

DEVELOPMENT AGREEMENT

Struthers Homeownership – Welcome Home Ohio

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this ____ day of February, 2025, by and between the CITY OF STRUTHERS (the “**City**”), and PANTHEON HOUSING DEVELOPMENT GROUP LLC, an Ohio limited liability company (the “**Developer**”). The City and Developer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**”.

RECITALS

A. The City was awarded \$2,750,000 (the “**Grant Funds**”) by the Ohio Department of Development (“**ODOD**”) under the FY 2025 Welcome Home Ohio program to develop, construct and sell to eligible homebuyers eight (8) workforce homeownership units in the City (the “**Homes**” or “**Project**”).

B. The Homes will be developed on certain real property located in the City and more particularly described in Exhibit A attached hereto (the “**Property**”).

C. The Property is currently owned by the City of Struthers Land Revitalization Corporation, an Ohio nonprofit corporation (the “**Revitalization Corp**”), which is an affiliate of the City.

D. The City desires to engage the Developer to develop the Project in accordance with the requirements of that certain State of Ohio Welcome Home Ohio: Purchasing Program Grant Agreement by and between the City and ODOD, dated as of _____, 2024 (the “**Grant Agreement**”) and the terms and conditions of this Agreement.

E. In furtherance of the Project, the City agrees to (a) cause the Revitalization Corp to convey the Property to the Developer or its designated affiliate and (b) acquire the completed Homes from the Developer or its designated affiliate or cause a City designated nonprofit (the “**Nonprofit Partner**”) to acquire the Homes for resale to eligible homebuyers.

AGREEMENT

1. Project Goals and Objectives.

a. Goals of the Developer

- i. **Provide Quality Housing:** Ensure the construction of high-quality, durable single-family homes that meet the needs and expectations of the future home owners.
- ii. **Enhance Community Value:** Contribute to the overall development and improvement of the Struthers community by adding aesthetically pleasing and functional homes.

- iii. **Sustainability:** Incorporate sustainable building practices and materials to promote environmental responsibility.
- iv. **Timely Completion:** Complete the project within the agreed timeline to avoid delays and additional costs.
- v. **Cost Efficiency:** Manage the project budget effectively to ensure cost-effectiveness without compromising quality.

b. Responsibilities and Deliverables

i. Predevelopment Phase

- 1. **Site Selection and Acquisition:** Identify and acquire suitable land through the City and Struthers Land Reutilization Corporation.
- 2. **Feasibility Studies:** Conduct studies to assess viability of specific sites, including environmental, soil, and other studies and tests as needed.
- 3. **Financing:** Secure funding for the project
- 4. **Regulatory Approvals:** Obtain necessary permits and approvals from local regulatory boards and authorities.

ii. Development Phase

- 1. **Design and Planning:** Collaborate with architects and engineers to create detailed plans and designs for the homes.
- 2. **Contractor Selection:** Hire qualified contractors and subcontractors to carry out the construction work.
- 3. **Project Management:** Oversee the construction process, ensuring adherence to timelines, budgets, and quality standards.
- 4. **Quality Control:** Implement quality control measures to ensure the construction meets all specified standards and regulations.

iii. Construction Phase

- 1. **Site Preparation:** Prepare the site for construction, including clearing, grading, and utility installation.
- 2. **Building Construction:** Construct the homes according to the approved plans and specifications.
- 3. **Inspections:** Conduct regular inspections to ensure compliance with building codes and standards.

iv. Post-Construction Phase

- 1. **Final Inspections and Approvals:** Obtain final inspection and approvals from local authorities to ensure the homes are safe and ready for occupancy.
- 2. **Occupancy Permits:** Secure occupancy permits for each home.
- 3. **Transfer of Ownership:** Facilitate the transfer of ownership of the homes to the city of Struthers through the purchase agreement.

2. **Developer Designation.** The City hereby designated the Developer as the exclusive developer of the Project, subject to the terms and conditions set forth herein. Developer shall oversee the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the development Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the City in furtherance of the Project

3. **Developer Responsibilities.** The Developer's services shall be performed in the name and on behalf of the Developer and shall consist of the duties set forth in this Section 4 and elsewhere in this Agreement. The Developer has performed or shall perform the following:

(a) Prepare a development budget (the "**Budget**"), schedule (the "**Schedule**") and design and scope for the Project (the "**Scope**") for review and approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed

(b) Negotiate and cause to be executed in the name and on behalf of the developer agreements for architectural, engineering, testing or consulting services for the development Project in accordance with Budget and Scope, and any agreements for the development and construction of the Homes, including the furnishing of any supplies, materials, machinery or equipment therefore, or any amendments thereof;

(c) Assist the City in dealing with neighborhood groups, local organizations, abutters and other parties interested in the development of the development Project;

(d) Assist the City in identifying sources of construction financing for the development of the Project and negotiate the terms of such financing with lenders;

(e) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(i) Coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design of the Project;

(ii) Administration of any construction contracts;

(iii) Participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(iv) The rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

(v) The review and submission to the City for approval of all requests for payments under any architectural agreement, general contractors agreement, or any loan

agreements with any lending institutions providing funds for the Project and the design or construction of any Project improvements;

(vi) The submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(vii) Applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(viii) Compliance with all terms and conditions applicable to the City or the Project under the Grant Agreement and in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(ix) Furnishing such consultation and advice relating to the construction and development of the Project as may be reasonably requested from time to time by the City;

(x) Keeping the City fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the City;

(xi) Giving or making requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(xii) Filing any notices of completion required or permitted to be filed upon the completion of any improvements and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Homes;

(f) Obtaining access to utilities and required zoning approvals;

(g) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design and construction of the Project, and in addition to verify that the same is being carried out substantially in accordance with the plans and specifications;

(h) Perform all obligations with respect to the design and construction of the Project contained in any loan agreement or security agreement entered into in connection with any financing for the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction;

(i) To the extent requested to do so by the City, prepare and distribute to the City a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as

required by the City, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of Grant Funds and funds from any loans arranged by the Developer or the City to cover the cost of design and construction of the Project;

(j) Obtain and maintain insurance coverage for the Project, the Developer and its employees during the development phase of the Project in accordance with an insurance schedule, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the City;

(k) During the construction and development period of the Project, comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter called laws) of all Federal, state and municipal government courts, departments, commissions, boards and offices, having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the developer or the Project, which may be applicable to the development project or any part thereof. Any such compliance undertaken by the Developer, in accordance with the provisions of this Agreement, shall be at the Developer's expense. The Developer shall likewise ensure that all agreements comply with all such applicable laws;

(l) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the City and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will make application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(m) Coordinate and administer the design and construction of all Homes comprising the Project;

(n) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion; and

(o) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement or, which are requested to be performed by the City and are within the general scope of the services described herein.

