

## **DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (hereinafter "Agreement") is entered into by and between the **CITY OF PARK HILLS, KENTUCKY**, a Kentucky municipal corporation and city of the home rule class (hereinafter "City"), and **CONDOVIEW LLC**, a Kentucky limited liability company (hereinafter "Developer").

**WHEREAS**, Developer has purchased the Property in Park Hills, which is in part the former Gateway Community College campus;

**WHEREAS**, Developer wishes to develop the Property into a single family home subdivision to be known as Park Pointe (the "Development");

**WHEREAS**, Developer has submitted a Stage 1 Development Plan approved by City with conditions;

**WHEREAS**, City owns parcels of property integral to the successful development of the Property, including but not limited to, a portion of Patton Drive and parcels adjacent to Amsterdam Road;

**WHEREAS**, City has an interest in the successful accomplishment of the Development because it will result in increased tax revenue and other benefits for the City;

**WHEREAS**, Developer will cause a total aggregate investment in the Development of approximately \$12,000,000.

**NOW, THEREFORE**, based upon the mutual covenants, timing and promises herein contained, and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows.

### **SECTION I. DEFINITIONS.**

- 1.1. "City" shall mean the City of Park Hills.
- 1.2. "City Council" shall mean the Park Hills City Council.
- 1.3. "Developer" shall mean CondoView LLC, a Kentucky limited liability company.
- 1.4. "Development" shall mean the Park Pointe residential development to be located on the Property, in the City of Park Hills, as described in the Developer's Stage I Application.

1.5. "Development Plan" shall mean those plans, drawings, and specifications which have been approved by City and which are attached hereto as Exhibit B and incorporated herein by reference. See **Exhibit B**.

1.6. "PDS" shall mean Planning and Development Services of Northern Kentucky.

1.7. "Planning Commission" shall mean the Kenton County Planning Commission.

1.8. "Park Hills Property" shall mean the properties commonly known as 1011 Amsterdam Road, Park Hills, Kentucky, being PIDN 040-42-00-023.00 and 1013 Amsterdam Road, Park Hills, Kentucky, being PIDN 040-42-00-023.01. See **Exhibit C**.

1.9. "Property" shall mean the properties with the following PIDNs: being PIDNs 041-30-00-014.00 and 041-30-00-035.31 and 041-30-00-035.00 and 041-30-00-035.01, which are proposed for redevelopment, as further described in Developer's Stage I Application and Stage II Applications. See **Exhibit A**.

1.10. "Stage I Application" shall mean the Application submitted by Developer to PDS and the Planning Commission on or about April 5<sup>th</sup>, 2018, including all supporting materials.

1.11. "Stage II Application" shall mean the Stage II Development Plan Review that Developer submitted to PDS and the Planning Commission, including all supporting materials.

## **SECTION II. SALE/EASEMENT/AND OTHER CONSIDERATION GIVEN BY DEVELOPER.**

### **2.1 Reconfigured Amsterdam Road.**

**(A)** Developer shall construct the newly reconfigured Amsterdam Road, as set forth in the Development Plan. All construction work undertaken by Developer, or Developer's contractors, shall be performed in a good and workmanlike manner. Developer will keep the work site and all roadways leading to the work site free of dirt, mud, debris, etc. and will arrange for the cleanup of the work site and roadways on no less than a daily basis. The reconfigured Amsterdam Road shall be in compliance with all street and road specifications and requirements of City, including associated storm infrastructure. Prior to issuing requests for bids for the construction work associated with reconfigured Amsterdam Road, Developer shall work with City via City's Engineer to review design and detailed plans, drawings and specifications for the reconfigured Amsterdam Road for advance approval by City. The scope of the construction project for reconfigured Amsterdam Road shall include, but not necessarily

be limited to, new construction and widening of relocated Amsterdam Road to a two-way street, including installation of appropriate storm-water management solutions, construction of the concrete path set forth in Section 2.3 hereof, new landscaping and a tree removal/tree replacement plan, a new entry sign for Park Hills to be located where the VFW Hall is currently situated, curb and gutter on Amsterdam Road, and reasonable reserves for contingencies. Additionally, the specifications for newly reconfigured Amsterdam Road shall be satisfactory to City and its engineers and other professional advisors indicating that such specifications will provide a public street with a minimum life span of twenty (20) years after completion, and which life span shall be capable of expansion for another 10-15 years by application of industry standard overlay work. The Developer shall pay the costs and expenses of the reconfigured Amsterdam Road, including the engineering, design, construction, and administration costs associated therewith.

(B) The newly reconfigured Amsterdam Road will extend from the current intersection of the southbound lane Amsterdam Road and Montague Road south to where the road currently splits north of Trolley Park.

(C) As a part of the construction of the reconfigured Amsterdam Road, the Developer will purchase the Park Hills Property from the City for \$100,000, as stated in paragraph 2.12.

(D) Construction Schedule and Security for Completion. Developer shall use its best efforts to complete construction of the improvements associated with newly reconfigured Amsterdam in the following sequence and within the allotted time periods:

(1) First, northbound Amsterdam Road to be vacated not later than 45 work days after City closes it for use by the general public but subject to all appertaining legal notice requirements and time periods;

(2) Second, City shall sell and transfer to Developer the real estate parcels not later than 30 work days after the portion of northbound Amsterdam Road described in Exhibit A is vacated;

(3) Third, southbound Amsterdam Road will be newly constructed and widened not later than 50 work days following the sale and transfer of the real property described in Exhibit C.

(4) Fourth, the buttressing of the toe slopes below Hamilton Road pursuant to Section 2.10 of this Agreement shall be completed not later than 75 work days following the widening and reconstruction of southbound Amsterdam Road; and

(5) Fifth, Developer shall construct and install a concrete pathway or sidewalk described in Section 2.3 of this Agreement, together with landscaping, signage, and

lighting, not later than 30 work days after the Hamilton Road buttressing work is completed.

(6) Sixth, traffic will be maintained continually for abutting property owners.

“Work days” as used herein mean days when at least 8 hours of work can be performed without interruption from weather events.

