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MIAMI COUNTY
COMMON PLEAS COURT

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SHAWN M. PEEPLES
CLERK OF COURTS

IN THE COMMON PLEAS COURT OF MIAMI COUNTY, OHIO
CIVIL DIVISION

EVIL EMPIRE, LLC, et al.,	*	CASE NO. 23CV0408
Plaintiffs-Appellants,	*	JUDGE STACY M. WALL
v.	*	
CITY OF TROY BOARD OF ZONING	*	<u>STIPULATION,</u>
ZONING APPEALS, et al.,	*	<u>SETTLEMENT AGREEMENT,</u>
Defendants-Appellees.	*	<u>AND DISMISSAL ENTRY</u>
	*	
ROB ENGLAND, IN HIS CAPACITY	*	CASE NO. 23CV0238 ✓
OF CHIEF BLDG. OFFICIAL,	*	Consolidated Case: 23CV0109
Plaintiff,	*	JUDGE STACY M. WALL
v.	*	
116 WEST MAIN, LLC, et al.,	*	<u>STIPULATION,</u>
Defendants.	*	<u>SETTLEMENT AGREEMENT,</u>
	*	<u>AND DISMISSAL ENTRY</u>
	*	

CITY OF TROY, OHIO	*	CASE NO. 23CV109
Plaintiff,	*	Consolidated Case: 23CV238
v.	*	JUDGE STACY M. WALL
EVIL EMPIRE, LLC, et al.,	*	<u>STIPULATION,</u>
Intervening Plaintiffs	*	<u>SETTLEMENT AGREEMENT,</u>
v.	*	<u>AND DISMISSAL ENTRY</u>
116 WEST MAIN, LLC, et al.,	*	
Defendants.	*	

EVIL EMPIRE, LLC, et al.,	*	CASE NO. 21CV0378
Plaintiffs-Appellants,	*	JUDGE STACY M. WALL
v.	*	
CITY OF TROY BOARD OF	*	<u>STIPULATION,</u>
ZONING APPEALS, et al.,	*	<u>SETTLEMENT AGREEMENT,</u>
Defendants-Appellees.	*	<u>AND DISMISSAL ENTRY</u>

This Stipulation, Settlement Agreement, and Dismissal Entry is entered into this 22nd day of December, 2023 by and among:

I. THE PARTIES

- A. The City of Troy, Ohio, a municipal corporation, and all its officers, boards, departments, employees, and commissions (hereinafter “the City”).
- B. 116 West Main, LLC, an Ohio limited liability company (hereinafter “116 West Main”).

- C. Randy Kimmel, individually (hereinafter “Kimmel”).
- D. Evil Empire, LLC, an Ohio limited liability company (hereinafter “Evil Empire”).
- E. Cheryl Cheadle, individually (hereinafter “Cheadle”).
- F. Rob England, in his official capacity only as the Chief Building Official, for the Miami County Ohio Building Department and the City of Troy, Ohio (hereinafter “England”).
- G. The Troy Historic Preservation Alliance, a duly formed not for profit Ohio corporation (hereinafter “THPA”).

These individuals and entities shall be referred to collectively hereinafter as “the parties”.

II. RECITALS

WHEREAS, the parties hereby acknowledge and agree that they are subject of the jurisdiction of this Court, and further state that they are each a party and/or participant in one or more of the following actions:

- A. Miami County Common Pleas Court Case No. 23CV0408.
- B. Miami County Common Pleas Court Case No. 23CV0238.
- C. Miami County Common Pleas Court Case No. 23CV0109.
- D. Miami County Common Pleas Court Case No. 21CV0378.
- E. Second District Court of Appeals Case No. CA00022.
- F. Second District Court of Appeals Case No. CA00019.
- G. Second District Court of Appeals Case No. CA00018.

WHEREAS, the above-described actions all relate to the real property, including the entirety of the structure, located at 112-118 West Main Street, Troy, Miami County, Ohio, (hereinafter “the Building” or “premises”); and further described in Exhibit A to this Agreement.

WHEREAS, the parties hereto seek to resolve all claims between them, including as set forth and alleged in the actions identified herein.

NOW, therefore, in order to effectuate a resolution of the claims between them, the parties stipulate and agree, subject to the terms and conditions set forth below and approval of the Court, and in consideration of the benefits flowing between the parties from this Stipulation, Settlement Agreement, and Dismissal Entry, the receipt and sufficiency of same being acknowledged by each regardless of what status or capacity any party may have in any of the actions described above, as follows:

III. DEFINITIONS, TERMS, AND CONDITIONS

A. Definitions

1. The Building shall mean the real property, including the entirety of the structure, located at 112-118 West Main Street, Troy, Miami County, Ohio.
2. The 1902 building shall mean the northernmost portion of the building constructed in 1902 and located nearest to Main Street.
3. The 1841 building shall mean the southernmost portion of the building constructed in 1841 and located closest to the alley.

B. Terms and Conditions

1. This Stipulation, Settlement Agreement, and Dismissal Entry reflects the final and binding Agreement between the parties.
2. THPA will purchase from 116 West Main and 116 West Main will sell to the THPA the real property located at 112-118 West Main Street, City of Troy, Miami County, Ohio upon such

terms and conditions as set forth in a separate agreement. Said sale shall occur and close no later than December 22, 2023. The THPA shall be entitled to possession of the premises at closing.

3. As set forth below, THPA shall complete the repairs necessary to lift Adjudication Order #36 and to stabilize both the 1902 building and 1841 building, as identified by England, **no later than April 30, 2024.**

A. England has created a “List” of *presently* known mandatory action items that are the minimum requirements necessary under the Ohio Building Code to stabilize the Building. That List is attached as Exhibit B to this Agreement. The List currently includes items that can be repaired and items that must be replaced. If an item (other than the parapet of the 1902 building and center beam in the 1841 building) is listed on the “replace” portion of the List, then it shall be replaced. Shawn Winn will act as CBO as to the “work” as defined in Section (B)(3)(B) of this Agreement and there will be no contact or communication between Winn and England in any manner as to the “work.” Winn has discretion to add items to the repair or replace portions of the List if he determines that such items are required to stabilize the Building and lift Adjudication Order #36, as discussed in Section (B)(3)(C) of this Agreement. Additions to the List do not affect the April 30, 2024, deadline. Any decisions made by Winn are final and cannot be challenged by any party, either before this Court or otherwise.

B. Hereinafter any repairs, replacements, action items, or other activity or activities to abate defective conditions, stabilize the Building (or any portion of the Building, referencing the 1841 building or 1902 building as may be relevant) and/or lift Adjudication Order #36 may be referred to, collectively, as “work”.

