



AGENDA
ATHENS PLANNING COMMISSION
WEDNESDAY, DECEMBER 4, 2024 AT 12:00 PM

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

Establish Quorum and Administer Oath

Disposition of Minutes

- November 20, 2024

Cases

Communications

- Zone Change Request/111 Hooper Street

Reports from Code Enforcement Director and City Planner

- David Riggs/Code Enforcement Director

- Meghan Jennings/City Planner

Opportunity for citizens to speak about items not covered on agenda

Announcements & Other Business

- Next meeting: December 18, 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 20, 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 20, 2024.

Attendees: Sean McMickle, Rob Delach, Russell Chamberlain

1. Call to Order

John Kotowski called the regular meeting of the Planning Commission to order at 12:01 p.m. and administered the oath to those in the audience intending to speak before the commission. Quorum established with four members present.

PLANNING COMMISSION MEMBERS:

Chris Knisely	Present
John Kotowski, Chair	Present
Steve Patterson, Mayor	Present
Austin Phillips, Vice-Chair	Absent
Andy Stone, Service-Safety Director	Present

STAFF:

David Riggs, Code Enforcement Director	Present
Meghan Jennings, City Planner	Absent

2. Disposition of Minutes

Steve Patterson moved to approve the November 6, 2024 minutes. Chris Knisely seconded. Motion passed 4:0.

3. Cases

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

David Riggs/Summary

- Zoning change requests can be put forward by the Planning Commission, City Council, or the property owner. The property owner of 0 Pomeroy Road, Spire Development, is requesting a zone change.
- If the commission approves this request a recommendation will be sent to City Council for their review/approval.

Sean McMickle/Spire Development

- The site is ideal for rezoning to R-3. It is consistent with the city's comprehensive plan, it is adjacent to existing multifamily, it is in proximity to public transit, and walkability and sidewalks will be included in the plan.

Discussion

- AS: Only a portion of the property is part of the request to rezone to R-3, the portion across from Coventry, 8.273 acres.
- JK: R-3 makes sense because it is adjacent to a B-3. Suggested that the rezoning extend to include one or both of the two adjacent triangular parcels.
- DR: The parcel requested to be rezoned from R-1 to R-3 is 8.273 acres, A029200002801. Mr. Riggs approached the dais to clarify which parcel is part of the request on the map.
- CK: Suggested that a condition be added to the commission's recommendation that only the 8.273 acres of the larger property be rezoned/developed. Protecting the property may reassure the adjacent R-1 neighbors.
- AS: The more restrictions that are put on land makes it harder to build housing. The existing hillside topography is already restrictive to development.
- DR: There exists in code additional regulations that restrict development on hillsides and slip-prone soils.
- SP: Suggested that the hillside property be maintained as open or green space.
- SM: Spire is open to these suggestions. They would like the one 8+ acre parcel to be zoned as requested to allow them the density they need for the development. The purchase option does not include the two triangular parcels that JK asked about.
- AS: It is not the commission's role to say or restrict what the zoning is for the other fifteen acres on the hillside. This request will get opposition from the neighbors.
- DR: The property owner to the west is Floor & Moore and the other property owner is Kathy Pittman.
- AS: Suggested that when the commission makes their recommendation to City Council, to add that City Council consider changing the one parcel to the west to a B-3.
- DR: The BZA was looking at Pomeroy Rd. zones. Pomeroy Rd. is not a major thoroughfare anymore so they would like the zoning to be reviewed to reflect current traffic and uses. The BZA has received and granted several use variances along Pomeroy in the past few years.
- RD (BZA chair): The BZA has had three separate requests for first floor residential in this area, and they have all been granted. The BZA would like this zone change request to be considered with future zone changes in mind.
- SM: Spire would like the zoning in place by February 2025 because that is when they are applying for funding. "Pomeroy Landing" is the tentative name of the project.
- AS: Suggested to vote to support the request and include an additional recommendation that the parcel to the west be rezoned to B-1 and to ask City Council to support reviewing the overall zoning on Pomeroy Road.
- JK: The logic for R-3 and B-1 is that they both allow 1st floor residential.
- DR: The parcel to the west is five parcels, same owner.
- CK: The commission should move to approve R-1 to R-3 and suggest to City Council the western triangular parcel be changed to a B-1.

Andy Stone moved to recommend approval of the zoning change request from R-1 to R-3, with the added suggestion to City Council to also change the zoning of the parcel to the immediate west to a B-1. Steve Patterson seconded the motion. All present voted aye, motion passed 4:0.

4. **Communications**

None

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

David Riggs/Code Enforcement Director

- Another zoning change request has been received and will be on the December 4th agenda.
- American Structurepoint (ASP) is analyzing Athens's zoning code and will be making recommendations for improvement. They are looking at zoning code overall. The Stimson corridor is a separate overlay project. Athens currently has two overlay zones, the Historic Preservation District, and the Wellhead Protection Area.
- ASP will provide examples in other cities for reference.
- The BZA has requested that zoning along Pomeroy Road corridor be reviewed to meet the existing traffic and uses.

6. **Opportunity for Citizens to Speak**

None

7. **Announcements & Other Business**

- Andy S.: He and Mayor Patterson are attending the ACSD Board meeting to present to them their idea to use West Elementary as a site option for the Welcome Home Ohio Grant.
- John K.: He is an adjacent property owner to Dan DeLuca's property that was part of a recent communication item. It may be that he will need to recuse himself when this comes back as a case.
- Next meeting December 4, 2024

8. **Adjournment**

The meeting adjourned at 12:34 p.m.



APPLICATION for ZONE CHANGE

CITY OF ATHENS, OHIO ATHENS CITY CODE TITLE 23.09

(For Office Use Only)

Permit # ZC24-000004

Date Rec'd 11/19/2024

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. See Appendix A				
2.				
3.				
4.				

(attach additional parcels list to application as needed)

Applicant	Hill Tide Partners, LLC	Phone # to call when processed	(561) 213-8859
Address	1037 Chuck Dawley Boulevard, Suite F-201, Mount Pleasant, SC 29464		
Property Owner	Sean White	Phone	(614) 564-7646
(if other than applicant)	111 Hooper Street, Athens, Ohio 45701		
Address			

Property Owners contiguous to/across street from subject parcel:	
Name:	Address:
1. See Appendix B	
2.	
3.	
4.	

(attach additional properties list to application as needed)

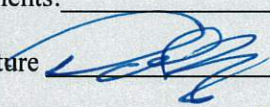
Existing deed restrictions/encumbrances on subject property:	N/A
Reason(s) for proposed amendment change:	To allow for the development of multifamily housing
Describe how this proposed change relates to comprehensive plan:	This proposed change helps the City achieve its top housing priority, "expanding housing options overall", as detailed in the Athens 2040 Comprehensive Plan, specifically housing that serves "...below median income residents..." This site is located in the South Side/Mechanicsburg neighborhood where the Plan recommends "...more and denser housing options..."

