



MOUNT VERNON
MUNICIPAL PLANNING COMMISSION
MINUTES • OCTOBER 26, 2023

Special Meeting

Council Chambers

4:00 PM

40 Public Square, Mount Vernon, OH 43050

I. CALL TO ORDER

Attendee Name	Title	Status
Brian Ball	City Engineer	Present
Tanner Salyers	Safety Service Director	Present
Anne Ellsworth	Member	Present
Matthew T. Starr	Chairman	Present
Todd Hawkins	Member	Present
Austin Swallow	Member	Present
Eric Diehl	Alt. Member	Excused
Jason West	Alt. Member	Excused

Others in attendance: City Engineer, Brian Ball; City Development Services Manager, Lacie Blankenhorn; City Law Director, P. Rob. Broeren; Dean Donaldson; R.V. Harris; Eriech Horvath; James Mahan; Mark Wildermuth; Chad Gamble; Linda Kay Rex; Barbara Mizer; Chuck Rex; Doug Lowe

II. APPROVAL OF MINUTES

1. Municipal Planning Commission - Regular Meeting - Oct 12, 2023 4:00 PM

Amed by entering scribners error for B. Ball motion, showing he was serving as the Acting Safety Service Director.

RESULT:	ACCEPTED AS AMENDED [UNANIMOUS]
MOVER:	Austin Swallow, Member
SECONDER:	Todd Hawkins, Member
AYES:	Salyers, Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Diehl, West

III.MPC ITEMS

1. 2023-MPC-03 : Colonial Woods Condominiums Parcel #71-00001.022 - Change to Comprehensive Development Plan

Blankenhorn introduced the case.

Lowe (sworn in) went through a presentation he submitted to be a part of the agenda packet, opening by saying they are present to talk about The Village of Colonial Woods, but that is a misnomer because they want to develop property behind Colonial Woods and at their request, they do not want to have a similar name to avoid confusion. The plan is to call it Gilchrist Meadows. The original plan for the site was displayed showing the planned buildout. He said they want to build a few more buildings, but not to the totality of what is on the original plan. There was a slide showing the portion that they want to build. The remainder of the land has been sold. The planned buildings will be in the exact same place as the original plan. The access will remain the same. The specifications will remain the same. The difference is the plan isn't as big. They contend that is a minor modification, that doesn't need to be approved by City Council. He cited City Code §1163.03 stating such modification shall not increase the overall density of the site or change the essential character of the

approved plan. He said they are certainly not increasing the density of the site. They plan to build far less buildings. It contends their revised plan does not change the character of the approved plan, in that the buildings are the same as what was originally planned. They will look the same. He noted the resolution that adopted the plan didn't say how many buildings are included, just the general plan was attached. He said they are in line with the general plan, just smaller. He cited similar statutes from Fairborn Ohio. He believes the proposed changes are consistent with the approved plan. He said the infrastructure is basically there. The utilities are there. Lowe said the existing storm pond was built large enough to not need expansion. Lowe spoke about the agreement reached between the Colonial Woods owners association and the developer, explaining the items it addresses: cost sharing, maintenance of roadways, snow removal, roadway lighting, stormwater pond maintenance, signage sharing, a comprehensive formula. He said Colonial Woods will be in control of when most of the items agreed upon will need to be addressed and paid for. His presentation included a copy of an email from Robert Meldrum, a resident of Colonial Woods, stating an agreement had been reached between their association and the developer.

Speaking about utilities, Lowe explained a change was made based on the City wanting a different waterline to be tapped, than originally planned. He said this will make it easier to meter the separate water to the two communities. Lowe provided a page showing the original plan with the areas blocked out that were sold (solid orange) and others that will not be developed (orange outline boxes). There will be a new homeowners association. He spoke about funding in advance.

Broeren confirmed that the planned buildings will be in a separate condominium association. Broeren asked if the documents had been provided for the creation of the condominium. Lowe said they have not done the declarations. He said they have them, but they haven't been filed because they can't be filed until there is something to declare. They are waiting on approval from the MPC and need a structure to declare. Lowe said they are fairly standard to most condominium associations.

Broeren asked if the case that was cited included a new legal entity. Lowe didn't think so, only a change in the size. Lowe doesn't think the original approval prevents them from creating a separate entity. Broeren said there was an agreement with the City that the plan would be developed in two phases. All of phase 2 was sold off. There were a number of binding agreements that would be completed with phase 2. Broeren cited that as a significant change. Lowe countered that they never got to the point of phase 2. Lowe said the need for the agreed upon items, a turn lane & sidewalk, will be less since there will be less units.

Swallow asked Lowe if he is representing Colonial Woods. Lowe said no, he is representing EJ Mt Vernon Partners, the developer.

Swallow wanted to clarify that there will be a different owner for what Lowe is suggesting. Lowe said the property was all one piece a one point. Then part was used to create Colonial Woods. Part of the big piece was sold off. He is here about the remaining piece that they want to develop. Swallow asked how Gilchrist Meadows is different then Colonial Woods. Lowe said Gilchrist Meadows will be a separate homeowners association.

Swallow asked if everything that is in Colonial Woods be shared with Gilchrist Meadows. Lowe said no, they will not share the clubhouse. They will share the access roadway, storm pond, road lighting, snow removal, sign. Waterlines will be separate. Each entity will be responsible for their own storm lines.

L. Rex (sworn in) is the president of the Colonial Woods condo owner's association. She said Horvath worked very diligently with them to come up with a plan that they all felt was reasonable and good. Their association believes all of their initial concerns have been addressed. The new association will not have any usage of their clubhouse or pool. They believe they have worked out all of the cost sharing for the shared items such as the stormwater pond and roadways. They will be sharing a budget with each other in December.

Lowe added he has the condo declarations draft if they are wanted to for review.

Starr asked if there is a time frame for the City to review those. Blankenhorn said it is typically done with the Comprehensive Development Plan.

There was no additional outside communication submitted via the Development Services Manager.

Blankenhorn read the staff report: October 24, 2023 Staff Report concerning: 2023-MPC-03 Upper Gilchrist RD, The Village at Colonial Woods Comprehensive Development Plan Changes

A Zoning Permit was applied for on September 28, 2022 by Stone Works Partners, LLC to construct a 4-unit condominium on parcel 71-00001.022. The application was denied by Development Services Manager, Lacie Blankenhorn; citing §1163.03 A comprehensive Development Plan is required. The review note further stated that the CDP that was approved in 2005 is no longer valid, as significant alterations to the plan have occurred including but not limited to a lot split and building count changes.

An email from the City's Law Director, P. Robert Broeren advised Mr. Eriech Horvath that a revised CDP would need to be submitted for the Municipal Planning Commission to review and determine whether or not the proposed changes are minor, which it can approve, or significant, which requires approval by the MPC and City Council.

An MPC Meeting was held January 12, 2023 to review the change to the CDP. After the case was introduced, Mr. Broeren explained that the City had received a packet of information from the Colonial Woods Condominium Association stating that they have been attempting to negotiate with the developer about access to the road. It was established that any new structures would have to be in a new condominium association. At that time, it was not known if any new condominium association documents had been filed. It was further established that any new condominiums would not have access to the amenities of the first condominiums.

The case was tabled until March 9, 2023 to allow for additional information to be submitted for review.

A Shared Cost Agreement between The Village of Colonial Woods Condominium Unit Owners Association, Inc., ("Colonial Woods") and EJ Mt. Vernon Partners, LLC ("Developer") was submitted September 21, 2023. A special meeting was scheduled for October 26, 2023.

Today, the Municipal Planning Commission is charged with reviewing the changes both already made and proposed to be made to the Comprehensive Development Plan that was approved as a binding condition by City Council through Resolution 2005-130 for 32.09 acres and determine if these changes are minor and can be approved by the MPC or if the changes significantly alter the approved plan, which requires a plan be resubmitted to Council for approval.

It is the opinion of the zoning staff that there are a number of factors that should cause the original Comprehensive Development Plan for The Village at Colonial Woods to be sunset and a new Comprehensive Development Plan should be required to be submitted for review and approval including, but not limited to: The original plan was approved in December of 2005 for 32.09 acres. The presentation to MPC in December 2005 established that the project encompassing 31 buildings with dwelling units, a swimming pool and clubhouse with an entertainment center and exercise room would take between 40 and 50 months to complete. The minutes for the 2005 presentation to MPC also noted a sidewalk would be built from the site to Coshocton Road. A lot split was granted in May 2021 for 14.98 acres. The original plan portrayed one community "The Village at Colonial Woods".

Condominium regulations prevent any additional units from being added to the existing condominium association, The Village of Colonial Woods Condominium Unit Owners Association, Inc., thus requiring another condominium association to be formed.

By laws for a second condominium association have not been submitted to the MPC for review. The 2nd association will likely not have authorization to use the clubhouse or pool of the original association, thus changing the essential character of the approved plan, which is cited in §1163.03(c) as a condition to resubmit to Council for approval. Lacie Blankenhorn, Development Services Manager

Broeren explained the issue before the MPC is to determine if this is a minor change or is it a major change. As Lowe cited, changing the number of buildings is very likely to be a minor change, but that is not all they are doing. They have to create a new legal entity for the new units which will receive different services than the original condominium complex. The questions is whether or not that is a minor change or a major change for which the MPC will have to determine. If the Board determines it is a minor change, they will then vote to accept the changes and go forward. If it is determined that this is a major change, they will then vote whether to recommend approval of the plan to Council. If the Board votes that it is a major change and then vote to recommend to Council to approve, Council would then be only able to disapprove with a super majority, 6 votes of Council to disapprove a recommendation from the MPC.

Starr asked for clarification if the change is determined to be major. The MPC would then make a recommendation to Council as to whether to approve or not approve. The MPC also has the opportunity to require additional information. The MPC is not required to make a decision today.

Starr asked Ball if there were any engineering concerns. Ball explained he has worked with both parties on the water system and the sewer, stormwater, and road issues which have been resolved. The agreements appear to be mutually acceptable. Ball explained the City has hired an engineering firm to design the sidewalk for the west side of the road and a bike trail for the east side of the road. Other developers have partnered in that. The City will make it (Gilchrist RD improvements) a TIF project. Ball said the original agreement for the sidewalk was contingent on phase 2 which was sold to Schlabach.

Starr asked if Shade Tree has been involved in any of the discussions. Ball said there hasn't been a need. There aren't any desirable trees involved, only brush. He said the lots have been prepped, the storm drains installed, part of the water system is there.

Swallow asked Ball if he was talking specifically about Upper Gilchrist RD and not Abigail LN. Ball said the sidewalk that was discussed was only for Upper Gilchrist RD. There aren't any sidewalks in the development. The road for the entire complex is private. The City does not plow the snow. The City inspects their storm system, operates the sanitary sewer, and the fire hydrants in the complex. The roads will be owned by the HOA's in perpetuity.

Starr said he appreciates the parties getting together and ironing out the relationship.

Salyers asked if a motion is made today, are they able to table the motion to seek further information. Broeren said if you wish to table the case to another date, that can be done at any time, outside of the motions.

Ball added this has had lots of discussions. There is a need for housing and he encouraged the group to keep it moving.

Hawkins made a motion to approve as a minor change.

Salyers addressed Lowe & Horvath, stating in 2005 the CDP was approved. It is not over 18 years old. 31 units were approved on 32 acres. Lowe corrected it was 128 units. Talyers corrected to 31 structures. 14.98 acres were split off. The yellow outline on the proposed change submitted was retained. Broeren add the area outlined in red was retained, but will not be built on. The lines are not perfect.

Horvath (sworn in) provided a sketch showing the buildings they want to build as well as the original phase 1/phase 2 division, and what has already been completed. Horvath believes the MPC approval of the lot split included approval of a separate association.

Salyers, citing Ball stating there is a significant need for housing, sees 31 buildings going to 4. Horvath they propose to build 32 individual homes. Salyers was concerned about best use.

Ellsworth asked for clarification if its 4 units or 6 units. Horvath said 8 buildings, 4 in each building. 32 homes. Ellsworth said the map has 6 (units). Horvath said the pink shaded area was part of phase 1, but it was sold off to Schlabach. Horvath said the only thing left is the area with 8 buildings. Multiple members on the bench said they count 6. Horvath corrected and said 6, his mistake.

The 6 buildings would have 24 units.

Swallow, addressing Horvath, said during the meeting in January, there was discussion about a separate association. Swallow said you have chosen not to go that way, could you explain why. Horvath said they will have a separate homeowners association. They have no other choice, but to have a separate homeowners association.

Swallow then rephrased, if there is a separate association, is there not the necessitation for a separate plan. Horvath said no. Swallow said if you were advised in January, why have you chosen not to accept the commissions recommendation that you have a second plan. Horvath said he was not following the question. Horvath said State Statute allows you to build condominiums in a community for 14 years. He said there are a lot of other places with a second association in the back because the buildout took longer than 14 years.

Swallow asked why Gilchrist Meadows doesn't have to submit a condominium association plan to the City. Ball said they don't exist. Swallow said they will. Starr said a Comprehensive Development Plan.

Ball said the HOA is not the developer or the land owner. The current land owner is being represented by Horvath. The land owner has to present it. Colonial Woods never submitted anything because as the buildings

were created, the developer sells them and then the City and County - those become part of the HOA after the resident takes ownership of the finished structure. Broeren added, the HOA will not come into existence until they sell the first one.

Horvath said they can't create the association legally until the building is substantially complete. That is when the original documents are filed.

Starr said he thinks he shares what Swallow is trying to ascertain. Starr said there is no shared use of the pool or clubhouse. There are not amenities. It will be a new name, a different association. Why is that not a major change rather than a minor change. Is that accurate? Swallow said yes.

Horvath mentioned Southgate. Broeren said they went back through Council. Ball said the difference with Southgate was that the owner did not retain rights to the stormwater pond. The approved plan of 20 units had to drop to 19 and build another stormwater pond.

Horvath said they didn't have any utilities installed. Horvath has the utilities and pads installed per the comprehensive plan.

Salyers said the greater question is if this will require significant infrastructure changes and it sounds like its just a matter of legal agreements with who can use the pool, which has been addressed.

Ball said he doesn't think infrastructure has anything to do with zoning. Broeren said the issue here is whether or not the creation of a new legal entity with different requirements is a major change or a minor change. Starr said that is his concern.

Horvath said he has 3 other communities with 2 associations. This was never an issue with the other municipalities.

Lowe said the people coming to purchase in this community will know they don't have a clubhouse. It won't be shock of what amenities are available.

Salyers asked Broeren how a legal entity is created, such as this. Broeren said the various documents have to be filed with the County Recorder. Salyers said it takes one day to record. Horvath said they can't file until they substantially complete building.

Starr said there seems to be a significant number of changes that are going along. We know we need housing. Condos are a great fit. At the same time there are a number of issues that our Development Services Manager brought up that. He is pretty confident that Council would want to see something like this.

Broeren said the legal standard is not whether Council wants to it or not.

Hawkins said he doesn't feel like they are taking a legal shortcut here. He thinks in the end it will end up at the same place. He understands the fact they are creating a legal entity. It's borderline. I understand that were making a major change, but in the end, I think the people of the community and the people of Mount Vernon really aren't going to be impacted in any negative way. He doesn't see any negative side to go ahead and approve this. Other than the legal entity its really not impacting the actual citizens in the community.

Salyers asked, what is the risk of saying yes today. Swallow said, I hear that, but I also hear that it only takes one day. Salyers finished his sentence saying, to record. Hawkins said, but they can't do that until they go through, but I don't know.

