



AGENDA
ATHENS PLANNING COMMISSION
WEDNESDAY, DECEMBER 18, 2024 AT 12:00 PM

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

Establish Quorum and Administer Oath

Disposition of Minutes

- December 4, 2024

Cases

- Case #24-07 Zone Change Request 0 Pomeroy Rd.
- Case #24-10 Zone Change Request 111 Hooper St.

Communications

- Ohio University Translational Research Center
Jonathon Cozad, Associate VP of Design and Construction
- Changes to ACC Chapter 23.09
David Riggs, Code Enforcement Director

Reports

- David Riggs, Code Enforcement Director
- Meghan Jennnings, City Planner

Opportunity for citizens to speak about items not covered on agenda

Announcements & Other Business

- Next Meeting: January 15, 2025

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, December 4, 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 December 4, 2024.

Attendees: Taylor Koch, David Mott

1. Call to Order

John Kotowski called the regular meeting of the Planning Commission to order at 12:02 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	Absent
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 November 20, 2024 minutes. Andy Stone seconded. Motion passed 3:0 (AP abstained).

3. Cases

None

4. Communications

Zone Change Request/111 Hooper Street

David Riggs/Summary

- Hill Tide Partners has submitted a complete set of site plans.

Taylor Koch/Hill Tide Partners, LLC

- Hill Tide is an affordable housing developer. His office is based out of Columbus.
- David Mott is providing legal assistance for them.
- This project was presented at a recent Affordable Housing Commission meeting.
- The zoning change request includes eight parcels approximately five acres total. Seven of the parcels are zoned R-1 and one is zoned R-2. They would like all the parcels to be zoned R-3.

- There are approximately 18.45 acres under contract. 13.32 acres are outside of the city limits, which they would like, in the future, to annex into the city for further development.
- The parcels are adjacent to Monticello Village which is zoned R-3.
- The plan is to include buffers of 400+ feet with adjacent single-family homes.
- The project consists of two 3-story buildings plus a community building.
- The design will meet state accessibility standards (10% designed for ADA), with Universal Design features, and energy efficient units.
- Applying for 9% housing tax credits (like Kershaw and Beaumont).
- CFA Appalachia credits
- 5-10 single family units are possible in addition to multifamily units.
- It might be possible they could get financing through the Welcome Home Ohio Program.

Discussion

- Will rent the multifamily units and sell the single-family homes.
- The ADA requirement for federally financed projects is 5%. The OFA doubles that to 10%.
- Access to the property is challenging, but the site can be developed so that ADA accessibility is possible for the entire development, including the garden and play area.
- Athens Public Transit does not currently have a route up to Monticello, but Meghan Jennings has reached out to APT. Line 3 is the nearest stop, about a 15-minute walk.
- Hill Tide has spoken with the city about allowing sidewalks on Hooper.
- The existing house on the west end will be demolished.
- The entrance to the development is in the city right-of-way.
- Hill Tide will look at the water and sewer information that Andy S. provided after they get past this step in the process.
- There will be a mix of ADA units throughout the complex on the first-floor level.
- All the units in the complex are single floor units.
- Three story walk up, no elevators.
- The annexation will allow for more site plan flexibility. If the annexation is approved, they will seek R-3 zoning.
- The Single-Family Tax Credit is new, so Hill Tide does not have experience with it. It is more of a city-led process. Hill Tide will be seeking any source of funding to help with the single-family tax credit.
- If City Council approves this, it will come back to the Planning Commission as a Title 41.
- Residents' concerns are heard at the City Council level.
- The single-family homes are planned for the potential annexed area.
- Hill Tide will continue to own the development but a third party will be hired to manage the property.
- Hill Tide operates in eleven states, this would be the first property in Ohio.
- 50-80 units planned at the site. Census Tract 9733.
- They have had engineers look at the site and these parcels are the most level. A contour map can be provided to the commission.

- This Athens location was selected because: 1. The land was for sale, 2. It is in a tract eligible for LYTEC funding, and 3. Can be zone corrected before developing.

David Mott/Mollica Gall Sloan & Sillery

- The property is being sold “all or nothing.”
- If the SFTC does not work out there are other funding sources to go after.
- Will make efforts to incorporate sidewalks and work on public transit availability.
- A communication plan is being developed.

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

David Riggs/Code Enforcement Director

- No report

Meghan Jennings/City Planner

- Ohio University is working on plans for a new performing arts center “Violet Patton Performing Arts Center.” They will likely be bringing this project to the Planning Commission sometime in February, 2025.

6. **Opportunity for Citizens to Speak**

None

7. **Announcements & Other Business**

- The group discussed the process for when the Planning Commission hears cases that they then send forward to City Council for review. Mr. Riggs noted that citizen communication comes at the City Council level. The Code Office works with the City Council Clerk to notify property owners that are adjacent to potential development sites. City Council also advertises and holds a public hearing where anyone with comments/questions/concerns can participate. It was suggested that the process be changed such that the public communication portion occurs at the Planning Commission level.
- Next meeting December 18, 2024

8. **Adjournment**

The meeting adjourned at 1:05 p.m.



APPLICATION for ZONE CHANGE

CITY OF ATHENS, OHIO
ATHENS CITY CODE TITLE 23.09

(For Office Use Only)

Permit # 2C24-000005

Date Rec'd 12/10/2024

*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. <u>A029200002801</u>	<u>Vacant Land</u>	<u>R-1</u>	<u>Multifamily Residential</u>	<u>R-3</u>
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:  Date: 10/23/24
trustee

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 Crysall 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: [Signature]

Date: 12-10-24

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: _____

Kennedy Joann D., Trustee
7600 Yorktown Lane
Middleburg Heights, Ohio 44130

December 9, 2024

Athens City Council
City of Athens Planning Department
8 East Washington Street
Athen, Ohio 45701

Re: Rezoning Application
0 Pomeroy Road
Athens, Ohio 45701

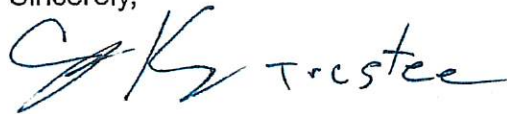
To Whom It May Concern:

We agreed to sell our property to Spire Development, Inc. on October 4, 2024. Our Contract gives Spire Development the express right to make applications for all governmental approvals necessary for the development of their property as is customary in Athens, Ohio.

Our Purchase Agreement transferred all beneficial interests in the real property to the purchaser, Spire Development, while legal title will not transfer until all conditions to the sale are satisfied.

Therefore, effective October 4th, 2024, Spire Development, Inc. had the express authority, right and discretion to apply for all governmental approvals including but not limited to the rezoning of property owned by Kennedy Joann D. Trustee at 0 Pomeroy Road, Athens, Ohio (PIDN: A029200002801) from R-1 to R-3 as agent of Kennedy Joann D. Trustee.

Sincerely,

A handwritten signature in blue ink, appearing to read 'CK Trustee', is written over a horizontal line.

Craig Kennedy, Trustee
Kennedy Joann D. Trustee

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, A0291700004500, 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 contaminants (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.