4. City Responsibilities. The City shall perform the duties set forth in this Section 4 and elsewhere in this Agreement. The City has performed or shall perform the following:

(a) The City shall provide the Developer, directly or through a Nonprofit Partner with Grant Funds for the approved Scope in accordance with the approved Budget;

(b) The City shall have the right to review in advance and provide comments to any debt or equity documents governing financing for the Project, including any amendments or modifications thereto that will be entered into by the Developer or its designated affiliate as contemplated by this Agreement;

(c) The City shall have the right to review and comment on plans generated for the Scope;

(d) The City shall use diligent efforts to secure any governmental approval or authorization required to transfer the transfer of the Property and Grant Funds to the Developer;

(e) The City shall cause the Revitalization Corp to convey the Property to the Developer or its designated affiliate prior to the start of construction on the Project;

(f) Subject to the terms of this Agreement, the City agrees to transfer and disburse to the Developer, the Grant Funds in accordance with the City approved Budget;

(g) As reasonably requested by the Developer, the City shall support and assist the Developer in implementing the Project by reviewing and/or advising the Developer on any matter that requires a City review or approval;

(h) Upon construction completion, the City will or will cause a Nonprofit Partner to acquire the Homes from the Developer for a purchase price not less than **\$343,750.00** per Home;

(i) The City or its designated Nonprofit Partner will convey each Home to an eligible homebuyer in accordance with the Grant Agreement; and

(j) As reasonably requested by the Developer, the City shall provide appropriate support for the Project with local agencies and other applicable parties, including, in connection with, licenses, approvals, clearances, or other cooperation from government authorities including without limitation from the City, _____ County and the State of Ohio; and

(k) The City hereby acknowledges that the Developer, with the consent and oversight of City, will enter into agreements, contracts and/or documents (collectively, the "**Construction Agreements**") with third-party contractors (each, a "**Contractor**") to complete the Project.

5. Obligation to Complete Construction and to Pay Development Costs. The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics, materialmen's or similar liens, and shall equip the development project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property including refrigerators and ranges, all in accordance with the drawings and specifications forming a part of the construction contract. All work shall be substantially in accordance with the Budget, Schedule and Scope approved by the City.

6. Duration and Termination.

(a) This Agreement shall begin on the date hereof and shall terminate on _____, 202____. This Agreement may be extended in writing by mutual agreement of the Parties.

(b) This Agreement may be terminated by either Party by submitting ninety (90) days' written notice to the non-terminating Party of such intent to terminate.

(c) In the event of termination of this Agreement, the parties shall reconcile any amounts due to Developer under this Agreement. The City shall not remove Grant Funds established and allocated under this Agreement until Developer has drawn down the amounts due, except to the extent that the Grant Funds exceeds the amounts due the Developer.

7. Accounts and Records.

(a) The Developer shall keep such books of account and other records as may be required and approved by the City, including, but not limited to, records relating to the costs for which construction advances have been requested and/or received. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by City and the Grant Agreement, covering all collections, if any, disbursements and other data in connection with the development project prior to final completion of construction. All accounts and records relating to the development project, including all correspondence, shall be surrendered to the City upon demand without charge therefore. The Developer shall maintain contemporaneous records of all activities performed on behalf of the City to support the compensation set forth in Section 7 hereof.

(b) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the Developer's principal place of business, and shall be available for and subject to audit, inspection and copying by the management agent for the development project, City or any representative or auditor therefore or supervisory or regulatory authority, at the times and in the manner set forth in this Agreement.

8. Notices. All notices, requests, demands, approvals or other formal communication given hereunder or in connection with this Agreement shall be in writing and shall be deemed given if (a) delivered personally or by courier, (b) telecopied (with confirmation by any of the alternative means of notice listed herein), (c) sent by overnight express delivery, or (d) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

If to City: City of Struthers

Attn:

If to Developer: Pantheon Housing Development Group LLC
4597 Great Northern Boulevard
PMB 106
North Olmsted, Ohio 44070
Attn: Stephen Davis

All such notices and other communications shall be deemed to have been received (i) in the case of personal or courier delivery, on the date of such delivery, (ii) in the case of telecopy, upon receipt thereof or, for telecopies arriving after 4:30 p.m. or on a non-business day, at 9 a.m. on the next business day, (iii) in the case of delivery by overnight courier or express delivery service, on the date specified in the delivery receipt, and (iv) in the case of mailing, on the date specified in the return receipt therefor. Notices by a Party may be sent on that Party's behalf by its counsel.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

10. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Binding Agreement. This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns and supersedes any prior agreement for the development of the development project between the parties hereto.

12. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

13. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

14. Benefit of Agreement. The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the City and its partners and shall not inure to the benefit of any creditor of the City, notwithstanding any pledge or assignment by the City of this Agreement or any rights hereunder.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

CITY OF STRUTHERS

By:  , Catherine Cecconi Miller
Its: Mayor

PANTHEON HOUSING DEVELOPMENT GROUP LLC

By: _____
Its: _____

Exhibit A

Property

Project: Struthers WHO 2025
Report date: 04 Feb 2025 6:56:04 pm
Generated by: Stephen Davis
Email: stephen@pantheonbuilds.com



Struthers WHO 2025 4-February-2025 6:55:56 PM

REPORT DETAILS

Capture date: 04 Feb 2025
Captured by: Stephen Davis

CONTENTS

Report items: 30
Photos: 30

View
online



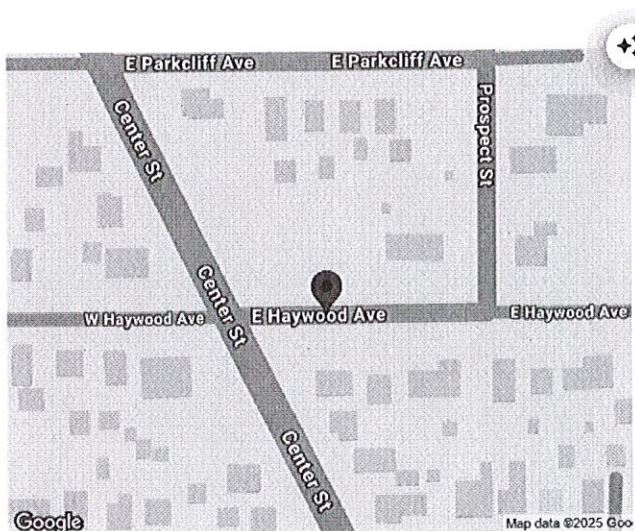
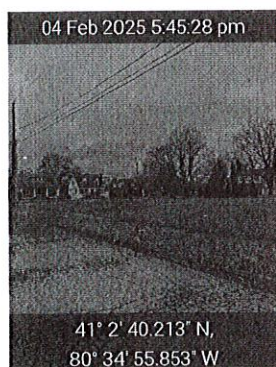
Item 1

ID: A033

Folder: 14 E. Haywood St Struthers Ohio **Record type:** General

04 Feb 2025

E. Haywood Frontage at corner of E. Haywood and Center St.



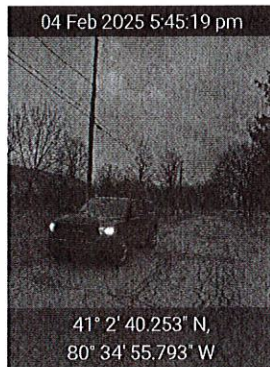
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04 Feb 2025

