



## Municipal Planning Commission

April 8, 2021

## Regular Meeting

## Minutes

4:00 PM

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### **ZOOM TELECONFERENCE**

Join Zoom Meeting

<https://us02web.zoom.us/j/83127667443>

Dial by phone: +1 929 205 6099

Meeting ID: **819 4087 7866**

Passcode: **117167**

**If you want to provide input to the Commission, you will need to be sworn in by stating the following:**

My name is \_\_\_\_\_. My address is \_\_\_\_\_.

I affirm that my testimony is truthful, to the best of my knowledge and ability, so help me God or under penalty of perjury.

### **CALL TO ORDER**

Roll Call

| Attendee Name       | Title       | Status  | Arrived |
|---------------------|-------------|---------|---------|
| Matthew T. Starr    | Chairman    | Remote  |         |
| Austin Swallow      | Member      | Remote  |         |
| Robert Drews        | Member      | Remote  |         |
| Jeffrey Scott Ulery | Member      | Remote  | 4:04 PM |
| Richard Dzik        | Member      | Remote  |         |
| Eric Diehl          | Alt. Member | Excused |         |
| Todd Hawkins        | Alt. Member | Excused |         |

Others in (remote) attendance: Brian Ball, City Engineer; Lacie Blankenhorn, City Development Services Manager; P. Rob. Broeren, City Law Director; Lenor Cochran; Ryan Sponsler; Chad VanSickle; others unidentified via Zoom

### **MINUTES APPROVAL**

- Municipal Planning Commission - Regular Meeting - Mar 11, 2021 4:00 PM

|                  |                                    |
|------------------|------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>        |
| <b>MOVER:</b>    | Robert Drews, Member               |
| <b>SECONDER:</b> | Richard Dzik, Member               |
| <b>AYES:</b>     | Starr, Swallow, Drews, Ulery, Dzik |
| <b>EXCUSED:</b>  | Diehl, Hawkins                     |

## **MPC ITEMS**

### **- 2021-MPC-05 : Parcel #71-00001.000 and a Portion of 71-00001.022 - Preliminary Plat; PND Development Approval**

Development Services Manager, Lacie Blankenhorn, introduced the case before the MPC: Schlabach Builders plan to acquire property accessed from Upper Gilchrist Road, north of US 36 and subdivide into a residential housing development. The properties are zoned PND Planned Neighborhood District. There were predevelopment plans submitted and distributed with the agenda as well as the purchase agreements, a survey for a lot split from the existing Colonial Woods condominium property and proposed deed restrictions. Mr. Broeren interjected citing Codified Ordinance §1135.02 & 1135.03 has the preliminary plat requirements, the contents and what needs to happen and what order. He notes that the requirements are that all the documents be submitted at least 10 days prior to the meeting. He doesn't believe all of the documents were submitted 10 days before the meeting. Additionally, Codified Ordinance §1135.03(c) requires the preliminary plat to receive approval of the Health Commissioner prior to consideration by the Planning Commission. It is his understanding that the plan has not received approval from the Health Department. He believes there are some questions as to whether everything has been properly submitted. It is his recommendation, because the time deadlines have not been met, that the commission cannot review the documents today.

Mrs. Blankenhorn asked if they can review and not make a decision until all of the documents are received, coming back next month.

Mr. Broeren said Municipal Planning can start to go through and make sure they have everything and get information. He wants to make sure everyone is aware that the lack of documentation as well as the timing of the submission of other documentation meant that the commission cannot fully review and make a decision today.

Mayor Starr verified the lack of documentation to be: Health Department Approval.

Mr. Broeren directed to the list at §1153.02(b)(1-12).

Mayor Starr asked is time would be wasted trying to go through hearing anything further today.

Mrs. Blankenhorn asked about the lot split. Mr. Broeren said the lot split has another issue, because it already has an approved plan. The lot split will invalidate the prior plan. He asked if anyone from the proposed lot split property was on the call (Colonial Woods Condominiums). No one was identified.

Chad from Diversified Engineering, representing Schlabach Builders, said they did the survey for the lot split.

Mr. Broeren suggests Municipal Planning needs to know what Colonial Woods' revised plan looks like. Not only do they have an active development plan that will be invalidated by the split, they also have a number of obligations to the City. He wants to ensure they are able to carry through that with the split.

Chad said the development plan was submitted by the March 17 deadline. Lacie reviewed it and it was updated this week. The sanitary and water profiles were missing. Those were added to the plan submitted this week. Diversified reviewed that information with the Utility Commission on Tuesday of this week. The utilities were approved.

Mr. Broeren reiterated §1135.03(a) stating the full plan was not submitted at least 10 days prior to the meeting at which it is to be considered.

Chad confirmed they have not heard back from the Health Department yet.

Mrs. Blankenhorn asked about the submitted Deed Restriction, if there are questions or suggestions should those be reviewed now, sent directly to Diversified or handled how. Mr. Broeren was happy to handle however the Commission wished to. Mayor Starr said to proceed with reviewing Lacie's input of the Deed Restrictions.

Lacie addressed paragraph one stating ranch style or 1-1/2 story residences shall not have less than 1,100 square feet. City Code requires a minimum 1,200 square feet home in an R-1 District, plus a garage. She suggests the 1,100 be increased to 1,200.

Mention of an Architectural Control Committee creates issues in the future when property owners don't know who that is. She suggests identifying who that is.

The submitted document appears to start at Article III. The Commission needs to see the entire document.

Mr. Swallow suggested that the Developer make sure the Deed Restrictions are in sync with the City's regulations.

Mr. Ball asked if there should be some defaults, such as, if the mentioned Architectural Control Committee fails to exist it defaults back to the City's Planning Commission. Or if there are significant changes in City Code, for example 900 square feet housing become acceptable, that there are some defaults that this document can be re-reviewed in the future by the Planning Commission or BZA.

Mr. Broeren said it may be difficult to make if then statements in deed restrictions. He did confirm the Planning Commission needs to see the whole document.

Mr. Ball said he doesn't think they plan to create an HOA. Because of prior experience with HOA's becoming defunct and causing problems, think about the document if the neighborhood government dissolves that it defers back to a permanent Board of the City to help the property owners through the process.

Lacie referred to the same section talking about unimproved lots being mowed not less than 3x per year. City Code §1305.04 specifically address grass, keeping it to a limit of 8". There could be confusion about the difference regulations and an owner mowing only 3x per year could get a violation letter from the City for having grass higher than 8".

Mr. Drews questioned who would administer this documents without an HOA.

Lacie referenced Section 2 mentioning Developer. She questions whether the Developer is separate from the Architectural Control Committee. This terminology needs to be defined.

Lacie discovered the restrictions she made notes on were different from the restrictions in the agenda. The review was stopped until the correct version was identified and/or the complete document is submitted.

Mayor Starr opted to wait until the Health Department approval is done and a complete package is submitted. Also, at the next meeting a representative from Colonial Woods' parent company is need to talk about the lot split.

Mr. Drews made a motion to adjourn. Mr. Swallow seconded. AIF. Motion carried.

|                             |
|-----------------------------|
| <b>RESULT:</b> <b>TABLE</b> |
|-----------------------------|

### **ADJOURN AT THE CALL OF THE CHAIRMAN**

#### **- Adjourn Motion**

Mr. Drews made a motion to adjourn the meeting, Mr. Swallow, seconded and the meeting was adjourned at 4:21PM.



**Municipal Planning Commission**  
**40 Public Square**  
**Mount Vernon, OH 43050**

Meeting: 04/08/21 4:00 PM

**Dept: Municipal Planning Commission**

**SCHEDULED**

Category: Lands  
 Prepared By: Lacie Blankenhorn  
 Initiator: Lacie Blankenhorn

**MPC ITEM (ID # 2310)**

**DOC ID: 2310**

**2021-MPC-05 : PARCEL #71-00001.000 AND A PORTION OF 71-00001.022 - PRELIMINARY PLAT; PND DEVELOPMENT APPROVAL**

Per Codified Ordinance Title Three - Subdivision Regulations

Description of Request: Schlabach Builders plan to acquire property accessed from Upper Gilchrist Road, north of US 36 and subdivide into a residential housing development. The properties are zoned PND Planned Neighborhood District.

~~The attached plans will be changed prior to the meeting due to an additional planned land acquisition (Choice Realty Solutions parcel #49-01395.000) at the southeast corner of Phase I. Plans and profiles of proposed sanitary sewerage and water systems will also be added to comply with the Preliminary Plat Checklist.~~

Attachments have been updated with: Predevelopment Plan with sewer and water dated 04/01/2021; purchase agreements (3); a survey for the proposed lot split of the Colonial Woods Condominiums property; proposed deed restrictions.

**COMMENTS - Current Meeting:**

Development Services Manager, Lacie Blankenhorn, introduced the case before the MPC: Schlabach Builders plan to acquire property accessed from Upper Gilchrist Road, north of US 36 and subdivide into a residential housing development. The properties are zoned PND Planned Neighborhood District. There were predevelopment plans submitted and distributed with the agenda as well as the purchase agreements, a survey for a lot split from the existing Colonial Woods condominium property and proposed deed restrictions.

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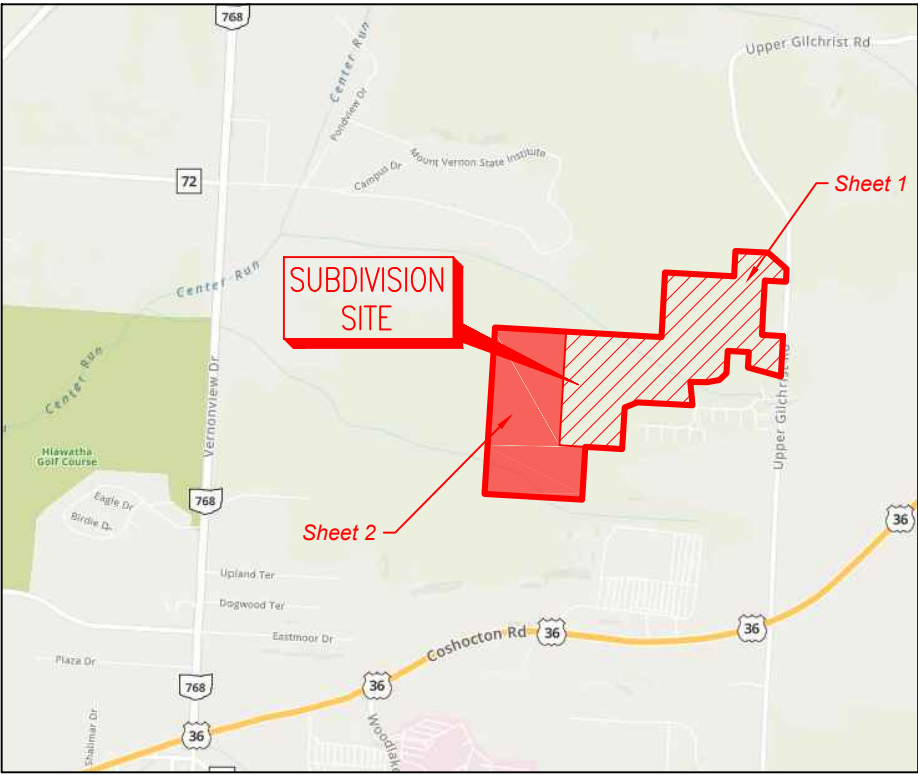
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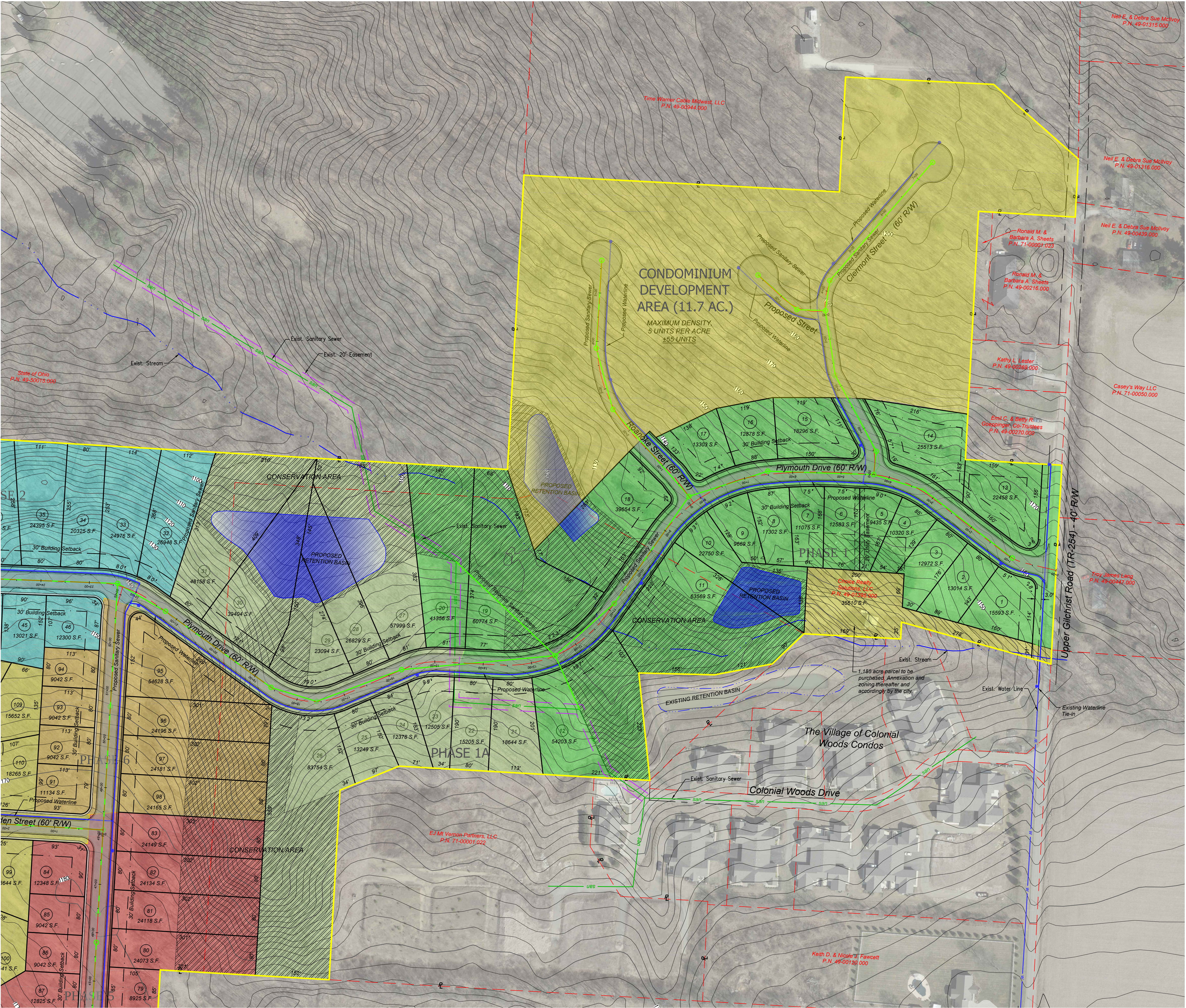
Mr. Drews made a motion to adjourn. Mr. Swallow seconded. AIF. Motion carried.

