AGENDA
ATHENS PLANNING COMMISSION
WEDNESDAY, MARCH 19, 2025 AT 11:30 AM

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

Establish Quorum

Disposition of Minutes:

- February 19, 2025

Cases

Communications

- Zone Change Request/111 Hooper Street
- Ohio University Golf and Tennis Center Parking Lot Expansion
- Title 41 Application/Blackburn Landing, Spire Development

Reports

Opportunity for citizens to speak about items not covered on agenda

Announcements & Other Business:

- Letter regarding Cornerstone at Eclipse Run/ 53 Johnson Road, The Plains
- Next Meeting: April 2, 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, February 19, 2025, 11:30 a.m.

A regular meeting of the Athens City Planning Commission was held in City Council Chambers, third floor of City Hall, on February 19, 2025.

Attendees: David Baird, Matthew O'Rourke, and Martin Spink all from Structurepoint, Alan Swank, Robert Delach, and Rhonda Riley

1.Call to Order Chair John Kotowski called the meeting to order at 11:30 a.m. and administered the oath to those in the audience intending to speak before the Commission. Four members were present, constituting a quorum.

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:

- Lance Allison, Assistant Director to Code Enforcement– Present
- Meghan Jennings, City Planner – Present

2. Disposition of Minutes The minutes from the February 5, 2025 meeting were reviewed. A correction was made: "Ream Street" should be changed to "Ring Street" (R I N G) on the bottom of the third page.
Motion to approve the minutes as amended was made by Mr. Stone, seconded by Mr. Phillips. The motion passed unanimously.

3. Cases There were no cases presented at this meeting.

4. Communications

American Struturepoint's report on the public input they have received thus far on the Neighborhood Corridor Overlay Zone:
David Baird from American Structurepoint proceeded with a PowerPoint presentation on the Neighborhood Corridor Overlay Zone and the Stimson Avenue corridor plan. An overlay zone, being modifications to zoning regulations to better fit the needs of the community in strategic locations. The Stimson Avenue corridor plan, a federally funded project, aimed to

enhance walkability and address land-use issues, promoting small-scale commercial corridors.

- **Community Engagement:**
  - The planning process included community sessions with leaders, business owners, and city staff. In-person sessions featured input from local business figures such as Christine Hughes of Village Bakery, Art Oestrike of Jackie O's, Kate Stotts of Prokos Rentals, Ben Ziff of HAPCAP, City Council member Alan Swank, and Leslie Schaller of CASA and ACE Net.
  - Virtual sessions will be scheduled with Peter Kotses of Athens Bike and Sara Quioa of Cool Digs
  - A community survey was made available, with a focus on overlay districts and clarifying terms.
- **Concerns:**
  - A major concern raised was the difficulty businesses face due to parking requirements. Reducing parking requirements was identified as a balancing act between supporting businesses and accommodating residents.
  - Another major concern was the local businesses and recent business closures.
  - Legally, the city cannot ban chain restaurants.
  - Redevelopment can benefit local businesses because older buildings may not fit the pro forma requirements of chain businesses.
- **Goals:**
  - There is a desire to prioritize multi-modal transportation- pedestrians, cyclists, etc.
  - Implementing proposed policy changes in a plan through specific zoning ordinance amendments.
  - The future vision for Stimson Avenue includes mixed-use developments, focusing on creating housing for young professionals, without turning the area into a student corridor.
  - Implementing code changes to accommodate the redevelopment of local businesses.

Discussion:

- **Mr. Kotowski** stated the parking situation is a double-edged sword because the city was developed before the automobile was widely used. Organizations like HAPCAP are doing a good job trying to make the city more multi-modal but there are still challenges. Questioning how to encourage more pedestrian movement throughout the community.
- **Mr. Baird** stated that public engagement would help them understand what code changes need to be made to tailor the corridor to the public's needs and wants.

- **Ms. Knisely** stated Athens is one of the most walkable cities in the state as well as nationally. Also questioned if the local groups could give some incite on the needs of local businesses, including the 21 new businesses.
- **Mr. Stone** asked Mr. Baird to confirm if the tension he's hearing from stakeholders and business owners are the possibility of off-street parking requirements being shrunk or removed in order to support smaller lots fronting on a parcel along an arterial.
- **Mr. Baird** confirmed. He would like to hear from residents that live by the corridors and what their thoughts are on the possibility of reduced parking requirements. Each community is different.
- **Mr. Kotowski** asked if he has worked on other projects in college towns and if there are varying opinions still on reduced parking requirements.
- **Mr. O'Rourke** shared his experience working on projects in places like Manhattan, Kansas, and Greencastle, Indiana, where similar issues with parking and mixed-use developments arose. In these areas, commuters struggle to find parking, especially around downtown areas. In Greencastle, DePauw University faces difficulties attracting professors due to lack of housing options and is considering mixed-use developments to address these issues. He highlighted that solutions vary by location but emphasizes the importance of creating a regulatory environment to encourage private property owners to invest in walkability and development. He clarified that proposed changes focus on private development, not public infrastructure, and stressed that the goal is to foster a supportive environment for private investment, not add public sidewalk improvements.

Code Audit Update:
There is an ongoing review to improve the clarity and user-friendliness of the zoning code to address issues such as inconsistent application and interpretation.

- **Next Steps:**
    - An annotated outline for the code audit has been created.
    - A land use matrix will be provided to help landowners and business owners better understand zoning regulations.
    - Community engagement will continue as the code audit progresses.
    - Present the findings of the Code Audit to Planning Commission

Public Comment: Peter Kotses' Statement Read by Alan Swank
A statement was read on behalf of Peter Kotses, an Athens business owner and former council member, who could not attend the meeting. Kotses expressed concern over the lack of information provided regarding the Neighborhood Corridor Overlay zone planning process and dissatisfaction with the scheduling of stakeholder meetings. He requested more engagement and detailed responses from the administration.

Administration's Response:

- **Ms. Jennings** explained that she initially contacted him about the stakeholder sessions and was informed of his schedule conflict on the 18th. In response, a virtual session was offered, but coordinating schedules with American Structurepoint has been challenging. Ms. Jennings reassured that the virtual session will still be scheduled and will count as public input for the overlay zone considerations. Additionally, Ms. Jennings mentions that Mr. Kotses has emailed with questions, and she has responded to him in detail each time to the best of her ability.
- **Mr. Stone**, from the mayor's administration, responded by expressing his and the administration's commitment to open communication and working closely with community members. He emphasized the willingness to engage with Kotses or any other concerned individuals at any time.

Public Comment: Rob Delach

Rob Delach, Chair of the Board of Zoning Appeals, expressed concerns about the failure of B3 zoning, citing examples such as the Sonic building and the redevelopment of a business on Stimson Avenue. Delach encouraged the Planning Commission to re-evaluate B3 zoning and continue gathering feedback for the code audit.

5. Reports There were no reports from Meghan Jennings/ City Planner or Lance Allison/Assistant Director in Code Enforcement

6. Announcements and Other Business

Mr. Stone Started a Discussion on Zoning in the Vicinity of Second Street, Columbus Road, and Lancaster Street Intersection (Map Attached):

- The Planning Commission was asked to consider zoning adjustments in the area due to several instances of current zoning not aligning with actual land use.
- The former fire station headquarters are under consideration for repurposing. A business has expressed interest in leasing it for a woodworking shop.
- The city would need to transfer ownership of the building to the Athens Community Improvements Corporation, which would then lease it to the business.
- The property is currently zoned as R3, which does not support the proposed use.
- Additional properties in the same area with zoning misalignment include:
    - Ohio Valley Children's Museum (currently R3)
    - Former Highway Patrol Headquarters (currently R1, but used as an administrative building for storing court records)
    - Former Dairy Queen location (zoned B1, which does not permit a drive-thru; this could impact potential business interest)

    - Public Defender's Office (partially zoned R1, partially B1)
    - Auto repair facility at Lancaster Street and Columbus Road (currently B1, which does not allow auto repair facilities)
- The Commission agreed that rather than rezoning individual parcels, a broader zoning reassessment of the entire area should be considered.

Comments from Commission Members:

- The members agreed that addressing zoning issues in advance is a proactive approach.
- Further input will be sought from David, who will assist in evaluating the best course of action.

Ms. Knisely Started a Discussion on Old Pomeroy Road Development Proposal:

- The development proposal was linked to a rezoning ordinance that City Council has tabled.
- Spire Development withdrew their proposal, making further immediate action unnecessary.
- **Alan Swank** stated the proposal faced substantial opposition from the community, with a petition containing 377 signatures, though **Mr. Stone** stated roughly 120-130 signatories were not city residents.
- **Alan Swank** mentioned the Planning Commission had previously recommended a broader zoning reassessment of the area, rather than spot zoning changes.
- **Rhonda Riley** of Farhills Drive stated that some residents were not necessarily opposed to increased housing density but had concerns about the lack of clear information regarding the development.
- **Robert Delach** stated the Board of Zoning Appeals had recommended a reassessment of zoning in that area due to multiple related requests.

Next Meeting: The next regular meeting of the Athens City Planning Commission will be held on March 5, 2025 at 11:30 PM.

7. Adjournment

There being no further business, **Mr. Kotowski** motioned to adjourn the meeting. **Mr. Stone** seconded the motion. The motion was unanimously approved, and the meeting adjourned at 1:15 PM

Minutes prepared by: Monica Flowers, Secretary, Athens City Planning Commission

Lancaster St. & Columbus Rd. Zoning

Map created by Athens City Planner. Data recent as of 2/19/2025.

Zoning

B-1 R-1 R-3

dotloop signature verification: dtlp.us/FgjS-FD2a-YS3y

APPLICATION for ZONE CHANGE

CITY OF ATHENS, OHIO
ATHENS CITY CODE TITLE 23.09

(For Office Use Only)
Permit # ZC25-000001
Date Rec'd 2/24/2025

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 Ventures, LLC Phone # to call when processed (614) 594-8954

Address 1037 Chuck Dawley Boulevard, Suite F-201, Mount Pleasant, SC 29464

Property Owner *(if other than applicant)* Sean White Phone (614) 564-7646

Address 111 Hooper Street, Athens, Ohio 45701

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 on the South Side, where the Plan specifically calls for "more and denser housing."

Applicant Signature: Date: 2/20/25

Owner Signature: Sean White dotloop verified 02/17/25 1:38 PM EST 7VPU-GPLB-TMYB-EAIT Date:

For Official Use Only

1. Code Enforcement Admin:

   Comments: _____

   Signature _____ Date: 2-24-25

   Supporting Documents ☒ Attached ☐ Fee Paid Amount $ 200

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

   Comments: _____

   Signature: _____ Date: _____

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

   Comments: _____

   Signature: _____ Date: _____

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

   Comments: _____

   Signature: _____ Date: _____

5. Planning commission: ☐ Approved ☐ Refused

   Comments: _____

   Signature _____ Date: _____

6. City Council President: ☐ Approved ☐ Refused

   Comments: _____

   Signature _____ Date: _____

Appendix A

Full List of Parcel IDs:

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

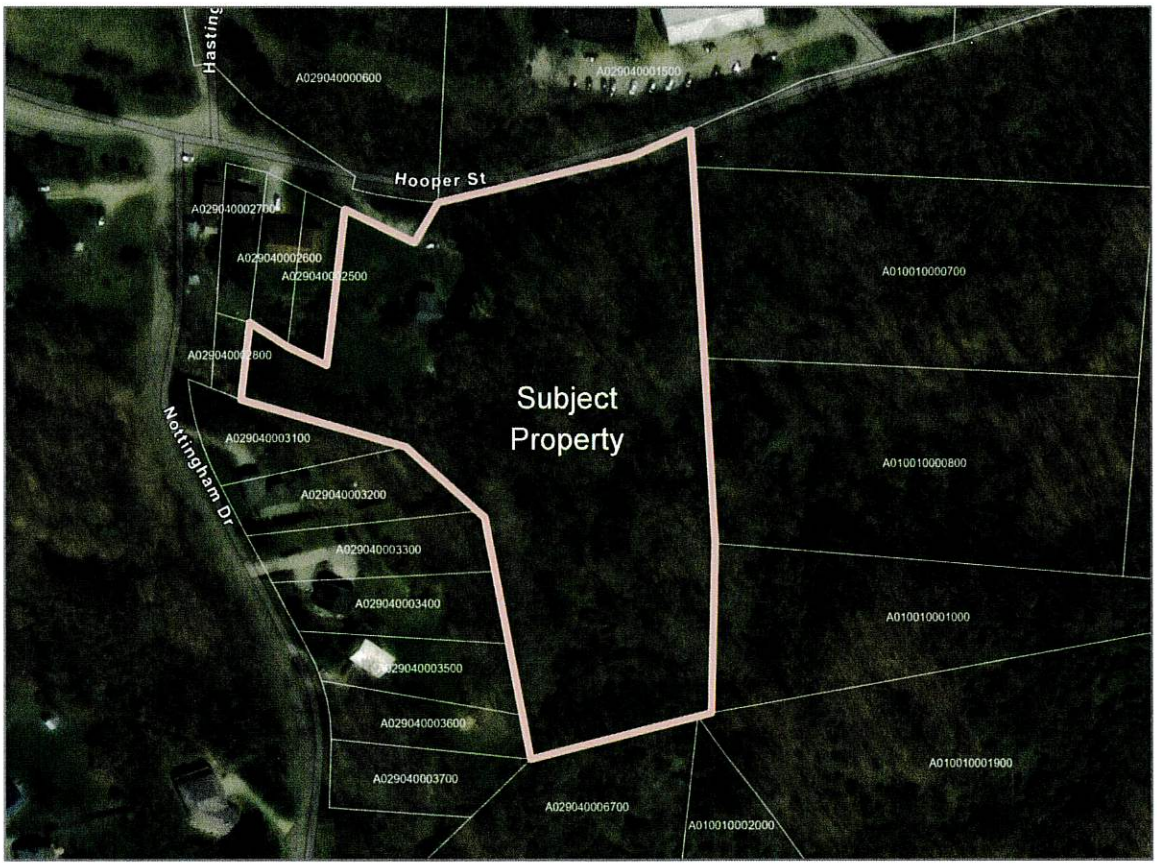
Map of Parcel IDs

Appendix B

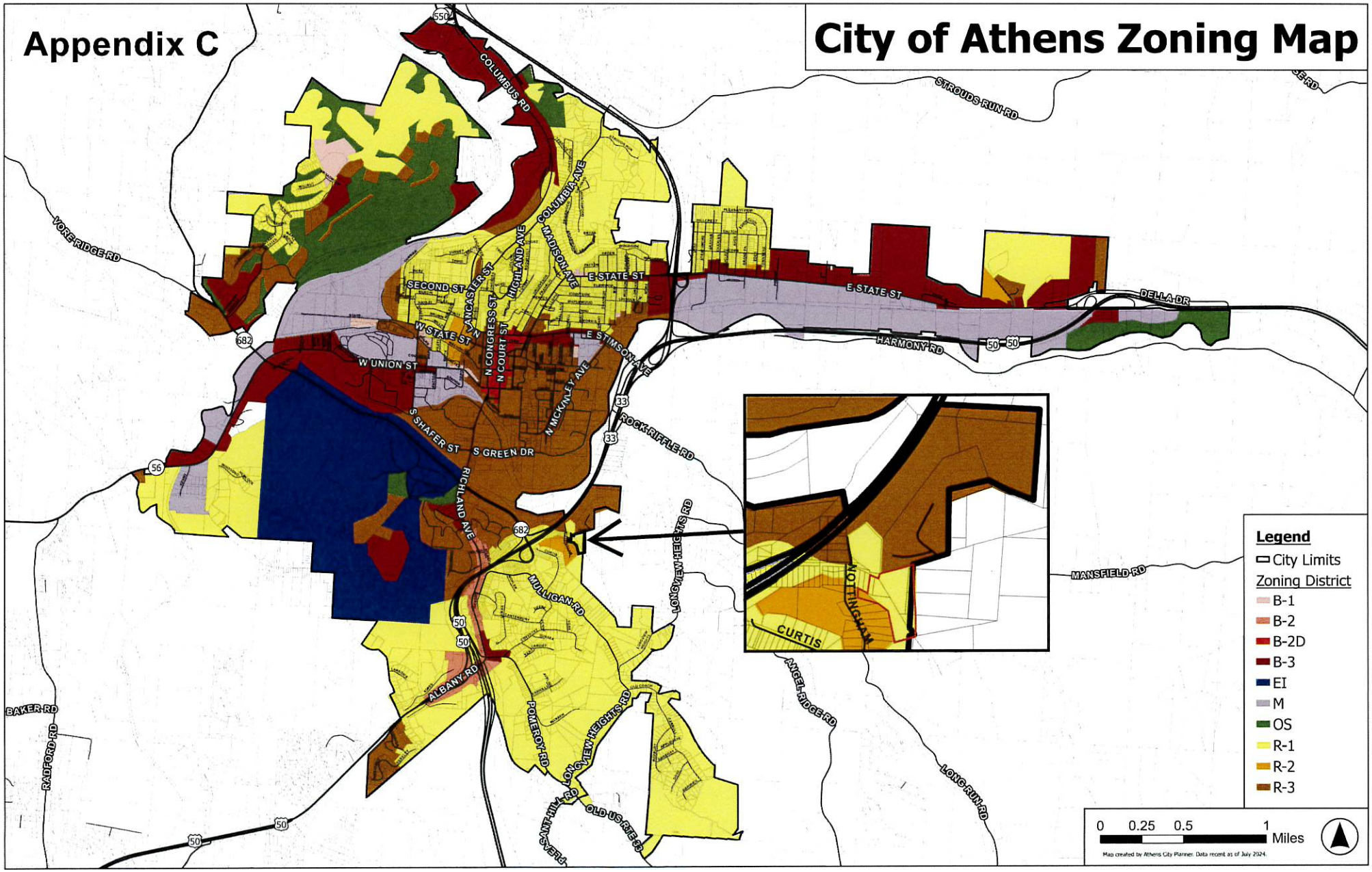
Full List of Adjacent Property Owners

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

Map of Adjacent Property Owners, by Parcel ID



Appendix C


City of Athens Zoning Map
COLUMBUS RD
STROUDS RUN RD
VORE RIDGE RD
COLUMBIA AVE
MADISON AVE
HIGHLAND AVE
LANCASTER ST
N CONGRESS ST
N COURT ST
SECOND ST
E STATE ST
W STATE ST
W UNION ST
E STIMSON AVE
N MCKINLEY AVE
DELLA DR
HARMONY RD
S SHAFER ST
S GREEN DR
RICHLAND AVE
ROCK RIFFLE RD
MULLIGAN RD
LONG HEIGHTS RD
MANSFIELD RD
CURTIS
NOTTINGHAM
ALBANY RD
POMEROY RD
LONG VIEW HEIGHTS RD
OLD US RTE 33
PLEASANT HILL RD
ANGEL RIDGE RD
LONG RUN RD
BAKER RD
RADFORD RD
Legend
City Limits
Zoning District
B-1
B-2
B-2D
B-3
EI
M
OS
R-1
R-2
R-3
0 0.25 0.5 1 Miles
Map created by Athens City Planner. Data recent as of July 2024.

Appendix D

REAL ESTATE PURCHASE AGREEMENT

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

Seller and Buyer agree as follows:

1. SALE OF PROPERTY. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

   1.1. **Real Property**. The real property, including all right, title and interest therein, consisting of approximately 18.45 acres located at or around 138 Hooper Street in the City of Athens, County of Athens, State of Ohio, consisting of Parcel ID numbers A029040002100, A029040001800, A029040002200, A010010000900, A010010000800, A010010000700, A010010001000, A029040001700, A029040001600, A029040002000, A029040002300, A029040002400, and more specifically depicted on Exhibit A (the "Real Property"). The actual legal description of the Real Property shall be established or determined, as applicable, during the Inspection Period (hereinafter defined) based on the Title Evidence (hereinafter defined).

   1.2. **Appurtenances.** All rights, privileges, easements and rights of way appurtenant to the Real Property, including, without limitation, development rights, air rights, and water rights, if any (collectively, "Appurtenances").

   1.3. **Improvements.** All improvements and fixtures, if any, located on the Real Property, including, without limitation, (i) all structures affixed to the Real Property; (ii) all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Real Property; and (iii) all facilities used to provide any services to the Real Property or the structures affixed thereto (collectively, "Improvements"), but excluding those fixtures owned by tenants or other occupants of the Property or vendors of the Improvements, if any.

   1.4. **Personal Property.** [Reserved].

   1.5. **Assumed Contracts.** All rights, title, and interest of Seller in and to the Assumed Contracts (hereinafter defined), if any, in accordance with Section 8 of this Agreement.

1.6. **Intangible Property**. All rights, warranties, guarantees, utility contracts, approvals (governmental or otherwise), permits, certificates of occupancy, surveys, plans and specifications, trademarks or tradenames, copyrights, and any agreements, covenants, or indemnifications that Seller received from a third-party, including any prior owner, and relating to the Real Property, Appurtenances, or Improvements (collectively, "Intangible Property").

2. **PURCHASE PRICE**. The total purchase price for the Property is [redacted] ("Purchase Price"). Buyer shall pay the Purchase Price by cash or wire transfer of immediately available funds at Closing, less (i) the Earnest Money (hereinafter defined), which shall be credited against the Purchase Price, and (ii) any other credits against the Purchase Price that result from the prorations and adjustments provided for in this Agreement.

3. **EARNEST MONEY**. Buyer shall make, as and when required under this Agreement, the following deposits into an escrow account established with Old Republic National Title Company, which company, in its capacity as escrow agent, is the "Escrow Agent" under this Agreement:

3.1. **Initial Earnest Money**. On or before the Effective Date, Buyer shall deposit with Escrow Agent [redacted] (the "Initial Earnest Money"). The Initial Earnest Money shall be released to Seller in accordance with the following:

(a) [redacted] of the Initial Earnest Money shall be released by Escrow Agent to Seller on [redacted].

(b) [redacted] of the Initial Earnest Money shall be released by Escrow Agent to Seller on [redacted].

(c) [redacted] of the Initial Earnest Money shall be released by Escrow Agent to Seller on [redacted].

(d) [redacted] of the Initial Earnest Money shall be released by Escrow Agent to Seller [redacted].

3.2. **Inspection Period Extension Deposits.** For each Inspection Extension option exercised by Buyer pursuant to Section 4.1(d) herein, Buyer shall deposit the following amounts (each an "Inspection Period Extension Deposit" and collectively, the "Inspection Period Extension Deposits") with Escrow Agent, which shall be immediately released to Seller:

(a) For the first Inspection Period Extension, an Extension Deposit of [redacted].

(b) For the second Inspection Period Extension, an Extension Deposit of [redacted].

3.3. **Closing Date Extension Deposit.** If Buyer exercises its Closing Extension option pursuant to Section 5.1(a) herein, Buyer shall deposit [redacted] (the " Closing Extension Deposit", together with the Inspection Period Extension Deposits, individually an "Extension Deposit" and collectively, the "Extension Deposits") with Escrow Agent, which shall be immediately released to Seller.

3.4. **Earnest Money and Closing.** The Initial Earnest Money and any Extension Deposit actually deposited by Buyer (collectively, the "Earnest Money") shall be credited against the Purchase Price at Closing.

3.5. **Earnest Money Refund.** Once released to Seller, any Earnest Money shall be nonrefundable unless a Full Refund Event occurs. A "Full Refund Event" occurs under this Agreement when: (i) Seller is in breach of or defaults under this Agreement, (ii) there is a Title Related Termination, or (iii) there is a Condemnation Termination.

3.6. **Schedule 1.** Schedule 1 details deposits of Earnest Money required by this Agreement and refundability thereof. Schedule 1 is included for convenience only and any discrepancies between the Agreement and Schedule 1 shall be decided in favor of the Agreement.

4. PROPERTY EVALUATION AND BUYER CONTINGENCIES.

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

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

(a) Prior to termination of this Agreement, the Buyer Representatives shall have the right to enter on and pass through the Property to examine, inspect, and test the Property, including, without limitation, investigate all zoning, code and governmental regulation, restrictions, or requirements in place at the Property, conduct environmental site assessments, conduct soil testing and borings, determine flood zone status, and review due diligence (collectively, "Buyer Inspections"). The Buyer Representatives shall at all times comply with any applicable laws and regulations in connection with the Buyer Inspections and Buyer shall maintain insurance in the amounts and types that are customary for buyers of property similar to the Property to obtain with respect to investigations similar to the Buyer Inspections. Buyer agrees to repair and restore any material damage or disturbance that the Buyer Representatives cause to the Property as a result of the Buyer Inspections, other than any damage caused or resulting from any acts or omission of Seller or any pre-existing, dangerous, or defective condition of the Property. During the term of this Agreement, Buyer shall not unreasonably interfere with any then-existing use of the Property.

(b) The Buyer Representatives shall keep the Property free and clear of any liens directly related to the Buyer Inspections. Buyer shall indemnify, defend, and hold Seller harmless from all claims and liabilities asserted against Seller or the Property resulting from (i) any injury or damage to person or property occurring after the Effective Date caused by any act or omission of the Buyer Representatives if the Buyer Representatives were acting on behalf or at the direction of Buyer, or (ii) Buyer's failure to pay any bills, invoices, or other charges related to the Buyer Inspections.

(c) If Buyer does not notify Seller of any objections to the Buyer Inspections prior to the expiration of the Inspection Period, Buyer shall have waived all objections to the Buyer Inspections. If, prior to expiration of the Inspection Period, Buyer determines in its sole discretion that the Property is not suitable to Buyer for any reason, then Buyer may terminate this Agreement by delivery of written notice to Seller prior to the end of the Inspection Period. If Buyer terminates this Agreement for any reason or no reason prior to the expiration of the Inspection Period, then Buyer shall

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

(d) Buyer shall have the right, in its sole discretion, to extend the expiration of the Inspection Period in accordance with the below (each period a "Inspection Period Extension") by delivering written notice to Seller prior to the then scheduled expiration of the Inspection Period and concurrently depositing the applicable Inspection Period Extension Deposit in accordance with Section 3.2 herein:

(i) In the event Buyer: (i) deposits the first Inspection Period Extension Deposit in accordance with Section 3.2 herein; and (ii) delivers written notice to Seller of Buyer's election to extend the Inspection Period beyond [redacted] on or before [redacted], then the expiration of the Inspection Period shall be extended to [redacted].

(ii) In the event Buyer: (i) deposits the second Inspection Period Extension Deposit in accordance with Section 3.2 herein; and (ii) delivers written notice to Seller of Buyer's election to extend the Inspection Period beyond [redacted] on or before [redacted], then the expiration of the Inspection Period shall be extended to [redacted].

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

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

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

(b) **Mandatory Removal Items.** Notwithstanding anything to the contrary in this Agreement, Seller shall, at Seller's sole cost and expense, on or before the Closing Date, with satisfaction on the Closing Date from Seller's proceeds being deemed acceptable, remove any judgements, monetary encumbrances, mortgages, deeds of trust, notices to proceed, delinquent real property taxes or assessments, or mechanic's or materialmen liens (collectively, "Mandatory Removal Items").

(c) **Title Policy.** At Closing, and as a condition to Buyer's obligations under this Agreement, the Title Company shall issue the following (collectively, the "Title Policies"): (i) to Buyer an ALTA extended coverage owner's title policy in such amount as reasonably determined by Buyer and with all available endorsements that are requested by Buyer; and (ii) to each of Buyer's lenders, if applicable, an ALTA extended coverage loan policy, in such amounts and with all available endorsements requested by such lender. Seller shall perform any requirement required of it by the Title Company in connection with the issuance of the Title Policies. If the Title Company cannot deliver the Title Policies at Closing due to failure of Seller to perform its obligations under this Agreement (including without limitation removal of the Mandatory Removal Items), such failure shall constitute a Title Related Termination.

4.3. **Platting and Subdivision.** If Buyer determines it would be advantageous for the Real Property to be platted, replatted, or subdivided, then Buyer, at its sole cost and expense, may prepare such plat, replat, or subdivision and pursue the same to completion; provided, however, that such plat, replat, or subdivision shall not be recorded in the real property records until after the conveyance deeds from Seller to Buyer are recorded at Closing. Seller shall make good faith efforts to cooperate with Buyer in pursuing such plat, replat, or subdivision, and shall execute such applications and other documents as may be reasonably required in connection therewith, provided Seller shall not be obligated to incur any monetary costs associated therewith.

4.4. **[Reserved].**

4.5. **Seller Performance.** Seller shall have performed all of Seller's obligations in this Agreement at such times and in such manner as required by this Agreement.

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

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

5. **CLOSING.**

5.1. **Closing Date.** The purchase and sale contemplated by this Agreement shall close ("Closing") on or before [redacted], as may be extended in accordance with this Agreement ("Closing Date"). Notwithstanding the foregoing, Buyer must give Seller written notice at least sixty (60) days in advance of Closing informing Seller of the intended Closing Date (the "Closing Notice"). The Closing shall take place electronically through the Title Company.

(a) In the event Buyer: (i) deposits the Closing Extension Deposit in accordance with Section 3.3 herein; and (ii) delivers written notice to Seller of Buyer's election to extend the Closing Date beyond [redacted] on or before [redacted], then the Closing Date shall be extended to [redacted].

5.2. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

(a) **Deed.** A special warranty deed in recordable form conveying the Real Property, Improvements and Appurtenances to Buyer, free and clear of all Mandatory Removal Items.

(b) **[Reserved].**

(c) **Assignment of Documents and Rights.** If applicable, an assignment of the Intangible Property to the Buyer together with the consent of all parties having a right to consent to such assignment.

(d) **Bring-Down Certificate.** The Bring-Down Certificate described in Section 4.6 related to Seller's representations and warranties made in this Agreement.

(e) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed, containing such information as is required by Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended or any regulations promulgated thereunder.

(f) **IRS Forms.** A designation agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

(g) **Settlement Statement.** A settlement statement reflecting the financial aspects of the Closing, consistent with the provisions of this Agreement.

(h) **Seller's Affidavit.** An affidavit of Seller certifying certain matters related to the Property. The form and substance of such Seller's affidavit must be reasonably acceptable to Buyer, Title Company, and Seller.

(i) **Government Documents.** All other forms, certificates, or other documents required by any state or local government, including, without limitation, any tax forms or other reporting documents related to the sale of the Property.

(j) **Other Documents.** All other documents reasonably determined by Buyer or Title Company to be necessary to transfer the Property to Buyer free and clear of all Mandatory Removal Items.

5.3. **Buyer's Closing Deliveries.** On the Closing Date, Buyer will execute and deliver to Seller the following:

(a) **Purchase Price.** Immediately available funds representing the cash balance of the Purchase Price in accordance with Section 2.

(b) **Counterparts of Seller's Closing Documents.** All of Seller's Closing Documents that also require Buyer's signature.

(c) **IRS Forms.** A designation agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.

(d) **Other Documents.** Such other customary documents or instruments as may be reasonably required by Seller or Title Company in order to consummate the Closing.

5.4. **Possession.** Seller will deliver possession of the Property to Buyer on the Closing Date.

6. **COSTS AND PRORATIONS.** Seller and Buyer agree to the following allocation of costs, prorations, and adjustments under this Agreement:

6.1. **Closing Costs.**

(a) **Seller's Closing Costs.** Seller shall pay the following costs and expenses in connection with this Agreement and Closing:

(1) All recording fees associated with the recording of the conveyance deeds from Seller to Buyer any and all releases of security interests, liens, or encumbrances related to the Property.

(2) One half of the Title Company's fees for acting as closing agent and one half of Escrow Agent's fees for acting as escrow agent.

(3) All costs related to curing the Mandatory Removal Items, including without limitation, all recording fees for releasing any liens on the Property that Seller is obligated to remove.

(4) All costs incurred by Seller in connection with the preparation, review and negotiation of this Agreement, and the transactions and the Closing contemplated by this Agreement, including any attorneys' fees or consultants' fees, to the extent not previously paid.