E. Haywood dead ends into the baseball field, no access from this direction.



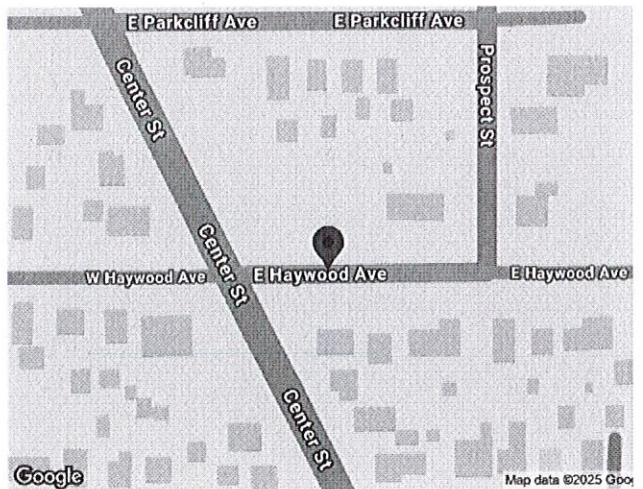
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ID: A031

Folder: 14 E. Haywood St Struthers Ohio Record type: General

04 Feb 2025

Intersection of E. Haywood and Center Street



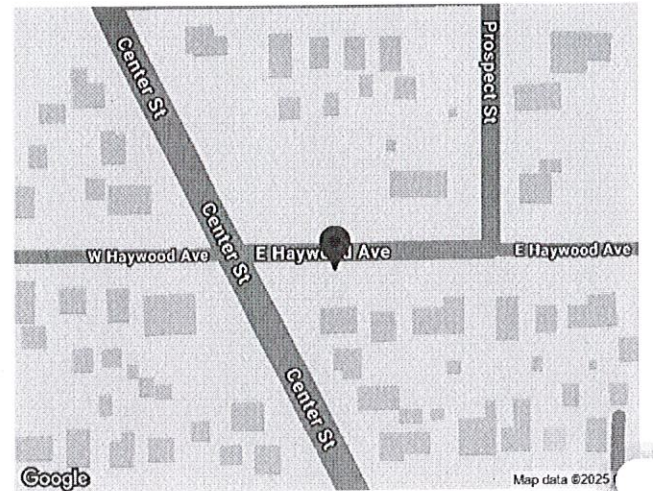
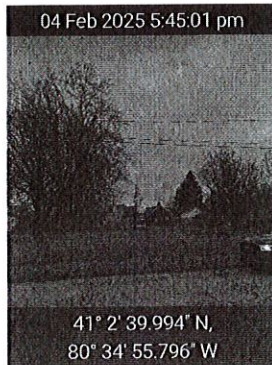
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ID: A030

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04 Feb 2025

survey will confirm if this lot is part of the property, could have two lots on this site.



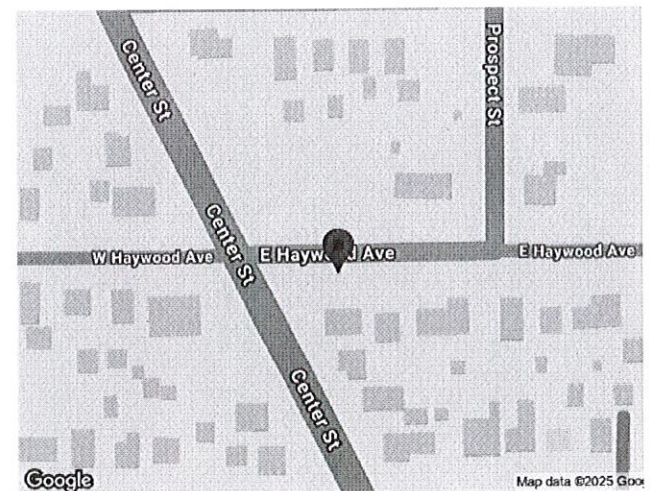
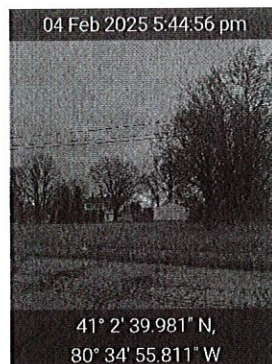
Item 5

ID: A029

Folder: 14 E. Haywood St Struthers Ohio Record type: General

04 Feb 2025

Tree line to the right is end of the property line from Center St. intersection, but survey will confirm. If property to the left of the tree line is available, could turn this into two lots instead of just one.



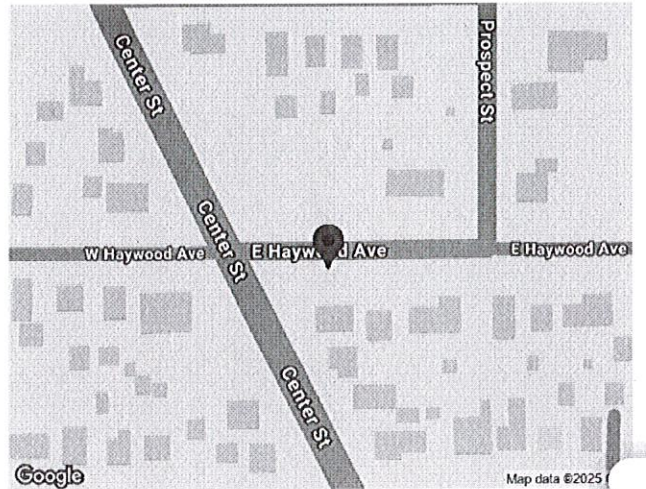
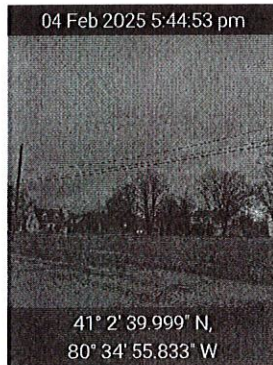
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Folder: 14 E. Haywood St Struthers Ohio Record type: General

04 Feb 2025

Frontage of E. Haywood will replat to a single lot, currently two lots



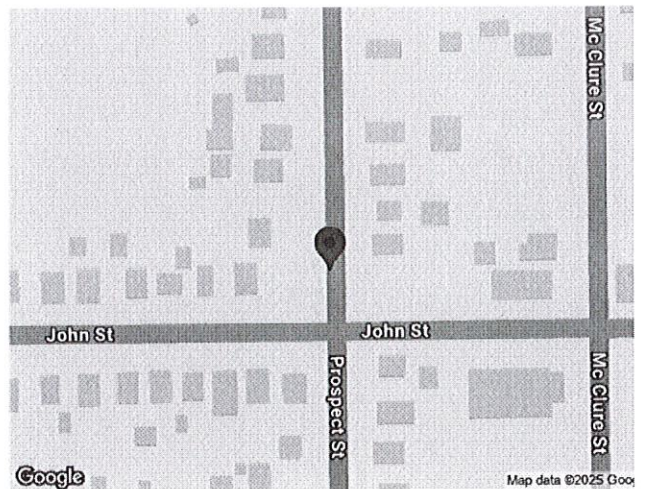
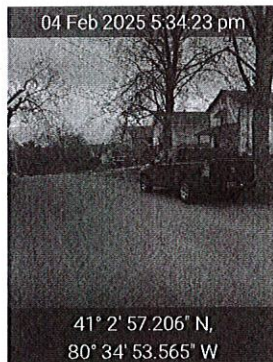
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ID: A027

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04 Feb 2025

access from the north on prospect.