Swallow said, I'm just a volunteer and I feel like I should yield to the experience of our Development Services Manager. That's why I am not in favor of saying this is a minor change. He is in favor of saying it's a major change.

Ellsworth said she agrees with Hawkins that it is a major change, but what ultimately is, what is the difference going to be.

Blankenhorn said the difference would be that they would have to submit a Comprehensive Development Plan showing what they are intending to do with the remaining property. That would show all of the things outlined in §1163.02, the Development Standards. If you look at the original legislation, it specifically named Colonial Woods and now this is not Colonial Woods.

Hawkins said, when we were here in January, Colonial Woods was obviously against this. The fact that they've gotten this far is quite amazing. No one spoke out against it, to me shows me they are not viewing it as a major change.

The Mayor said the process of this is part of what Mr. Swallow and I are sharing in terms of there are a lot of

things that are changing. Ellsworth added, and there's a process for that.

Blankenhorn asked the Commission if they have reviewed the Development Standards for a PND and what the Comprehensive Development Plan requires. Starr said he hadn't today. Hawkins said not this morning. Blankenhorn said one of them that really jumps out to her, under §1163.02(c), the site development requirements in a PND, letter B is location, size, and type of nonresidential uses such as open space, parks, playgrounds, community facilities and schools to be located in the land to be developed. At this point there is nothing. There is no plan shown for that, because it all went with the original association.

Salyers asked Horvath to address that and how the current layout is similar to the intended development.

Horvath said the green space is kind of broken up between the communities. A lot of the greenspace over by the retention pond is retained and owned by these lots, it's not all part of the original. A calculation may show a higher percentage with the remaining property than a per home with the ones here. He doesn't think this is any different than if you build single family homes and someone develops all of the lots. Utilities are in, the streets are in, the pads are in. You build a house today; you build a house tomorrow. All we are doing is building the house.

Swallow asked why they wouldn't call it Colonial Woods Phase 2. Horvath said because the original Colonial Woods association would like to have a separation so that there is no confusion.

Starr asked Horvath if his opinion is that all of the items recited by Blankenhorn from the PND requirements have been addressed. Horvath said he is not sure they are an issue from what he is seeing.

Swallow said the road is partially there. There are curbs for a little while, not all six units. Horvath cut in saying, they are cut in, the sewer is there, the pads are built.

Broeren asked if copies of the new deed restrictions have been provided to the City that will go with the new properties. It is a requirement that they provide that as part of their submission. Lowe said there is a recorded document. Broeren said that is not for the new pieces of property that you want to sell. Lowe said it controls what they have to do. Horvath said he has no problem sharing those with you. Broeren said, but you haven't done that yet. Horvath said you didn't ask for them. Broeren said it is part of the submission requirements. Lowe said if it is a major change, it is part of the submission requirements, but we don't think it is. Lowe said he hadn't heard the City wanted them. Broeren said we did say. Horvath said he thought he saw the emails asking for them.

Starr called for a vote.

RESULT:	ACCEPTED [3 TO 2]
MOVER:	Todd Hawkins, Member
SECONDER:	Tanner Salyers, Safety Service Director
AYES:	Salyers, Ellsworth, Hawkins
NAYS:	Starr, Swallow
EXCUSED:	Diehl, West

2. approve the plan as presented (with amendment)

Broeren advised the MPC now needs to decide whether or not to approve the minor changes that are requested.

Hawkins made a motion to accept the minor changes as presented.

Ball said the motion should be to accept the plan as presented.

Ball then suggested a caveat that someone is given authority to review the HOA declaration. Starr said he would feel comfortable with that. Ball asked if it has to be reviewed. When would it be reviewed, would that be done administratively? Is it required to be submitted? Blankenhorn said it is part of the plat approval process, that is supposed to go before Municipal Planning. Ball said it would be in the next action, not today.

Salyers said, if we have the authority to do that, the agreement should be filed with the Records Office.

Ball said a plat was mentioned, is the Board approving the plan and the plat, because we don't have a copy of the plat. Broeren said we are approving today, the alterations to the Comprehensive Development Plan. Ball said, in the minor change, should the HOA documents and the plat be packaged together. Broeren said yes.

Ball said, so that is not today. Broeren said yes.

Blankenhorn said the Comprehensive Development Plan is supposed to have the plat, with the deed restrictions. We do not have that.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Todd Hawkins, Member
SECONDER:	Tanner Salyers, Safety Service Director
AYES:	Salyers, Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Diehl, West

3. amend the motion to include what is necessary under the statute, with administrative review

Swallow made a motion to amend the motion to include what is necessary under the statute, with administrative review. Which apparently is available to us. Lowe provided a copy of the new association's declarations. He said there aren't any changes on the plat.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Austin Swallow, Member
SECONDER:	Tanner Salyers, Safety Service Director
AYES:	Salyers, Ellsworth, Starr, Hawkins, Swallow
EXCUSED:	Diehl, West

4. 2023-MPC-23 : Bylaws

Starr said no determinations are needed tonight.

(Hawkins left the meeting. A quorum of 4 remained.)

Starr said the Administration wants each commission and board to have their own independent bylaws. It will help out with recruiting and also with the clarification of roles and so forth. Salyers moved to table the consideration of the bylaws to the December meeting. Ellsworth seconded; voting was AIF. There will not be a meeting in November.

RESULT:	TABLE	Next: 12/14/2023 4:00 PM
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IV. ADJOURN

1. Adjourn Motion

Salyers made a motion to adjourn the meeting, Ellsworth seconded and the meeting was adjourned at 5:12 PM

RESULT:	APPROVED [4 TO 0]
MOVER:	Tanner Salyers, Safety Service Director
SECONDER:	Anne Ellsworth, Member
AYES:	Salyers, Ellsworth, Starr, Swallow
EXCUSED:	Diehl, West
AWAY:	Hawkins



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 10/26/23 4:00 PM

Dept: Municipal Planning Commission

SCHEDULED

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

MPC ITEM (ID # 3723)

DOC ID: 3723

2023-MPC-03 : COLONIAL WOODS CONDOMINIUMS PARCEL #71-00001.022 - CHANGE TO COMPREHENSIVE DEVELOPMENT PLAN

Per Codified Ordinance 1163.03 a change to the Comprehensive Development Plan has been submitted for review by the Municipal Planning Commission.

Description of Request: Colonial Woods Condominiums submitted an application for a Zoning Permit to construct a 4-unit condominium on Abigail Lane South (202/204/206/208). The zoning review revealed the Comprehensive Development Plan has changed. The zoning permit was denied until a revised Comprehensive Development Plan is reviewed and approved by the Municipal Planning Commission. If the change is determined to be significant, the Comprehensive Development Plan will also need approval from City Council.

10-2023 Update: An easement and cost sharing agreement between The Village of Colonial Woods Condominium Unit Owners Association, Inc. ("Colonial Woods") and EJ Mt. Vernon Partners, LLC ("Developer") was reached, recorded, and submittal for consideration in the subject matter.

HISTORY:

01/12/23

Municipal Planning Commission TABLE

Next: 10/26/23

Blankenhorn introduced the case.

Lowe (sworn in) attorney for the developer of Colonial Woods

Broeren explained the City received a packet of information from the Colonial Woods Condominium Association stating they have been attempting to negotiate with the developer about access to the road.

Lowe said that is partially correct. Lowe said they already had an easement. Lowe said the last communication they had from the COA was from June 22 in which they said they were going to have a meeting to work out the differences. Eriech said he looked forward to hearing from them. The COA said they would get back to him.

Broeren asked if the proposed new structures have to be in a new condominium association. Lowe said yes. Broeren asked if any of those documents had been filed. Lowe said he didn't know that they had. Lowe said they don't have approval to start doing anything yet.

Broeren asked where the easement is for the access to the road. Lowe said the easement is in the declarations originally filed with the plat. Lowe said it states it is a nonexclusive perpetual easement reserved for the declarant for their benefit and the benefit of future property owners

and occupants in the area in which the condominium may be expanded to the additional property, which he says is the subject area. The easement is for pedestrian and vehicular traffic across and over the streets and walkways, that may from time to time be part of the property, for ingress and egress from the additional property and each part thereof.

Broeren asked since the condominium is not expanding anymore, does that apply. Lowe said absolutely, they are standard clauses that he sees all the time. It talks about having access to the additional property. Lowe said before the lot split, which sold off part of the additional property, one of the questions was what access did they have. The easement is the access. He believes it is crystal clear that they have the right to use it.

Broeren questions the creation of a new condominium versus the expansion of the current condominium and whether or not the easement applies. Lowes said the easement says it is for ingress and egress to the additional property. The additional property included more than just the condominium property.

Broeren said when the filing was made it was not conveyed that a new condominium was required. Lowe asked, what filing. Broeren said the filing for the change to the plan. Lowe said he does not believe there is a change to the plan. He said they are here because the City believes the plan has been changed. Lowe believes at most they have a minor modification of the plan. He said they are building the same units in the same area, just not as many. Broeren said a new condominium is being created. Lowe said they have to. Broeren asked Lowe if he thinks creating a new condominium is not a change. Lowe said it is not a change in the property or the development of the property. Lowe said it will have the same number of units. Broeren said it will not. Lowe corrected to say it will basically have the same number of units with the exception of the two end units which he wants to talk about. Phase II will not be developed. He said there was never a guarantee that phase II would be developed.

Broeren asked if the new condominium would have access to the amenities of the first condominium. Lowe said it will not have access to the clubhouse unless an agreement can be negotiated. Broeren asked Lowe if he considers that to be a significant change. Lowe said he considers that to be a change based on whether people want to market to that. Do they think that's a big issue? That will be dependent on the buyers. That is not a change in the nature or use of the property. Lowe said that is the only amenity they won't have access to.

Broeren and Starr said there are a number of issues. Starr asked to see what Lowe has to present. The presentation was displayed, Lowe explaining the first slide was the plan as it was originally going to be built. There was a change to the front from the original plan to the final development plan. A letter of approval from then Safety Service Director Dave Glass was provided by Lowe. The next slide shows the units they propose to built outlined in yellow. He then reviewed the City Code about modifications to the plan. He doesn't think they are changing the essential character of the neighborhood. He said the majority of phase I has been built out. Lowe said the utilities are in place. He said the City's Code does not define minor or major modification so he provided definitions from Fairborn, OH for guidance. Lowe said all that has changed is the scope of the plan. Lowe said the sanitary needs to be extended to reach the proposed structure on the end. The road has been raised to accommodate the grade.

A slide was shown noting the property split off and sold, noted with a solid orange box over the units. The 2 end units outlined in orange were a part of phase I but they don't plan to build them. Lowe said they are seeking the right to build that buildings that were approved in 2007.

Starr is concerned with the number of issues that were raised by the existing condominium association.

Lowe said Horvath initiated the idea to the COA to do some cost sharing. Horvath is not agreeable to the document provided by the COA.

Ball said the original utility plans do have EPA permits. There really is no change to the water and sewer. The tract of land that is separate from the HOA does include a significant portion of the stormwater pond so they will have the right to discharge to the northern stormwater pond. The math was checked and it is properly sized for phase I. The stormwater pond will be owned by both entities.

Hawkins said he feels pressured into making a decision today based on information that was presented without time to thoroughly review. He is uncomfortable to make a quick decision that impacts a lot of people.

Horvath (sworn in) addressing the packet that was submitted by the COA, he doesn't think it is totally inclusive. He reviewed email exchanges back to November 2020. There were discussions about adding new units into the community. State statute requires a new association after 14 years. Horvath said he met in person with the COA board and said he would like a shared agreement with the road expenses. Horvath went on to describe emails exchanged with the COA over the last couple of years. Horvath said he has signed documents addressing some of the concerns raised by the COA. Some of the issues have been resolved. There are a couple outstanding issues. Horvath said it is common for a second association to be created. He doesn't see that as a major change.

Dzik said in his opinion cutting out an entire section of the original plan is a change. The second change that just recently came to light is the required creation of a separate association. He thinks there is additional information needed before a decision can be made. Confirmation that there is access to this area is needed. Dzik would like to know how the 2nd association is going to work.

Broeren explained he has two significant concerns: 1) They are creating a new condominium but the City does not have any of the documentation 2) there will be a split in ownership between the two associations common areas.

There was further discussion about the difference in land area for the different associations and ownership.

Lowe requested a list be sent with the specific items needed to move forward.

Hawkins made a motion to table the case to February 9, 2023. Warga seconded it.

Meldrum (sworn in) He said the COA attorney advised them that when a someone makes a flat rejection of a proposal they have an obligation to define what terms they disagree with and

maybe offer other recommendations of term or a counter proposal, none of which they have seen. He read a portion of the cover letter of the packet that was submitted to the City.

Voting for the motion to table was AIF. Lowe interjected and said Horvath is not available February 9.

Hawkins made a motion to reconsider tabling the case to February 9, Warga seconded. Voting was AIF.

Hawkins made a motion to table the case until March 9, 2023. Warga seconded. Voting was AIF.

COMMENTS - Current Meeting:

Blankenhorn introduced the case.

Lowe (sworn in) went through a presentation he submitted to be a part of the agenda packet, opening by saying they are present to talk about The Village of Colonial Woods, but that is a misnomer because they want to develop property behind Colonial Woods and at their request, they do not want to have a similar name to avoid confusion. The plan is to call it Gilchrist Meadows. The original plan for the site was displayed showing the planned buildout. He said they want to build a few more buildings, but not to the totality of what is on the original plan. There was a slide showing the portion that they want to build. The remainder of the land has been sold. The planned buildings will be in the exact same place as the original plan. The access will remain the same. The specifications will remain the same. The difference is the plan isn't as big. They contend that is a minor modification, that doesn't need to be approved by City Council. He cited City Code §1163.03 stating such modification shall not increase the overall density of the site or change the essential character of the approved plan. He said they are certainly not increasing the density of the site. They plan to build far less buildings. It contends their revised plan does not change the character of the approved plan, in that the buildings are the same as what was originally planned. They will look the same. He noted the resolution that adopted the plan didn't say how many buildings are included, just the general plan was attached. He said they are in line with the general plan, just smaller. He cited similar statutes from Fairborn Ohio. He believes the proposed changes are consistent with the approved plan. He said the infrastructure is basically there. The utilities are there. Lowe said the existing storm pond was built large enough to not need expansion. Lowe spoke about the agreement reached between the Colonial Woods owners association and the developer, explaining the items it addresses: cost sharing, maintenance of roadways, snow removal, roadway lighting, stormwater pond maintenance, signage sharing, a comprehensive formula. He said Colonial Woods will be in control of when most of the items agreed upon will need to be addressed and paid for. His presentation included a copy of an email from Robert Meldrum, a resident of Colonial Woods, stating an agreement had been reached between their association and the developer.

Speaking about utilities, Lowe explained a change was made based on the City wanting a

different waterline to be tapped, than originally planned. He said this will make it easier to meter the separate water to the two communities. Lowe provided a page showing the original plan with the areas blocked out that were sold (solid orange) and others that will not be developed (orange outline boxes). There will be a new homeowners association. He spoke about funding in advance.

Broeren confirmed that the planned buildings will be in a separate condominium association. Broeren asked if the documents had been provided for the creation of the condominium. Lowe said they have not done the declarations. He said they have them, but they haven't been filed because they can't be filed until there is something to declare. They are waiting on approval from the MPC and need a structure to declare. Lowe said they are fairly standard to most condominium associations.

