AGENDA
ATHENS PLANNING COMMISSION
WEDNESDAY, NOVEMBER 20, 2024 AT 12:00 PM

Streaming is available at www.ci.athens.oh.us/video

Establish Quorum and Administer Oath

Disposition of Minutes

- November 6, 2024

Cases

- Case #24-07 - Zone Change Request - 0 Pomeroy Road - Spire Development

Communications

Reports

- Code Enforcement Director

- City Planner

Opportunity for citizens to speak about items not covered on agenda

Announcements & Other Business

- Next Meeting: December 4, 2024

Adjournment

The City of Athens supports the Americans with Disabilities Act. Requests for reasonable accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

Athens City Planning Commission
Minutes of Regular Meeting
Wednesday, November 6, 2024, 12:00 p.m.

A regular meeting of the Athens City Planning Commission was held in City Council Chambers, third floor of City Hall, on November 6, 2024.

Attendees: Dan DeLuca, Sean McNickle

1. **Call to Order**

John Kotowski called the regular meeting of the Planning Commission to order at 12:00 p.m. and established a quorum with five members present.

PLANNING COMMISSION MEMBERS:	
Chris Knisely	Present
John Kotowski, Chair	Present
Steve Patterson, Mayor	Present
Austin Phillips, Vice-Chair	Present
Andy Stone, Service-Safety Director	Present
STAFF:	
David Riggs, Code Enforcement Director	Present
Meghan Jennings, City Planner	Present

2. **Disposition of Minutes**

Chris Knisely moved to approve the September 18, 2024 minutes. Austin Phillips seconded. Motion passed 3:0 (two abstentions).

3. **Cases**

None

4. **Communications**

Application for Title 41 P.U.D./34 Elliott Street

David Riggs/Code Enforcement Director

- A zone change was approved previously and now the applicant is seeking a Title 41 approval.
- The application included floor plans but not a site plan yet.

Dan DeLuca/applicant

- The architect is Richard Shultz.

Discussion

- Code will need to post this to the public for two weeks before the commission can hear this as a case.

- After the posting period and the site plan is received then the commission can add it to an agenda as a case, but the next scheduled meeting, 11/20, will be too soon.
- The plan calls for twelve 2-bedroom apartments. They are planning to include accessibility requirements in the site plan.
- There is a significant difference in the finished floor relative to the 100-year flood plain, so it will be difficult to meet accessibility requirements.
- A wrap-around ramp (like at OU's Memorial Auditorium) may be a solution to providing ground floor accessibility.
- The commission requested that Richard Shultz be present at the meeting when this is on the agenda as a case.

Application for Title 41 P.U.D./52 Depot Street

David Riggs/Code Enforcement Director

- The applicant is the same as Title 41 discussed previously.
- Steep slopes on the property. Soils are shallow depth bedrock.

Discussion

- The site does not front on Depot Street, it is on the north side of Depot behind the Cats Den.
- It will be important for the architect, Richard Shultz, to determine the existing utilities in the area.
- John K. requested to have the architect submit a site plan with more of the surrounding area included.
- The plan calls for six 3-bedroom apartments. They are planning to include accessibility requirements in the plan.
- Meghan J. expressed concerns about the restrictive lot, diagonal parking, and dumpster location. Vehicles will be required to back out. Depot Street is a dead end.

Application for Zone Change/0 Pomeroy Road/Spire Development

David Riggs/Code Enforcement Director

- Request to change to R-3 from R-1.
- Sean McNickle/Spire Development is present to answer questions.

Discussion

- Concern expressed about high rain events that affect that area of Pomeroy and Richland. A suggestion was made to use semi-permeable paving if it would be an option.
- Sean M. commented that Spire always keeps storm water issues in their designs. They are planning to meet all accessibility requirements.
- Meghan J. spoke with Spire and suggested adding sidewalks to the plan.
- The site is within corporation boundaries.
- The rezoning request is for just 8.5 acres of the 23-acre parcel.
- Andy S. commented that people may not be open to changing from an R-3 to and R-1 to accommodate building apartments and wondered if there was a way they could build the project in an R-1, by incorporating owner occupied buildings.
- Meghan J. observed that the R-3 would be juxtaposed with a B-3. She felt that the R-3 made sense in this case.

- This is not a “phase 1” project – the other fifteen acres cannot be developed because it is too steep.
- There are two access points, but the plan is to only access via one of them as illustrated in the site plan.
- Chris K. observed that there are existing single-family residences in the area. Suggested including a buffer of some sort.
- The current plan exceeds the new bulk controls requirements.
- Sean M. stated that their funding source has constraints on the type of housing, so it must be apartments. General occupancy with income restrictions.

5. **Reports from Director of Development & Code Enforcement and City Planner**

David Riggs/Code Enforcement Director

- No updates

Meghan Jennings/City Planner

- Changes to the bulk controls became effective today.
- $2M received from Welcome Home Ohio Program to build eight affordable housing units.
- Under contract with American Structure Point to draft an overlay zone for Stimson Avenue. Public engagement will begin next year.

6. **Opportunity for Citizens to Speak**

None

7. **Announcements & Other Business**

- Next meeting November 20, 2024

8. **Adjournment**

The meeting adjourned at 12:45 p.m.