(5) All costs of providing and transmitting Seller Due Diligence provided by Seller.

(b) **Buyer's Closing Costs**. Buyer shall pay the following costs and expenses in connection with Closing and this Agreement:

(1) All costs associated with the Title Evidence and the Buyer's Title Policy, including all costs associated with any lender Title Policy that Buyer's lenders, if any, may require.

(2) All mortgage registration tax or other similar taxes associated with Buyer's financing.

(3) One half of the Title Company's fees for acting as closing agent and one half of Escrow Agent's fees for acting as escrow agent.

(4) All costs incurred by Buyer in connection with the preparation, review and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement (excluding costs to be paid by Seller), including any expenses associated with Buyer's investigation of the Property, and Buyer's attorneys' fees or consultants' fees; provided, however, Seller may be responsible for such costs in the event of Seller's default hereunder in accordance with Section 16.2.

(5) Any taxes assessed as a result of the conveyance of the Property.

6.2. **Real Estate Taxes and Special Assessments**. All real estate taxes and special assessments for the years prior to the year in which the Closing occurs shall be paid by Seller. Real estate taxes for the year in which Closing occurs shall be prorated based upon a calendar year based upon the Closing Date. Seller shall pay the balance of all levied or pending special assessments against the Property at or prior to Closing. Prorations

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

6.3. **Operating Costs.** All operating costs of the Property, including rent, utilities, real estate taxes, security deposits, and service contracts, as applicable shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of operating costs attributable to the period before the Closing Date, and Buyer pays that part of operating costs attributable to the period from and after the Closing Date.

7. **OPERATION PRIOR TO CLOSING.** During the period from the Effective Date to the Closing Date ("Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Without the prior written consent of Buyer, which may be granted or denied at Buyer's sole and absolute discretion, Seller shall execute no contracts, leases, or other agreements regarding the Property during the Executory Period that cannot be terminated on or before the Closing Date.

8. **SERVICE CONTRACTS.** Seller shall disclose to Buyer and shall include in the Due Diligence Materials copies of all service, maintenance, supply, leasing, and other contracts (including all related amendments and modifications) related to the operation of the Property ("Service Contracts"). On or before the Closing Date, Seller shall, at its sole cost and expense, terminate: (i) all Service Contracts, except for any Service Contracts that Buyer elects (in its sole discretion) to assume by written notice to Seller prior to the end of the Inspection Period ("Assumed Contracts"); and (ii) any other agreements affecting the Property. Seller shall indemnify, defend and hold Buyer harmless from and against any and all liability, claims, counterclaims, actions, damages, judgments, penalties, costs and expenses (including without limitation, reasonable attorneys' fees) in connection with any liability arising under or in any way relating to the Service Contracts (other than the Assumed Contracts), the termination thereof and the release by the counterparty thereto. Seller shall not renew or enter into any new Service Contracts after the Effective Date without the written consent of the Buyer unless such Service Contracts will be terminated prior to the Closing Date.

9. **SELLER REPRESENTATIONS AND WARRANTIES.** In addition to any other representation and warranties contained in this Agreement, Seller hereby represents and warrants to Buyer as follows:

9.1. **Existence; Authority.** Seller has the requisite power and authority to enter into and perform this Agreement and Seller's Closing Documents.

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

9.2. **Contracts.** Seller has made available to Buyer a correct and complete copy of each Contract and its amendments directly associated with this Property which will survive a closing hereunder.

9.3. **Environmental Laws.** To the best of Seller's knowledge, there has been no discharge, release or threatened release of toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment) (collectively, "Hazardous Substance") from the Property. To the best of Seller's knowledge, there are no Hazardous Substances or conditions in or on the Property that may support a claim or cause of action under any state, local or federal law, regulation, rule, policy or order relating to the protection of the environment.

9.4. **Storage Tanks, Wells, and Individual Sewage Treatment Systems.** To the extent storage tanks exist on or under the Real Property, such storage tanks have been duly registered with all appropriate regulatory and governmental bodies, and are otherwise in compliance with applicable federal, state, and local statutes, regulations, ordinances and other regulatory requirements. Seller has not received written notice of any open or closed wells on the Real Property or present or past sewage treatment systems on the Real Property.

9.5. **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust," or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder.

9.6. **No Conflict or Lien.** Neither the execution or delivery of this Agreement nor the consummation of the transaction as contemplated herein will conflict with or result in a breach of any contract, license or undertaking

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

9.7. **No Proceedings.** There are no judgments presently outstanding and unsatisfied against Seller or the Property. To the best of Seller's knowledge, no legal or administrative proceeding is threatened or pending against Seller or the Property. To the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending or threatened with respect to Seller or the Property.

9.8. **No Bankruptcy.** Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

9.9. **Seller's Defaults.** Seller is not in default concerning any of its obligations or liabilities regarding the Property.

9.10. **Additional Interests.** There are no property interests or other improvements owned by Seller which are necessary or useful for the operation of the Property that are not being conveyed pursuant to this Agreement.

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

10. **COOPERATION.** Seller agrees to reasonably cooperate with Buyer's pursuit of the platting, replatting, or subdivision of the Real Property. Seller's reasonable cooperation includes, without limitation, executing any applications or providing any information about the Property reasonably required in Buyer's opinion in connection with the foregoing.

11. **CONDEMNATION.** If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to insurance proceeds resulting from such event. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement and receive back the Earnest Money by giving notice within thirty (30) days after Seller's notice ("Condemnation Termination"). If Buyer shall fail to give the notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings.

12. **ESCROW AGENT.** This Section 12 sets forth all of the responsibilities of Escrow Agent pursuant to this Agreement, and the parties agree that such duties are ministerial in nature. Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on Buyer and Seller. Escrow Agent is expressly authorized to rely upon a notice delivered to it by Buyer within the Inspection Period (or any extension thereof) without any duty to investigate the sufficiency, manner of execution, or validity of any such notice. Escrow Agent shall not be required to determine whether or not the terms and conditions of this Agreement have been complied with by the parties. Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without gross negligence. Escrow Agent is hereby relieved of all liability under this Agreement except for fraud, gross negligence, or willful misconduct. The parties agree to save and hold Escrow Agent harmless from any loss and from any claims or demands arising out of its actions hereunder and hereby agree to indemnify Escrow Agent from any claims or demands for losses arising out of its activities hereunder, including without limitation, court costs, reasonable attorney's fees, and expenses. Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to Escrow Agent signed by Buyer and Seller.

13. **BROKER'S COMMISSION.** The following provisions shall survive the termination of this Agreement and Closing:

    13.1. **Seller.** Seller represents and warrants to Buyer that the only broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a "Broker") it has dealt or negotiated with, or engaged, in connection with this Agreement or the transactions contemplated hereby,

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

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

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

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

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

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

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

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

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

16. **REMEDIES.**

16.1. **Seller Remedies.** If Buyer defaults under this Agreement (other than in response to a default by Seller), and Buyer fails to cure such default within thirty (30) days of receipt of written notice of such default from Seller, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. On the date of Buyer's receipt of such termination notice, this Agreement will terminate, and upon such termination Seller will retain all non-refundable Earnest Money previously deposited with Escrow Agent as full liquidated damages. The termination of this Agreement and retention of the non-refundable Earnest Money is the sole remedy available to Seller for an uncured default by Buyer, and Buyer will not be liable for damages or specific performance.

16.2. **Buyer Remedies.** If Seller defaults under this Agreement, Buyer shall be entitled to terminate this Agreement and receive a refund of the Earnest Money and also seek from Seller specific performance of this Agreement. If Seller defaults under this Agreement and the remedy of specific performance is unavailable or is not elected by Buyer, Buyer shall recover as damages from Seller all of Buyer's out-of-pocket costs and fees, as evidenced by paid invoices provided to Seller, including without limitation, reasonable attorneys' fees, accountants' fees, design fees, and other consultants' fees incurred by Buyer in preparing and negotiating this Agreement, preparing for the Closing, obtaining financing commitments, investigating the status, title, and condition of the Property, and other similar and reasonable costs and expenses.

17. MISCELLANEOUS.

17.1. Buyer and Seller acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 PM Eastern Standard Time on such date.

17.2. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

17.3. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property including any letters of intent or term sheets.

17.4. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in writing executed by the parties.

17.5. This Agreement shall not be deemed an offer or binding upon Seller or Buyer until this Agreement is fully executed and delivered by Seller and Buyer.

17.6. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Ohio and such laws will control its interpretation. The parties hereby submit to the jurisdiction of any state or federal court located in Athens County, Ohio, with respect to any disputes arising out of this Agreement.

17.7. Except as otherwise expressly stated in this Agreement to survive the Closing hereunder, all obligations the parties have to each other under this Agreement shall survive neither the Closing nor the earlier termination of this Agreement.

17.8. Buyer and Seller acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in the drafting of this Agreement.

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

17.9. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "business day" shall mean any weekday except for those weekdays that a banking institution within the State of Ohio is required to be closed (a "Holiday"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following business day.

17.10. Except as required otherwise under this Agreement, each of Buyer and Seller shall be responsible for all costs it incurs in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultants' fees. In addition, each of Buyer and Seller is responsible for its own income taxes and capital gains taxes resulting from its operation of the Property and such taxes shall not be a proration at the Closing.

17.11. If any action is brought by either Buyer or Seller against the other in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

17.12. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart. Furthermore, the parties hereby agree that signature pages transmitted electronically in PDF format shall be considered original signature pages for all purposes.

dotloop signature verification: dlp.us/GLZ-v9O6-JvZB

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

SELLER:

Sean White

dotloop verified
11/08/24 5:05 PM
EST
ILY-TPYI-AEDH-JHAN

By: Sean Michael White

[SELLER SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT]

dotloop signature verification: dlp.us/GLZ-x9O6-jxZB

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

BUYER:

Hill Tide Partners, LLC, a Georgia limited liability company

By: Dan Winters
Its: Managing Partner

[BUYER SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT]

EXHIBIT A

REAL PROPERTY DEPICTION

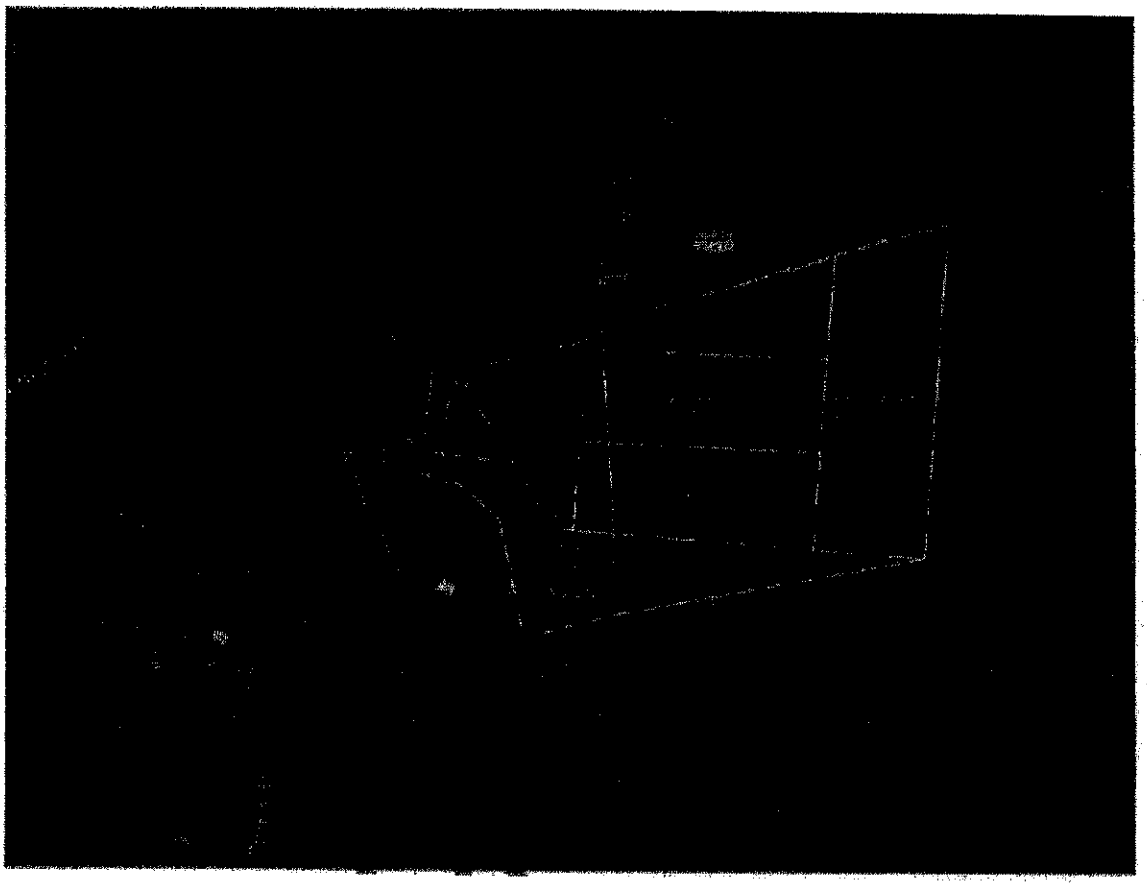


EXHIBIT B

SELLER DUE DILIGENCE

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

Schedule 1

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

Appendix E

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Assignment*") is entered into effective as of this 9th day of January, 2025 (the "*Effective Date*"), by and between HILL TIDE VENTURES, LLC, a Florida limited liability company ("*Assignee*") and HILL TIDE PARTNERS, LLC, a Georgia limited liability company ("*Assignor*").

Assignee and Assignor hereby enter into this Assignment on the basis of the following facts, understandings and intentions:

A. Assignor and SEAN MICHAEL WHITE ("*Seller*") entered into that certain Real Estate Purchase Agreement dated November 11, 2024 ("*Agreement*"), whereby, subject to certain terms and conditions, Seller agreed to convey to Assignor that certain real property located in Athens, Ohio, as more particularly described in the Agreement (the "*Property*"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

B. Assignor desires to assign to Assignee all of Assignor's right, title, and interest in, to and under the Agreement.

C. As of the Effective Date, Assignee desires to assume and accept all of Assignor's obligations arising under the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Assignment by Assignor. Assignor shall and does hereby assign and transfer to Assignee all of Assignor's right, title, and interest in, to and under the Agreement, and Assignee shall and does hereby accept Assignor's assignment and does hereby assume all of Assignor's duties, obligations and responsibilities arising under the Agreement. The foregoing assignment shall release Assignor from any further liability under the Agreement.

2. Benefit. This Assignment and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors, successors in trust and permitted assigns of the parties hereto.

3. No Required Consent of Seller. Assignor may assign its interest in the Agreement to Assignee without the consent of Seller pursuant to Section 14 of the Agreement.

4. Modifications. This Assignment may not be amended, modified, or otherwise changed in any manner except in writing and executed by the parties to be charged.

5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Ohio.

6. Liability. Any liability which may arise as a consequence of the execution of this Assignment by or on behalf of Assignor shall be a liability of Assignor and not the personal liability of any officer or employee of Assignor.

7. Counterparts. This Assignment may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument. This Assignment may be executed by facsimile and each party shall have the right to rely upon a facsimile counterpart signed by the other party to the same extent as if such party had received an original counterpart from the party signing such facsimile counterpart.