Owner/Agent Signature:		Date:	11/14/2024
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For Official Use Only

1. Code Enforcement Admin:

Comments: _____

Signature:  Date: 11-19-20

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: _____

Appendix A

Full List of Parcel IDs:

Parcel ID	Present Use	Present Zone	Proposed Use	Proposed Zone
A029040001600	Residential Vacant Land	R-1	Multi-Family Dwelling	R-3
A029040001700	Residential Vacant Land	R-1	Multi-Family Dwelling	R-3
A029040001800	Residential Vacant Land	R-1	Multi-Family Dwelling	R-3
A029040002000	Residential Vacant Land	R-1	Multi-Family Dwelling	R-3
A029040002100	Residential Vacant Land	R-1	Multi-Family Dwelling	R-3
A029040002200	Residential Vacant Land	R-2	Multi-Family Dwelling	R-3
A029040002300	Single Family Dwelling	R-1	Multi-Family Dwelling	R-3
A029040002400	Residential Vacant Land	R-1	Multi-Family Dwelling	R-3

Map of Parcel IDs



Appendix B

Full List of Adjacent Property Owners

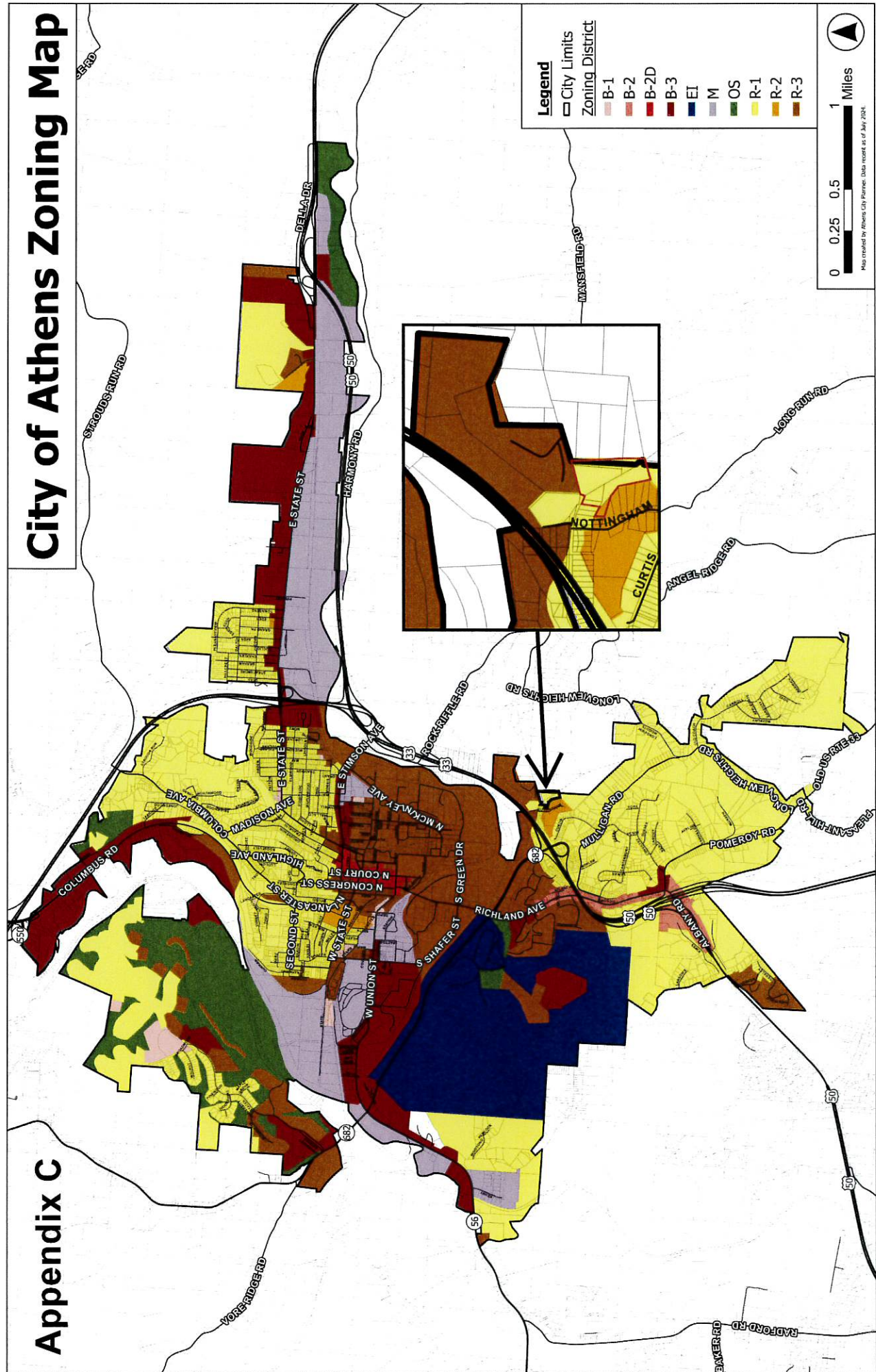
Parcel ID	Owner	Address
A029040002800	J. Crista Hahn Trustee	105 Hooper Street
A029040003300	Oscar Avalos Ovando	0 Nottingham Drive
A029040006700	Bonnie Kay Springer	0 Curtis Street
A010010002000	Bonnie Kay Springer	0 Mulligan Road
A029040003600	Aaron and Jennifer Romero	0 Nottingham Drive
A010010001900	Bonnie Kay Springer	0 Mulligan Road
A029040003500	Aaron and Jennifer Romero	10 Nottingham Drive
A029040003400	Oscar Avalos Ovando	8 Nottingham Drive
A029040003200	Harry T. Hirbe	4 Nottingham Drive
A029040003100	Harry T. Hirbe	0 Nottingham Drive
A029040002500	Stephen D. Johnson	0 Hooper Street
A029040002600	Stephen D. Johnson	107 Hooper Street
A029040002700	J. Crista Hahn Trustee	105 Hooper Street
A029040001500	Ohio Rentals Central LLC	6 Monticello Drive
A029040000600	Justin P. Gray	188 Hastings Road
A029040003700	Aaron Romero	0 Nottingham Drive
A010010000800	Sean Michael White	0 Hooper Street
A010010000700	Sean Michael White	0 Hooper Street
A010010001000	Sean Michael White	0 Hooper Street

Map of Adjacent Property Owners, by Parcel ID



City of Athens Zoning Map

Appendix C



Appendix D

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made as of November 11, 2024 ("Effective Date") by and between Sean Michael White ("Seller"), and Hill Tide Partners, LLC, a Georgia limited liability company, and its successors and assigns ("Buyer").

Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):
 - 1.1. **Real Property.** The real property, including all right, title and interest therein, consisting of approximately 18.45 acres located at or around 138 Hooper Street in the City of Athens, County of Athens, State of Ohio, consisting of Parcel ID numbers A029040002100, A029040001800, A029040002200, A010010000900, A010010000800, A010010000700, A010010001000, A029040001700, A029040001600, A029040002000, A029040002300, A029040002400, and more specifically depicted on Exhibit A (the "Real Property"). The actual legal description of the Real Property shall be established or determined, as applicable, during the Inspection Period (hereinafter defined) based on the Title Evidence (hereinafter defined).
 - 1.2. **Appurtenances.** All rights, privileges, easements and rights of way appurtenant to the Real Property, including, without limitation, development rights, air rights, and water rights, if any (collectively, "Appurtenances").
 - 1.3. **Improvements.** All improvements and fixtures, if any, located on the Real Property, including, without limitation, (i) all structures affixed to the Real Property; (ii) all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Real Property; and (iii) all facilities used to provide any services to the Real Property or the structures affixed thereto (collectively, "Improvements"), but excluding those fixtures owned by tenants or other occupants of the Property or vendors of the Improvements, if any.
 - 1.4. **Personal Property.** [Reserved].
 - 1.5. **Assumed Contracts.** All rights, title, and interest of Seller in and to the Assumed Contracts (hereinafter defined), if any, in accordance with Section 8 of this Agreement.

- 1.6. **Intangible Property.** All rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, trademarks or tradenames, copyrights, and any agreements, covenants, or indemnifications that Seller received from a third-party, including any prior owner, and relating to the Real Property, Appurtenances, or Improvements (collectively, "Intangible Property").
2. **PURCHASE PRICE.** The total purchase price for the Property is [REDACTED] ("Purchase Price"). Buyer shall pay the Purchase Price by cash or wire transfer of immediately available funds at Closing, less (i) the Earnest Money (hereinafter defined), which shall be credited against the Purchase Price, and (ii) any other credits against the Purchase Price that result from the prorations and adjustments provided for in this Agreement.
3. **EARNEST MONEY.** Buyer shall make, as and when required under this Agreement, the following deposits into an escrow account established with Old Republic National Title Company, which company, in its capacity as escrow agent, is the "Escrow Agent" under this Agreement:
- 3.1. **Initial Earnest Money.** On or before the Effective Date, Buyer shall deposit with Escrow Agent [REDACTED] (the "Initial Earnest Money"). The Initial Earnest Money shall be released to Seller in accordance with the following:
- (a) [REDACTED] of the Initial Earnest Money shall be released by Escrow Agent to Seller on [REDACTED].
 - (b) [REDACTED] of the Initial Earnest Money shall be released by Escrow Agent to Seller on [REDACTED].
 - (c) [REDACTED] of the Initial Earnest Money shall be released by Escrow Agent to Seller on [REDACTED].
 - (d) [REDACTED] of the Initial Earnest Money shall be released by Escrow Agent to Seller [REDACTED].

- 3.2. **Inspection Period Extension Deposits.** For each Inspection Extension option exercised by Buyer pursuant to Section 4.1(d) herein, Buyer shall deposit the following amounts (each an "Inspection Period Extension Deposit" and collectively, the "Inspection Period Extension Deposits") with Escrow Agent, which shall be immediately released to Seller:
- (a) For the first Inspection Period Extension, an Extension Deposit of [REDACTED].
 - (b) For the second Inspection Period Extension, an Extension Deposit of [REDACTED].
- 3.3. **Closing Date Extension Deposit.** If Buyer exercises its Closing Extension option pursuant to Section 5.1(a) herein, Buyer shall deposit [REDACTED] (the "Closing Extension Deposit", together with the Inspection Period Extension Deposits, individually an "Extension Deposit" and collectively, the "Extension Deposits") with Escrow Agent, which shall be immediately released to Seller.
- 3.4. **Earnest Money and Closing.** The Initial Earnest Money and any Extension Deposit actually deposited by Buyer (collectively, the "Earnest Money") shall be credited against the Purchase Price at Closing.
- 3.5. **Earnest Money Refund.** Once released to Seller, any Earnest Money shall be nonrefundable unless a Full Refund Event occurs. A "Full Refund Event" occurs under this Agreement when: (i) Seller is in breach of or defaults under this Agreement, (ii) there is a Title Related Termination, or (iii) there is a Condemnation Termination.
- 3.6. **Schedule 1.** Schedule 1 details deposits of Earnest Money required by this Agreement and refundability thereof. Schedule 1 is included for convenience only and any discrepancies between the Agreement and Schedule 1 shall be decided in favor of the Agreement.

4. **PROPERTY EVALUATION AND BUYER CONTINGENCIES.**

- 4.1. **Inspection Period.** Within ten (10) days of the Effective Date, Seller shall provide to Buyer the due diligence items outlined on Exhibit B to the extent such items are in Seller's possession (the "Seller Due Diligence"). For a period beginning on the Effective Date and ending on [REDACTED], as may be extended in accordance with this Agreement ("Inspection Period"), Buyer, together with its authorized agents, representatives, and consultants (collectively, "Buyer Representatives") will have

the right to obtain information regarding the Property, make inspections of the Property, and otherwise determine to Buyer's satisfaction whether or not the Property is suitable for purchase by Buyer.

- (a) Prior to termination of this Agreement, the Buyer Representatives shall have the right to enter on and pass through the Property to examine, inspect, and test the Property, including, without limitation, investigate all zoning, code and governmental regulation, restrictions, or requirements in place at the Property, conduct environmental site assessments, conduct soil testing and borings, determine flood zone status, and review due diligence (collectively, "Buyer Inspections"). The Buyer Representatives shall at all times comply with any applicable laws and regulations in connection with the Buyer Inspections and Buyer shall maintain insurance in the amounts and types that are customary for buyers of property similar to the Property to obtain with respect to investigations similar to the Buyer Inspections. Buyer agrees to repair and restore any material damage or disturbance that the Buyer Representatives cause to the Property as a result of the Buyer Inspections, other than any damage caused or resulting from any acts or omission of Seller or any pre-existing, dangerous, or defective condition of the Property. During the term of this Agreement, Buyer shall not unreasonably interfere with any then-existing use of the Property.
- (b) The Buyer Representatives shall keep the Property free and clear of any liens directly related to the Buyer Inspections. Buyer shall indemnify, defend, and hold Seller harmless from all claims and liabilities asserted against Seller or the Property resulting from (i) any injury or damage to person or property occurring after the Effective Date caused by any act or omission of the Buyer Representatives if the Buyer Representatives were acting on behalf or at the direction of Buyer, or (ii) Buyer's failure to pay any bills, invoices, or other charges related to the Buyer Inspections.
- (c) If Buyer does not notify Seller of any objections to the Buyer Inspections prior to the expiration of the Inspection Period, Buyer shall have waived all objections to the Buyer Inspections. If, prior to expiration of the Inspection Period, Buyer determines in its sole discretion that the Property is not suitable to Buyer for any reason, then Buyer may terminate this Agreement by delivery of written notice to Seller prior to the end of the Inspection Period. If Buyer terminates this Agreement for any reason or no reason prior to the expiration of the Inspection Period, then Buyer shall

receive a full refund of the Earnest Money, subject to the terms of Section 3 of this Agreement.