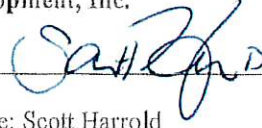
20. Duration of Offer. This Offer shall expire if written acceptance endorsed herein is not delivered to Purchaser on or before **5:00 PM, October 4, 2024.**

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: 

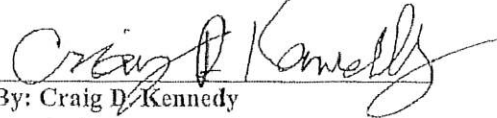
Printed Name: Scott Harrold

Title: Executive Vice President and COO

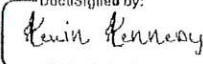
ACCEPTANCE OF OFFER

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

SELLER: Kennedy Joann D Trustee


By: Craig D. Kennedy

10/3/2024
Its: Investment Trustee

DocuSigned by:

C7516A4315274EB...

By: Kevin O. Kennedy

10/3/2024 | 1:35 PM EDT

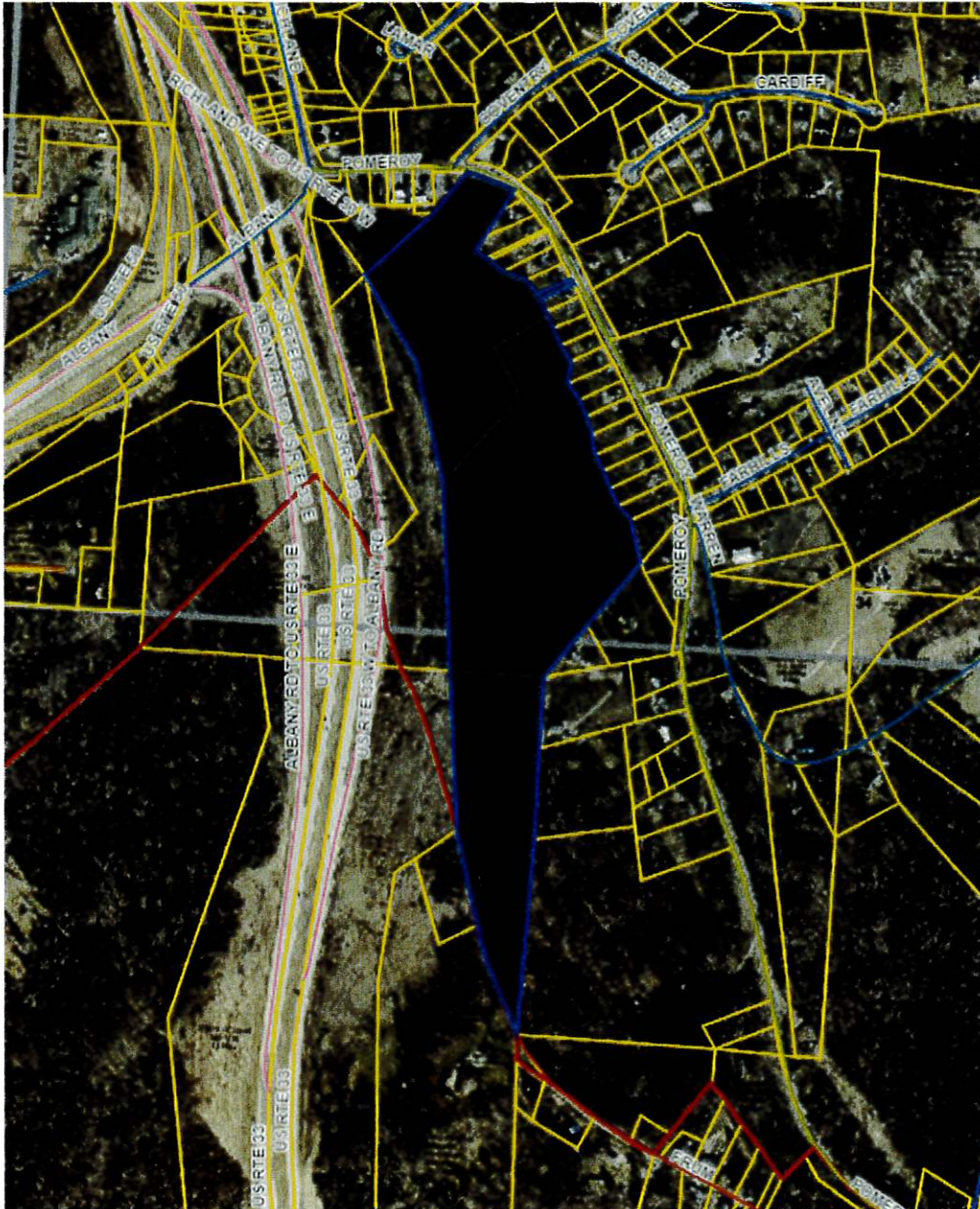
Its: Trustee

EXHIBIT A

Parcel/Tax ID number(s):

A029200002900, A029200002801, A0291700004500, A029200003000

+/- 28.592 acres



A029200002801

10/23/2024



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

Parcel
A029200002801
(100) A - AGRICULTURAL VACA...
Owner
KENNEDY JOANN D TRUSTEE
SOLD: 3/4/2013 \$0.00

Address
0 POMEROY RD
ATHENS CSD
Appraised
\$18,200.00
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	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

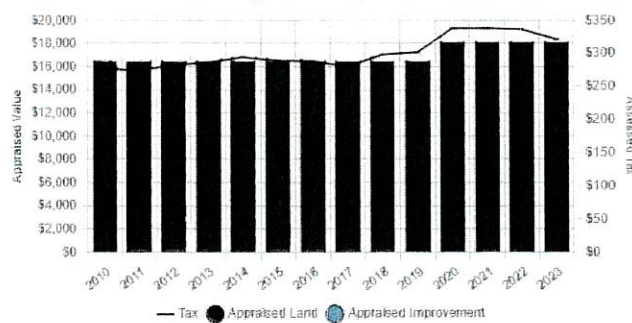
Tax Payer Address

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
3/4/2018	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
AGREAGE	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