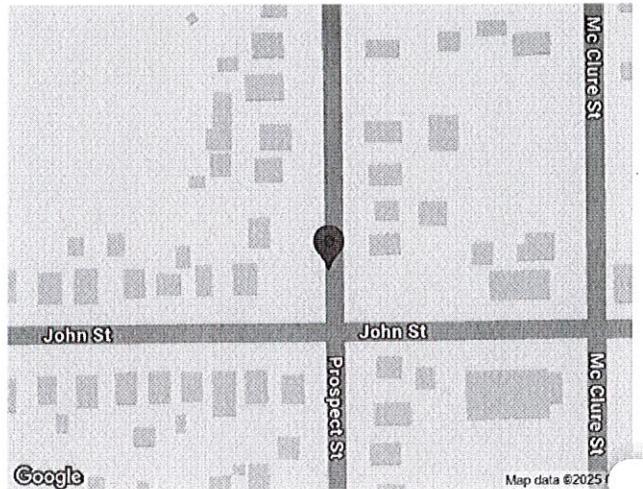
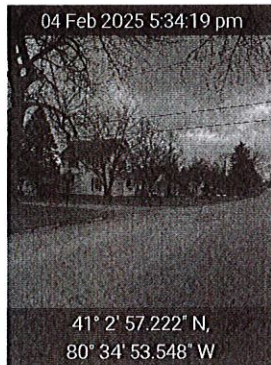
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ID: A026

Folder: 78 Prospect St. Struthers, Ohio Record type: General

04 Feb 2025

access at prospect and john



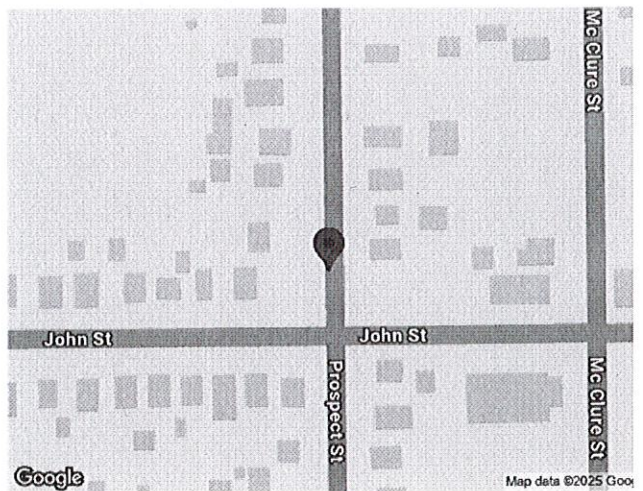
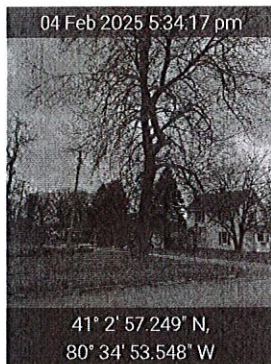
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04 Feb 2025

corner of prospect and John.



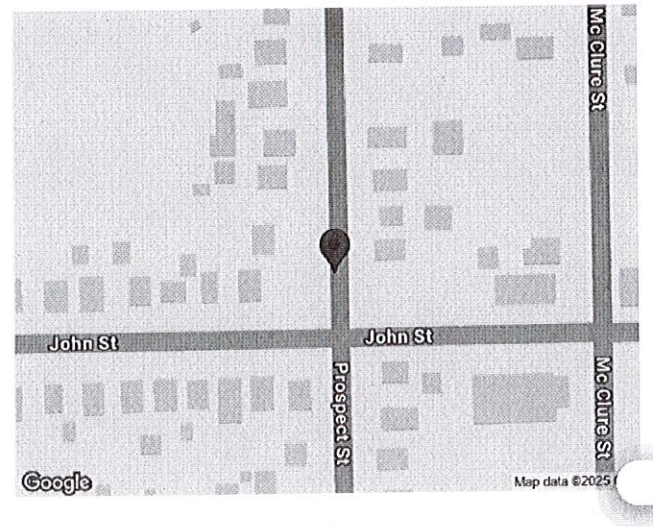
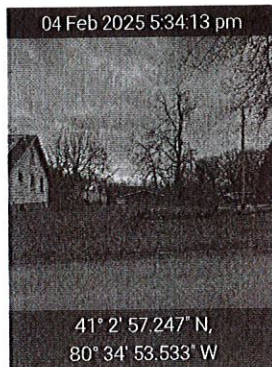
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ID: A024

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04 Feb 2025

frontage 78 prospect ave.



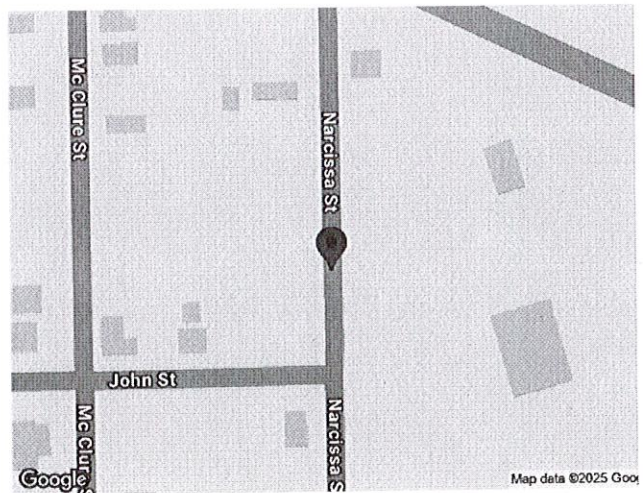
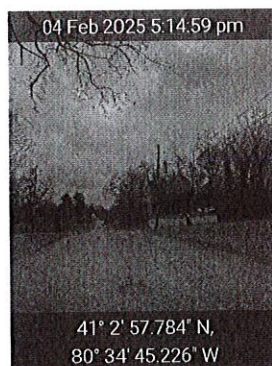
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Folder: 33 Narcissa St. Struthers Ohio Record type: General

04 Feb 2025

Access from Narcissa and John intersection.