**RESULT:      TABLE**

LOCATED IN SECTION 17, QUARTER TOWNSHIP 3,  
TOWNSHIP 7, RANGE 12, UNITED STATES MILITARY LANDS,  
CITY OF MOUNT VERNON, KNOX COUNTY, OHIO



VICINITY MAP  
Not to Scale



- PHASE 1 - LOT 1 THRU 20 = 20 LOTS
- PHASE 1A - LOT 21 THRU 31 = 11 LOTS
- PHASE 2 - LOT 33 THRU 46 = 15 LOTS
- PHASE 3 - LOT 47 THRU 59 = 13 LOTS
- PHASE 4 - LOT 60 THRU 73 = 14 LOTS
- PHASE 5 - LOT 73 THRU 90 = 17 LOTS
- PHASE 6 - LOT 91 THRU 98 = 8 LOTS
- PHASE 7 - LOT 99 THRU 110 = 12 LOTS
- SUBDIVISION BOUNDARY = 71.7 ACRES
- CONSERVATION AREA - 15.6 ACRES
- CONDOMINIUM DEVELOPMENT AREA
- PROPOSED SANITARY SEWER
- PROPOSED WATERLINE
- PROPOSED UTILITY EASEMENT

NUMBER OF LOTS IN SUBDIVISION = 110 LOTS  
LENGTH OF STREET IN SUBDIVISION = 7,391 L.F.

ZONED = PND

NO UNDERGROUND MINING OPERATIONS.

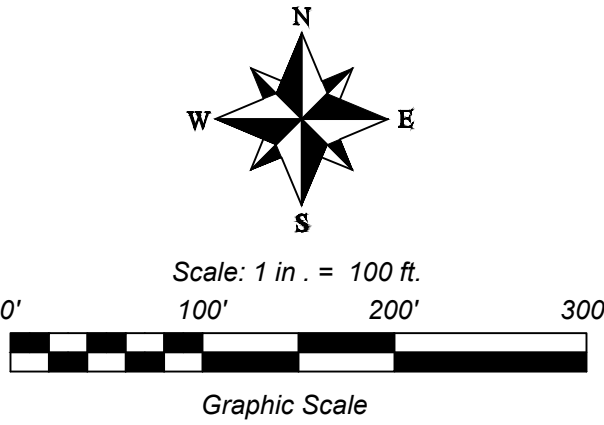
NOT IN FLOOD ZONE.

TRASH COLLECTION SYSTEMS:  
1) RESIDENTIAL SINGLE FAMILY HOMES / CONDOMINIUM DEVELOPMENT AREA  
- INDIVIDUAL WASTE COLLECTION CONTAINERS  
- HOMEOWNERS RESPONSIBILITY

MINIMUM SIDE YARD SETBACK: TEN FEET FOR PRINCIPAL BUILDINGS AND FIVE FEET FOR DETACHED ACCESSORY BUILDINGS.  
MINIMUM REAR YARD SETBACK: THIRTY FEET; PROVIDED HOWEVER, THAT THE MINIMUM REAR YARD SHALL BE TWENTY-FIVE FEET FOR LOTS AFFECTED BY THE RADIUS OF CUL-DE-SAC TURNAROUND, AND SHALL BE FIVE FEET FOR ACCESSORY BUILDINGS.

OWNER / DEVELOPER:

Schlabach Builders  
6678 State Route 241  
Millersburg, Ohio 44654

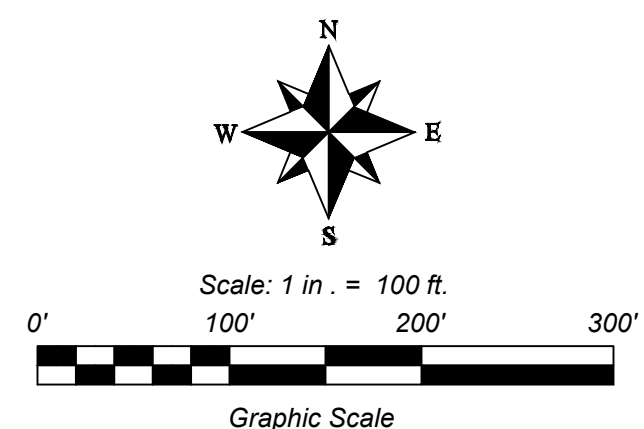


| ISSUE DATE | SCALE     | 1" = 100'   | CTR INT. | 2" |
|------------|-----------|-------------|----------|----|
| 04/07/2021 | 1" = 100' | CHECKED BY  | CCV      |    |
|            |           | APPROVED BY |          |    |
|            |           | DESCRIPTION |          |    |
| REV        | DATE      | DESCRIPTION |          |    |

**Diversified Engineering Inc.**  
CONSULTING ENGINEERS & SURVEYORS  
1145 MAY AVENUE  
NEW PHILADELPHIA, OH 44663  
Tel: (330) 344-4031  
Fax: (330) 344-4031  
www.diversified-eng.com

**GILCHRIST ESTATES SUBDIVISION**  
PROJECT: UPPER GILCHRIST ROAD, MOUNT VERNON, OHIO  
SHEET TITLE: PROPOSED DEVELOPMENT PLAN

SHEET NO:  
**1**  
3



 **Diversified  
Engineering Inc.**  
CONSULTING ENGINEERS & SURVEYORS

175 RAY AVENUE, N.E.  
NEW PHILADELPHIA, OH 44663

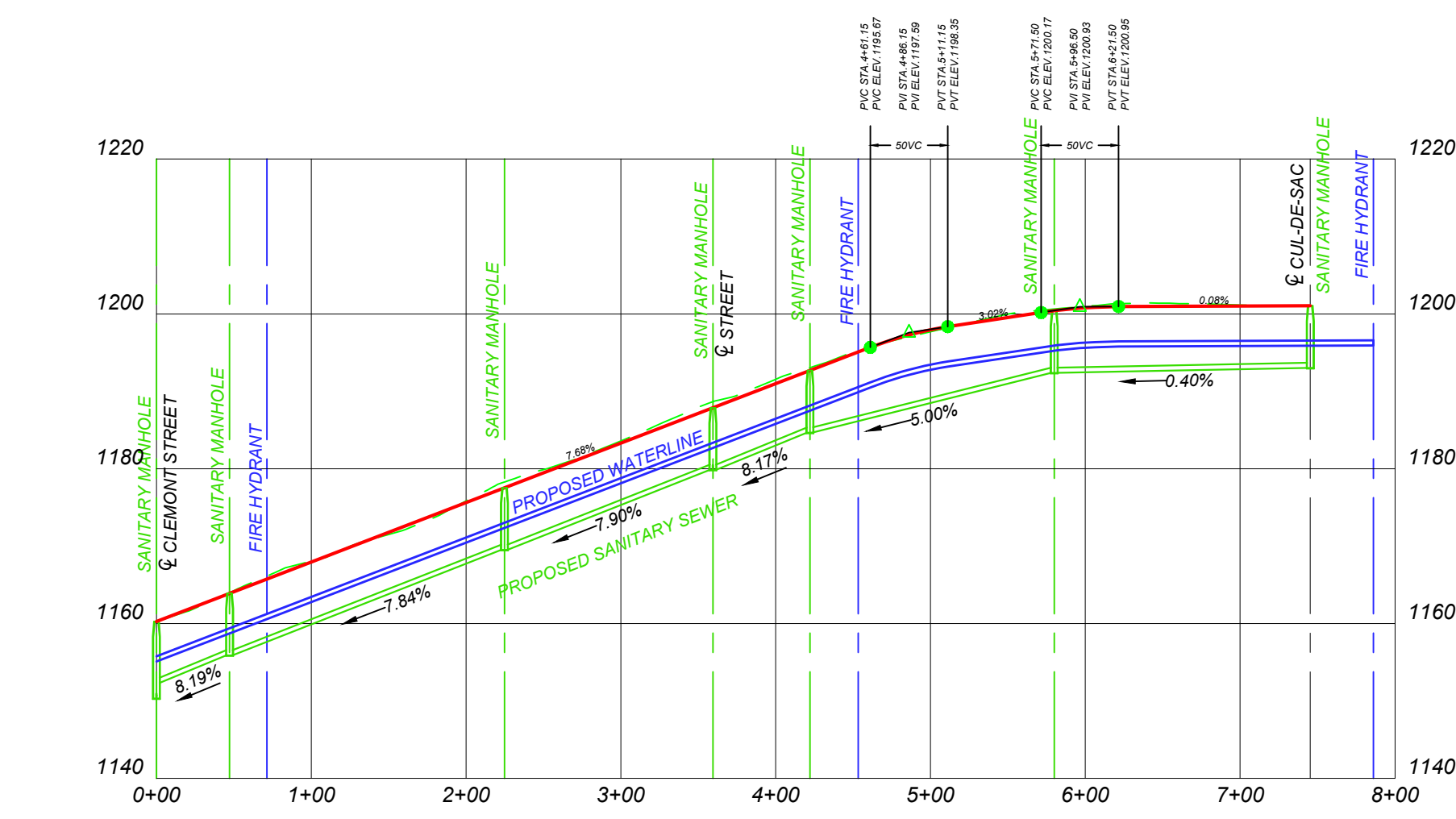
Phone: (330) 364-4631  
Fax: (330) 364-4031  
E-mail: [info@diveng.com](mailto:info@diveng.com)  
Web: [www.diveng.com](http://www.diveng.com)

Attachment: Proposed Development Plan (04.02.2021) (2310 : 2021-Mpc-05)

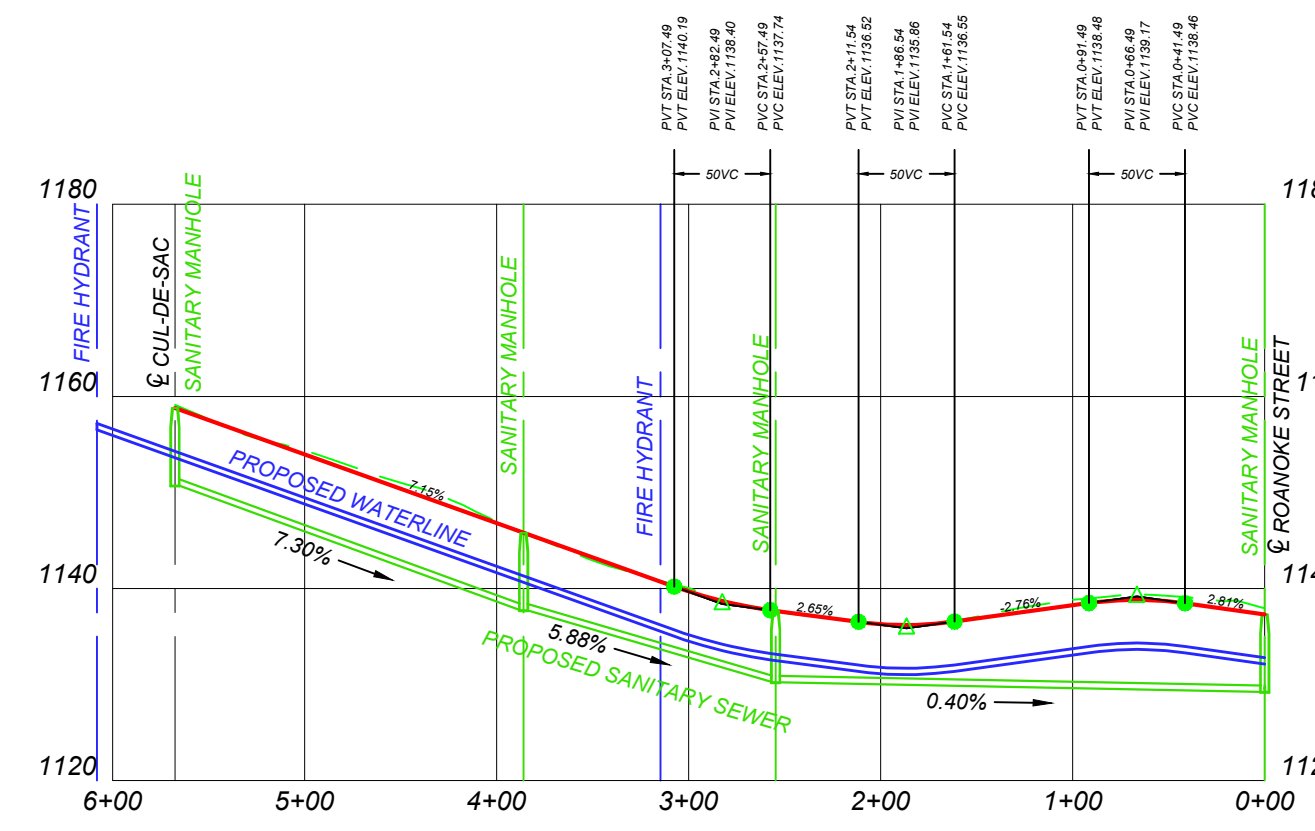
**SHEET NO:**

Packet Pg. 8

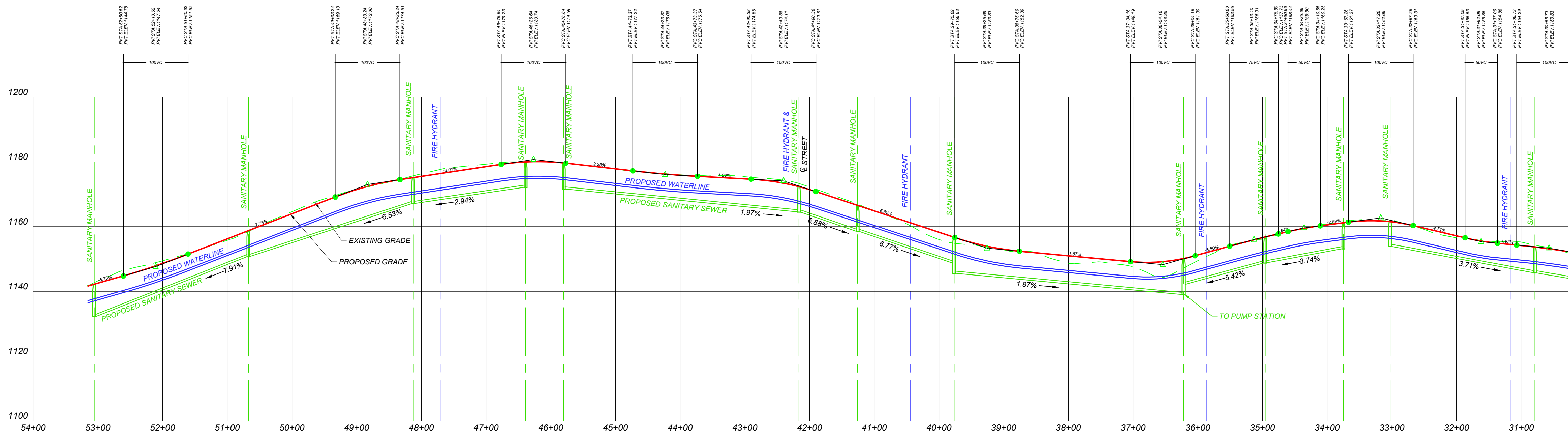
Z:\Projects\2021\Gilchrist Estates Subdivision\Drawings\Proposed Development Plan (04.02.2021) (2310 - 2021-Mpc-05).dwg



**CENTERLINE OF CLEMONT STREET PROFILE**  
Scale: 1" = 100 ft. Horizontal  
1" = 20 ft. Vertical



**CENTERLINE OF ROANOKE STREET PROFILE**  
Scale: 1" = 100 ft. Horizontal  
1" = 20 ft. Vertical



**CENTERLINE OF VERNONDALE STREET PROFILE**  
Scale: 1" = 100 ft. Horizontal  
1" = 20 ft. Vertical

**GILCHRIST ESTATES SUBDIVISION**  
PROJECT: UPPER GILCHRIST ROAD, MOUNT VERNON, OHIO  
SHEET TITLE: PROPOSED DEVELOPMENT PLAN

SHEET NO:  
**3**  
3

**Diversified Engineering Inc.**  
CONSULTING ENGINEERS & SURVEYORS  
1185 MAY AVENUE, SUITE 100  
NEW PHILADELPHIA, OH 44663  
Phone: (330) 344-4331  
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| REV | DATE | DESCRIPTION | APPROVED BY | CHECKED BY | CCV | DWN BY | DES BY | CHK BY | APP BY |
|-----|------|-------------|-------------|------------|-----|--------|--------|--------|--------|
|     |      |             |             |            |     |        |        |        |        |

|            |            |       |           |          |    |
|------------|------------|-------|-----------|----------|----|
| ISSUE DATE | 04/07/2021 | SCALE | 1" = 100' | CTR INT. | 2' |
|------------|------------|-------|-----------|----------|----|

Attachment: Proposed Development Plan (04.02.2021) (2310 - 2021-Mpc-05)

### REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 25<sup>th</sup> day of March, 2021, by and between **MRL II, LTD.**, an Ohio limited liability company, of 901 Harcourt Road, Mount Vernon, Ohio 43050, hereinafter referred to as Seller, and **SCHLABACH BUILDERS, LTD.**, an Ohio limited liability company, of 6678 State Route 241, Millersburg, Ohio 44654, hereinafter referred to as Purchaser.