A Performance Bond shall be obtained by Developer in such amounts as to secure and guarantee the full, final, and unconditional completion of construction of newly reconfigured Amsterdam Road. The Performance Bond shall be issued for the benefit of City and City shall be named as its beneficiary. The Performance Bond shall be obtained at the sole cost and expense of Developer. The Performance Bond shall be in the amount of the contracted cost to complete the reconfigured Amsterdam Road and shall include an additional ten percent (10%) for contingency.

Notwithstanding anything to the contrary set forth in this Agreement, if Developer shall fail, for any reason, to fully and finally complete construction of the newly reconfigured and reconstructed Amsterdam Road by July 31, 2020, such a failure shall be deemed a default under this Agreement, and in addition to any other rights or remedies City may have hereunder, or at law or in equity, City may immediately proceed to enforce the Performance Bond and may complete the construction using its own contractors and workforce (in which event Developer shall reimburse to City any costs and expenses it incurs in doing so), and Developer shall pay to City damages for such delay in the amount of \$1,000 per day for each day beyond December 31, 2020, that the newly reconfigured Amsterdam Road is not fully and finally completed.

(E) Intentionally Omitted.

(F) Those portions of old Amsterdam Road which are vacated and/or disturbed as a result of constructing reconfigured Amsterdam Road shall be seeded with grass and landscaped by Developer, at its sole cost and expense, in accordance with landscaping plans and a construction schedule which are to be approved in advance by City and shall be consistent with the drawings and presentation made to City. All such vacated and/or disturbed areas must be filled with appropriate amounts and types of dirt and/or topsoil until growth of heavy turf has been stabilized. All erosion control measures shall be provided, maintained, and properly documented by Developer pursuant to SD1 requirements. Developer must obtain City's approval of its final landscape and grading plan, which approval shall not unreasonably be withheld.

(G) After completion of construction of reconfigured Amsterdam Road, and if City shall elect in its sole discretion, then Developer shall purchase from City, for \$1.00, those excess parcels of land underlying the vacated portions of old Amsterdam Road, and which are not located in the new right-of-way underlying the reconfigured and relocated Amsterdam Road.



2.2 Pedestrian Access to North Arlington Road. Developer, at its sole cost and expense, shall construct a pedestrian access connection from the Development to North Arlington Road, as set forth in the Development Plan.

2.3 Pathway. Developer agrees to construct, at its cost and expense, a concrete pathway at least 5 feet wide, no more than 6 feet wide, which shall be located along the reconfigured Amsterdam Road, the course and location of which shall be approved in advance by City. Said pathway will be paved in concrete.

2.4 Old State Road. Developer, at its sole cost and expense, shall construct a vehicular access connection at the terminus of Old State Road sufficient to permit emergency and first-responder vehicles to access the Development from the Old State Road terminus, in accordance with the Development Plan. The emergency access connection shall be completed during the first phase of construction of the Development. The emergency access connection shall be screened with landscaping, in accordance with landscaping plans to be approved in advance by City.

2.5 Retaining Walls. Developer acknowledges and agrees, that in consideration of City's approval of the Development and its execution of this Agreement, City shall not assume any ownership, liability, or any other obligation associated with any existing or newly constructed retaining walls as part of the Development. All existing and newly constructed retaining walls shall be located outside of any right-of-way or utility easement under the jurisdiction of the City. All plans, plats and other drawings which are publicly recorded shall contain a statement that all maintenance, repair, and reconstruction of retaining walls are the responsibility of the private land owner or homeowners' association upon which such retaining wall is located.

2.6 Easements. If any roads, utilities, or any other improvements constructed as part of the Development should become owned by City, or otherwise become subject to the jurisdiction of City, then Developer agrees to grant to City all necessary access and utility easements such that City shall have the legal right to enter the Development for the purposes of maintaining and repairing such improvements. All such easements granted shall be in recordable form and shall be perpetual and irrevocable.

2.7 Reconfigured Patton Drive. Developer, at its sole cost and expense, and during the first phase of construction of the Development, shall construct the newly reconfigured and relocated Patton Drive and connect it to reconfigured Amsterdam Road, as set forth in the Development Plan. If such construction requires City to convey its fee simple interest in any land required to provide the road-bed for newly reconfigured and relocated Patton Drive, then Developer shall purchase such land from City at the price of \$1.00. Conveyance shall be by recordable quitclaim deed. The land deeded over to Developer shall include any existing or newly constructed retaining walls. Upon completion of the newly reconfigured and relocated Patton Drive to Amsterdam Road, Developer shall then subdivide the land adjoining newly reconfigured and relocated Patton Drive, as well as those portions of all streets and the cul-de-sac

which are located within the city limits of Park Hills, into individual and buildable lots. All subdivision plats shall be approved in advance of recording by City. Developer shall deliver to City a written certification from Developer's geotechnical engineer pursuant to Park Hills Zoning Code, Section 12.0, that all subdivided lots are compacted and graded appropriately to permit geotechnically sound and proper construction of residential homes. Patton Drive shall also be extended to the Old State Road terminus during the first phase of construction of the Development to allow emergency and first-responder access to the Development.

2.8 Use of Park Hills Property Along Amsterdam.

(A) City will close the northbound portion of the existing Amsterdam Road and re-designate the southbound portion of Amsterdam as a two-way street.

(B) In return for the payment of \$1.00, City will grant Developer a grading easement over the northbound portion of the existing Amsterdam Road and the adjacent property City owns. Developer will be permitted to place dirt and soils from the Development site onto City's property.

(C) Those portions of old Amsterdam Road which are disturbed as a result of Developer's activities shall be seeded with grass and landscaped by Developer, at its sole cost and expense, in accordance with landscaping plans and a construction schedule which are to be approved in advance by City. All such vacated and/or disturbed areas must be filled with appropriate amounts and types of dirt and/or topsoil until growth of heavy turf has been stabilized. Specifications for the placement of soils will be provided by City's geotechnical engineer.

2.9 Fee Reimbursement. Upon the execution of this Agreement and at such later times as any such fees may be incurred by City, Developer shall reimburse City for any and all reasonable fees and expenses incurred by City in connection with the Development, including but not limited to, legal fees, attorneys' fees, engineering fees, and inspection fees, but subject to the following not to exceed limits: (a) reimbursement to City for reasonable legal fees and engineering fees, and geotechnical fees shall not exceed \$127,000.00, and (b) reimbursement to the City for street lighting costs shall not exceed \$25,000.00. The reimbursement shall be made within 30 days of invoice for same.