Signature Page Follows.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

HILL TIDE PARTNERS, LLC, a Georgia limited liability company

By: _____
Dan Winters, Managing Partner

ASSIGNEE:

HILL TIDE VENTURES, LLC, a Florida limited liability company

By: _____
Dan Winters, Manager

Appendix F
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 Unknown	0	0	0.330	14,375	$1,750.00

IMPROVEMENTS

A029040001700

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 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 Unknown	0	0	0.480	20,909	$2,540.00

IMPROVEMENTS

A029040001800

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 8 9 FRA 39		
SCHOOL DIST	ATHENS CSD	**TAX DIST**	A02
ACREAGE	0.3700		

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

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

IMPROVEMENTS

A029040002000

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 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 Unknown	0	0	1.780	77,537	$9,430.00

IMPROVEMENTS

A029040002100

11/13/2024

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County Auditor
Athens County, Ohio
www.athenscountyauditor.org

MOST RECENT PHOTO

LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

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

IMPROVEMENTS

A029040002200

11/13/2024

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

MOST RECENT PHOTO

LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

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

IMPROVEMENTS

A029040002300

11/13/2024

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Athens County, Ohio
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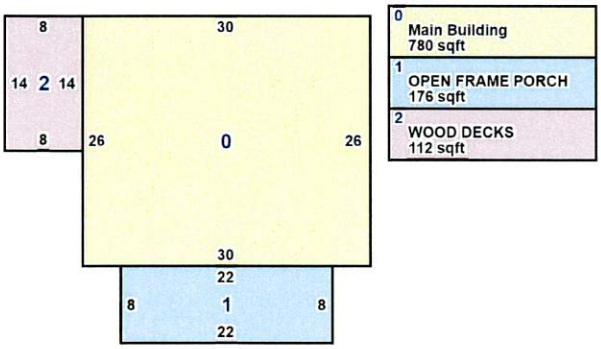
FIRST SKETCH



LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
FRONT FOOT 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

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County Auditor
Athens County, Ohio
www.athenscountyauditor.org

MOST RECENT PHOTO

LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

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

IMPROVEMENTS

Appendix G

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.

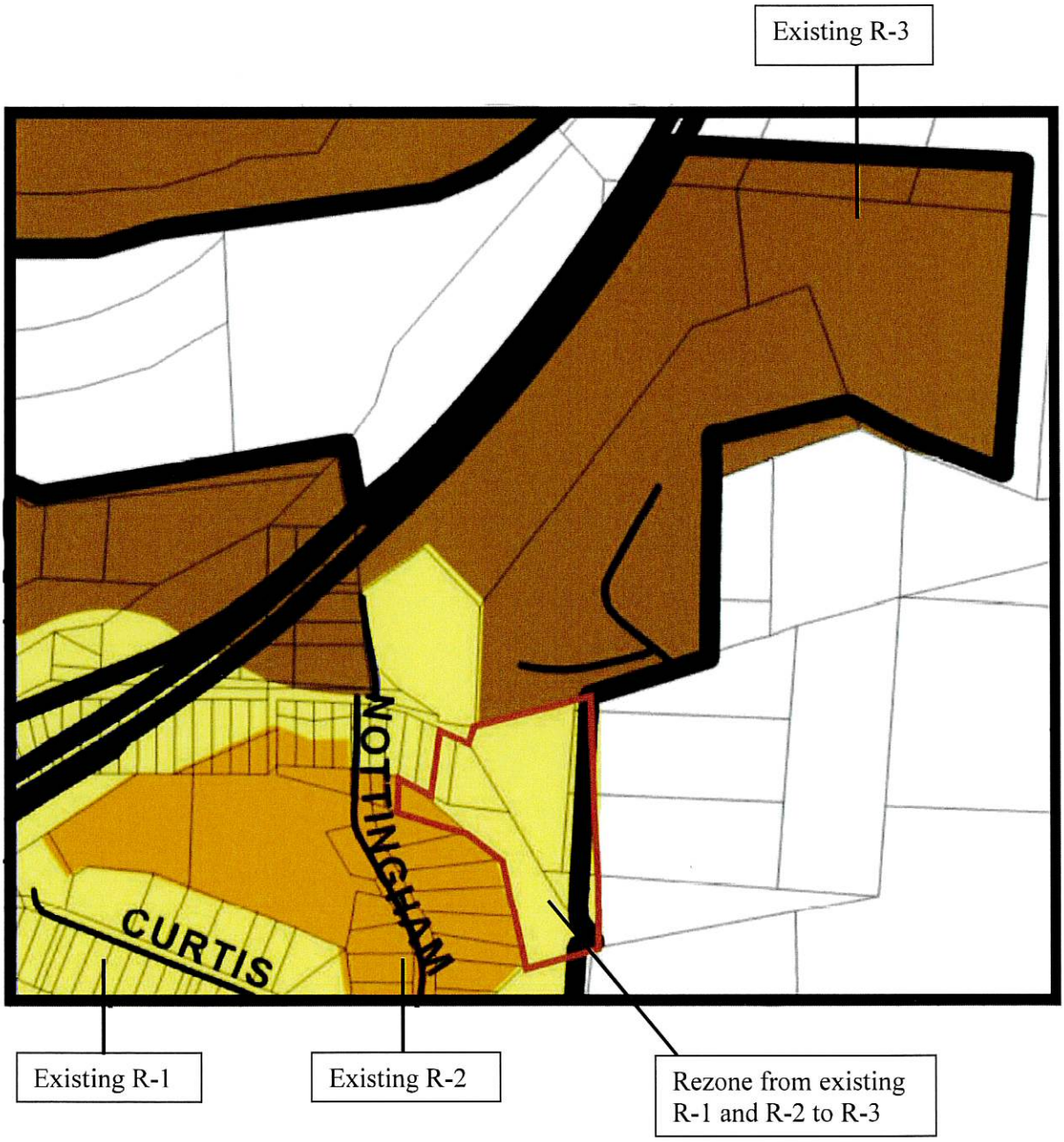
_____
President of Council

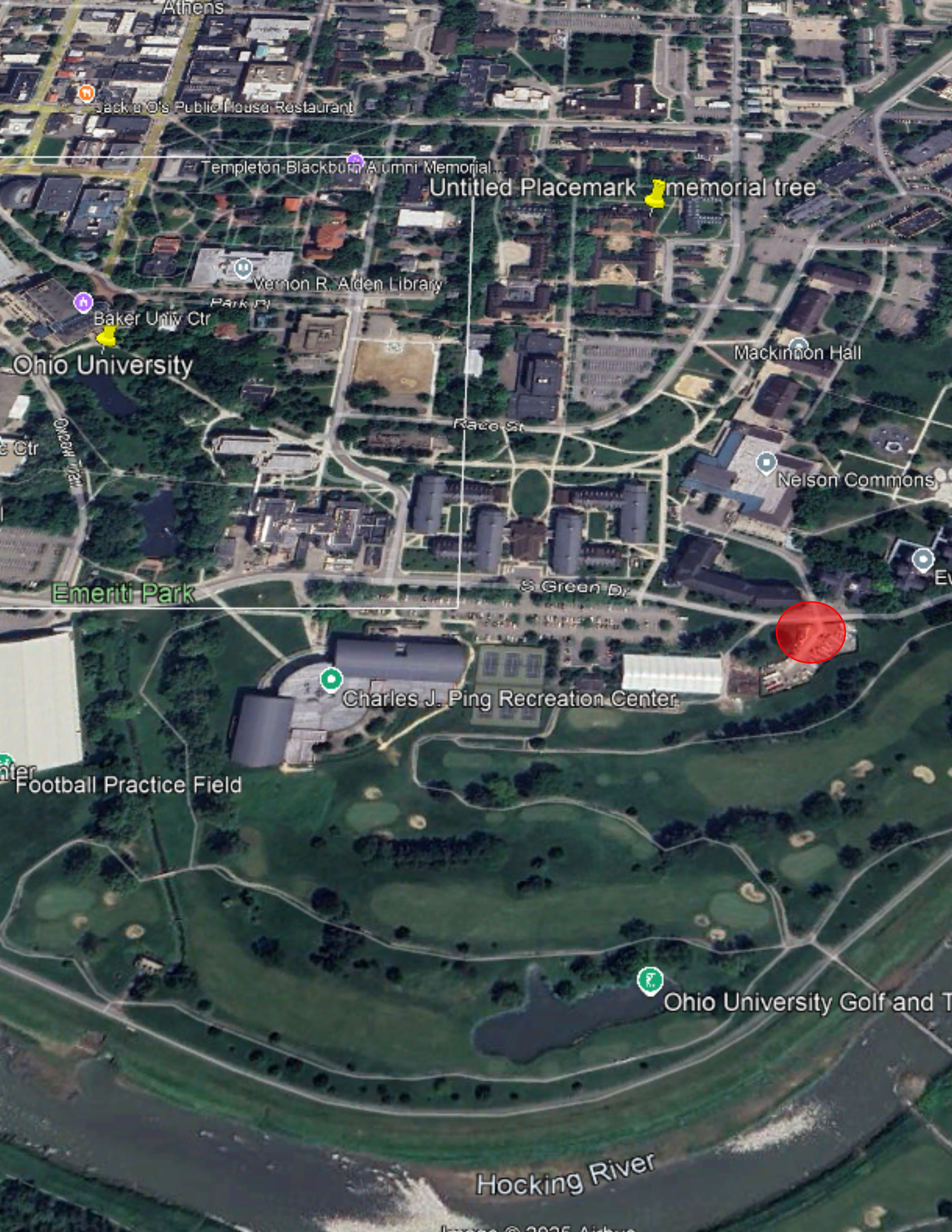
ATTEST:

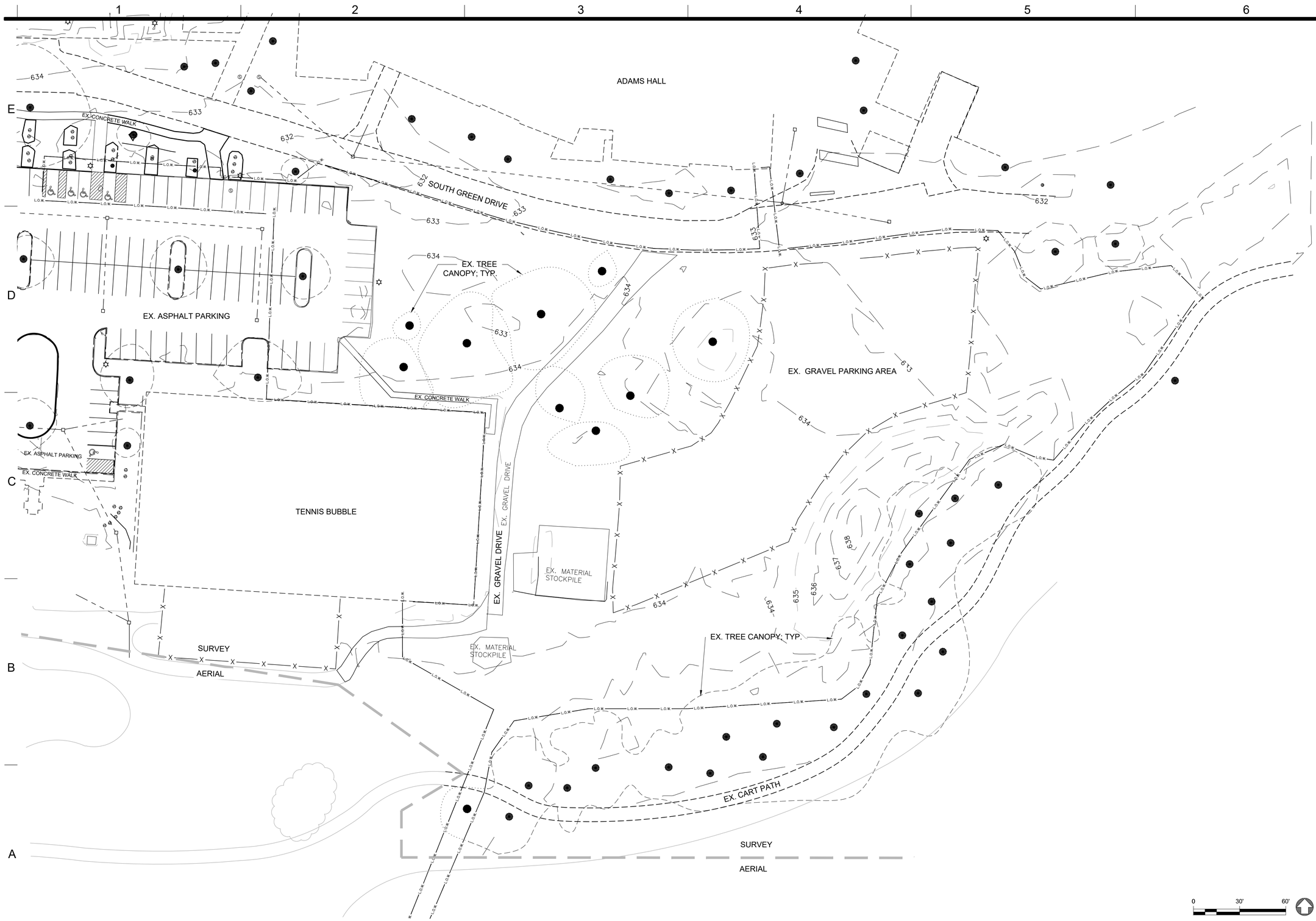
_____
Clerk of Council

APPROVED:

_____
Mayor


Existing R-3
NOTTINGHAM
CURTIS
Existing R-1
Existing R-2
Rezone from existing R-1 and R-2 to R-3


Athens
Templeton-Blackburn Alumni Memorial...
Untitled Placemark
memorial tree
Vernon R. Alden Library
Baker Univ Ctr
Ohio University
Mackinnon Hall
Race St
Nelson Commons
Emeriti Park
S Green Dr
Charles J. Ping Recreation Center
Football Practice Field
Ohio University Golf and T
Hocking River



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ARCHITECT/ENGINEER OF RECORD

AECOM

Architects Engineers Planners
277 West Nationwide Blvd
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Phone: 614.464.4500

DESIGN ARCHITECT

HANBURY

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NORFOLK, VA 23510
(757) 314-4900
WWW.HEWV.COM

OHIO UNIVERSITY
1804

GOLF AND TENNIS CENTER
PARKING LOT EXPANSION

106 S GREEN DR
Athens, OH 45701

TRUE NORTH / Project North: N61.00°E

MARK	DATE	DESCRIPTION
1	07 MAR 2025	BULLETIN 25

PROJECT NO:	60705661
DRAWN BY:	JBM & ST
CHECKED BY:	-

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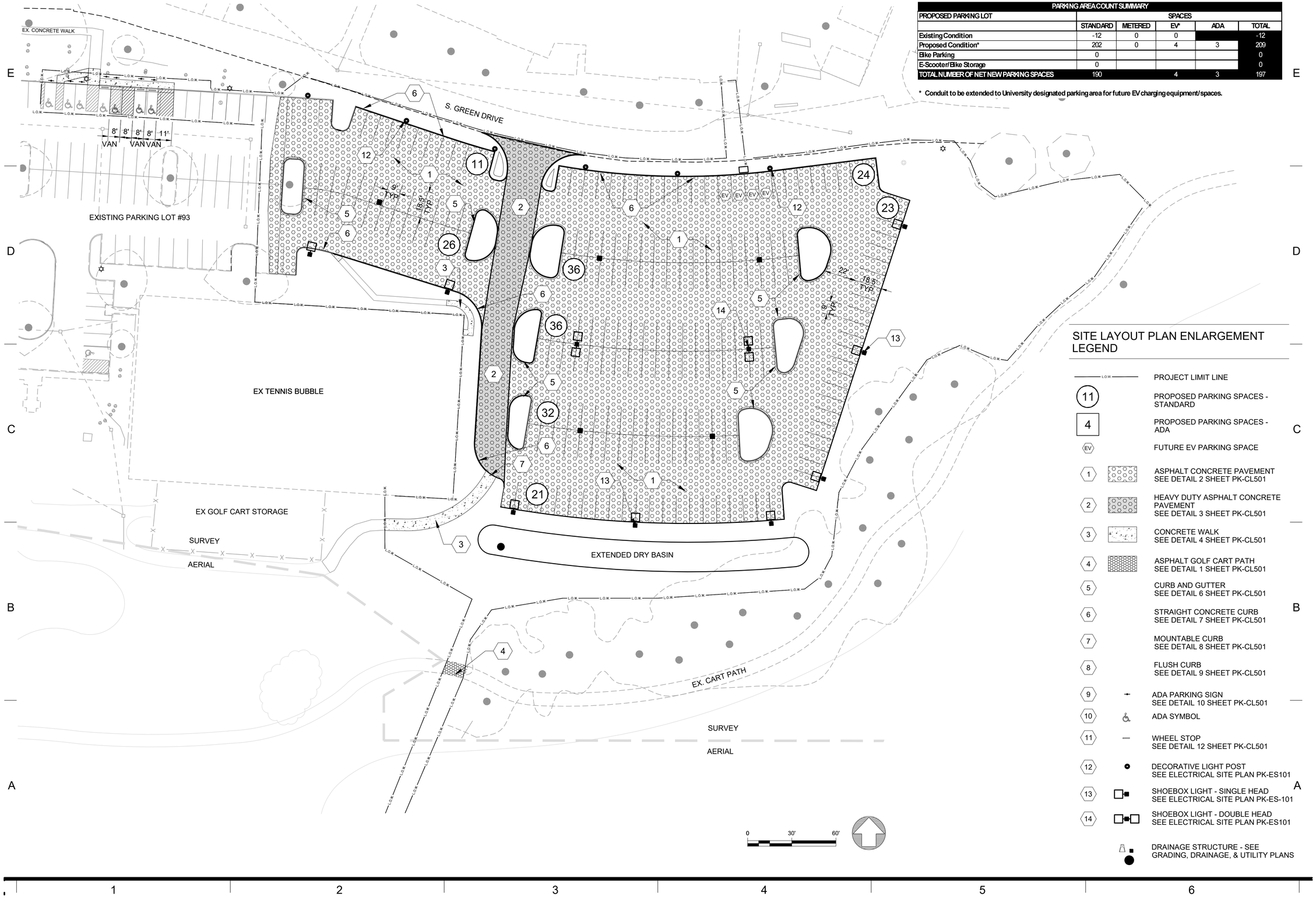
SHEET TITLE:
EXISTING CONDITIONS & DEMOLITION ENLARGEMENT PLAN

SHEET NUMBER:
PK-CD201

PARKING AREA COUNT SUMMARY					
PROPOSED PARKING LOT	SPACES				
	STANDARD	METERED	EV*	ADA	TOTAL
Existing Condition	-12	0	0		-12
Proposed Condition*	202	0	4	3	209
Bike Parking	0				0
E-Scooter/Bike Storage	0				0
TOTAL NUMBER OF NET NEW PARKING SPACES	190		4	3	197

* Conduit to be extended to University designated parking area for future EV charging equipment/spaces.



