-147 Oregon Business

District Community Parking Lot are restricted and subject to the following uses, conditions and requirements.

Off-Street Parking Regulations

Uses located within Planned Development PD-147 shall comply with underlying zoning regulations inclusive, with the exception they are not required to provide the minimum number of off-street parking spaces required in R.C.G.O. Section 150.700. However, a minimum of one hundred eighty (180) off-street parking spaces shall exist within the boundaries of Planned Development PD-147.

If a property owner discontinues participation in the easement agreement with Oregon Parking, LLC, a fully executed copy of which is filed with CityWide Development Corporation, 8 North Main Street, Dayton, Ohio, that property owner shall be subject to the minimum parking requirements set forth in R.C. G. O. Section 150.700.

Permitted Uses

Permitted Uses shall be the same as the underlying zoning district for each property.

Conditional Uses

Conditional Uses shall be the same as the underlying zoning district for each property.

Bulk Requirements

Bulk requirements shall be the same as the underlying zoning district for each property.

Off-Street Parking Lot Design Regulations

The off-street parking lot shall comply with R.C.G.O. Section 150.700, except as otherwise noted.

- 1. Lighting, setbacks, external landscaping, and landscape islands shall be located as shown on the site plan (attached as Exhibit B).
- 2. A minimum of one hundred eighty (180) off-street parking spaces shall exist within the boundaries Planned Development PD-147.
- 3. Dumpsters shall be fully screened as set forth in R. C. G. O. Section 150.800.

Utilities

- 1. Site drainage shall comply with City standards as determined by the Divisions of Water Engineering and Civil Engineering.
- 2. Utilities shall comply with subdivision regulations and City standards as determined by the Divisions of Water Engineering and Civil Engineering.
- 3. All future private utilities shall be placed underground or located in the rear of the property except as modified by the Plan Board with due consideration to environmental concerns.

Signage

Signs shall be in accordance with R.C.G.O. Section 150,900.

Landscape, Screening, Fencing, and Parking Maintenance

Property owners and/or lessees shall maintain in perpetuity all fencing, screening, landscaping and parking surface materials in a good condition and keep them neat and orderly in appearance and free from refuse, debris and weeds. All damaged fencing, screening, landscaping and parking surface materials shall be removed and/or replaced within thirty (30) days or in an acceptable timeframe as determined by the Zoning Administrator.

Dimensions

All dimensions on the Exhibit B shall be binding, and the appropriate scale shall be used to interpret where dimensions are lacking, unless modified as per R.C.G.O. Section 150.120.

Plan Adjustments and Interpretations

Minor adjustments to this Planned Development may be made per R.C.G.O. Section 150.120 of the Zoning Ordinance. The Plan Board may interpret and make modifications to the provisions of this Planned Development, provided that such interpretations and modifications are in substantial conformity with the intent, purpose and overall design concept of this development.

Section 4. For the reasons stated in the preamble hereof, this Ordinance is declared to be an emergency measure and shall take effect immediately upon its passage.

