



AGENDA
ATHENS PLANNING COMMISSION
WEDNESDAY, APRIL 2, 2025 AT 11:30 AM

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

Establish Quorum

Disposition of Minutes:

- March 19, 2025

Cases

- Case #25-01 Zone Change Request 111 Hooper Street
- Case #25-02 Title 41 Application 142 Albany Road (Blackburn Landing)

Communications

- Shade Tree Code Changes

Reports

Opportunity for citizens to speak about items not covered on agenda

Announcements & Other Business:

- Next Meeting April 16, 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, March 19, 2025 – 11:30 a.m.

A regular meeting of the Athens City Planning Commission was held in the City Council Chambers, third floor of City Hall, on March 19, 2025, at 11:30 a.m.

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. A quorum was present.

Planning Commission Members:

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

Staff Present:

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

2. Disposition of Minutes

Motion: Chris Knisely moved to approve the minutes from the February 19, 2025, meeting.

Second: Austin Phillips.

Vote: Motion passed unanimously.

3. Cases

No cases were presented.

4. Communications

Zone Change Request – 111 Hooper Street

Presenter: Taylor Koch, Development Officer, Hill Tide Partners

Summary:

Mr. Koch presented a request for a zoning change from R1 and R2 to R3 to facilitate multi-

family housing development. The proposal is aligned with the Athens 2040 Comprehensive Plan and is designed to utilize low-income housing tax credits.

Discussion & Clarifications:

- The prior application was rescinded and resubmitted due to changes in ownership structure.
 - Commission members discussed address discrepancies, hillside stability concerns, and utility infrastructure.
 - The formal vote on the zoning request is scheduled for April 2, 2025.
-

Ohio University Golf and Tennis Center – Parking Lot Expansion

A university representative was absent. **David Riggs** provided an overview based on prior discussions.

Key Issues:

- The proposed spoil area is within a floodway, requiring relocation or a floodplain permit.
 - Tree removal has been minimized, but the exact number of replantings remains unspecified.
 - The project is exempt from Planning Commission review due to university status but must comply with floodplain regulations.
-

Title 41 Application – Blackburn Landing

Presenter: Sean McMickle, Spire Development

Summary:

- Proposed 50-unit multifamily affordable housing project.
- Zoning is compliant (R3 Multi-Family).
- Infrastructure concerns: pedestrian access, water pressure, sewer capacity, and fire truck accessibility.

Discussion:

- Shared-use path to be developed outside of ODOT right-of-way.
- Traffic concerns: ODOT is conducting an intersection analysis at Blackburn Road.
- Engineering review underway: water pressure tests, sewer capacity, and fire truck access assessments.

The application is scheduled for further review on April 2, 2025.

5. Reports

Zoning Review – Lancaster, Columbus Road & Second Street

Presenter: Meghan Jennings, City Planner

Summary:

- Proposed B2 and B3 zoning to better align with land use.
- The city may vacate some right-of-way acquired in the 1960s.
- The proposal includes buffer zones between business and residential areas.
- Public engagement will be encouraged before advancing to City Council.

Discussion:

- Public meetings and signage were suggested to keep residents informed.
 - Concerns about R1 residential areas being too close to B3 business zones were raised.
 - Legal non-conformities: Changes aim to reduce zoning inconsistencies but some properties may be grandfathered in.
-

Budedria Hills Subdivision – Private Road Concerns

Presenter: David Riggs, Code Enforcement Director

Summary:

- Private roads within the 1993 Budedria Hills subdivision were initially intended as public roads.
 - Legal review is pending, and the Planning Commission will be updated accordingly.
-

6. Opportunity for Public Comment

- **Alan Swank** emphasized early public engagement in zoning matters to prevent community concerns from surfacing too late in the process.

- **Chris Knisely** inquired about zoning coordination efforts for the South Side and Old Pomeroy Road, to which **Ms. Jennings** responded that the review was a necessary response to active applications.
 - **Chair Kotowski** expressed concerns about balancing public input with development efficiency.
-

7. Announcements & Other Business

Cornerstone at Eclipse Run – 53 Johnson Road, The Plains

Discussion:

- The city received notification of a proposed 58-unit multifamily development within a 1.5-mile radius of Athens city limits.
 - **Concerns:**
 - High-density development conflicting with neighborhood character.
 - Traffic congestion near Athens City Schools due to limited access via Johnson Road.
 - Infrastructure strain and potential impacts on annexation considerations.
 - **Next Steps:**
 - The city has limited authority but may provide comments to the developer.
-

8. Adjournment

Meeting adjourned at 12:30 p.m.

Minutes prepared by:

Monica Flowers, Secretary, Athens City Planning Commission



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 Sean White Phone (614) 564-7646
 (if other than applicant) 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: [Signature] Date: 2/20/25
 Owner Signature: Sean White Date:

dotloop verified
 02/17/25 1:38 PM EST
 7VPU-GPLB-TMYB-EAIT

For Official Use Only

1. Code Enforcement Admin:

Comments: _____

Signature: [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

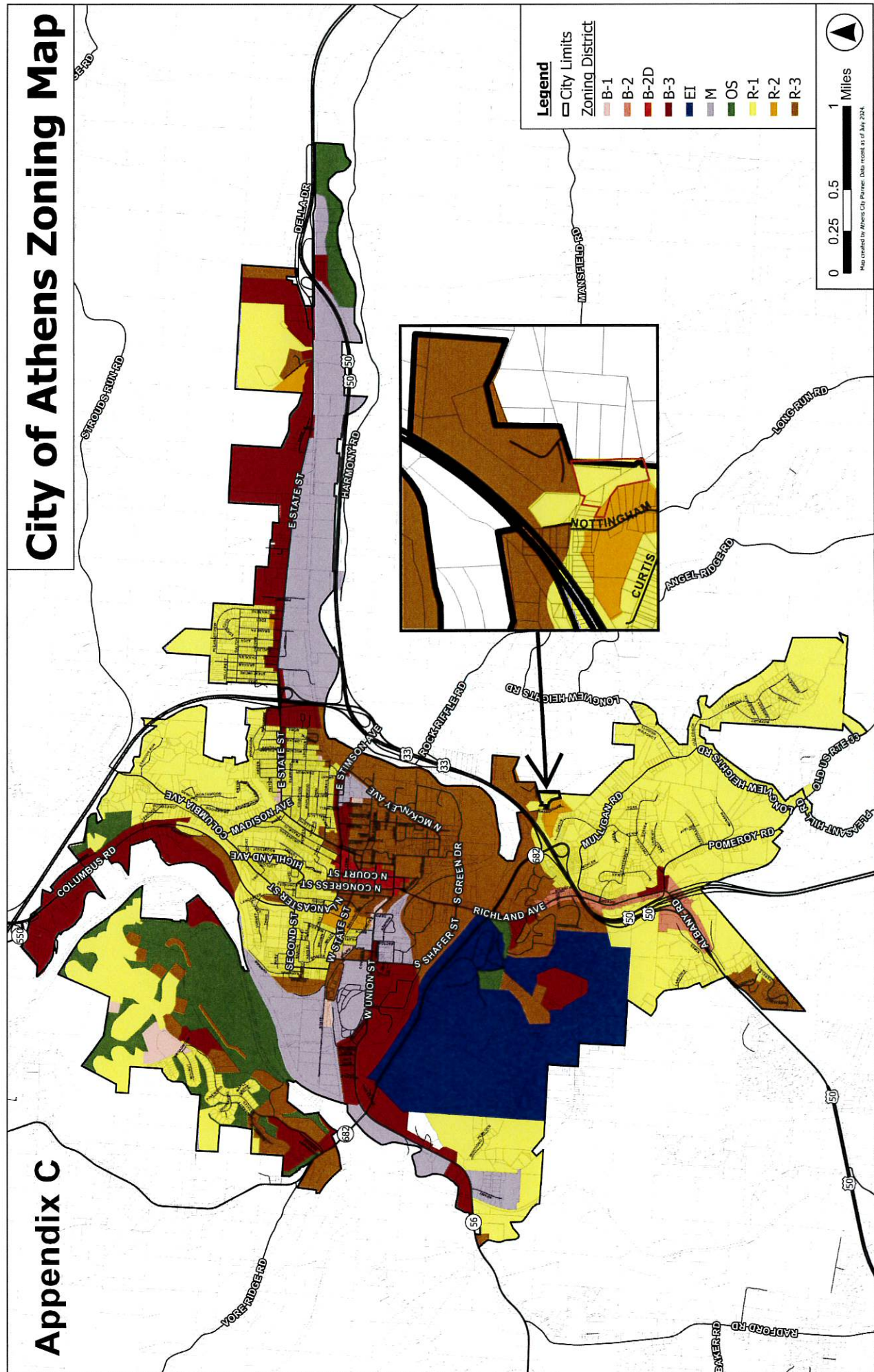
Parcel ID	Owner	Address
A029040002800	J. Crista Hahn Trustee	105 Hooper Street
A029040003300	Oscar Avalos Ovando	0 Nottingham Drive
A029040006700	Bonnie Kay Springer	0 Curtis Street
A010010002000	Bonnie Kay Springer	0 Mulligan Road
A029040003600	Aaron and Jennifer Romero	0 Nottingham Drive
A010010001900	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



City of Athens Zoning Map

Appendix C



Appendix D

REAL ESTATE PURCHASE AGREEMENT

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4. **[Reserved].**

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

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

5. **CLOSING.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **REMEDIES.**

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

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

17. MISCELLANEOUS.

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

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

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

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

SELLER:

<i>Sean White</i>	dotloop verified 11/08/24 5:03 PM EST HLY-TPYI-AEDH-JHAN
-------------------	---

By: Sean Michael White

[SELLER SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT]

