

COMMUNITY BENEFITS AGREEMENT . WALWORTH JUNCTION

May 16, 2019

This Community Benefits Agreement (this “Agreement”), outlines certain conditions which demonstrate an ongoing commitment by **East End Development, LLC** known as the **Developer**, to the **East End Area Council**, its **Walcat Subcommittee**, and the **Community**, known collectively as the **Beneficiaries**; and by the **Beneficiaries** to the **Developer**, as outlined below in support of resident-driven projects consistent with the parties’ priorities.

Recitals

- A. The Developer is planning to remediate a brownfield site, extend a dead-end public street, Walworth Avenue, and build 40 single family homes for Homearama 2020.
- B. Developer is working with Ohio EPA on site cleanup, has a Traffic Study and Geotechnical Report, which Developer promises to provide to Walcat members.
- C. Developer plans to purchase public park land from Cincinnati Parks Board to extend Walworth Avenue, build two retaining walls and maintain the hillside leading to Columbia Parkway across from the 40 new homes, following Cincinnati Parks Board requirements and recommendations for hillside maintenance and landscaping.
- D. Residents who live in the area are concerned about health & safety as the toxic site is remediated, additional traffic on Walworth, and the loss of natural green space Developer has removed near and around the 58 existing homes on Walworth Ave which residents had enjoyed for 40+ years.
- E. Community members and residents are concerned with hillside slippage, and Developer’s plan to create a detention pond and new public park across from the 58 existing homes.
- F. Community members and residents are interested in working the Developer to ensure citizen concerns are addressed, and the community has input into new green spaces and public park spaces and other amenities the Developer plans to create.
- G. Deep community engagement on major developments is difficult at regular neighborhood council meetings with many agenda items. Deep engagement requires additional meetings between the Developer and Beneficiaries.
- H. Walcat was created for any EEAC community member interested in deeper engagement with the Developer on this specific project.
- I. Walcat meetings were advertised in CTCC and East End community council email blasts and announced at the March 18, 2019 meeting of Columbia Tusculum Community Council, and at the April 1, 2019 meeting of East End Area Council.
- J. Walcat’s first organizing meeting was April 3, 2019. More than 40 people attended.
- K. Walcat’s first meeting with Developer was April 8, 2019. Developer made verbal assurances in response to most citizen concerns. Walcat told Developer it expects a written Community Benefits Agreement with Developer to memorialize agreements.

- L. Walcat members desire a coordinated effort by Developer to keep Walcat informed during all phases of the development, and to give Walcat input into all areas that may impact residents and the community during the development process.
- M. This Agreement is attached to the Walworth development project, and survives any change in Developer (i.e. sale of project to another developer).

East End Development, LLC, an Ohio limited liability company (“Developer”) and the EEAC, by and through The Walcat Subcommittee have agreed to the following terms and conditions;

1. Traffic Management.

- a. The Residents will provide their input and opinion to the Developer as to the traffic management on the connection to/from Hoff Avenue. The decision needs to be made as to whether or not the Hoff connection will be gated for emergency access only or as a through connection. The City of Cincinnati’s Department of Transportation and Engineering will make the final decision.
- b. The Developer will be responsible for traffic management at Walworth and Delta Avenue during construction of the Development. If it is determined through input of the Residents, as well as the City of Cincinnati Department of Traffic Management that a traffic officer is needed, then the Developer shall hire the traffic officer to direct traffic during the rush hours.

2. Access Road Entrance. The Developer has modified its Development Plan so that, upon completion of the homes within the Development, so that the rear entrance of the Development has been modified so that headlights from the new homes will not shine into existing homes. A copy of the modified Development Plan is attached.

3. Limit on Number of Lots and Homes. The Developer agrees that it will submit its Subdivision Plan to the City of Cincinnati Planning Commission limiting the Development to no greater than 40 homes. Upon approval by the Planning Commission and City Council, there shall be no right to modify the approved plan increasing the number of homes

4. Green Space. The Developer will provide a landscape architect to allow the Residents to designate the green space area located at the east end of the Development (the “Detention Area”). The Developer will allocate \$50,000.00 for private landscaping at the east end of the Property. The Developer will provide a blank slate for grading and installation of the Detention Basin. The \$50,000.00 can be used for plantings of the residents’ choice, which will include all of the Detention Basin, as well as the bio-swale area within the detention basin.

5. Preservation of Cherry Trees. The Developer agrees that all cherry trees located on Walworth Avenue shall be maintained unless otherwise required by the City of Cincinnati for street widening. If the cherry trees are removed, the Developer will use its best efforts to salvage and re-plant the cherry trees in the Detention Area.
6. Painting and Lighting Pedestrian Tunnel. The Developer agrees that it shall, at its sole cost and expense, paint and light the pedestrian tunnel to Riverside Drive. The Developer agrees that during the development, all trucks coming to and from Walworth shall be covered and any soil, rocks or debris shall be cleaned up by the Developer on a regular basis.
7. Oasis Trail Easement. The Developer shall grant an easement over the east end portion of the open space area to allow connection to the Oasis Trail. The location of the connection will be at the discretion of the Residents and upon the approval of the Developer.
8. Regular Meetings of the Developer and Walcat. The Developer agrees that it shall engage regular meetings with the Walcat Subcommittee and/or the EEAC, no less than once per month. The Developer agrees that it shall make available its e-mail address for regular communication with the Walcat Subcommittee, including but not limited to, emergency issues, street closures and the like.
9. Environmental Clean-Up. The parties acknowledge that the property is a contaminated Brownfield Site. The Developer is working on an ongoing basis with the Ohio Environmental Protection Agency ("OEPA") in order to have the site cleaned up to the highest level permitted by the OEPA for residential development. In connection with the clean-up, the Developer will seek from the OEPA a "Covenant Not to Sue" and "No Further Action" letter.

The Developer will keep the Residents advised of the ongoing status of the clean-up, including construction schedules and the like. The parties also acknowledge that the environmental clean-up plan cannot be deviated and will be the sole responsibility of the Developer to implement and complete.

10. The Developer agrees that these terms and conditions will be incorporated in writing with the Development Agreement prepared by the City of Cincinnati and to be entered into between the Developer and the City of Cincinnati.
11. This contains the complete agreement and understanding of the parties and cannot be modified in any respect without the written consent of the parties hereto.
12. This is binding upon the parties as well as their successors and assigns.

We agree to the scope of the conditions above.

East End Development, LLC,
an Ohio limited liability company

By: Thomas J. Ackermann

Name: THOMAS J. ACKERMANN

Its: MANAGING MEMBER

Sworn to and subscribed in my presence this 16 day of MAY, 2019.

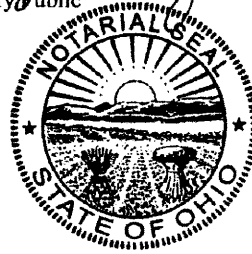
Elizabeth J. Guthrie
Notary Public

Agreed by Walcat Subcommittee:

By: Jeffrey T. Surd

Name: Jeffrey T. Surd

Title: Vice Chair, Walcats



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022