APPLICATION for ZONE CHANGE

CITY OF ATHENS, OHIO
ATHENS CITY CODE TITLE 23.09

(For Office Use Only)
Permit # ZC24-000003
Date Rec'd 10/23/24

Applications must contain all of the following information. An incomplete application will not be processed.
$100.00 Letter of Zone Change (single parcel) / $200 Map Zone Change (multiple parcels)

	Parcel ID(s):	Present Use:	Present Zone:	Proposed Use:	Proposed Zone:
1.	A029200002801	Vacant Land	R-1	Multifamily Residential	R-3
2.					
3.					
4.					

(attach additional parcels list to application as needed)

Applicant Spire Development, Inc. c/o Sean McMickle Phone # to call when processed 614-350-0391

Address 330 W Spring Street, Suite 430, Columbus, OH 43215

Property Owner Kennedy Joann D. Trustee c/o Craig Kennedy Phone 440-773-0922
(if other than applicant) Address 7600 Yorktown Lane, Middleburg Heights, Ohio 44130

Property Owners contiguous to/across street from subject parcel:

	Name:	Address:
1.	Please see attached list	
2.		
3.		
4.		

(attach additional properties list to application as needed)

Existing deed restrictions/encumbrances on subject property:

Reason(s) for proposed amendment change: To permit multifamily residential development.

Describe how this proposed change relates to comprehensive plan: The proposed zoning will fulfill an identified goal within the South Side (Mechanicsburg) neighborhood plan of the 2040 comprehensive plan; specifically: to rezone large tracts between Blackburn Road and Richland Avenue to R3.

Owner/Agent Signature: Sean McMickle Date: 10/23/24

Property Owners contiguous to/across from subject parcel

1. Floor and Moore Properties LLC – 9 Pomeroy Road
2. Prokos Demetrios – 544 Richland Avenue
3. Pittman Kathy L – 19 Pomeroy Road
4. Brooks Crysal E – 21 Pomeroy Road
5. McCauley Steven Eric – 25 Pomeroy Road
6. Renzelli Andrea N – 27 Pomeroy Road
7. Westfall Craig L – 29 Pomeroy Road

For Official Use Only

1. Code Enforcement Admin:

   Comments:______________________________

   Signature________________ Date: 10-25-24

   Supporting Documents ☐ Attached ☐ Fee Paid Amount $ __________

2. Code Directors Review: ☐ Approve ☐ Refused ☐ Missing Documentation

   Comments:______________________________

   Signature: ________________ Date: __________

3. Athens City Planner: ☐ Approved ☐ Refused ☐ Missing Documentation

   Comments:______________________________

   Signature: ________________ Date: __________

4. Service Safety Director: ☐ Approved ☐ Refused ☐ Missing Documentation

   Comments:______________________________

   Signature: ________________ Date: __________

5. Planning commission: ☐ Approved ☐ Refused

   Comments:______________________________

   Signature________________ Date:__________

6. City Council President: ☐ Approved ☐ Refused

   Comments:______________________________

   Signature________________ Date:__________

CONTRACT FOR PURCHASE OF REAL ESTATE

Spire Development, Inc. (the "Purchaser"), with an address of 330 W Spring Street, Suite 430, Columbus, Ohio 43215, hereby agrees to purchase from **Kennedy Joann D Trustee** (the "Seller"), with a mailing address of **7600 Yorktown Lane, Middleburg Heights, Ohio 44130** that certain real estate owned by Seller, located generally near **0 Pomeroy Road, Athens, Athens County, Ohio**, and identified as Parcel/Tax ID number(s) **A029200002900, A029200002801, A029170004500, A029200003000** consisting of **28.592** +/- acres and generally described and/or depicted on EXHIBIT A attached hereto and incorporated herein, together with all buildings, improvements, and tangible personal property located thereon, all rights, privileges and appurtenances thereto, and Seller's interest in and to any and all leases and rents (collectively referred to as the "Real Estate") subject to and upon the following terms and conditions (the "Contract"):

1. Purchase Price. The purchase price (the "Purchase Price") for the Real Estate, subject to all adjustments and credits hereinafter provided, shall be [redacted] The Purchase Price, less all Earnest Money (as hereinafter defined), shall be paid by wire transfer of readily available funds at Closing.

2. Earnest Money Deposit. Within ten (10) business days after date that this Contract is executed by both Purchaser and Seller (the "Acceptance Date"), Purchaser shall deposit with a Title Company designated by Purchaser (the "Title Company"), [redacted] as an earnest money deposit (the "Earnest Money"). All Earnest Money shall at all times be applicable to the purchase price for the duration of this Contract. The Earnest Money shall be refundable to the Purchaser throughout the Inspection Period, at any time if Seller breaches or defaults hereunder or as otherwise set forth in this Contract.

3. Closing Date. Subject to all other terms and conditions set forth in this Contract, the transaction shall schedule to close in the office of the Title Company or such other place as the parties may mutually agree upon in writing, on or before the forty fifth (45th) day after the expiration of the Inspection Period. The exact date of closing (the "Closing Date") shall be determined by a written notice from Purchaser to Seller at least seven (7) days prior to the closing.