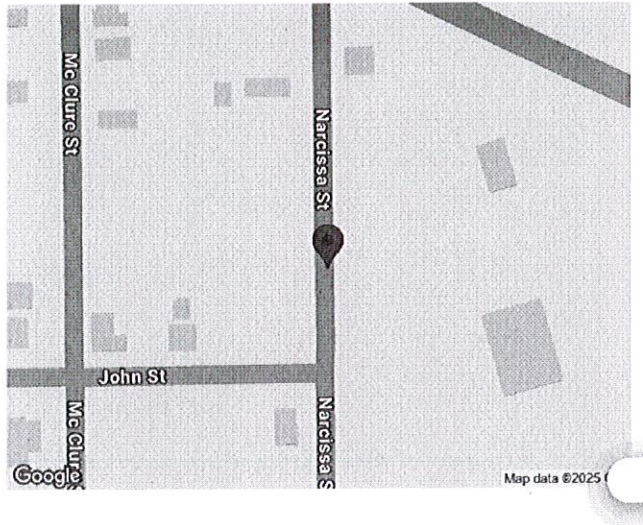
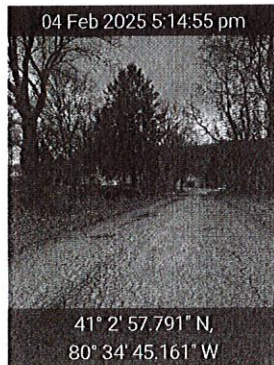
Item 12

ID: A022

Folder: 33 Narcissa St. Struthers Ohio Record type: General

04 Feb 2025

Shot down the street of Narcissa to show access point, moderately steep hill from this direction, opposite end of John cross street.



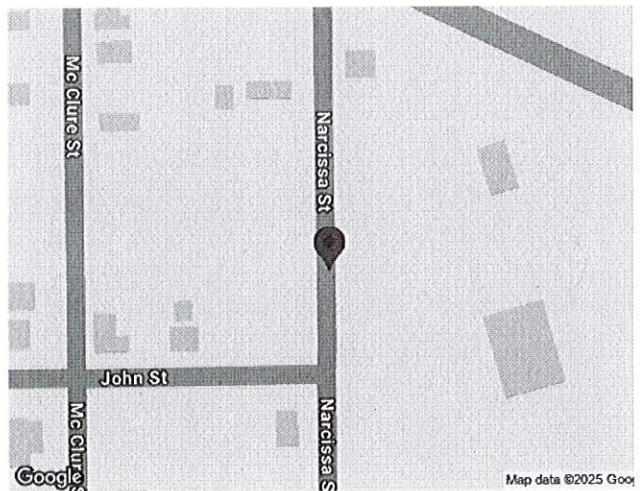
Item 13

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Folder: 33 Narcissa St. Struthers Ohio Record type: General

04 Feb 2025

Property line ends along tree line and chain link fence, on Narcissa. Site will be replatted from 3 lots down to two

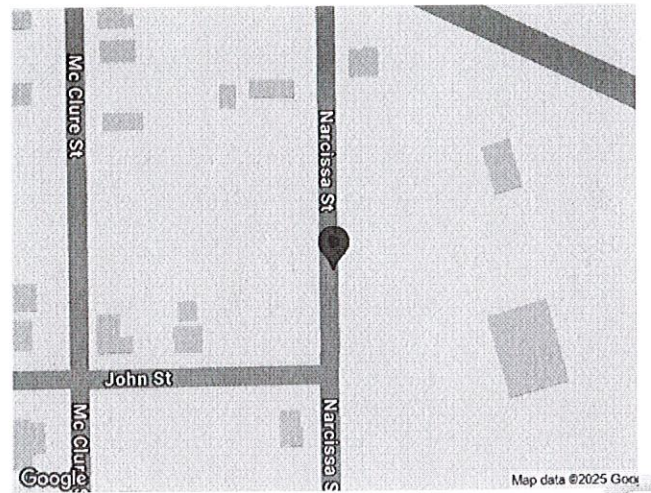
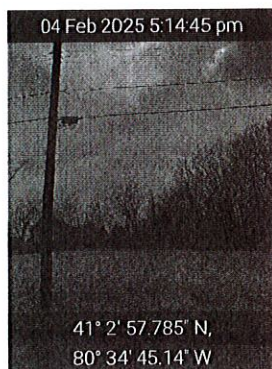


Item 14

ID: A020

Folder: 33 Narcissa St. Struthers Ohio Record type: General

04 Feb 2025



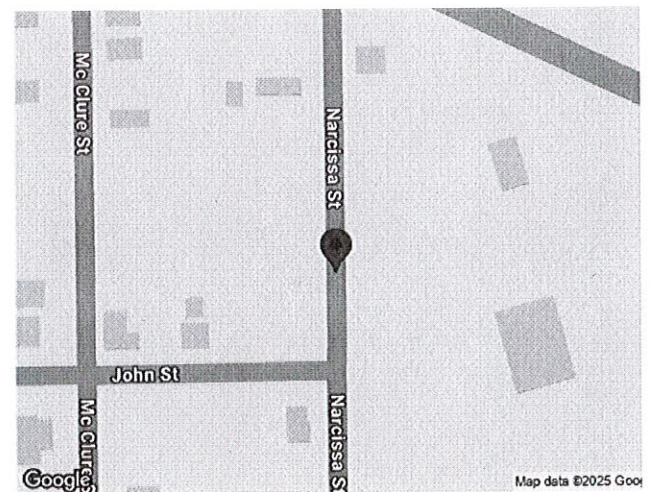
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ID: A019

Folder: 33 Narcissa St. Struthers Ohio Record type: General

04 Feb 2025

Frontage of Narcissa at the intersection of Narcissa and John St., note power lines.

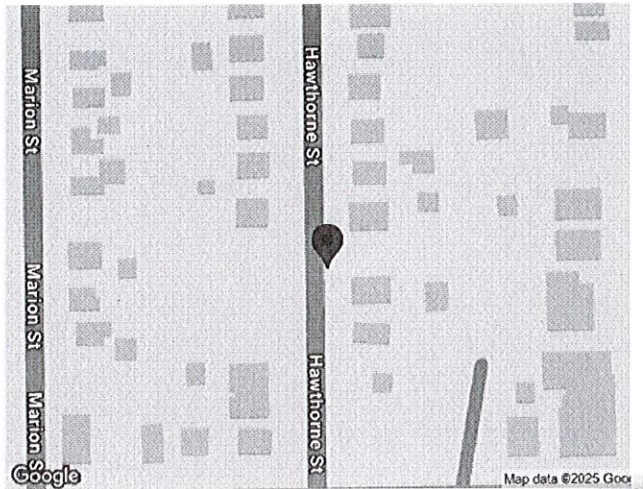
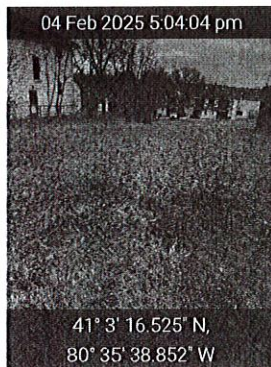