PASSED BY THE COMMISSION. JULY......, 2009
SIGNED BY THE MAYOR.........., 2009
MAYOR RHINE MCLIN, CITY OF DAYTON, OHIO

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

City Attorney

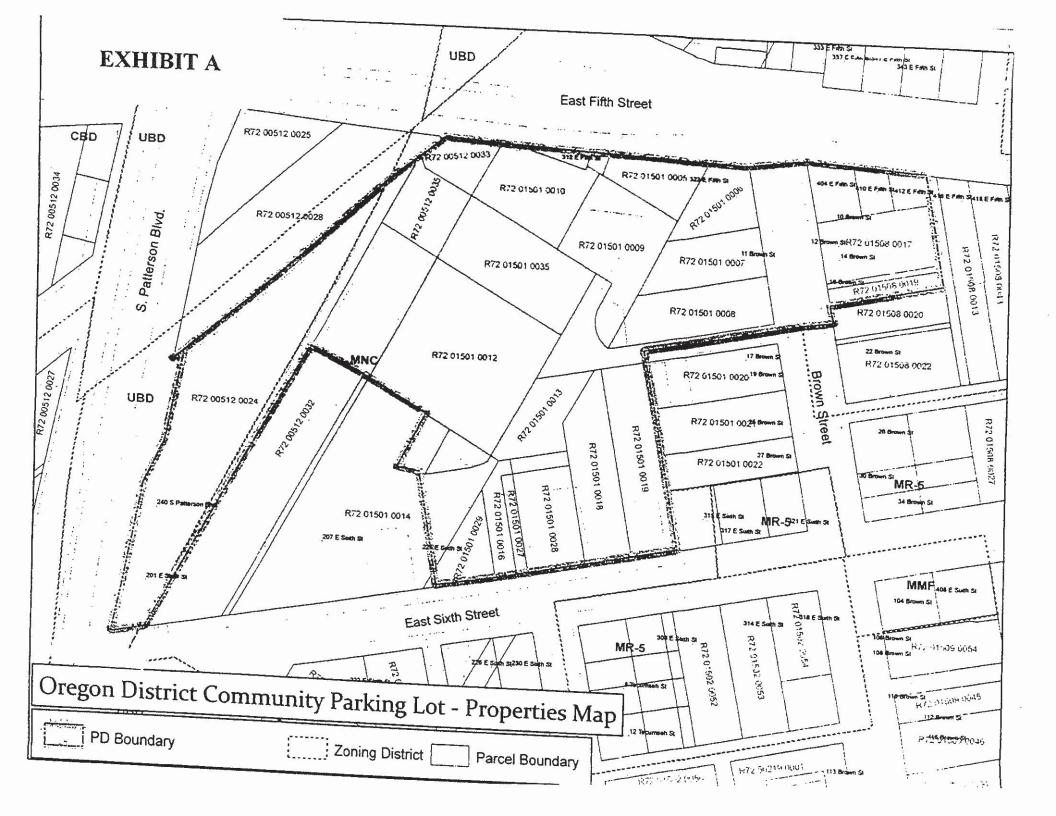
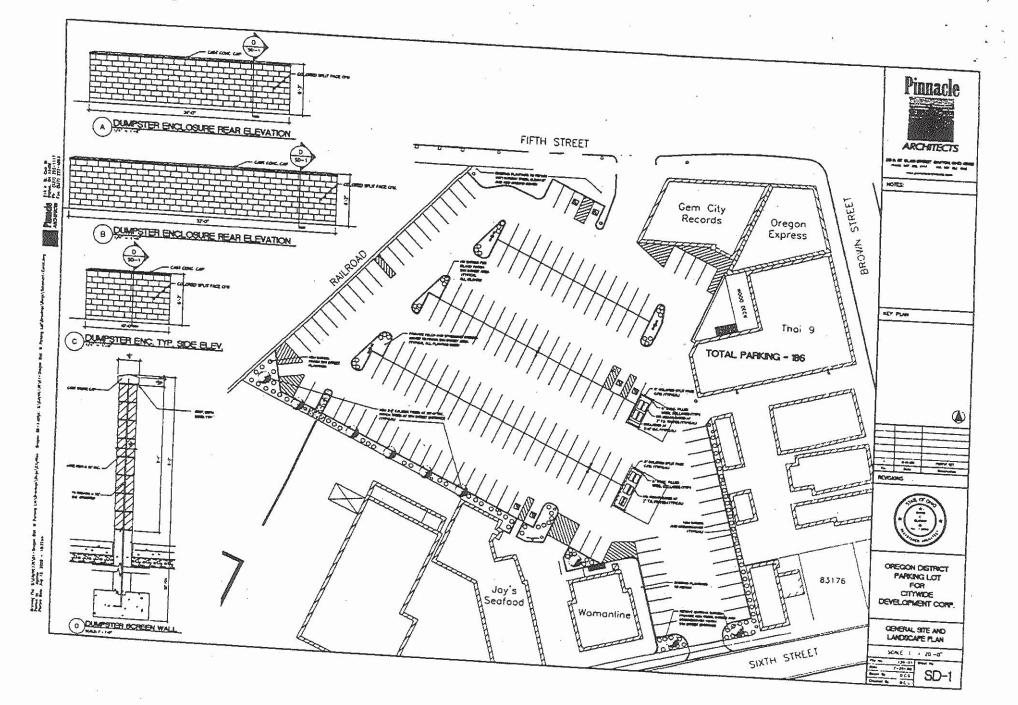
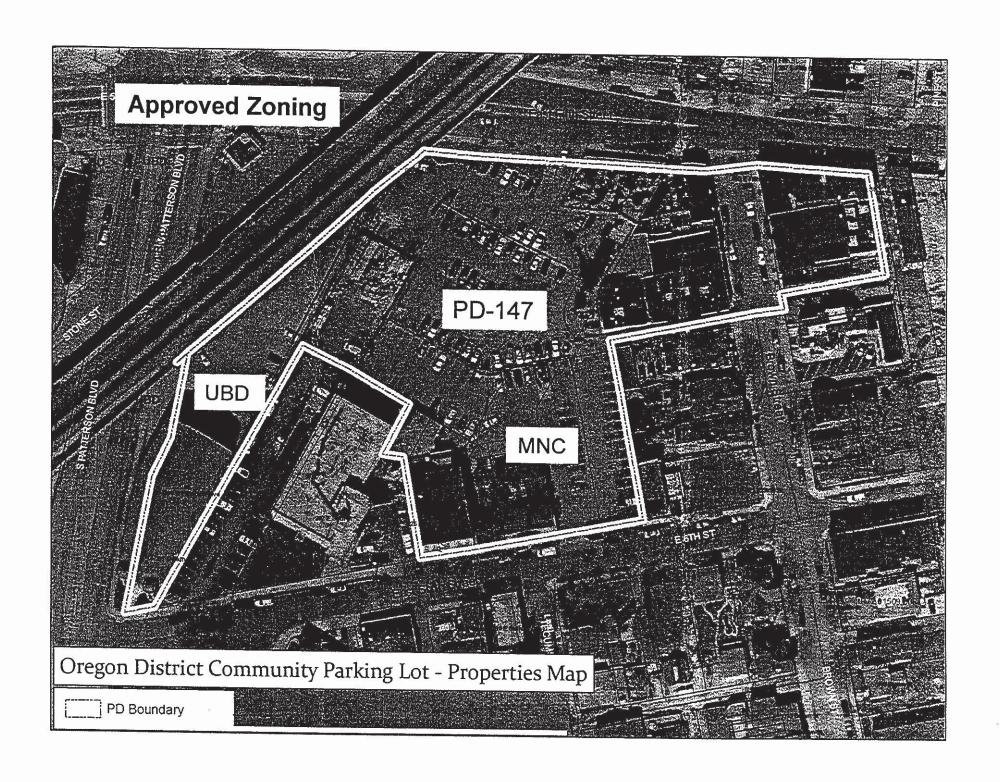