- (d) Buyer shall have the right, in its sole discretion, to extend the expiration of the Inspection Period in accordance with the below (each period a "Inspection Period Extension") by delivering written notice to Seller prior to the then scheduled expiration of the Inspection Period and concurrently depositing the applicable Inspection Period Extension Deposit in accordance with Section 3.2 herein:
 - (i) In the event Buyer: (i) deposits the first Inspection Period Extension Deposit in accordance with Section 3.2 herein; and (ii) delivers written notice to Seller of Buyer's election to extend the Inspection Period beyond [REDACTED] on or before [REDACTED], then the expiration of the Inspection Period shall be extended to [REDACTED].
 - (ii) In the event Buyer: (i) deposits the second Inspection Period Extension Deposit in accordance with Section 3.2 herein; and (ii) delivers written notice to Seller of Buyer's election to extend the Inspection Period beyond [REDACTED] on or before [REDACTED], then the expiration of the Inspection Period shall be extended to [REDACTED].

4.2. **Title Matters.** Title to the Property shall have been found acceptable, or been made acceptable to Buyer, in accordance with this section.

- (a) **Title Evidence.** Pursuant to Section 4.1, Seller shall deliver a copy of its title insurance policy insuring its title to the Property and the most recent survey obtained by Seller relating to the Property. Buyer, at Buyer's expense, may obtain the following (collectively, "Title Evidence"): (i) a commitment for a current standard ALTA form Owner's Policy of Title Insurance ("Title Commitment") insuring title to the Real Property from a title company of its choosing ("Title Company"), deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer; (ii) a current ALTA/NSPS survey of the Property prepared by a registered land surveyor and certified to Buyer and Buyer's lenders, if any, showing the Real Property and location of all buildings and easements thereon and such other information and containing such matters as Buyer or Buyer's

lenders, if any, shall request; and (iii) if desired by Buyer, any other evidence of the status of Seller and/or the Property that Buyer may obtain.

- (b) **Mandatory Removal Items.** Notwithstanding anything to the contrary in this Agreement, Seller shall, at Seller's sole cost and expense, on or before the Closing Date, with satisfaction on the Closing Date from Seller's proceeds being deemed acceptable, remove any judgements, monetary encumbrances, mortgages, deeds of trust, notices to proceed, delinquent real property taxes or assessments, or mechanic's or materialmen liens (collectively, "Mandatory Removal Items").
 - (c) **Title Policy.** At Closing, and as a condition to Buyer's obligations under this Agreement, the Title Company shall issue the following (collectively, the "Title Policies"): (i) to Buyer an ALTA extended coverage owner's title policy in such amount as reasonably determined by Buyer and with all available endorsements that are requested by Buyer; and (ii) to each of Buyer's lenders, if applicable, an ALTA extended coverage loan policy, in such amounts and with all available endorsements requested by such lender. Seller shall perform any requirement required of it by the Title Company in connection with the issuance of the Title Policies. If the Title Company cannot deliver the Title Policies at Closing due to failure of Seller to perform its obligations under this Agreement (including without limitation removal of the Mandatory Removal Items), such failure shall constitute a Title Related Termination.
- 4.3. **Platting and Subdivision.** If Buyer determines it would be advantageous for the Real Property to be platted, replatted, or subdivided, then Buyer, at its sole cost and expense, may prepare such plat, replat, or subdivision and pursue the same to completion; provided, however, that such plat, replat, or subdivision shall not be recorded in the real property records until after the conveyance deeds from Seller to Buyer are recorded at Closing. Seller shall make good faith efforts to cooperate with Buyer in pursuing such plat, replat, or subdivision, and shall execute such applications and other documents as may be reasonably required in connection therewith, provided Seller shall not be obligated to incur any monetary costs associated therewith.
- 4.4. **[Reserved].**

- 4.5. **Seller Performance.** Seller shall have performed all of Seller's obligations in this Agreement at such times and in such manner as required by this Agreement.
- 4.6. **Representations and Warranties.** Seller's representations and warranties contained in this Agreement must be true as of the Effective Date and as of the Closing Date. Seller shall deliver to Buyer on the Closing Date a certificate ("Bring-Down Certificate") reaffirming the accuracy and truthfulness of each of Seller's representations and warranties (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the Closing Date and the delivery of the vesting deed in accordance with the terms and conditions of this Agreement.

If any contingency is not satisfied on or before the specific date contained in such contingency, or the Closing Date if no date is specified, then this Agreement may be terminated by notice from Buyer to Seller. Upon termination, the Earnest Money that is still refundable to Buyer shall be released to Buyer and the Earnest Money that is nonrefundable to Buyer shall be released to Seller if not released prior thereto. Upon the release of any Earnest Money held by Escrow Agent related to a termination of this Agreement, neither party will have any further rights or obligations to the other party regarding this Agreement or the Property other than such rights or obligations that expressly survive termination of this Agreement. All the contingencies are specifically for the benefit of the Buyer, and the Buyer shall have the right to waive any contingency.

5. **CLOSING.**

- 5.1. **Closing Date.** The purchase and sale contemplated by this Agreement shall close ("Closing") on or before [REDACTED], as may be extended in accordance with this Agreement ("Closing Date"). Notwithstanding the foregoing, Buyer must give Seller written notice at least sixty (60) days in advance of Closing informing Seller of the intended Closing Date (the "Closing Notice"). The Closing shall take place electronically through the Title Company.
- (a) In the event Buyer: (i) deposits the Closing Extension Deposit in accordance with Section 3.3 herein; and (ii) delivers written notice to Seller of Buyer's election to extend the Closing Date beyond [REDACTED] on or before [REDACTED], then the Closing Date shall be extended to [REDACTED].

- 5.2. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:
- (a) **Deed.** A special warranty deed in recordable form conveying the Real Property, Improvements and Appurtenances to Buyer, free and clear of all Mandatory Removal Items.
 - (b) **[Reserved].**
 - (c) **Assignment of Documents and Rights.** If applicable, an assignment of the Intangible Property to the Buyer together with the consent of all parties having a right to consent to such assignment.
 - (d) **Bring-Down Certificate.** The Bring-Down Certificate described in Section 4.6 related to Seller's representations and warranties made in this Agreement.
 - (e) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed, containing such information as is required by Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended or any regulations promulgated thereunder.
 - (f) **IRS Forms.** A designation agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
 - (g) **Settlement Statement.** A settlement statement reflecting the financial aspects of the Closing, consistent with the provisions of this Agreement.
 - (h) **Seller's Affidavit.** An affidavit of Seller certifying certain matters related to the Property. The form and substance of such Seller's affidavit must be reasonably acceptable to Buyer, Title Company, and Seller.
 - (i) **Government Documents.** All other forms, certificates, or other documents required by any state or local government, including, without limitation, any tax forms or other reporting documents related to the sale of the Property.