C. If THPA, its engineers, or its contractors discover other items that require repair or replacement to comply with the Ohio Building Code after purchasing the Building on the date identified in Section (B)(2) of this Agreement, then such items must be communicated to Winn who will determine whether they should be added to the List, and, if so, add them to the List of necessary action items to stabilize the Building sufficient to lift Adjudication Order #36. However, no action item on the List, regardless of when added, affects the April 30, 2024 deadline for THPA to complete all work necessary to abate defective conditions, stabilize the Building, and lift Adjudication Order #36.

D. The THPA shall present architect stamped drawings to Chris Pettis, an independent plans examiner, of all repairs necessary to stabilize the Building to such an extent to abate all defective conditions required to lift Adjudication Order #36 no later than January 31, 2024. In the event Chris Pettis is unavailable to act as an independent plan examiner, the parties agree that Joe McGovern of Ferguson Construction may be used in that capacity in his stead. Both Pettis and McGovern are subject to the same limitation on communications with England as Winn.

1. All items on the List must be included in the architect stamped drawings in the form indicated on the List, i.e., items designated as replace must be replaced on the submitted drawings, etc.

2. The THPA shall also present architect stamped drawings to Chris Pettis as to any items that require repair or replacement to comply with the Ohio Building Code for stabilization of the Building that are discovered *after* purchase of the Building. In the event Chris Pettis is unavailable to act as an independent

plan examiner as to and such drawing, the parties agree that Joe McGovern of Ferguson Construction may act in that capacity in his stead.

3. Winn and the City shall take all steps necessary to expedite plan review and process the application for all necessary permits. Further, Winn shall approve or deny any application submitted by the THPA within 10 business days of the submission of the application.

4. In conformance with the Ohio Building Code and the Ohio Revised Code, Mr. Pettis can approve THPA's stamped drawings, deny THPA's stamped drawings, or approve with conditions or options that may be adopted by Winn. If Pettis approves the THPA's stamped drawings, then Winn shall also approve them unless approval is contrary to law. If Pettis denies the THPA's stamped drawings, then THPA's stamped drawings are denied and THPA must submit revised drawings. If Pettis approves the THPA's stamped drawing subject to conditions or options that Winn adopts, the decision to adopt the conditions or options shall be final. THPA expressly understands that it will be required to submit revised plans, which may include replacement (as compared to repair) of the 1841 building's center beam. Nothing in this paragraph modifies the April 30, 2024, deadline referenced in subsection (E) below.

5. THPA shall commence the repairs necessary to stabilize the 1902 building, as identified on the List, within 10 days of approval of THPA's stamped drawings and all such repairs shall continue thereafter in an expeditious and timely

manner. Any lack of funding shall not excuse THPA's duty to commence and continue repairs in an expeditions and timely manner.

E. ALL PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE APRIL 30, 2024, DEADLINE SET FORTH ABOVE IS A HARD DEADLINE. THERE WILL BE NO EXTENSIONS OF TIME FOR ANY REASON(S), INCLUDING, BUT NOT LIMITED TO, WEATHER-RELATED ISSUES, MATERIAL-RELATED ISSUES, OR LABOR-RELATED ISSUES. ANY ISSUES WITH THE BUILDING THAT THPA OR ITS CONTRACTORS MAY DISCOVER AFTER THE EXECUTION OF THIS STIPULATION, SETTLEMENT AGREEMENT, AND DISMISSAL ENTRY ARE THE SOLE RESPONSIBILITY OF THPA AND DO NOT MODIFY THE APRIL 30, 2024, DEADLINE IN ANY MANNER. THE APRIL 30, 2024, DEADLINE FOR THE COMPLETION OF ALL WORK NECESSARY TO ABATE DEFECTIVE CONDITIONS AND STABILIZE THE BUILDING AS REQUIRED TO LIFT ADJUDICATION ORDER #36 CANNOT BE ALTERED, CHANGED, OR MOVED REGARDLESS OF WHAT IS UNCOVERED DURING THE WORK. THE PARTIES AGREE THAT NEITHER THE MIAMI COUNTY COURT OF COMMON PLEAS NOR ANY OTHER COURT SHALL HAVE JURISDICITON TO EXTEND THE APRIL 30, 2024 DEADLINE.

F. Notwithstanding any language otherwise set forth in this Stipulation, Settlement Agreement, and Dismissal Entry, in the event Winn or the City fails to approve or deny any permit application submitted by the THPA within 10 business days of the

submission of the application (as referenced in paragraphs Section (B)(3)(D)(3) and 5 herein), the April 30, 2024, Deadline shall be extended by one day for each day of delay by Winn or the City in issuing any approval or denial. In the event that THPA submits any application within 10 days of the expiration of the April 30, 2024, Deadline (including any extensions as identified in this paragraph) any demolition required under this Agreement shall proceed, regardless of whether Winn or the City has issued any approval or denial of any such application.

G. Except as set forth in paragraph H below, in the event that the aforesaid work necessary to abate defective conditions and stabilize the Building as required to lift Adjudication Order #36 is not complete by the April 30, 2024, Deadline, the THPA shall demolish both the 1902 building and the 1841 building and remove all demolition debris from the premises no later than 30 days after the expiration of the deadline, i.e., May 30, 2024. In the event that THPA fails to demolish both the 1902 and 1841 buildings and to remove the demolition debris as required herein, the City is authorized by all parties, at its sole discretion and without any obligation to do so, to enter upon the premises to demolish both of the 1902 and 1841 buildings and/or remove the demolition debris with all such costs due to the City from the THPA. THPA consents to such costs being assessed as a lien against the premises.

H. As an exception to the provisions of paragraph G. above, if THPA completes the action items on the List that are necessary to stabilize the 1902 building, then the 1902 building will not be demolished after the April 30, 2024 Deadline. However, the remaining portion of the Building which was not fully stabilized by April 30, 2024 (i.e., the 1841 building) will be demolished.

4. No later than March 1, 2024, THPA shall notify the City and Winn, in writing, whether it intends to undertake all work for the 1841 building identified by England and/or Winn (for items discovered subsequent to purchase) as necessary to abate defective conditions, stabilize the 1841 building, and lift Adjudication Order #036. In the event that THPA elects to perform this necessary work for the 1841 building, THPA shall provide the City with written proof that it has sufficient funds necessary for such work.