### WITNESSETH:

In consideration of the covenants, representations, and agreements set forth below, Seller and Purchaser agree as follows:

1. AGREEMENT TO SELL. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described premises: 56.71 acres (PPN: 71-00001.000) situated in Monroe Township, Knox County, Ohio, and more particularly described on the attached Exhibit A, hereinafter referred to as the Premises.
  
2. AGREEMENT TO PURCHASE; CONSIDERATION. The purchase price of the Premises shall be Five Hundred Ten Thousand and Three Hundred Ninety and no/100 Dollars (\$510,390.00) paid upon closing by wire transfer.
  
3. CLOSING. Closing shall take place at the offices of Monroe Street Title Company, Ltd., 88 South Monroe Street, Millersburg, Ohio 44654, on or before June 30, 2021, or at any such other time or place or on such other date as shall be mutually agreed upon by Seller and Purchaser, which date shall constitute and hereinafter be referred to as the Closing Date. Closing shall occur by deposit of funds and documents with Monroe Street Title Company, Ltd., as Escrow Agent, for closing in accordance with the terms and conditions of this Agreement.

Attachment: MRL II Fully Executed (2310 : 2021-Mpc-05)

4. DUE DILIGENCE; CONTINGENCIES; INSPECTION.

A. Due Diligence; Inspection. The parties acknowledge Purchaser desires to develop the Premises as a residential subdivision. Purchaser shall have sixty (60) days from the signing of this Agreement to complete any and all inspections and due diligence desired by Purchaser, in its sole discretion, hereinafter referred to as the Due Diligence Period. During the Due Diligence Period, Purchaser shall be entitled at all reasonable times to inspect the Premises and its improvements, including but not limited to conducting soil tests, environmental site assessments, building inspections and any other inspections Purchaser finds necessary to determine the condition and suitability of the Premises for development as contemplated by Purchaser. Purchaser may employ agents and independent contractors to perform inspections of the Premises on its behalf at its own expense and agrees to hold Seller harmless from and against all claims, loss, damages or expenses which may be asserted against Seller by reason of Purchaser or Purchaser's agents or contractors, entry upon the Premises, except as such may be caused by the negligent or intentional conduct of Seller. If Purchaser is not satisfied with the results of its inspections, or for any other reason, including but not limited to business and/or financial reasons, determines that the Premises is not suitable for Purchaser's purposes at this time or in the future, in such event Purchaser may terminate this Agreement by written notice to Seller within the Due Diligence Period.

B. Purchase of Adjoining Premises. This Agreement shall be contingent on Purchaser's ability to purchase, on terms and conditions acceptable to Purchaser, a portion of the adjoining 22.241 acre parcel (PPN: 71-00001.022) currently owned by EJ Mt. Vernon Partners, LLC, hereinafter referred to as the Adjoining Premises, a depiction of which is attached hereto as

Exhibit B. The Premises and the Adjoining Premises shall simultaneously close. If Purchaser is unable to purchase the Adjoining Premises, Purchaser may terminate this Agreement by sending written notice to Seller prior to Closing.

C. Permits. This Agreement shall be contingent on Purchaser's ability to successfully obtain all city, county and environmental permits, licenses and approvals necessary for the development contemplated by Purchaser, in Purchaser's sole discretion. Seller agrees to cooperate with Purchaser and governing authorities in the permit, license and approval application process, including but not limited to permitting Purchaser to apply for said permits, licenses and approvals and providing information required for said applications. If Purchaser is unable to obtain a desired permit, license or approval, Purchaser may terminate this Agreement by sending written notice to Seller.

D. Water and Sewer Access. This Agreement shall be contingent on Purchaser's ability to obtain permission to access and tie into city sewer and water systems. Seller agrees to cooperate with Purchaser and governing authorities to obtain such permission. If Purchaser is unable to obtain permission to access and tie into city sewer and water systems, Purchaser may terminate this Agreement by sending written notice to Seller.

E. Timber Removal. Seller acknowledges timber removal may be necessary for Purchaser to adequately inspect the Premises and complete its due diligence. Any timber removal prior to closing shall be done according to all local, state and federal regulation and shall be limited to the minimum amount necessary to complete inspection and due diligence. Seller agrees to cooperate with said timber removal. Any proceeds resulting from the removed timber prior to Closing shall be payable to Seller. In the event this Agreement is terminated for any reason,

Attachment: MRL II Fully Executed (2310 : 2021-Mpc-05)

Purchaser shall have no obligation to restore the Premises to the condition it was prior to any timber removal performed.

5. CONVEYANCE, TITLE INSURANCE.

A. Deed. At Closing, Seller agrees to deliver a general warranty deed conveying to Purchaser good and marketable fee simple title to the Premises.

B. Status of Title. Seller shall furnish marketable title to the Premises, subject to current taxes, oil and gas leases, applicable zoning ordinances and easements, restrictions and reservations of record approved by Purchaser pursuant to this Section, all of which exceptions shall be referred to as the Permitted Exceptions. During the Due Diligence Period, Purchaser shall be responsible for ordering a title insurance commitment for an owner's title insurance policy with coverage equal to the amount of the purchase price, hereinafter referred to as the Title Insurance Commitment, and for ordering any ALTA or location survey desired by Purchaser, hereinafter referred to as the Surveys. Purchaser shall have a right to object to any matters disclosed on the Title Insurance Commitment or Surveys. Within the Due Diligence Period, Purchaser shall serve upon the Seller a notice specifying any conditions of title, encroachments and other survey defects, other than Permitted Exceptions, which Purchaser does not approve, hereinafter referred to as Title Defects. Upon receipt by Seller of Purchaser's notification of Title Defects, Seller shall use its best efforts to cause the removal of such defect prior to Closing. If prior to Closing Seller shall fail to eliminate such Title Defect, then Purchaser may elect: (i) to accept the Real Property with such additional Title Defect, but with a mutually acceptable adjustment to the Purchase Price or modification of the terms hereof, or (ii) to terminate this Agreement, in which latter event this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder,

such election to be exercised by written notice to Seller prior to Closing. No notice is required of Purchaser for any encumbrance of Seller or Seller's predecessors in interest that may be satisfied by the payment of a fixed sum of money relating to any deeds of trust, mortgages or liens of any type and Seller shall cure such encumbrances at or before Closing.

6. COSTS. Buyer shall pay all costs related to Closing, except any costs associated with removing, eliminating and curing title defects, as referenced in Paragraph 5(B).

7. POSSESSION. Seller agrees to deliver possession of the Premises to Purchaser on the date of Closing.

8. TAXES. Seller shall pay all taxes and assessments based upon the last available tax duplicate, including any delinquent taxes, penalties and interest to the date of delivery of the deed on a 365-day pro rata basis. Purchaser shall pay any recaptured CAUV taxes.

9. DAMAGE OR DESTRUCTION OF PREMISES. Risk of loss or damage by fire or other casualty to the structures located on the Premises shall be borne by Seller until delivery of the deed, provided that if any of the structures located on the Premises are substantially damaged or destroyed prior to delivery of the deed, Purchaser may: (a) proceed with the transaction and be entitled to all insurance monies payable to Seller, or (b) terminate this Agreement and thereby release all parties from liability hereunder by giving written notice to Seller within ten days after Purchaser has written notice of such damage or destruction. If, pursuant to this paragraph, Purchaser elects to terminate this Agreement, all monies heretofore deposited shall be returned to Purchaser.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants the following:

Attachment: MRL II Fully Executed (2310 : 2021-Mpc-05)

A. Authority. Seller is the sole owner of the Property in fee simple, and that Seller has full power and authority to enter into this Agreement and to execute and deliver a valid deed to the Property in fee simple, without the joinder or consent of any other party.

B. Compliance with Law. There have been no boundary disputes with owners of any property adjacent to the Premises and Seller has not been subjected to any claims, orders, actions or proceedings concerning Seller's use of the Premises or the condition of the Premises. Seller has not received notice of the violation of any applicable laws, ordinances, rules or regulations.

C. Eminent Domain. Seller has not received any notice from any governmental authority or public utility, with respect to a plan to appropriate, condemn, or take by right of eminent domain all or any part of the Premises, or to levy an assessment thereon;

D. Adverse Condition. Seller has no actual knowledge of, and has received no notice of, any claims, actions, suits, proceedings or investigations,, either pending or threatened nor any order, decree or judgment, in law or in equity, against or affecting Seller or the Property, its use or occupancy that would detrimentally affect the use and operation of the Property or the value of the Property.

E. Environmental. For the purposes of this Agreement the term "Hazardous Substances" shall include, but not be limited to, petroleum products, radon, flammable explosives, asbestos, polychlorinated biphenyls and/or hazardous substances within the meanings specified by any applicable local, state or federal statute or regulation now in effect with respect to environmental protection and other federal or applicable state and municipal laws, policies or regulations now in effect concerning land use, zoning, water pollution, groundwater, filled wetlands protection, asbestos, petroleum products, air pollution, solid wastes, hazardous wastes, industrial waste, spills

or other releases of toxic or hazardous substances, transportation of hazardous substances, materials and wastes and occupational or employee health and safety ("Environmental Laws");

Seller represents: (1) Seller has placed no Hazardous Substances (as the term is above defined) on or about the Premises and to the best of Seller's knowledge after reasonable inquiry, there are no Hazardous Substances on or about the Premises. Reasonable inquiry shall include inquiry of employees, contractors and agents; (2) no portion of the Premises is located on or over a "sanitary landfill" or an "open dump"; (3) there are no underground storage tanks located at or beneath the Premises and any underground storage tanks removed from the Premises have been removed in accordance with applicable Environmental Law; (4) no person has pursued a claim against Seller for impaired health due to any violations of applicable Environmental Laws regarding the indoor air quality of any building on the Premises, and there are no existing violations of applicable Environmental Laws regarding the indoor air quality of any such building; (5) Seller has not received any form of notice or inquiry from any local governmental agency authority, any operator, tenant, sub-tenant, licensee or occupant of the Premises, or any property adjacent to or within the immediate vicinity of such property, with regard to a Release or a threat of a Release on, at or from the Premises, or any adjacent to or within the immediate vicinity of such Premises; (6) Seller has not received any notice that the Premises lies within a wetlands area; (7) there are no agreements, consent orders, decrees, judgments, licenses or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Premises, which require any change of the present condition of the Premises or any work, repairs, construction, containment, cleanup, investigation, studies, removal or other remedial action or capital expenditures with respect to such Premises; (8) and there are no written permits, licenses or consents issued by or received from local, state, federal, or foreign governmental agencies relating to environmental matters and none are required for the activities of Seller.

F. Survival of Representations and Warranties. All of the representations and warranties set forth herein shall survive the Closing of this transaction for a period of one (1) year from the date of Closing and shall not be extinguished by the doctrine of merger.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants the following:

A. Standing. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Ohio with power and authority to execute and perform this Agreement.

B. Authorization. The execution and performance of this Agreement has been duly authorized by appropriate action of the Buyer.

C. No Breach of Articles, By-Laws, Contracts, Etc. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or constitute a violation of any provisions of Buyer's Articles of Organization or Operating Agreement or conflict with or result in a breach by Buyer or constitute a default by Buyer or give to any third parties any rights, including, but not limited to, rights of cancellation, termination or acceleration under any of the terms, provisions or conditions of any court or administrative order or process or any contract, agreement or instrument to which Buyer is a party, or by which it may be bound.

12. INDEMNIFICATION. Seller hereby agrees to indemnify and hold Purchaser harmless and its directors, officers, shareholders, and their respective successors, assigns, heirs, executors and administrators, as the case may be (any of the foregoing including Purchaser being hereinafter referred to as a "Party"), against and in respect of any and all liabilities arising out of or in connection with any claim, demand, forfeiture, fine, penalty, cost and expense (including, without

limitation, reasonable attorneys' fees, reasonable consultant fees and reasonable investigation and laboratory costs), to which any Party may be subjected, or which such Party may pay, incur or sustain in respect of the following:

A. Any breach of warranty, covenant, agreement or representation made by Seller in this Agreement;

B. Any and all actions, suits, proceedings, demands, claims assessments, judgments, costs and reasonable legal and other expenses incidental to any breach of warranty covenant, agreement or representation made by Seller in this Agreement.

13. ASSIGNMENT. This Agreement may be assigned by Purchaser to an affiliate and otherwise shall not be assignable, but shall be binding upon the successors the parties hereto.

14. ENTIRE AGREEMENT. This Agreement constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than contained herein. No modifications or variations thereof shall be deemed valid unless evidenced by an agreement in writing.

15. SEVERABILITY. If any provision of this agreement or any order is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.

16. COUNTERPART. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

17. NOTICES. Any notice or demand required or permitted to be given by or to either of the parties hereto in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered personally to Purchaser or

Seller at their respective addresses set forth at the beginning of this Agreement, or on the date deposited in the U.S. Post Office, registered or certified mail, postage prepaid, return receipt requested, or on the date said notice or demand is timely deposited with an overnight carrier service such as Federal Express.

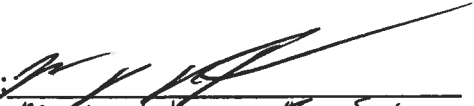
18. CAPTIONS. The captions of the sections hereof are for convenience only and shall not control and effect the meaning or construction of any of the provisions of this Agreement.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESSES WHEREOF, the parties have set their hands as of the day and year first above written.

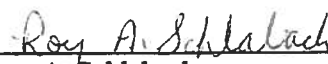
**SELLER**

**MRL II, LTD.**

By:   
Mark Lybarger Sole Member  
 Its Sole Member

**PURCHASER**

**SCHLABACH BUILDERS, LTD.**

By:   
Roy A. Schlabach  
 Its Authorized Member

Attachment: MRL II Fully Executed (2310 : 2021-Mpc-05)

## EXHIBIT A

Real Estate Description

Situated in the State of Ohio, County of Knox, City of Mount Vernon, Township of Monroe, lying in Section 17, Quarter Township 3, Township 7, Range 12, United State Military Lands, and being part of the 89.226 acre tract conveyed to Earthworks LLC by deed of record in Deed Book 950, Page 99 (all referenced refer to the records of the Recorder's Office, Knox County, Ohio) and being more particularly described as follows:

Beginning at a 5/8 inch rebar with cap "Barnes & Tracy" at the southwesterly corner of said Section 17, being a common corner of said 89.226 acre tract, the 40.249 acre tract conveyed to Zeikowitz Family Partnership, a Nevada Limited Partnership, by deed of record in Deed Book 460, Page 542, the 40.377 acre tract conveyed to Trustees of the Cochran Family Trust by deed of record in Deed Book 488, Page 568 and the 45.975 acre tract conveyed to M. Schalmir Moseley by deed of record in Deed Book 443, Page 203, being the POINT OF BEGINNING.