- (j) **Other Documents.** All other documents reasonably determined by Buyer or Title Company to be necessary to transfer the Property to Buyer free and clear of all Mandatory Removal Items.
- 5.3. **Buyer's Closing Deliveries.** On the Closing Date, Buyer will execute and deliver to Seller the following:
 - (a) **Purchase Price.** Immediately available funds representing the cash balance of the Purchase Price in accordance with Section 2.
 - (b) **Counterparts of Seller's Closing Documents.** All of Seller's Closing Documents that also require Buyer's signature.
 - (c) **IRS Forms.** A designation agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
 - (d) **Other Documents.** Such other customary documents or instruments as may be reasonably required by Seller or Title Company in order to consummate the Closing.
- 5.4. **Possession.** Seller will deliver possession of the Property to Buyer on the Closing Date.
- 6. **COSTS AND PRORATIONS.** Seller and Buyer agree to the following allocation of costs, prorations, and adjustments under this Agreement:
 - 6.1. **Closing Costs.**
 - (a) **Seller's Closing Costs.** Seller shall pay the following costs and expenses in connection with this Agreement and Closing:
 - (1) All recording fees associated with the recording of the conveyance deeds from Seller to Buyer any and all releases of security interests, liens, or encumbrances related to the Property.
 - (2) One half of the Title Company's fees for acting as closing agent and one half of Escrow Agent's fees for acting as escrow agent.
 - (3) All costs related to curing the Mandatory Removal Items, including without limitation, all recording fees for releasing any liens on the Property that Seller is obligated to remove.

- (4) All costs incurred by Seller in connection with the preparation, review and negotiation of this Agreement, and the transactions and the Closing contemplated by this Agreement, including any attorneys' fees or consultants' fees, to the extent not previously paid.
 - (5) All costs of providing and transmitting Seller Due Diligence provided by Seller.
 - (b) **Buyer's Closing Costs.** Buyer shall pay the following costs and expenses in connection with Closing and this Agreement:
 - (1) All costs associated with the Title Evidence and the Buyer's Title Policy, including all costs associated with any lender Title Policy that Buyer's lenders, if any, may require.
 - (2) All mortgage registration tax or other similar taxes associated with Buyer's financing.
 - (3) One half of the Title Company's fees for acting as closing agent and one half of Escrow Agent's fees for acting as escrow agent.
 - (4) All costs incurred by Buyer in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement (excluding costs to be paid by Seller), including any expenses associated with Buyer's investigation of the Property, and Buyer's attorneys' fees or consultants' fees; provided, however, Seller may be responsible for such costs in the event of Seller's default hereunder in accordance with Section 16.2.
 - (5) Any taxes assessed as a result of the conveyance of the Property.
- 6.2. **Real Estate Taxes and Special Assessments.** All real estate taxes and special assessments for the years prior to the year in which the Closing occurs shall be paid by Seller. Real estate taxes for the year in which Closing occurs shall be prorated based upon a calendar year based upon the Closing Date. Seller shall pay the balance of all levied or pending special assessments against the Property at or prior to Closing. Prorations

of the real estate taxes will be based on the most recent real estate taxes for a full tax year. There shall be no later re-proration.

- 6.3. **Operating Costs.** All operating costs of the Property, including rent, utilities, real estate taxes, security deposits, and service contracts, as applicable shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of operating costs attributable to the period before the Closing Date, and Buyer pays that part of operating costs attributable to the period from and after the Closing Date.
7. **OPERATION PRIOR TO CLOSING.** During the period from the Effective Date to the Closing Date ("Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Without the prior written consent of Buyer, which may be granted or denied at Buyer's sole and absolute discretion, Seller shall execute no contracts, leases, or other agreements regarding the Property during the Executory Period that cannot be terminated on or before the Closing Date.
8. **SERVICE CONTRACTS.** Seller shall disclose to Buyer and shall include in the Due Diligence Materials copies of all service, maintenance, supply, leasing, and other contracts (including all related amendments and modifications) related to the operation of the Property ("Service Contracts"). On or before the Closing Date, Seller shall, at its sole cost and expense, terminate: (i) all Service Contracts, except for any Service Contracts that Buyer elects (in its sole discretion) to assume by written notice to Seller prior to the end of the Inspection Period ("Assumed Contracts"); and (ii) any other agreements affecting the Property. Seller shall indemnify, defend and hold Buyer harmless from and against any and all liability, claims, counterclaims, actions, damages, judgments, penalties, costs and expenses (including without limitation, reasonable attorneys' fees) in connection with any liability arising under or in any way relating to the Service Contracts (other than the Assumed Contracts), the termination thereof and the release by the counterparty thereto. Seller shall not renew or enter into any new Service Contracts after the Effective Date without the written consent of the Buyer unless such Service Contracts will be terminated prior to the Closing Date.
9. **SELLER REPRESENTATIONS AND WARRANTIES.** In addition to any other representation and warranties contained in this Agreement, Seller hereby represents and warrants to Buyer as follows:
- 9.1. **Existence; Authority.** Seller has the requisite power and authority to enter into and perform this Agreement and Seller's Closing Documents.

Seller is not subject to any law, order, decree, restriction, or agreement that prohibits or would be violated by this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of Seller. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its respective terms.

- 9.2. **Contracts.** Seller has made available to Buyer a correct and complete copy of each Contract and its amendments directly associated with this Property which will survive a closing hereunder.
- 9.3. **Environmental Laws.** To the best of Seller's knowledge, there has been no discharge, release or threatened release of toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "Hazardous Substance") from the Property. To the best of Seller's knowledge, there are no Hazardous Substances or conditions in or on the Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment.
- 9.4. **Storage Tanks, Wells, and Individual Sewage Treatment Systems.** To the extent storage tanks exist on or under the Real Property, such storage tanks have been duly registered with all appropriate regulatory and governmental bodies, and are otherwise in compliance with applicable federal, state, and local statutes, regulations, ordinances and other regulatory requirements. Seller has not received written notice of any open or closed wells on the Real Property or present or past sewage treatment systems on the Real Property.
- 9.5. **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder.
- 9.6. **No Conflict or Lien.** Neither the execution or delivery of this Agreement nor the consummation of the transaction as contemplated herein will conflict with or result in a breach of any contract, license or undertaking

to which Seller is a party, or constitute a default thereunder or, except as contemplated herein, result in the creation of any lien or encumbrance upon the Property.