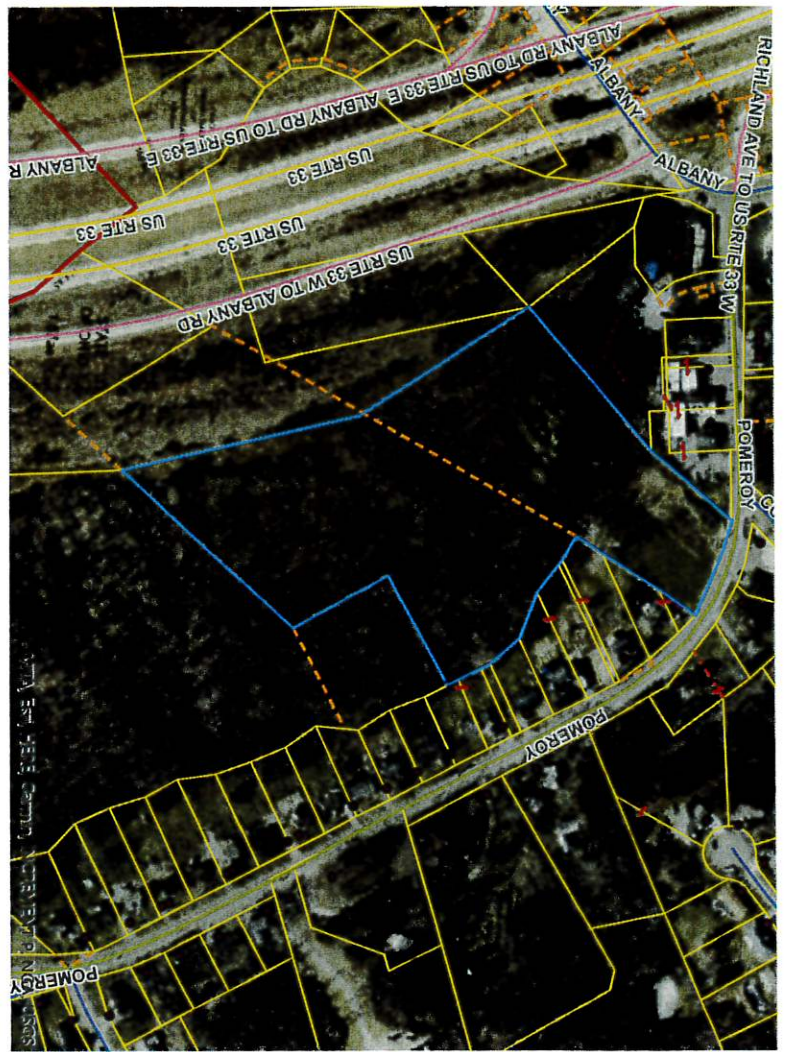
Payment Date	Amount
3/19/2024	\$322.12
3/9/2023	\$337.08
3/24/2022	\$338.66
3/29/2021	\$338.18
2/28/2020	\$302.60
2/22/2019	\$298.76
2/20/2018	\$280.84
2/15/2017	\$289.02
3/18/2016	\$290.16
4/1/2015	\$295.36
3/26/2014	\$287.26
3/26/2013	\$282.98
2/24/2012	\$264.88
1/14/2012	\$10.00
3/3/2011	\$277.88
2/16/2010	\$274.10
2/25/2009	\$271.86

Tax Distribution

No Tax Distribution Records Found.

Special Assessments

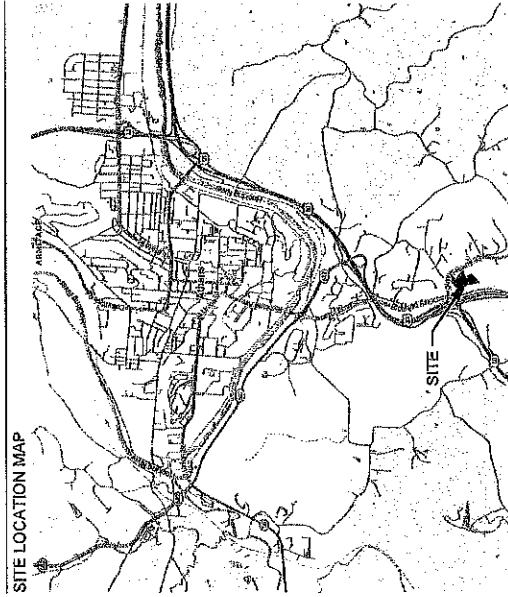
No Special Assessment Records Found.



POMEROY LANDING

0 POMEROY RD,
ATHENS, OH 45701

NOVEMBER 1, 2024



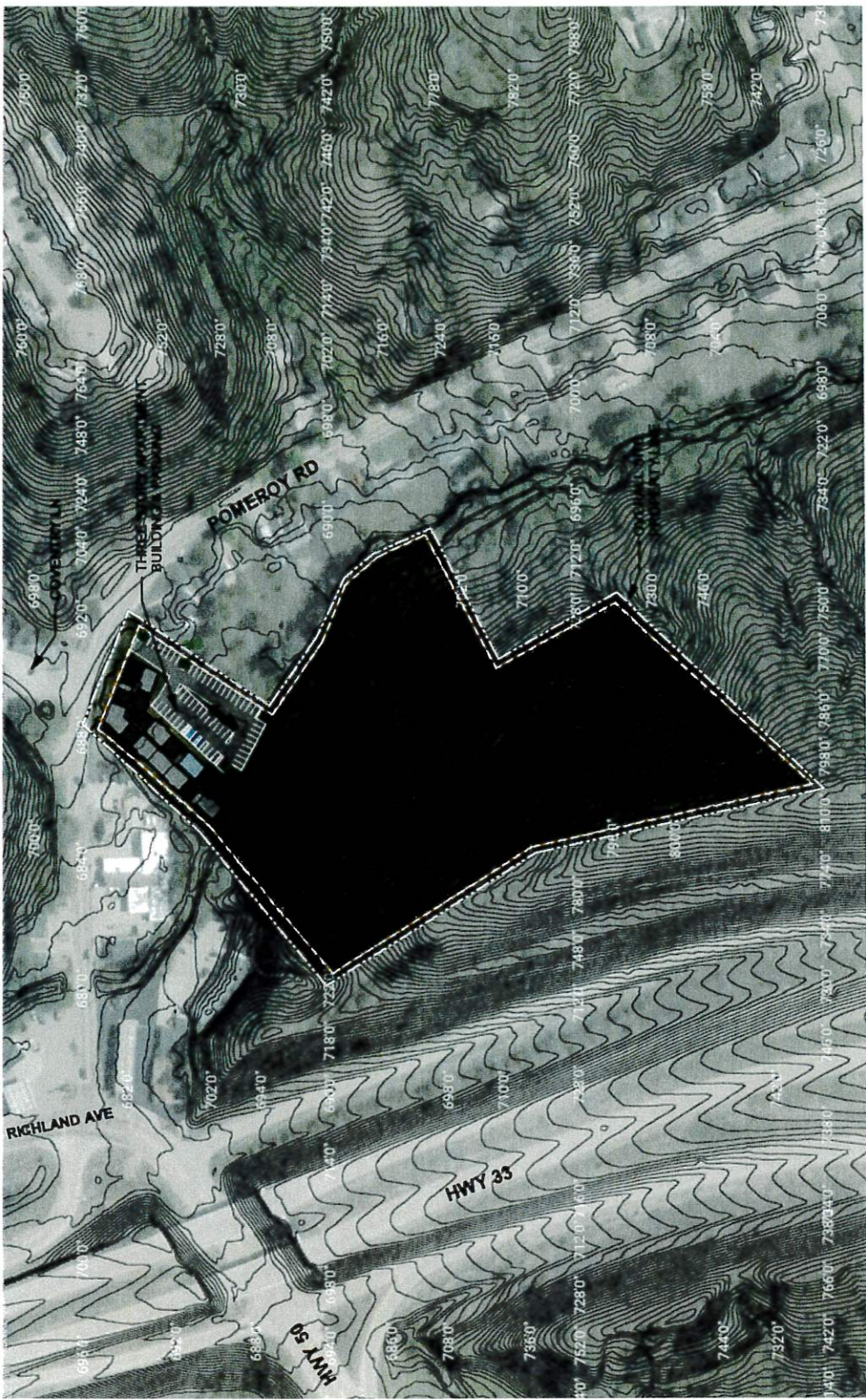
Red/Architecture

655 W. NATIONWIDE BLVD, SUITE B
REDARCHITECTURE.COM

COLUMBUS, OHIO 43215
614.457.3775

TF0.00

SD1005



SITE SUMMARY	
ACREAGE	DUI/AC
8.273	6.04
PARKING PROVIDED	PARKING / DU
55	1.1

This feasibility study site plan was prepared for the zoning application review in the City of Athens, Ohio for the proposed multi-family planned development. The 8.273 acre site is a combination of four parcels including A029200002900, A02920000281, A0291700004500, & A029200003000.