Broeren asked if the case that was cited included a new legal entity. Lowe didn't think so, only a change in the size. Lowe doesn't think the original approval prevents them from creating a separate entity. Broeren said there was an agreement with the City that the plan would be developed in two phases. All of phase 2 was sold off. There were a number of binding agreements that would be completed with phase 2. Broeren cited that as a significant change. Lowe countered that they never got to the point of phase 2. Lowe said the need for the agreed upon items, a turn lane & sidewalk, will be less since there will be less units.

Swallow asked Lowe if he is representing Colonial Woods. Lowe said no, he is representing EJ Mt Vernon Partners, the developer.

Swallow wanted to clarify that there will be a different owner for what Lowe is suggesting. Lowe said the property was all one piece a one point. Then part was used to create Colonial Woods. Part of the big piece was sold off. He is here about the remaining piece that they want to develop. Swallow asked how Gilchrist Meadows is different then Colonial Woods. Lowe said Gilchrist Meadows will be a separate homeowners association.

Swallow asked if everything that is in Colonial Woods be shared with Gilchrist Meadows. Lowe said no, they will not share the clubhouse. They will share the access roadway, storm pond, road lighting, snow removal, sign. Waterlines will be separate. Each entity will be responsible for their own storm lines.

L. Rex (sworn in) is the president of the Colonial Woods condo owner's association. She said Horvath worked very diligently with them to come up with a plan that they all felt was reasonable and good. Their association believes all of their initial concerns have been addressed. The new association will not have any usage of their clubhouse or pool. They believe they have worked out all of the cost sharing for the shared items such as the stormwater pond and roadways. They will be sharing a budget with each other in December.

Lowe added he has the condo declarations draft if they are wanted to for review.

Starr asked if there is a time frame for the City to review those. Blankenhorn said it is typically

done with the Comprehensive Development Plan.

There was no additional outside communication submitted via the Development Services Manager.

Blankenhorn read the staff report: October 24, 2023 Staff Report concerning: 2023-MPC-03 Upper Gilchrist RD, The Village at Colonial Woods Comprehensive Development Plan Changes

A Zoning Permit was applied for on September 28, 2022 by Stone Works Partners, LLC to construct a 4-unit condominium on parcel 71-00001.022. The application was denied by Development Services Manager, Lacie Blankenhorn; citing §1163.03 A comprehensive Development Plan is required. The review note further stated that the CDP that was approved in 2005 is no longer valid, as significant alterations to the plan have occurred including but not limited to a lot split and building count changes.

An email from the City's Law Director, P. Robert Broeren advised Mr. Eriech Horvath that a revised CDP would need to be submitted for the Municipal Planning Commission to review and determine whether or not the proposed changes are minor, which it can approve, or significant, which requires approval by the MPC and City Council.

An MPC Meeting was held January 12, 2023 to review the change to the CDP. After the case was introduced, Mr. Broeren explained that the City had received a packet of information from the Colonial Woods Condominium Association stating that they have been attempting to negotiate with the developer about access to the road. It was established that any new structures would have to be in a new condominium association. At that time, it was not known if any new condominium association documents had been filed. It was further established that any new condominiums would not have access to the amenities of the first condominiums.

The case was tabled until March 9, 2023 to allow for additional information to be submitted for review.

A Shared Cost Agreement between The Village of Colonial Woods Condominium Unit Owners Association, Inc., ("Colonial Woods") and EJ Mt. Vernon Partners, LLC ("Developer") was submitted September 21, 2023. A special meeting was scheduled for October 26, 2023.

Today, the Municipal Planning Commission is charged with reviewing the changes both already made and proposed to be made to the Comprehensive Development Plan that was approved as a binding condition by City Council through Resolution 2005-130 for 32.09 acres and determine if these changes are minor and can be approved by the MPC or if the changes significantly alter the approved plan, which requires a plan be resubmitted to Council for approval.

It is the opinion of the zoning staff that there are a number of factors that should cause the original Comprehensive Development Plan for The Village at Colonial Woods to be sunset and a new Comprehensive Development Plan should be required to be submitted for review and approval including, but not limited to: The original plan was approved in December of 2005 for 32.09 acres. The presentation to MPC in December 2005 established that the project encompassing 31 buildings with dwelling units, a swimming pool and clubhouse with an

entertainment center and exercise room would take between 40 and 50 months to complete. The minutes for the 2005 presentation to MPC also noted a sidewalk would be built from the site to Coshocton Road. A lot split was granted in May 2021 for 14.98 acres. The original plan portrayed one community “The Village at Colonial Woods”.

Condominium regulations prevent any additional units from being added to the existing condominium association, The Village of Colonial Woods Condominium Unit Owners Association, Inc., thus requiring another condominium association to be formed.

By laws for a second condominium association have not been submitted to the MPC for review. The 2nd association will likely not have authorization to use the clubhouse or pool of the original association, thus changing the essential character of the approved plan, which is sited in §1163.03(c) as a condition to resubmit to Council for approval. Lacie Blankenhorn, Development Services Manager

Broeren explained the issue before the MPC is to determine if this is a minor change or is it a major change. As Lowe cited, changing the number of buildings is very likely to be a minor change, but that is not all they are doing. They have to create a new legal entity for the new units which will receive different services than the original condominium complex. The questions is whether or not that is a minor change or a major change for which the MPC will have to determine. If the Board determines it is a minor change, they will then vote to accept the changes and go forward. If it is determined that this is a major change, they will then vote whether to recommend approval of the plan to Council. If the Board votes that it is a major change and then vote to recommend to Council to approve, Council would then be only able to disapprove with a super majority, 6 votes of Council to disapprove a recommendation from the MPC.

Starr asked for clarification if the change is determined to be major. The MPC would then make a recommendation to Council as to whether to approve or not approve. The MPC also has the opportunity to require additional information. The MPC is not required to make a decision today.

Starr asked Ball if there were any engineering concerns. Ball explained he has worked with both parties on the water system and the sewer, stormwater, and road issues which have been resolved. The agreements appear to be mutually acceptable. Ball explained the City has hired an engineering firm to design the sidewalk for the west side of the road and a bike trail for the east side of the road. Other developers have partnered in that. The City will make it (Gilchrist RD improvements) a TIF project. Ball said the original agreement for the sidewalk was contingent on phase 2 which was sold to Schlabach.

Starr asked if Shade Tree has been involved in any of the discussions. Ball said there hasn't been a need. There aren't any desirable trees involved, only brush. He said the lots have been prepped, the storm drains installed, part of the water system is there.

Swallow asked Ball if he was talking specifically about Upper Gilchrist RD and not Abigail LN. Ball said the sidewalk that was discussed was only for Upper Gilchrist RD. There aren't any

sidewalks in the development. The road for the entire complex is private. The City does not plow the snow. The City inspects their storm system, operates the sanitary sewer, and the fire hydrants in the complex. The roads will be owned by the HOA's in perpetuity.

Starr said he appreciates the parties getting together and ironing out the relationship.

Salyers asked if a motion is made today, are they able to table the motion to seek further information. Broeren said if you wish to table the case to another date, that can be done at any time, outside of the motions.

Ball added this has had lots of discussions. There is a need for housing and he encouraged the group to keep it moving.

Hawkins made a motion to approve as a minor change.

Salyers addressed Lowe & Horvath, stating in 2005 the CDP was approved. It is not over 18 years old. 31 units were approved on 32 acres. Lowe corrected it was 128 units. Talyers corrected to 31 structures. 14.98 acres were split off. The yellow outline on the proposed change submitted was retained. Broeren add the area outlined in red was retained, but will not be built on. The lines are not perfect.

Horvath (sworn in) provided a sketch showing the buildings they want to build as well as the original phase 1/phase 2 division, and what has already been completed. Horvath believes the MPC approval of the lot split included approval of a separate association.

Salyers, citing Ball stating there is a significant need for housing, sees 31 buildings going to 4. Horvath they propose to build 32 individual homes. Salyers was concerned about best use.

Ellsworth asked for clarification if its 4 units or 6 units. Horvath said 8 buildings, 4 in each building. 32 homes. Ellsworth said the map has 6 (units). Horvath said the pink shaded area was part of phase 1, but it was sold off to Schlabach. Horvath said the only thing left is the area with 8 buildings. Multiple members on the bench said they count 6. Horvath corrected and said 6, his mistake.

The 6 buildings would have 24 units.

Swallow, addressing Horvath, said during the meeting in January, there was discussion about a separate association. Swallow said you have chosen not to go that way, could you explain why. Horvath said they will have a separate homeowners association. They have no other choice, but to have a separate homeowners association.

Swallow then rephrased, if there is a separate association, is there not the necessitation for a separate plan. Horvath said no. Swallow said if you were advised in January, why have you chosen not to accept the commissions recommendation that you have a second plan. Horvath said he was not following the question. Horvath said State Statute allows you to build condominiums in a community for 14 years. He said there are a lot of other places with a second association in the back because the buildout took longer than 14 years.

Swallow asked why Gilchrist Meadows doesn't have to submit a condominium association plan

to the City. Ball said they don't exist. Swallow said they will. Starr said a Comprehensive Development Plan.

Ball said the HOA is not the developer or the land owner. The current land owner is being represented by Horvath. The land owner has to present it. Colonial Woods never submitted anything because as the buildings were created, the developer sells them and then the City and County - those become part of the HOA after the resident takes ownership of the finished structure. Broeren added, the HOA will not come into existence until they sell the first one.

Horvath said they can't create the association legally until the building is substantially complete. That is when the original documents are filed.

Starr said he thinks he shares what Swallow is trying to ascertain. Starr said there is no shared use of the pool or clubhouse. There are not amenities. It will be a new name, a different association. Why is that not a major change rather than a minor change. Is that accurate? Swallow said yes.

Horvath mentioned Southgate. Broeren said they went back through Council. Ball said the difference with Southgate was that the owner did not retain rights to the stormwater pond. The approved plan of 20 units had to drop to 19 and build another stormwater pond.

Horvath said they didn't have any utilities installed. Horvath has the utilities and pads installed per the comprehensive plan.

Salyers said the greater question is if this will require significant infrastructure changes and it sounds like its just a matter of legal agreements with who can use the pool, which has been addressed.

Ball said he doesn't think infrastructure has anything to do with zoning. Broeren said the issue here is whether or not the creation of a new legal entity with different requirements is a major change or a minor change. Starr said that is his concern.

Horvath said he has 3 other communities with 2 associations. This was never an issue with the other municipalities.

Lowe said the people coming to purchase in this community will know they don't have a clubhouse. It won't be shock of what amenities are available.

Salyers asked Broeren how a legal entity is created, such as this. Broeren said the various documents have to be filed with the County Recorder. Salyers said it takes one day to record. Horvath said they can't file until they substantially complete building.

Starr said there seems to be a significant number of changes that are going along. We know we need housing. Condos are a great fit. At the same time there are a number of issues that our Development Services Manager brought up that. He is pretty confident that Council would want to see something like this.

Broeren said the legal standard is not whether Council wants to it or not.

Hawkins said he doesn't feel like they are taking a legal shortcut here. He thinks in the end it will end up at the same place. He understands the fact they are creating a legal entity. It's borderline. I understand that were making a major change, but in the end, I think the people of the community and the people of Mount Vernon really aren't going to be impacted in any negative way. He doesn't see any negative side to go ahead and approve this. Other than the legal entity its really not impacting the actual citizens in the community.

Salyers asked, what is the risk of saying yes today. Swallow said, I hear that, but I also hear that it only takes one day. Salyers finished his sentence saying, to record. Hawkins said, but they can't do that until they go through, but I don't know.

Swallow said, I'm just a volunteer and I feel like I should yield to the experience of our Development Services Manager. That's why I am not in favor of saying this is a minor change. He is in favor of saying it's a major change.

Ellsworth said she agrees with Hawkins that it is a major change, but what ultimately is, what is the difference going to be.

Blankenhorn said the difference would be that they would have to submit a Comprehensive Development Plan showing what they are intending to do with the remaining property. That would show all of the things outlined in §1163.02, the Development Standards. If you look at the original legislation, it specifically named Colonial Woods and now this is not Colonial Woods.

Hawkins said, when we were here in January, Colonial Woods was obviously against this. The fact that they've gotten this far is quite amazing. No one spoke out against it, to me shows me they are not viewing it as a major change.

The Mayor said the process of this is part of what Mr. Swallow and I are sharing in terms of there are a lot of things that are changing. Ellsworth added, and there's a process for that.

Blankenhorn asked the Commission if they have reviewed the Development Standards for a PND and what the Comprehensive Development Plan requires. Starr said he hadn't today. Hawkins said not this morning. Blankenhorn said one of them that really jumps out to her, under §1163.02(c), the site development requirements in a PND, letter B is location, size, and type of nonresidential uses such as open space, parks, playgrounds, community facilities and schools to be located in the land to be developed. At this point there is nothing. There is no plan shown for that, because it all went with the original association.

Salyers asked Horvath to address that and how the current layout is similar to the intended development.

Horvath said the green space it kind of broken up between the communities. A lot of the greenspace over by the retention pond is retained and owned by these lots, its not all part of the original. A calculation may show a higher percentage with the remaining property than a per home with the ones here. He doesn't think this is any different than if you build single family homes and someone develops all of the lots. Utilities are in, the streets are in, the pads are in. You build a house today; you build a house tomorrow. All we are doing is building the

house.

Swallow asked why they wouldn't call it Colonial Woods Phase 2. Horvath said because the original Colonial Woods association would like to have a separation so that there is no confusion.

Starr asked Horvath if his opinion is that all of the items recited by Blankenhorn from the PND requirements have been addressed. Horvath said he is not sure they are an issue from what he is seeing.

Swallow said the road is partially there. There are curbs for a little while, not all six units. Horvath cut in saying, they are cut in, the sewer is there, the pads are built.

Broeren asked if copies of the new deed restrictions have been provided to the City that will go with the new properties. It is a requirement that they provide that as part of their submission. Lowe said there is a recorded document. Broeren said that is not for the new pieces of property that you want to sell. Lowe said it controls what they have to do. Horvath said he has no problem sharing those with you. Broeren said, but you haven't done that yet. Horvath said you didn't ask for them. Broeren said it is part of the submission requirements. Lowe said if it is a major change, it is part of the submission requirements, but we don't think it is. Lowe said he hadn't heard the City wanted them. Broeren said we did say. Horvath said he thought he saw the emails asking for them.

Starr called for a vote.

RESULT:	ACCEPTED [3 TO 2]
MOVER:	Todd Hawkins, Member
SECONDER:	Tanner Salyers, Safety Service Director
AYES:	Tanner Salyers, Anne Ellsworth, Todd Hawkins
NAYS:	Matthew T. Starr, Austin Swallow
EXCUSED:	Eric Diehl, Jason West

Law Office of W. Douglas Lowe

23 East Church Street
Newark, Ohio 43055

Telephone: 740-202-9134
Facsimile: 740-258-6782

W. Douglas Lowe
Richard "Hart" Main

Email: doug.lowe@wdlowelaw.com

December 9, 2022

Dear City Planning Commission:

Our firm represents Stoneworks, LLC. We have requested the opportunity to speak before the Commission to demonstrate why the change our client has made to their Comprehensive Development Plan is only a minor modification, and does not require a new application.

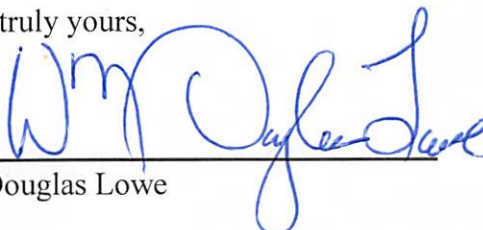
Included with this letter is our packet of materials for consideration by the Commission. I believe these items, along with our accompanying PowerPoint presentation, demonstrate that the change we are requesting is only a minor modification from the plan that was approved back in 2005.