- 9.7. **No Proceedings.** There are no judgments presently outstanding and unsatisfied against Seller or the Property. To the best of Seller's knowledge, no legal or administrative proceeding is threatened or pending against Seller or the Property. To the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending or threatened with respect to Seller or the Property.
- 9.8. **No Bankruptcy.** Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.
- 9.9. **Seller's Defaults.** Seller is not in default concerning any of its obligations or liabilities regarding the Property.
- 9.10. **Additional Interests.** There are no property interests or other improvements owned by Seller which are necessary or useful for the operation of the Property that are not being conveyed pursuant to this Agreement.

Seller's representations and warranties set forth in this Agreement are true, complete, and correct as of the Effective Date, and shall be true, complete, and correct as of the Closing Date with the same force and effect as if first made on the Closing Date. Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after the Closing for a period of six (6) months after the Closing Date. Closing by Buyer with knowledge of a breach of any of the above representations and warranties will not be deemed a waiver or release by Buyer of any claim that Buyer otherwise has on account of such breach.

10. **COOPERATION.** Seller agrees to reasonably cooperate with Buyer's pursuit of the platting, replatting, or subdivision of the Real Property. Seller's reasonable cooperation includes, without limitation, executing any applications or providing any information about the Property reasonably required in Buyer's opinion in connection with the foregoing.
11. **CONDEMNATION.** If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to insurance proceeds resulting from such event. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement and receive back the Earnest Money by giving notice within thirty (30) days after Seller's notice ("Condemnation Termination"). If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.
12. **ESCROW AGENT.** This Section 12 sets forth all of the responsibilities of Escrow Agent pursuant to this Agreement, and the parties agree that such duties are ministerial in nature. Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on Buyer and Seller. Escrow Agent is expressly authorized to rely upon a notice delivered to it by Buyer within the Inspection Period (or any extension thereof) without any duty to investigate the sufficiency, manner of execution, or validity of any such notice. Escrow Agent shall not be required to determine whether or not the terms and conditions of this Agreement have been complied with by the parties. Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without gross negligence. Escrow Agent is hereby relieved of all liability under this Agreement except for fraud, gross negligence, or willful misconduct. The parties agree to save and hold Escrow Agent harmless from any loss and from any claims or demands arising out of its actions hereunder and hereby agree to indemnify Escrow Agent from any claims or demands for losses arising out of its activities hereunder, including without limitation, court costs, reasonable attorney's fees, and expenses. Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to Escrow Agent signed by Buyer and Seller.
13. **BROKER'S COMMISSION.** The following provisions shall survive the termination of this Agreement and Closing:
 - 13.1. **Seller.** Seller represents and warrants to Buyer that the only broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "Broker") it has dealt or negotiated with, or engaged, in connection with this Agreement or the transactions contemplated hereby,

is [REDACTED] ("Seller's Broker"). Seller hereby agrees to indemnify, defend, and hold Buyer harmless from claims made by any Broker engaged by or claiming to have dealt with Seller in connection with this Agreement and the transactions contemplated hereby.

13.2. **Buyer.** Buyer represents and warrants to Seller that the only Broker it has dealt or negotiated with, or engaged, in connection with this Agreement or the transactions contemplated hereby, is [REDACTED] ("Buyer's Broker"). Buyer hereby agrees to indemnify, defend, and hold Seller harmless from claims made by any Broker engaged by or claiming to have dealt with Buyer in connection with this Agreement and the transactions contemplated hereby.

13.3. **Broker's Commission.** Seller and Buyer agree that Buyer will pay [REDACTED] percent of the Purchase Price to Seller's Broker and [REDACTED] percent of the Purchase Price to Buyer's Broker upon Closing as full compensation for the services performed by Seller's Broker and Buyer's Broker.

14. **ASSIGNMENT.** Seller may not assign or otherwise transfer any of its rights under this Agreement without the prior written consent of Buyer. Buyer shall have the right, in its sole and absolute discretion, and at any time prior to or on the Closing Date, to (i) assign all of its interest in and to this Agreement and the Property to one or more affiliates of Buyer; (ii) establish a separate entity or separate entities to acquire or hold title to some or all of the Property and to assign all of its interest in and to this Agreement and the Property to such entity or entities for such purpose; or (iii) assign all of its interest in and to this Agreement and the Property to an entity exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (an "Exempt Entity"), an entity wholly owned by an Exempt Entity, or a limited partnership, the general partner of which is an Exempt Entity or is wholly owned by an Exempt Entity.

15. **NOTICES.** Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by email followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: Hill Tide Partners, LLC
3414 Peachtree Road, Suite 825
Atlanta, GA 30326
Attention: Dan Winters
Email: Dan.Winters@hilltidepartners.com

With a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Jeffrey S. Drennan
Email: jdrennan@winthrop.com

If to Seller: Sean Michael White
111 Hooper Street
Athens, Ohio 45701

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one (1) business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

16. **REMEDIES.**

- 16.1. **Seller Remedies.** If Buyer defaults under this Agreement (other than in response to a default by Seller), and Buyer fails to cure such default within thirty (30) days of receipt of written notice of such default from Seller, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. On the date of Buyer's receipt of such termination notice, this Agreement will terminate, and upon such termination Seller will retain all non-refundable Earnest Money previously deposited with Escrow Agent as full liquidated damages. The termination of this Agreement and retention of the non-refundable Earnest Money is the sole remedy available to Seller for an uncured default by Buyer, and Buyer will not be liable for damages or specific performance.
- 16.2. **Buyer Remedies.** If Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the Earnest Money and also seek from Seller specific performance of this Agreement. If Seller defaults under this Agreement and the remedy of specific performance is unavailable or is not elected by Buyer, Buyer shall recover as damages from Seller all of Buyer's out-of-pocket costs and fees, as evidenced by paid invoices provided to Seller, including without limitation, reasonable attorneys' fees, accountants' fees, design fees, and other consultants' fees incurred by Buyer in preparing and negotiating this Agreement, preparing for the Closing, obtaining financing commitments, investigating the status, title, and condition of the Property, and other similar and reasonable costs and expenses.

17. MISCELLANEOUS.

- 17.1. Buyer and Seller acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 PM Eastern Standard Time on such date.
- 17.2. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
- 17.3. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property including any letters of intent or term sheets.
- 17.4. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in writing executed by the parties.
- 17.5. This Agreement shall not be deemed an offer or binding upon Seller or Buyer until this Agreement is fully executed and delivered by Seller and Buyer.
- 17.6. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Ohio and such laws will control its interpretation. The parties hereby submit to the jurisdiction of any state or federal court located in Athens County, Ohio, with respect to any disputes arising out of this Agreement.
- 17.7. Except as otherwise expressly stated in this Agreement to survive the Closing hereunder, all obligations the parties have to each other under this Agreement shall survive neither the Closing nor the earlier termination of this Agreement.
- 17.8. Buyer and Seller acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in the drafting of this Agreement.