EXHIBIT B





	WOMANLINE OF DAYTON, INC. 2014 Budget Worksheet			
Utilities DP&L/Vectren	7,147	6,135	2014 Bodo 8,500	
Utilities City of Dayton (Water)	759	481	750	
Security Monitoring	446	594	675	
County Assessment	963	1,044	1,000	
Landscaping/Garden	-	(-	200	
Bldg Maint./Repair Incl plans	2,273	2,968	2,500	
Insurance - Bldg	3,086	3,375	3,375	
Insurance - Employee Practice	1,360	1,360	1,360	
Insurance - Professional Liability		8=	G#	

Oregon Parking Lot Expenses January - December 2013

	Expenses
Real Estate Taxes	
Jays	4,376
Gem City Records	5,616
Womanline	69
Armory	3,567
CityWide	6,643
Total Real Estate Taxes	20,272
Grounds Keeping	5,008
Snow Removal	5,145
Repair Light Pole	474
Insurance	432
Lighting	3,926
Signage	1,774
Security	1,040
Reserve	5,000
Total Expenses	43,071

	Minimum Parking	%	Expense Share	RE Tax Credit	Security Credit	2013 Balance Due
Jays	91	30%	13,065	(4,376)		8,689
Thai 9	71	24%	10,193		(1,040)	9,153
Oregon Express	39	13%	5,599			5,599
Armory	17	6%	2,441	(3,567)		· ·
Womanline	11	4%	1,579	(69)		1,510
Gem City Records	14	5%	2,010	(5,616)		=
Side Bar	57	19%	8,183	***		8,183
Total	300	100%	43,071	(13,629)	(1,040)	33,135

Date Prepared:

02/24/14