2.10 Hamilton Road. Developer, at its sole cost and expense, will take all necessary steps to buttress and bolster the toe of slope below Hamilton Road to alleviate all existing sliding on the road such that it will be buttressed and bolstered according to the geotechnical engineer's recommendation, provided that Developer shall not be responsible for installation of piling if determined to be necessary. The City shall submit a plan to Developer, based upon City's geotechnical engineer's recommendation, which describes the work to be done. All clearing and grading work to be accomplished by Developer. City agrees to grant necessary grading easements for the placement of

removed soil and dirt resulting from the buttressing work. Developer agrees to reasonably restore landscaping to Hamilton upon completion of the work.

2.11 Purchase of Park Hills Property. City owns property located on the north end of Amsterdam Road and along Montague Road described above in 1.11 as the Park Hills Property and further described in Exhibit C. Developer agrees to buy the Park Hills Property from City for \$100,000.00 to be paid upon conveyance of the Park Hills Property to the Developer.

### **SECTION III. DEVELOPMENT PLAN.**

3.1 Stage I Application. Developer's Stage I Application shall constitute a Development Plan pursuant to KRS 100.111(8) and KRS 100.203(2). Developer agrees to be bound by the Development Plan. A copy of the Stage I and Stage II Application/Development Plan is attached as **Exhibit B** and incorporated by reference.

3.2 Compliance With Development Plan. Developer shall comply in all material respects with the Development Plan; provided, however, PDS / Planning Commission shall be permitted to authorize minor adjustments to the Development Plan, including approved Stage I Plans, as it/they may determine, so long as the adjustments do not affect the spatial relationship of structures, change land uses, increase overall density, alter circulation patterns (vehicular and/or pedestrian), decrease the amount of and/or usability of open space and/or recreation areas, or affect other applicable requirements of the Park Hills zoning ordinance. Any homeowners' association established by Developer for the Development shall be restricted by Developer from taking any actions that are inconsistent in any material respects with the Development Plan, as may be amended in accordance with this Agreement from time to time.

3.3 Stage 2 Application. Developer shall submit a copy of its Stage 2 Application to City for review and input by the City Council. For clarification purposes "review and input" used in this Agreement shall be deemed to limit City's review and input as to its consistency with the approved Stage I Plan and shall not be deemed to require Developer to obtain City's approval or delay Developer's submittal for approval by PDS and the Planning Commission until the City Council has provided input.

3.4 Subsequent Phases of the Development. Developer and City shall proceed in the same manner for approval of subsequent phases of the Development as is provided in Sections 3.3, 3.5, 3.6, 3.7, and 3.8 of this Agreement.

3.5 Development Plan Amendments. Developer shall submit any amendment to the Development Plan, including any amendments contained in the Developer's Stage 2 Plans, to City for review and input by the City Council.

3.6 Amendments Approval Process. Notwithstanding the above or anything to the contrary set forth in this Agreement, City Council approval for the following amendments to the Development Plan, including through Stage 2 Plans, listed in this section are expressly not required, and City agrees to permit/approve same; provided, however, Developer shall submit the applications to the City Council for review and input prior to securing approval of the PDS and/or the Planning Commission:

(A) Modification or alteration of single-family housing layout, and/or designs, whether attached or detached.

(B) Any matters indicated on Stage 2 submissions as approved by PDS and/or the Planning Commission not specifically excluded in Section 3.7

3.7 Other Amendments. Any amendment to the Development Plan, other than those permitted pursuant to Section III of this Agreement, may be approved only as an addendum to this Agreement, executed by City and Developer. No approval shall be unreasonably withheld, conditioned or delayed.

3.8 Right to Object. To the extent that Developer and City cannot agree on proposed revisions to the Stage 2 and other plans, City reserves its right to object to PDS and/or the Planning Commission. Further, City reserves its right to pursue other legal remedies available to it.

#### **SECTION IV. CONSTRUCTION.**

4.1 Construction Schedule. Developer and City will enter into an addendum to this agreement that will detail the construction schedule for the reconfigured Amsterdam Road. For construction of the Development, Developer will provide City its good faith schedule upon request.

4.2 Construction Hours. Construction of the Development shall occur only between the hours of 7:00 a.m. and 7:00 p.m. Sounds emanating from construction sites outside the hours of 7:00 a.m. and 7:00 p.m. weekdays and 9:00 a.m. and 6:00 p.m. Saturdays and on Sundays or legal holidays are prohibited.

4.3 Clean-up. Construction cleanup and street-sweeping of debris caused by the Development work on Amsterdam Road and Patton Drive shall occur daily and as required and directed by Sanitation District #1 or the City Public Works official.

4.4 Construction Ingress and Egress. Construction vehicles shall enter and exit City by way of Amsterdam Road and Patton Drive. Construction vehicles shall not use any other residential streets for primary site access. All construction vehicles coming to and leaving the site of the Development must be in full compliance with all ordinances of City relating to the weights of such vehicles.



4.5 Construction Trailer. Developer's construction trailer shall be located on the Development site. Typical office hours for the construction trailer shall be 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.

4.6 Model Unit Hours. Model residential units on the Property shall be open to the public only between the hours of 8:00 a.m. and 9:00 p.m.

4.7 Garbage Pickup. Developer shall arrange for adequate garbage pickup and trash and debris removal from the Development site on a regular basis to prevent the unsightly accumulation of waste materials.

4.8 Streets. At the time of the initial construction, the surface course will be applied to all Park Hills streets located within the Development. After the construction of the last house in the Development or the payment of the Industrial Revenue Bond, whichever occurs first, the Developer or successor will mill and overlay the portions of all streets in the Development located within City.

4.9 Insurance. Developer shall maintain general liability insurance throughout the construction period in the amount of \$2,000,000 in primary insurance with a \$4,000,000.00 aggregate along with an umbrella policy for \$3,000,000.00. City shall be named as an additional insured and/or loss payee under such policy. Upon request of City, Developer shall provide a certificate of insurance evidencing the insurance coverages required under this Agreement. Developer shall also carry and maintain unemployment and workers compensation insurance as required by applicable law.