5. If the THPA indicates affirmatively that it will undertake all necessary work for the 1841 building, as identified in the preceding paragraph, the THPA shall commence such work no later than March 1, 2024. THPA shall complete all work necessary to abate defective conditions, stabilize the 1841 building, and lift Adjudication Order #36 by April 30, 2024. Winn and the City shall take all steps necessary to expedite plan review and process the application for all necessary permits. Further, Winn shall approve or deny any application submitted by the THPA within 10 business days of submission. In any event, and as expressly acknowledged by all parties in Section B(3)(E) above, THPA must complete all necessary work on the 1841 building by April 30, 2024.

6. In the event that the THPA does not elect to undertake all the necessary work for the 1841 building, as described in paragraph 4 above, the THPA shall demolish the 1841 building and remove all demolition debris from the premises no later than March 31, 2024. Prior to demolition, THPA shall secure all necessary permits but the City shall not require a Certificate of Appropriateness as set forth in Troy Codified Ordinance 1143.22.

7. If the THPA does not affirmatively elect to undertake all the necessary work for the 1841 building, as described in paragraph 4 above, and if THPA fails to demolish the 1841 building and remove the demolition debris by March 31, 2024, as set forth in paragraph 6, the City is authorized

by all parties, at its sole discretion and without any obligation to do so, to enter upon the premises to demolish the 1841 building and/or remove the demolition debris with all such costs due to the City from the THPA. THPA consents to such costs being assessed as a lien against the premises.

8. Until such time as Adjudication Order #36 is lifted THPA shall not transfer or otherwise convey the premises to any other entity.

9. Upon Adjudication Order #36 being lifted, England and the Troy Fire Chief shall lift their certification issued pursuant to Troy Codified Ordinance 1143.22(q).

10. The Parties, with the exception of the City, will prepare and issue an agreed joint press statement. The joint statement will include language stating that Rob England/the County were correct in issuing Adjudication Order #36. Language will also be included recognizing THPA's efforts to restore the building and West Main/Kimmel's and the City's efforts to address the community's concerns and protect public safety. A draft of the agreed joint press statement is attached as Exhibit C to this Agreement.

11. The Court hereby retains jurisdiction to enforce this Stipulation, Settlement Agreement, and Dismissal Entry reached between the parties.

12. With regard to the dismissal of the four above captioned cases, the cases pending in the Second District Court of Appeal, and to address the pending show cause order in Case No. 21CV0378 the parties agree as follows:

A. Subject to the Terms and Conditions of this Stipulation, Settlement Agreement, and Dismissal Entry, the parties hereto consent and stipulate to the dismissal of these lawsuits and all pending claims and counterclaims, with prejudice, pursuant to Ohio R. Civ. Proc. 41(a)(1)(B), with each party bearing its own attorney fees and costs,

including attorneys' fees and costs incurred in connecting with negotiation and execution of this Agreement, with the exception of any attorneys' fees and costs incurred in enforcing this Agreement which shall be recoverable (from any party but England and Miami County) by any Party if that Party prevails in an action to enforce any part of this Agreement.

B. The parties shall dismiss, with prejudice, all cases pending in the Second District Court of Appeals, as listed in the "II. Recitals" set forth above, under the same terms and conditions set forth in this paragraph for the dismissal of the above-captioned actions pending in the Miami County Common Pleas Court. The dismissal of the cases pending in the Second District Court of Appeals shall be filed within 7 days of the filing of this Stipulation, Settlement Agreement, and Dismissal Entry in the Miami Common Pleas Court.

C. The parties further agree to and request that the Court vacate its March 29, 2023, "Show Cause Order for Hearing on Contempt," and the Court, upon such agreement and for good cause shown, hereby vacates same.

13. The terms of this Stipulation, Settlement Agreement, and Dismissal Entry may not be modified or amended, nor may any of its provisions be waived, except by a writing signed on behalf of each of the Parties.

14. This Stipulation, Settlement Agreement, and Dismissal Entry constitutes the entire agreement among the parties. All parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party other than those contained and memorialized in such documents.

15. This Stipulation, Settlement Agreement, and Dismissal Entry shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any partnership or other entity into or with which any may join, merge, consolidate, or reorganize.

16. Any action arising under or to enforce this Stipulation, Settlement Agreement, and Dismissal Entry or any portion thereof, shall be commenced and maintained only in this Court.

17. As of the date of this Agreement, the THPA, Evil Empire, and Cheadle, on behalf of themselves and their members, officers, directors, employees, issue, heirs, beneficiaries, executors, administrators, attorneys, agents, personal representatives, successors, and assigns hereby forever, knowingly, voluntarily, irrevocably, and unconditionally waive, release, and discharge West Main, Mr. Kimmel, the City, Miami County, and England and any of their current and former officers, officials, boards, directors, owners, members, managers, attorneys, insurers, employees, agents, representatives, executors, administrators, heirs, predecessors, successors, affiliates, and assigns from and against any and all claims, demands, damages, costs, losses and expenses (including attorneys' fees, costs and expenses), obligations, liabilities, indebtedness, breaches of contract, litigation, causes of action, and breaches of duty or any relationship, whether or not asserted or known, whether or not ripe or matured, foreseen or unforeseen, known or unknown, claimed or not claimed, accrued or not accrued and whether sounding in law, equity, contract, tort, statute, or otherwise from the beginning of the world up to and including the date this Stipulation, Separation Agreement, and Dismissal Entry is filed with the Court.

18. As of the date of this Agreement, West Main and Mr. Kimmel, on behalf of themselves and their members, managers, officers, employees, issue, heirs, beneficiaries, executors, administrators, attorneys, agents, personal representatives, successors, and assigns

hereby forever, knowingly, voluntarily, irrevocably, and unconditionally waive, release, and discharge the THPA, Evil Empire, Cheadle, and any of their current and former members, officers, officials, boards, directors, owners, managers, attorneys, insurers, employees, agents, representatives, executors, administrators, heirs, predecessors, successors, affiliates, and assigns from and against any and all claims, demands, damages, costs, losses and expenses (including attorneys' fees, costs, and expenses), obligations, liabilities, indebtedness, breaches of contract, litigation, causes of action, and breaches of duty or any relationship whether or not asserted or known, whether or not ripe or matured, foreseen or unforeseen, known or unknown, claimed or not claimed, accrued or not accrued and whether sounding in law, equity, contract, tort, statute, or otherwise from the beginning of the world up to and including the date this Stipulation, Separation Agreement, and Dismissal Entry is filed with the Court.