4. Closing Documents. At Closing, Seller shall deliver: (a) a fully executed General Warranty Deed conveying to Purchaser marketable fee simple title to the Real Estate free of any and all liens, encumbrances, easements, restrictions, covenants or other title defects that unreasonably interfere with the Intended Use (as defined below), except the lien of non-delinquent Real Estate taxes, and other matters, if any, disclosed in the Title Commitment (as hereinafter defined) and approved by Purchaser as provided in Section 8.2; (b) a Seller's Affidavit in form and substance satisfactory to Purchaser and the Title Company; (c) a non-foreign person affidavit in form and substance satisfactory to Purchaser and the Title Company; and (d) all other documents and/or funds, if any, required by Purchaser.

5. Date of Possession. Possession of the Real Estate shall be delivered to Purchaser on the Closing Date, free and clear of all rights and claims of any other party to the possession, use or control of the Real Estate.

6. Taxes and Assessment; Closing Costs. Purchaser assumes and agrees to pay all assessments for governmental and private improvements becoming a lien after the Closing Date and its pro rata portion of the real estate taxes assessed for the calendar year in which closing occurs (based upon the number of days remaining in such calendar year after the Closing Date). Seller shall pay all assessments for governmental and private improvements not assumed by Purchaser and both installments of real estate taxes payable during the prior calendar year which remain unpaid and its pro rata portion of the real estate taxes assessed for the calendar year in which closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date). The present tax rate and assessed values shall be

used for the purposes of the pro-rations under this Section if the applicable tax rate and assessed values have not been set. Notwithstanding the foregoing, Seller is responsible for the payment of any and all current agricultural use valuation recoupment charges and/or deferred real estate taxes. Purchaser will pay the premium for the Title Policy in the amount of the Purchase Price and any fees in connection with preparation of the sale documents. Seller to pay for the Deed preparation. Purchaser will pay all costs associated with recording the Deed and financing documents (if any). The Earnest Money shall be credited against the Purchase Price at closing. Purchaser and Seller shall each pay their own attorney fees related to the closing of the transaction.

7. Intended Use. Purchaser's intended use of the Real Estate shall be a multi-family rental housing development, or as determined by Purchaser in its sole and reasonable discretion (the "Intended Use").

8. Conditions of Performance. Purchaser's obligations under this Contract are subject to the timely and complete satisfaction, in Purchaser's sole discretion, of the following conditions, unless waived in writing by Purchaser:

8.1 Survey. Purchaser, at its cost and expense, shall order a current survey of the Real Estate (the "Survey"), by a registered land surveyor designated by Purchaser. Seller shall provide to Purchaser, to the extent that they are in Seller's possession, any surveys and reports on the physical and environmental aspects of the Real Estate. The Survey shall be in form and substance acceptable to Purchaser in its sole discretion.

8.2 Title Insurance. Purchaser, at its cost and expense shall procure (a) a title insurance commitment for the Real Estate issued by the Title Company, in which commitment the Title Company shall agree to (i) insure for the full amount of the Purchase Price marketable fee simple title to the Real Estate in the name of Purchaser, free of all exceptions unless (including, without limitation, the standard exceptions), except only the lien of non-delinquent real estate taxes and assessments and such other matters that Purchaser may approve as hereinafter provided, and (ii) issue such endorsements as Purchaser may reasonably request (the "Title Commitment"); and (b) copies of all documents and matters disclosed or referred to in the Title Commitment (the "Title Documents"). If any exception in the Title Commitment is unacceptable to Purchaser, Purchaser shall notify Seller in writing and Seller shall then have 30 days to cure such unacceptable exception. If Seller fails to cure such exception with such 30-day period and provide evidence to Purchaser of such cure, then Purchaser shall have the right but not the obligation to terminate this Contract by written notice to the Seller and the Earnest Deposits shall be returned to Purchaser. Purchaser, at its cost and expense, shall obtain an owner's policy of title insurance issued by the Title Company, in the full amount of the Purchase Price and in conformity with the marked Title Commitment. Purchaser shall pay the cost of any mortgage title insurance.

8.3 Condition of Real Estate/Inspection Period. Purchaser, at its sole cost and expense shall have an inspection period, which shall commence upon the Acceptance Date of this Agreement. The Inspection Period shall expire on **July 31, 2025** (the "Inspection Period"). Purchaser shall have determined, in its sole discretion, during the Inspection Period that: (a) the Real Estate (i) does not contain any subterranean, karst, or other defects or conditions which impair or adversely affect Purchaser's Intended Use or development of the Real Estate or require extraordinary or unusually costly development techniques or measures, and (ii) is in all other respects suitable and feasible for and will support and permit Purchaser's Intended Use and development; (b) the obtaining of all financing, tax credits, subdivision, platting, zoning, variances, vacations, releases, authorizations, engineering approvals, permits and approvals and incentives, public and private, necessary for Purchaser's Intended Use and development ("Governmental Approvals"), are satisfactory to Purchaser; (c) the Real Estate is free and clear of any and all asbestos, toxic or hazardous material or contaminant and/or the threat of contamination thereby; (d) all utilities necessary or appropriate for Purchaser's Intended Use and development of the Real Estate are available at the property lines in sufficient quantities, pressures and/or capacities for Purchaser's Intended Use and development, without hookup, tap in or other charges excepting only charges normally incurred and charged by the applicable public utilities; and (e) it is satisfied in all respects, and in Purchaser's sole discretion, with the Real Estate and the feasibility of its development. In the event Purchaser fails to give Seller written notice of its disapproval of the condition of the Real Estate prior to the expiration of the Inspection Period, Purchaser shall be deemed to have approved the condition of the Real Estate. Seller authorizes Purchaser to file for and obtain such Governmental Approvals and agrees to execute such applications, petitions, easements, covenants, agreements and instruments as in Purchaser's judgment may be necessary or appropriate to file for and obtain such Governmental Approvals and the parties agree that the closing of the transaction contemplated in this Contract is expressly contingent upon Purchaser's ability to receive the Governmental Approvals in final non-appealable form.