Thence North 06 deg. 28' 36" East, a distance of 1570.57 feet, with a westerly line of said 89.226 acre tract and the easterly lines of said 45.975 acre tract and the 44.974 acre tract conveyed to Ida M. Kepple, Trustee, by deed of record in Deed Book 485, Page 654 (passing at 844.77 feet a 5/8 inch rebar with cap "Tracy & Mills") to a 5/8 inch rebar with cap "Tracy & Mills" found in the southerly line of the 109.40 acre tract conveyed to The State of Ohio by deed of record in Deed Book 119, Page 564;

Thence South 83 deg. 47' 42" East a distance of 1566.69 feet, with the line common to said 89.226 and 109.40 acre tracts to a stone found;

Thence North 06 deg. 01' 26" East, a distance of 608.49 feet, with the line common to said 89.226 and 109.40 acre tract, to a 5/8 inch rebar found at the southwesterly corner of the 12.62 acre tract conveyed as Parcel 3 to Zeikowitz Farms and Tower Site, L.P. by deed of record in Deed Book 477, Page 167;

Thence with the line common to said 89.226 and 12.62 acre tracts, the following courses and distances:

South 84 deg. 07' 44" East, a distance of 651.88 feet, to a 5/8 inch rebar found;

North 05 deg. 56' 39" East, a distance of 237.47 feet, to a 5/8 inch rebar found;

South 84 deg. 20' 17" East, a distance of 305.99 feet to a 5/8 inch rebar found;

South 45 deg. 48' 24" East, a distance of 232.81 feet (passing at 207.37 feet to a 5/8 inch rebar found) to a PK nail found in the centerline of Upper Gilchrist Road (40' R/W);

Thence South 05 deg. 52' 45" West, a distance of 120.24 feet, with the centerline of said Upper Gilchrist Road, to a magnetic nail set at the northeasterly corner of the 1.04 acre tract conveyed to Ruth Smith Evener by deed of record in Deed Book 201, Page 305;

Thence North 83 deg. 47' 15" West, a distance of 170.77 feet, with a line common to said 89.226 and 1.04 acre tracts, to an iron pin set;

Thence South 05 deg. 52' 41" West, a distance of 265.00 feet, with a line common to said 89.226 and 1.04 acre tracts, to an iron pin set in the northerly line of the 0.46 acre tract conveyed to Kathy L. Lester by deed of record in Deed Book 797, Page 242;

Thence 83 deg. 47' 15" West, a distance of 29.00 feet, with a line common to said 89.226 and 0.46 acre tracts, to an iron pin set;

Thence South 05 deg. 52' 41" West a distance of 248.00 feet, with an easterly line of said 89.226 acre tract and the westerly lines of said 0.46 acre tract and the 0.68 acre tract conveyed to Norma L. Sauders by deed of record in Deed Book 480, Page 213 to an iron pin set;

Attachment: MRL II Fully Executed (2310 : 2021-Mpc-05)

Thence South 83 deg. 47' 15" East, a distance of 199.42 feet, with a line common to said 89.226 and 0.68 acre tracts, to a magnetic nail set in the centerline of said Upper Gilchrist Road;

Thence South 05 deg. 57' 33" West, a distance of 380.07 feet, with the centerline of said Upper Gilchrist Road, to a magnetic nail set at the northeasterly corner of the 1.185 acre tract conveyed as Parcel 1 to Zeikowitz Farms and Tower Site, L.P. by deed of record in Deed Book 477, Page 167;

Thence with the lines common said 89.226 and 1.185 acre tracts, the following courses and distances:

North 71 deg. 31' 12" West, a distance of 320.30 feet (passing at 21.465 feet a 5/8 inch rebar with cap "Tracy & Mills" found) to a 5/8 inch rebar with cap "Tracy & Mills" found;

North 05 deg. 54' 05" East, a distance of 144.27 feet to a 5/8 inch rebar found;

North 84 deg. 06' 22" West, a distance of 199.95 feet to a 5/8 inch rebar found;

South 05 deg. 53' 46" West, a distance of 209.89 feet to a 5/8 inch rebar found;

North 58 deg. 10' 17" West, a distance of 614.98 feet to an iron pin set;

With said curve to the right, having a central angle of 34 deg. 20' 09", a radius of 135.00 feet, an arc length of 80.90 feet, and a chord bearing South 79 deg. 04' 29" West, a chord distance of 79.70 feet to an iron pin set;

North 83 deg. 47' 43" West, a distance of 560.01 feet to an iron pin set;

South 06 deg. 28' 36" West, a distance of 1013.39 feet to an iron pin set in the northerly line of the 20.29 acre tract conveyed to Lawrence R. Sapp by deed of record in Deed Book 280, Page 56;

Thence North 83 deg. 52' 24" West, a distance of 89.6600 feet, with a line common to said 89.226 and 20.29 acre tracts, to an iron pin set;

Thence South 06 deg. 12' 52" West, a distance of 495.79 feet, continuing with a line common to said 89.226 and 20.29 acre tracts, to an iron pin set in the north line of said 40.249 acre tract;

Thence North 83 deg. 52' 24" West, a distance of 919.58 feet, with the line common to said 89.226 and 40.249 acre tracts, to the POINT OF BEGINNING, containing 56.886 acres, more or less, of which 0.232 acre is within the right-of-way of Upper Gilchrist Road.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings shown hereon are based on the southerly line of said Section 17, being North 83 deg. 52' 24" West, as delineated in Deed Book 950, Page 99

#### EXCEPTING THEREFROM THE FOLLOWING REAL ESTATE:

Situate in the southwest quarter of Section 17, Quarter 3, Township 7, Range 12, City of Mount Vernon, Knox County, Ohio and being described as follows:

Commencing at a railroad spike found in the centerline of Upper Gilchrist Road (Township Road 254) at the southeast corner of the Southwest Quarter of Section 17; thence along the centerline of Upper Gilchrist Road North 5 deg. 57' 33" East 1889.32 feet to a railroad spike found; thence continuing along the centerline of said road North 5 deg. 52' 41" East 1.53 feet to the southeast corner of a 1.039 acre tract (Ronald M. & Barbara A. Sheet, D.V. 1093, Pg. 785) and the northeast corner of a 0.46 acre tract (K. Lester, D.V. 797, Pg. 242); thence along the south line of said 1.039 acres North 83 deg. 47' 15" West 170.77 feet to an iron pin found at the southwest corner of said 1.039 acres and being the southeast corner and beginning point of the tract herein described; thence North 83 deg. 47' 15" West 29.00 feet to an iron

pin found at the northwest corner of said 0.46 acre tract; thence North 5 deg. 52' 41" East 265.00 feet to an iron pin set; thence South 83 deg. 47' 15" East 29.00 feet to an iron pin found at the northwest corner of the aforesaid 1.039 acres; thence along the west line of said tract South 5 deg. 52' 41" West 265.00 feet to the point of beginning, containing 0.176 acres, more or less, as surveyed in August 2013 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North based on Survey Record S, Page 529. Note: iron pins set are 5/8" by 30" rebar with plastic cap stamped Tracy and Mills.

Being, after said Save and Except: 56.71 acre, more or less.

Subject to zoning restrictions, leases, easements, covenants and restrictions of record.

Taxes shall be prorated to date of closing.

PPN: 71-00001.000

Prior Reference: Official Records Volume 1772, Page 440, Knox County, Ohio.

Attachment: MRL II Fully Executed (2310 : 2021-Mpc-05)



## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **CHOICE REALTY SOLUTIONS, LLC**, an Ohio limited liability company, of 20860 Newcastle Road, Gambier, Ohio 43022, hereinafter referred to as Seller, and **SCHLABACH BUILDERS, LTD.**, an Ohio limited liability company, of 6678 State Route 241, Millersburg, Ohio 44654, hereinafter referred to as Purchaser.

### WITNESSETH:

In consideration of the covenants, representations, and agreements set forth below, Seller and Purchaser agree as follows:

1. AGREEMENT TO SELL. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described premises: 1.185 acres (PPN: 49-01395.000) situated in Monroe Township, Knox County, Ohio, and more particularly described on the attached Exhibit A, hereinafter referred to as the Premises.

2. AGREEMENT TO PURCHASE; CONSIDERATION. The purchase price of the Premises shall be One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) paid upon closing by wire transfer.

3. CLOSING. Closing shall take place at the offices of Monroe Street Title Company, Ltd., 88 South Monroe Street, Millersburg, Ohio 44654, on or before June 30, 2021, or at any such other time or place or on such other date as shall be mutually agreed upon by Seller and Purchaser, which date shall constitute and hereinafter be referred to as the Closing Date. Closing shall occur by deposit of funds and documents with Monroe Street Title Company, Ltd., as Escrow Agent, for closing in accordance with the terms and conditions of this Agreement.

Attachment: Purchase Agreement - Choice Realty 2021-03-24 (2310 : 2021-Mpc-05)

4. DUE DILIGENCE; CONTINGENCIES; INSPECTION.

A. Due Diligence; Inspection. The parties acknowledge Purchaser desires to develop the Premises as a residential subdivision. Purchaser shall have sixty (60) days from the signing of this Agreement to complete any and all inspections and due diligence desired by Purchaser, in its sole discretion, hereinafter referred to as the Due Diligence Period. During the Due Diligence Period, Purchaser shall be entitled at all reasonable times to inspect the Premises and its improvements, including but not limited to conducting soil tests, environmental site assessments, building inspections and any other inspections Purchaser finds necessary to determine the condition and suitability of the Premises for development as contemplated by Purchaser. Purchaser may employ agents and independent contractors to perform inspections of the Premises on its behalf at its own expense and agrees to hold Seller harmless from and against all claims, loss, damages or expenses which may be asserted against Seller by reason of Purchaser or Purchaser's agents or contractors, entry upon the Premises, except as such may be caused by the negligent or intentional conduct of Seller. If Purchaser is not satisfied with the results of its inspections, or for any other reason, including but not limited to business and/or financial reasons, determines that the Premises is not suitable for Purchaser's purposes at this time or in the future, in such event Purchaser may terminate this Agreement by written notice to Seller within the Due Diligence Period.

B. Purchase of Adjoining Premises. This Agreement shall be contingent on Purchaser's ability to purchase, on terms and conditions acceptable to Purchaser, a portion of the adjoining 22.241 acre parcel (PPN: 71-00001.022) currently owned by EJ Mt. Vernon Partners, LLC, and the adjoining 56.71 acre parcel (PPN: 71-00001.000) currently owned by MRL II, Ltd,

hereinafter collectively referred to as the Adjoining Premises, a depiction and legal description of the respective parcels are attached hereto as Exhibit B. The Premises and the Adjoining Premises shall simultaneously close. If Purchaser is unable to purchase the Adjoining Premises, Purchaser may terminate this Agreement by sending written notice to Seller prior to Closing.

C. Permits. This Agreement shall be contingent on Purchaser's ability to successfully obtain all city, county and environmental permits, licenses and approvals necessary for the development contemplated by Purchaser, in Purchaser's sole discretion. Seller agrees to cooperate with Purchaser and governing authorities in the permit, license and approval application process, including but not limited to permitting Purchaser to apply for said permits, licenses and approvals and providing information required for said applications. If Purchaser is unable to obtain a desired permit, license or approval, Purchaser may terminate this Agreement by sending written notice to Seller.

D. Water and Sewer Access. This Agreement shall be contingent on Purchaser's ability to obtain permission to access and tie into city sewer and water systems. Seller agrees to cooperate with Purchaser and governing authorities to obtain such permission. If Purchaser is unable to obtain permission to access and tie into city sewer and water systems, Purchaser may terminate this Agreement by sending written notice to Seller.

E. Tenants in Possession. The parties acknowledge there are currently residential tenants occupying and possessing the Premises. Seller represents that said tenants are possessing the Premises as a month-to-month tenancy. This Agreement shall be contingent on Seller's ability to obtain possession from said tenants prior to closing, either by agreement or eviction. Seller shall notify Purchaser in writing when possession has been obtained from tenants

prior to Closing. If Seller fails to obtain possession from tenants, Purchaser shall have the option to proceed to Closing or to terminate this Agreement.

F. Annexation. Seller acknowledges Purchaser desires to annex the Premises to the City of Mt. Vernon. Seller agrees to cooperate with any annexation application or process, including applying on behalf of Purchaser, signing necessary documents, consenting to the annexation and any other action reasonably necessary to accomplish said annexation. All costs of the annexation shall be the responsibility of Purchaser.

G. Timber Removal. Seller acknowledges timber removal may be necessary for Purchaser to adequately inspect the Premises and complete its due diligence. Any timber removal prior to closing shall be done according to all local, state and federal regulation and shall be limited to the minimum amount necessary to complete inspection and due diligence. Seller agrees to cooperate with said timber removal. In the event this Agreement is terminated for any reason, Purchaser shall have no obligation to restore the Premises to the condition it was prior to any timber removal performed.

## 5. CONVEYANCE, TITLE INSURANCE.

A. Deed. At Closing, Seller agrees to deliver a general warranty deed conveying to Purchaser good and marketable fee simple title to the Premises.

B. Status of Title. Seller shall furnish marketable title to the Premises, subject to current taxes, oil and gas leases, applicable zoning ordinances and easements, restrictions and reservations of record approved by Purchaser pursuant to this Section, all of which exceptions shall be referred to as the Permitted Exceptions. During the Due Diligence Period, Purchaser shall be responsible for ordering a title insurance commitment for an owner's title insurance policy with

coverage equal to the amount of the purchase price, hereinafter referred to as the Title Insurance Commitment, and for ordering any ALTA or location survey desired by Purchaser, hereinafter referred to as the Surveys. Purchaser shall have a right to object to any matters disclosed on the Title Insurance Commitment or Surveys. Within the Due Diligence Period, Purchaser shall serve upon the Seller a notice specifying any conditions of title, encroachments and other survey defects, other than Permitted Exceptions, which Purchaser does not approve, hereinafter referred to as Title Defects. Upon receipt by Seller of Purchaser's notification of Title Defects, Seller shall use its best efforts to cause the removal of such defect prior to Closing. If prior to Closing Seller shall fail to eliminate such Title Defect, then Purchaser may elect: (i) to accept the Real Property with such additional Title Defect, but with a mutually acceptable adjustment to the Purchase Price or modification of the terms hereof, or (ii) to terminate this Agreement, in which latter event this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder, such election to be exercised by written notice to Seller prior to Closing. No notice is required of Purchaser for any encumbrance of Seller or Seller's predecessors in interest that may be satisfied by the payment of a fixed sum of money relating to any deeds of trust, mortgages or liens of any type and Seller shall cure such encumbrances at or before Closing.

6. COSTS.

A. Seller shall pay the following expenses:

- i. Preparation of Warranty Deed and related transfer documents;
- ii. Survey costs required by government authorities as a condition of transfer of title;
- iii. Auditor's Conveyance Fee and per parcel fees;

- iv. One-half the escrow and closing fees;
- v. One-half the cost of the title search and title evidence; and
- vi. Any costs or fees from Seller's counsel.