19. As of the date of this Agreement, England hereby knowingly, voluntarily, irrevocably, and unconditionally waives, releases, and discharges West Main and Mr. Kimmel, and any of their former and current members, officers, officials, boards, directors, owners, managers, attorneys, insurers, employees, agents, representatives, executors, administrators, heirs, predecessors, successors, affiliates, and assigns from and against any and all claims, demands, damages, costs, losses and expenses (including attorneys' fees, costs, and expenses), obligations, liabilities, indebtedness, breaches of contract, litigation, causes of action, and breaches of duty or any relationship whether or not asserted or known, whether or not ripe or matured, foreseen or unforeseen, known or unknown, claimed or not claimed, accrued or not accrued and whether sounding in law, equity, contract, tort, statute, or otherwise that are related to, arise from, or are a result of the ownership of, the maintenance of, the litigation involving or as to, or the enforcement

of any ordinance, code, statute, or other law with regard to, or in some other manner other associated with the premises from the date of West Main's closing of its purchase of the premises up to and including the date this Stipulation, Separation Agreement, and Dismissal Entry is filed with the Court.

20. As of the date of this Agreement, the City hereby knowingly, voluntarily, irrevocably, and unconditionally waives, releases, and discharges West Main, Mr. Kimmel, and any of their current and former members, officers, officials, boards, directors, owners, managers, attorneys, insurers, employees, agents, representatives, executors, administrators, heirs, predecessors, successors, affiliates, and assigns from and against any and all claims, demands, damages, costs, losses and expenses (including attorneys' fees, costs, and expenses), obligations, liabilities, indebtedness, breaches of contract, litigation, causes of action, and breaches of duty or any relationship whether or not asserted or known, whether or not ripe or matured, foreseen or unforeseen, known or unknown, claimed or not claimed, accrued or not accrued and whether sounding in law, equity, contract, tort, statute, or otherwise that are related to, arise from, or are a result of the ownership of, the maintenance of, the litigation involving or as to, or the enforcement of any ordinance, code, statute, or other law with regard to, or in some other manner other associated with the premises from the date of West Main's closing of its purchase of the premises up to and including the date this Stipulation, Separation Agreement, and Dismissal Entry is filed with the Court.

21. As of the date of this Agreement, West Main and Mr. Kimmel hereby knowingly, voluntarily, irrevocably, and unconditionally waive, release, and discharge the City, England, and Miami County, and any of their current and former officials, boards, attorneys, insurers,

employees, agents, representatives, executors, administrators, heirs, and assigns from and against any and all claims, demands, damages, costs, losses and expenses (including attorneys' fees, costs, and expenses), obligations, liabilities, indebtedness, breaches of contract, litigation, causes of action, and breaches of duty or any relationship whether or not asserted or known, whether or not ripe or matured, foreseen or unforeseen, known or unknown, claimed or not claimed, accrued or not accrued and whether sounding in law, equity, contract, tort, statute (including the Ohio's Public Records Act and/or Ohio's Public Meetings Act), or otherwise that are related to, arise from, or are a result of the ownership of, the maintenance of, the litigation involving or as to, or the enforcement of any ordinance, code, statute, or other law with regard to, or in some other manner other associated with the premises from the date of West Main's closing of its purchase of the premises up to and including the date this Stipulation, Separation Agreement, and Dismissal Entry is filed with the Court.

22. The releases, waives, and discharges set forth in this Agreement shall be construed to the broadest extent permitted by law and, to the extent permitted by law, their scope shall be expanded to the extent that, at any time after the Closing Date, the law is clarified or changed to permit such a broader construction. Notwithstanding the foregoing, the Parties expressly preserve, and do not release, claims to enforce the terms and obligations of this Agreement.

23. Each of the Parties represents and warrants that it has full power and authority to execute, deliver, and perform this Agreement and that it has taken all necessary steps for the execution and delivery of this Agreement. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute on behalf of the Party for whom he or she has executed this Agreement, and to bind legally such Party.

24. Nothing in this Agreement shall be construed as an admission by any Party of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation.

25. If any provision of this Agreement is found by any court to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties.

26. Nothing in this Stipulation, Separation Agreement, and Dismissal Entry shall limit or impair the City's or England's authority to enforce laws, rules, statutes, ordinances, and regulations and to abate nuisances going forward, except as set forth herein.

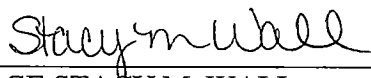
27. This Agreement may be executed in any number of counterparts, with each such counterpart constituting part of the original.

28. All parties to this Stipulation, Separation Agreement, and Dismissal Entry hereby agree to act in good faith with regard to carrying out the terms set forth herein.

29. Subject to and in accordance with the terms contained herein, this matter and all claims set forth herein are hereby dismissed with prejudice.

This is a Final Appealable Order.

IT IS SO ORDERED



JUDGE STACY M. WALL

U. 1133-166

Per Electronic Signature Authorization of
12/22/2023 /s/ James H. Greer
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Jeffrey A. Stankunas (0072438)
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his capacity of Chief Building Official

Per Electronic Signature Authorization of
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Attorneys for City of Troy and

City of Troy Board of Zoning Appeals

Per Electronic Signature Authorization of
12/22/2023 Grant D. Kerber

Grant D. Kerber (0068474)

CITY OF TROY LAW DIRECTOR

100 South Market Street

Troy, Ohio 45373

gkerber@troyohio.gov

Attorney for Plaintiff,

City of Troy, Ohio

EXHIBIT A
Property Description

Situate in the City of Troy, County of Miami, State of Ohio and further described as follows:

Parcel A: Being Inlot Number 42 in said City, EXCEPTING therefrom 51 feet off the west side of said Inlot.

Parcel B: Being Inlot Numbered 289 in said City, EXCEPTING therefrom the following: Beginning at the northeast corner of Inlot 289; thence South on and long the east line of said Inlot for a distance of 70.0 feet to the southwest corner of Inlot 282; thence West parallel with the South line of Main Street a distance of 14 inches; thence North parallel with the east line of Inlot 289 a distance of 70.0 feet to a point in the north line of said Inlot 289; thence East on and along the north line of Inlot 289 a distance of 14 inches to the place of beginning of this exception.

EXHIBIT B

Rob England's List of Repairs or Replacements (as of December 22, 2023)

This constitutes the list of *presently* known mandatory action items that are the minimum requirements necessary under the Ohio Building Code to stabilize the Building.

This List can be modified pursuant to the Parties' Stipulation, Settlement Agreement, and Dismissal Entry.