8.4 Project Milestones. Purchaser must provide evidence of completion of the following milestones on or before the associated date listed below. Failure to comply with these milestones will render this Contract null and void, and neither party shall have any further rights, obligations, or liabilities hereunder.

- Purchaser must apply to the City of Athens to rezone the Real Estate to a zoning designation that will permit the Intended Use, and provide evidence of rezoning application to Seller, no later than December 1st, 2024.
- Purchaser must apply for IRS Section 42 tax credits from the Ohio Housing Finance Agency and provide evidence of application submission to Seller no later than March 15th, 2024.
- Purchaser must receive an award of IRS Section 42 tax credits no later than June 30th, 2024. Purchaser must notify Seller within ten business days of receiving a Reservation of IRS Section 42 tax credits from the Ohio Housing Finance Agency.

8.5 Inspection Period Extensions. Purchaser may extend the Inspection Period until July 31, 2026, by depositing [redacted] in additional earnest money for the extension. In order to secure the extension, Purchaser would need to deposit an additional [redacted] in earnest money (the "Additional Earnest Money") on or before the expiration of the initial Inspection Period. The Additional Earnest Money shall be refundable to the Purchaser throughout the extended Inspection Period, at any time if Seller breaches or defaults hereunder or as otherwise set forth in this Contract.

8.6 Litigation and Representation. As of the Closing Date, no action or proceeding before a court or other governmental agency or officer shall be pending (and to the best of either Seller's or Purchaser's knowledge, no such action or proceeding shall be threatened) that might impair the value of the Real Estate or prevent Purchaser from undertaking and completing Purchaser's Intended Use and development of the Real Estate. As of the Closing Date, the representation and warranties set forth in Section 10 shall be true and accurate.

8.7 Contingency. This agreement is contingent upon the Purchaser receiving a reservation of IRS Section 42 tax credits from the Ohio Housing Finance Agency (the "Contingency"). If the Contingency is not satisfied or waived by Purchaser, then the Purchaser shall have the sole and absolute right to terminate this Agreement by written notice to Seller. If Purchaser terminates this Agreement pursuant to this Section 8.7, the Earnest Money shall be refunded to the Purchaser, and neither party shall have any further rights, obligations, or liabilities hereunder. Purchaser agrees to notify Seller within ten business days of receiving a reservation of IRS Section 42 tax credits from the Ohio Housing Finance Agency.

9. Nonperformance. In the event that one or more of the conditions set forth in Section 8 are not timely and completely satisfied, Purchaser, at its sole discretion, may grant additional time to Seller to remedy any defect or may cancel this Contract and all of its obligations hereunder by written notice to Seller, in which event (without limiting Purchaser's other rights or remedies for any breach of this Contract by Seller) all Earnest Money deposited to date, shall be immediately refunded to Purchaser. If pursuant to any provision of this Contract the Purchaser elects to grant Seller additional time to remedy a defect or meet a condition of the Contract, all time limits affecting the Purchaser shall be extended by the amount of time given the Seller.

10. Representations and Warranties. Seller hereby represents and warrants to and covenants and agrees with Purchaser (and shall be deemed to represent and warrant and covenant and agree on the Closing Date) that (a) there is no condemnation or similar proceeding which is pending or threatened against the Real Estate or any part thereof; (b) Seller has not received any notification from any governmental agency, authority or instrumentality of any pending or threatened assessments on or against the Real Estate for the cost of public improvements to be made with respect to the Real Estate or any part thereof; (c) after the Acceptance Date, Seller will not enter into any lease or other agreement affecting the Real Estate or the possession, use or control thereof or terminate, modify or amend any existing lease or other agreement without first obtaining the written consent of Purchaser; (d) after the Acceptance Date, Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, if any, except for the lien of non-delinquent real estate taxes; (e) there are no underground fuel, chemical or other storage tanks or associated equipment located in the Real Estate, or the Real Estate has not been used for the treatment, storage or disposal of or otherwise contaminated by any hazardous or special wastes, substances, materials, constituents, pollutants or contaminates (as defined by federal, state or local laws, statutes, ordinances, rules or regulations); (f) Seller has fee simple, marketable, indefeasible and insurable right and title to the Real Estate; (g) Seller has no knowledge of the existence of karst terrain on the Real Estate; (h) to the best of Seller's knowledge, there has been no release nor is there currently any threatened release of any hazardous, special or other wastes, substances, materials, constituents, pollutants or contaminants (as defined by federal, state or local laws, statutes, ordinances, rules or regulations) on the Real Estate; (i) to the extent there are contracts or agreements affecting the Real Estate (including, for example, management or service agreements), Seller will: (i) cancel before closing all such contracts and agreements; (ii) pay all amounts due under, and settle all accounts with respect to, any such contracts and agreements; and (iii) deliver to Purchaser at closing evidence that any such contracts and agreements have been canceled and all such amounts and accounts have been paid and settled; (i) to the extent Seller is an entity, it is duly organized, validly existing and in good standing in its jurisdiction or organization; and (j) that this Contract has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