4.10 Subcontractors. Developer shall require any and all subcontractors to comply with the requirements of Section IV of this Agreement. Also Developer shall require all subcontractors to comply with Chapter 111 of the Park Hills Code of Ordinances titled Business Licenses and Occupational License Tax and Fees. Developer shall deliver to City a comprehensive list of all subcontractors performing work on behalf of Developer in connection with the Development.

4.11 Reporting. Commencing on the date of execution of this Agreement and until all street construction associated with the Development is fully completed and accepted by City, Developer shall provide weekly written status reports to City on Monday of each week detailing the progress of the construction and/or development. Reports should address the timeline and any anticipated obstacle to completion of the development within the timeframe contemplated in the Development Plan.

4.12 Developer's Default. Developer shall be in default of this Agreement, if it breaches this Agreement and such breach is not remedied within 30 days of Developer's receipt of written notice of same or, if such breach is unable to be cured within such 30-day period despite reasonable diligence, such later period as may be agreed to by the parties. In the event of Developer's default, which may require City to bring legal action



to enforce any provision of this Agreement, Developer shall pay to City the reasonable attorney's fees, and court costs, incurred by City due to Developer's default and/or breach of this Agreement.

## **SECTION V. PUBLIC SERVICES AND PUBLIC ACCESS.**

5.1 Dedication of Streets. Only those portions of streets located within the city limits of Park Hills will be accepted by City.

5.2 Subdivision Regulations. Developer shall comply in all respects with applicable subdivision regulations in the construction of the Development.

## **SECTION VI. MISCELLANEOUS PROVISIONS.**

6.1 No Waiver. The delay or failure of any party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of the party to enforce such provision. The waiver of any breach or default or the delay or failure to exercise any right shall not operate as a waiver of any subsequent breach, default or waiver of the right to exercise any other right. This Agreement sets forth the entire understanding of the parties, there being no oral or other written agreements or understandings affecting the subject matter hereof, and supersedes all previous agreements and letters of intent relating to the subject matter of this Agreement.

6.2 Amendment. This Agreement may not be amended, modified or released without the written consent of both parties.

6.3 No Third-Party Beneficiaries. Neither this Agreement nor any provisions hereof shall be deemed or construed to create any rights in any third-party beneficiary, intended or unintended. Nor does this Agreement confer upon any third-party any benefit, right, claim, or cause of action by reason of the performance or non-performance of either of the parties to this Agreement.

6.4 Governing Law. This Agreement, the construction thereof, and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Kentucky. Any suit regarding its terms, construction, or enforcement shall be brought in Kenton County, Kentucky Circuit Court.

6.5 Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successor and assigns. This Agreement may not be assigned by Developer without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Developer may, without the consent of City, assign its rights and/or obligations under this Agreement to its lender for the purpose of obtaining construction financing for the Development improvements, as long as such an assignment provides

that Developer remains liable for all its obligations under this Agreement, and City will cooperate with any reasonable assignment request by a lender in connection with that financing.

6.6 Severability. If any portion of this Agreement shall be ruled or adjudicated invalid by a court of competent jurisdiction or as a result of legislative or administrative action for any reason, such holding or action shall be strictly construed and that portion shall be deemed excised here from and the remainder of this Agreement shall continue in full force and effect unaffected by any such invalidity. Should any provision be held by a court of competent jurisdiction or as a result of legislative or administrative action invalid for any reason, the parties agree to revise the excised portion to reflect the original intent of the parties to the greatest extent permitted by the change.

6.7 Time Is of the Essence. Time shall be of the essence with respect to the duties and obligations imposed on the parties. Where any time for performance is set forth herein, such time may be extended only by the written agreement of the parties.

6.8 Rights and Remedies Cumulative. All rights and remedies provided by this Agreement or existing at law or in equity shall be cumulative with all other rights and remedies, and the pursuit of one right or remedy shall in no way operate as an exclusive election or otherwise preclude or limit any party from pursuing any other or additional right or remedy.

6.9 Force Majeure. In the event that any element of the Development shall be delayed, hindered, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials which could not have been reasonably anticipated and avoided by the appropriate party, failure of power, riots, insurrection, war, or natural disaster, then performance of such act shall be extended for a period equivalent to the period of such delay and the other parties of this Agreement shall, at their option have the corresponding periods for the performance of their obligations similarly extended to the extent that they are interdependent with the obligations of the party subject to force majeure.

6.10 No Joint Venture. The parties acknowledge that this Agreement does not create an agency relationship, a joint venture, an employer-employee relationship, or an independent contractor relationship.

6.11 Immunity. Neither party to this Agreement waives any claims or defenses accorded to them under the doctrines of absolute immunity, governmental immunity, statutory immunity, sovereign immunity, or any other immunity from claims of third parties under state or federal law.

6.12 Notices. Any notice permitted or required to be given under this Agreement shall be in writing and shall be delivered either (1) by hand delivery, (2)

nationally recognized overnight carrier (e.g., FedEx, DHL, UPS), or (3) by U.S. certified mail, postage prepaid, return receipt requested, as follows:

**IF TO CITY:**

City of Park Hills  
Attn: Julie Alig  
City Clerk  
1106 Amsterdam Road  
Park Hills, KY 41011

**IF TO DEVELOPER:**

CondoView LLC  
321 MLK Jr. Blvd.  
Covington, KY 41011  
Attn: Paul Zeltwanger

6.13 Estoppel Certificate. Within five (5) days after a request by City, Developer will execute and deliver to the requesting party, an estoppel certificate stating that: (i) this Agreement is in full force and effect and has not been amended or modified, or it has been amended or modified, stating such amendments and modifications; (ii) that neither Developer nor City is in default under any of the terms, covenants or conditions of this Agreement, or, if that Developer or City is in default, specifying the same; and (iii) such other matters as City reasonably requests.

6.14 Certain Representations and Warranties of City. City represents and warrants as of the date of delivery of this Agreement that:

(i) It is a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the Commonwealth of Kentucky.

(ii) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of City enforceable in accordance with its terms.

(iii) Its execution, delivery and performance of this Agreement will not (a) result in a violation or conflict or (b) conflict with or result in any breach of any provisions of any other agreement or instrument to which City is a party or by which it may be bound.

(iv) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into,

observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

6.15 Certain Representations and Warranties of Developer. Developer represents and warrants as of the date of delivery of this Agreement that:

(i) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the Commonwealth of Kentucky.