B. Purchaser shall pay the following expenses:

- i. Any fees or costs associated with the financing of this transaction;
- ii. Recording fees for the Warranty Deed;
- iii. Any survey expense, except as described in 6(A)(ii);
- iv. Any costs associated with inspecting the Premises and any costs associated with obtaining desired permits;
- v. One-half the escrow and closing fees;
- vi. One-half the cost of the title search and title evidence; and
- vii. Any costs or fees from Purchaser's counsel.

7. POSSESSION. Seller agrees to deliver exclusive possession of the Premises to Purchaser on the date of Closing.

8. TAXES. Seller shall pay all taxes and assessments based upon the last available tax duplicate, including any delinquent taxes, penalties and interest to the date of delivery of the deed on a 365-day pro rata basis. Purchaser shall pay any recaptured CAUV taxes.

9. DAMAGE OR DESTRUCTION OF PREMISES. Risk of loss or damage by fire or other casualty to the structures located on the Premises shall be borne by Seller until delivery of the deed, provided that if any of the structures located on the Premises are substantially damaged or destroyed prior to delivery of the deed, Purchaser may: (a) proceed with the transaction and be entitled to all insurance monies payable to Seller, or (b) terminate this Agreement and thereby

release all parties from liability hereunder by giving written notice to Seller within ten days after Purchaser has written notice of such damage or destruction. If, pursuant to this paragraph, Purchaser elects to terminate this Agreement, all monies heretofore deposited shall be returned to Purchaser.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants the following:

A. Authority. Seller is the sole owner of the Property in fee simple, and that Seller has full power and authority to enter into this Agreement and to execute and deliver a valid deed to the Property in fee simple, without the joinder or consent of any other party.

B. Compliance with Law. There have been no boundary disputes with owners of any property adjacent to the Premises and Seller has not been subjected to any claims, orders, actions or proceedings concerning Seller's use of the Premises or the condition of the Premises. Seller has not received notice of the violation of any applicable laws, ordinances, rules or regulations.

C. Eminent Domain. Seller has not received any notice from any governmental authority or public utility, with respect to a plan to appropriate, condemn, or take by right of eminent domain all or any part of the Premises, or to levy an assessment thereon;

D. Adverse Condition. Seller has no actual knowledge of, and has received no notice of, any claims, actions, suits, proceedings or investigations,, either pending or threatened nor any order, decree or judgment, in law or in equity, against or affecting Seller or the Property, its use or occupancy that would detrimentally affect the use and operation of the Property or the value of the Property.

E. Environmental. For the purposes of this Agreement the term "Hazardous Substances" shall include, but not be limited to, petroleum products, radon, flammable explosives, asbestos, polychlorinated biphenyls and/or hazardous substances within the meanings specified by any applicable local, state or federal statute or regulation now in effect with respect to environmental protection and other federal or applicable state and municipal laws, policies or regulations now in effect concerning land use, zoning, water pollution, groundwater, filled wetlands protection, asbestos, petroleum products, air pollution, solid wastes, hazardous wastes, industrial waste, spills or other releases of toxic or hazardous substances, transportation of hazardous substances, materials and wastes and occupational or employee health and safety ("Environmental Laws");

Seller represents: (1) Seller has placed no Hazardous Substances (as the term is above defined) on or about the Premises and to the best of Seller's knowledge after reasonable inquiry, there are no Hazardous Substances on or about the Premises. Reasonable inquiry shall include inquiry of employees, contractors and agents; (2) no portion of the Premises is located on or over a "sanitary landfill" or an "open dump"; (3) there are no underground storage tanks located at or beneath the Premises and any underground storage tanks removed from the Premises have been removed in accordance with applicable Environmental Law; (4) no person has pursued a claim against Seller for impaired health due to any violations of applicable Environmental Laws regarding the indoor air quality of any building on the Premises, and there are no existing violations of applicable Environmental Laws regarding the indoor air quality of any such building; (5) Seller has not received any form of notice or inquiry from any local governmental agency authority, any operator, tenant, sub-tenant, licensee or occupant of the Premises, or any property adjacent to or within the immediate vicinity of such property, with regard to a Release or a threat of a Release on, at or from the Premises, or any adjacent to or within the immediate vicinity of such Premises; (6) Seller has not received any notice that the Premises lies within a wetlands area; (7) there are no agreements, consent orders, decrees, judgments, licenses or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past,

present or future ownership, use, operation, sale, transfer or conveyance of the Premises, which require any change of the present condition of the Premises or any work, repairs, construction, containment, cleanup, investigation, studies, removal or other remedial action or capital expenditures with respect to such Premises; (8) and there are no written permits, licenses or consents issued by or received from local, state, federal, or foreign governmental agencies relating to environmental matters and none are required for the activities of Seller.

F. Survival of Representations and Warranties. All of the representations and warranties set forth herein shall survive the Closing of this transaction for a period of five (5) years from the date of Closing and shall not be extinguished by the doctrine of merger.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants the following:

A. Standing. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Ohio with power and authority to execute and perform this Agreement.

B. Authorization. The execution and performance of this Agreement has been duly authorized by appropriate action of the Buyer.

C. No Breach of Articles, By-Laws, Contracts, Etc. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or constitute a violation of any provisions of Buyer's Articles of Organization or Operating Agreement or conflict with or result in a breach by Buyer or constitute a default by Buyer or give to any third parties any rights, including, but not limited to, rights of cancellation, termination or acceleration under any of the terms, provisions or conditions of any

court or administrative order or process or any contract, agreement or instrument to which Buyer is a party, or by which it may be bound.

12. INDEMNIFICATION. Seller hereby agrees to indemnify and hold Purchaser harmless and its directors, officers, shareholders, and their respective successors, assigns, heirs, executors and administrators, as the case may be (any of the foregoing including Purchaser being hereinafter referred to as a "Party"), against and in respect of any and all liabilities arising out of or in connection with any claim, demand, forfeiture, fine, penalty, cost and expense (including, without limitation, reasonable attorneys' fees, reasonable consultant fees and reasonable investigation and laboratory costs), to which any Party may be subjected, or which such Party may pay, incur or sustain in respect of the following:

A. Any breach of warranty, covenant, agreement or representation made by Seller in this Agreement;

B. Any and all actions, suits, proceedings, demands, claims assessments, judgments, costs and reasonable legal and other expenses incidental to any breach of warranty covenant, agreement or representation made by Seller in this Agreement.

13. ASSIGNMENT. This Agreement may be assigned by Purchaser to an affiliate and otherwise shall not be assignable, but shall be binding upon the successors the parties hereto.

14. ENTIRE AGREEMENT. This Agreement constitutes the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than contained herein. No modifications or variations thereof shall be deemed valid unless evidenced by an agreement in writing.

15. SEVERABILITY. If any provision of this agreement or any order is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.

16. COUNTERPART. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

17. NOTICES. Any notice or demand required or permitted to be given by or to either of the parties hereto in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered personally to Purchaser or Seller at their respective addresses set forth at the beginning of this Agreement, or on the date deposited in the U.S. Post Office, registered or certified mail, postage prepaid, return receipt requested, or on the date said notice or demand is timely deposited with an overnight carrier service such as Federal Express.

18. CAPTIONS. The captions of the sections hereof are for convenience only and shall not control and effect the meaning or construction of any of the provisions of this Agreement.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESSES WHEREOF, the parties have set their hands as of the day and year first above written.

**SELLER****CHOICE REALTY SOLUTIONS, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

**PURCHASER****SCHLABACH BUILDERS, LTD.**

By: \_\_\_\_\_  
Roy A. Schlabach  
Its Authorized Member

Attachment: Purchase Agreement - Choice Realty 2021-03-24 (2310 : 2021-Mpc-05)

**Exhibit A****Real Estate Description**

Situated in the South West Quarter of Section 17, Quarter 3, Township 7, Range 12, Monroe Township, Knox County, Ohio, and being described as follows:

Commencing at the North East corner of the South West Quarter of Section 17, in the center of Upper Gilchrist Road (Township Road 254); thence South 2 deg. 20' West, along said quarter section line and center line, a distance of 1491.85 feet to the beginning point of the tract herein described;

Running thence and continuing South 2 deg. 20' West, along said line, a distance of 30.74 feet;

Thence North 75 deg. 02' West a distance of 321.1 feet;

Thence South 2 deg. 20' West a distance of 34.63 feet to an iron pipe;

Thence North 87 deg. 40' West a distance of 200.0 feet to an iron pipe;

Thence North 2 deg. 20' East a distance of 210.0 feet to an iron pipe;

Thence South 87 deg. 40' East a distance of 200.0 feet to an iron pipe;

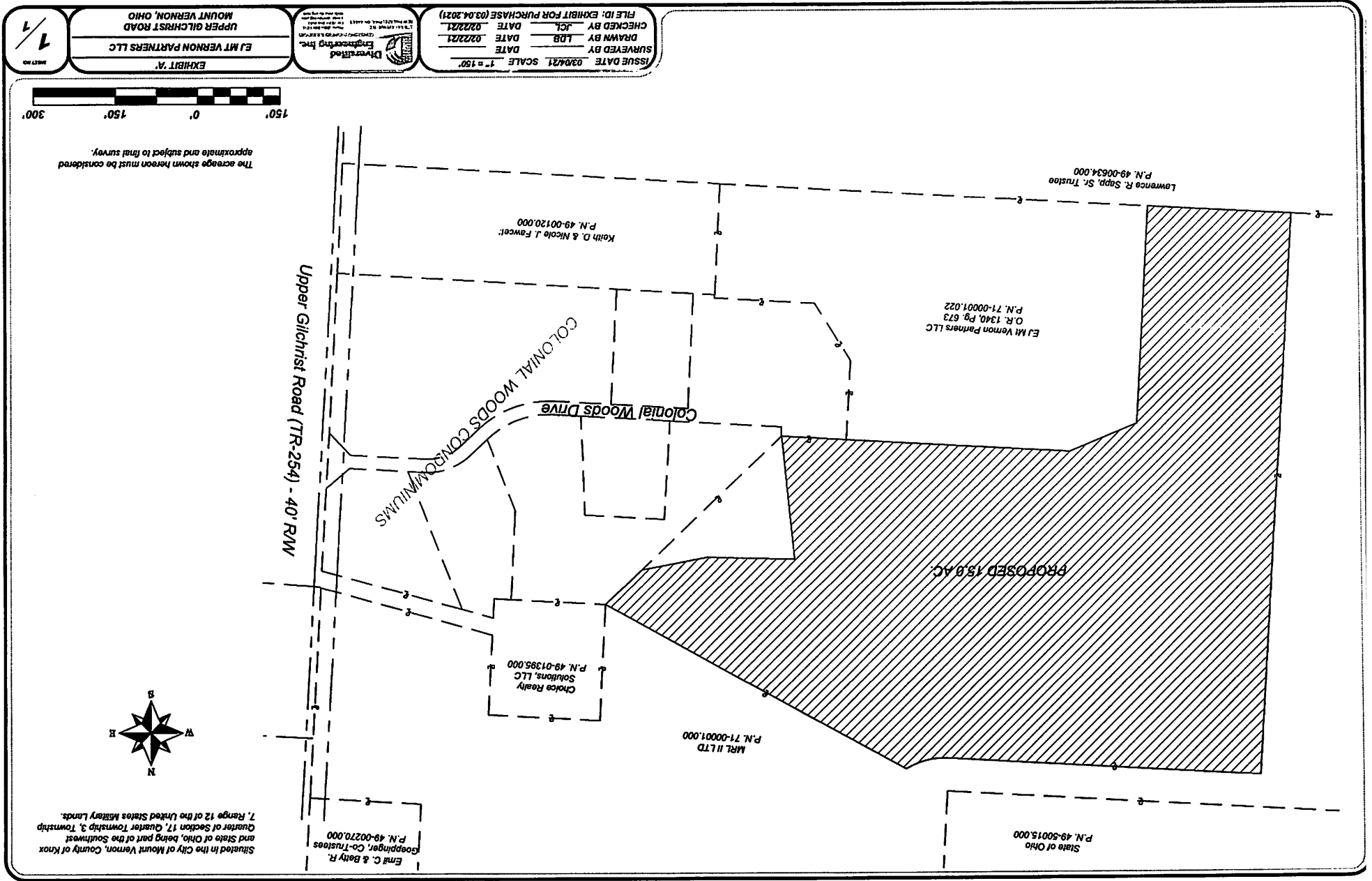
Thence South 2 deg. 20' West a distance of 144.63 feet;

Thence South 75 deg. 02' East a distance of 321.1 feet to the point of beginning, containing 1.185 acres, as surveyed in December, 1973, by Floyd W. Barnes, Surveyor #3917.

PPN: 49-01395.000

Prior Reference: Official Records Volume 1468, Page 780, Knox County, Ohio.

Attachment: Purchase Agreement - Choice Realty 2021-03-24 (2310 : 2021-Mpc-05)



**EXHIBIT B****Real Estate Description**

Situated in the State of Ohio, County of Knox, City of Mount Vernon, Township of Monroe, lying in Section 17, Quarter Township 3, Township 7, Range 12, United State Military Lands, and being part of the 89.226 acre tract conveyed to Earthworks LLC by deed of record in Deed Book 950, Page 99 (all referenced refer to the records of the Recorder's Office, Knox County, Ohio) and being more particularly described as follows:

Beginning at a 5/8 inch rebar with cap "Barnes & Tracy" at the southwesterly corner of said Section 17, being a common corner of said 89.226 acre tract, the 40.249 acre tract conveyed to Zeikowitz Family Partnership, a Nevada Limited Partnership, by deed of record in Deed Book 460, Page 542, the 40.377 acre tract conveyed to Trustees of the Cochran Family Trust by deed of record in Deed Book 488, Page 568 and the 45.975 acre tract conveyed to M. Schalmir Moseley by deed of record in Deed Book 443, Page 203, being the POINT OF BEGINNING.