SITE LAYOUT PLAN ENLARGEMENT LEGEND

L.O.W.		PROJECT LIMIT LINE
11		PROPOSED PARKING SPACES - STANDARD
4		PROPOSED PARKING SPACES - ADA
EV		FUTURE EV PARKING SPACE
1		ASPHALT CONCRETE PAVEMENT SEE DETAIL 2 SHEET PK-CL501
2		HEAVY DUTY ASPHALT CONCRETE PAVEMENT SEE DETAIL 3 SHEET PK-CL501
3		CONCRETE WALK SEE DETAIL 4 SHEET PK-CL501
4		ASPHALT GOLF CART PATH SEE DETAIL 1 SHEET PK-CL501
5		CURB AND GUTTER SEE DETAIL 6 SHEET PK-CL501
6		STRAIGHT CONCRETE CURB SEE DETAIL 7 SHEET PK-CL501
7		MOUNTABLE CURB SEE DETAIL 8 SHEET PK-CL501
8		FLUSH CURB SEE DETAIL 9 SHEET PK-CL501
9		ADA PARKING SIGN SEE DETAIL 10 SHEET PK-CL501
10		ADA SYMBOL
11		WHEEL STOP SEE DETAIL 12 SHEET PK-CL501
12		DECORATIVE LIGHT POST SEE ELECTRICAL SITE PLAN PK-ES101
13		SHOEBOX LIGHT - SINGLE HEAD SEE ELECTRICAL SITE PLAN PK-ES-101
14		SHOEBOX LIGHT - DOUBLE HEAD SEE ELECTRICAL SITE PLAN PK-ES101
		DRAINAGE STRUCTURE - SEE GRADING, DRAINAGE, & UTILITY PLANS

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Architects Engineers Planners
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Columbus, OH 43215
Phone: 614.464.4500

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OHIO UNIVERSITY

GOLF AND TENNIS CENTER
PARKING LOT EXPANSION

106 S GREEN DR
Athens, OH 45701

TRUE NORTH / Project North: N61.00°E

MARK	DATE	DESCRIPTION
1	07 MAR 2025	BULLETIN 25

PROJECT NO:	60705661
DRAWN BY:	JBM &ST
CHECKED BY:	-

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SHEET TITLE:
LAYOUT PLAN ENLARGEMENT

SHEET NUMBER:
PK-CL102

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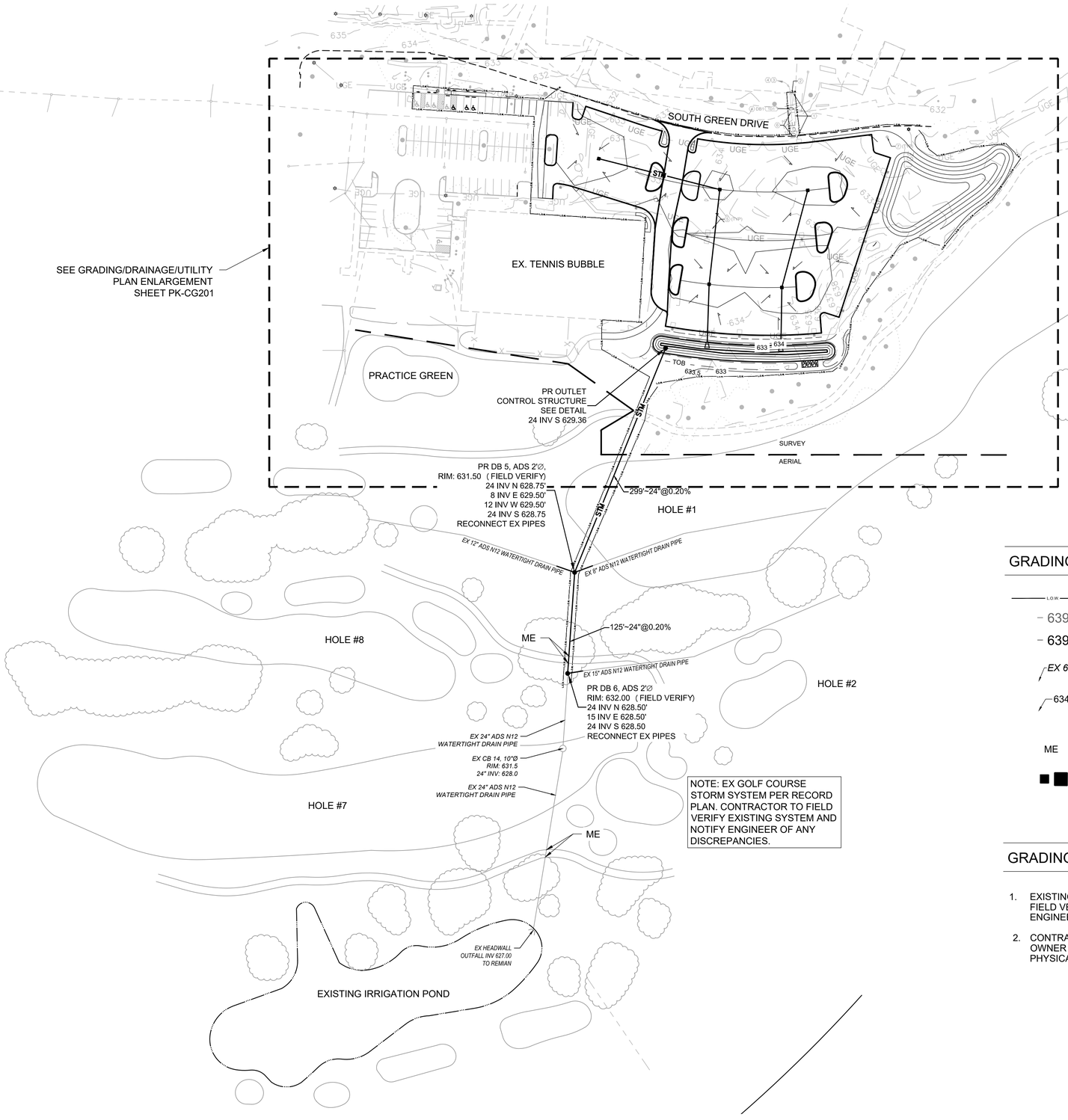

GRADING PLAN LEGEND

LOW	PROJECT LIMIT LINE
639	EXISTING CONTOUR
639	PROPOSED CONTOUR
EX 633.20	EXISTING SPOT GRADE (FIELD VERIFY)
634.00	PROPOSED CONTOUR
ME	MATCH EXISTING
■ ■	PROPOSED CATCH BASIN OR YARD DRAIN

GRADING PLAN NOTES

1. EXISTING GOLF COURSE GRADES AND DRAINAGE TO BE FIELD VERIFIED BY CONTRACTOR. NOTIFY OWNER AND ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
2. CONTRACTOR TO COORDINATE WORK WITH THE OWNER TO MINIMIZE DISRUPTION TO BOTH THE PHYSICAL ELEMENTS OF THE GOLF COURSE AND PLAY.

0 70 140
1" = 70'

TRUE NORTH / Project North: N61.00°E

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OHIO UNIVERSITY
GOLF AND TENNIS CENTER
PARKING LOT EXPANSION

MARK	DATE	DESCRIPTION
1	07 MAR 2025	BULLETIN 25

PROJECT NO:	60705661
DRAWN BY:	CH
CHECKED BY:	CV

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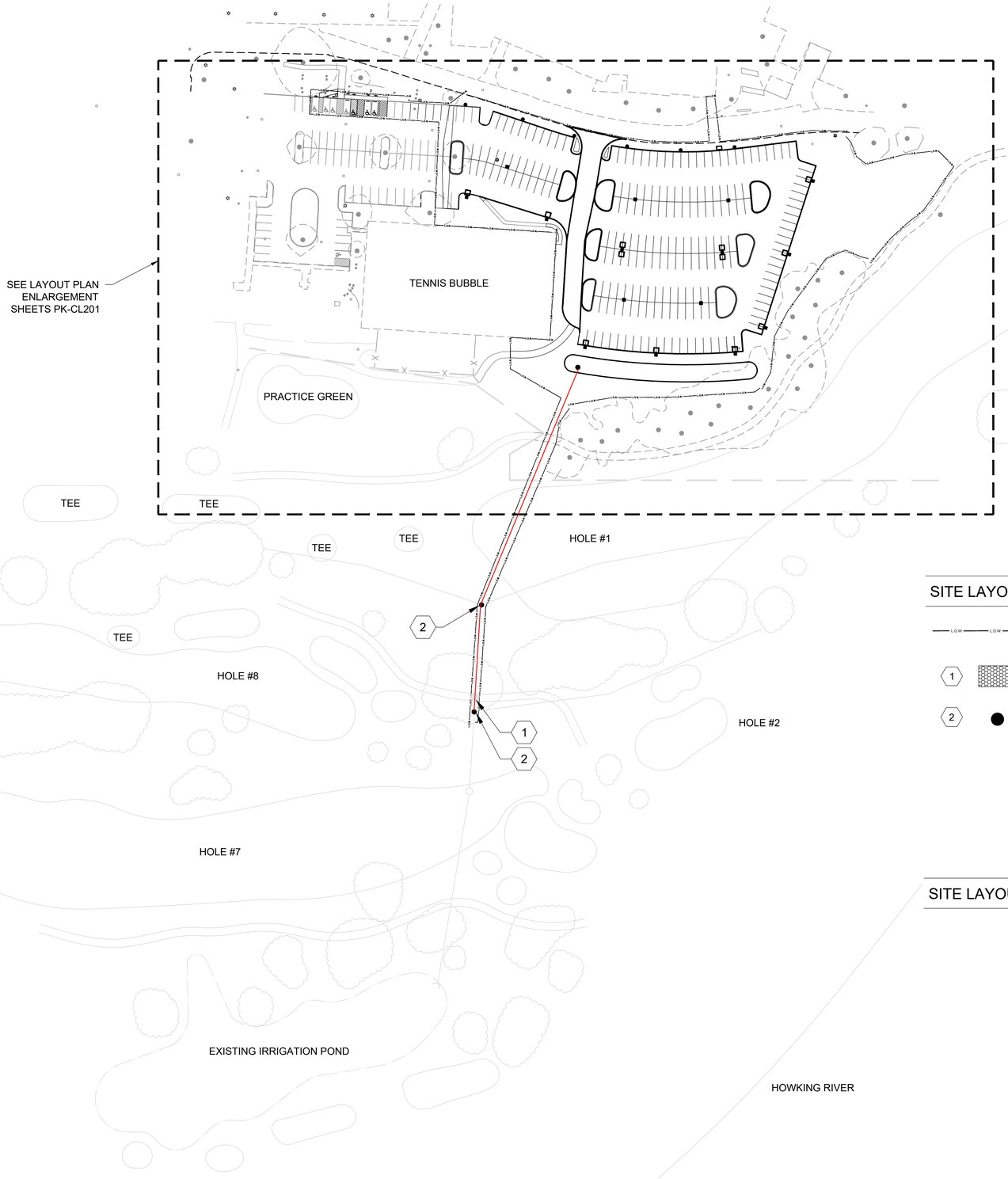
SHEET TITLE:
GRADING, DRAINAGE, & UTILITY PLAN

SHEET NUMBER:
PK-CG101



SITE LAYOUT PLAN LEGEND

- PROJECT LIMIT LINE
- 1 — ASPHALT GOLF CART PATH SEE DETAIL 1 SHEET PK-CL501
- 2 — DRAINAGE STRUCTURE - SEE GRADING, DRAINAGE, & UTILITY PLANS

SITE LAYOUT PLAN NOTES

0 70 140
1" = 70'