The multi-family building is a three-story corridor apartment building equipped with an elevator and two egress stairwells. The 3D representation on subsequent sheets depict the massing of the buildings. The architectural qualities such as roof style, siding materials, and other features are not represented. A schematic conceptual rendering has been provided.

The Site, of which is mostly hilly with grades over 25% provides a flat area along Pomeroy Road where the proposed development is located. The site design aligns the building along the northern and western property line in an obtuse "L" shape and that fronts Pomeroy Road. The building and parking setbacks are taken into consideration including a 25'-0" front setback and a 8' one side and 20' both side yard setback. The minimum 8'-0" setback is located along the eastern property line adjacent to the existing single family house. The drive entrance to the site is also along the eastern property line. A landscape screening buffer will be provided for privacy and parking screening. The internal parking layout provides a continuous loop for circulation with no dead ends and provides a center island for the maintenance shed. The building is positioned as to stay clear of an existing culvert on the western side of the property and the watershed at the base of the hill at the rear of the development. Further building refinement and grading will take place at a later design phase. It is anticipated that some grading will be necessary to reshape the swale at the rear of the development.



Red/Architecture
589 W. NATIONWIDE BLVD. SUITE B COLUMBUS, OHIO 43215
REDARCHITECTURE.COM 614-487-8770

PROPOSED SITE PLAN
1
TF1.01
N.T.S.

POMEROY LANDING
0 POMEROY RD.,
ATHENS, OH 45701

TF1.01
SDJ006
NOVEMBER 1, 2024

DWELLING UNIT SUMMARY

50 TOTAL UNITS

ONE BEDROOMS
695 SF - 800 SF

18 DU
(36%)

TWO BEDROOMS
795 SF - 900 SF

26 DU
(52%)

THREE BEDROOMS
995 SF - 1,115 SF

6 DU
(12%)

Dwelling units stack three stories high. Refer to the site plan diagram. 2 BR stack above interior amenity space. The total area of the units may change but will stay within the listed range above. Contour lines are provided at 2'-0" increments.

AREA SUMMARY

UNIT NRSF
41,875

COMMON & CIRCULATION AREA
7,950

TOTAL COMBINE BUILDING AREA (ALL FLOORS)
49,825

EFFICIENCY
84%

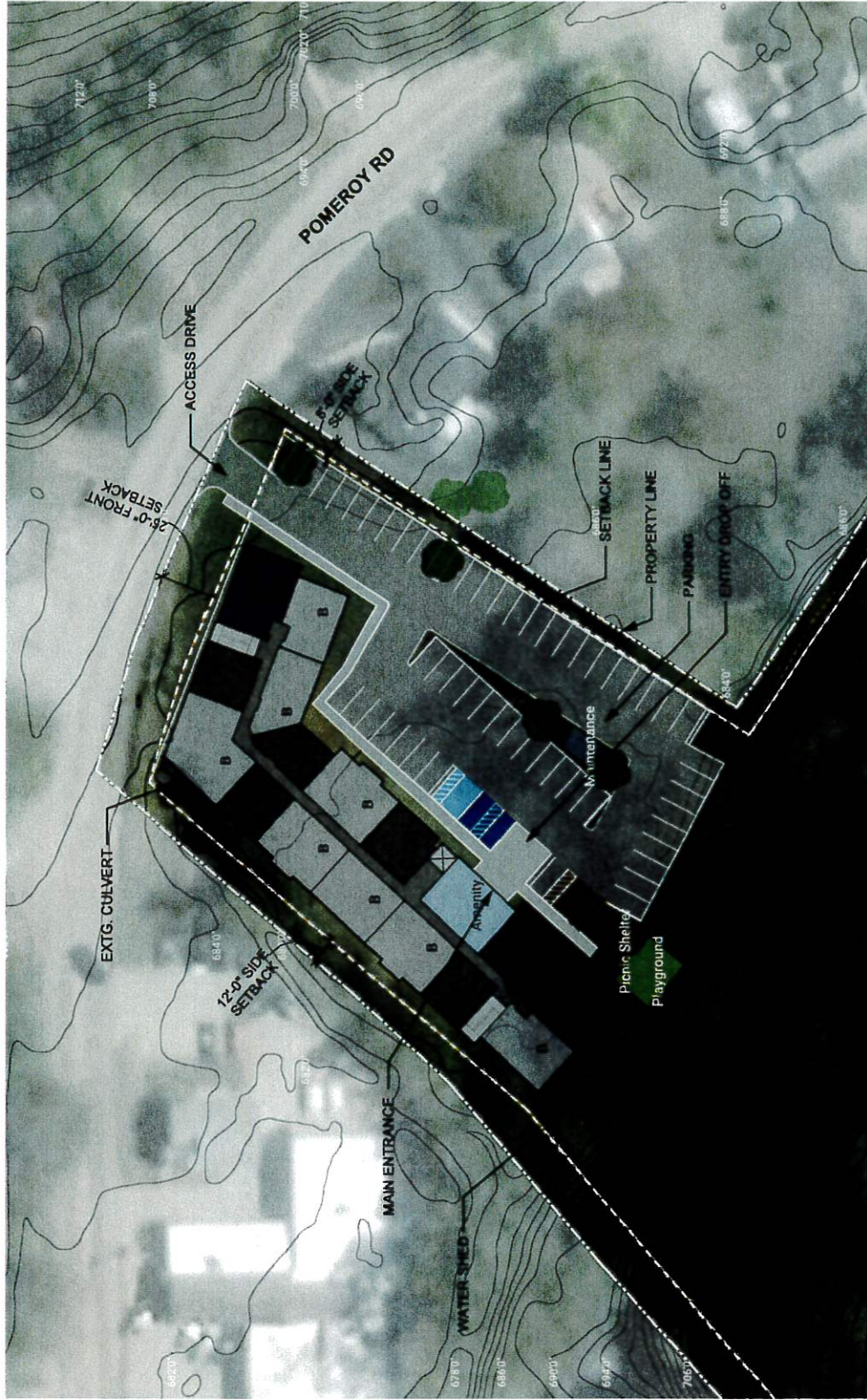
Resident amenities include picnic shelter and playground, a community building with an exercise room, mail room, management office, supportive services office, maintenance office, maintenance shed. A trash enclosure will be located in an efficient and inconspicuous location



Red/Architecture

599 W. NATIONWIDE BLVD. SUITE B
COLUMBUS, OHIO 43215
REDARCHITECTURE.COM
614.487.5770

0 POMEROY RD.,
ATHENS, OH 45701



1
TF1.02

N.T.S.