Item 16

ID: A018

Folder: 66 Hawthorne Ave. Struthers Ohio Record type: General

04 Feb 2025

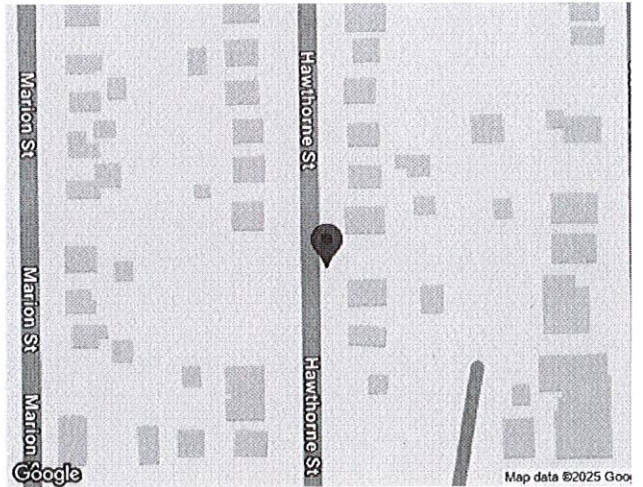
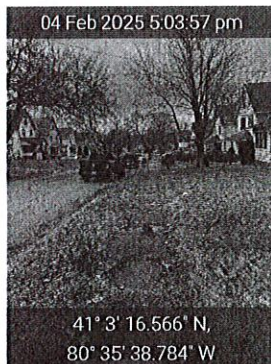


Item 17

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Folder: 66 Hawthorne Ave. Struthers Ohio Record type: General

04 Feb 2025

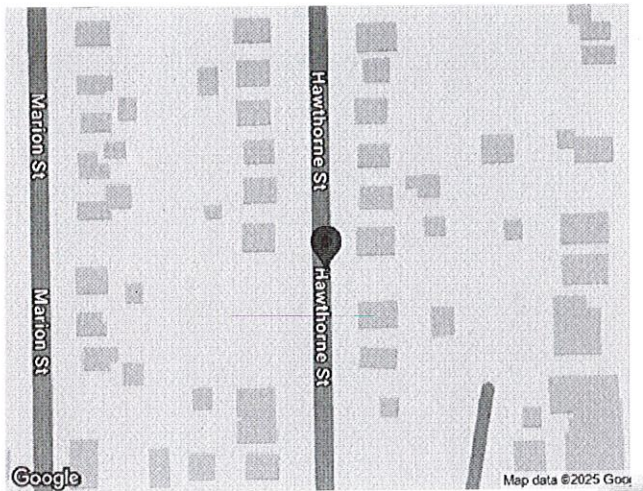
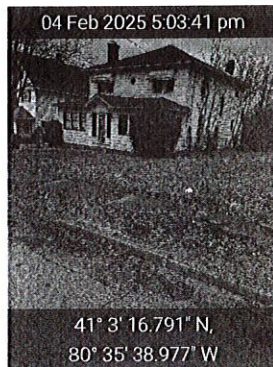


Item 18

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04 Feb 2025



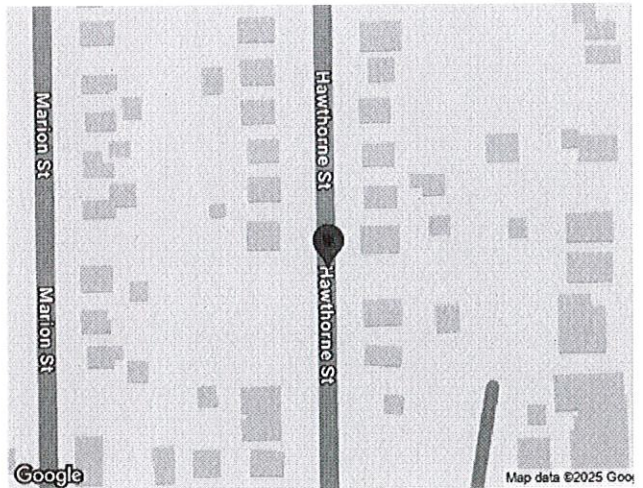
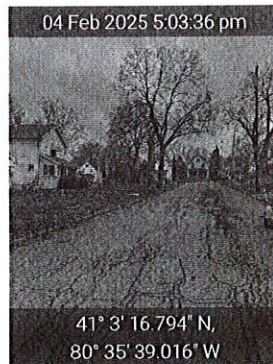
Item 19

ID: A015

Folder: 66 Hawthorne Ave. Struthers Ohio Record type: General

04 Feb 2025

access from the south on Hawthorne



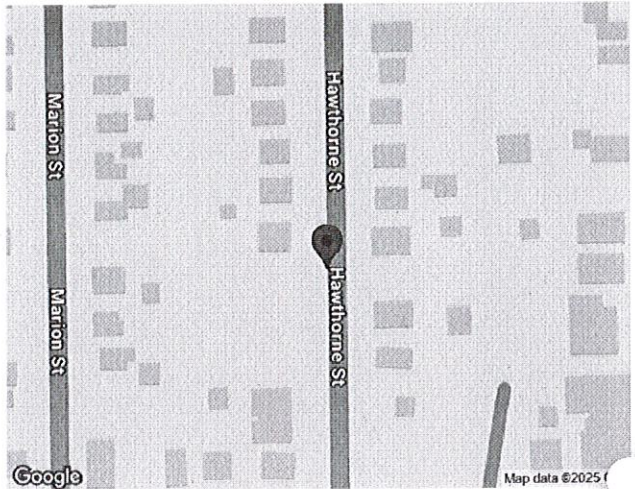
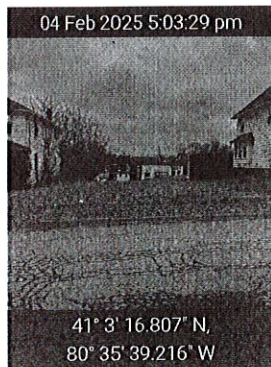
Item 20

ID: A014

Folder: 66 Hawthorne Ave. Struthers Ohio Record type: General

04 Feb 2025

frontage at 66 hawthorne across the street from 65 hawthorne

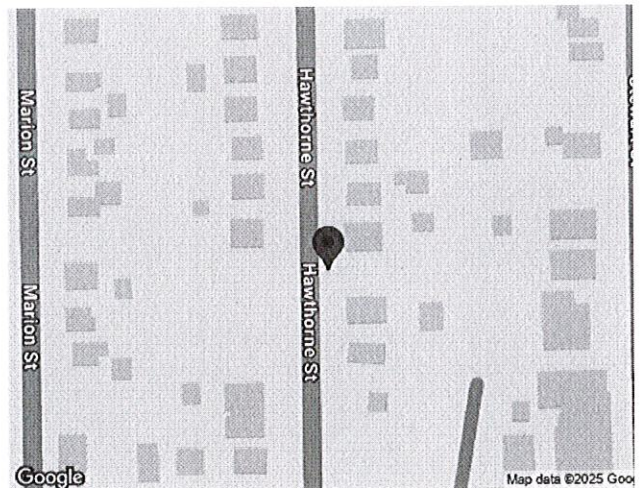
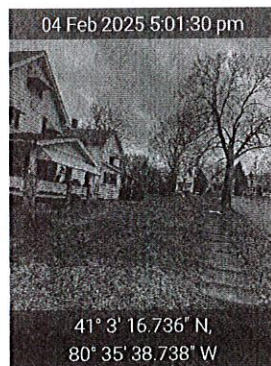