(ii) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of Developer enforceable in accordance with its terms.

(iii) Its execution, delivery and performance of this Agreement will not (a) result in a violation or conflict or (b) conflict with or result in any breach of any provisions of any other agreement or instrument to which Developer is a party or by which it may be bound.

(iv) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(v) It will not through any homeowners' association documents or otherwise take any other action that would adversely affect the obligations or rights of City under this Agreement, except as approved by City or required by law.

6.16 Further Cooperation. City, Developer and their respective successors and assigns agree to execute any further agreements, documents, or instruments, and take such other actions, as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

6.17 Compliance with Laws and Development Plan. All work performed by Developer in constructing the Development shall at all times be in full and unconditional compliance with all laws, statutes, regulations, codes, and ordinances of federal, state, and municipal governments, and with the Development Plan. City's review and/or approval of any plans, drawings, or other specifications provided by Developer in connection with the Development shall not constitute a representation or a warranty of any kind on behalf of City that such plans, drawings, or other specifications are in compliance with any applicable law, code, or ordinance. Developer shall bear all risk associated with the fact that any plans, drawings, or other

specifications for performance of the work are not in compliance with applicable laws, codes, or ordinances.

6.18 Supervision. Developer shall supervise and direct all work associated with the construction of the Development, and shall be solely responsible for, and have control over, the construction means, methods, techniques, sequences and procedures. Developer shall provide and pay for all labor, materials, equipment, tools, machinery, utilities, transportation, and other facilities and services necessary to complete construction of the Development. All contractors, subcontractors, material suppliers, and laborers engaged by Developer to perform any part of the construction of the Development shall be qualified and competent in their fields of expertise, and shall be properly licensed as required by applicable law.

6.19 Warranty. With respect to any improvements constructed by Developer which shall become the property of City upon completion, or shall otherwise be placed under the jurisdiction of City to maintain and repair upon completion, then the Developer hereby warrants to City that all materials furnished for such improvements are of good quality and new, and Contractor further warrants that all work performed and materials provided are in accordance with the Development Plan, and such work and materials will be free from defects for a period of two (2) years after the date of substantial completion of the Development. If defects arise during such two (2) year period, Developer shall correct such defects at its sole cost and expense, and not later than sixty (60) days after receipt of written notice from City.

6.20 Indemnification. Developer agrees to protect, indemnify and hold City harmless from and against any and all occurrences, claims, demands, lawsuits, causes of action, personal injuries, damages, costs, expenses, fines, penalties or judgments (including reasonable attorneys' fees) which may arise from, or be related directly to Developer's construction of the Development, or arising from the Developer's breach of or default under this Agreement, or arising from any act or omission of the Developer, or its contractors, subcontractors, laborers, material suppliers, employees, or other agents. Developer's indemnification of the City is one of first defense and payment, not of reimbursement or surety. Developer's indemnification of City includes any expenses and reasonable attorneys' fees which City may incur in defending any such claims. Developer's indemnification of City shall be to the extent of Developer's insurance coverage as detailed in paragraph 4.9. Developer's indemnification of City shall survive the termination of this Agreement, and shall survive the completion of construction of the Development by one year.

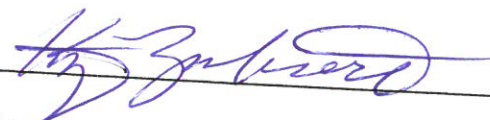
6.21 Waiver of Jury Trial. Developer acknowledges that, as to any and all disputes that may arise between Developer and City under this Agreement, the commercial nature of the transaction out of which this Agreement arises makes any such dispute unsuitable for trial by jury. Accordingly, Developer hereby knowingly, voluntarily, and willingly waives any right to trial by jury as to any and all disputes that may arise relating to this Agreement.



6.22 Governmental Permits. Developer shall be responsible for obtaining, at its sole cost and expense, all necessary governmental permits, certificates and approvals to lawfully allow the construction of the Development.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date noted below:

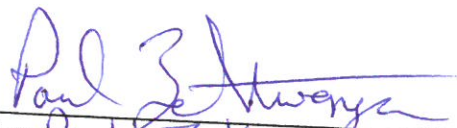
**CITY OF PARK HILLS**

  
\_\_\_\_\_

Mayor

Date: 2/12/19

**CONDOVIEW LLC**

  
By: Paul Zeltwanger  
Its: Authorized Representative

Date: 2/12/19

# EXHIBIT A

## KENTON COUNTY PLANNING COMMISSION STATEMENT OF ACTION AND RECOMMENDATION

NUMBER: PC1802-0003

### WHEREAS

Condoview, LLC per Paul Zeltwanger, HAS SUBMITTED AN APPLICATION REQUESTING THE KENTON COUNTY PLANNING COMMISSION TO REVIEW AND MAKE RECOMMENDATIONS ON: A Stage I Development Plan for an area of approximately 7.5 acres located west of and adjacent to Area B on the south side of Amsterdam Road and at the terminus of Hamilton Road and Old State Road, approximately 200 feet east of Arlington Road in Park Hills which is zoned R-1EE (PUD) (a single-family and two-family residential zone with a planned unit development overlay); AND

### WHEREAS

A PUBLIC HEARING WAS HELD ON THIS APPLICATION ON THURSDAY, APRIL 5, 2018, AT 6:15 P.M., IN THE PLANNING AND DEVELOPMENT SERVICES OF KENTON COUNTY'S FIRST FLOOR MEETING ROOM, 2332 ROYAL DRIVE, FORT MITCHELL, KY.; AND A RECORD OF THAT HEARING IS ON FILE AT THE OFFICES OF THE KENTON COUNTY PLANNING COMMISSION, 2332 ROYAL DRIVE, FORT MITCHELL, KENTUCKY.

### NOW, THEREFORE,

THE KENTON COUNTY PLANNING COMMISSION SUBMITS THE FOLLOWING RECOMMENDATIONS, ALONG WITH SUPPORTING INFORMATION AND COMPREHENSIVE PLAN DOCUMENTATION:

#### KCPC RECOMMENDATION – PARK HILLS ZONING ORDINANCE:

Favorable recommendation on the Stage I Development Plan for an area of approximately 7.5 acres located west of and adjacent to Area B on the south side of Amsterdam Road and at the terminus of Hamilton Road and Old State Road, approximately 200 feet east of Arlington Road which is zoned R-1EE (PUD) (a single-family and two-family residential zone with a planned unit development overlay) within Park Hills, subject to the agreement of the applicant to the following conditions:

1. That the proposed map amendment for Area A and the Stage I Development Plan for Area B be approved by the City of Covington;
2. That all accessory structures meet the requirements of the underlying R-1EE Zone, aside from the proposed entry monuments on the submitted plan.