This packet includes:

- Our Zoning Permit Application from September 2022.
- A copy of Resolution No. 2005-130 that approved the Comprehensive Development Plan.
- The preliminary site plan and preliminary utility plan that were approved along with the resolution.
- A site plan that has the property to be constructed at this time circled.
- A plot plan prepared by a professional surveyor.
- A map showing the location of the utilities necessary for this project that were installed as part of the original development.

I believe these documents illustrate that the proposed development is not a significant departure from what this Commission originally approved, and in reality is the same development with a smaller scope. We look forward to speaking with you and discussing this further.

Very truly yours,


W. Douglas Lowe

Enclosure

Attachment: Colonial Woods Packet (3723 : 2023-Mpc-03)



Zoning Permit Application

Date: 09/28/2022

Applicant / Owner

Applicant Name: Bryan Lewis
 Applicant Company: Stone Works Partners LLC
 Address: 1239 Cherry Valley Rd SE
 City, State, Zip: Newark, OH 43055
 Phone: 17409756252
 Email: blewis@stoneworksllc.com

Owner Name:
 Address:
 City, State, Zip:
 Phone:
 Email:

Property

Site Address: Abigail Lane S, 202, 204, 206,
 208
 City, State, Zip: Mount Vernon, OH 43050
 Parcel #: 71-00001.002
 Zoning: R-3

Historic District:
 Flood Zone:
 Existing Use: Land
 Proposed Use: Quad Condominium

Legal: 12 7 3 PT OF SW OF 17 7.341AC

Contractor

Contractor Name: Stone Works Partners LLC
 Address: 1239 Cherry Valley Rd SE
 City, State, Zip: Newark, OH 43055

Phone: 17409756252
 Email: blewis@stoneworksllc.com
 Contact Name: Bryan W Lewis

Sign Information

Total Signs:
 Wall: ☐
 Monument: ☐
 Pole: ☐
 Joint Identification: ☐
 Window: ☐
 Illuminated: ☐
 Change Copy: ☐
 Message Center: ☐

Building Height:
 Primary Linear Ft:
 Secondary Linear Ft:
 Road Frontage:
 Build Front Setback:
 Square Footage:
 Sign Front Setback:
 Sign Left Right:

Zoning Information

Permit Type: [Permit Type]
 Parking Spaces: 8+8 in garage
 Project Cost: 680000
 Potentially eligible for City CRA: n/a

Structure Height: 27'
 New Dwelling Units:

Attachment: Colonial Woods Packet (3723 : 2023-Mpc-03)

I hereby certify that the information submitted on this application and on any sketches, drawings or other documents submitted with this application is true and exact. This permit shall expire and may be revoked if work has not begun within six months or substantially completed within one year of fee payment.

Bryan W. Lewis

09/28/2022

Name

Date

Attachment: Colonial Woods Packet (3723 : 2023-Mpc-03)

12-27-05 1st Reading passed

Planning
Zoning
Vail
Demaree**RESOLUTION NO. 2005-130**

A RESOLUTION APPROVING THE COMPREHENSIVE DEVELOPMENT PLAN AS SUBMITTED BY STONEWORKS LLC AND APPROVED BY THE MOUNT VERNON MUNICIPAL PLANNING COMMISSION FOR THE 32.09 ACRE TRACT LOCATED IN "THE VILLAGE OF COLONIAL WOODS" A PORTION OF THE ZELKOWITZ ANNEXATION, 89.653 ACRES, PROJECT #1; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mount Vernon, State of Ohio:

SECTION 1: That the Mount Vernon City Council approve the Comprehensive Development Plan as submitted by the Stonework LLC and approved by the Mount Vernon Municipal Planning Commission for the 32.09 acre tract located in "The Village of Colonial Woods", a portion of the Zelkowitz Annexation, 89.653 acres, Project #1. The general plan for the development is shown in Attachment "A" and made part of this resolution.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public, peace, health and safety, and for the further reason that an emergency exists in the usual daily operation of the various departments of the municipal government, and said Resolution shall, therefore, become effective upon its date of passage and approval by the Mayor, provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to the Council of the City of Mount Vernon; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: December 27, 2005.

John F. Booth
John F. Booth, President of Council

Attest: Janet M. Brown
Janet M. Brown, CMC, Clerk of Council

Approved: December 28, 2005.

Richard K. Mavis
Richard K. Mavis, Mayor

9
441

Attachment: Colonial Woods Packet (3723 : 2023-Mpc-03)

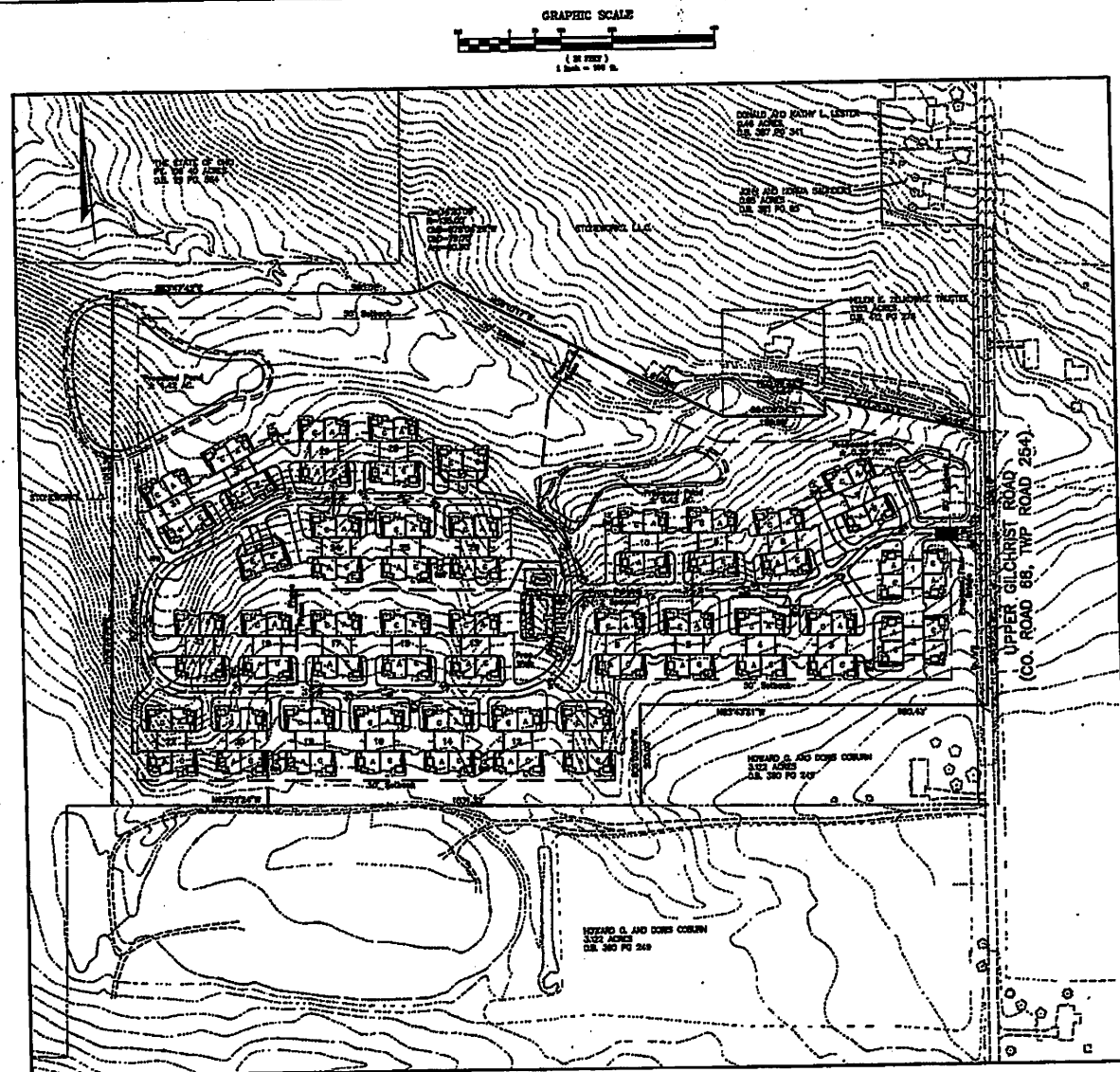
<u>SITE DATA</u>	
Current Zoning	PND
<u>Phase 1</u>	
Site Area	17.564 Acres
Number of Buildings	18
18 (4) Units	(72) Units
Total Units	72 Units
1 Clubhouse	(1) Clubhouse
Density	4.09 D.U.A.
<u>Phase 2</u>	
Site Area	14.824 Acres
Number of Buildings	13
11 (4) Unit	(44) Units
2 (2) Unit	(4) Units
Total Units	48 Units
Density	3.31 D.U.A.
<u>Total Site Data</u>	
Site Area	32.384 Acres
Number of Buildings	31
29 (4) Unit	(116) Units
2 (2) Unit	(4) Units
Total Units	120 Units
1 Clubhouse	(1) Clubhouse
Density	3.74 D.U.A.



Canterbury - 1051 a.f. to 1684 a.f. - Living space
Chateau - 1905 a.f. to 1925 a.f. - Living space
Vile - 1325 a.f. - Living space
Abbey - 1718 a.f. - Living space

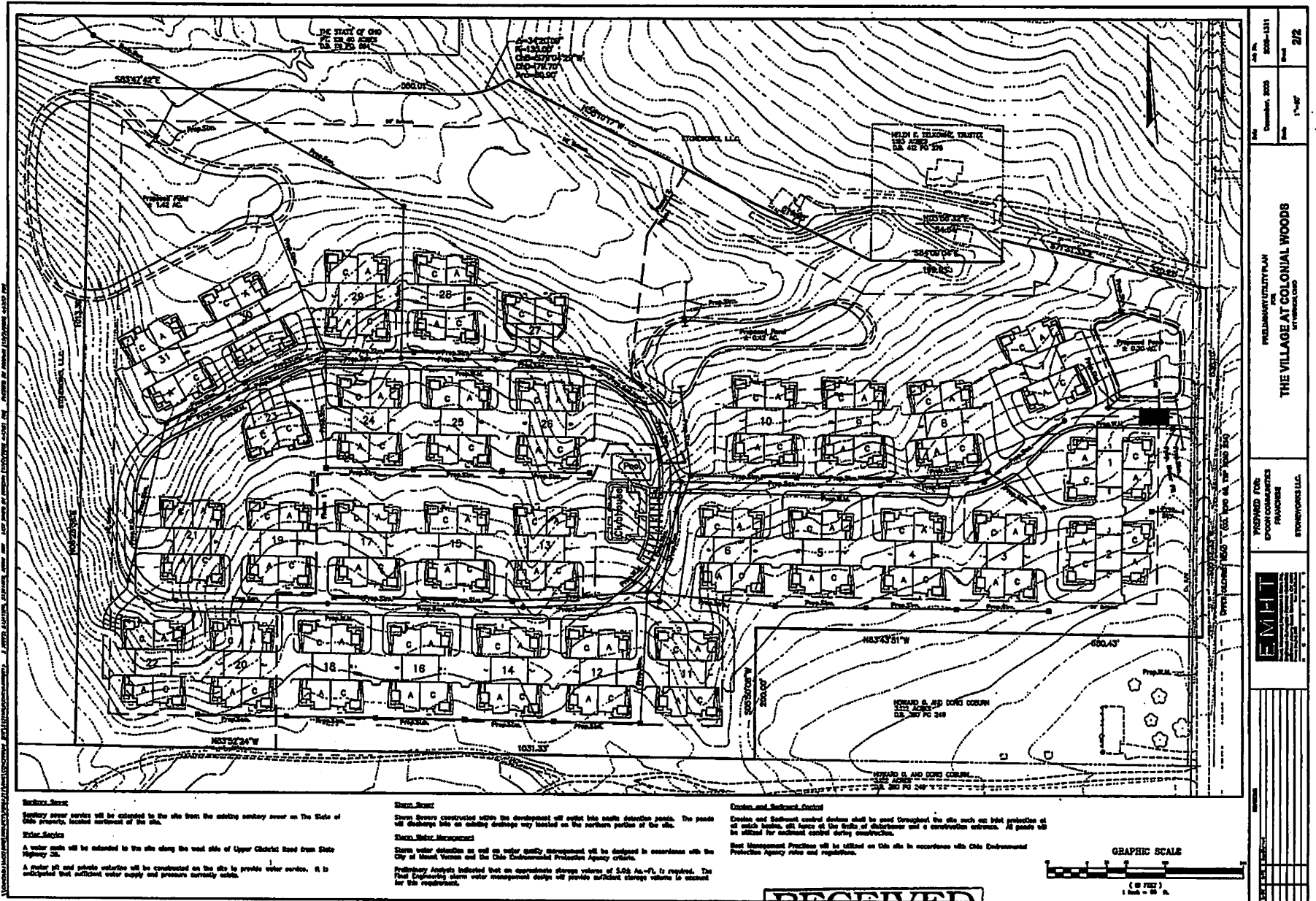
BUILDING TYPES
No Scale

NOTE: Each building shall be composed of a mix of the following unit types: Villa (V), Chateau (CH), Abbey (A) or Conterbury (C). Unit mix is subject to change based on demand.