11. Damage and Condemnation. If at any time after the Acceptance Date (a) the Real Estate shall be condemned, damaged or destroyed, in whole or in part; or (b) any notice of condemnation shall be given, then Purchaser, at its sole option, may cancel the Contract or proceed with closing. If Purchaser elects to proceed with closing, then Purchaser may (a) apply the proceeds of any condemnation award or insurance policy to reduce the Purchase Price; or (b) accept an assignment of such proceeds. If Purchaser elects to cancel this Contract, as provided in this paragraph, all Earnest Money deposited shall be immediately refunded to Purchaser. Seller shall bear all risk of loss of any nature whatsoever to the Real Estate until closing.

12. Inspection. Purchaser, its employees, agents and independent contractors shall have the right to enter upon the Real Estate and conduct all tests and examinations which Purchaser deems necessary at its sole cost and expense. Purchaser indemnifies Seller from any damages occasioned thereby. Purchaser shall restore Real Estate to the existing condition before said tests or examinations were conducted.

13. Notices. All notices, demands, instructions or requests to be given to either party hereunder shall be in writing and sent by: (a) facsimile transmission; (b) overnight delivery service; (c) personal delivery; or (c) registered or certified U.S. Mail, return receipt requested; and addressed to the first address above written. Any notice that is actually received shall be effective regardless of the manner in which it was sent or delivered.

14.1 Default by Seller. Seller agrees that money damages are not an adequate remedy for breach of this Contract by Seller, and, in addition to any other remedies available to Purchaser in the event of a breach by Seller, Purchaser shall be entitled to: (a) the remedy of specific performance to enforce the terms hereof; and/or (b) cancel this Contract and all of its obligations hereunder by written notice to Seller, in either of which events the Earnest Money shall be refunded immediately to Purchaser. In the event of any such breach, Purchaser shall be entitled to recover, in addition to all other remedies and damages, reasonable attorneys' fees and court costs incurred.

14.2 Default by Purchaser. In the event of a breach of this Contract by Purchaser, Seller may, as its sole remedy hereunder, rescind this Contract and retain the Earnest Money as liquidated damages.

15. Assignment/ Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of both Purchaser and Seller. This Contract may not be assigned by Seller. Purchaser may assign this agreement without Seller consent.

16. Survival and Indemnity. All representations and warranties set forth in this Contract, shall survive the closing, and for a period of one (1) year after the Closing Date, Seller and Purchaser shall each indemnify and hold the other harmless from and against all costs and damages (including attorneys' fees and court costs) incurred as a result of any breach of any representation or warranty by Seller or Purchaser, respectively.

17. General. The terms and provisions of this Contract shall be governed and construed in accordance with the laws of the State of Ohio. The captions and section numbers shall not be considered in any way to affect the interpretation of this Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives. This Contract is the final expression of the complete and exclusive agreement between Seller and Purchaser and supersedes all prior offers, negotiations and discussions. The term Contract, as used herein means the contract arising between the parties on the terms of this Offer after acceptance by Seller. This Contract may be executed in 2 or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same contract.

18. Authority. Except as expressly provided otherwise herein, each undersigned person signing on behalf of any party that is a corporation, partnership or other entity certifies that (a) he is fully empowered and duly authorized by any and all necessary action or consent required under any applicable articles of incorporation, by-laws, partnership agreement or other agreement to execute and deliver this Contract for and on behalf of said party; (b) that said party has full capacity, power and authority to enter into and carry out its obligations under this Contract; and (c) that this Contract has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms.

19. Attorneys' Fees. Either party to this Contract who is the prevailing party in any legal or equitable proceeding against any other party to this Contract brought under or with relation to the Contract or the transaction contemplated hereby shall, in addition to any other remedy at law or provided for herein, be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

20. Duration of Offer. This Offer shall expire if written acceptance endorsed herein is not delivered to Purchaser on or before **5:00 PM, October 4, 2024**.

21. Real Estate Brokerage Representation. Purchaser and Seller both represent and warrant to one another that no real estate brokers or agents have been used or consulted in connection with the purchase and sale of the Real Estate. Any fees, real estate commissions, costs and/or expenses due to Seller's real estate brokers or agents will be paid exclusively by Seller. Each party covenants and agrees to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys' fees) relating to a breach or alleged breach of the foregoing representation and warranty.