- 1841 Building – The Main Girder Truss near the South side of the structure is broken near the center and rotted on the East end. This requires replacement. *See* Photo Exhibits 1-2 ("Exhibits").
- 1841 Building – Two Girders Trusses are beginning to crack towards Main St. This requires repair or replacement as determined by Mr. Winn. *See* Exhibits 3- 4.
- 1841 Building – The Southeast corner wall is missing several rows of brick. The remaining bricks are crumbling, falling out, powdering, cracking, and have suffered severe water damage. Water intrusion is also occurring/has been allowed. This requires repair or replacement as determined by Mr. Winn. *See* Exhibits 5-6.
- 1841 Building – There are large rotted and busted structural beams and sheeting in the South center portion of the structure. This requires replacement. *See* Exhibit 7.
- Both (1841 and 1902) Buildings – The roof purlins are rotted and broken. This requires replacement. *See* Exhibit 8.
- 1841 Building – There is a row of broken 2 X 12 roof rafters' on the West side. This requires replacement. *See* Exhibit 9.
- 1841 Building – There is a row of broken 2 x 12 Roof rafters' on the East side. This requires replacement. *See* Exhibit 10.
- 1841 Building – There is a broken 2 X 12 roof rafter on the East side. This requires replacement. *See* Exhibit 11.

- 1841 Building – There is a broken 2 x 12 Roof rafter on the West side. This requires replacement. *See Exhibit 12.*
- 1841 Building – There is a broken 2 X 12 Roof rafter approximately near/at the center of the roof. This requires replacement. *See Exhibit 13.*
- 1841 Building – The ridge beam is pulled up from the girder and roof decking has pulled loose. This requires repair or replacement as determined by Mr. Winn. *See Exhibit 14.*
- 1841 Building – There is a broken 2 X 12 Roof rafter on the East side. This requires replacement. *See Exhibit 15.*
- 1841 Building – There is a broken 6 X 8 girder on the West side. This requires replacement. *See Exhibit 16.*
- 1841 Building – There is a broken 2 X 12 roof rafter on the East side. This requires replacement. *See Exhibit 17.*
- 1841 Building – There is a disjointed 2 X 12 Roof rafter near the center of the 1841 Building. This requires repair or replacement as determined by Mr. Winn. *See Exhibit 18.*
- 1841 Building – There is a rotted 8 X 8 center beam. This requires repair or replacement as approved by Mr. Pettis (or Joe McGovern if Mr. Pettis is unable to do so) and Mr. Winn. *See Exhibit 19.*
- Both (1841 and 1902) Buildings – There is an inordinate amount of rotted and/or missing roof deck boards and purlins. These require replacement. *See Exhibits 20-25.*
- 1902 Building – There is a 2 X 10 or 2 X 12 roof rafter rotted and bowed at the Northwest area of the Building. This requires replacement. *See Exhibit 26.*
- 1902 Building – The North parapet is collapsing and falling. Requires repair. This requires repair or replacement as determined by Mr. Winn. *See Exhibits 27-28.*
- 1902 Building – The North wall is showing separation from the structure during a June 16,

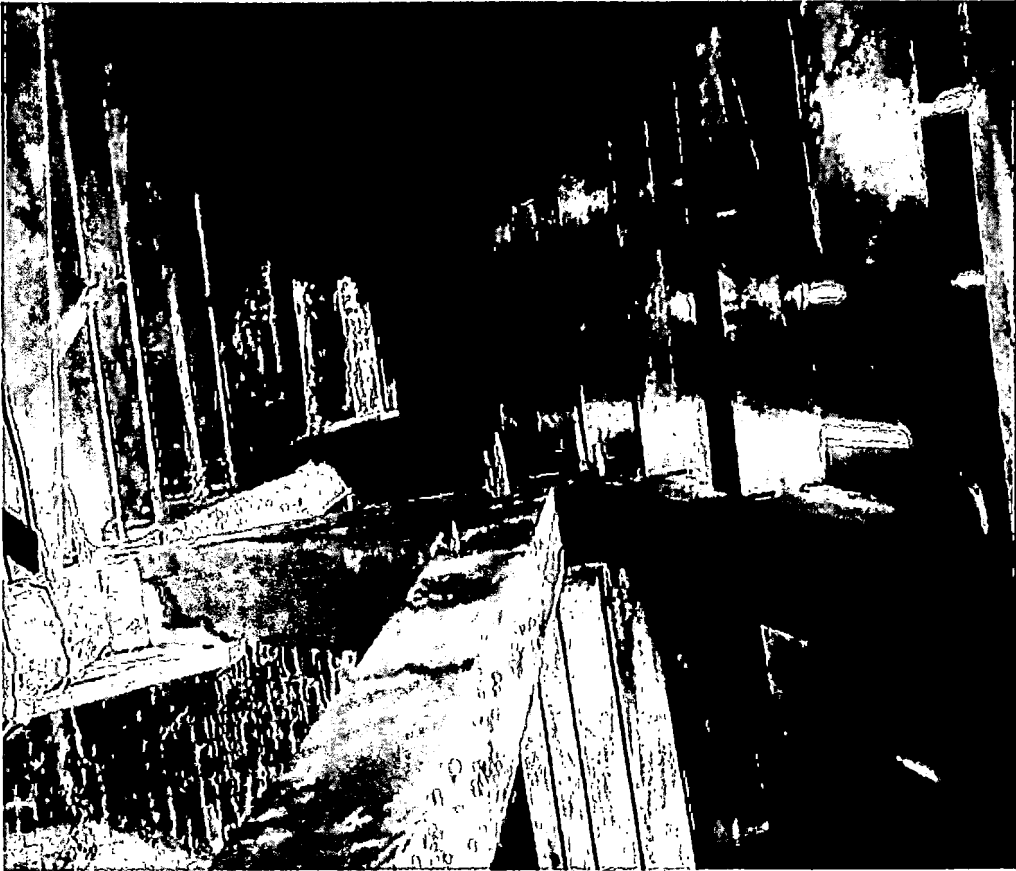
2023, inspection that was not visible during a May 9, 2023 inspection. This requires repair or replacement as determined by Mr. Winn. *See Exhibits 29-30 (May 9) and Exhibits 31-33 (June 16).*

- Both (1841 and 1902) Buildings – The roof diaphragm must be structurally connected to the exterior masonry walls of both buildings. However, some of the walls are not in stable condition/structurally sound due to having cracks, open holes, and powdering of old bricks. This requires repair or replacement as determined by Mr. Winn. *See Exhibits 34-37.*
- Both (1841 and 1902) Buildings – There are structural beams that will need to be replaced and must be solidly seated within the exterior walls. This will require removing the portions of a wall down to a height to reinstall the beams/floor joists into the wall. *See Exhibits 35- 36.*
- Both (1841 and 1902) Buildings – Any rotted or water-damaged roof sheeting needs to be replaced.
- Both (1841 and 1902) Buildings - Any structural items of note on engineering reports beyond listed items contained above must be remedied.