ENLARGED SITE PLAN

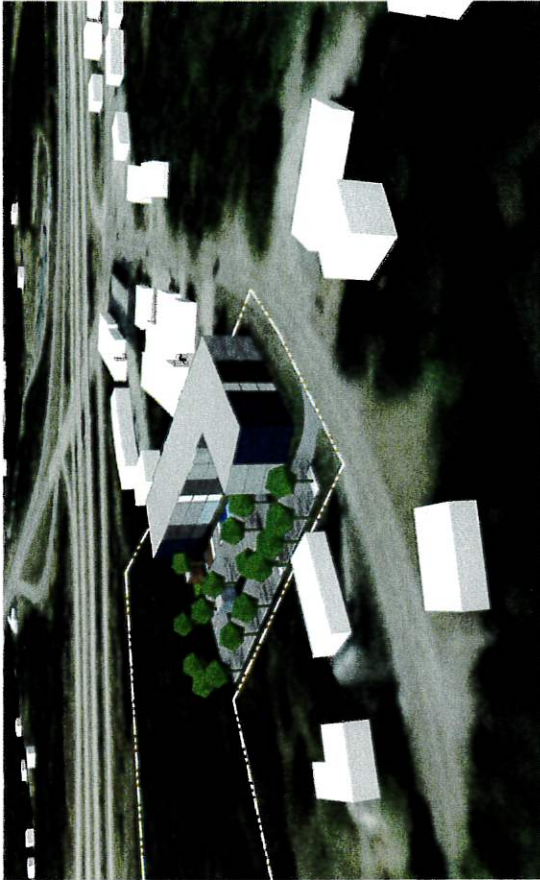
POMEROY LANDING

TF1.02

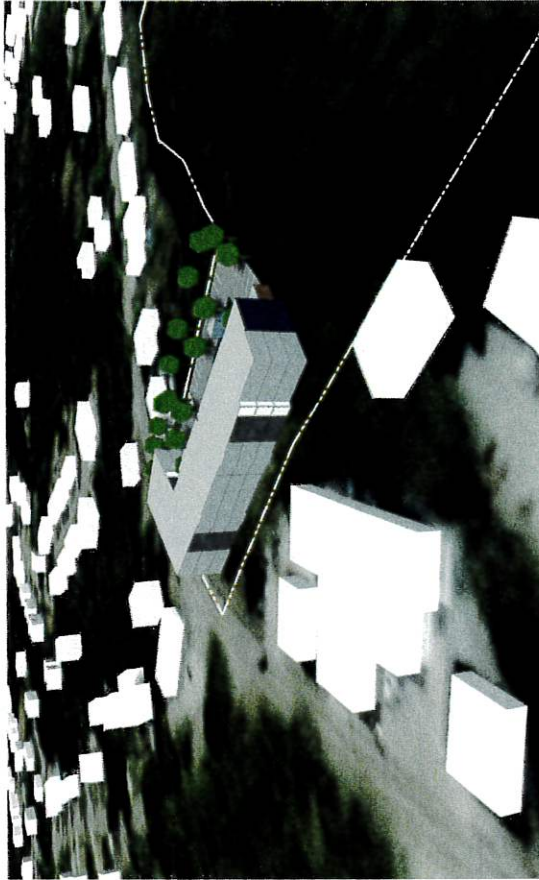
SDJ006

NOVEMBER 1, 2024

VIEW FROM THE EAST



VIEW FROM THE WEST



Red/Architecture

585 W. NATIONWIDE BLVD. SUITE B
REDARCHITECTURE.COM

COLUMBUS, OHIO 43215
614-467-8770

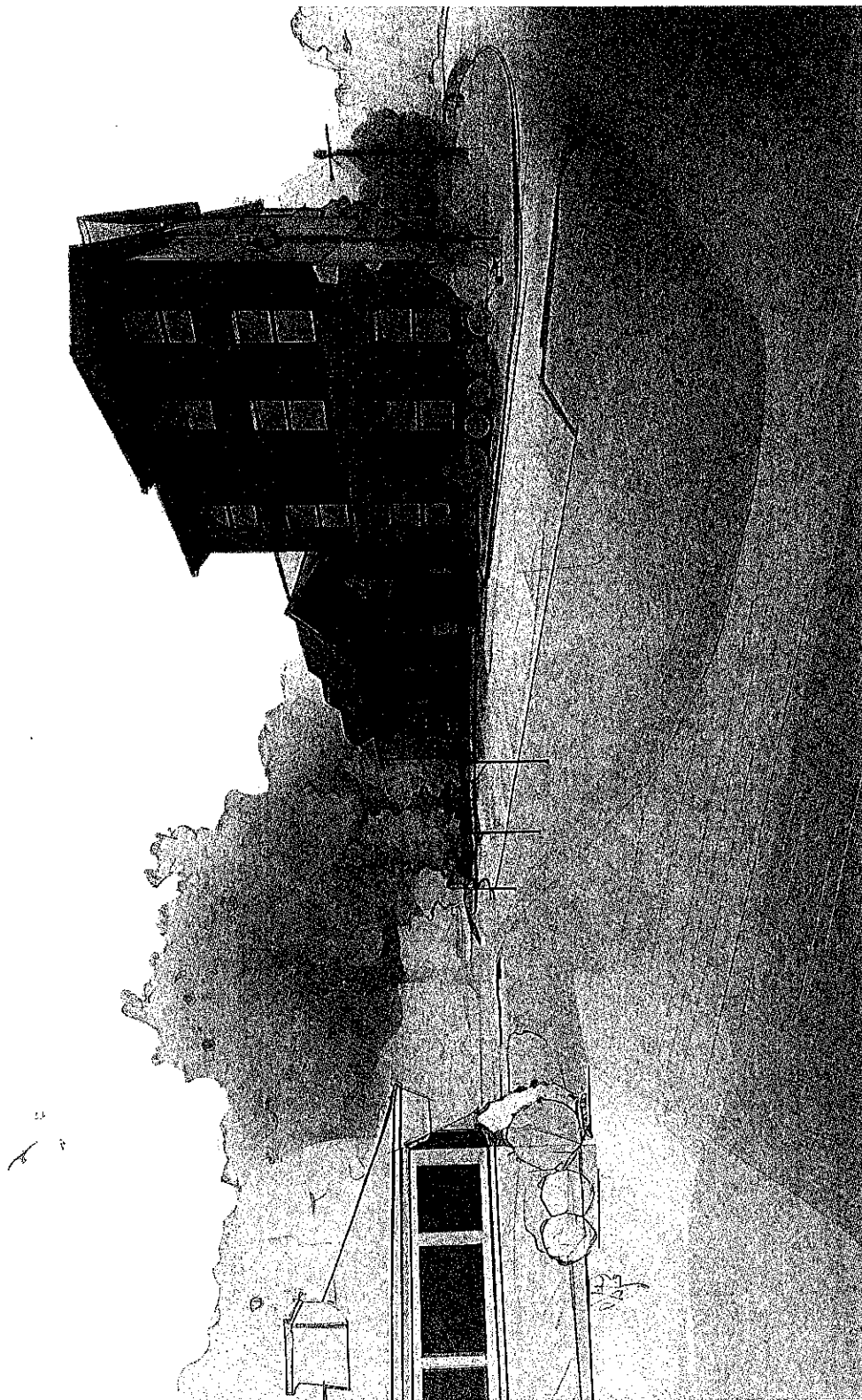
POMEROY LANDING

0 POMEROY RD.
ATHENS, OH 45701

TF1.03

SDIC06

NOVEMBER 1, 2024



Red/Architecture

550 W. NATIONWIDE BLVD, SUITE B
REDArchitecture.COM

0 POMEROY RD,
ATHENS, OH 45701

COLUMBUS, OHIO 43215
614.487.6770

POMEROY LANDING

TF1.04

SD1006

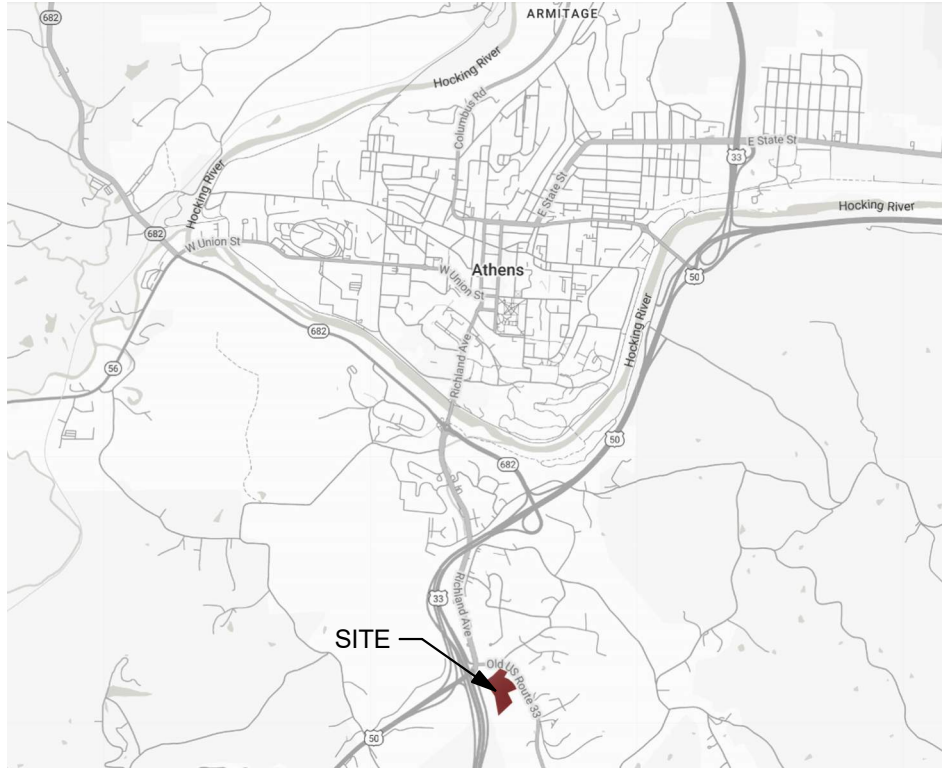
NOVEMBER 1, 2024

POMEROY LANDING

0 POMEROY RD,
ATHENS, OH 45701