BY:

Preliminary Utility Plan

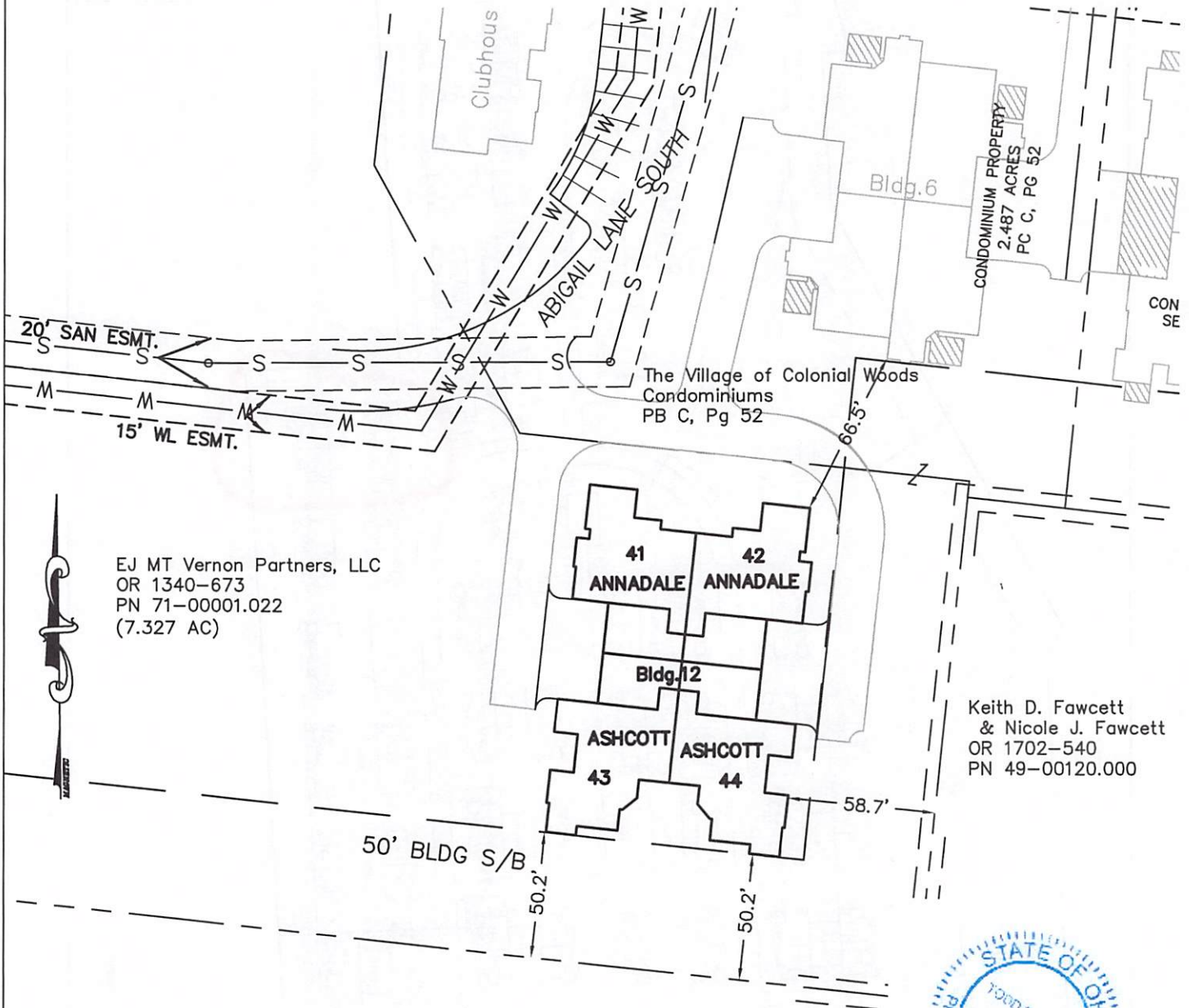




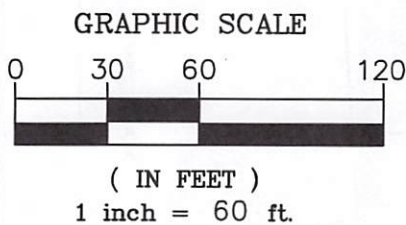
PLOT PLAN

FOR: STONEWORKS PARTNERS
 LOT/SUBDIVISION: Building 12
 ADDRESS: 202, 204, 206 & 208 Abigail Lane South
 SCALE 1"= 60'

CITY OF: Mt. Vernon
 DRN: TDW CK: DMW CO. OF: Knox



Attachment: Colonial Woods Packet (3723 : 2023-Mpc-03)



NOTE: BUILDER TO PROVIDE AND MAINTAIN EROSION AND SEDIMENT CONTROL DURING ALL PHASES OF CONSTRUCTION FIELD MODIFICATION TO THE EROSION AND SEDIMENT CONTROL MAY BE NECESSARY

PLOT PLAN

I hereby certify that the foregoing PLOT PLAN was prepared from information provided by the Client and data obtained from Engineered Subdivision Plan. This Plot Plan is to be used by the Client for the sole purpose of obtaining a Building Permit. The use of the Plot Plan for any other purpose is strictly prohibited.

Willis Engineering & Surveying



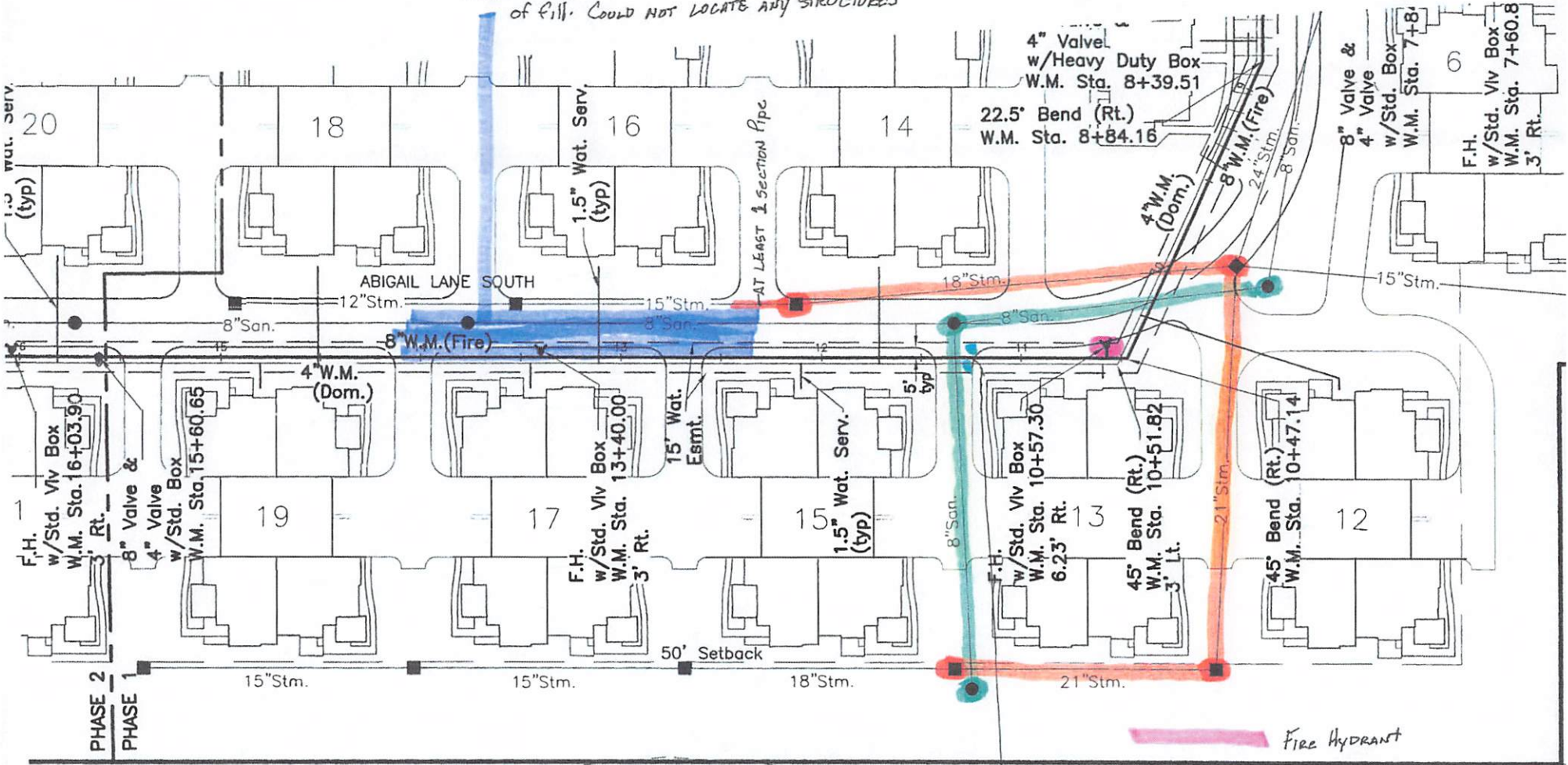
Todd D. Willis

Todd D. Willis, PS
 Reg. No. S-7996
 740-739-4030

Date 8-21-2022

Colonial Woods

This Section of Road had about 3' of fill. Could NOT LOCATE ANY STRUCTURES



Attachment: Colonial Woods Packet (3723 : 2023-Mpc-03)



Lacie Blankenhorn <dsm@mountvernonohio.org>

Colonial Woods

Doug Lowe <Doug.Lowe@wdlowelaw.com>
To: Lacie Blankenhorn <dsm@mountvernonohio.org>

Mon, Dec 19, 2022 at 9:12 AM

Lacie:

The “changes” are only in terms of making the project smaller than was contemplated in the original Comprehensive Development Plan which was approved in 2005. Attached is an image which should help clarify that. The area with solid red squares represents land that has been sold and is no longer a part of the development. The buildings outlined in yellow are still part of the plan and will be built in the future. Specifically we are speaking of buildings, 12, 13, 14, 15, 16, 17. The permit we are requesting currently is for construction on building 12. The areas not outlined or covered have already been built and are occupied.

It is noteworthy that we are not seeking to change the footprint or location of the buildings to be constructed; they are being built in accordance with the already approved plan. The utilities to service this area are already installed.

As we are merely shrinking the project as opposed to redesigning the layout or changing what is to be constructed in the part remaining, we are confident this qualifies as a minor modification.

Please feel free to reach out with any further questions.

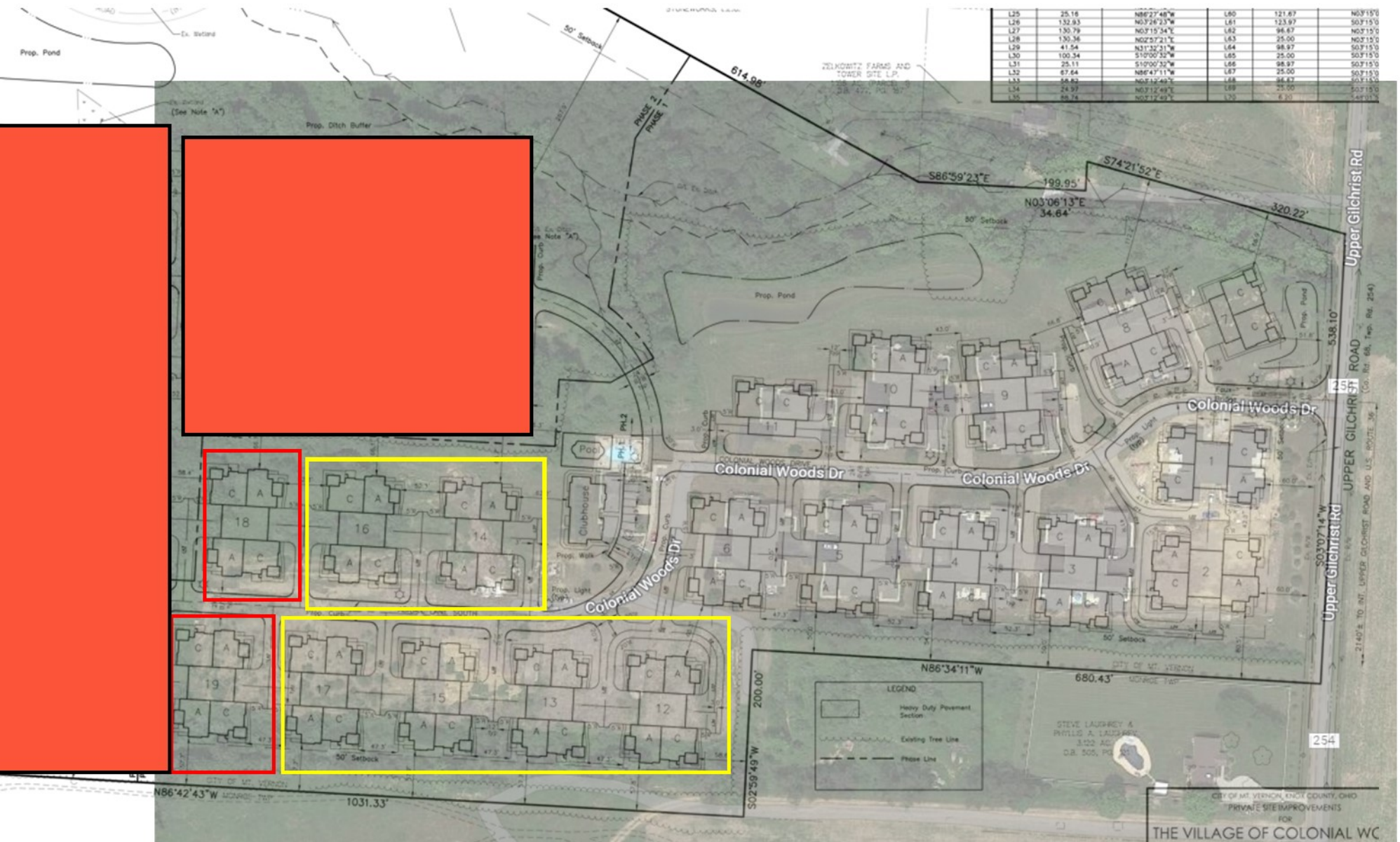
If we do not communicate before, I hope you have a Merry Christmas.

[Quoted text hidden]



colonial woods highlighted.jpg
311K

Attachment: eMail - Colonial Woods CHANGES (3723 : 2023-Mpc-03)



Attachment: colonial woods highlighted (3723 : 2023-Mpc-03)



Lacie Blankenhorn <dsm@mountvernonohio.org>

Colonial Woods

Doug Lowe <Doug.Lowe@wdlowelaw.com>
To: Lacie Blankenhorn <dsm@mountvernonohio.org>

Tue, Dec 20, 2022 at 3:27 PM

Lacie:

In response to your questions, anything either covered in red or outlined in red is not being built.

As to your belief we did not build in accordance with the plans, I assume you are looking at the preliminary plan set that was submitted. I attach hereto a letter from the then safety director/zone enforcement officer verifying the change in the plan had been approved as well as a set of plans with a notation by the city engineer and a set stamped by the state. This was done in August of 2006 and construction started thereafter. The site was developed in accordance with this amended plan as approved.

Please let me know if you have any further questions.

[Quoted text hidden]

3 attachments

 **Mt Vernon CW.pdf**
121K

 **scan181.pdf**
299K

 **scan180.pdf**
172K

Attachment: eMail - Colonial Woods KEY FOR IMAGE (3723 : 2023-Mpc-03)

Dist Paul D. Law
Trish/Chris M - EMU
Chip
file



August 14, 2006

Mike Brobst
Stoneworks Development LLC
2052 Cherry Valley Road
Newark, OH 43055

Re: Colonial Woods Project

Dear Mr. Brobst:

We have reviewed the second plan submission for this project and all changes that were previously requested have been made. These drawings and this project are in compliance with our regulations.

At this time, we are prepared to begin issuing all pertinent City permits to begin the construction on this project. This would include the zoning permit applications to allow construction of the individual buildings.