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

BUYER:

Hill Tide Partners, LLC, a Georgia limited liability company



By: _____
Its: Dan Winters
Managing Partner

[BUYER SIGNATURE PAGE TO REAL ESTATE PURCHASE AGREEMENT]

EXHIBIT A

REAL PROPERTY DEPICTION

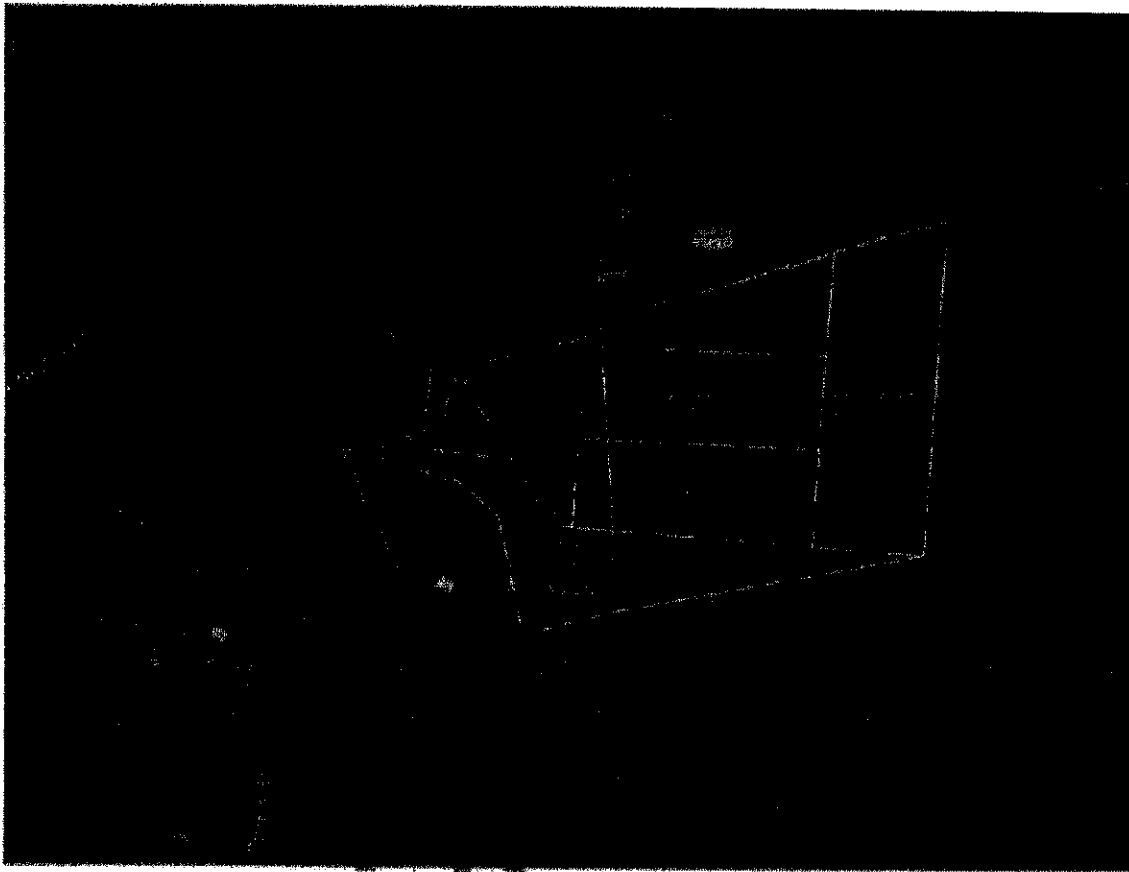


EXHIBIT B

SELLER DUE DILIGENCE

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

Schedule 1

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

Appendix E

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.

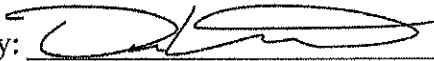
30597430v1

Signature Page Follows.

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

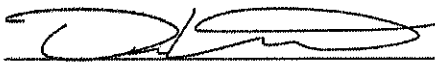
ASSIGNOR:

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

11/13/2024



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

MOST RECENT PHOTO



LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

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

IMPROVEMENTS

A029040001700

11/13/2024



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	0	0	0.480	20,909	\$2,540.00
Unknown					

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	0	0	0.370	16,117	\$1,960.00
Unknown					

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	0	0	1.780	77,537	\$9,430.00
Unknown					

IMPROVEMENTS

A029040002100

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 ALLENDALE TR
SCHOOL DIST ATHENS CSD **TAX DIST** A02
ACREAGE 1.3700

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

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

IMPROVEMENTS

A029040002200

11/13/2024



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

MOST RECENT PHOTO



LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

IMPROVEMENTS

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

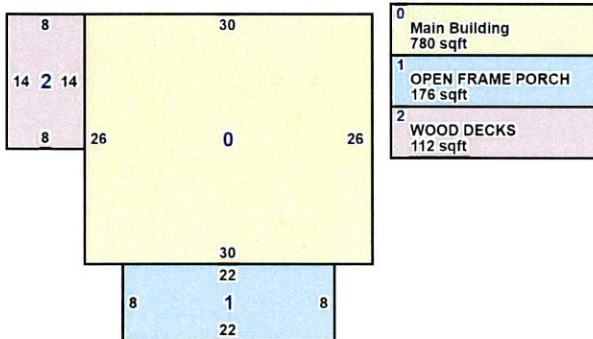
A029040002300

11/13/2024



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

FIRST SKETCH



LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

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

Building Site

IMPROVEMENTS

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

RESIDENTIAL

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

A029040002400

11/13/2024



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

MOST RECENT PHOTO



LEGAL

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

VALUATION

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

TAXES

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

SPECIAL ASSESSMENTS

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

MOST RECENT SALES

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

LAND

IMPROVEMENTS

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

Appendix 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.

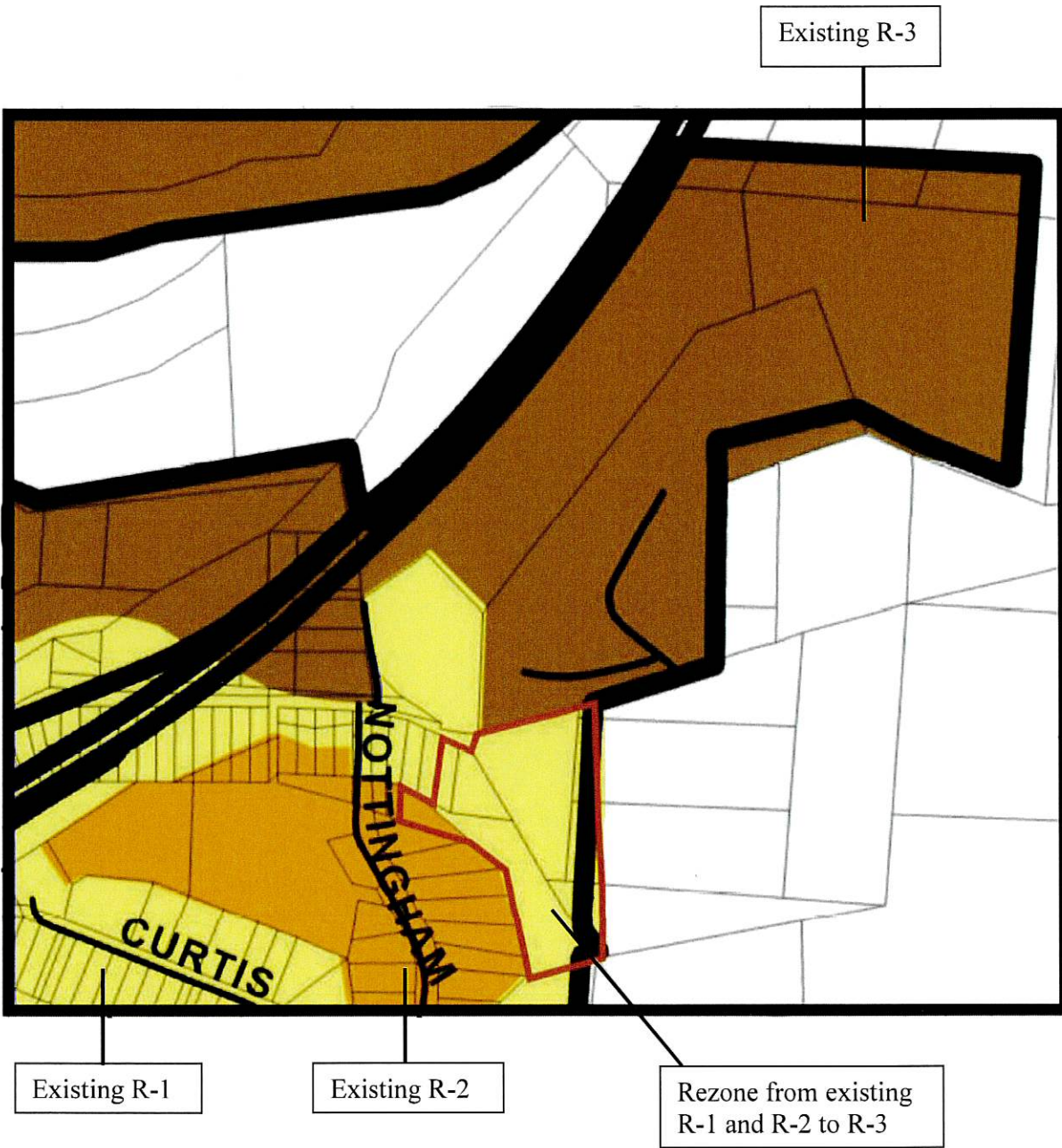
President of Council

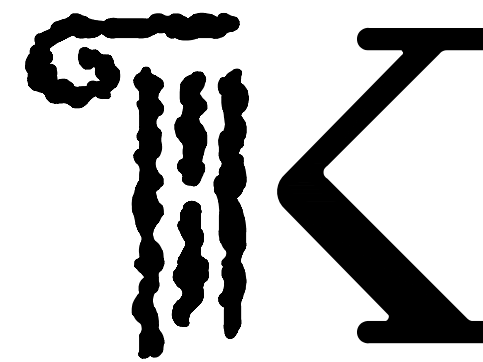
ATTEST:

APPROVED:

Clerk of Council

Mayor





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:

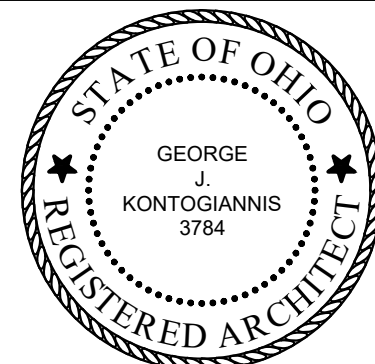


BLACKBURN
— L A N D I N G —

142 ALBANY ROAD
ATHENS, OH 45701

DRAWING TITLE:
SITE PLAN

DATE: 11/14/2024
REVISED:

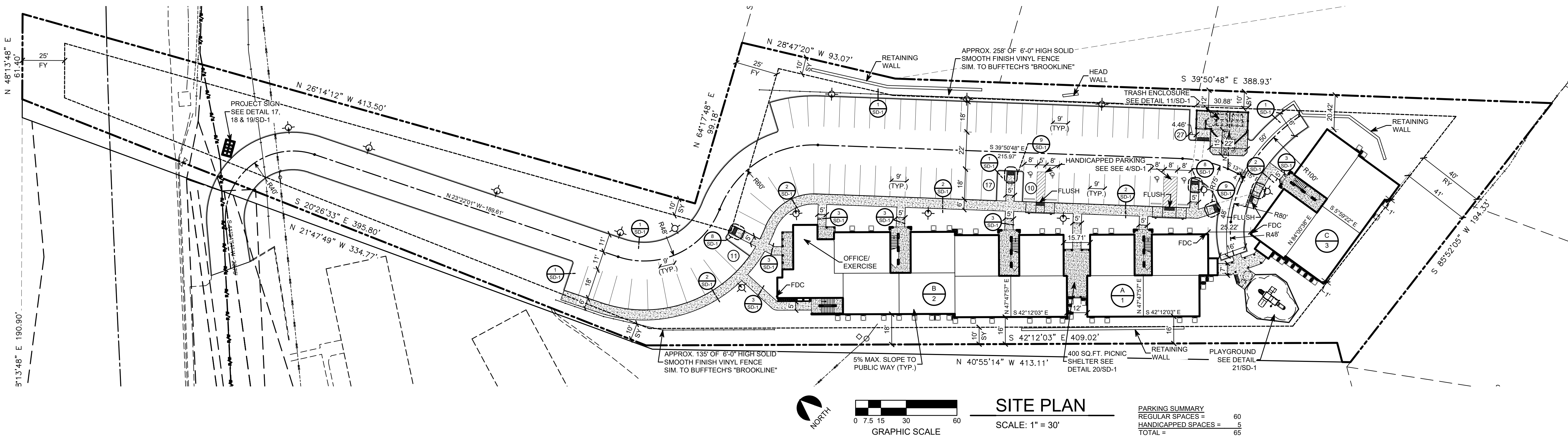


GEORGE J. KONTOGIANNIS, LICENSE #3784
EXPIRATION DATE 12/31/2025
COPYRIGHT © 2025 BY
GEORGE J. KONTOGIANNIS & ASSOCIATES

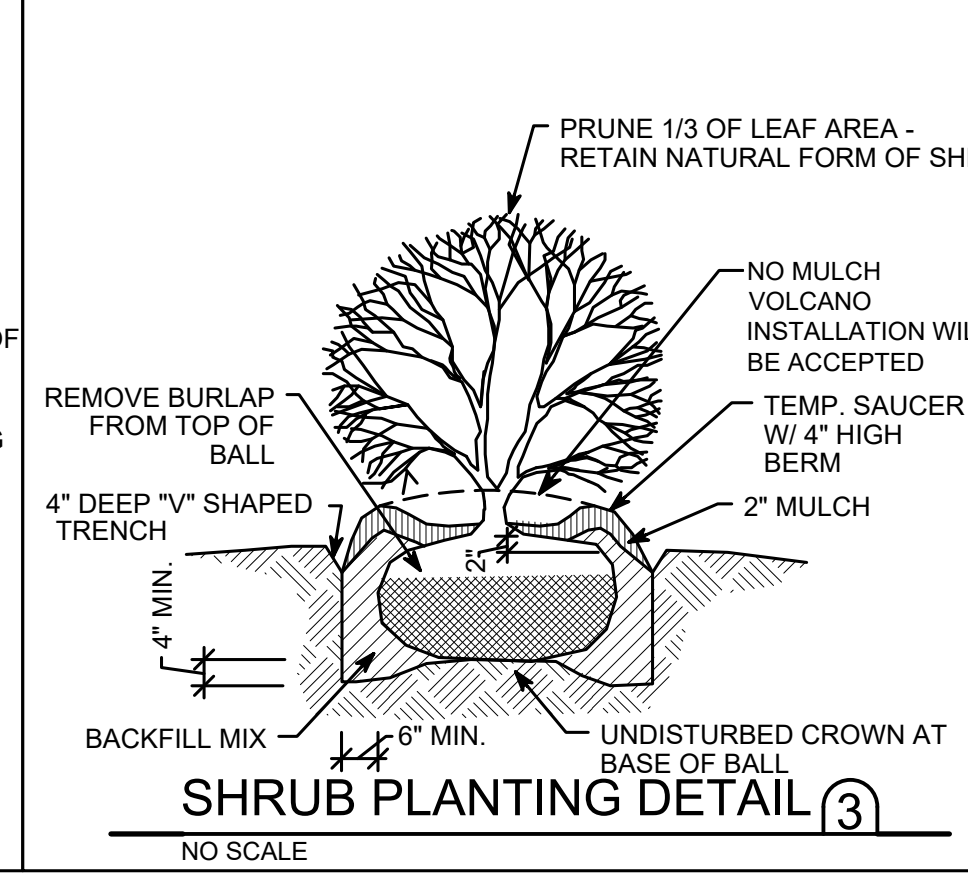
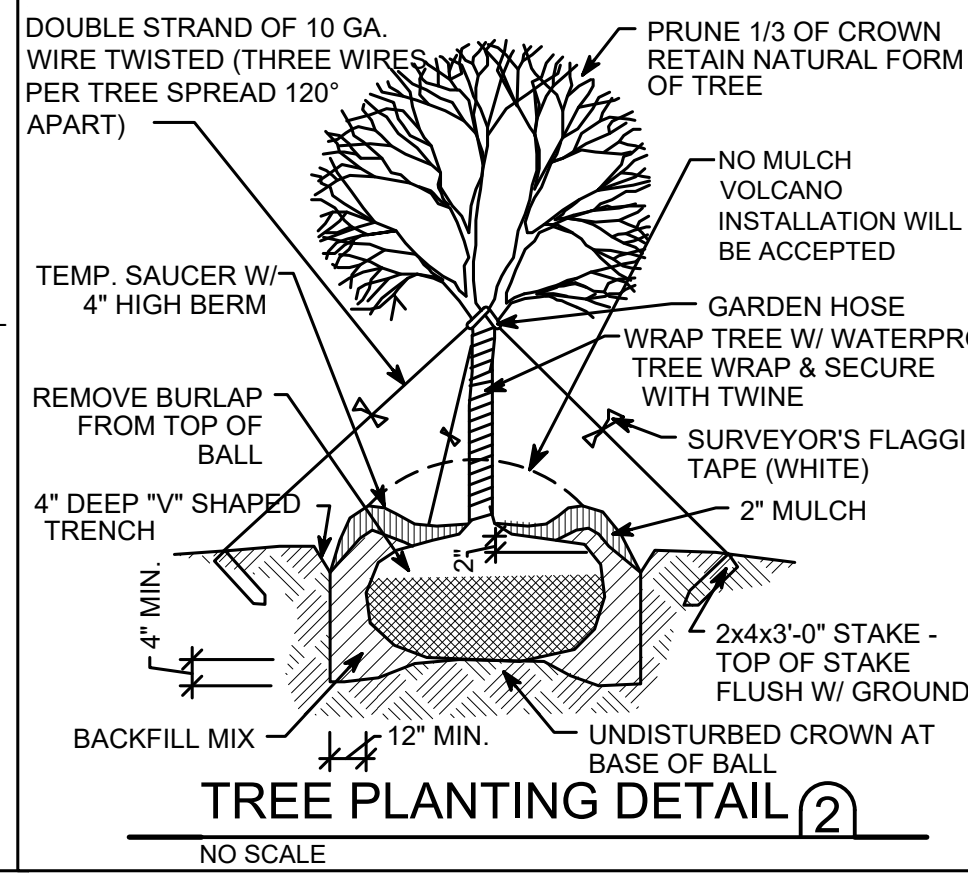
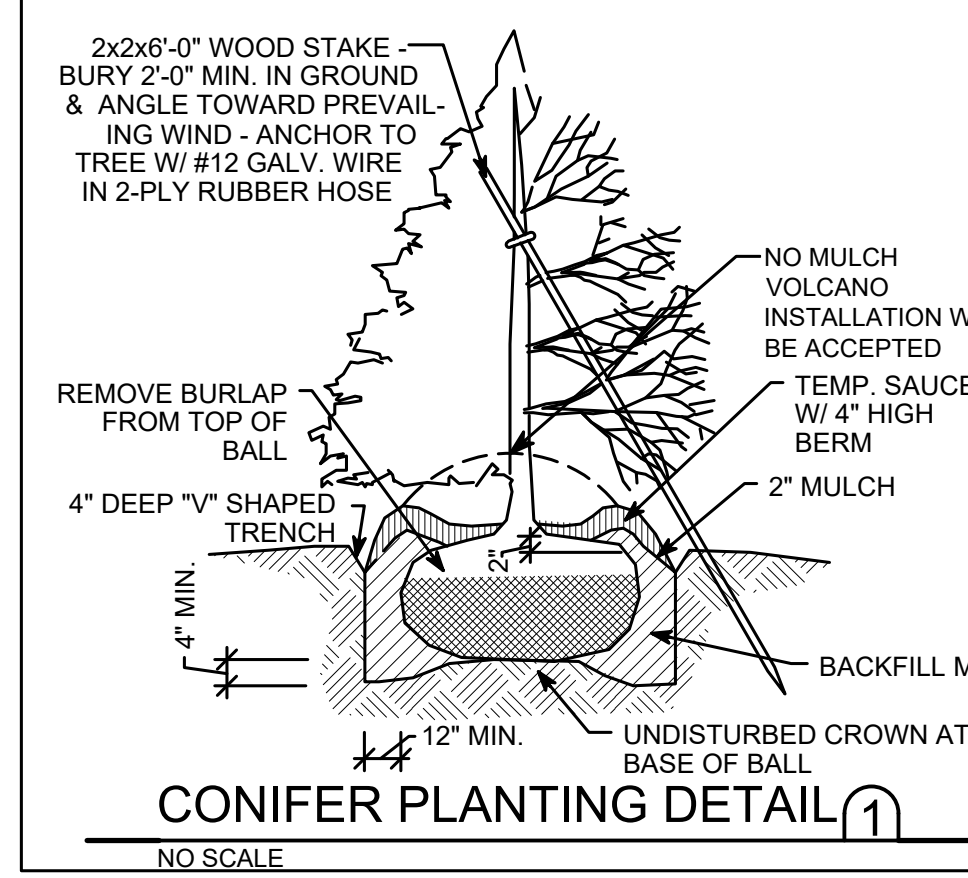
- ☐ SUBMISSION SET 11/14/2024
- ☐ BID SET
- ☒ PERMIT SET 02/17/2025
- ☐ CONSTRUCTION SET