NOVEMBER 1, 2024

SITE LOCATION MAP



SITE SUMMARY	
ACREAGE	DU/AC
8.273	6.04
PARKING PROVIDED	PARKING / DU
55	1.1

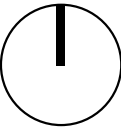
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Red/Architecture



1
TF1.01

PROPOSED SITE PLAN

N.T.S.

POMEROY LANDING

0 POMEROY RD,
ATHENS, OH 45701

TF1.01

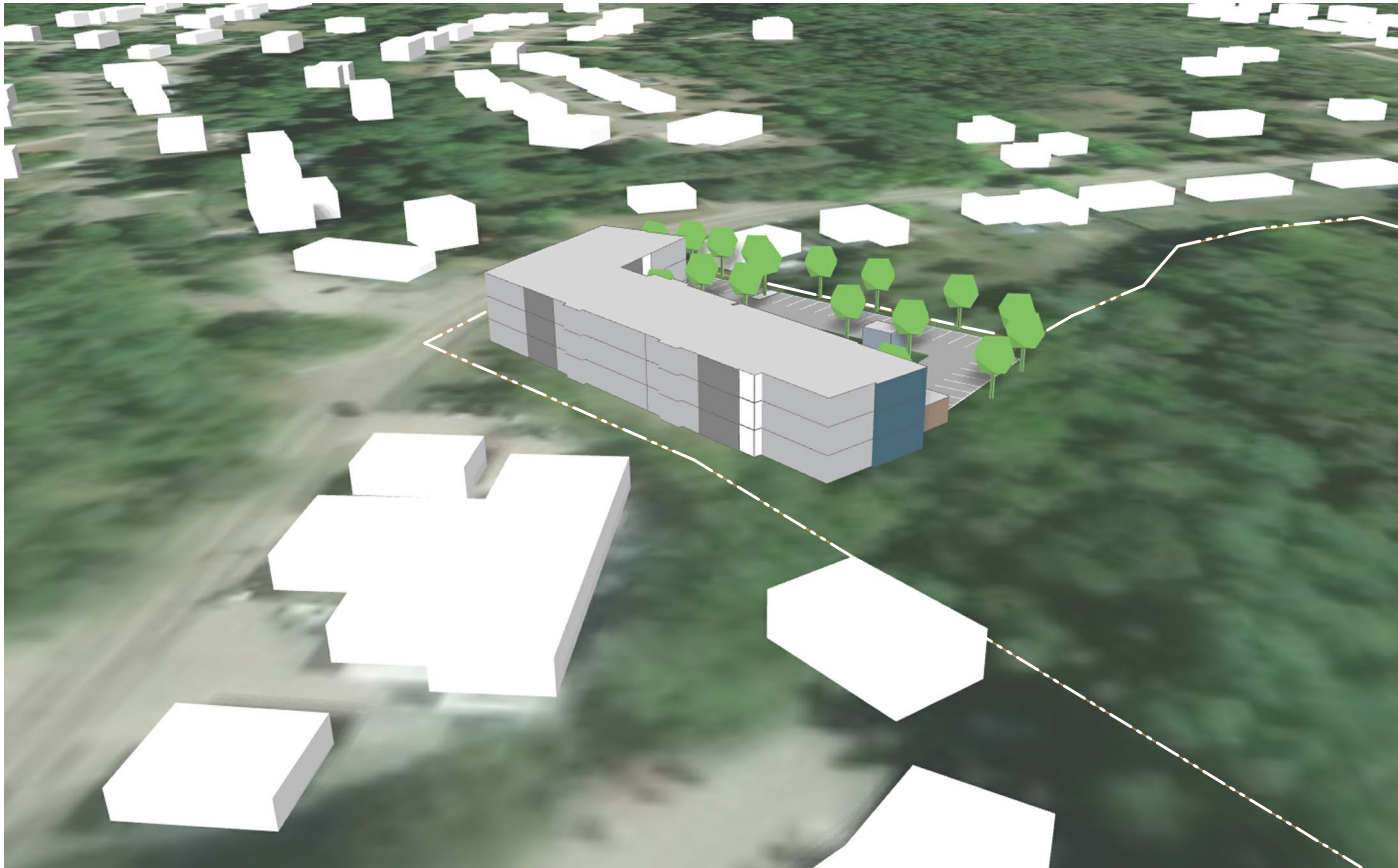
SDI006

NOVEMBER 1, 2024
Page 31 of 74

VIEW FROM THE EAST



VIEW FROM THE WEST



Red/Architecture

POMEROY LANDING





APPLICATION for ZONE CHANGE

CITY OF ATHENS, OHIO
ATHENS CITY CODE TITLE 23.09

(For Office Use Only)

Permit # 2C24-000004

Date Rec'd 12/11/2024

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..."