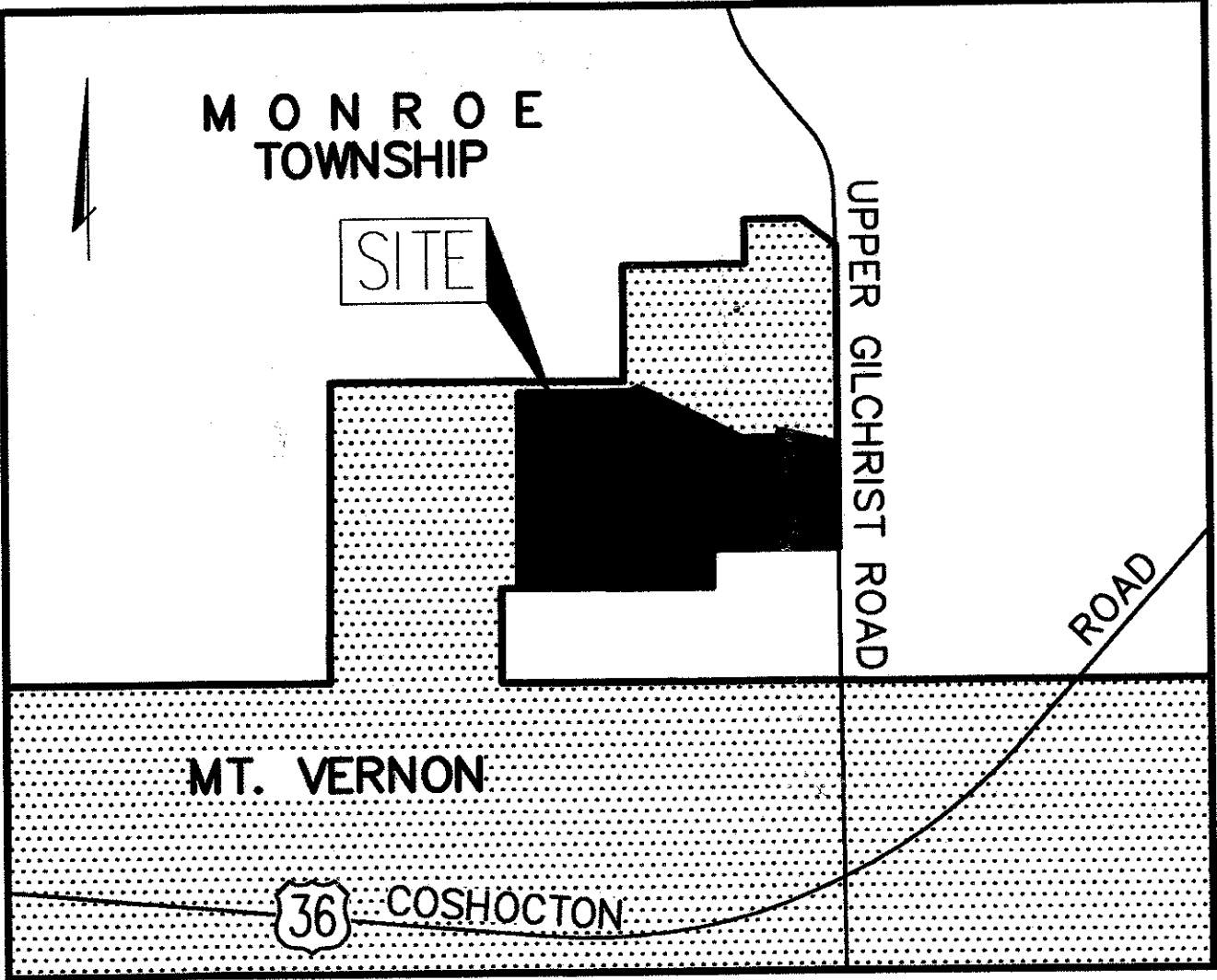
Should you have any questions about the permitting process, please contact either myself at (740) 393-9520 or Judy Cordle at (740) 393-2033.

Sincerely,

David C. Glass
Safety-Service Director
Zoning Enforcement Officer

Attachment: Mt Vernon CW (3723 : 2023-Mpc-03)

CITY OF MT. VERNON, KNOX COUNTY, OHIO
PRIVATE SITE IMPROVEMENTS
FOR
THE VILLAGE OF COLONIAL WOODS
2006



LOCATION MAP
SCALE: NONE

INDEX OF SHEETS

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TYPICAL SECTIONS AND DETAILS	3
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PRIVATE WATER PLAN	5
WATER LINE PROFILE	6
PRIVATE SANITARY SEWER PLAN	7-9
SANITARY SEWER PROFILES	10-12
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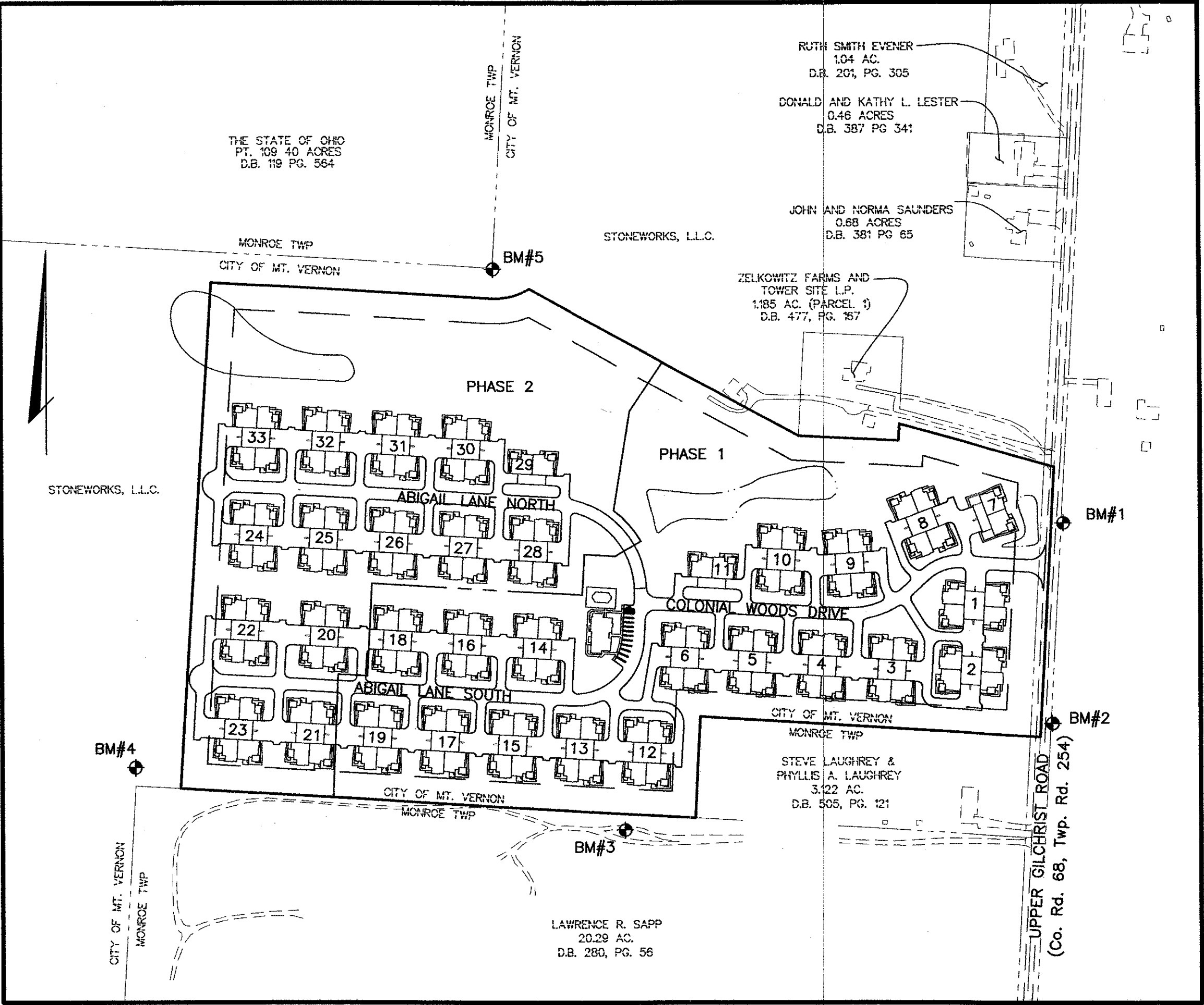
BENCH MARKS

- BM Elev.=1161.88 (NAVD 88)
Rail road spike in the west side of power pole on the east side of Upper Gilchrist Road, 145' +/- south and 40' +/- east of a northeast corner of the 1.185 acre tract.
- BM#1
- BM Elev.=1183.77 (NAVD 88)
Rail road spike in the west side of a power pole on the east side of Upper Gilchrist Road, 29' +/- north and 40' +/- east of a bent iron pipe found at a northeast corner of the 3.122 acre tract.
- BM#2
- BM Elev.=1176.37 (NAVD 88)
Rail road spike in the north side of utility pole (no service), 38' +/- south and 141 feet west of an iron pin at the southwest corner of the 3.122 acre tract.
- BM#3
- BM Elev.=1181.05 (NAVD 88)
Rail road spike in the south root of a 30" twin trunk Maple tree, 1130' +/- west and 62' +/- north of the iron pin set at the southwest corner of 3.122 acre tract.
- BM#4
- BM Elev.=1112.84 (NAVD 88)
Chisled "X" on a 6" by 6" stone at the south-east corner of the 109.40 acre tract.
- BM#5

STANDARD CONSTRUCTION DRAWINGS

The following standard drawings shall considered a part of this plan.

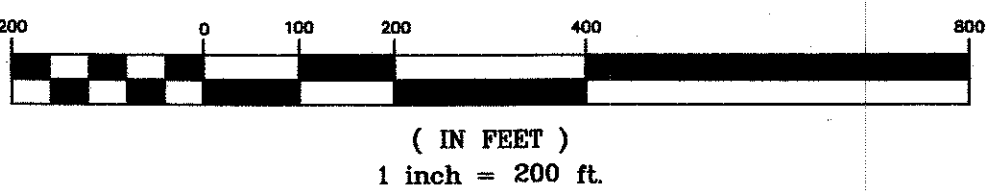
CITY OF COLUMBUS	ODOT
AA-S100	AA-S149
AA-S101	AA-S150
AA-S102	AA-S151
AA-S104	AA-S160
AA-S106	AA-S161
AA-S107	AA-S169
AA-S110	L-6306
AA-S111	L-6309
AA-S112	L-6310
AA-S114	L-6311
AA-S117	L-6312
AA-S119	L-6316
AA-S133	L-6320
AA-S139	L-6324
AA-S141	L-6337
AA-S145	
L-6640	
L-7001	
L-7601	
L-9901	
L-9902	
2220 DR. A	
2300 DR. A	
2319 DR. A	
CB-1.2	
MT-35.10	
MT-95.41	
MT-101.70	
MT-105.10	
MT-105.11	



INDEX MAP

SCALE: 1"=200'

GRAPHIC SCALE



Registered Engineer

E-66927
Number

8-2-06
Date

DEVELOPER

STONERWORKS DEVELOPMENT COMPANY, LLC
2052 Cherry Valley Road
Newark, OH 43055
Phone: (740)788-8012
Fax: (740)788-8013

APPROVAL

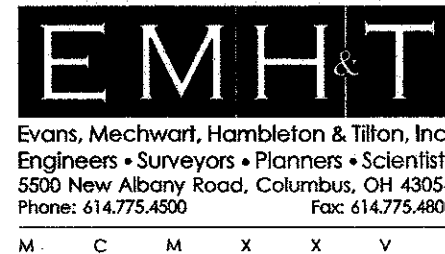
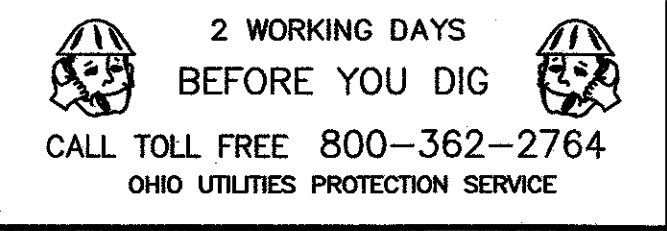
Signatures below signify only concurrence with the general purposes and general location of the project. All technical details remain the responsibility of the Engineer preparing the plans.