SP-1

H:\Projects\Architects\Current\Blackburn Landing - OH Tax Credit - Spire - Athens\AutoCAD\Site Plans\SP-1.dwg, 3/14/2025 2:00:29 PM, MH



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



PLANT LIST				
SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY.
DECIDUOUS TREES				
GSL	GREENSPICE LINDEN	TILIA CORDATA (GREENSPIRE)	2" MIN CALIPER.	
OGM	RED MAPLE - OCTOBER GLORY	ACER RUBRUM 'OCTOBER GLORY'	2" MIN CALIPER.	
ORNAMENTAL TREES				
MAC	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	
DS	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 SQAMATA	2 GALLON	
TD	TAXUS x MEDIA 'DENSIFORMIS'	DENSIFORMIS	24" HIGH	
DB	DWARF BARBERY	BERBERIS THUNBERGI CRIMSON PYGMY	24" HIGH	
KB	KOREAN BOXWOOD	B. MICROPHYLLA 'LITTLELEAF'	24" HIGH	
BR	BLUE RUG	WILTONI 'BLUE RUG'	12" WIDE	
VR	VARIAGATED RED TWIG DOGWOOD	CORNUS ALBA ELEGANTISSIMA	24" HIGH	
RCT	RED CREEPING THYME	THYMUS 'COCINEUS'	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 SPECTABILIS	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.

$48,304 / 1,527 = 31.6 \approx 32$ 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.

$$59,088 / 1,767 = 33.4 \approx 34 \text{ LARGE TREES}$$

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

37.01.08 RESIDENTIAL LANDSCAPING

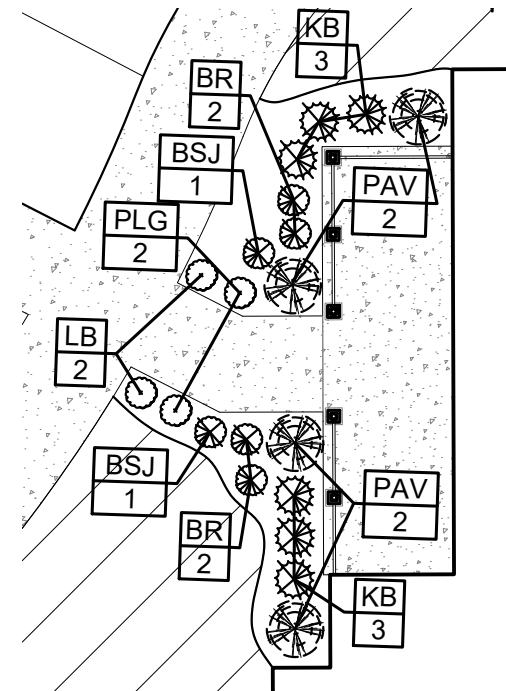
- (A) ONE (1) LARGE OR TWO (2) MEDIUM SHADE TREES FOR EVERY RESIDENTIAL UNIT

50 UNITS = 50 LARGE TREES (100 MEDIUM)

TREES FROM SECTION 37.01.05 MAY BE USED TO MEET THIS REQUIREMENT.

PROVIDED:

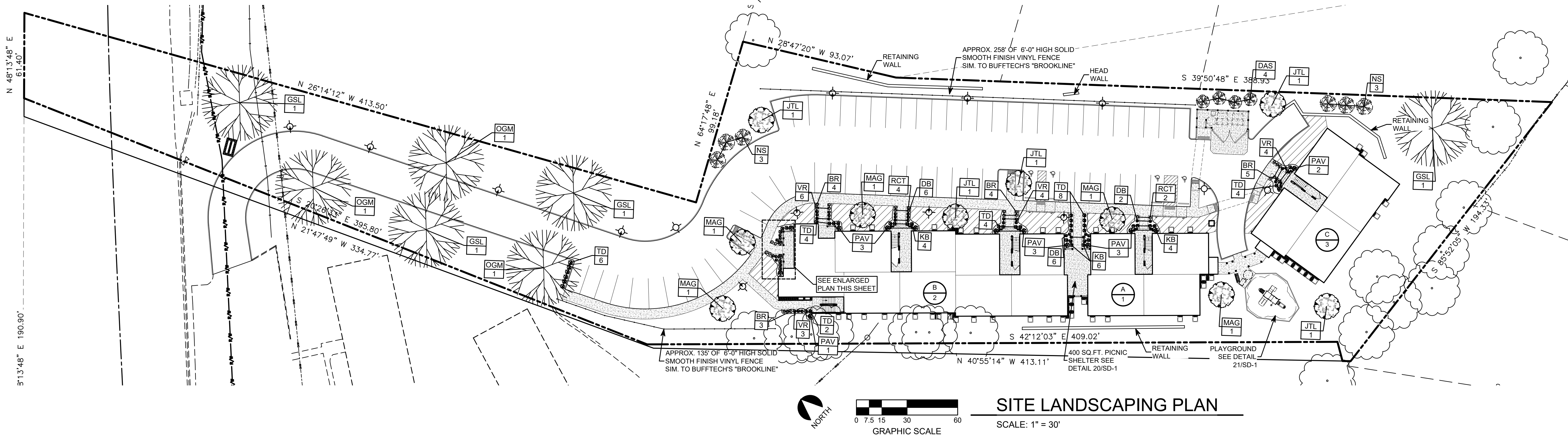
FIVE (5) LARGE & FOUR (4) MEDIUM SHADE TREES



SCALE: 1" = 10'

0 2.5 5 10 20

GRAPHIC SCALE



**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
— L A N D I N G —

142 ALBANY ROAD
ATHENS, OH 45701

DRAWING TITLE:
SITE LANDSCAPING
PLAN

DATE: 11/14/2024
REVISED:



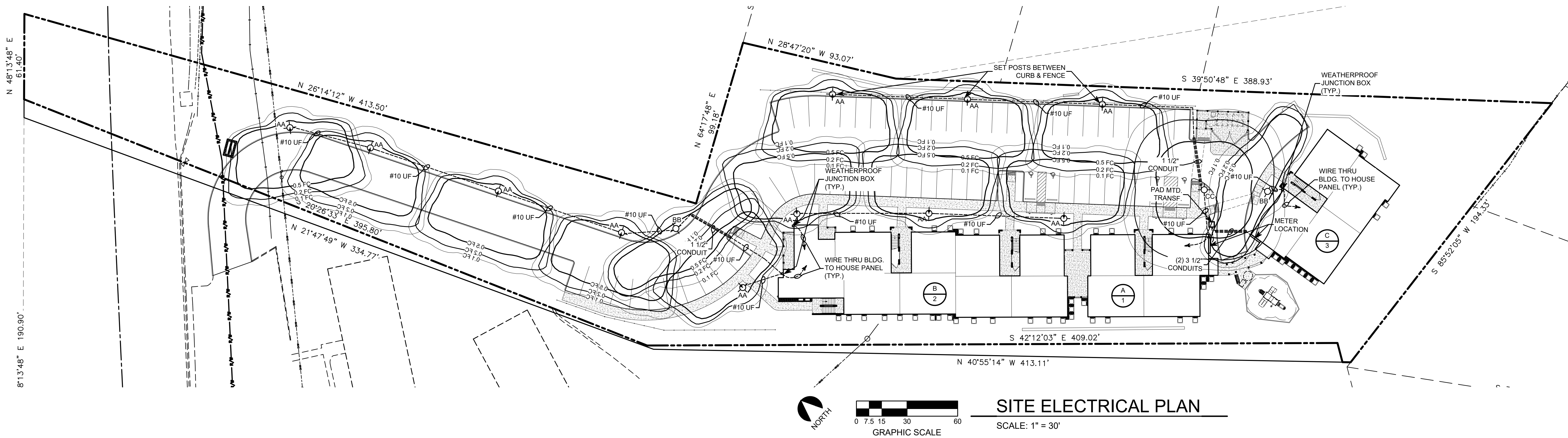
GEORGE J. KONTOGIANNIS, LICENSE #3784
EXPIRATION DATE 12/31/2025

COPYRIGHT © 2025 BY
GEORGE J. KONTOGIANNIS & ASSOCIATES

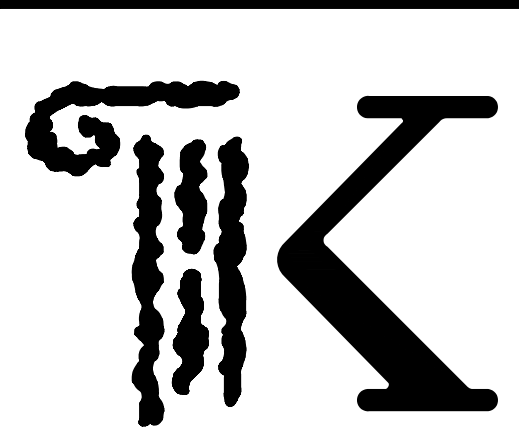
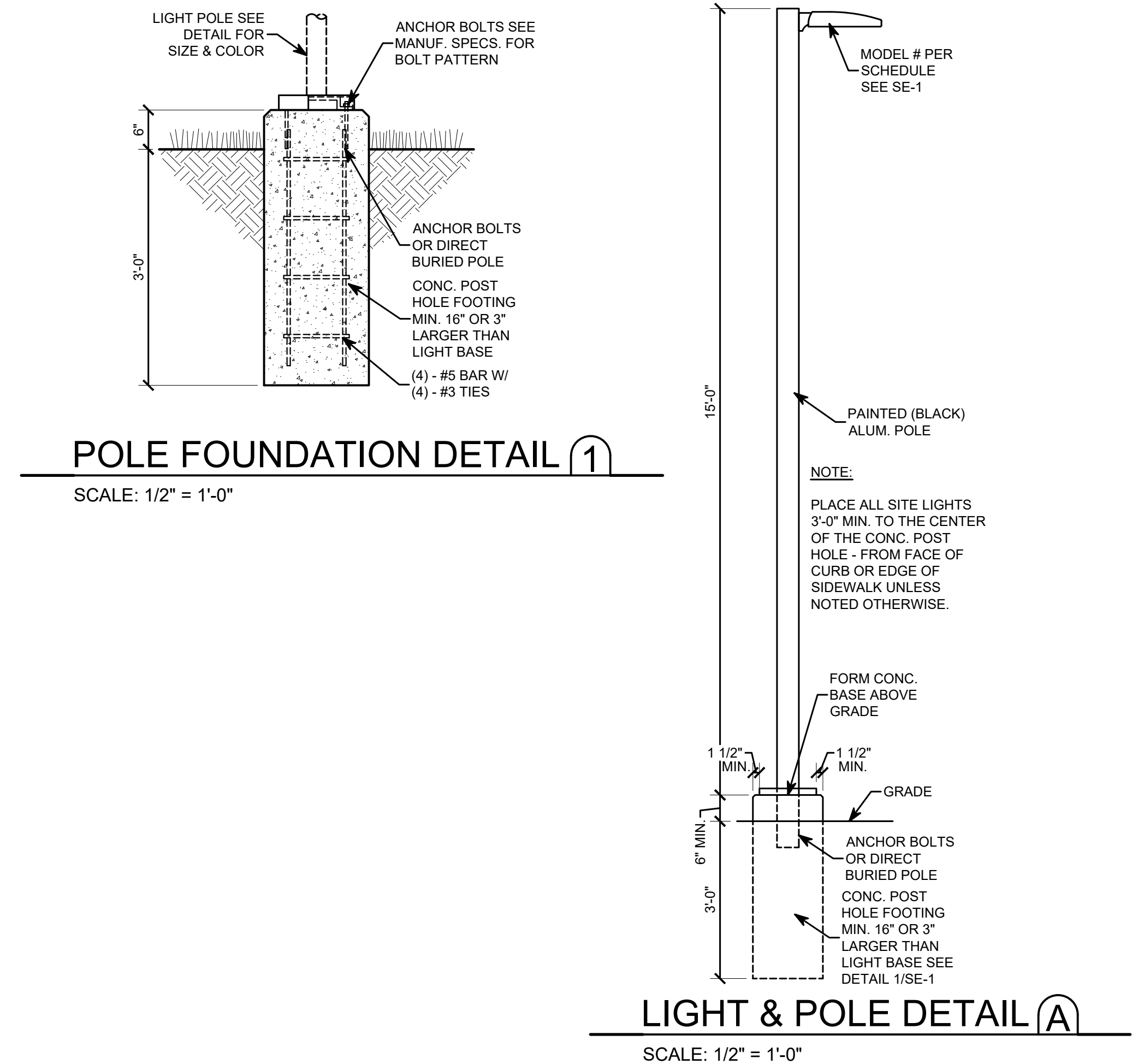
- ☐ SUBMISSION SET 11/14/2024
- ☐ BID SET
- ☒ **PERMIT SET 02/17/2025**
- ☐ CONSTRUCTION SET

SL-1

H:\Projects\Architects\Current\Blackburn Landing - OH Tax Credit - Spire - Athens\AutoCAD\Site Plans\SP-1.dwg, 3/14/2025 1:59:47 PM, MH



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



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



142 ALBANY ROAD
ATHENS, OH 45701

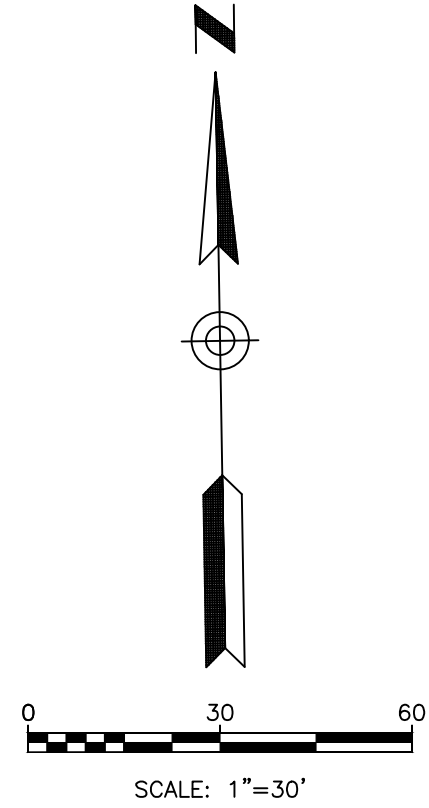
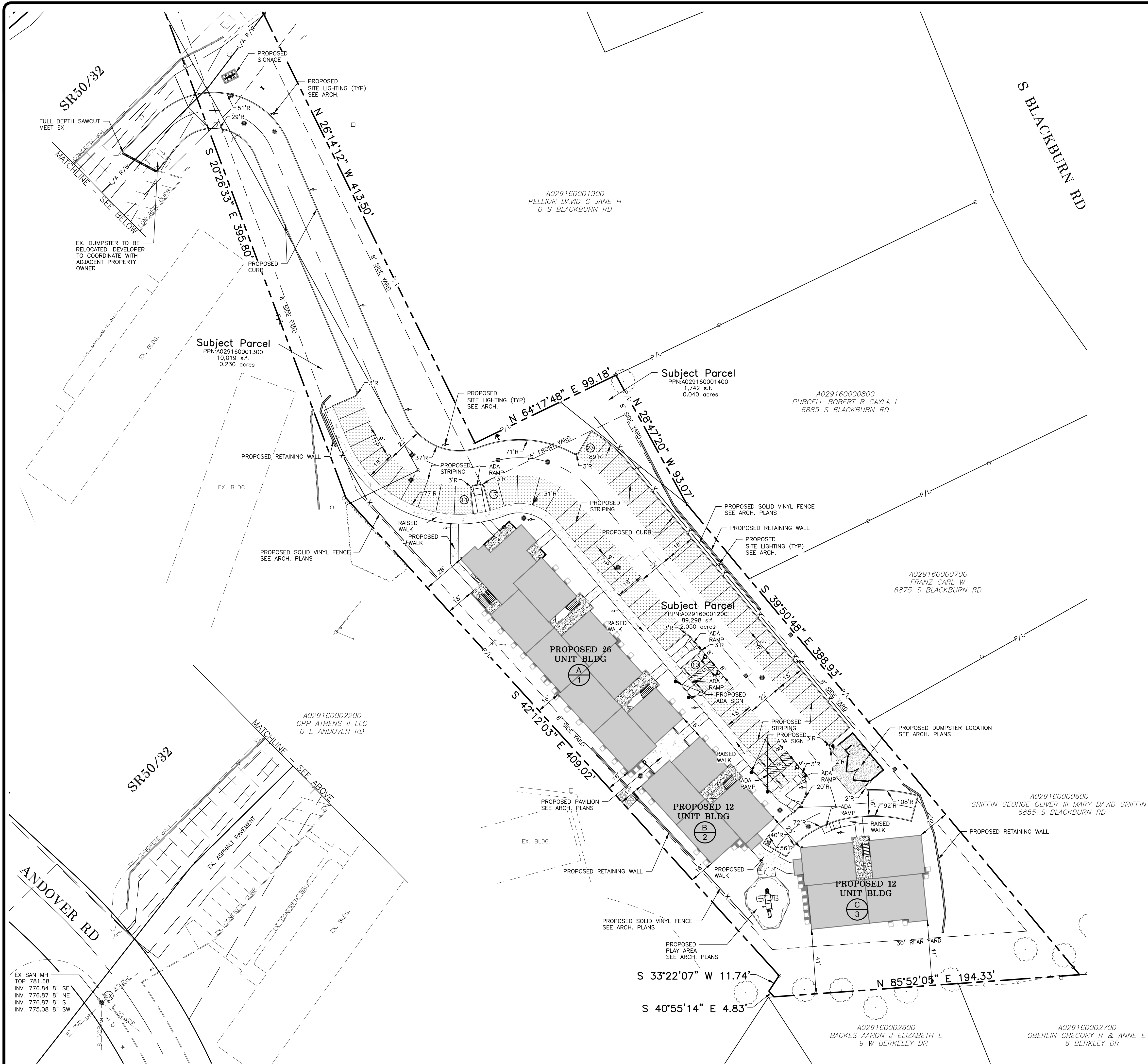
DRAWING TITLE:
SITE ELECTRICAL
PLAN