#### COMPREHENSIVE PLAN DOCUMENTATION:

- Date of Adoption by the Kenton County Planning Commission: September 4, 2014.

#### SUPPORTING INFORMATION/BASES FOR KCPC RECOMMENDATION:

1. The submitted development plan meets the stated purposes of the PUD Overlay Zone. The proposed development will provide a variety of housing styles, from single-story dwellings

to three story dwellings. The proposed development will also existing landscape features and provide for usable open spaces and recreation facilities.

2. The Stage I Development Plan is consistent with the Recommended Land Use map of *Direction 2030: Your Voice. Your Choice*, which identifies the site in question for Residential Development at a density ranging from 7.1 to 14.0 dwelling units per net acre. While the R-1EE (PUD) can permit residential densities up to 7.5 dwelling units per net acre, the site in question is a part of a development plan that indicates a maximum density of 3.5 dwelling units per net acre.
3. The Stage I Development Plan is consistent with the goals, objectives, and recommendations of *Direction 2030: Your Voice. Your Choice*, as stated above. The proposed map amendment will encourage a variety of housing types to meet the needs of different generations and income levels. Additionally, the PUD regulations allow for the provision for open space for active and passive recreational opportunities.
4. Based upon testimony presented at the April 5, 2018 public hearing.
5. The submitted Stage I Development Plan meets the minimum requirements of the Park Hills Zoning Ordinance, except for the following:
  - a. Section 11.0, E., 2., e., states that the development plan should identify the location of every proposed building on the subject property. The submitted development plan does not contain location, type, height, yard, and setback regulations for any customary accessory structures within the proposed development. Staff recommends that any customary accessory structure (pools, fences, signs, sheds, etc.) be permitted subject to the requirements of the underlying R-1EE Zone.

#### **ADDITIONAL COMMENTS**

1. While not required on the Stage I Development Plan, if approved, the following information will need to be provided on the Stage II Development Plan:
  - a. Section 9.7 sets for Excavation or Movement of Soil regulations. No entity shall strip, excavate, fill, or move soil without first insuring that all requirements of the Subdivision Regulations have been fulfilled. Insufficient information has been submitted to determine compliance with this regulation;
  - b. Section 11.0, F., 2., states that the location, size, height, and orientation of all fences, walls, and signs needs to be shown on the Stage II Development Plan. The submitted development plan indicates provision for entry monuments at the intersections of Amsterdam Road with Street B, Old State Road with Street A, and Old State Road with Dixie Highway. Additional information regarding the size, height, and setbacks needs to be submitted. Any fences and walls that are proposed as a part of the overall development will need to be shown as well.
  - c. Article XII Sets forth Hillside Development Controls. Sufficient information will need to be submitted to determine that any activity will not cause hillside slippage or erosion.
  - d. Section 13.1 states that two off-street parking spaces are required for each one-family dwelling. Insufficient information has been submitted to determine compliance with this regulation;

2. The submitted Stage I Development Plan meets the minimum requirements of the Kenton County Subdivision Regulations. The KCPC granted waivers from the following requirements:
  - a. Section 4.1-11 requires sidewalks along both sides of the proposed streets. The submitted development plan indicates sidewalks on only one side of Street D and a portion of Street B;
  - b. Section 4.2-8 prohibits lots from having double frontage along more than one street, except for corner lots. The submitted development plan indicates that Lots 25 through 39 and 57 through 60 are not corner lots and have frontage on more than one street;
  - c. Section 8.3-1 states that the minimum spacing requirements for unsignalized access points along an arterial street must be 600 feet. The submitted development plan indicates an access point on West Pike Street approximately 230 feet from an adjacent unsignalized access point in Park Hills.
3. The submitted development plan indicates that the proposed sidewalk along West Pike Street will be designed and funded through KYTC. If the sidewalk is not constructed by KYTC, the applicant will be responsible for providing this sidewalk.
4. A land disturbance permit from SD1 is required for this project.

PAUL J. DARPEL, CHAIR  
KENTON COUNTY PLANNING COMMISSION

## ATTACHMENT PC1802-0003

### SUMMARY OF THE EVIDENCE AND TESTIMONY PRESENTED BY THE PROPONENTS/OPPONENTS OF THE PROPOSED MAP AMENDMENTS

*(NOTE: This summary was compiled by the Commission's secretary in compliance with 100.211 (1). It is believed to be accurate, but has not been reviewed or approved by the Commission. A summary will be found in the officially approved minutes, which will be available following the next meeting of the Commission.)*

#### ISSUE

Condoview, LLC per Paul Zeltwanger for a proposed map amendment to **Area A:** the Covington Zoning Ordinance changing the described area from RU-2B (an urban residential zone) to RU-2B (PUD) (an urban residential zone with a planned unit development overlay). **Area B:** A Stage I Development Plan for the described area which is zoned RU-2B (PUD) (an urban residential zone with a planned unit development overlay) according to the Covington Zoning Ordinance. **Area C:** A Stage I Development Plan for the described area which is zoned R-1EE (PUD) (a single-family and two-family residential zone with a planned unit development overlay) according to the Park Hills Zoning Ordinance.