Thence North 06 deg. 28' 36" East, a distance of 1570.57 feet, with a westerly line of said 89.226 acre tract and the easterly lines of said 45.975 acre tract and the 44.974 acre tract conveyed to Ida M. Kepple, Trustee, by deed of record in Deed Book 485, Page 654 (passing at 844.77 feet a 5/8 inch rebar with cap "Tracy & Mills") to a 5/8 inch rebar with cap "Tracy & Mills" found in the southerly line of the 109.40 acre tract conveyed to The State of Ohio by deed of record in Deed Book 119, Page 564;

Thence South 83 deg. 47' 42" East a distance of 1566.69 feet, with the line common to said 89.226 and 109.40 acre tracts to a stone found;

Thence North 06 deg. 01' 26" East, a distance of 608.49 feet, with the line common to said 89.226 and 109.40 acre tract, to a 5/8 inch rebar found at the southwesterly corner of the 12.62 acre tract conveyed as Parcel 3 to Zeikowitz Farms and Tower Site, L.P. by deed of record in Deed Book 477, Page 167;

Thence with the line common to said 89.226 and 12.62 acre tracts, the following courses and distances:

South 84 deg. 07' 44" East, a distance of 651.88 feet, to a 5/8 inch rebar found;

North 05 deg. 56' 39" East, a distance of 237.47 feet, to a 5/8 inch rebar found;

South 84 deg. 20' 17" East, a distance of 305.99 feet to a 5/8 inch rebar found;

South 45 deg. 48' 24" East, a distance of 232.81 feet (passing at 207.37 feet to a 5/8 inch rebar found) to a PK nail found in the centerline of Upper Gilchrist Road (40' R/W);

Thence South 05 deg. 52' 45" West, a distance of 120.24 feet, with the centerline of said Upper Gilchrist Road, to a magnetic nail set at the northeasterly corner of the 1.04 acre tract conveyed to Ruth Smith Evener by deed of record in Deed Book 201, Page 305;

Thence North 83 deg. 47' 15" West, a distance of 170.77 feet, with a line common to said 89.226 and 1.04 acre tracts, to an iron pin set;

Thence South 05 deg. 52' 41" West, a distance of 265.00 feet, with a line common to said 89.226 and 1.04 acre tracts, to an iron pin set in the northerly line of the 0.46 acre tract conveyed to Kathy L. Lester by deed of record in Deed Book 797, Page 242;

Thence 83 deg. 47' 15" West, a distance of 29.00 feet, with a line common to said 89.226 and 0.46 acre tracts, to an iron pin set;

Thence South 05 deg. 52' 41" West a distance of 248.00 feet, with an easterly line of said 89.226 acre tract and the westerly lines of said 0.46 acre tract and the 0.68 acre tract conveyed to Norma L. Saunders by deed of record in Deed Book 480, Page 213 to an iron pin set;

Thence South 83 deg. 47' 15" East, a distance of 199.42 feet, with a line common to said 89.226 and 0.68 acre tracts, to a magnetic nail set in the centerline of said Upper Gilchrist Road;

Thence South 05 deg. 57' 33" West, a distance of 380.07 feet, with the centerline of said Upper Gilchrist Road, to a magnetic nail set at the northeasterly corner of the 1.185 acre tract conveyed as Parcel 1 to Zeikowitz Farms and Tower Site, L.P. by deed of record in Deed Book 477, Page 167;

Thence with the lines common said 89.226 and 1.185 acre tracts, the following courses and distances:

North 71 deg. 31' 12" West, a distance of 320.30 feet (passing at 21.465 feet a 5/8 inch rebar with cap "Tracy & Mills" found) to a 5/8 inch rebar with cap "Tracy & Mills" found;

North 05 deg. 54' 05" East, a distance of 144.27 feet to a 5/8 inch rebar found;

North 84 deg. 06' 22" West, a distance of 199.95 feet to a 5/8 inch rebar found;

South 05 deg. 53' 46" West, a distance of 209.89 feet to a 5/8 inch rebar found;

North 58 deg. 10' 17" West, a distance of 614.98 feet to an iron pin set;

With said curve to the right, having a central angle of 34 deg. 20' 09", a radius of 135.00 feet, an arc length of 80.90 feet, and a chord bearing South 79 deg. 04' 29" West, a chord distance of 79.70 feet to an iron pin set;

North 83 deg. 47' 43" West, a distance of 560.01 feet to an iron pin set;

South 06 deg. 28' 36" West, a distance of 1013.39 feet to an iron pin set in the northerly line of the 20.29 acre tract conveyed to Lawrence R. Sapp by deed of record in Deed Book 280, Page 56;

Thence North 83 deg. 52' 24" West, a distance of 89.6600 feet, with a line common to said 89.226 and 20.29 acre tracts, to an iron pin set;

Thence South 06 deg. 12' 52" West, a distance of 495.79 feet, continuing with a line common to said 89.226 and 20.29 acre tracts, to an iron pin set in the north line of said 40.249 acre tract;

Thence North 83 deg. 52' 24" West, a distance of 919.58 feet, with the line common to said 89.226 and 40.249 acre tracts, to the POINT OF BEGINNING, containing 56.886 acres, more or less, of which 0.232 acre is within the right-of-way of Upper Gilchrist Road.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMIT INC.

Bearings shown hereon are based on the southerly line of said Section 17, being North 83 deg. 52' 24" West, as delineated in Deed Book 950, Page 99

EXCEPTING THEREFROM THE FOLLOWING REAL ESTATE:

Situate in the southwest quarter of Section 17, Quarter 3, Township 7, Range 12, City of Mount Vernon, Knox County, Ohio and being described as follows:

Commencing at a railroad spike found in the centerline of Upper Gilchrist Road (Township Road 254) at the southeast corner of the Southwest Quarter of Section 17; thence along the centerline of Upper Gilchrist Road North 5 deg. 57' 33" East 1889.32 feet to a railroad spike found; thence continuing along the centerline of said road North 5 deg. 52' 41" East 1.53 feet to the southeast corner of a 1.039 acre tract (Ronald M. & Barbara A. Sheet, D.V. 1093, Pg. 785) and the northeast corner of a 0.46 acre tract (K. Lester, D.V. 797, Pg. 242); thence along the south line of said 1.039 acres North 83 deg. 47' 15" West 170.77 feet to an iron pin found at the southwest corner of said 1.039 acres and being the southeast corner and beginning point of the tract herein described; thence North 83 deg. 47' 15" West 29.00 feet to an iron

pin found at the northwest corner of said 0.46 acre tract; thence North 5 deg. 52' 41" East 265.00 feet to an iron pin set; thence South 83 deg. 47' 15" East 29.00 feet to an iron pin found at the northwest corner of the aforesaid 1.039 acres; thence along the west line of said tract South 5 deg. 52' 41" West 265.00 feet to the point of beginning, containing 0.176 acres, more or less, as surveyed in August 2013 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North based on Survey Record S, Page 529. Note: iron pins set are 5/8" by 30" rebar with plastic cap stamped Tracy and Mills.

Being, after said Save and Except: 56.71 acre, more or less.

Subject to zoning restrictions, leases, easements, covenants and restrictions of record.

Taxes shall be prorated to date of closing.

PPN: 71-00001.000

Prior Reference: Official Records Volume 1772, Page 440, Knox County, Ohio.

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 22<sup>nd</sup> day of March, 2021, by and between **EJ MT. VERNON PARTNERS, LLC**, an Ohio limited liability company, of 1239 Cherry Valley Rd SE, Newark, OH 43055, hereinafter referred to as Seller, and **SCHLABACH BUILDERS, LTD.**, an Ohio limited liability company, of 6678 State Route 241, Millersburg, Ohio 44654, hereinafter referred to as Purchaser.

### WITNESSETH:

In consideration of the covenants, representations, and agreements set forth below, Seller and Purchaser agree as follows:

1. AGREEMENT TO SELL. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described premises: Being approximately 15.0 acres, subject to final survey, out of a 22.241 acre parcel (PPN: 71-00001.022) situated in Monroe Township, Knox County, Ohio, and more particularly depicted on the attached Exhibit A, hereinafter referred to as the Premises, including the rights and easement further described in Paragraph 5(A) herein.

2. AGREEMENT TO PURCHASE; CONSIDERATION. The purchase price of the Premises shall be Thirteen Thousand and no/100 Dollars (\$13,000.00) per acre, as shown on a final survey, to be paid at closing by wire transfer.

3. CLOSING. Closing shall take place at the offices of Monroe Street Title Company, Ltd., 88 South Monroe Street, Millersburg, Ohio 44654, on or before June 30, 2021, or at any such other time or place or on such other date as shall be mutually agreed upon by Seller and Purchaser, which date shall constitute and hereinafter be referred to as the Closing Date. Closing shall occur by deposit of funds and documents with Monroe Street Title Company, Ltd., as Escrow Agent, for closing in accordance with the terms and conditions of this Agreement.

Attachment: EJ Mt Vernon Partners Fully Executed (2310 : 2021-Mpc-05)

the Adjoining Premises, being more particularly described on the attached Exhibit B. The Premises and the Adjoining Premises shall simultaneously close. If Purchaser is unable to purchase the Adjoining Premises, Purchaser may terminate this Agreement by sending written notice to Seller prior to Closing.

C. Permits. This Agreement shall be contingent on Purchaser's ability to successfully obtain all city, county and environmental permits, licenses and approvals necessary for the development contemplated by Purchaser, in Purchaser's sole discretion. Seller agrees to cooperate with Purchaser and governing authorities in the permit, license and approval application process, including but not limited to permitting Purchaser to apply for said permits and licenses and providing information required for said applications. If Purchaser is unable to obtain a desired permit, license or approval, Purchaser may terminate this Agreement by sending written notice to Seller on or before June 30, 2021. Purchaser shall perform all necessary work to obtain a lot split, Seller to cooperate with Purchaser's efforts.

D. Water and Sewer Access. This Agreement shall be contingent on Purchaser's ability to obtain permission to access and tie into city sewer and water systems. Seller agrees to cooperate with Purchaser and governing authorities to obtain such permission. If Purchaser is unable to obtain permission to access and tie into city sewer and water systems, Purchaser may terminate this Agreement by sending written notice to Seller on or before June 30, 2021.

E. Timber Removal. Seller acknowledges timber and brush removal may be necessary for Purchaser to adequately inspect the Premises and complete its due diligence. Any timber and brush removal prior to closing shall be done according to all local, state and federal regulation and shall be limited to the minimum amount necessary to complete inspection and due

upon the Seller a written notice specifying any conditions of title, encroachments and other survey defects, other than Permitted Exceptions, which Purchaser does not approve, hereinafter referred to as Title Defects. Upon receipt by Seller of Purchaser's notification of Title Defects, Seller shall have the option, but not be required to cause the removal of such defect prior to Closing. If prior to Closing Seller shall fail to eliminate such Title Defect, then Purchaser may elect: (i) to accept the Real Property with such additional Title Defect, but with a mutually acceptable adjustment to the Purchase Price or modification of the terms hereof, or (ii) to terminate this Agreement, in which latter event this Agreement shall terminate and neither party shall have any further rights or liabilities hereunder, such election to be exercised by written notice to Seller prior to Closing. No notice is required of Purchaser for any encumbrance of Seller or Seller's predecessors in interest that may be satisfied by the payment of a fixed sum of money relating to any deeds of trust, mortgages or liens of any type and Seller shall cure such encumbrances at or before Closing.

6. COSTS.

A. Seller shall pay the following expenses at Closing:

- i. Preparation of Warranty Deed and related transfer documents;
- ii. Survey costs required by government authorities as a condition of transfer of title;
- iii. Auditor's Conveyance Fee and per parcel fees;
- iv. One-half the escrow and closing fees;
- v. One-half the cost of the title search and title evidence for a basic owner's policy; and
- vi. Any costs or fees from Seller's counsel.

B. Purchaser shall pay the following expenses:

Purchaser elects to terminate this Agreement, all monies heretofore deposited shall be returned to Purchaser.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants the following:

A. Authority. Seller is the sole owner of the Property in fee simple, and that Seller has full power and authority to enter into this Agreement and to execute and deliver a valid deed to the Property in fee simple, without the joinder or consent of any other party.

B. Compliance with Law. There have been no boundary disputes with owners of any property adjacent to the Premises and Seller has not been subjected to any claims, orders, actions or proceedings concerning Seller's use of the Premises or the condition of the Premises. Seller has not received notice of the violation of any applicable laws, ordinances, rules or regulations.

C. Eminent Domain. Seller has not received any notice from any governmental authority or public utility, with respect to a plan to appropriate, condemn, or take by right of eminent domain all or any part of the Premises, or to levy an assessment thereon;

D. Adverse Condition. Seller has no actual knowledge of, and has received no notice of, any claims, actions, suits, proceedings or investigations,, either pending or threatened nor any order, decree or judgment, in law or in equity, against or affecting Seller or the Property, its use or occupancy that would detrimentally affect the use and operation of the Property or the value of the Property.

E. Environmental. For the purposes of this Agreement the term "Hazardous Substances" shall include, but not be limited to, petroleum products, radon, flammable explosives, asbestos, polychlorinated biphenyls and/or hazardous substances within the meanings specified by any applicable local, state or federal statute or regulation now in effect with respect to environmental protection and other federal or applicable state and municipal laws, policies or regulations

consents issued by or received from local, state, federal, or foreign governmental agencies relating to environmental matters and none are required for the activities of Seller.

F. Survival of Representations and Warranties. All of the representations and warranties set forth herein shall survive the Closing of this transaction for a period of three (3) years from the date of Closing and shall not be extinguished by the doctrine of merger.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants the following:

A. Standing. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Ohio with power and authority to execute and perform this Agreement.

B. Authorization. The execution and performance of this Agreement has been duly authorized by appropriate action of the Purchaser.

C. No Breach of Articles, By-Laws, Contracts, Etc. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or constitute a violation of any provisions of Purchaser's Articles of Organization or Operating Agreement or conflict with or result in a breach by Purchaser or constitute a default by Purchaser or give to any third parties any rights, including, but not limited to, rights of cancellation, termination or acceleration under any of the terms, provisions or conditions of any court or administrative order or process or any contract, agreement or instrument to which Purchaser is a party, or by which it may be bound.

12. INDEMNIFICATION. Seller hereby agrees to indemnify and hold Purchaser harmless and its directors, officers, shareholders, and their respective successors, assigns, heirs, executors and administrators, as the case may be (any of the foregoing including Purchaser being hereinafter referred to as a "Party"), against and in respect of any and all liabilities arising out of or

16. COUNTERPART. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

17. NOTICES. Any notice or demand required or permitted to be given by or to either of the parties hereto in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered personally to Purchaser or Seller at their respective addresses set forth at the beginning of this Agreement, or on the date deposited in the U.S. Post Office, registered or certified mail, postage prepaid, return receipt requested, or on the date said notice or demand is timely deposited with an overnight carrier service such as Federal Express.

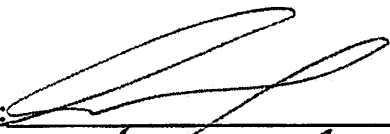
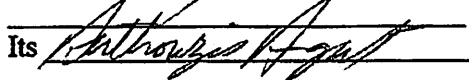
18. CAPTIONS. The captions of the sections hereof are for convenience only and shall not control and effect the meaning or construction of any of the provisions of this Agreement.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESSES WHEREOF, the parties have set their hands as of the day and year first above written.