Item 21

ID: A012

Folder: 65 Hawthorn St. Struthers Ohio Record type: General

04 Feb 2025



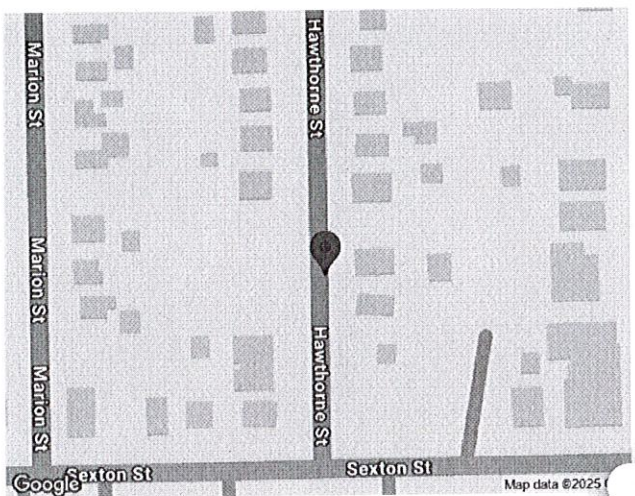
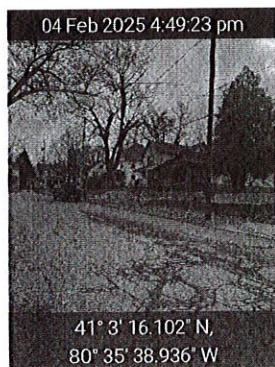
Item 22

ID: A009

Folder: 65 Hawthorn St. Struthers Ohio Record type: General

04 Feb 2025

access from the south 65 Hawthorne



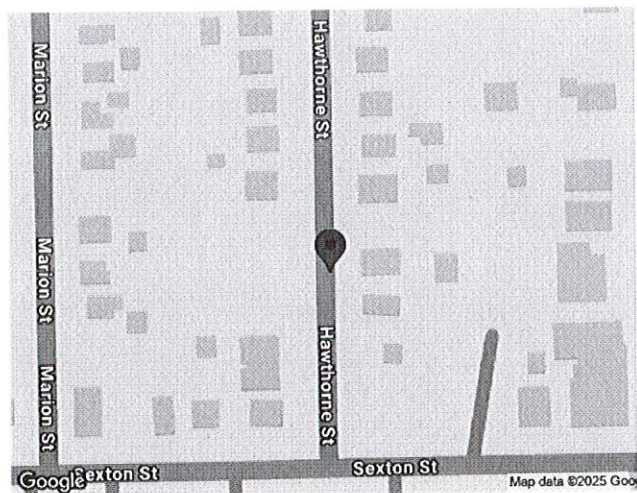
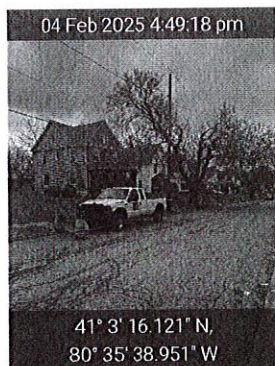
Item 23

ID: A008

Folder: 65 Hawthorn St. Struthers Ohio Record type: General

04 Feb 2025

Access from the north 65 Hawthorne



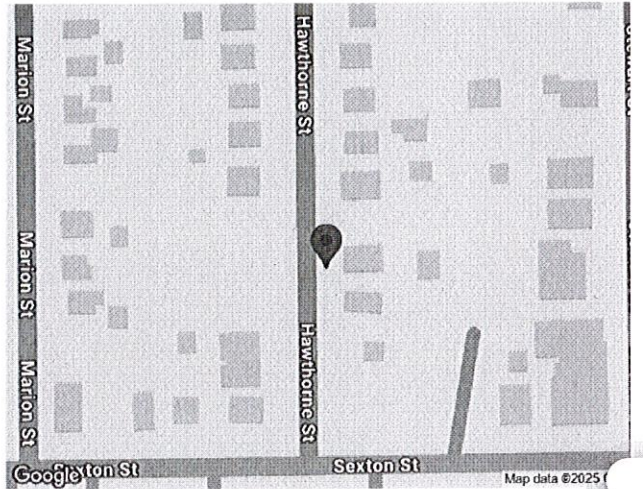
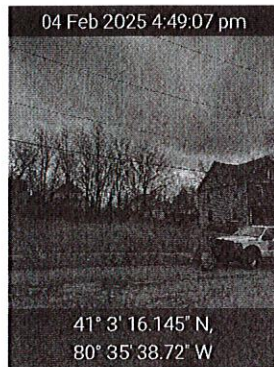
Item 24

ID: A007

Folder: 65 Hawthorn St. Struthers Ohio Record type: General

04 Feb 2025

3rd lot frontage hawthorne.



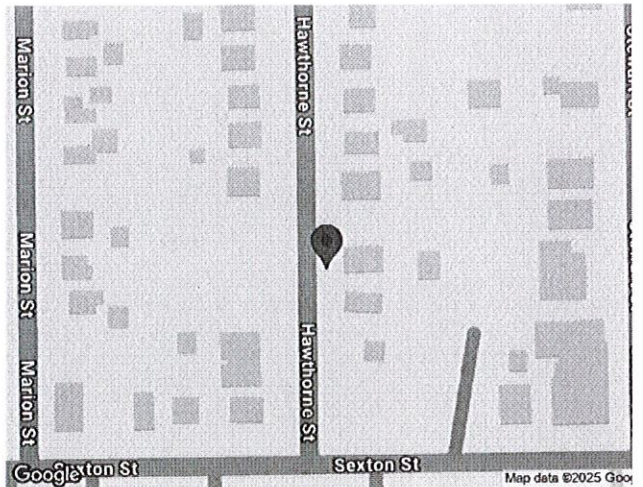
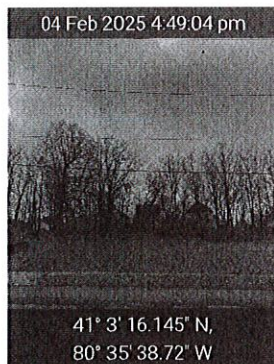
Item 25