The fact that this Agreement was prepared by Buyer's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against Buyer because Buyer's counsel prepared this Agreement in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement

- 17.9. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "business day" shall mean any weekday except for those weekdays that a banking institution within the State of Ohio is required to be closed (a "Holiday"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following business day.
- 17.10. Except as required otherwise under this Agreement, each of Buyer and Seller shall be responsible for all costs it incurs in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultants' fees. In addition, each of Buyer and Seller is responsible for its own income taxes and capital gains taxes resulting from its operation of the Property and such taxes shall not be a proration at the Closing.
- 17.11. If any action is brought by either Buyer or Seller against the other in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.
- 17.12. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart. Furthermore, the parties hereby agree that signature pages transmitted electronically in PDF format shall be considered original signature pages for all purposes.

(Signature Pages Follow)

Seller and Buyer have executed this Real Estate Purchase Agreement as of the date first written above.

SELLER:

<i>Sean White</i>	dotloop verified 11/09/24 5:05 PM EST HLY-TPVLAEDHJHAN
-------------------	---

By: Sean Michael White

[SELLER SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT]

Seller and Buyer have executed this Real Estate Purchase Agreement as of the date first written above.

BUYER:

Hill Tide Partners, LLC, a Georgia limited liability company



By: Dan Winters
Its: Managing Partner

[BUYER SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT]

EXHIBIT A

REAL PROPERTY DEPICTION

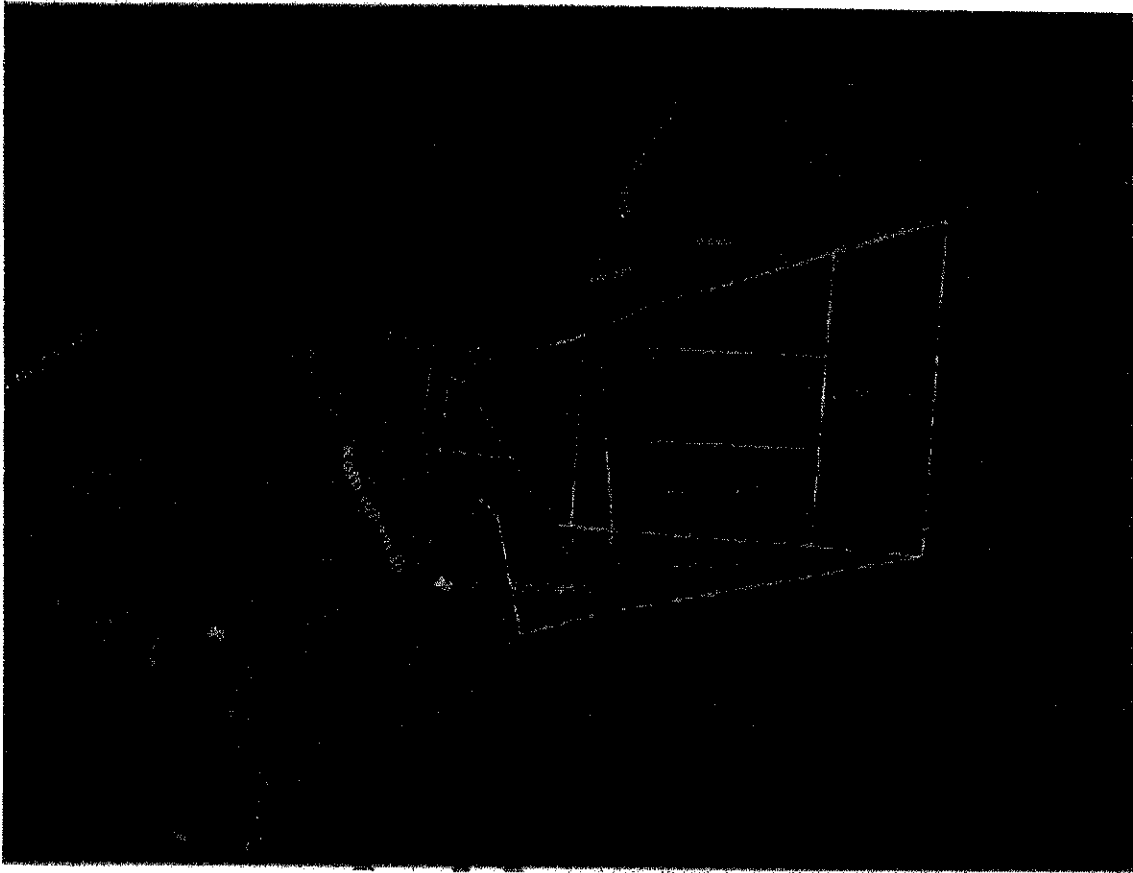


EXHIBIT B

SELLER DUE DILIGENCE

- Previous title work (commitment, abstract, UCC searches, owner's policy, etc.).
- Known special assessments affecting the Property for the last five calendar years.
- Copies of any ALTA surveys, boundary surveys, wetland studies, architectural plans, or specifications of the Property in possession of the Seller.
- Copies of engineering and/or environmental reports prepared in the last five calendar years.
- Copies of any available soil reports or other available information on soil quality.
- Any concept plans for the overall development site submitted to the City or County.
- List of any sewers, wells, or subsurface tanks on site.

Schedule 1

Deposit Name	Deposit Due Date	Deposit Amount	Date Deposit Becomes Nonrefundable
Initial Earnest Money	On or before the Effective Date		* [REDACTED] on [REDACTED] * [REDACTED] on [REDACTED] * [REDACTED] on [REDACTED] * [REDACTED] on [REDACTED]
Inspection Period Extension Deposit (1/2)	[REDACTED]	[REDACTED]	Upon deposit
Inspection Period Extension Deposit (2/2)	[REDACTED]	[REDACTED]	Upon deposit
Closing Extension	[REDACTED]	[REDACTED]	Upon deposit

11/13/2024



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

MOST RECENT PHOTO



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 0 HOOPER ST
DESCRIPTION 14-09-00 SEC 9 FRA 16 .3
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 0.3300

VALUATION

	APPRAISED	ASSESSED
LAND	\$1,750.00	\$610.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$1,750.00	\$610.00

TAXES

TAXABLE VALUE \$610.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ET AL	0	\$0.00	MULTIPLE PARCELS QUALIFIED
6/5/1992	JONES SEAN D ET AL	ISRA KYUNG H	0	\$55,000.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE	0	0	0.330	14,375	\$1,750.00
Unknown					

IMPROVEMENTS

A029040001700

11/13/2024



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Athens County, Ohio
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MOST RECENT PHOTO



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 0 HOOPER ST
DESCRIPTION 14-09-00 SEC 9 FRA 39 .4
SCHOOL DIST ATHENS CSD TAX DIST A02
ACREAGE 0.4800

VALUATION

	APPRAISED	ASSESSED
LAND	\$2,540.00	\$890.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$2,540.00	\$890.00

TAXES

TAXABLE VALUE \$890.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ET AL	0	\$0.00	MULTIPLE PARCELS QUALIFIED
6/5/1992	JONES SEAN D ET AL	ISRA KYUNG H	0	\$55,000.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE	0	0	0.480	20,909	\$2,540.00
Unknown					