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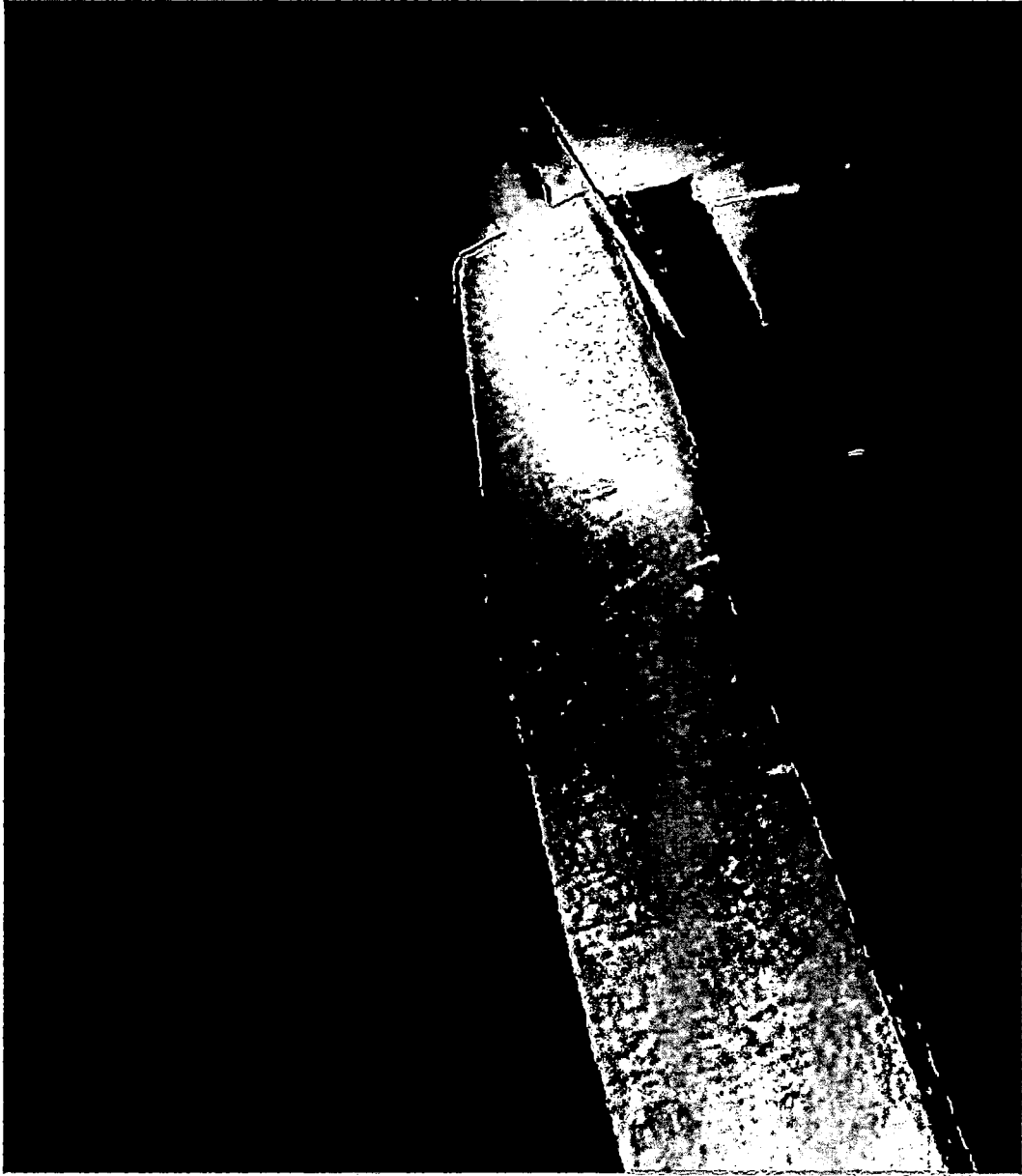
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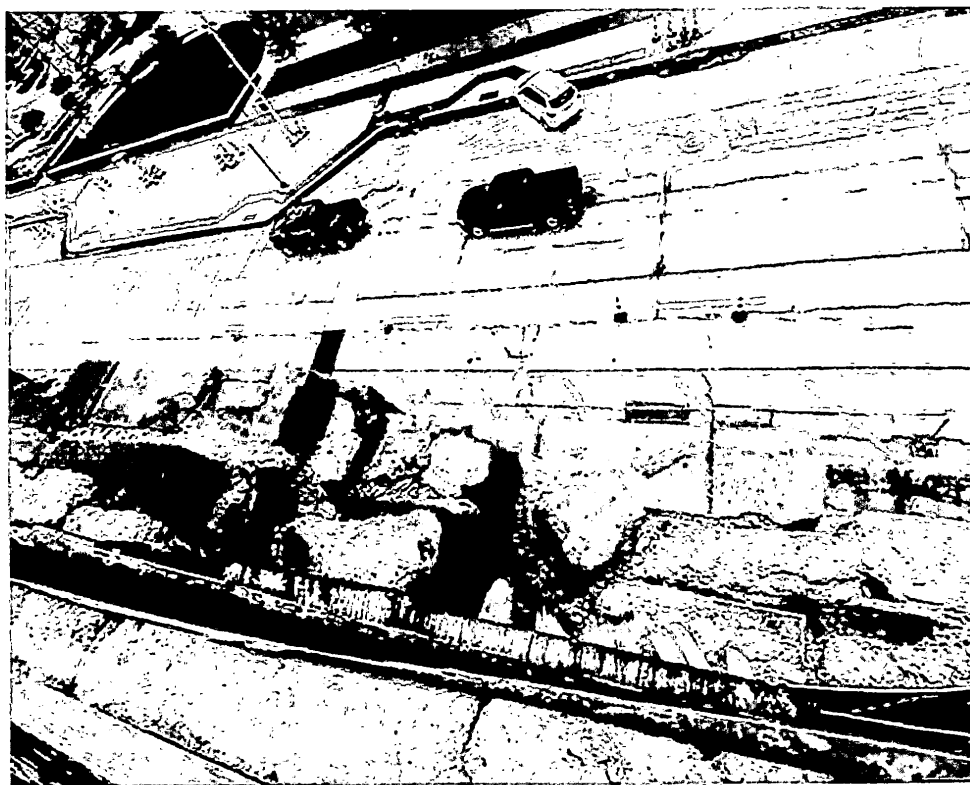