ID: A006

Folder: 65 Hawthorn St. Struthers Ohio Record type: General

04 Feb 2025

Frontage of 65 hawthorne



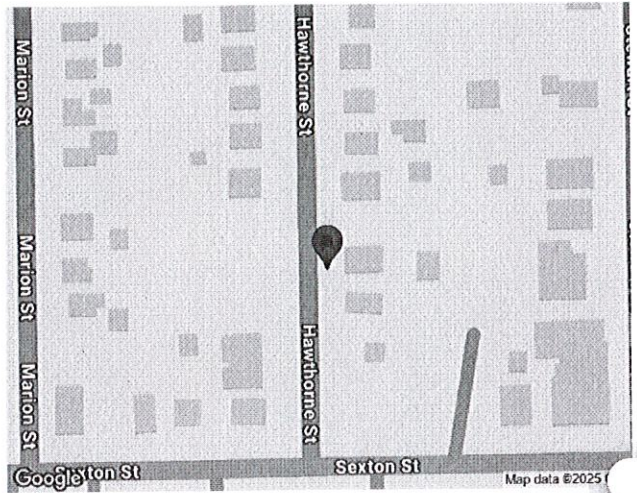
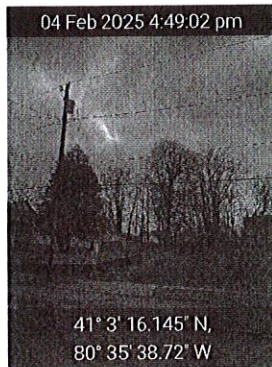
Item 26

ID: A005

Folder: 65 Hawthorne St. Struthers Ohio Record type: General

04 Feb 2025

Frontage of 65 Hawthorne. 3 lots will be replated down to 2 lots.



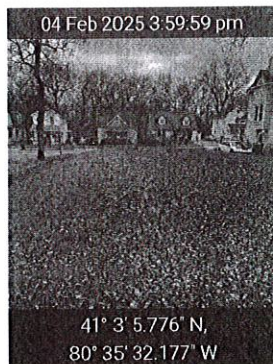
Item 27

ID: A004

Folder: 203 Poland Ave. Struthers Ohio Record type: General

04 Feb 2025

from the back of the lot at 203 poland ave.

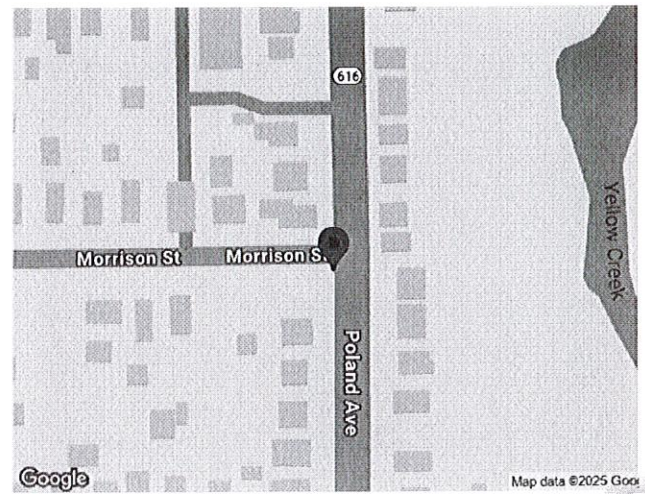
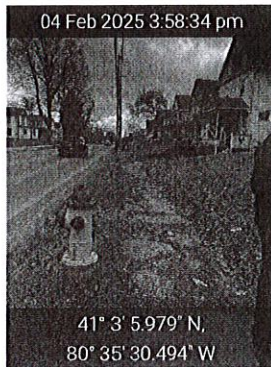


Item 28

ID: A003

Folder: 203 Poland Ave. Struthers Ohio Record type: General

04 Feb 2025

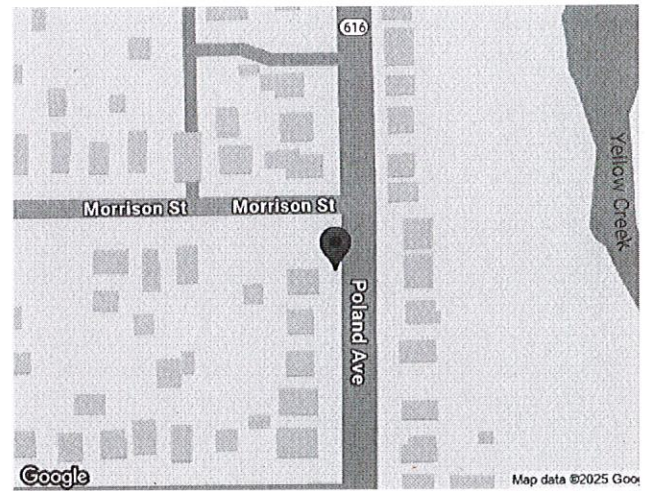
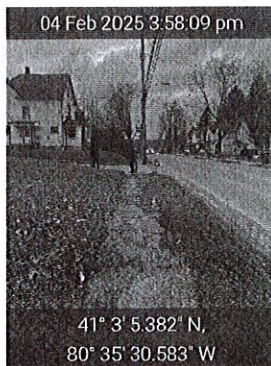


Item 29

ID: A002

Folder: 203 Poland Ave. Struthers Ohio Record type: General

04 Feb 2025



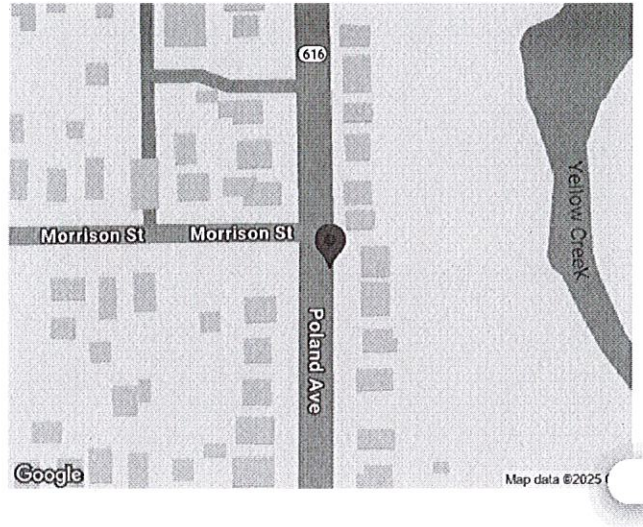
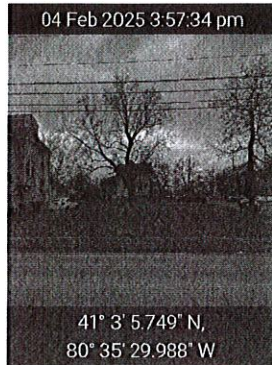
Item 30

ID: A034

Folder: 203 Poland Ave. Struthers Ohio Record type: General

04 Feb 2025

Frontage 203 Poland. Large tree to the left will be removed



Made with SiteCam

Exhibit B
Grant Agreement