SIGNATURE BLOCK

N/A See Letter of Approval
Mt. Vernon, City Engineer

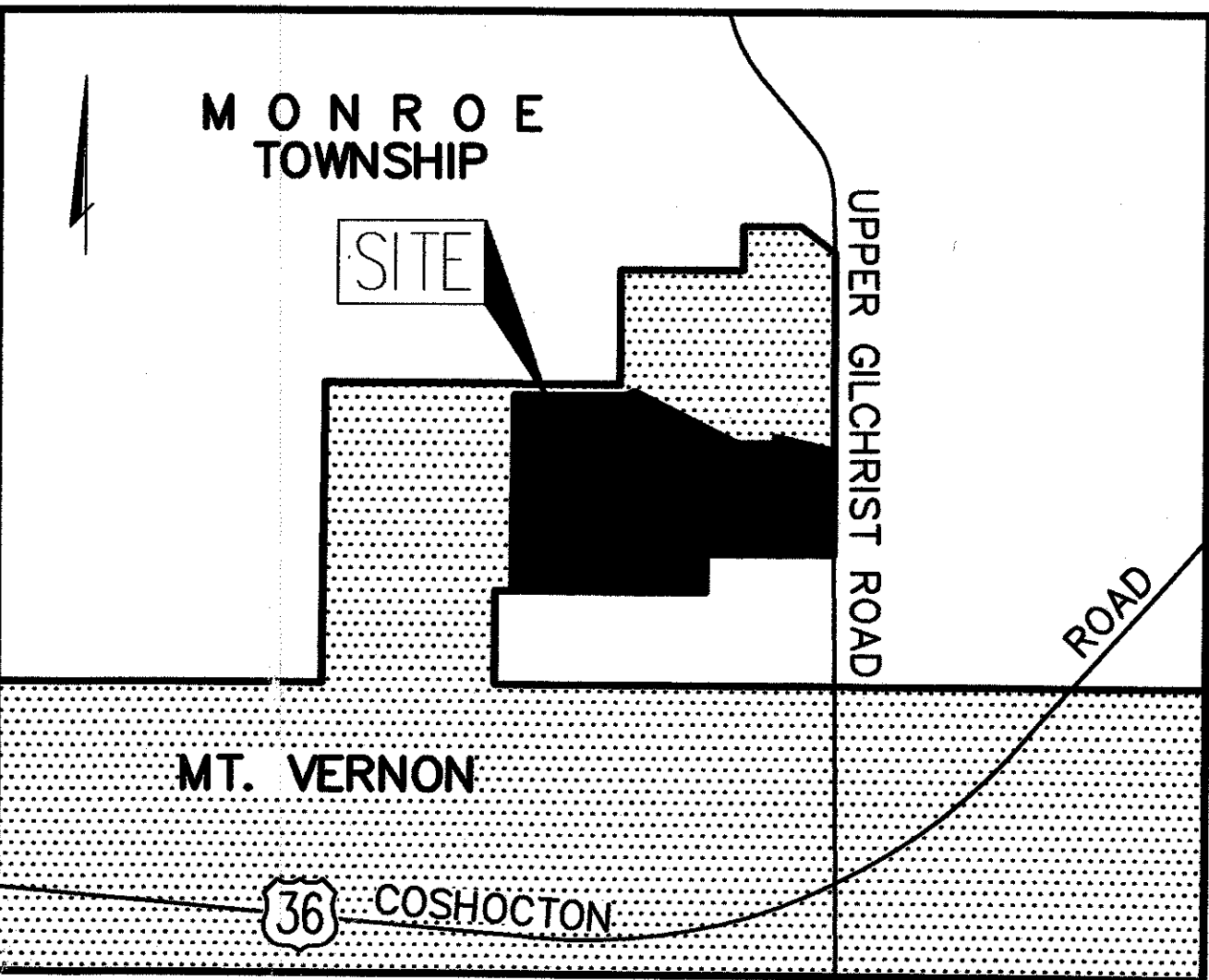
Safety Service Director, Zoning Officer

Date



Date:	AUGUST, 2006
Scale:	AS NOTED
Job No:	20051304
Sheet:	1 of 21

CITY OF MT. VERNON, KNOX COUNTY, OHIO
PRIVATE SITE IMPROVEMENTS
FOR
THE VILLAGE OF COLONIAL WOODS
2006



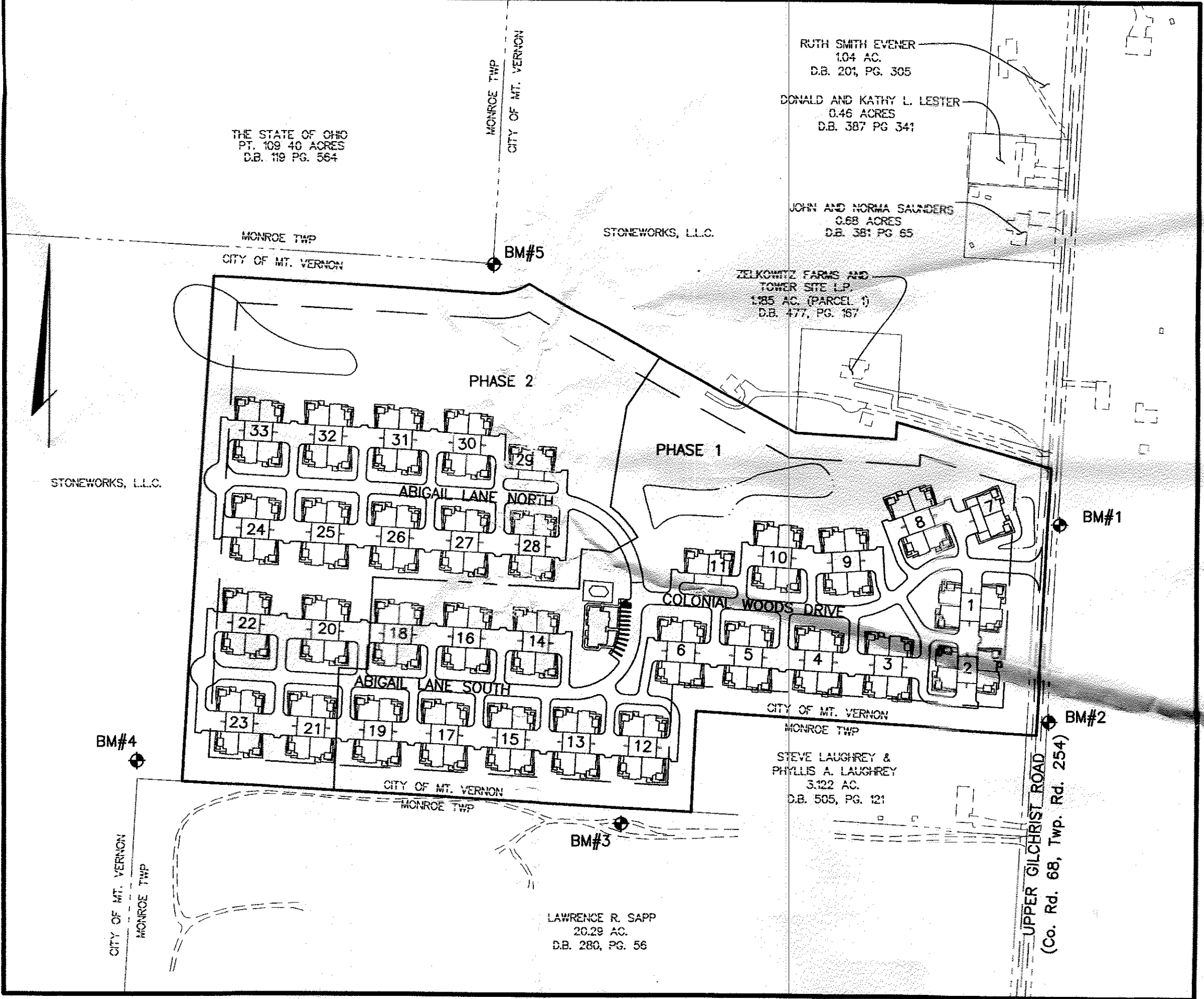
LOCATION MAP
SCALE: NONE

DEVELOPER
STONEWORKS DEVELOPMENT COMPANY, LLC
2052 Cherry Valley Road
Newark, OH 43055
Phone: (740)788-8012
Fax: (740)788-8013

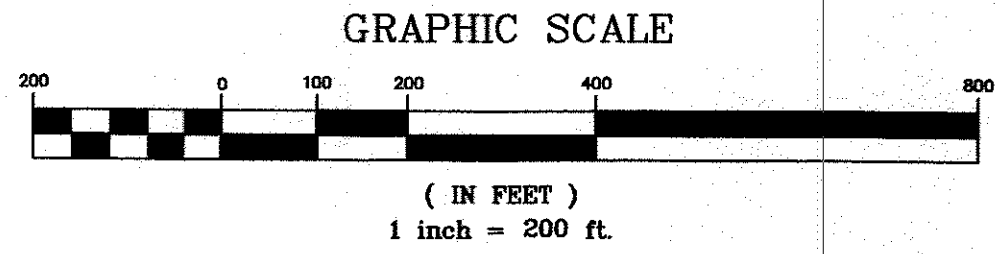
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INDEX MAP
SCALE: 1"=200'



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CITY OF COLUMBUS		ODOT
AA-S100	AA-S149	L-6640
AA-S101	AA-S150	L-7001
AA-S102	AA-S151	L-7401
AA-S104	AA-S160	L-9901
AA-S106	AA-S161	L-9902
AA-S107	AA-S169	2220 DR. A
AA-S110	L-6306	2300 DR. A
AA-S111	L-6309	2319 DR. A
AA-S112	L-6310	
AA-S114	L-6311	
AA-S117	L-6312	
AA-S119	L-6316	
AA-S133	L-6320	
AA-S139	L-6324	
AA-S141	L-6337	
AA-S145		

2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 800-362-2764
OHIO UTILITIES PROTECTION SERVICE

APPROVAL

Signatures below signify only concurrence with the general purposes and general location of the project. All technical details remain the responsibility of the Engineer preparing the plans.

SIGNATURE BLOCK

Mt. Vernon, City Engineer

Safety Service Director, Zoning Officer

Date

Date

SEWERAGE
APPROVED
OHIO ENVIRONMENTAL PROTECTION AGENCY
AS EVIDENCED BY COPY OF
LETTER OF APPROVAL
HERETO ATTACHED

PAID \$618.86
Amount \$1773.00 Date 4/4/06
Check # 3355 Date 6/15/06

RECEIVED
AUG 22 2006
OHIO EPA/CDO



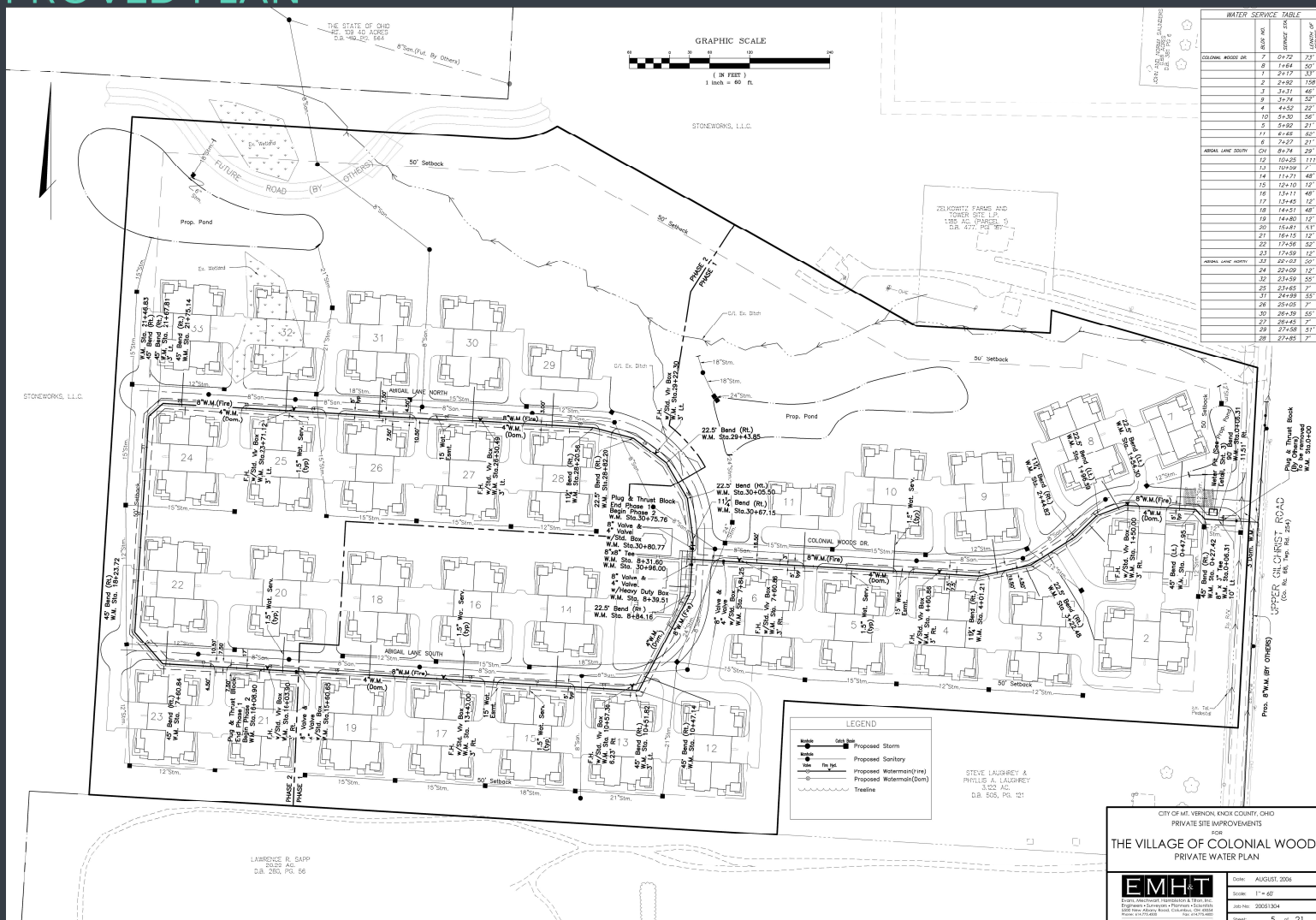
8-21-06
E-66927
Registered Engineer Number Date

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Fax: 614.775.4800

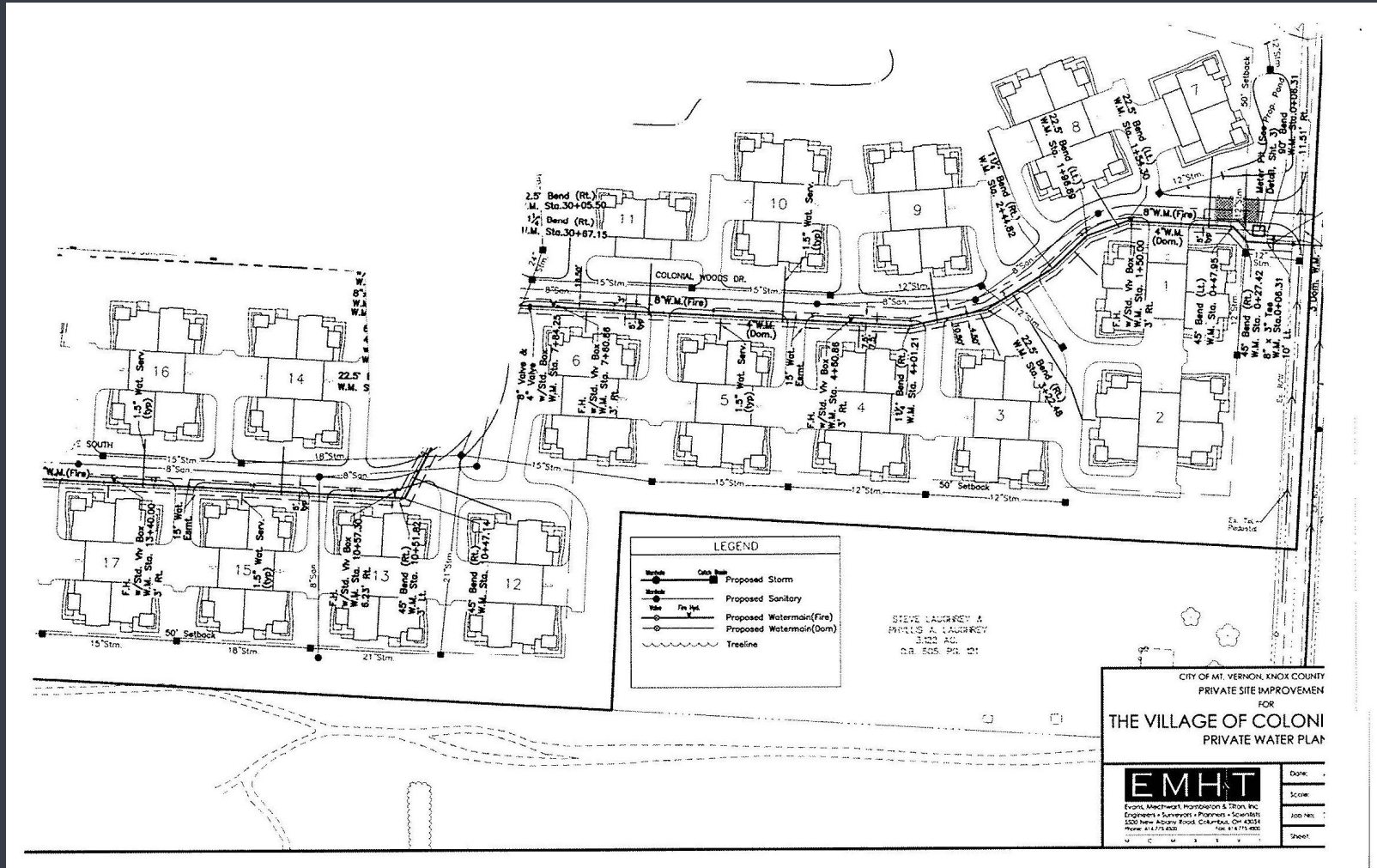
Date: AUGUST, 2006
Scale: AS NOTED
Job No: 20051304
Sheet: 1 of 21

THE VILLAGE AT COLONIAL WOODS

APPROVED PLAN



PROPOSED MODIFICATION



Attachment: MV Presentation (3723 : 2023-Mpc-03)

MINOR MODIFICATION

- MINOR MODIFICATIONS DO NOT NEED TO BE RESUBMITTED TO COUNCIL
- “SUCH MODIFICATION SHALL NOT INCREASE THE OVERALL DENSITY OF THE SITE OR CHANGE THE ESSENTIAL CHARACTER OF THE APPROVED PLAN.” - §1163.03
- THIS PROPOSED MODIFICATION DOES NEITHER
- MANY OF THESE PROPERTIES WERE BUILT UNDER THE PREVIOUS PLAN AND ARE ALREADY OCCUPIED
- THE UTILITIES FOR THE REMAINING PROPERTIES ARE ALREADY IN PLACE