DATE: 11/14/2024
REVISED:



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

SE-1



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	50 UNITS
TOTAL 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 330-836-0228
www.gbcdesign.com

SPIRE DEVELOPMENT, INC.
330 W. SPRING ST. SUITE 430
COLUMBUS, OHIO 43071

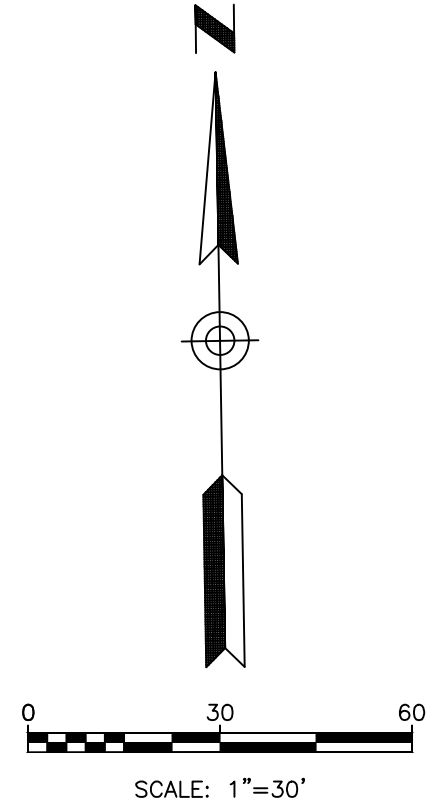
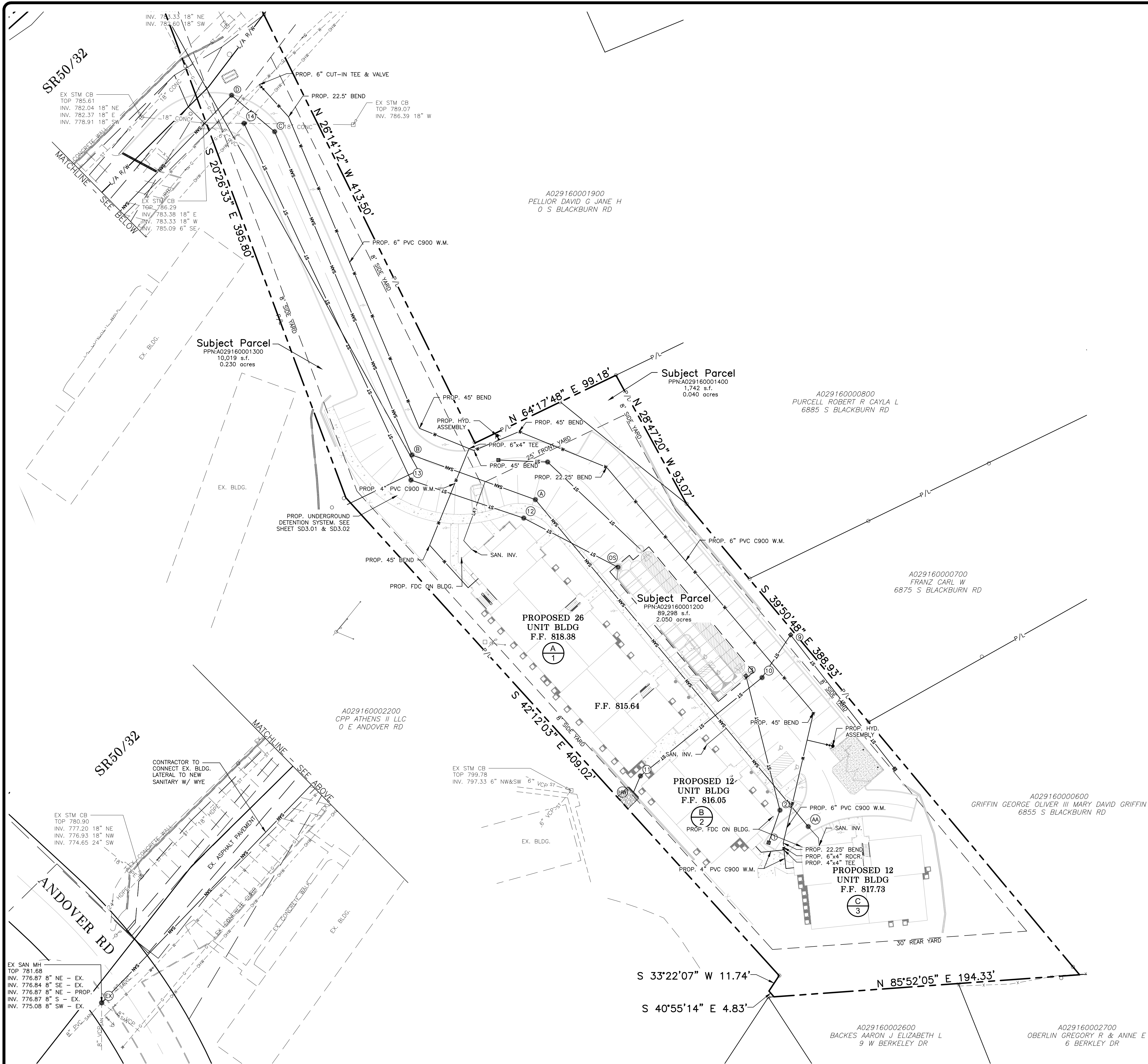
PPN: A029160001200
CITY OF ATHENS
ATHENS COUNTY, OH
OVERALL SITE PLAN

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

- THE LOCATIONS OF TIE IN POINTS FOR UTILITY SERVICES ARE SHOWN FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING AND COORDINATING THE APPROVAL OF ALL CONNECTION POINTS WITH THE UTILITY COMPANY IN QUESTION.
- 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.
- CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
- 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.
- 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.
- OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED UTILITY EASEMENTS PRIOR TO CONSTRUCTION OF RESPECTIVE UTILITIES.
- SEE ELECTRICAL PLANS FOR SITE LIGHTING, ELECTRICAL, TELEPHONE, AND CATV ROUTING AND CONDUITS.
- ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER MAIN OR LATERAL ARE PROHIBITED.
- CONTRACTOR TO COORDINATE FDC LOCATION AND MODEL WITH NEW ATHENS FIRE DEPARTMENT.
- 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.
- ALL STORM LATERALS SHALL BE CONNECTED TO THE COLLECTOR WITH A QUICKSEAL CONNECTION BY FERNCO OR APPROVED EQUIVALENT.
- 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 330-836-0228
www.gbcdesign.com