TRUE NORTH / Project North: N61.00°E

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OHIO UNIVERSITY 1804

GOLF AND TENNIS CENTER
PARKING LOT EXPANSION
106 S GREEN DR
Athens, OH 45701

MARK	DATE	DESCRIPTION
1	07 MAR 2025	BULLETIN 25

PROJECT NO: 60705661
DRAWN BY: JBM &ST
CHECKED BY: -

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SHEET TITLE:
LAYOUT PLAN

SHEET NUMBER:
PK-CL101

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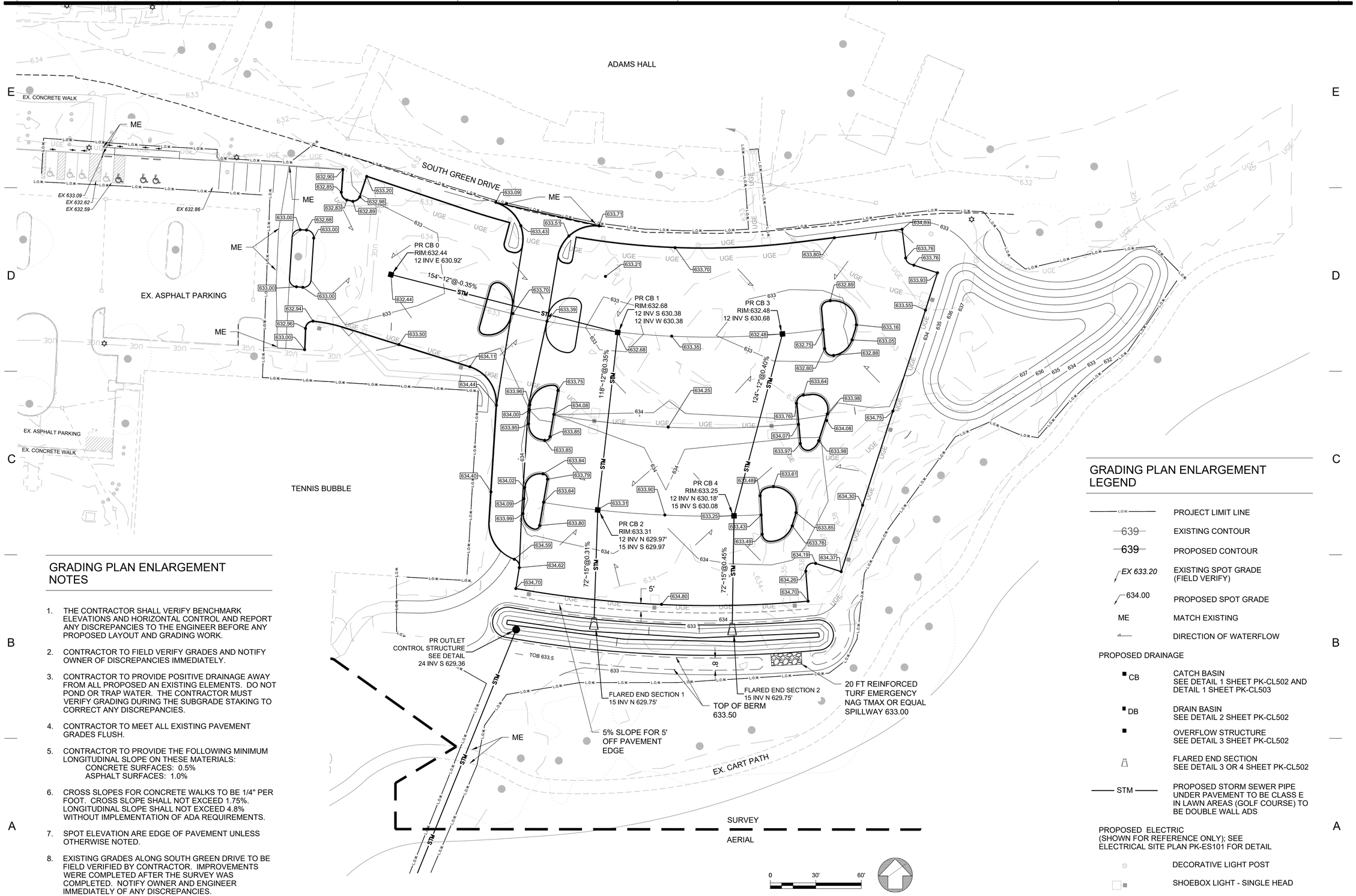

GRADING PLAN ENLARGEMENT NOTES

1. THE CONTRACTOR SHALL VERIFY BENCHMARK ELEVATIONS AND HORIZONTAL CONTROL AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE ANY PROPOSED LAYOUT AND GRADING WORK.
2. CONTRACTOR TO FIELD VERIFY GRADES AND NOTIFY OWNER OF DISCREPANCIES IMMEDIATELY.
3. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL PROPOSED AN EXISTING ELEMENTS. DO NOT POND OR TRAP WATER. THE CONTRACTOR MUST VERIFY GRADING DURING THE SUBGRADE STAKING TO CORRECT ANY DISCREPANCIES.
4. CONTRACTOR TO MEET ALL EXISTING PAVEMENT GRADES FLUSH.
5. CONTRACTOR TO PROVIDE THE FOLLOWING MINIMUM LONGITUDINAL SLOPE ON THESE MATERIALS:
   CONCRETE SURFACES: 0.5%
   ASPHALT SURFACES: 1.0%
6. CROSS SLOPES FOR CONCRETE WALKS TO BE 1/4" PER FOOT. CROSS SLOPE SHALL NOT EXCEED 1.75%. LONGITUDINAL SLOPE SHALL NOT EXCEED 4.8% WITHOUT IMPLEMENTATION OF ADA REQUIREMENTS.
7. SPOT ELEVATION ARE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. EXISTING GRADES ALONG SOUTH GREEN DRIVE TO BE FIELD VERIFIED BY CONTRACTOR. IMPROVEMENTS WERE COMPLETED AFTER THE SURVEY WAS COMPLETED. NOTIFY OWNER AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

GRADING PLAN ENLARGEMENT LEGEND

L.O.W.	PROJECT LIMIT LINE
639	EXISTING CONTOUR
639	PROPOSED CONTOUR
EX 633.20	EXISTING SPOT GRADE (FIELD VERIFY)
634.00	PROPOSED SPOT GRADE
ME	MATCH EXISTING
	DIRECTION OF WATERFLOW

PROPOSED DRAINAGE

CB	CATCH BASIN SEE DETAIL 1 SHEET PK-CL502 AND DETAIL 1 SHEET PK-CL503
DB	DRAIN BASIN SEE DETAIL 2 SHEET PK-CL502
	OVERFLOW STRUCTURE SEE DETAIL 3 SHEET PK-CL502
	FLARED END SECTION SEE DETAIL 3 OR 4 SHEET PK-CL502
STM	PROPOSED STORM SEWER PIPE UNDER PAVEMENT TO BE CLASS E IN LAWN AREAS (GOLF COURSE) TO BE DOUBLE WALL ADS

PROPOSED ELECTRIC
(SHOWN FOR REFERENCE ONLY); SEE ELECTRICAL SITE PLAN PK-ES101 FOR DETAIL

	DECORATIVE LIGHT POST
	SHOEBOX LIGHT - SINGLE HEAD
	SHOEBOX LIGHT - DOUBLE HEAD

ARCHITECT/ENGINEER OF RECORD
AECOM
Architects Engineers Planners
277 West Nationwide Blvd
Columbus, OH 43215
Phone: 614.464.4500

DESIGN ARCHITECT
HANBURY
120 ATLANTIC ST
NORFOLK, VA 23510
(757) 233-5500
WWW.HEWV.COM

OHIO UNIVERSITY

GOLF AND TENNIS CENTER
PARKING LOT EXPANSION

106 S GREEN DR
Athens, OH 45701

TRUE NORTH / Project North: N61.00°E

MARK	DATE	DESCRIPTION
1	07 MAR 2025	BULLETIN 25

PROJECT NO:	60705661
DRAWN BY:	CH
CHECKED BY:	CV

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SHEET TITLE:
GRADING, DRAINAGE, AND UTILITY PLAN ENLARGEMENT

SHEET NUMBER:
PK-CG101

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KONTOGIANNIS
& ASSOCIATES

ARCHITECTURE
PLANNING
DESIGN

400 SOUTH FIFTH ST
SUITE 400
COLUMBUS, OHIO
43215-5492

PHONE: 614-224-2083
FAX: 614-224-4736
E-MAIL: architects@kontogiannis.com

PROJECT:

BLACKBURN
LANDING

142 ALBANY ROAD
ATHENS, OH 45701

DRAWING TITLE:

SITE PLAN

DATE: 11/14/2024
REVISED:

STATE OF OHIO
GEORGE J. KONTOGIANNIS
3784
REGISTERED ARCHITECT

GEORGE J. KONTOGIANNIS, LICENSE #3784
EXPIRATION DATE 12/31/2025

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- ☐ SUBMISSION SET 11/14/2024
- ☐ BID SET
- ■ PERMIT SET 02/17/2025
- ☐ CONSTRUCTION SET

SP-1

SITE PLAN

SCALE: 1" = 30'

PARKING SUMMARY

REGULAR SPACES =	60
HANDICAPPED SPACES =	5
TOTAL =	65

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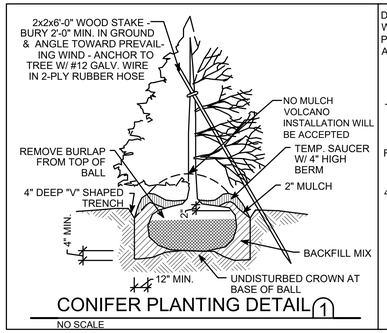
GENERAL LANDSCAPING NOTES & SYMBOLS

SYMBOLS

- AREAS TO BE SODDED
- AREAS TO BE SEEDED
- AREAS TO BE 1 1/2" - 3" WASHED GRAVELED
- POLE MOUNT LIGHT
- WALL MOUNT LIGHT
- 00 PLANT TYPE
- 00 PLANT QUANTITY

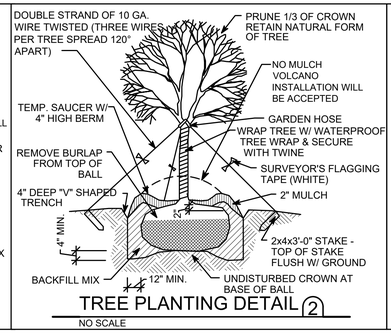
NOTE:

1. LANDSCAPE CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES & MAKE MINOR ADJUSTMENTS TO TREE & PLANT LOCATIONS TO AVOID CONFLICTS.
2. PLANT QUANTITIES HAVE BEEN PROVIDED FOR CONVENIENCE ONLY; LANDSCAPING CONTRACTOR TO VERIFY ALL PLANT QUANTITIES.
3. ALL MATERIALS TO BE BALLED AND BURLAPPED OR CONTAINER GROWN UNLESS OTHERWISE NOTED. PLANTS ARE TO BE REMOVED FROM CONTAINERS, CAGES & NON-BIODEGRADABLE MATERIALS.
4. ALL DEAD TREES TO BE REMOVED AND CLEARED.
5. ALL EXISTING TREES TO REMAIN ON SITE: CLEAN ALL BRUSH & PRUNE DEAD BRANCHES. TRIM TO NATURAL SHAPE. PROTECT TO DRIP LINE WITH ORANGE CONSTRUCTION MESH & SIGN DURING CONSTRUCTION.
6. AT LOCATIONS SHOWN PROVIDE METAL EDGING 12" FROM THE EDGE OF THE CONDENSER PADS & PROVIDE 1 1/2" - 3" WASHED GRAVEL 3"-4" DEEP AT ALL SHADED AREAS TYP. SHOWN AS GRAVELED AREAS ABOVE.
7. PROVIDE WEED BARRIER LANDSCAPE FABRIC AT ALL MULCH BEDS & RIVER WASHED GRAVEL LOCATIONS.
8. AT ALL PLANTING BEDS PROVIDE 2" OF HARDWOOD MULCH.



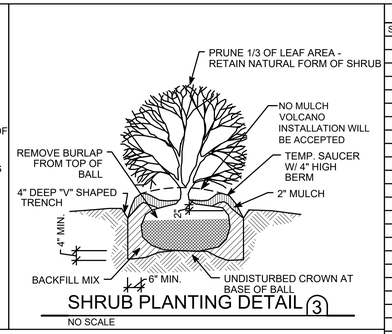
CONIFER PLANTING DETAIL 1

NO SCALE



TREE PLANTING DETAIL 2

NO SCALE



SHRUB PLANTING DETAIL 3

NO SCALE

PLANT LIST

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
DECIDUOUS TREES				
GSL	GREENSPIRE LINDEN	TILIA CORDATA (GREENSPIRE)	2" MIN CALIPER.	
OGM	RED MAPLE - OCTOBER GLORY	ACER RUBRUM 'OCTOBER GLORY'	2" MIN CALIPER.	
ORNAMENTAL TREES				
MAG	STAR MAGNOLIA	MAGNOLIA STELLATA	1 1/2" MIN CALIPER.	
JTL	JAPANESE TREE LILAC	SYRINGA RETICULATA 'IVORY SILK'	1 1/2" MIN CALIPER.	
EVERGREEN TREES				
NS	NORWAY SPRUCE	PICEA ABIES	6'-0" HIGH 1 1/2" MIN. CALIPER	
DAS	DWARF ALBERTA SPRUCE	PICEA GLAUCA 'CONICA'	6'-0" HIGH 1 1/2" MIN. CALIPER	
SHRUBS				
PAV	PYRAMIDAL ARBORVITAE	THUJA OCCIDENTALIS "EMERALD GREEN"	5'-0" HIGH	
BSJ	BLUE STAR JUNIPER	JUNIPERUS SQUAMATA	2 GALLON	
TD	TAXUS x MEDIA 'DENSIFORMIS'	DENSIFORMIS	24" HIGH	
DB	DWARF BARBERRY	BERBERIS THUNBERGI CRIMSON PYGMY	24" HIGH	
KB	KOREAN BOXWOOD	B. MICROPHYLLA "LITTLELEAF"	24" HIGH	
BR	BLUE RUG	WILTONII "BLUE RUG"	12" WIDE	
VR	VARIAGATED RED TWIG DOGWOOD	CORNUS ALBA ELEGANTISSIMA	24" HIGH	
RCT	RED CREEPING THYME	THYMUS 'COCCINEUS'	12" WIDE	
LC	LEYLAND CYPRESS	CUPRESSOCYPARIS LEYLANDII	7 GALLON	
BPJ	BLUE POINT JUNIPER	JUNIPERUS CHINENSIS 'BLUE POINT'	2'-3' HIGH	
GC	GOLDEN MOP FALSE CYPRESS	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	2 GALLON	
ORNAMENTAL GRASSES				
PLG	PURPLE LOVE GRASS	ERAGROSTIS SPECTABLIS	12" WIDE	
LB	LITTLE BLUESTEM	MOLINIA CAERULEA	12" WIDE	

LANDSCAPING REQUIREMENTS PER CHAPTER 37.01:

37.01.05 SHADE TREE REQUIREMENTS:

(A) ONE (1) LARGE OR TWO (2) MEDIUM SHADE TREES FOR EVERY 1,527 SQ.FT. OF IMPERMEABLE SURFACE.

IMPERMEABLE SURFACE = 48,304 SQ.FT.

48,304 / 1,527 = 31.6 ≈ 32 LARGE TREES (64 MEDIUM)

(B) ONE (1) LARGE OR TWO (2) MEDIUM SHADE TREES FOR EVERY 1,767 SQ.FT. OF PERMEABLE SURFACE.

PERMEABLE SURFACE = 59,088 SQ.FT.

59,088 / 1,767 = 33.4 ≈ 34 LARGE TREES

TOTAL REQUIRED TREES PER 37.01.05 = 66 LARGE TREE (132 MEDIUM)

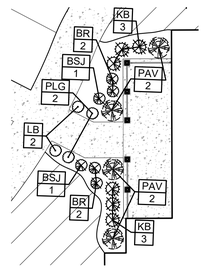
37.01.08 RESIDENTIAL LANDSCAPING:

(A) ONE (1) LARGE OR TWO (2) MEDIUM SHADE TREES FOR EVERY RESIDENTIAL UNIT.