This Offer to Purchase Real Estate is hereby executed this 4th day of October 2024 as to Purchaser.

PURCHASER:

Spire Development, Inc.

By: Scott Harrold

Printed Name: Scott Harrold

Title: Executive Vice President and COO

ACCEPTANCE OF OFFER

Seller hereby accepts the foregoing Offer to Purchase Real Estate on this 3 day of October 2024.

SELLER: Kennedy Joann D Trustee

Craig D Kennedy

By: Craig D. Kennedy

10/3/2024

Its: Investment Trustee

DocuSigned by:
Kevin Kennedy
C7516A4315274EB...

By: Kevin O. Kennedy

10/3/2024 | 1:35 PM EDT

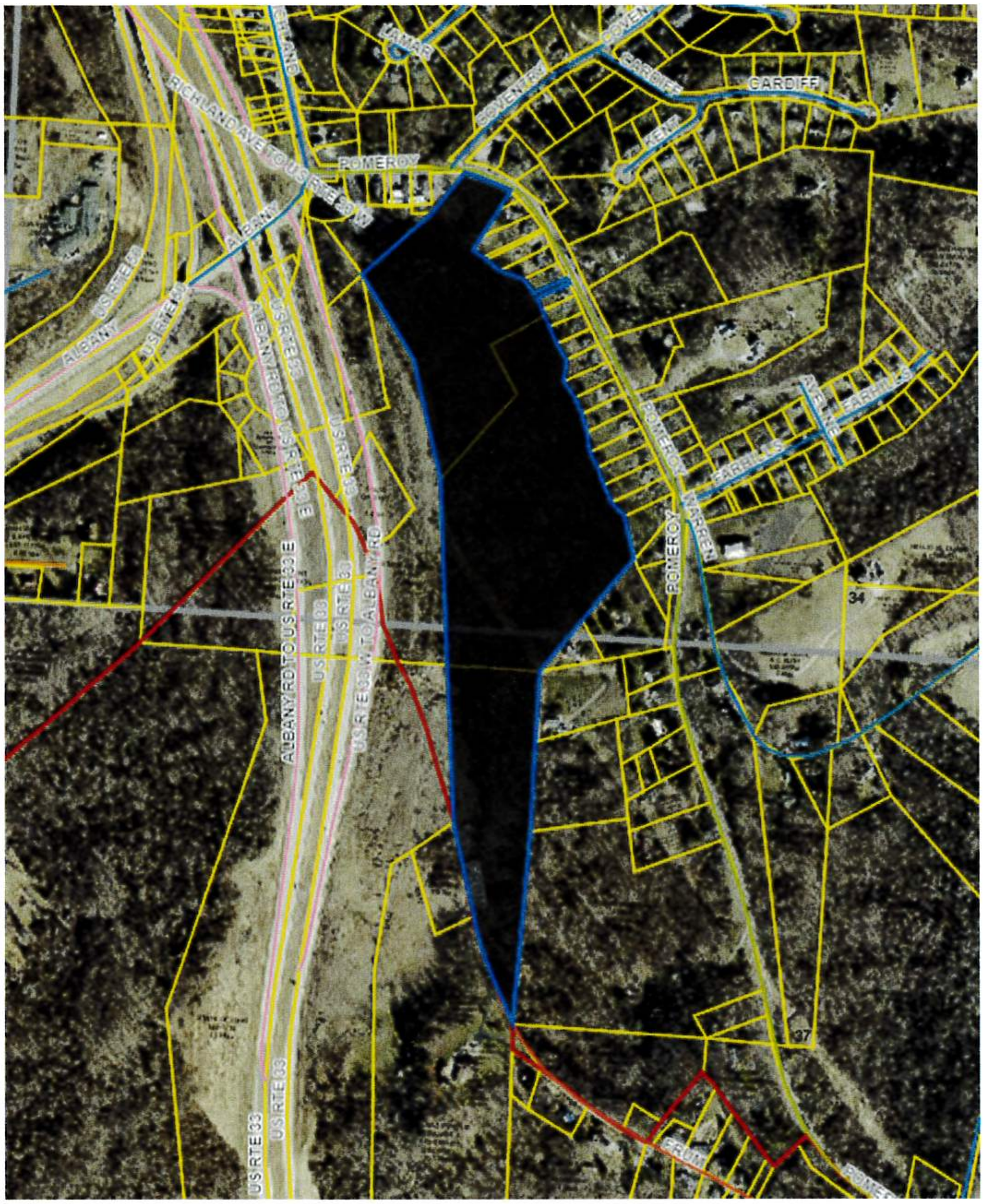
Its: Trustee

EXHIBIT A

Parcel/Tax ID number(s):

A029200002900, A029200002801, A0291700004500, A029200003000

+/- 28.592 acres



Jill A. Davidson
County Auditor
Athens County, Ohio
www.athenscountyauditor.org

Parcel	Address
A029200002801	0 POMEROY RD
(100) A - AGRICULTURAL VACA...	ATHENS CSD
Owner	Appraised
KENNEDY JOANN D TRUSTEE	$18,200.00
SOLD: 3/4/2013 $0.00	ACRES: 8.273

Levies

2024 General Election on **11/5/2024** Ballot Entries

This levy information is specific to this particular property only. These cost estimates should be considered neither an endorsement nor an opposition to any particular proposed tax levy. Hopefully this information will prove beneficial and help you make an informed decision come Election Day.