Applicant Signature: [Signature] Date: 12/10/2024

Owner Signature: [Signature] Date: 12/10/24

For Official Use Only

1. Code Enforcement Admin:

Comments: _____

Signature [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 B

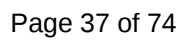
Full List of Adjacent Property Owners

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



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 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 11/08/24 5:05 PM EST RLY-TPYI-AEDH-JHAN
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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

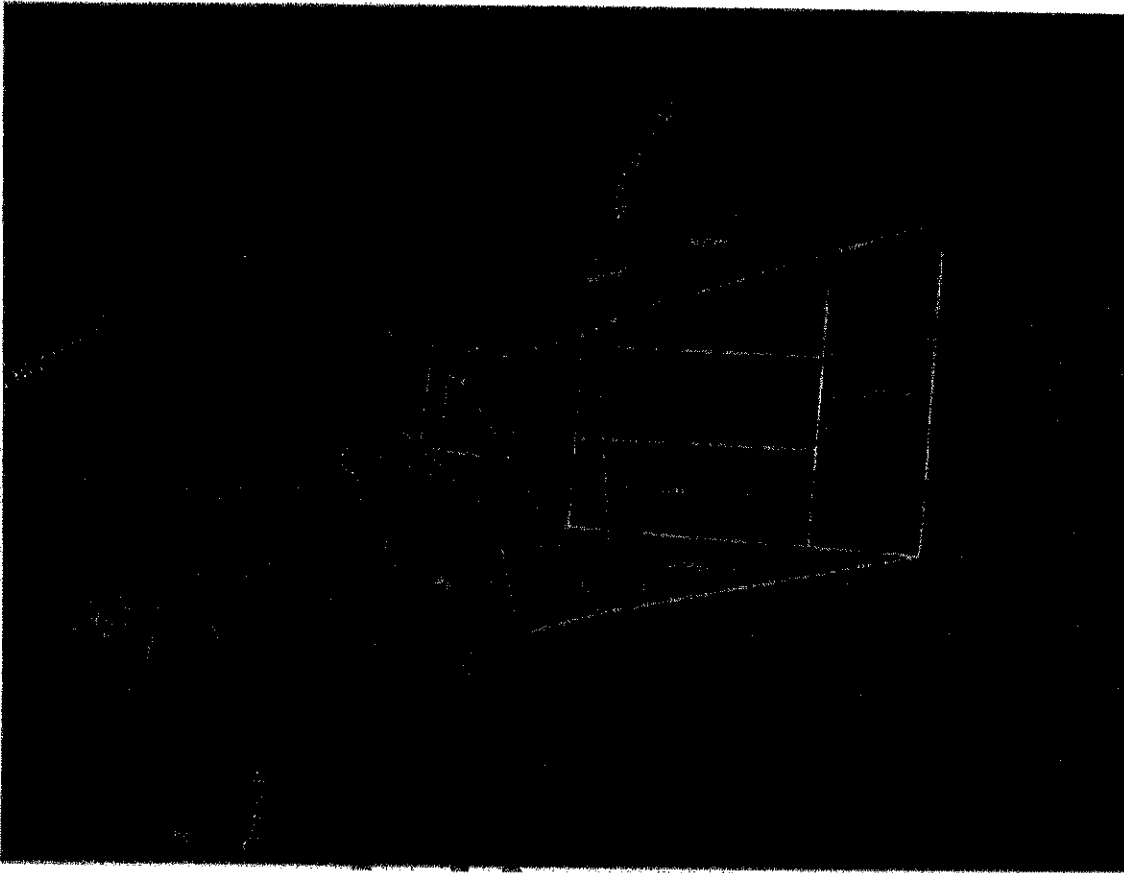


EXHIBIT B

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		• on • on • on •
Inspection Period Extension Deposit (1/2)			Upon deposit
Inspection Period Extension Deposit (2/2)			Upon deposit
Closing Extension			Upon deposit

Appendix E

A029040001600

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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County Auditor
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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County Auditor
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

IMPROVEMENTS

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

A029040002000

11/13/2024



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County Auditor
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
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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



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County Auditor
Athens County, Ohio
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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

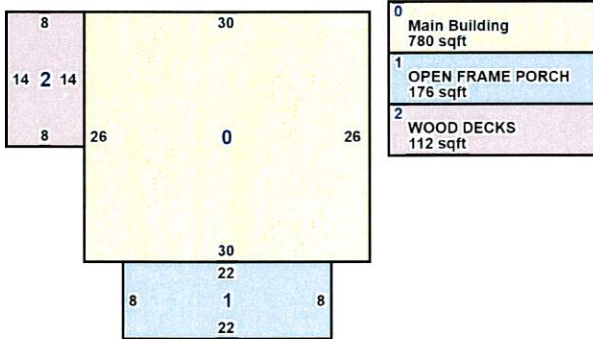
A029040002300

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	ACREAGES	SQFT	VALUE
FRONT FOOT Building Site	73	181	0.303	13,213	\$20,900.00

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

A029040002400

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 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

IMPROVEMENTS

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

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.