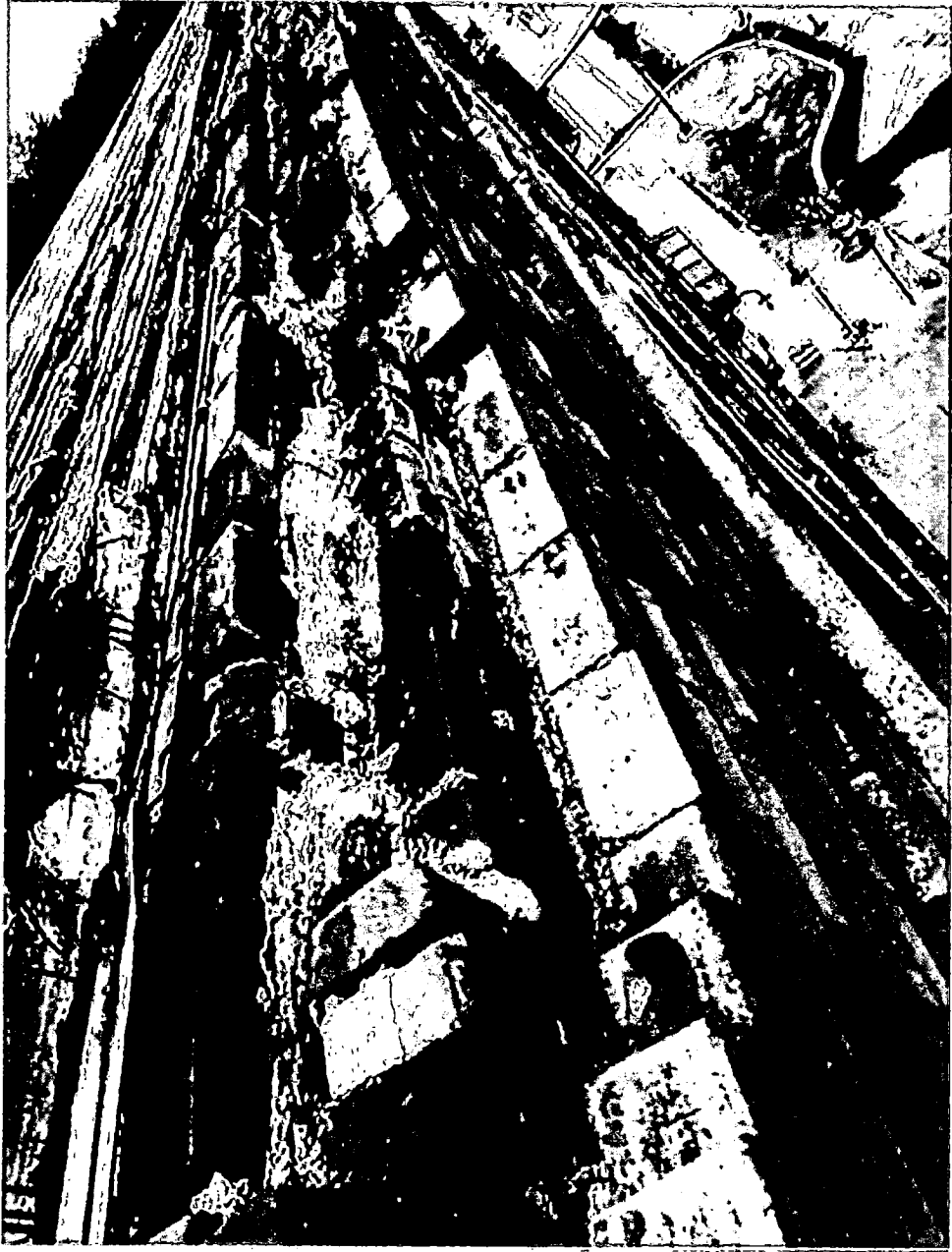
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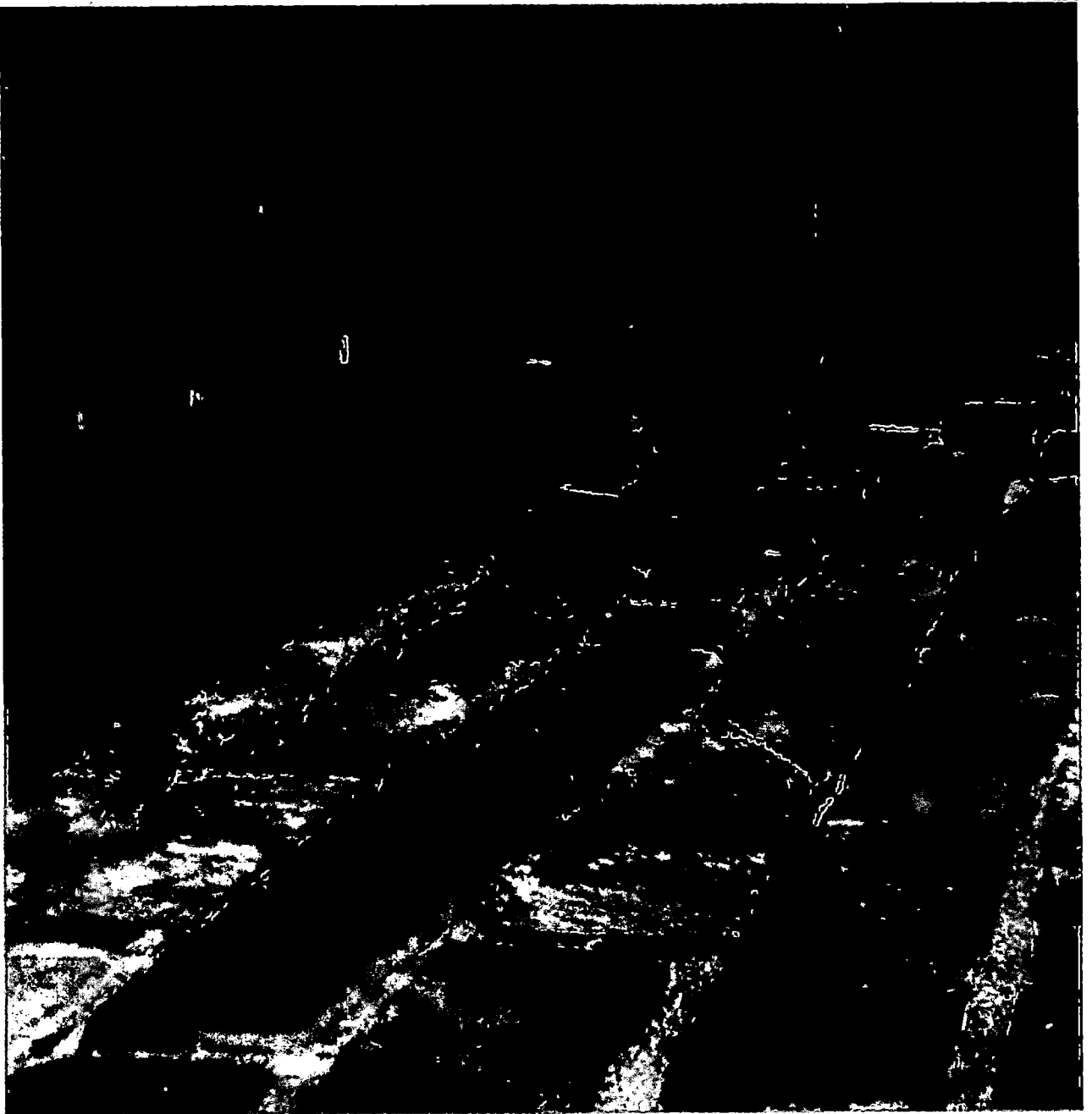