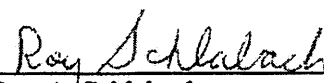
**SELLER**

**EJ MT. VERNON PARTNERS, LLC**

By:   
 Its 

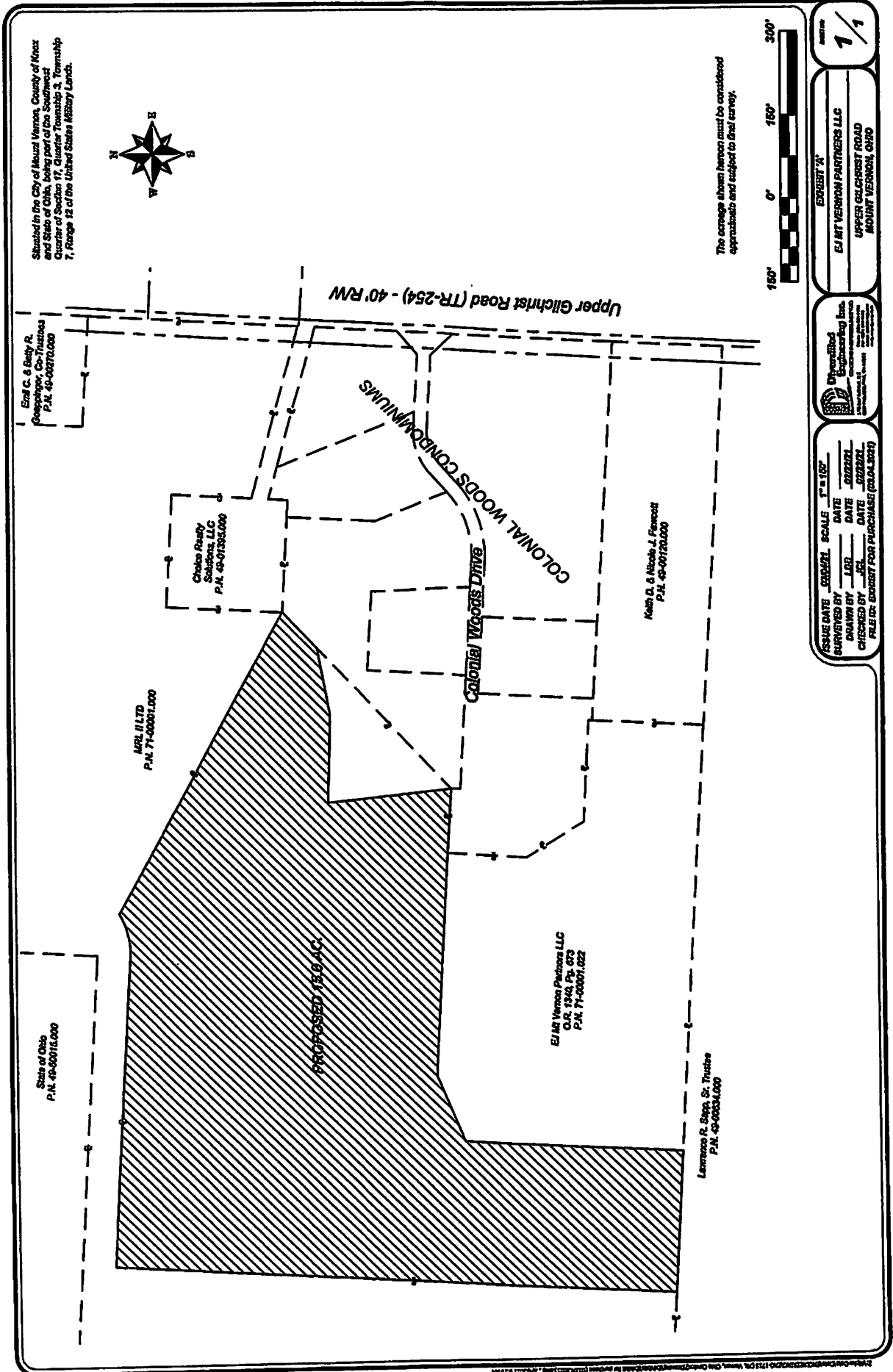
**PURCHASER**

**SCHLABACH BUILDERS, LTD.**

By:   
 Roy A. Schlabach  
 Its Authorized Member

Attachment: EJ Mt Vernon Partners Fully Executed (2310 : 2021-Mpc-05)

EXHIBIT A



Attachment: EJ Mt Vernon Partners Fully Executed (2310 : 2021-Mpc-05)

**EXHIBIT B****Real Estate Description**

Situated in the State of Ohio, County of Knox, City of Mount Vernon, Township of Monroe, lying in Section 17, Quarter Township 3, Township 7, Range 12, United State Military Lands, and being part of the 89.226 acre tract conveyed to Earthworks LLC by deed of record in Deed Book 950, Page 99 (all referenced refer to the records of the Recorder's Office, Knox County, Ohio) and being more particularly described as follows:

Beginning at a 5/8 inch rebar with cap "Barnes & Tracy" at the southwesterly corner of said Section 17, being a common corner of said 89.226 acre tract, the 40.249 acre tract conveyed to Zeikowitz Family Partnership, a Nevada Limited Partnership, by deed of record in Deed Book 460, Page 542, the 40.377 acre tract conveyed to Trustees of the Cochran Family Trust by deed of record in Deed Book 488, Page 568 and the 45.975 acre tract conveyed to M. Schalmir Moseley by deed of record in Deed Book 443, Page 203, being the POINT OF BEGINNING.

Thence North 06 deg. 28' 36" East, a distance of 1570.57 feet, with a westerly line of said 89.226 acre tract and the easterly lines of said 45.975 acre tract and the 44.974 acre tract conveyed to Ida M. Kepple, Trustee, by deed of record in Deed Book 485, Page 654 (passing at 844.77 feet a 5/8 inch rebar with cap "Tracy & Mills") to a 5/8 inch rebar with cap "Tracy & Mills" found in the southerly line of the 109.40 acre tract conveyed to The State of Ohio by deed of record in Deed Book 119, Page 564;

Thence South 83 deg. 47' 42" East a distance of 1566.69 feet, with the line common to said 89.226 and 109.40 acre tracts to a stone found;

Thence North 06 deg. 01' 26" East, a distance of 608.49 feet, with the line common to said 89.226 and 109.40 acre tract, to a 5/8 inch rebar found at the southwesterly corner of the 12.62 acre tract conveyed as Parcel 3 to Zeikowitz Farms and Tower Site, L.P. by deed of record in Deed Book 477, Page 167;

Thence with the line common to said 89.226 and 12.62 acre tracts, the following courses and distances:

South 84 deg. 07' 44" East, a distance of 651.88 feet, to a 5/8 inch rebar found;

North 05 deg. 56' 39" East, a distance of 237.47 feet, to a 5/8 inch rebar found;

South 84 deg. 20' 17" East, a distance of 305.99 feet to a 5/8 inch rebar found;

South 45 deg. 48' 24" East, a distance of 232.81 feet (passing at 207.37 feet to a 5/8 inch rebar found) to a PK nail found in the centerline of Upper Gilchrist Road (40' R/W);

Thence South 05 deg. 52' 45" West, a distance of 120.24 feet, with the centerline of said Upper Gilchrist Road, to a magnetic nail set at the northeasterly corner of the 1.04 acre tract conveyed to Ruth Smith Evener by deed of record in Deed Book 201, Page 305;

Thence North 83 deg. 47' 15" West, a distance of 170.77 feet, with a line common to said 89.226 and 1.04 acre tracts, to an iron pin set;

Thence South 05 deg. 52' 41" West, a distance of 265.00 feet, with a line common to said 89.226 and 1.04 acre tracts, to an iron pin set in the northerly line of the 0.46 acre tract conveyed to Kathy L. Lester by deed of record in Deed Book 797, Page 242;

Thence 83 deg. 47' 15" West, a distance of 29.00 feet, with a line common to said 89.226 and 0.46 acre tracts, to an iron pin set;

Thence South 05 deg. 52' 41" West a distance of 248.00 feet, with an easterly line of said 89.226 acre tract and the westerly lines of said 0.46 acre tract and the 0.68 acre tract conveyed to Norma L. Sauders by deed of record in Deed Book 480, Page 213 to an iron pin set;

Attachment: EJ Mt Vernon Partners Fully Executed (2310 : 2021-Mpc-05)

Thence South 83 deg. 47' 15" East, a distance of 199.42 feet, with a line common to said 89.226 and 0.68 acre tracts, to a magnetic nail set in the centerline of said Upper Gilchrist Road;

Thence South 05 deg. 57' 33" West, a distance of 380.07 feet, with the centerline of said Upper Gilchrist Road, to a magnetic nail set at the northeasterly corner of the 1.185 acre tract conveyed as Parcel 1 to Zeikowitz Farms and Tower Site, L.P. by deed of record in Deed Book 477, Page 167;

Thence with the lines common said 89.226 and 1.185 acre tracts, the following courses and distances:

North 71 deg. 31' 12" West, a distance of 320.30 feet (passing at 21.465 feet a 5/8 inch rebar with cap "Tracy & Mills" found) to a 5/8 inch rebar with cap "Tracy & Mills" found;

North 05 deg. 54' 05" East, a distance of 144.27 feet to a 5/8 inch rebar found;

North 84 deg. 06' 22" West, a distance of 199.95 feet to a 5/8 inch rebar found;

South 05 deg. 53' 46" West, a distance of 209.89 feet to a 5/8 inch rebar found;

North 58 deg. 10' 17" West, a distance of 614.98 feet to an iron pin set;

With said curve to the right, having a central angle of 34 deg. 20' 09", a radius of 135.00 feet, an arc length of 80.90 feet, and a chord bearing South 79 deg. 04' 29" West, a chord distance of 79.70 feet to an iron pin set;

North 83 deg. 47' 43" West, a distance of 560.01 feet to an iron pin set;

South 06 deg. 28' 36" West, a distance of 1013.39 feet to an iron pin set in the northerly line of the 20.29 acre tract conveyed to Lawrence R. Sapp by deed of record in Deed Book 280, Page 56;

Thence North 83 deg. 52' 24" West, a distance of 89.6600 feet, with a line common to said 89.226 and 20.29 acre tracts, to an iron pin set;

Thence South 06 deg. 12' 52" West, a distance of 495.79 feet, continuing with a line common to said 89.226 and 20.29 acre tracts, to an iron pin set in the north line of said 40.249 acre tract;

Thence North 83 deg. 52' 24" West, a distance of 919.58 feet, with the line common to said 89.226 and 40.249 acre tracts, to the POINT OF BEGINNING, containing 56.886 acres, more or less, of which 0.232 acre is within the right-of-way of Upper Gilchrist Road.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the tope bearing the initials EMHT INC.

Bearings shown hereon are based on the southerly line of said Section 17, being North 83 deg. 52' 24" West, as delineated in Deed Book 950, Page 99

EXCEPTING THEREFROM THE FOLLOWING REAL ESTATE:

Situate in the southwest quarter of Section 17, Quarter 3, Township 7, Range 12, City of Mount Vernon, Knox County, Ohio and being described as follows:

Commencing at a railroad spike found in the centerline of Upper Gilchrist Road (Township Road 254) at the southeast corner of the Southwest Quarter of Section 17; thence along the centerline of Upper Gilchrist Road North 5 deg. 57' 33" East 1889.32 feet to a railroad spike found; thence continuing along the centerline of said road North 5 deg. 52' 41" East 1.53 feet to the southeast corner of a 1.039 acre tract (Ronald M. & Barbara A. Sheet, D.V. 1093, Pg. 785) and the northeast corner of a 0.46 acre tract (K. Lester, D.V. 797, Pg. 242); thence along the south line of said 1.039 acres North 83 deg. 47' 15" West 170.77 feet to an iron pin found at the southwest corner of said 1.039 acres and being the southeast corner and beginning point of the tract herein described; thence North 83 deg. 47' 15" West 29.00 feet to an iron

pin found at the northwest corner of said 0.46 acre tract; thence North 5 deg. 52' 41" East 265.00 feet to an iron pin set; thence South 83 deg. 47' 15" East 29.00 feet to an iron pin found at the northwest corner of the aforesaid 1.039 acres; thence along the west line of said tract South 5 deg. 52' 41" West 265.00 feet to the point of beginning, containing 0.176 acres, more or less, as surveyed in August 2013 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North based on Survey Record S, Page 529. Note: iron pins set are 5/8" by 30" rebar with plastic cap stamped Tracy and Mills.

Being, after said Save and Except: 56.71 acre, more or less.

Subject to zoning restrictions, leases, easements, covenants and restrictions of record.

Taxes shall be prorated to date of closing.

PPN: 71-00001.000

Prior Reference: Official Records Volume 1772, Page 440, Knox County, Ohio.

Attachment: EJ Mt Vernon Partners Fully Executed (2310 : 2021-Mpc-05)



### DESCRIPTION OF A 15.000 ACRE PARCEL

Situated in the City of Mount Vernon, County of Knox and State of Ohio, being part of Section 17, Quarter Township 3, Township 7, Range 12 of the United States Military District and being part of a parcel conveyed to EJ MT Vernon Partners, LLC (P.N. 71-00001.022) and recorded in O.R. Volume 1340, Page 673 of the Knox County Official Records, and more fully bounded and described as follows:

**Beginning** at a capped iron pin found at the southwest corner of said Section 17; Thence S  $86^{\circ}46'28''$  E, along the south line of said Section 17, a distance of 919.55 feet to an iron pin set; Thence N  $03^{\circ}18'38''$  E, along an easterly line of a parcel of land conveyed to MRL II LTD (P.N. 71-00001.000) as recorded in O.R. Volume 1772, Page 440 of the Knox County Official Records, a distance of 496.29 feet to an iron pin set; Thence S  $86^{\circ}46'23''$  E, along a southerly line of said parcel of land conveyed to MRL II LTD, a distance of 89.53 feet to an iron pin set, said point being the **True Place of Beginning** for the parcel of land herein described;

Course No. 1; Thence N  $03^{\circ}34'47''$  E, along an easterly line of said parcel of land conveyed to MRL II LTD, a distance of 1012.81 feet to an iron pin set;

Course No. 2; Thence S  $86^{\circ}41'31''$  E, along a southerly line of said parcel of land conveyed to MRL II LTD, a distance of 560.01 feet to an iron pin found;

Course No. 3; Thence along a southerly line of said parcel of land conveyed to MRL II LTD, along the arc of a non-tangent curve to the left having a radius of 136.02 feet, a delta angle of  $34^{\circ}04'18''$ , a chord length of 79.70 feet, and a chord bearing of N  $76^{\circ}10'40''$  E, the arc length of 80.89 feet to an iron pin set;

Course No. 4; Thence S  $61^{\circ}04'06''$  E, along a southwesterly line of said parcel of land conveyed to MRL II LTD, a distance of 614.98 feet to a 1/2" iron pipe found;

Course No. 5; Thence S  $46^{\circ}19'06''$  W, along a northwesterly line of The Village of Colonial Woods Condominiums First Amendment as recorded in Plat Book C, Page 72 of the Knox County Plat Records, a distance of 89.12 feet to an iron pin set;

Course No. 6; Thence S  $86^{\circ}36'23''$  W, along a new line of division, a distance of 265.62 feet to an iron pin set;

Course No. 7; Thence S  $03^{\circ}05'26''$  E, along a new line of division, a distance of 226.19 feet to an iron pin set;



**Diversified  
Engineering Inc.**  
CONSULTING ENGINEERS & SURVEYORS

Course No. 8; Thence N 86°48'27" W, along a northerly line of The Village of Colonial Woods Condominiums as recorded in Plat Book C, Page 52 of the Knox County Plat Records and along a new line of division, passing an iron pin set at 115.49 feet, a total distance of 520.69 feet to an iron pin set;

Course No. 9; Thence S 67°51'11" W, along a new line of division, a distance of 126.35 feet to an iron pin set;

Course No. 10; Thence S 03°34'47" W, along a new line of division, a distance of 393.66 feet to an iron pin set;

Course No. 11; Thence N 86°46'23" W, along a northerly line of a parcel of land conveyed to Lawrence R. Sapp Sr., Trustee (P.N. 49-00634.000) as recorded in O.R. Volume 987, Page 467 of the Knox County Official Records, a distance of 259.45 feet to the **True Place of Beginning** and containing 15.000 acres of land, more or less, as surveyed by Joshua C. Lambert, P.S., Ohio Registration No. S-8666, for Diversified Engineering Inc., in April 2021, but subject to all legal roads, highways, rights of way, easements and leases of record.

The Basis of Bearing is Ohio State Plane Coordinates, North Zone, NAD 1983.

All iron pins set are 30 inch X 3/4 inch round steel bars with plastic caps stamped "DIVERSIFIED ENGINEERING".