#### PROponents

The proponents to the issue addressed the Commission and stated this has been a long process and he thanked all those involved in the process. The proponent stated he has tried to acquire the land for about ten years so he is very excited about the project. He stated anytime you can link the property into Devou Park it is a good thing and he thinks potential residents will love that too. The proponent noted they will always prioritize hillside protections. He further stated they are working with the urban forestry in Covington with regard to the development and he thinks they will have a good result there as well. The proponent stated they attended resident meetings and they listened to the traffic concerns of residents as well. He stated they looked at the market and what could fit into the area also. The proponent stated he would rather put something that fits and will work well for the area and that is how they came to the number of lots. He stated the one thing he wants to point out is with regard to street D they don't think the sidewalks make much sense due to the slope. The proponent stated they are basically saying if there is a front door they are going to put a sidewalk there. He further stated the sidewalk will be linked to the hiking trail. The proponent additionally stated they want to make this a unique development and they want to make it fit into the community. He then showed some examples of architectural designs of what the exterior of the residences may look like within the development. The proponent stated he met with some the residents of the area and they want to be a good neighbor. He noted they are talking with the Sanitation District and they feel they can solve any issues or concerns there may be. The proponent additionally stated they are really trying to beautify the area and they think it helps their project as well. He stated he thinks they are in step with the 2030 plan and the Devou Park plan. An additional proponent addressed the Commission and stated they have been looking at the property since 2015. The proponent stated in mid to late 2015 they started meeting with Staff and Covington elected officials and they came to the conclusion that a PUD overlay would benefit the site. The proponent further stated this has been a collaborative effort. He stated their worst fears were that a 449 unit development would be the development. The proponent additionally stated Park Hills main concern was the traffic brought to the area. He stated they feel this is consistent with the PUD overlay and they were pleased that the development was to consist of 85 units. The proponent additionally stated the proposed access of Dixie Highway was encouraged. He then noted they do not want the long term responsibility of a retaining wall so they are asking for conditions as to that. The proponent further stated the retaining walls must be built on private property out of the right of way. He further noted with regard to the Patton drive that this has never been a publicly dedicated street. He stated they do not have any objections to the waiver



requirements. The proponent commented with regard to the waiver request to the access to Dixie Highway they also did not have any opposition at this point. He noted the developer listened to their concerns about access and provide a second site. He stated the city has no objection to the waiver but he believes the ultimate grantor of the waiver would be the state. He stated they realize it is an extensive project to build that road but they do realize the value of that. The proponent addressed the Commission in rebuttal and stated he appreciates all the input and it is part of the process and he respects that. He stated the hillside protections were not in place at the time the Joshua One project went in and they are in favor of being sensitive to that. The proponent stated they are in favor of replacing some the trees that have been removed and are working on solutions for the area. The proponent additionally stated he is excited about it and thinks it will beautify the area. The proponent stated they are in agreement with the amending of the property lines issue raised. The proponent stated they want to be sensitive to the residents in the area and they are in favor of that. The proponent stated their biggest concern is the slope with regard to the retaining wall. He stated they are looking at all of that to make sure that works. He noted their biggest issue slope stability. With regard to the clearing of the Miranda area they worked with the city and they have actually increased the slope stability with clearing some of that and making that more stable. The proponent commented their geotech engineer stated there was a lot of junk top soil up there and it was in danger of sliding so they actually made it more stable.

#### OPPONENTS/NEUTRAL PARTIES

An opponent/neutral party to the issue addressed the Commission and stated he is still wanting Old State Road closed and is not proposing opening that up at this time. He also stated he does realize this would help accessibility for the development but he would like it to remain closed if the access on Dixie is denied. Another neutral party addressed the Commission and stated he would echo the comments made. He stated this has been an interesting collaborative process. He stated he is in support of the map amendments and the Stage I conceptual plan with the understanding that it is conceptual at this point. He additionally noted with regard to the waivers he is glad to hear the developer is in favor of putting sidewalks where there are front doors. He additionally stated with regard to the connection on Dixie Highway they would like to see what the transportation cabinet has to say with regard to that. He noted it might be a good idea to hold off on that waiver until there is more information from the state transportation cabinet. Another neutral party addressed the Commission and stated she wants to support the waivers. She stated the one on Dixie Highway they have pretty much supported all the way. She additionally stated to not have to reopen the Old State Road is beneficial and access off of Dixie alleviates that issue. She stated after hearing everything tonight she is for the waivers on all points. An additional neutral party addressed the Commission and stated there were some issues with the property lines as they were drawn on the plan submitted. She stated they had conversations with regard to this and the developer has agreed to adjust the property lines and the setbacks with regard to that. She stated she does have those changes and can submit those. She stated she also supports the waiver with regard to the access on Dixie Highway. A neutral party addressed the Commission and thanked the developers and stated it sounds like a wonderful development. She stated she still believes Old State Road should remain closed. She also stated the number of units was reduced so she was happy to hear that. She stated Park Hills is a wonderful place and she thinks Old State Road should remain closed because it's a straight shot and she fears speeders will come down there. She stated this is going to be a lot of cars coming down Old State and thanked the developers for narrowing it down to 82 lots. An additional neutral party addressed the Commission and stated she really supports the whole development. She stated she wanted to address the access to Dixie. She noted she feels they should consider the access from Amsterdam. She stated she supports the opening of the entire Old State with the number of units planned for the development. She stated when it was over four hundred units she did not support that. She additionally stated she thinks it will benefit the city by having it open.

An opponent addressed the Commission and stated he drives Dixie Highway on a daily basis and utilized Amsterdam and Montague on a weekly basis. He stated he does have some concerns with the



development. The opponent then presented a brief history of the area with old photos in a slide presentation. He then addressed the hillside issues and gave a brief history of changes to the zoning code over the years. He commented the hillside runoff has increased dramatically since the Joshua One development. The opponent stated the intersection of Amsterdam Road and Montague is pretty dangerous as a result. He stated another area of concern he has is with access of emergency services. He noted he is not an expert in management and fire but he has concerns with having one ingress and egress into the site. The opponent stated one of his major concerns is an apparent disregard of regulations that are in place. He noted no tree inventory was performed when the Miranda project was done and it was a significant impact on the area. He stated the beauty of the hillside is extremely unique. The opponent noted there are very few instances where you can find nice wooded hillsides that you have in Covington. The opponent stated it is the view of the hillside afforded by the community and all members of the area.

**Bases for Staff Recommendation:** The PDS Staff Recommendation is on file at the PDS office.

# PC1802-0003



Buildings	Roads	Utilities	Topography
Building	Paved Road	Sewer	Inter Corridor
Pool	Unpaved Road	Sewer Structure	Intermediate Corridor
Tank	Bridge	Water Pipe	Creek / Stream
Concrete Pad	Paved Parking	Water Hydrant	River / Lake
Recreation	Unpaved Parking		
Ball Fields	Railroad		
Playground/General Rec			
Trees/Green			
	Boundaries		
	Parcel		
	Zoning		

2332 Royal Drive  
Fort Mitchell, KY 41017  
858.331.8980  
Office hours M-F 8-5  
www.linkgis.org

Parcel data provided by CCPVA, FCPVA and LINK-GIS.