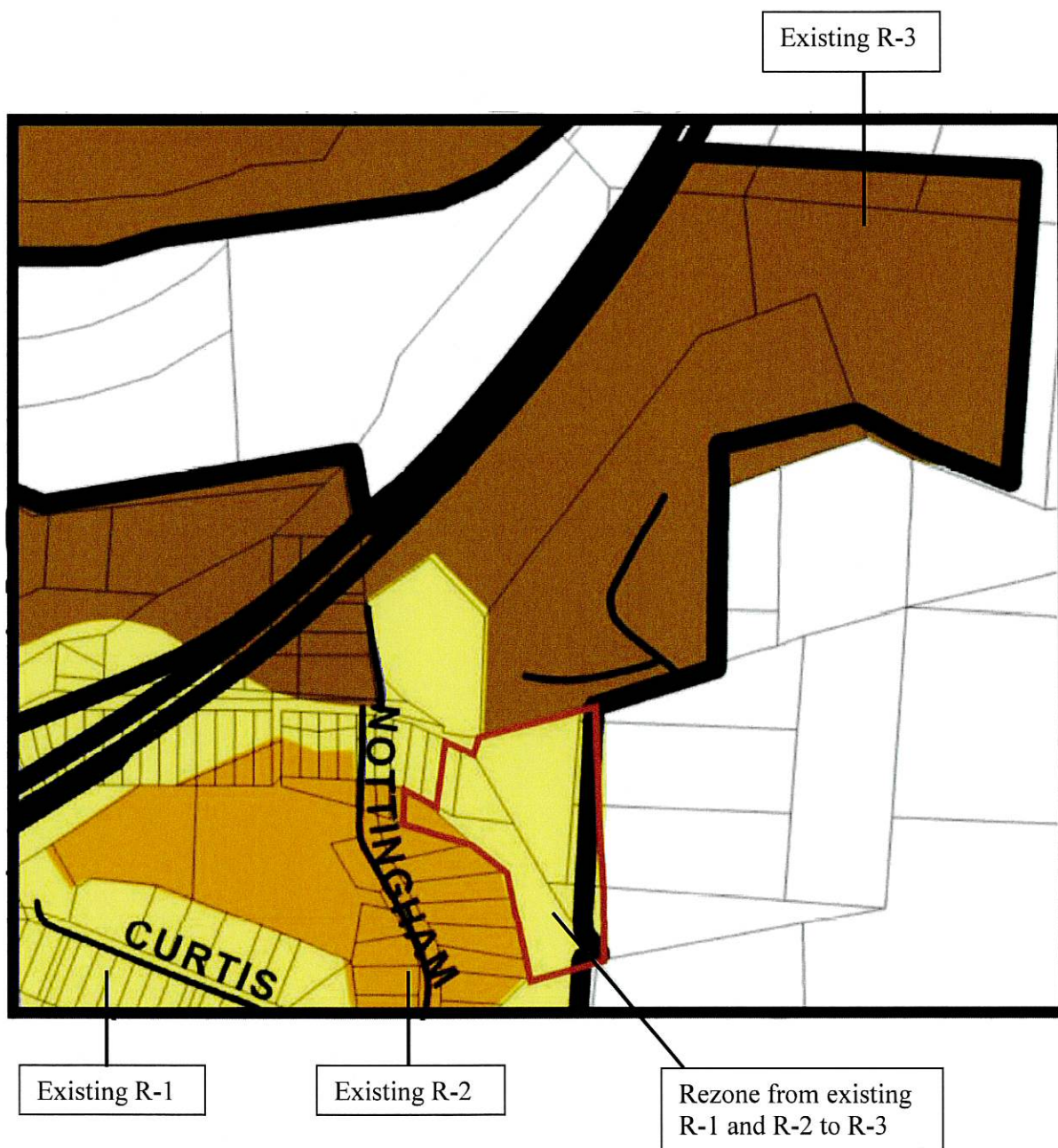
President of Council

ATTEST:

APPROVED:

Clerk of Council

Mayor



Chapter 23.09. Zone Changes and Regulation Amendments

23.09.01. Procedure for amendment or zone changes.

This chapter may be amended using the procedures specified below.

23.09.02. General.

Whenever the public necessity, convenience, general welfare or good zoning practices require, city council may by ordinance, after receipt of recommendation thereon from the **PLANNING** commission and subject to procedures provided by law, amend, supplement, change, or repeal the regulations, restrictions, and boundaries or classification of property.

23.09.03. Initiation of zoning amendments.

Amendments to the zoning code **OR ZONING MAP SHALL** ~~may~~ be initiated in one of the following ways:

- (A) By the adoption of a motion by the **PLANNING** commission.
- (B) By the adoption of a resolution by city council.
- (C) By the filing of an application with the **PLANNING** commission by at least one owner or lessee of property within the area proposed to be changed or affected by said amendment.

23.09.04. Contents of application for zoning map amendment.

Applications for amendments to the official zoning map adopted as part of this chapter shall contain at least the following information:

- (A) The name, address, and phone number of the applicant.
- (B) The proposed amending ordinance, approved as to form by the city law director.
- (C) A statement of the reason(s) for the proposed amendment.
- (D) Present use.
- (E) Present zone.
- (F) Proposed use.
- (G) Proposed zone.
- (H) A vicinity map at a scale approved by the zoning administrator showing property lines, thoroughfares, existing and proposed zoning, and such other items as the zoning administrator may require.
- (I) A list of all property owners and their mailing addresses who are within, contiguous to, or directly across the street from the parcel(s) proposed to be re-zoned and others that may have a substantial interest in the case, except that addresses need not be included where more than ten parcels are to be re-zoned.
- (J) A statement on the ways in which the proposed amendment relates to the comprehensive plan.
- (K) A fee as established by ordinance.

23.09.05. Contents of application for zoning text amendment.

Applications for amendments proposing to change, supplement, amend, or repeal any portion(s) of the zoning code, other than the official zoning map, shall contain at least the following information:

- (A) The name, address, and phone number of the applicant.
- (B) The proposed amending ordinance, approved as to form by the city law director.
- (C) A statement of the reason(s) for the proposed amendment.
- (D) A statement explaining the ways in which the proposed amendment relates to the comprehensive plan.
- (E) A fee is established by ordinance.

~~A resolution of city council meets the requirements of this section.~~

23.09.06. TransmiSSIONtted to PLANNING commission AND PUBLIC NOTIFICATION.

Immediately after the adoption of a resolution by the city council or the filing of an application by at least one owner or lessee of property, said resolution or application shall be transmitted to the commission. ~~UPON RECEIPT OF THE REZONING REQUEST APPLICATION, PLANNING COMMISSION SHALL CAUSE A PUBLIC NOTIFICATION ZONING CHANGE REQUEST SIGN TO BE PLACED ON THE SUBJECT PROPERTY THAT IS CLEARLY VISIBLE FROM THE PUBLIC STREET. SUCH SIGN SHALL BE PLACED 14-DAYS PRIOR TO THE PLANNING COMMISSION'S RECOMMENDATION MEETING. THE SIGN SHALL BE A MINIMUM OF 150 SQUARE INCHES AND SHALL INCLUDE THE SUBJECT PROPERTY'S CURRENT AND PROPOSED ZONING AS WELL AS THE TIME, DATE AND LOCATION OF THE PLANNING COMMISSION ZONING CHANGE REQUEST MEETING.~~

23.09.07. Recommendation by PLANNING commission.

Within 60 days from the receipt of the proposed amendment, the PLANNING commission shall transmit its recommendation to the city council. ~~If the commission determines that a public hearing is appropriate then this period may be extended to 90 days. Notice of the public hearing shall follow the same requirements as Section 23.09.08:~~ The PLANNING commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment as requested, or it may recommend that the amendment be denied. The written decision of the PLANNING commission shall indicate the specific reason(s) upon which the recommendation is based, to include the basis for its determination that the proposed amendment is or is not consistent with the city comprehensive plan.

- (A) A resolution from city council may specify a longer period for consideration by the PLANNING commission. Failure of the PLANNING commission to make recommendations on a city council resolution within 60 days or the time specified in the resolution (whichever is longer) shall constitute approval of the proposed amendment. The PLANNING commission may request an additional period of time for its deliberations.

23.09.08. Public hearing by city council.

Upon receipt of the recommendation from the PLANNING commission, or the expiration of the time period noted above, city council shall schedule a public hearing.

23.09.09. Notice of public hearing in newspaper.

Notice of the public hearing required in Section 23.09.09 shall be given by city council by at least one publication in one or more newspapers of general circulation in the city. Said notice shall be published at least 30 days before the date of the required hearing. The published notice shall set forth the time and place of the public hearing and a summary of the proposed amendment.

23.09.10. Notice of property owners by city council.

If the proposed amendment intends to re-zone ten or fewer parcels of land, as listed on the tax duplicate, written notice of the hearing shall be mailed by the clerk of council, by first class mail, at least 20 days before the day of the public hearing to all owners of property within, contiguous to, and directly across the street from such area proposed to be re-zoned to the address of such owners appearing on the county auditor's current tax list or the treasurer's mailing list, and to such other list or lists that may be specified by city council. The failure to deliver the notification as provided in this section shall not invalidate any such amendment. The notice shall contain the same information as required of notices published in newspapers as specified in Section 23.09.09.

23.09.11. Council, final action.

Following such hearing and after reviewing the recommendations of the planning commission thereon, the city council shall consider such recommendations and vote on the passage of the proposed classification or reclassification of the zoning map or the proposed changes of the zoning code. No classification, reclassification, or change shall take effect without the concurrence of at least a majority of the full membership of city council. Any amendment to such proposed classification, reclassification, or change which differs from or departs from the recommendations submitted by the commission must be approved by not less than three-fourths of the full members of city council.