50 UNITS = 50 LARGE TREES (100 MEDIUM)
TREES FROM SECTION 37.01.05 MAY BE USED TO MEET THIS REQUIREMENT.

PROVIDED:

FIVE (5) LARGE & FOUR (4) MEDIUM SHADE TREES



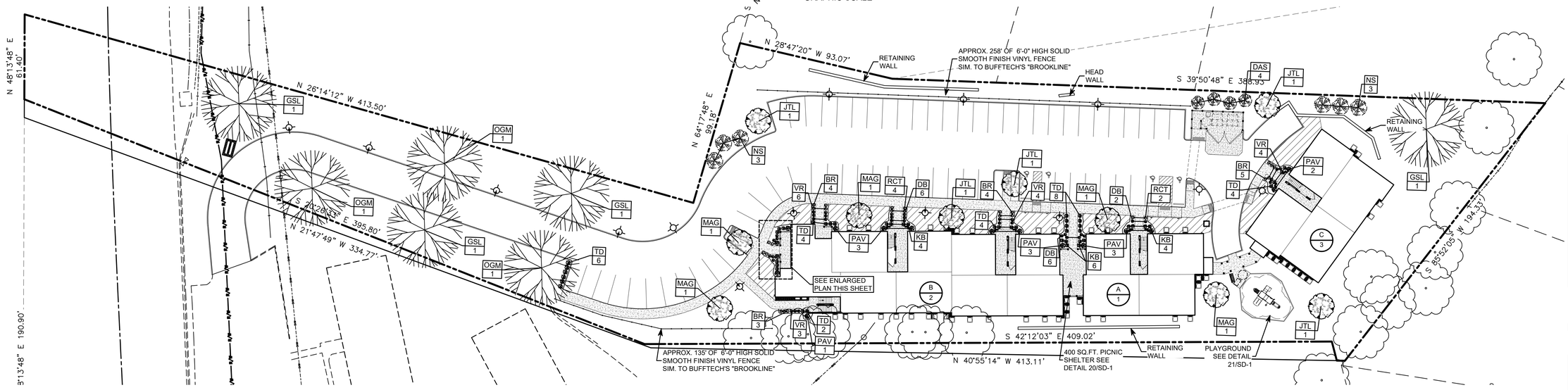
ENLARGED LANDSCAPING PLAN

SCALE: 1" = 10'

NORTH

0 2.5 5 10 20

GRAPHIC SCALE



NORTH

0 7.5 15 30 60

GRAPHIC SCALE

SITE LANDSCAPING PLAN

SCALE: 1" = 30'

KONTOGIANNIS & ASSOCIATES

ARCHITECTURE
PLANNING
DESIGN

400 SOUTH FIFTH ST
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PROJECT:

BLACKBURN — LANDING —

142 ALBANY ROAD
ATHENS, OH 45701

DRAWING TITLE:

SITE LANDSCAPING PLAN

DATE: 11/14/2024
REVISED:

STATE OF OHIO
GEORGE J. KONTOGIANNIS 3784
REGISTERED ARCHITECT

GEORGE J. KONTOGIANNIS, LICENSE #3784
EXPIRATION DATE 12/31/2025

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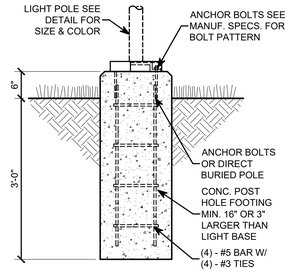
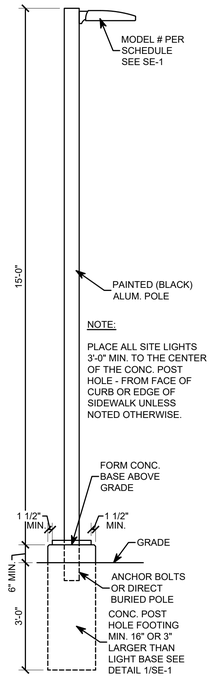
SITE LIGHT FIXTURE SCHEDULE

MARK	MANUFACTURER	CATALOG NUMBER	LAMP	MT'G. TYPE	REMARKS
AA	NLS LIGHTING LLC	NV-1-T4-32L-7-30K8-UNV-HSS	71W LED 3000K	SEE DETAIL A/SE-1	CUT OFF LIGHT, COLOR BLACK
BB	NLS LIGHTING LLC	NV-1-T2-32L-7-30K8-UNV-HSS	71W LED 3000K	SEE DETAIL A/SE-1	CUT OFF LIGHT, COLOR BLACK
CC	NLS LIGHTING LLC	NV-1-T5-32L-7-30K8-UNV	71W LED 3000K	SEE DETAIL A/SE-1	COLOR BLACK



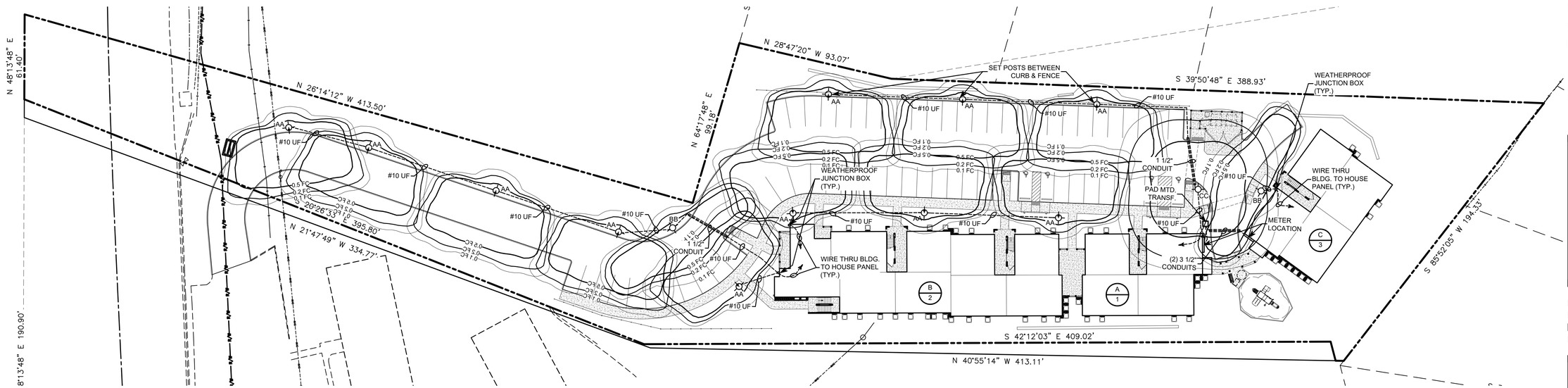
POLE FOUNDATION DETAIL 1

SCALE: 1/2" = 1'-0"



LIGHT & POLE DETAIL A

SCALE: 1/2" = 1'-0"



SITE ELECTRICAL PLAN

SCALE: 1" = 30'

KONTOGIANNIS & ASSOCIATES

ARCHITECTURE
PLANNING
DESIGN

400 SOUTH FIFTH ST
SUITE 400
COLUMBUS, OHIO
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PHONE: 614-224-2083
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E-MAIL: architects@kontogiannis.com

PROJECT:

BLACKBURN — LANDING —

142 ALBANY ROAD
ATHENS, OH 45701

DRAWING TITLE:

SITE ELECTRICAL PLAN

DATE: 11/14/2024
REVISED:

STATE OF OHIO — GEORGE J KONTOGIANNIS 3784 — REGISTERED ARCHITECT

GEORGE J. KONTOGIANNIS. LICENSE #3784
EXPIRATION DATE 12/31/2025

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- ☐ SUBMISSION SET 11/14/2024
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- ☐ CONSTRUCTION SET

SE-1

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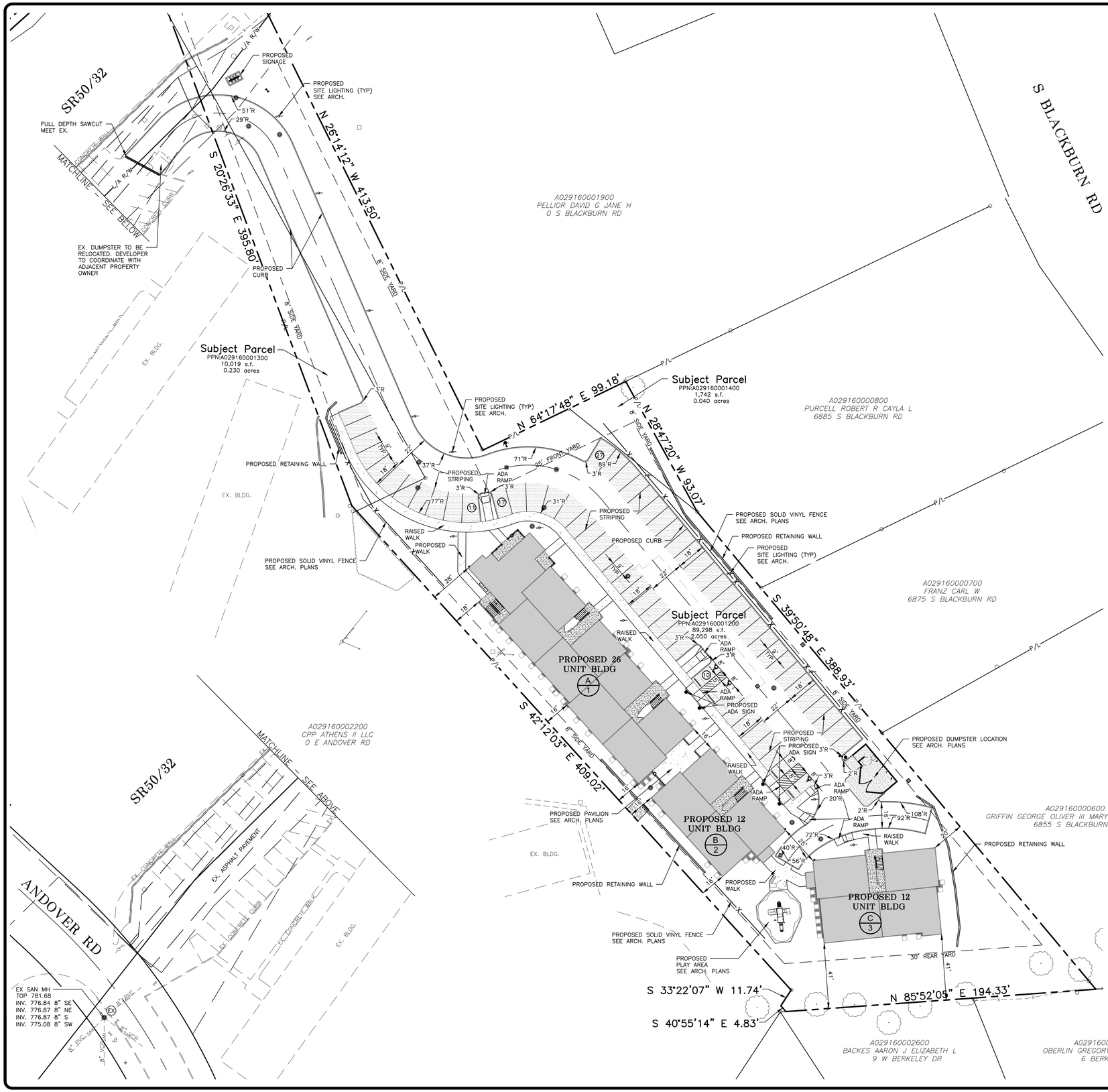


N

0 30 60

SCALE: 1"=30'

LEGEND

- LIGHT DUTY ASPHALT PAVING
- HEAVY DUTY ASPHALT PAVING
- PROP. CONC. PAVEMENT

SEE ELECTRIC SITE PLAN FOR SITE LIGHTING

SITE DATA

TOTAL AREA	2.32 AC.
ZONING DISTRICT R-3	
PROPOSED DENSITY	
TOTAL UNITS	50 UNITS
PROPOSED DENSITY	21.55 UNITS/AC.
BUILDING SETBACKS	
FRONT	25 FT.
REAR	30 FT.
SIDE	8 FT.
PARKING	
REQUIRED	1 SPACE/DWELLING UNIT
REQUIRED	
82 – DWELLING UNITS	= 82 SPACES
TOTAL PARKING=	82 SPACES REQUIRED
PER 23.08.06.1.a	
REDUCED NUMBER OF PARKING	65 SPACES PROVIDED

GENERAL SITE NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE O.D.O.T. CONSTRUCTION & MATERIAL SPECIFICATIONS.
2. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT, FACE OF CURBS, OR OUTSIDE FACE OF BRICK, BLOCK OR BUILDING FASCIA UNLESS OTHERWISE INDICATED.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS AND SHALL REPORT ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS TO THE OWNER OR OWNER'S REPRESENTATIVE IMMEDIATELY.
4. CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS FROM PROPOSED FEATURES TO EXISTING FEATURES AS NECESSARY.
5. ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED AFTER FINISH GRADING IS COMPLETED UNLESS OTHERWISE NOTED. ALL NEW SEEDED OR SODDED AREAS SHALL HAVE A TOPSOIL LAYER OF 8" MINIMUM. CONTRACTOR SHALL SUPPLY AND PLACE STRAW MULCH WHEREVER GRASS SEED HAS BEEN PLACED.
6. CONTRACTOR SHALL REPAIR, RESURFACE, RECONSTRUCT OR REFURBISH ANY AREAS DAMAGED DURING CONSTRUCTION BY THE CONTRACTOR, HIS SUBCONTRACTORS OR SUPPLIERS AT NO ADDITIONAL COST TO THE OWNER.
7. ALL PAINT STRIPING SHALL BE 4" TRAFFIC PAINT IN ACCORDANCE WITH O.D.O.T. ITEM 641 AND SHALL BE WHITE.
8. ACCESSIBLE PARKING STRIPING TO MEET A.D.A. STANDARDS.
9. SEE SITE ELECTRICAL PLAN FOR NEW SITE LIGHTING BASES AND WIRING.
10. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER MAIN OR LATERAL ARE PROHIBITED.

RETAINING WALL NOTE:

CONTRACTOR TO PROVIDE ENGINEERED STRUCTURAL DRAWINGS FOR THE SEGMENTED CONC. BLOCK WALL SYSTEM. DRAWINGS SHALL BE PREPARED/STAMPED BY A REGISTERED PROFESSIONAL ENGINEER. THE CONTRACTOR'S BASE BID SHALL INCLUDE ENTIRELY NEW WALL MATERIALS.

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF CANOPIES, BUILDING UTILITY ENTRANCE LOCATIONS, AND PRECISE BUILDING DIMENSIONS.

CONTRACTOR RESPONSIBLE TO FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITY TIE-INS AS SHOWN ON SITE PLANS (SANITARY, STORM, WATER, GAS, ELECTRIC, PHONE, ETC.) PRIOR TO THE START OF CONSTRUCTION. CONTACT GBC DESIGN, INC., 330-836-0228, WITH ANY CONCERNS PRIOR TO THE START OF CONSTRUCTION.

REVISIONS

GBC DESIGN, INC.
565 White Pond Dr. Akron, OH 44320
Phone 330-836-0225 www.gbcdesign.com

SPIRE DEVELOPMENT, INC.
330 W. SPRING ST. SUITE 430
COLUMBUS, OHIO
45071

PPN: A029160001200
CITY OF ATHENS
ATHENS COUNTY, OH

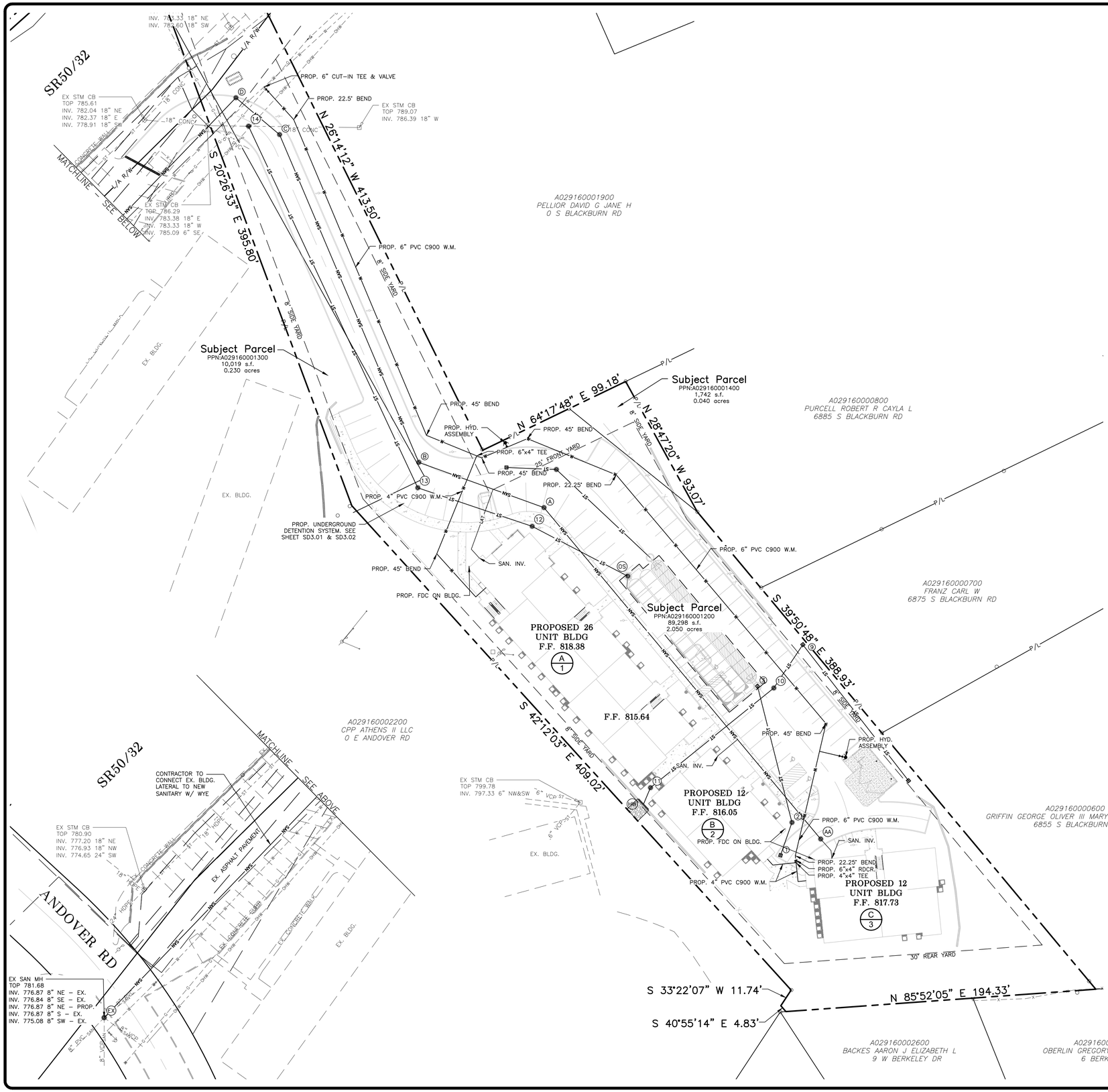
OVERALL SITE PLAN

DRAWN BY: N.L.M.