Date: 2/5/2018

These GIS data are deemed reliable and every effort has been made to ensure their accuracy. They are, however, provided "as is" without warranty of correctness, timeliness, reliability, or completeness. Map elements do not represent a legal survey of land. Use of these data for any purpose should be with an acknowledgement of their limitations, including the fact that they are dynamic in nature and in a constant state of maintenance. Field investigation may be necessary.

## Exhibit C

1. **1011 Amsterdam Road** is located in the City of Park Hills, Kentucky, and is legally described as follows:

BEING PART OF AN UNNUMBERED PARCEL APPEARING ON COPIED AND RESTORED PLAT NO. 27, KENTON COUNTY CLERK'S RECORDS AT COVINGTON, KENTUCKY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE NOTCH IN THE EASTERLY LINE OF AMSTERDAM ROAD, 167.00 FEET, SOUTH 38 DEGREES 00' 00" WEST FROM MONTAGUE ROAD IN THE CITY OF PARK HILLS, SAID POINT BEING THE NORTHWESTERLY CORNER OF A PARCEL AS SURVEYED BY TERRY W. HUGHES, DATED MAY 31, 1983 AND RECORDED IN DEED BOOK 845, PAGE 215, KENTON COUNTY RECORDS; THENCE SOUTH 53 DEGREES 15' WEST 110.00 FEET TO A STONE WALL; THENCE SOUTH 38 DEGREES 00' 00" WEST, 163.00 FEET TO A FOUND IRON PIPE; THENCE SOUTH 7 DEGREES 15' 00" WEST, 88.29 FEET TO A POINT; THENCE NORTH 86 DEGREES 27' 19" WEST, 124.23 FEET TO A POINT IN THE EASTERLY LINE OF AMSTERDAM ROAD; THENCE ALONG THE EASTERLY LINE OF AMSTERDAM ROAD; NORTH 3 DEGREES 32' 41" EAST, 93.10 FEET TO FOUND IRON PIPE; THENCE ALONG THE EASTERLY LINE OF AMSTERDAM ROAD, NORTH 38 DEGREES 00' 00" EAST, 229.99 FEET TO THE TRUE PLACE OF BEGINNING. CONTAINING 33.129.719 SQUARE FEET, SHOWN AS PARCEL 1 ON SURVEY OF T.H. KOHLER, REG. L.S. #2339, DATED JANUARY 17, 1984, APPROVED BY KENTON COUNTY & MUNICIPAL PLANNING & ZONING COMMISSION.

Being the same property conveyed to the Grantors herein by quitclaim deed from RODNEY WIECK and MELINDA WIECK, his wife; and JACK TORLINE and CAROL TORLINE, his wife, said deed dated February 20, 1987, and recorded in Deed Book 940, Page 66 of the records in the Kenton County Clerk's office at Covington, Kentucky; and also being the same property conveyed to Grantors herein by deed from RODNEY WIECK and MELINDA WIECK, his wife; and JACK TORLINE and CAROL TORLINE, his wife, said deed dated February 6, 1984, and recorded in Deed Book 864, Page 68 of the aforesaid records.

SUBJECT to conditions, restrictions and easements contained in deeds and instruments of record.



**2. 1013 Amsterdam Road** is located in the City of Park Hills, Kentucky, and is legally described as follows:

Being a parcel of land lying in the City of Park Hills, the County of Kenton, and the Commonwealth of Kentucky, and more particularly described as follows:

**Group No. 3144**

Beginning at a concrete notch in the east line of Amsterdam Road, 167.00 feet

South 38° 00' 00" West from Montague Road in the City of Park Hills; thence

South 53° 15' West 110.00 feet to a stone wall; thence South 38° 00' West 163.00 feet to an iron pipe; thence South 7° 15' West 150.00 feet to an iron pipe; thence South 25° 07' 40" West along the right of way of the road constructed on the Cincinnati, Newport, Covington Transit property 138.10 feet to an iron pipe; thence South 82° 09' 20" West 70.84 feet to an iron pipe in the east line of Amsterdam Road; thence North 3° 32' 41" East along the east line of Amsterdam Road 297.0951 feet to an iron pipe; thence continuing along said east line North 38° 00' East 229.99 feet to the place of beginning, containing 1.2226 acres, as resurveyed by Terry W. Hughes, Kentucky Land Surveyor #820, and shown by plat recorded in Deed Book 1195, Page 121, Kenton County Clerk's records at Covington, Kentucky.

EXCEPTION: Group No. 16

There is expected from the above and not intended to be conveyed, the following described property:

BEGINNING at a concrete notch in the easterly line of Amsterdam Road, 167.00 feet, South 38° 00' 00" West from Montague Road in the City of Park Hills, said point being the northwesterly corner of a parcel surveyed by Terry W. Hughes, dated May 31, 1983, and recorded in Deed Book 845, Page 215, Kenton County Clerk's records; thence South 53° 15' 00" West 110.00 feet to a stone wall; thence South 38° 00' 00" West, 163.00 feet to a found iron pipe; thence South 7° 15' 00" West, 88.28 feet to a point; thence North 86° 27' 19" West, 124.23 feet to a point in the easterly line of Amsterdam Road, thence along the easterly line of Amsterdam Road, North 3° 32' 41" East, 93.10 feet to a found iron pipe; thence along the easterly line of Amsterdam Road, North 38° 00' 00" East, 229.99 feet to the true place of beginning, CONTAINING 33,129.719 square feet, shown as PARCEL 1 on the survey of T.H. Kohler, Reg. L.S. #2339, dated January 17, 1984, approved by Kenton County & Municipal Planning & Zoning Commission.

Subject to real estate taxes and assessments not yet due and payable, easements, conditions, covenants, restrictions and all matters of record.

Being a part of the same property conveyed to Grantor Melinda J. Wieck, divorced and unremarried at the time, by deed from Rodney Wieck, dated January 29, 1996, and record on August 13, 1996, in Deed Book 1195, Page 121, Kenton County Clerk's records at Covington, Kentucky.