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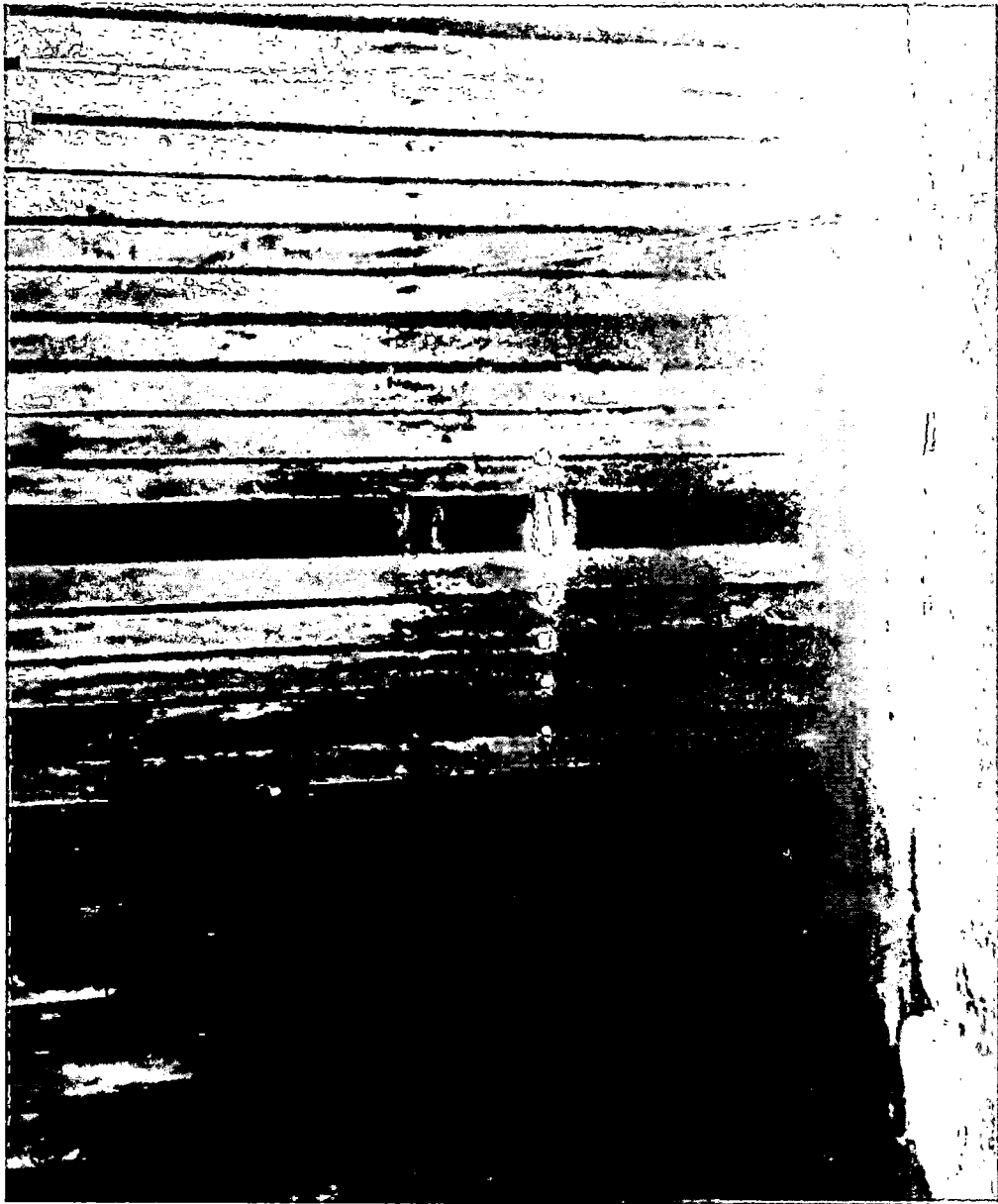
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June 16

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June 16

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JUNE 16

EXHIBIT C

DRAFT JOINT RELEASE

After years of ongoing litigation, Miami County, through its Building Department and Rob England as Chief Building Official, 116 West Main LLC, Randy Kimmell, and the Troy Historic Preservation Alliance (“THPA”) have reached a global settlement resolving all cases which will result in the cases being dismissed.

The parties believe that the settlement agreement best serves the public in that it keeps the safety of Miami County citizens at the forefront of all decisions, resolves years of litigation, and creates a concrete timeline to reopen Main Street.

While THPA plans to attempt to repair and restore the building, it is imperative to note that the parties agree the Miami County Chief Building Official was correct in issuing an adjudication order stating the building was unsafe and that the Troy Fire Department was correct in subsequently certifying that the building constituted an unsafe structure. Simply put, the building was and currently remains unsafe. It will require significant repair and restoration in the coming days and weeks.

Despite these challenges, THPA long desired a result that would allow it to attempt to restore the building for future use. The parties’ settlement allows THPA an opportunity to do that, while also bringing the building compliant with current Ohio Building Code regulations and Ohio law.

THPA plans to work diligently to stabilize the building so that Main Street can reopen. The settlement agreement gives them until April 30, 2024, to do so.

THPA wants to thank the individuals and organizations who stepped up to raise the funds to cover the extensive repairs necessary to stabilize the building and make it safe.

Please contact (insert) at (insert department) at (insert email and phone) with follow-up questions.