Please note: 2023 property values were used for these calculations.

Jurisdiction	Use	Years	Millage	Type	Description	Current	Proposed	Change
ATHENS COUNTY PUBLIC LIBRARY	CURRENT EXPENSES OF THE LIBRARY	5	1.5	REPLACEMENT AND INCREASE	TAX LEVY FOR A PUBLIC LIBRARY OF, OR SUPPORTED BY, THE SUBDIVISION	$5.95	$9.56	$3.61
ATHENS COUNTY	TUBERCULOSIS CLINIC	5	0.3	RENEWAL	TAX LEVY TO SUPPORT TUBERCULOSIS TREATMENT OR CLINICS	$0.46	$0.46	$0.00
ATHENS COUNTY	EMERGENCY MEDICAL SERVICES	5	0.5	RENEWAL	TAX LEVY FOR AMBULANCE SERVICE, EMERGENCY MEDICAL SERVICES, OR BOTH	$2.22	$2.22	$0.00
ATHENS COUNTY	SENIOR CITIZENS SERVICES AND FACILITIES	5	0.25	RENEWAL	TAX LEVY TO PROVIDE OR MAINTAIN SENIOR CITIZENS SERVICES OR FACILITIES	$1.11	$1.11	$0.00
ATHENS COUNTY	CHILDREN SERVICES	5	3	RENEWAL	TAX LEVY FOR SUPPORT OF CHILDREN'S SERVICES AND THE CARE AND PLACEMENT OF CHILDREN	$10.92	$10.92	$0.00

Location

Parcel	A029200002801
Owner	KENNEDY JOANN D TRUSTEE
Address	0 POMEROY RD
City / Township	ATHENS TWP
School District	ATHENS CSD

Deeded Owner Address

Mailing Name	KENNEDY JOANN D TRUSTEE
Mailing Address	7600 YORKTOWN LN
City, State, Zip	MIDDLEBURG HTS OH 44130

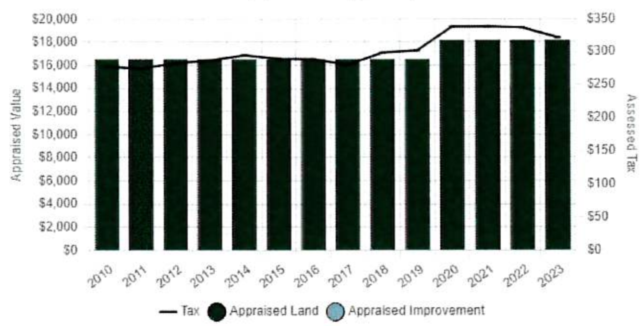
Tax Payer Address

Mailing Name	KENNEDY JOANN D TRUSTEE
Mailing Address	12761 DORIA CT
City, State, Zip	STRONGSVILLE OH 44149

Valuation

	Appraised (100%)			Assessed (35%)		
Year	**Land**	**Improvements**	**Total**	**Land**	**Improvements**	**Total**
2023	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2022	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2021	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2020	$18,200.00	$0.00	$18,200.00	$6,370.00	$0.00	$6,370.00
2019	$16,550.00	$0.00	$16,550.00	$5,790.00	$0.00	$5,790.00
2018	$16,550.00	$0.00	$16,550.00	$5,790.00	$0.00	$5,790.00

Historic Appraised (100%) Values



Legal

Legal Acres	8.273	Homestead Reduction	NO
Legal Description	14-09-00 SEC 8 FRA 37 8.273AC (Not to be used on legal documents)	Owner Occupied Reduction	NO
Land Use	(100) A - AGRICULTURAL VACANT LAND	Neighborhood	00032000
Section		Town	
Range		Appraisal ID	
Card Count	0	Annual Tax	$0.00

Owners

Name	**Ownership**
KENNEDY JOANN D TRUSTEE	100%

Residential

No Residential Records Found.

Permits

No Permit Records Found.

Agricultural

No Agricultural Records Found.

Commercial

No Commercial Records Found.

Improvements

No Improvement Records Found.

Sales

Date	Buyer	Seller	Conveyance Number (Book / Page)	Deed Type	Valid	Parcels In Sale	Amount
3/4/2013	KENNEDY JOANN D TRUSTEE	KENNEDY RONALD J	EX (482 / 510)	CT - CERTIFICATE OF TITLE	4 - RELATED INDIVIDUALS OR CORPORATIONS	4	$0.00

Land

Land Type	Land Code	Frontage	Depth	Acres	Square Foot	Value
ACREAGE	WOODLAND	0	0	8.273	360,372.00	$18,200.00
Totals				8.273	360,372	$18,200.00

Tax

2023 Payable 2024

	Delinquent	First Half	Second Half	Total
Gross Tax	$0.00	$290.14	$290.14	$580.28
Reduction		-$115.12	-$115.12	-$230.24
Effective Tax	$0.00	$175.02	$175.02	$350.04
Non-Business Credit		-$13.96	-$13.96	-$27.92