DATE: JAN. 23, 2025

PROJECT NO. 57092

DRAWING NO. SD2.00



BENCH MARK 1
ELEVATION =

BENCH MARK 2
ELEVATION =

NOTE 1:
CONTRACTOR SHALL MAINTAIN A MINIMUM 18" VERTICAL CLEARANCE BETWEEN PROP. W.M. & PROP. STM. SEW.

NOTE 2:
CONTRACTOR SHALL MAINTAIN A MINIMUM 18" VERTICAL CLEARANCE BETWEEN PROP. SAN. SEW. & PROP. W.M.

NOTE 3:
CONTRACTOR SHALL MAINTAIN A MINIMUM 12" VERTICAL CLEARANCE BETWEEN PROP. SAN. SEW. & PROP. STM. SEW.

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF CANOPIES, PORCHES, VESTIBULE, BUILDING UTILITY ENTRANCE LOCATIONS, AND PRECISE BUILDING DIMENSIONS.

NOTE:
FIRE LINE AND WATER LINE SIZING SHOWN FOR REFERENCE ONLY. CONTRACTOR TO COORDINATE SIZE WITH FIRE PROTECTION DESIGNER AND MEP ENGINEER.

CONTRACTOR RESPONSIBLE TO FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITY TIE-INS AS SHOWN ON SITE PLANS (SANITARY, STORM, WATER, GAS, ELECTRIC, PHONE, ETC.) PRIOR TO THE START OF CONSTRUCTION. CONTACT GBC DESIGN, INC., 330-836-0228, WITH ANY CONCERNS PRIOR TO THE START OF CONSTRUCTION.

NOTE:
SEE ARCHITECTURAL & MEP PLANS FOR SIZES AND EXACT ENTRY LOCATIONS

GENERAL UTILITY NOTES

1. THE LOCATIONS OF TIE IN POINTS FOR UTILITY SERVICES ARE SHOWN FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING THE APPROVAL OF ALL CONNECTION POINTS WITH THE UTILITY COMPANY IN QUESTION.
2. THE COST FOR ALL TRENCHING, CONDUIT, WIRE, TRANSFORMER, OR OTHER MATERIALS AND EQUIPMENT NEEDED TO PROVIDE SERVICE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INCLUDED IN THE CONTRACT PRICE.
3. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
4. ALL ELECTRIC, TELEPHONE AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
5. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM GBC DESIGN, INC. AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. GBC DESIGN, INC. AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
6. OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED UTILITY EASEMENTS PRIOR TO CONSTRUCTION OF RESPECTIVE UTILITIES.
7. SEE ELECTRICAL PLANS FOR SITE LIGHTING, ELECTRICAL, TELEPHONE, AND CATV ROUTING AND CONDUITS.
8. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER MAIN OR LATERAL ARE PROHIBITED.
9. CONTRACTOR TO COORDINATE FDC LOCATION AND MODEL WITH NEW ATHENS FIRE DEPARTMENT.
10. THE CONTRACTOR SHALL CONNECT DOWNSPOUTS TO ROOF DRAINS PER DETAIL ON SHEET SD5.01. A SCREW TYPE CLEANOUT SHALL BE PROVIDED AT ALL BENDS AND END OF PIPES. ROOF DRAINS SHALL HAVE A MIN. 1.00% SLOPE UNTIL IT CONNECTS TO THE CLOSEST AREA DRAIN, 4" COLLECTOR SHOWN ON PLANS.
11. ALL STORM LATERALS SHALL BE CONNECTED TO THE COLLECTOR WITH A QUICKSEAL CONNECTION BY FERNCO OR APPROVED EQUIVALENT.
12. ALL ROOF DRAIN COLLECTORS TO BE 4" @ 1.00% MIN. UNLESS NOTED OTHERWISE.

REVISIONS

GBC DESIGN, INC.
565 White Pond Dr. Akron, OH 44320
Phone 330-836-0225 www.gbcdesign.com

SPIRE DEVELOPMENT, INC.
330 W. SPRING ST. SUITE 430
COLUMBUS, OHIO 45071

PPN: A029160001200
CITY OF ATHENS
ATHENS COUNTY, OH

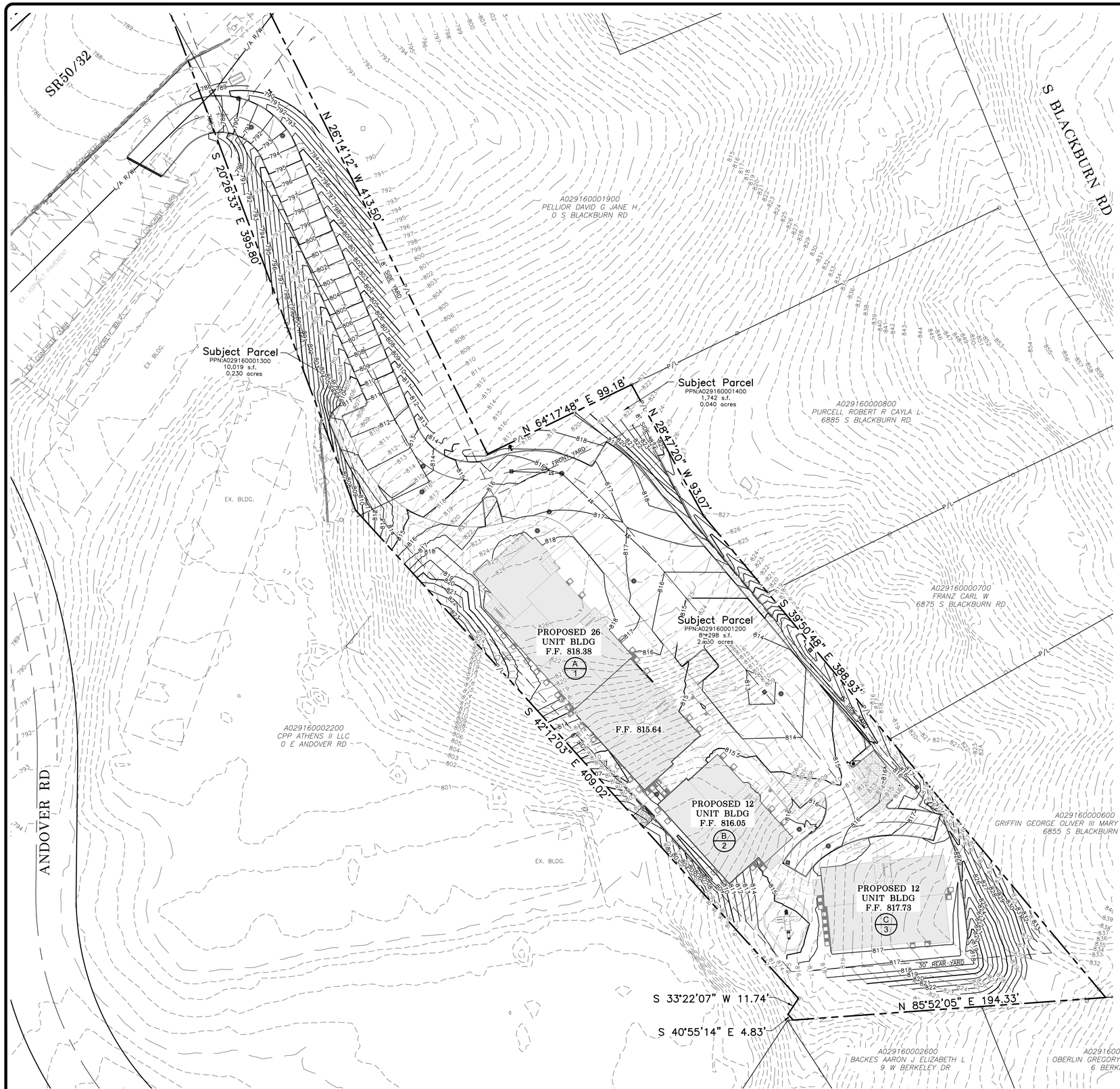
UTILITY PLAN

DRAWN BY: N.L.M.

DATE: JAN. 23, 2025

PROJECT NO. 57092

DRAWING NO. SD3.00



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0 30 60

SCALE: 1"=30'

BENCH MARK 1

ELEVATION =

BENCH MARK 2

ELEVATION =

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF CANOPIES, BUILDING UTILITY ENTRANCE LOCATIONS, AND PRECISE BUILDING DIMENSIONS.

CONTRACTOR RESPONSIBLE TO FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITY TIE-INS AS SHOWN ON SITE PLANS (SANITARY, STORM, WATER, GAS, ELECTRIC, PHONE, ETC.) PRIOR TO THE START OF CONSTRUCTION. CONTACT GBC DESIGN, INC., 330-836-0228, WITH ANY CONCERNS PRIOR TO THE START OF CONSTRUCTION.

GRADING NOTES

1. CONTRACTOR SHALL GRADE AT A MINIMUM THE AREA SHOWN TO FINISH GRADE. ALL SLOPES SHALL BE GRADED AT NO MORE THAN 3:1 AND SHALL HAVE EROSION CONTROL BLANKETS INSTALLED IN ACCORDANCE WITH O.D.O.T. ITEM 712.11 TYPE "G".
2. ALL DISTURBED LAWN AREAS SHALL ALL RECEIVE A MINIMUM OF 4" OF TOPSOIL. ANY EXCESS SOIL SHALL BE HAULED OFFSITE.
3. ALL EARTHWORK SHALL BE IN ACCORDANCE WITH O.D.O.T. ITEM 203.

NOTE:
SPOT GRADES SHOWN FOR PROPOSED MANHOLES AND CATCH BASINS ARE TO TOP OF CASTING.

REVISIONS

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565 White Pond Dr. Akron, OH 44320
Phone 330-836-0228 www.gbcdesign.com

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330 W. SPRING ST. SUITE 430
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PPN: A029160001200
CITY OF ATHENS
ATHENS COUNTY, OH

GRADING PLAN

DRAWN BY: N.L.M.

DATE: JAN. 23, 2025

PROJECT NO. 57092

DRAWING NO. SD4.00

APPLICATION for TITLE 41 / P.U.D.

☒ Title 41 ☐ P.U.D.

CITY OF ATHENS, OHIO

ATHENS CITY CODE TITLE 41/21

(For Office Use Only)

Permit # T4125-000001

Date Rec'd 3/18/2025

Applicant Blackburn Landing L.P. Phone 614-350-0391

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

Property Owner *(if other than applicant)* Faiz Rahman Phone _____

Address 142 Albany Road, Athens, Ohio 45701

E-mail (Optional): _____

PROJECT INFO

Project Name: Blackburn Landing

Project Address/Location: 142 Albany Road

Current Property Use: Single Family Proposed Property Use: Multifamily

Number of Proposed Buildings: 1 Proposed Square Footage: 45,250

Estimated Cost of Project: $8,000,000

Other Items Required (if applicable):

☐ .pdf file	_____	☒ Building Elevations *(7 copies)*	_____	☐ Wellhead *(if required)*	_____
☒ Site Plan *(7 copies)*	_____	☒ Shade Tree Commission Approval	_____	☐ Lot Split *(if required)*	_____
☒ Floor Plan *(7 copies)*	_____	☐ B.Z.A. Approval *(if required)*	_____		

P.U.D. Fees: $600.00 + $30.00/dwelling unit. ***Title 41 Fee: $125.00***

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED AND DRAWINGS ATTACHED ARE TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE.

Applicant Signature _____ Date 3/18/25

Owner Signature _____ Date 3/18/25

(For Office Use Only)

Zone: _____ Flood Plain: _____ Parcel #(s): _____

Preliminary Meeting: _____ Date: _____

City Planner: _____ Fire Chief: _____ Dir. of Eng. & PW: _____

Service-Safety Dir.: _____ Police Chief: _____ Code Director: _____

Planning Commission: _____ Date: _____ ☐ Approval ☐ Refusal

City Council *(P.U.D. only)*: _____ Date: _____ ☐ Approval ☐ Refusal

Cornerstone at Eclipse Run
Fairfield Homes Inc
603 W Wheeling Street,
Lancaster, Ohio 43130

February 13, 2025

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Steve Patterson
Athens Mayor
Athens City
8 E. Washington Street,
Athens, OH, 45701

RE: Cornerstone at Eclipse Run

Dear Mayor Patterson:

The purpose of this letter is to apprise your office that Fairfield Homes plans to be the developer and general partner of a residential rental development located in or within a one-half mile radius of your political jurisdiction, and will submit an application to utilize the multifamily funding programs of the Ohio Housing Finance Agency (OHFA) for the development of this property.

The Cornerstone at Eclipse Run is an exciting opportunity to provide high-quality affordable housing for low-income families in The Plains, Athens County, Ohio. The development will offer affordable family-sized apartments, which are currently lacking in the market, with a mix of 58 one, two, and three-bedroom floorplans. The community design is cost effective to build and manage, visually appealing, and complementary to housing in the surrounding neighborhood. The Cornerstone at Eclipse Run amenities will include a playground, covered patio area, and fitness room for residents. In a family oriented residential community of The Plains, the community sits adjacent to Athens High School and Joe Burrow Stadium, and connects to The Plains Preserve and HockHockingAdena Bikeway. The Plains Preserve protects the Eclipse Run stream and includes a path connecting to the HockHocking Adena Bikeway, which connects The Plains to Nelsonville and Athens.

The proposed development will be financed with a conventional first mortgage and construction loan, Low-income Housing Tax Credit proceeds awarded by OHFA, and an OHFA – Housing Direct Loan equity bridge, and deferred developer fee.

Development Team:

Managing Member:	Walters FHI Holdings, LLC
Developer:	Fairfield Homes, Inc.
Contractor:	Gorsuch Construction
Property Manager:	Fairfield Homes, Inc.

Project Address:	53 Johnson Rd, The Plains Ohio 45780 – Athens County
Number of Units:	58-Units
Program(s) to be utilized in the Project:	Low-Income Housing Tax Credit Program, Ohio Low Income Housing Tax Credit Program, Ohio Housing Finance Agency Bond Gap Financing & Housing Development Loan Program

Right to Submit Comments:

You have the right to submit comments to OHFA regarding the proposed project's impact on the community. Any objection to the project must be submitted in writing and signed by a majority of the voting members of the legislative body. Comments must be received by OHFA within 30 days of the mailing date of this notice.

The person to be notified at OHFA and their address is:

Director of Multifamily Housing
Ohio Housing Finance Agency
2600 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231

OHFA will provide a written response to any objections submitted under the terms outlined above.

Sincerely,

Joseph Wickham
Director of Development
603 W Wheeling St, Lancaster Ohio 43130
740-653-3583
jwickham@fairfieldhomesohio.com