SPIRE DEVELOPMENT, INC.
330 W. SPRING ST. SUITE 430
COLUMBUS, OHIO 43071

PPN: A029160001200
CITY OF ATHENS
ATHENS COUNTY, OH

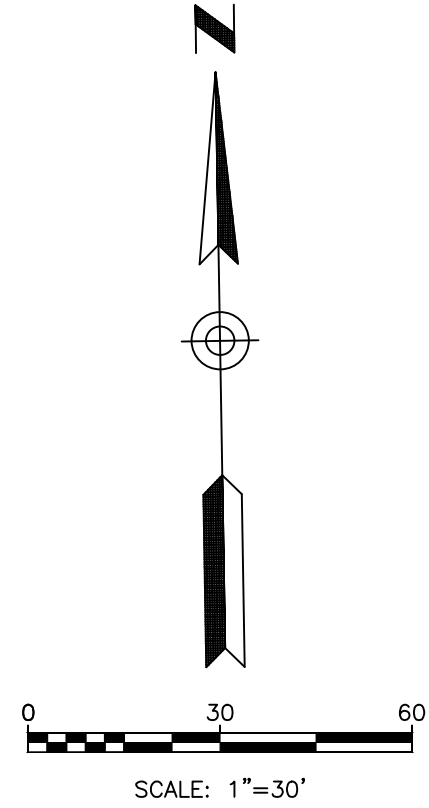
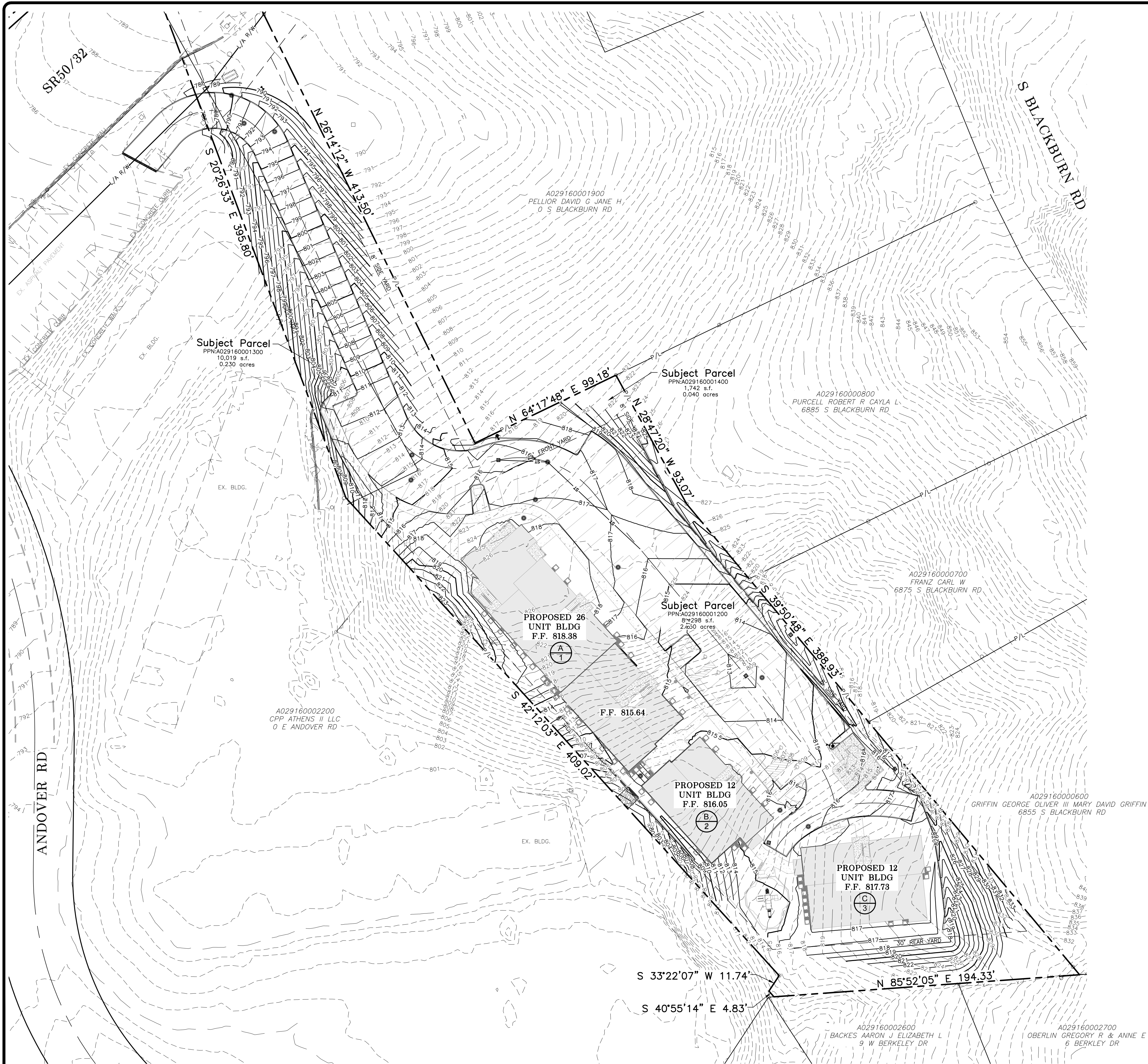
DRAWN BY:
N.L.M.

DATE:
JAN. 23, 2025

PROJECT NO.
57092

DRAWING NO.
SD3.00

UTILITY PLAN



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

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

SPIRE DEVELOPMENT, INC.
330 W. SPRING ST. SUITE 430
COLUMBUS, OHIO 43071

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 # 74125-000001

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 [Signature] Date 3/18/25
Owner Signature [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

9.10.02. Noxious weeds, grass to be cut.

No person, whether the owner, lessee, agent, tenant or other person or entity having charge or care of land in the city, shall permit lawn grass or noxious weeds to grow thereon or on the adjacent right-of-way to a height in excess of eight inches, or to mature seeds thereon, or fail to cut and destroy such high grass, **INVASIVE PLANT SPECIES** or noxious weeds when notified by the code enforcement officer or designee to do so. agricultural plants are exempt if for personal use and are in compliance with Section 37.01.07 sightline maintenance.

All landscaping materials shall be kept in a neat and orderly appearance, free from litter, refuse, debris, and **INVASIVE OR** noxious weeds.

9.10.02.1. Exemption.

UNDEVELOPED LOTS GREATER THAN 20,000 SF AND properties that are registered and in full compliance with the city's native and pollinator-friendly yard registration program, Section 37.02.04, are exempt from the grass and weed height restrictions. such registration does not exempt lawn grass, noxious weeds, or state listed invasive species from Section 9.10.02.

If a native and pollinator-friendly registered garden is cited under Section 9.10.02, that garden will lose their registration and cannot apply for the program for one year.

37.02.04 9.10.02.1. Native and pollinator-friendly front yard program. **–Exemption**

~~Owner-occupied hH~~omes and businesses are encouraged to plant and maintain native pollinator-friendly front yards. ~~This program will be used to document pollinator-friendly locations. The program will also develop educational material for the public.~~

Designation as a pollinator-friendly front yard must include:

- (1) An agreement to reduce all pesticide and herbicide use in the yard.
- (2) Have at least one pollinator-friendly species in bloom during each season from spring through fall.
- (3) Have at least one native pollinator-friendly species in the yard. this can include trees or shrubs.
- (4) Have one of the following in the yard: water source, nesting habitat, or protection.
- ~~(5) After taking the pollinator pledge and paying a \$25.00 application fee, a program property can then display their "pollinator-friendly yard" sign.~~

9.10.02.2 NOTIFICATION FLAGS.

ANY LAND APPLICATION OF PESTICIDES OR FERTILIZER SHALL INCLUDE THE PLACEMENT OF NOTIFICATION FLAGS ALONG THE PERIMETER OF THE APPLICATION AREA OF RESIDENTIAL CUSTOMERS.

21.07.05. Landscape plan.

A landscape plan shall be submitted for all subdivisions within the city in accordance with the city's landscaping ordinance, Title 37, have a street tree plan **REVIEWED approved** by the shade tree commission and **APPROVED BY THE PLANNING COMMISSION**~~post a bond for future installation of the plan.~~

21.07.06. Site protection and general planting requirements.

- (A) Protection of existing plantings: Maximum effort should be made to save fine or exceptional plant specimens. No material or temporary soil deposits shall be placed within the dripline of shrubs and trees designated on the landscape plan to be retained. Protective barriers or tree wells shall be installed around each plant and/or group of plants that are to remain on the site. Barriers shall not be supported by the plants they are protecting, but shall be self-supporting. They shall be a minimum of four feet high and constructed of a durable material that will last until construction is completed. Snow fences and silt fences are examples of acceptable barriers.
- (B) Removal of debris: All stumps and other tree parts, litter, brush, weeds, excess or scrap building materials or other debris shall be removed from the site and disposed of in accordance with the law. If trees and limbs are reduced to chips, they may be used as mulch in landscaped areas, subject to approval by the planning commission.
- (C) Topsoil preservation: Topsoil shall be temporarily stored and later redistributed on all regarded surfaces so as to provide at least four inches of even topsoil cover to all disturbed areas of the development and shall be stabilized by seeding or planting.
- (D) Slope plantings: Landscaping of all cuts and fills and/or terraces shall be sufficient to prevent erosion, and all roadway slopes steeper than one foot vertical to three feet horizontal shall be planted with ground cover appropriate for the land use and for the soil conditions and water availability.
- (E) Additional landscaping: In residential developments, besides the screening and street trees required, additional plantings or landscaping elements may be required throughout the subdivision where necessary for climate control, privacy, or other reasons in accordance with the landscape plan ~~approved by the shade tree commission~~ taking cost constraints into consideration. In non-residential developments, all areas of the site not occupied by buildings and required improvements shall be landscaped by the planting of grass or other ground cover, shrubs, and trees as part of the landscape plan ~~approved by the shade tree commission~~.
- (F) Planting specifications: Deciduous trees shall have at least a one and a half-inch caliper at planting. Size of evergreens and shrubs shall be allowed to vary depending on setting and type of shrub. Only nursery-grown plant materials shall be acceptable, and all trees, shrubs, and ground covers shall be planted according to accepted horticultural standards. Dead and dying plants shall be replaced by the subdivider during the following planting season.
- (G) Plant species: The plant species selected shall be hardy for the climate in Athens County and appropriate in terms of function and size.

21.07.07. Shade trees.

Shade trees shall be installed on both sides of all streets in accordance with the developer's landscape plan, ~~approved by the shade tree commission~~. Subdivisions planned for wooded sites will not need shade trees planted along roadways as long as the **SERVICE SAFETY DIRECTOR** ~~shade tree commission~~ agrees that there are sufficient and acceptable trees remaining in the right-of-way adjacent to the street.

33.01.02. - Duties of the commission.

The duties of the said "shade tree commission" shall be as follows:

- (A) To study the problems and determine the needs of the City of Athens, Ohio, in connection with its tree planting program;
- (B) To recommend to the proper authority, the type and kind of trees to be planted upon such city streets or parts of city streets or in parks as is designated;
- (C) **TO PREPARE AND SUBMIT APPLICATIONS AND PAPERWORK TO MAINTAIN TREE CITY USA DESIGNATION FOR THE CITY OF ATHENS AND TO PARTICIPATE IN ARBOR DAY CELEBRATIONS;**
- (~~CD~~) To assist the properly constituted officials of the City of Athens, Ohio, as well as the council and citizens of the city in the dissemination of news and information regarding the selecting, planting and maintaining of trees within the corporate limits, whether the same be on private or public property, and to make such recommendations from time to time to the council as to desirable legislation concerning the tree program and activities for the municipality;
- (~~DE~~) To provide regular and special meetings at which the subject of trees insofar as it relates to the municipality may be discussed by the members of the commission, officers and personnel of the city and its several divisions and all others interested in the tree program.

33.01.03. Prohibitions.

- (A) No person shall plant, prune or move any tree or shrub on any public area of the City of Athens, Ohio, without first obtaining permission from the service-safety director's office, whose permission shall be given in writing and, except in an emergency as determined by the service-safety director. **IN CASES WHERE THE SERVICE-SAFETY DIRECTOR DETERMINES SUCH A REQUEST IS NOT AN EMERGENCY, THE SERVICE-SAFETY DIRECTOR SHALL** ~~render-after seeking~~ the advice and consultation of the shade tree commission whose advice may include a ~~requirement-RECOMMENDATION~~ to compensate the city to the value of the tree to be removed.
- (B) Upon application by the adjacent property owner, the shade tree commission may advise the service-safety director to permit the adjacent property owner to prune branches below eight feet in height and two inches in diameter of trees in the city right-of-way. Persons permitted to perform such pruning may do so until such time as they are notified by the service-safety director that they are no longer permitted to person such work.
- (C) The shade tree commission will maintain a list of qualifications that persons or companies shall meet in order to perform work for hire on pruning, removing or planting of trees on public property.

33.01.04. Planning.

When the service-safety director is to plan, design, and budget for a city project to build a new street or widening existing streets by including the planting of street trees in the base bid with grass seeding; plans for the planting or preserving of shade trees **SHALL BE SUBMITTED TO** ~~are to be approved by~~ the shade tree commission **FOR REVIEW AND RECOMMENDATION,** ~~but are subject to budget limitations imposed by city council.~~

33.01.05. Subdivision development.

Any new street developed in a subdivision by private developer and dedicated to the city shall have a street tree plan **REVIEWED approved** by the shade tree commission and **APPROVED BY THE PLANNING COMMISSION** post a bond for future installation of the plan. This requirement would be added to the list of subdivision regulations.

37.01.05. Shade tree requirements.

(A) APPLICATION: THIS SECTION SHALL APPLY TO ALL TITLE 41 SITE PLAN DEVELOPMENTS

(A) ~~For every 1,527 square feet of impermeable surface at least one large shade tree or two medium-sized shade trees shall be planted in a permeable space of at least 240 square feet with a minimum linear dimension of eight feet. Shade trees shall be planted within eight feet from the adjacent impermeable surface except where there is a building of more than one story where the shade trees shall be planted between 15 feet to 20 feet from such buildings. Large shade trees must be planted at least 30 feet from each other and from any medium-sized trees. Medium-sized trees must be 15 feet from each other. The shade tree commission maintains lists of large and medium-sized trees from which the trees are to be selected; any trees not on the list must be approved for use by the shade tree commission.~~

(B) ~~For every 1,767 square feet of permeable surface, excluding that used in subsection (A), at least one large shade tree or two medium-sized shade trees shall be planted. Large shade trees must be planted at least 30 feet from each other and from any medium-sized trees. Medium-sized trees must be 15 feet from each other. Healthy trees preserved during site preparation may be counted toward fulfilling the tree requirements.~~

(B) **IN ORDER TO MEET THE COMPREHENSIVE PLAN RECOMMENDATIONS OF 40% SHADE TREE COVER, ONE LARGE OR TWO MEDIUM SHADE TREES FOR EVERY 4,500 SF OF DEVELOPED AREA SHALL BE REQUIRED TO BE PLANTED ON THE DEVELOPMENT SITE. TREES SHALL BE SPACED 75 FEET APART. PRESERVATION OF EXISTING TREES IS ENCOURAGED AND EACH TREE PRESERVED SHALL COUNT TOWARDS THESE REQUIREMENTS.**

(C) If the site cannot facilitate all shade tree requirements, an off-site mitigation fee, established by separate ordinance, will be assessed. Said fee, in accordance with Section 37.02.02, tree bank, will be deposited into the Athens City Tree Bank account line.

(D) Vehicular encroachment. Landscaped areas abutting parking spaces must be protected from vehicular encroachment by wheel stops, curbing or other means to prevent vehicles from damaging trees or other landscaping. Vehicles shall not encroach on landscaped areas.

(E) **MANUFACTURING DEVELOPMENTS ARE EXEMPT FROM THESE LANDSCAPING REQUIREMENTS.**

(F) Anyone aggrieved by the requirements of this section may ask for a variance from the **PLANNING COMMISSION** ~~shade tree commission.~~

37.01.09. Commercial, institutional, and industrial landscaping.

(A) Application. This section shall apply to all new **COMMERCIAL** developments, ~~pavement replacing of existing parking lots greater than 25 percent including adding at least one-fourth inch of material to the surface of 25 percent of the parking lot by way of renovating, repaving, or upgrading, and to alterations to existing~~ **COMMERCIAL** buildings which will increase the floor area by more than 25 percent, ~~and to alterations, renovations, and improvements to existing buildings where the costs exceed 50 percent of the county auditor's valuation. In the case of pavement replacement and existing building alteration, t.~~ The minimum number of parking spaces required for the use by the city zoning code can be reduced by ~~one space, but~~ not more than two spaces to meet **THESE** requirements. Existing native, healthy trees may fulfill these minimum requirements. Acceptable, healthy trees preserved during site preparation may be counted toward fulfilling the tree requirements of Section 37.01.05.

Commented [dr1]: Trying to simplify and meet the comprehensive plan of 40% tree cover. Average shade tree coverage at maturity is 75 to 150 feet in diameter. That is 4,417 to 17,670 sf of shade coverage per tree. At 40% coverage that would be one tree per to 11,042 to 44,184 sf of developed area. Taking the more trees are better approach, say one tree per 4,500 sf.

- (B) Required trees. In all business ~~and manufacturing~~ districts, except the downtown business district, an eight-[foot] wide landscape strip shall be required **ALONG THE REAR PROPERTY LINE**~~adjacent to the street right-of-way, except where driveways or other openings may be required.~~ This eight-foot wide strip shall be landscaped open space ~~free of any wall, fence, embankment and/or walkway.~~ **AND INCLUDE** At least one large or two medium deciduous trees ~~for each 30 feet shall be planted in the landscape strip.~~ Unless utility requirements will only allow small trees to be planted, three small trees shall be planted for each large shade tree required. ~~Trees planted for this requirement may also be used to meet the requirements of Section 37.01.05. To meet this requirement, the trees may be placed in the city right-of-way with the consent of the office of code enforcement.~~
- (C) **MANUFACTURING DEVELOPMENTS ARE EXEMPT FROM THESE LANDSCAPING REQUIREMENTS.**
- (D) **ALL LANDSCAPE PLANS SHALL BE SUBMITTED TO THE SHADE TREE COMMISSION FOR REVIEW AND COMMENT AND THEN SUBMITTED TO THE PLANNING COMMISSION OR THEIR DESIGNEE FOR APPROVAL.**

37.02.02. Tree bank.

- (A) If the specific application of the landscape requirements will seriously limit functions of the site, the ~~shade tree~~ **PLANNING** commission shall have authority to permit consolidation of these landscape requirements into the city tree bank.
 - (1) Landscape off-site mitigation fees will be a dedicated fund.
- (B) City tree bank monies can be used for:
 - (1) Planting native species in public parks and rights-of-ways.
 - (2) Other plantings and maintenance of trees in the city.
 - (3) Purchase of forested/conservation land or conservation easements.
- (C) City service-safety director or his/her designee shall have final determination of use of the tree bank monies.

41.04. Procedure for approval.

- (A) A preliminary review meeting will be held with the service-safety director, or their designee, to discuss the general plan outline and identify any issues.
- (B) File five print copies and one electronic copy of the site plan and related documents, along with the application fee, as determined by Athens City Council, with the service-safety director. File one print copy at the Athens Community Center. When approvals are required, such as ~~shade tree commission~~, wellhead protection, and special flood hazard area, such approvals shall be obtained by the appropriate board/commission, as determined by the service-safety director.
- (C) The service-safety director, or their designee, shall determine if an application for site plan approval is complete. If all information required to accompany the site plan is not provided, the service-safety director shall promptly notify the applicant that the application is not complete, and of the additional items that must be submitted. On the date the service-safety director has determined that the application is complete, they shall affix a check list indicating completion along with a listing of any other considerations given for that particular site, the application shall then be stamped as completed and officially filed on such date.
- (D) Following the determination that the application is complete, the service-safety director shall forward copies of the application to the other city departments as deemed necessary. The service-safety director and any other city officials shall review the plans for compliance with all minimum requirements of the zoning code and city regulations. Within 15 business days from the date that an application has been stamped complete and accepted for filing, other city officials shall each file a written report with the service-safety director containing findings from their review.

- (E) Within 15 business days from the date that the reports in Paragraph 41.04(D) are filed with the service-safety director, the planning commission shall review the application for site plan approval and shall either approve the site plan based upon a determination that the proposed plan is in compliance with all minimum requirements, or shall approve the site plan, subject to conditions, modifications, and restrictions that will ensure that the proposed plan is in compliance with all minimum requirements.
- (F) Within ten days after its decision, the commission shall issue a written decision and shall send a copy of such decision to the applicant. If the commission has denied the site plan, the commission shall set forth in the decision the reasons for the denial.
- (G) Appeals from a final order, adjudication, or decision of the planning commission may be to the Court of Common Pleas of Athens County pursuant to Ohio Revised Code Chapters 2505 and 2506.