Owner Occupancy Credit		$0.00	$0.00	$0.00
Homestead Reduction		$0.00	$0.00	$0.00
Net General	$0.00	$161.06	$161.06	$322.12
Special Assessments		$0.00	$0.00	$0.00
CAUV Recoupment		$0.00	$0.00	$0.00
Penalty And Adjustments	$0.00	$0.00	$0.00	$0.00
Taxes Billed	$0.00	$161.06	$161.06	$322.12
Payments Made	$0.00	-$161.06	-$161.06	-$322.12
Taxes Due	$0.00	$0.00	$0.00	$0.00

Yearly Tax Value Summary

Year	Effective Tax	Net General	Taxes Billed
2023	$350.04	$322.12	$322.12
2022	$366.36	$337.08	$337.08
2021	$368.00	$338.56	$338.56
2020	$367.58	$338.18	$338.18
2019	$331.06	$302.60	$302.60
2018	$327.52	$298.76	$298.76
2017	$309.52	$280.84	$280.84
2016	$318.66	$289.02	$289.02
2015	$319.94	$290.16	$290.16
2014	$326.36	$295.36	$295.36
2013	$319.18	$287.26	$287.26
2012	$314.42	$282.98	$282.98
2011	$305.40	$274.86	$274.86
2010	$308.76	$277.88	$277.88
2009	$304.56	$274.10	$274.10

Year	Effective Tax	Net General	Taxes Billed
2008	$302.08	$271.86	$271.86

Tax Payments

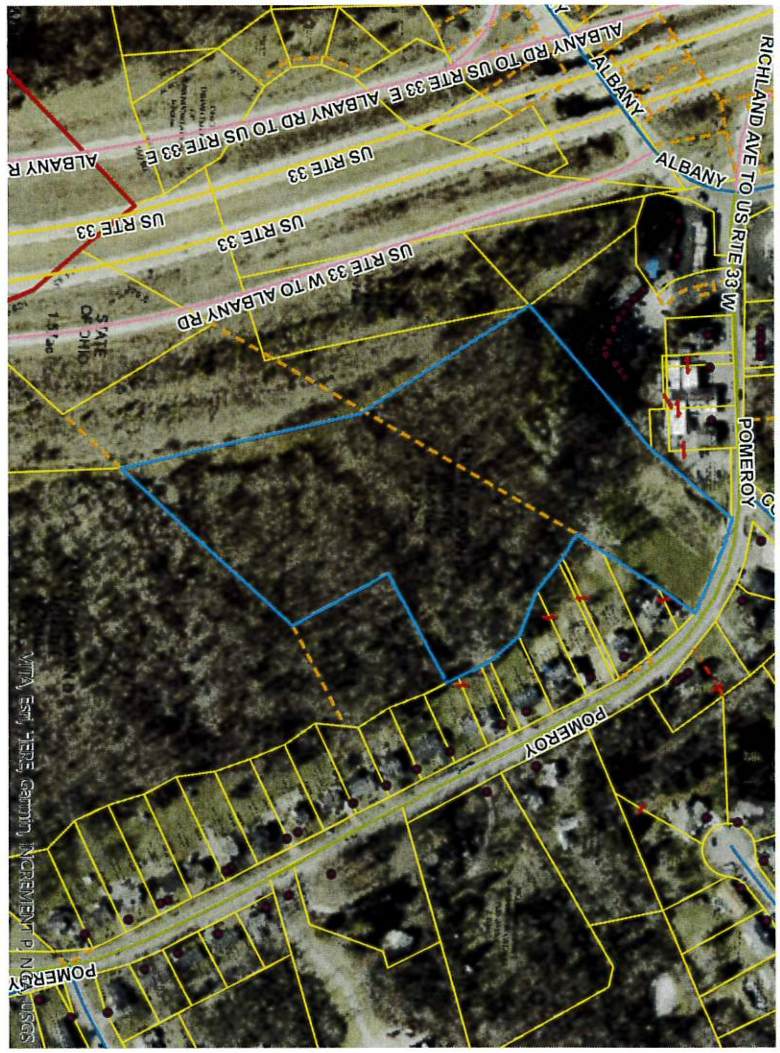
Payment Date	Amount
3/19/2024	$322.12
3/9/2023	$337.08
3/24/2022	$338.56
3/29/2021	$338.18
2/28/2020	$302.60
2/22/2019	$298.76
2/20/2018	$280.84
2/15/2017	$289.02
3/15/2016	$290.16
4/1/2015	$295.36
3/26/2014	$287.26
3/25/2013	$282.98
2/24/2012	$264.86
1/14/2012	$10.00
3/3/2011	$277.88
2/16/2010	$274.10
2/25/2009	$271.86

Tax Distribution

No Tax Distribution Records Found.

Special Assessments

No Special Assessment Records Found.



RICHLAND AVE TO US RTE 33 W
ALBANY RD TO US RTE 33 E
ALBANY RD TO US RTE 33 E
US RTE 33
US RTE 33
US RTE 33
US RTE 33 W TO ALBANY RD
ALBANY
ALBANY
POMEROY
POMEROY
POMEROY
STATE OF OHIO