IMPROVEMENTS

A029040001800

11/13/2024



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Athens County, Ohio
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MOST RECENT PHOTO



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 0 HOOPER ST
DESCRIPTION 14-09-00 SEC 8 9 FRA 39
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 0.3700

VALUATION

	APPRAISED	ASSESSED
LAND	\$1,960.00	\$690.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$1,960.00	\$690.00

TAXES

TAXABLE VALUE \$690.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ET AL	0	\$0.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE	0	0	0.370	16,117	\$1,960.00
Unknown					

IMPROVEMENTS

A029040002000

11/13/2024



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Athens County, Ohio
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MOST RECENT PHOTO



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 0 HOOPER ST
DESCRIPTION 14-09-00 SEC 8-9 FRA 40-42
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 1.7800

VALUATION

	APPRAISED	ASSESSED
LAND	\$9,430.00	\$3,300.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$9,430.00	\$3,300.00

TAXES

TAXABLE VALUE \$3,300.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ETAL	0	\$0.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE	0	0	1.780	77,537	\$9,430.00
Unknown					

IMPROVEMENTS

A029040002100

11/13/2024



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County Auditor
Athens County, Ohio
www.athenscountyauditor.org

MOST RECENT PHOTO



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 0 HOOPER ST
DESCRIPTION 14-09-00 W-28 ALLENDALE TR
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 1.3700

VALUATION

	APPRAISED	ASSESSED
LAND	\$7,260.00	\$2,540.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$7,260.00	\$2,540.00

TAXES

TAXABLE VALUE \$2,540.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ET AL	0	\$0.00	MULTIPLE PARCELS QUALIFIED
6/5/1992	JONES SEAN D ET AL	ISRA KYUNG H	0	\$55,000.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE	0	0	1.370	59,677	\$7,260.00
Unknown					

IMPROVEMENTS

A029040002200

11/13/2024



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

MOST RECENT PHOTO



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 0 HOOPER ST
DESCRIPTION 14-09-00 W-28 .210A
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 0.2100

VALUATION

	APPRAISED	ASSESSED
LAND	\$1,110.00	\$390.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$1,110.00	\$390.00

TAXES

TAXABLE VALUE \$390.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ET AL	0	\$0.00	MULTIPLE PARCELS QUALIFIED
6/5/1992	JONES SEAN D ET AL	ISRA KYUNG H	0	\$55,000.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE Unknown	0	0	0.210	9,148	\$1,110.00

IMPROVEMENTS

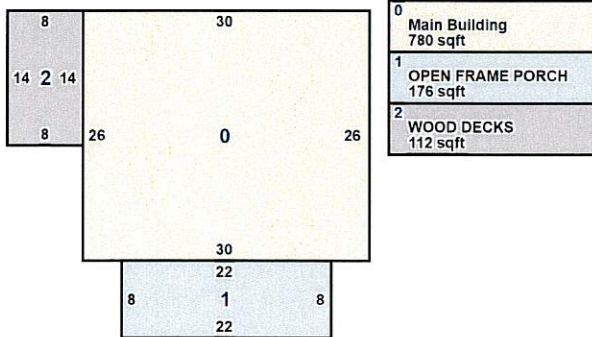
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11/13/2024



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

FIRST SKETCH



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 111 HOOPER ST
DESCRIPTION 14-09-00 IL 32 W-28 ALLEND
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 0.0000

VALUATION

	APPRAISED	ASSESSED
LAND	\$20,900.00	\$7,320.00
IMPROVEMENTS	\$93,410.00	\$32,690.00
CAUV	\$0.00	\$0.00
TOTAL	\$114,310.00	\$40,010.00

TAXES

TAXABLE VALUE \$40,010.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ET AL	0	\$0.00	MULTIPLE PARCELS QUALIFIED
6/5/1992	JONES SEAN D ET AL	ISRA PAIBOON	0	\$55,000.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
FRONT FOOT	73	181	0.303	13,213	\$20,900.00
Building Site					

IMPROVEMENTS

DESCRIPTION	BUILT DIMS	VALUE
(RG1) - FRAME OR CONCRETE BLOCK DETACHED GARAGE	1900 20x20	\$4,240.00
(AL1) - 1s LEAN TO	2000 10x10	\$120.00

RESIDENTIAL

Building (CARD: 1)	MULTIPLE OCCUPANCY BUILT 1900	Baths (Full / Half)	1 / 1
Area	1,092 sqft	Rooms (Bedroom / Family)	2 / 1
Basement (Code / Finished / Total)	FULL / 0 sqft / 0 sqft	Stories	1.0
Heat Full Type	ELECTRIC	Cooling	HEAT PUMP
External Wall	FRAME	Fireplace Stacks	0

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11/13/2024



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County Auditor
Athens County, Ohio
www.athenscountyauditor.org

MOST RECENT PHOTO



LEGAL

OWNER WHITE SEAN MICHAEL
ADDRESS 0 HOOPER ST
DESCRIPTION 14-09-00 IL 31 W-28 ALLEND
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 0.0000

VALUATION

	APPRAISED	ASSESSED
LAND	\$16,990.00	\$5,950.00
IMPROVEMENTS	\$0.00	\$0.00
CAUV	\$0.00	\$0.00
TOTAL	\$16,990.00	\$5,950.00

TAXES

TAXABLE VALUE \$5,950.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$0.00 / \$0.00
YEAR (TOTAL / BALANCE) \$0.00 / \$0.00

SPECIAL ASSESSMENTS

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
9/3/2024	WHITE SEAN MICHAEL	JONES SEAN D	12	\$260,000.00	MULTIPLE PARCELS QUALIFIED
8/2/2001	JONES SEAN D	JONES SEAN D ET AL	0	\$0.00	MULTIPLE PARCELS QUALIFIED
6/5/1992	JONES SEAN D ET AL	ISRA KYUNG H	0	\$55,000.00	MULTIPLE PARCELS QUALIFIED

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
FRONT FOOT	50	181	0.208	9,050	\$16,990.00
Building Site					

IMPROVEMENTS

Appendix F

Ordinance No. _____

Passed: _____

Introduced by: _____

AN ORDINANCE REZONING PORTIONS OF HOOPER STREET FROM R-1 AND R-2 ZONES TO R-3 ZONE.

WHEREAS, on _____, the City Planning Commission recommended to rezone, from R-1 and R-2 to R-3, portions of Hooper Street; and

WHEREAS, said rezoning would allow for the development of affordable multifamily housing to serve below median income residents and is consistent with the Athens 2040 Comprehensive Plan; and

WHEREAS, Athens City Council has scheduled a public hearing on _____, in accordance with the Planning Commission's recommendation;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: Portions of Hooper Street are hereby rezoned from R-1 and R-2 to R-3, described more particularly in the map attached hereto and incorporated herein by reference.

SECTION II: This Ordinance shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor