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Joshua C. Lambert, P.S. Professional Surveyor No. S-8666    Date

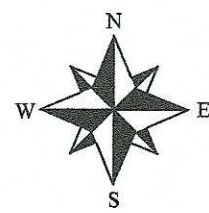
Attachment: 1715 CR (2310 : 2021-Mpc-05)

Inverse With Area  
13:34:36 2021

Thu Apr 01

| PntNo                                                  | Bearing                                                               | Distance         | Northing          | Easting    | Description |
|--------------------------------------------------------|-----------------------------------------------------------------------|------------------|-------------------|------------|-------------|
| PP                                                     |                                                                       |                  | 269952.67         | 1984373.94 |             |
|                                                        | N 03°34'47"                                                           | E 1012.81        |                   |            |             |
| PP                                                     |                                                                       |                  | 270963.50         | 1984437.17 |             |
|                                                        | S 86°41'31"                                                           | E 560.01         |                   |            |             |
| PP                                                     |                                                                       |                  | 270931.19         | 1984996.25 |             |
|                                                        | Radius: 136.02                                                        | Chord: 79.70     | Degree: 42°07'23" | Dir: Left  |             |
|                                                        | Length: 80.89                                                         | Delta: 34°04'18" | Tangent: 41.68    |            |             |
|                                                        | Chord BRG: N 76°10'40" E Rad-In: N 03°12'49" E Rad-Out: N 30°51'29" W |                  |                   |            |             |
|                                                        | Radius PntNo: PP N: 271066.99 E: 1985003.87                           |                  |                   |            |             |
| PP                                                     |                                                                       |                  | 270950.23         | 1985073.64 |             |
|                                                        | S 61°04'06"                                                           | E 614.98         |                   |            |             |
| PP                                                     |                                                                       |                  | 270652.72         | 1985611.87 |             |
|                                                        | S 46°19'06"                                                           | W 89.12          |                   |            |             |
| PP                                                     |                                                                       |                  | 270591.17         | 1985547.42 |             |
|                                                        | S 86°36'23"                                                           | W 265.62         |                   |            |             |
| PP                                                     |                                                                       |                  | 270575.45         | 1985282.27 |             |
|                                                        | S 03°05'26"                                                           | E 226.19         |                   |            |             |
| PP                                                     |                                                                       |                  | 270349.59         | 1985294.46 |             |
|                                                        | N 86°48'27"                                                           | W 520.69         |                   |            |             |
| PP                                                     |                                                                       |                  | 270378.59         | 1984774.58 |             |
|                                                        | S 67°51'11"                                                           | W 126.35         |                   |            |             |
| PP                                                     |                                                                       |                  | 270330.96         | 1984657.56 |             |
|                                                        | S 03°34'47"                                                           | W 393.66         |                   |            |             |
| PP                                                     |                                                                       |                  | 269938.06         | 1984632.98 |             |
|                                                        | N 86°46'23"                                                           | W 259.45         |                   |            |             |
| PP                                                     |                                                                       |                  | 269952.67         | 1984373.94 |             |
| Closure Error Distance> 0.0000                         |                                                                       |                  |                   |            |             |
| Total Distance Inversed> 4149.76                       |                                                                       |                  |                   |            |             |
| Area: 15.000 Acres, 72600.0 Sq. Yards, 653400 Sq. Feet |                                                                       |                  |                   |            |             |

Attachment: 1715 CR (2310 : 2021-Mpc-05)



The Basis of Bearing is Ohio State Plane  
Coordinates, North Zone, NAD 1983.

Iron pins set are 30" x 3/4" steel rod with plastic  
cap stamped "DIVERSIFIED ENGINEERING".

MRL II LTD.  
O.R. Vol. 1772, Pg. 440  
PN: 71-00001.000

EJ MT VERNON PARTNERS, LLC  
O.R. Vol. 1340, Pg. 673  
PN: 71-00001.022  
15.000 Acres

Situated in the City of Mount Vernon, County of Knox and State  
of Ohio, being part of Section 17, Quarter Township 3, Township  
7, Range 12 of the United States Military District.

Choice Realty  
Solutions, LLC  
O.R. Vol. 1468, Pg. 780  
PN: 49-01395.000

1/2" Iron Pipe  
Fd & Used

S 46°19'06" W  
89.12'

The Village of Colonial  
Woods Condominiums  
First Amendment  
P.B. C, Pg. 72

S 86°36'23" W 265.62' N.L.D.

EJ MT VERNON  
PARTNERS, LLC  
O.R. Vol. 1340, Pg. 673  
PN: 71-00001.022  
Residual

S 03°05'26" E 226.19' N.L.D.

The Village of Colonial  
Woods Condominiums  
P.B. C, Pg. 52

3/4" Iron Pipe  
Fd & Used

Keith D. Fawcett &  
Nicole J. Fawcett  
O.R. Vol. 1702, Pg. 540  
PN: 49-00120.000

EJ MT VERNON PARTNERS, LLC  
O.R. Vol. 1340, Pg. 673  
PN: 71-00001.022  
Residual

Lawrence R. Sapp Sr., Trustee  
O.R. Vol. 987, Pg. 467  
PN: 49-00634.000

- R/W - Right-of-Way  
ℓ - Property Line  
℄ - Centerline  
POB - Place/Point of Beginning  
TPOB - True Place/Point of Beginning  
R&U - Record & Used  
N.L.D. - New Line of Division  
C - Calculated  
M - Measured  
R - Record  
● - Iron Pin Set  
▲ - Drill Hole or Railroad Spike Set  
○ - Iron Pin Found  
⊙ - Iron Pipe Found  
△ - Monument Found as Noted  
□ - Stone Monument Found

Reference used:  
County Auditor's Tax Maps  
Deeds as noted hereon  
Surveys on File at the County Map Office

Section Line

POB  
SW Corner  
Section 17

S 86°46'28" E 919.55'  
"Capped" Iron Pin  
Fd & Used

N 03°18'38" E 496.29'

S 86°46'23" E  
89.53'

TPOB

N 86°46'23" W 259.45'

S 03°34'47" W 393.66' N.L.D.

S 67°51'11" W  
126.35' N.L.D.

N 86°48'27" W 520.69' N.L.D.

115.49'

S 86°41'31" E 560.01'

Rad: 136.02'  
Len: 80.89'  
Δ: 34°04'18"  
Chd Brg: N 76°10'40" E  
Chd: 79.70'  
Tang: 41.68'

S 61°04'06" E 614.98'



This is to certify that, at the request of the owner, I have  
surveyed and platted the parcel of land shown hereon in  
accordance with the provisions of Chapter 4733-37 of the  
Ohio Administrative Code. Monuments were found or set as  
indicated hereon. Dimensions are expressed in US Survey  
Feet and decimal parts thereof. All of which I certify to be  
correct to the best of my knowledge and belief.

Joshua C. Lambert  
Registered Professional Surveyor No. S-8666  
State of Ohio

Date

SHEET NO.  
1/1

PLAT OF SURVEY

EJ MT VERNON PARTNERS LLC

UPPER GILCREST ROAD  
MT. VERNON, OHIO

**Diversified Engineering Inc.**  
CONSULTING ENGINEERS & SURVEYORS

Phone: (330) 364-1631  
Fax: (330) 364-4031  
e-mail: dei@div-eng.com  
Web: www.div-eng.com

175 RAY AVENUE, N.E.  
NEW PHILADELPHIA, OH 44663

ISSUE DATE 4/02/21 SCALE 1" = 100'  
SURVEYED BY DEI DATE 3/30/21  
DRAWN BY FDO DATE 4/01/21  
CHECKED BY JCL DATE 4/02/21

FILE ID: ENG-1715 SPLIT

- 1 -

### ARTICLE III ARCHITECTURAL AND SITE CONTROL

#### Section 1. Residential Use; Size and Commencement Restrictions.

All lots shall be used exclusively for single-family residential purposes. No ranch style residence or one and a half-story residence shall be erected having less than 1100 square feet of living space and no two-story residence shall be erected having less than 1500 square feet of living space.

Prior to commencement of construction, an Owner shall keep the Lot mowed and neat in appearance, and may not use the Lot for storage of personal property without the prior approval of the Developer. Unimproved Lots shall be mowed not less than three (3) times per year. Developer reserves the right to arrange for mowing of any Lot not sufficiently cared for by the Owner, and charge the cost of the same to Owner.

Section 2. Architectural Control. No excavation, building or other structure or thing shall be commenced, erected, installed, placed, used, maintained or altered on any lot until the one complete set of detailed specifications and a plan showing the location, elevation, grade and slope of the structure and improvements have been approved in writing by the Developer as to quality of workmanship and materials of external design with existing structures, and as to location with respect to topography, finish grade elevation and lot lines. Said plans and specifications shall contain the following information:

Lot dimensions, four sides;

- (a) House dimensions;
- (b) Setback lines in accordance with the recorded plat and city ordinances;
- (c) Existing grade (actual grade elevations). Elevation at four corners of lot. If there is to be a change in grade, two elevations will be furnished and marked "existing", and "proposed";
- (d) Existing grade and finish grade elevations at one corner of house;
- (e) Finish floor elevation;
- (f) Plan designation;
- (g) Drive and walk width;
- (h) Street name;
- (i) Lot number and subdivision designation;
- (j) Exterior materials and design including proposed colors.

Section 3. Garages and Sheds. Each dwelling shall have an attached garage for not less than two (2) vehicles. The exterior of the garage shall be of similar composition, style and color as the dwelling. One (1) storage shed per lot is permitted. Said storage shed shall not exceed 10' x 14' and shall be of similar composition, style and color as the dwelling and garage.

Section 4. Grades, Slopes and Elevations. Developer reserves the sole and exclusive right to establish grades, slopes and elevations to the premises hereby conveyed, and to fix the grade at which any building or improvement shall be hereafter erected or placed thereon, so that

Attachment: Sample Restrictions 2021-04-05 (2310 : 2021-Mpc-05)

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the same may conform to a general plan.

Section 5. Driveways. All driveways must be of hard surface material, being either asphalt or concrete, and shall be completed within six (6) months of the completion of the dwelling. No gravel driveway may be caused or suffered to remain on a lot after said six (6) month period.

Section 6. Lot Splits and Combinations. No lots may be split to create new building lots. Any lot splits are limited to conveyances between adjoining land owners and must be approved by both the Developer and governmental agencies having authority thereon. Developer reserves the right to combine all or parts of lots in any fashion without the consent of any other lot owner. Included in the rights so reserved are the rights to vacate easement areas and building set back lines and to change any property line to any adjoining lot.

Section 7. Excavation. Any excavation on any lot shall be back filled as soon as possible consistent with good construction practices and the disturbed areas shall be graded. Immediately upon grading, steps shall be taken to effectively minimize erosion, either through sodding, seeding, strawing, placement of sediment fence, straw bales or other approved methods. Erosion and its effects are the responsibility of the Owner and any contractor retained by said Owner. Excess excavated soil shall be disposed of so as not to be detrimental to adjacent properties.

Section 8. Completion of Construction. The exterior construction of all dwellings, garages and other buildings in accordance with this Declaration and with approved plans shall be completed not later than twelve (12) months from the date excavation began.

Section 9. Completion of Landscaping. All landscaping shall be completed within six (6) months of the completion of construction pursuant to Section 10, subject to Section 12. Landscaping plans shall be approved by the Developer as provided herein.

Section 10. Landscaping. Landscaping plans shall be provided and approved to the Developer as provided herein. Said plans shall be provided not less than thirty (30) days prior to completion or occupancy of the dwelling. The planting shall be in conformity with the approved landscaping plan which shall include a minimum of six (6) 1 gallon base shrubs and (1) street tree. Such landscaping shall be completed as indicated in Section 9, unless that period is not within a planting season. If not within a planting season, Owner shall complete the landscaping as soon as reasonably practical. All lots shall be completely seeded and maintained to the standards provided herein.

Section 11. Fences. No fence shall be nearer to the street than the rear wall of the dwelling constructed upon the lot. Such fence shall be neat in appearance, of good construction, not taller than four (4) feet from the typical ground level and not be solid or built in a manner to totally obstruct view.

Section 12. Mailbox. Each Owner will purchase, install, and maintain a conforming mailbox as selected by Declarant.

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Section 13. Drainage. No structure, planting or other material may be stored or erected on the lots that interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel.

The utility easements shall contain no vegetation other than turf grass. There shall be no earth mounds, fences nor any other structure erected or placed across, on, over or within the utility easements. All inlet and outlet storm sewer pipes as well as any flow control devices within the limits of the basin easement shall be kept free of debris and/or blockage as necessary for the basin to function properly. No swing sets, playgrounds or structures, work equipment, landscape beds, driveways or other structures of any kind are permitted within the limits of the basin easements and/or conservation areas. No earthwork or changes to the grades of any kind are permitted within the limits of the basin easements and/or conservation areas.

Section 14. Sidewalks. Purchasers of lots shall install sidewalks on both sides of streets, excluding cul de sacs, within five (5) months of the completion of a residence thereon. Said sidewalks shall be concrete, 4 feet wide with 4 inch thickness and shall comply with the grade. Failure to install the same as provided herein shall render the Owner liable to Declarant, and Declarant may recover the cost of same from the Owner and cause installation of sidewalks to be made.

#### ARTICLE IV RESIDENTIAL AREA COVENANTS

Section 1. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including but not limited to junk yards, disabled vehicles, equipment or machinery.

Section 2. No Business Activity. No trade, business, profession or activity shall be carried on upon any lot.

Section 3. Signs. No signs of any kind shall be displayed to the public view on any lot, except: (a) on a residence stating the name and/or address of the occupant; (b) one sign of not more than five square feet advertising the property for sale; or (c) signs used by a builder to advertise the property during the construction and sales period.

Section 4. Animals, Livestock and Poultry. No animals, reptiles, insects, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, chickens or other household pets may be kept for domestic purposes, provided that they are not kept, bred or maintained for any commercial purpose, and are not kept outside the residence on the premises. No more than two (2) dogs, two (2) cats or six (6) chickens may be kept on any lot or in any dwelling, except when said dogs or cats are less than four (4) months of age. No household pets permitted hereunder shall be allowed to run free. Vicious animals or pets dangerous to other lot

Attachment: Sample Restrictions 2021-04-05 (2310 : 2021-Mpc-05)

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Owners are specifically prohibited.

Section 5. Storage. Nothing shall be stored or suffered to remain outside of any dwelling house and attached garage, including but not limited to boats, campers, trailers, recreation vehicles of any type, commercial machinery and equipment (except when in use during construction), mechanical or vehicle parts, inoperable law mowers, tractors, cars, junk cars, junk trucks and trailers, and all other tangible property shall be stored inside the garage or dwelling.

Section 6. Clothes Drying. No outdoor clothes drying area shall be allowed except in the rear yard and in case of corner lots, may not be placed within forty feet (40') of the side street line. Developer has the right to prohibit outdoor clothes drying at anytime.

Section 7. Placement of Antennas and Equipment. No radio, television or other antenna shall be attached or affixed in any way to the exterior of the house or garage, any part of any fence, pole or structure, or any tree, bus or other plant or structure. Satellite dish receptors must be placed only in backyards, be shielded from public view and the view of adjacent lots. Not overhead wiring is permitted. All utility service shall be placed underground.

Section 8. Wind Turbine. No wind turbine of any type shall be placed, erected or maintained upon the premises.

Section 9. Above Ground Pools. No above ground swimming pools shall be permitted on any lot.

Section 10. Garbage and Rubbish Disposal. No portion of the lot shall be used or maintained as a dumping ground for rubbish or other similar material, and all materials from construction shall be picked up weekly. All household trash, rubbish and garbage shall be kept in sanitary containers, inconspicuously on a temporary basis, and disposed of on at least a weekly basis.

Section 11. Lot Maintenance. All lots must be kept in an overall neat and orderly appearance, specifically including:

- a. All lawns and yards must be kept mowed at all times, being at least once per month between April and October of each year and at any time the grass is longer than four (4) inches.
- b. No portion of the lots shall be used for purposes other than that of a lawn, decorative grasses or landscaped areas. Such use shall include walks, drives, the planting of trees and shrubbery in accordance the provisions hereunder and the growing of flowers, decorative and ornamental plants, and gardens.