MINOR MODIFICATION IS UNDEFINED

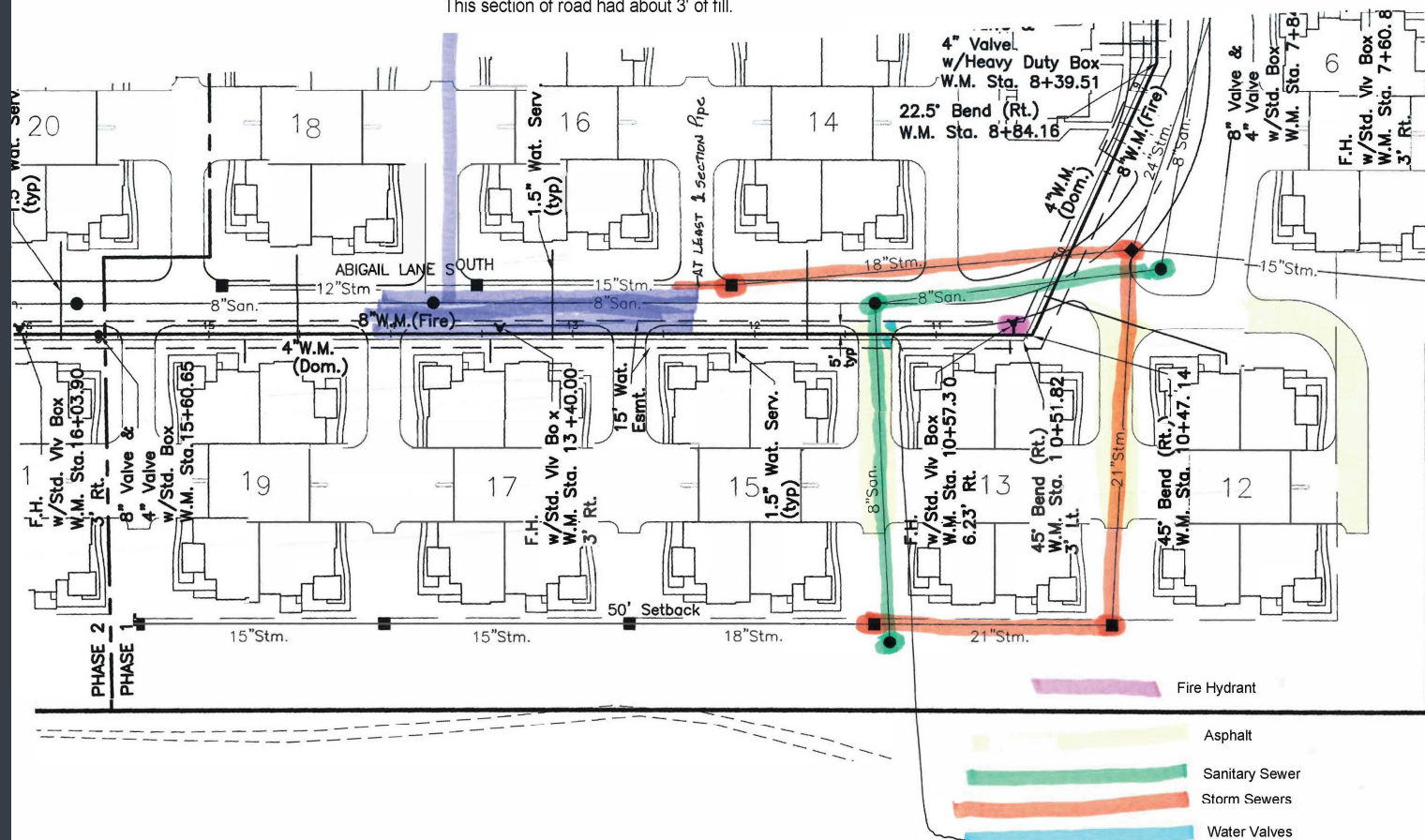
- FAIRBORN, OHIO HAD A SIMILAR STATUTE, BUT DEFINED MINOR MODIFICATION
- “MINOR PLAN CHANGES **ALTERING THE NUMBER**, SIZE OR USE OF LAND, BUILDINGS, ... OR ANY OTHER SUBSTANTIVE CHANGES MAY BE AUTHORIZED BY THE PLANNING BOARD IF IT DEEMS THE CHANGES ARE **CONSISTENT WITH THE PURPOSE AND GENERAL CHARACTER OF THE APPROVED DEVELOPMENT PLAN.**”
 - TREBEIN LTD. ADK, LLC V. CITY OF FAIRBORN, 2015-OHIO-2559 (CT. APP.)
- THESE CHANGES ARE CONSISTENT WITH THE PURPOSE AND GENERAL CHARACTER OF THE APPROVED DEVELOPMENT PLAN.

THESE CHANGES SHOULD BE CONSIDERED MINOR MODIFICATIONS

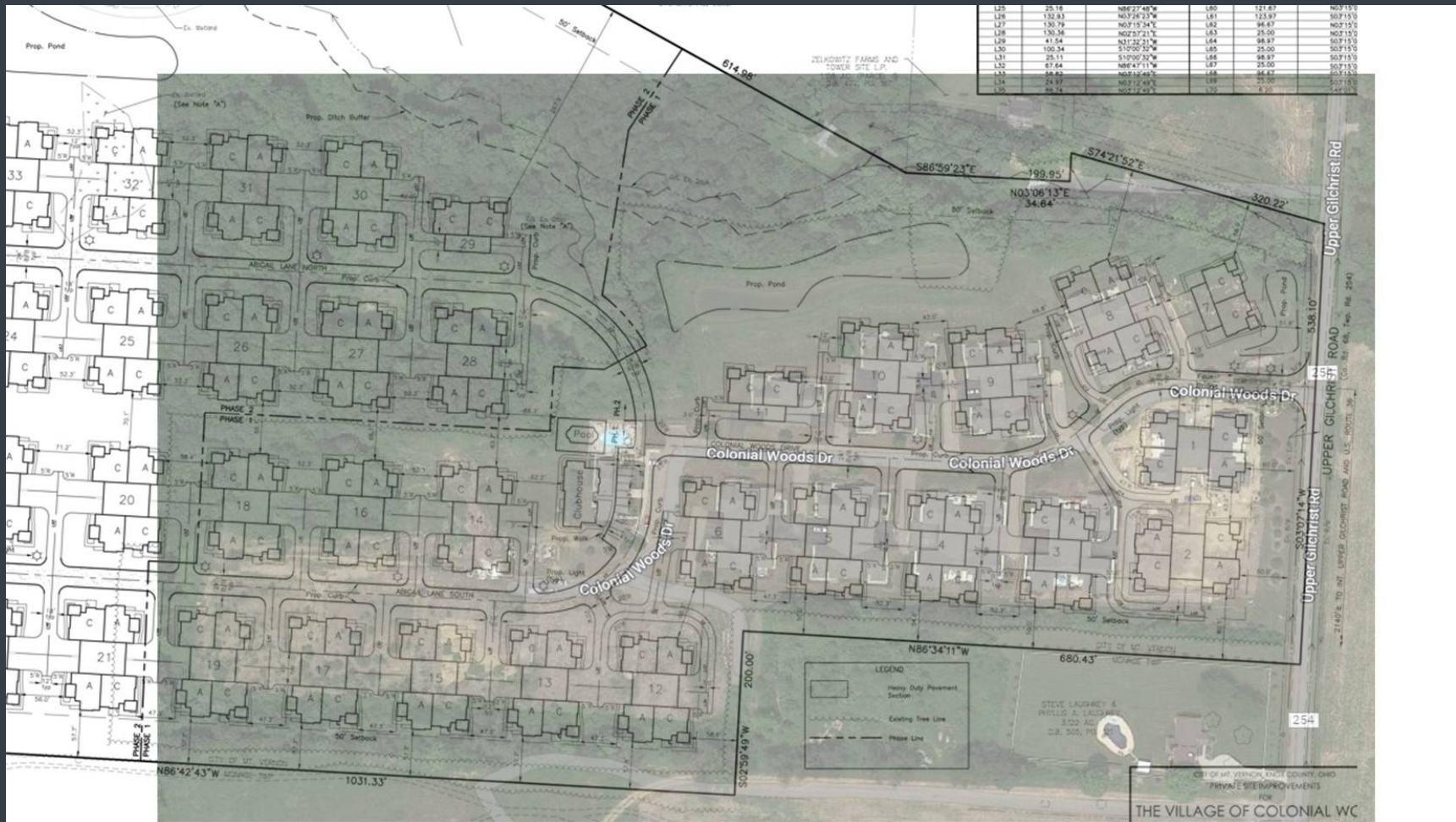
- NO CHANGES ARE BEING MADE TO THE PLAN BEYOND THE SCOPE OF THE DEVELOPMENT, WHICH IS SHRINKING
- THE LOCATION AND SPECS FOR EVERY BUILDING IS REMAINING THE SAME

THE NECESSARY UTILITIES ARE ALREADY IN PLACE

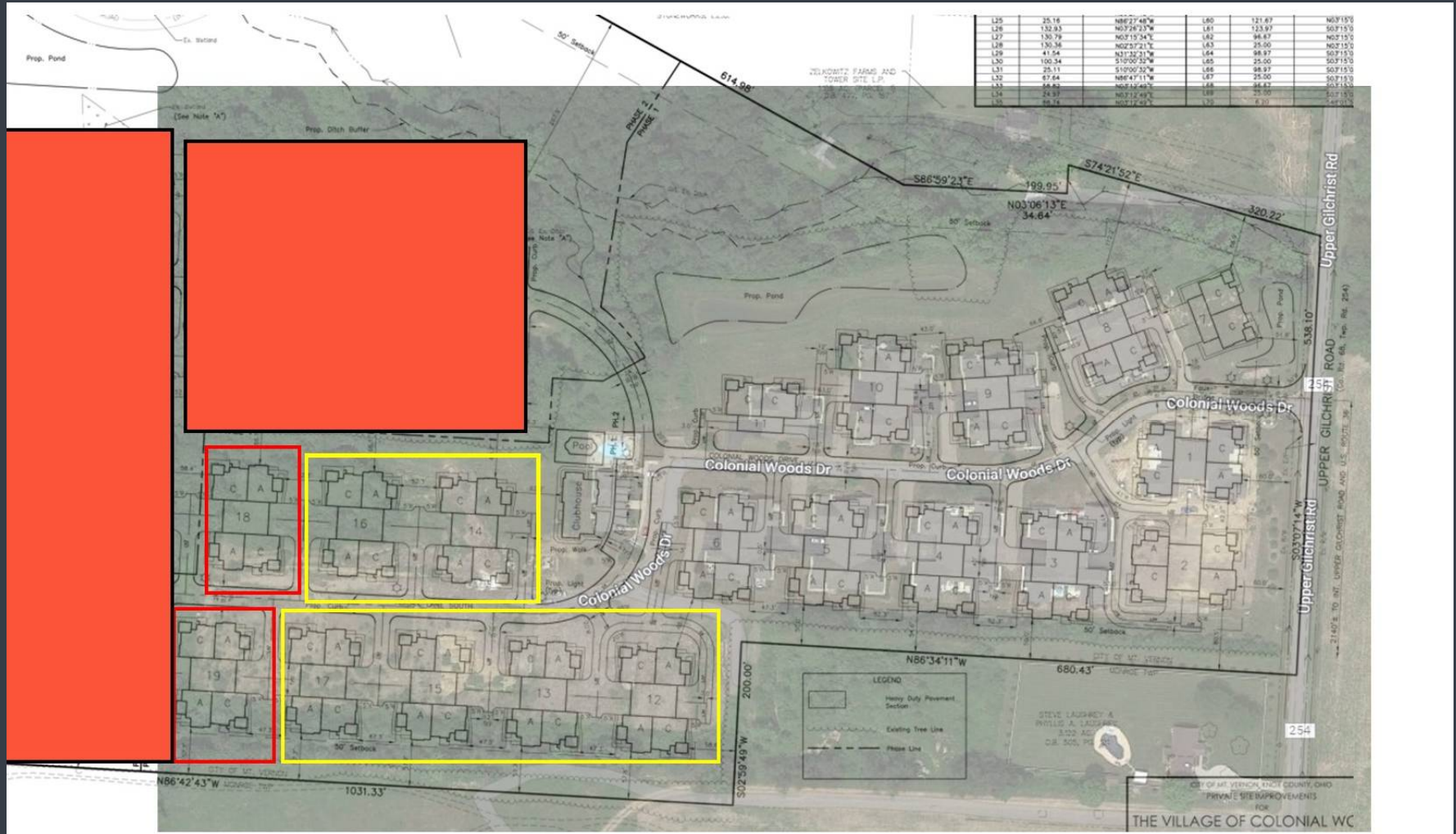
This section of road had about 3' of fill.



ORIGINAL PLAN



PLAN WITH MINOR MODIFICATIONS



TRANSFER NOT NECESSARY

Sarah Thorne
KNOX COUNTY AUDITOR

Tanner Salyers,
Knox County, OH
Instrument: 202300006307
EASEMENT Pages: 20
09/18/2023 @ 10:08:39 AM
Recording: 198.00

BK 1991 PG 198 - 217

EASEMENT AND COST SHARING AGREEMENT

This Easement and Cost Sharing Agreement ("Agreement") is entered into this 11 day of September, 2023 between The Village of Colonial Woods Condominium Unit Owners Association, Inc. ("Colonial Woods") and EJ Mt. Vernon Partners, LLC ("Developer").

RECITALS

- A. Colonial Woods is an Ohio condominium association that was formed to administer and maintain the Village of Colonial Woods Condominium property ("Condominium Property") pursuant to the Declaration of Condominium for The Village of Colonial Woods Condominium recorded at Book 1061, Page 405 et seq., of the Knox County records on January 16, 2007, including all recorded amendments to the same ("Declaration"). The Condominium Property is described in Exhibit A to this Agreement and contains two private drives named Colonial Woods Drive and a portion of Abigail Lane ("Colonial Woods Roads").
- B. Developer is the successor in interest to and assignee of Colonial Wood's declarant, Upper Gilchrist, LLC, in accordance with the Special Amendment to the Declaration recorded at Book 1340, Page 679 et seq, of the Knox County Records on May 31, 2012, as it relates to Colonial Woods development rights and obligations.
- C. Developer is the owner of certain real property west of the Condominium Property by Warranty Deed recorded at Book 1340, Page 673 et seq., ("Developer Property") which is described more particularly in Exhibit B to this Agreement.
- D. Developer desires to construct 32 condominium units on the Developer Property and through the Declaration, has an easement from Colonial Woods across, over, and through Colonial Woods Roads, for residential ingress and egress to Developer Property.
- E. Developer plans to create a condominium association or Ohio planned community for the purpose of administering and maintaining the Developer Property ("Future Association".)

-1-

Pick-up

Attachment: Recorded Colonial Woods Shared Cost Agreement (3723 : 2023-Mpc-03)

F. The parties, for the benefit and protection of each, and the desire to avoid uncertainties and disputes in the future, desire to create an Agreement for the benefit of each across, over and through both properties along with mutual shared maintenance, repair, replacement and signage obligations as provided for in this Agreement.

Now, therefore, for good and valuable consideration, the parties grant and convey certain easement rights upon each other, as defined below, subject to the terms and conditions contained herein.

1. **Easement.**

Colonial Woods and Developer reaffirm the perpetual nonexclusive easement for vehicular and pedestrian residential ingress and egress to and from the Developer Property in, over, through and on the Colonial Woods Roads. Additionally, Colonial Woods and Developer reaffirm the non-exclusive easement for utility connections, and anticipate connection between Colonial Woods' and Developer's storm sewer systems (those portions of the storm sewer system located on the Condominium Property, including the retention pond, being the "Storm Sewer System"). These easements are subject to the following terms and conditions:

2. **Cost Sharing Arrangement.**

A. **Road Maintenance.**

The main road servicing both Colonial Woods and Developer Property constitutes 31.624% of the total asphalt and driveways of Colonial Woods. The parties agree to split the costs of maintaining Colonial Woods Roads based on the proportionate use of each of the parties, with it being acknowledged that those accessing the Developer Property will use the entirety of Colonial Woods Roads and most Colonial Woods unit owners will not. Developer intends to construct 32 units on Developer Property. Accordingly, the owner(s) or administrator of Developer Property, whether Developer or Future Association, will be responsible for sixty percent (60%) of the Colonial Woods Roads maintenance expenses at the time of any such maintenance costs are incurred, except that the amount owed will be adjusted to reflect the amount of units constructed on Developer Property for which a certificate of occupancy has been issued. As such, the formula used to determine the financial responsibility of the Developer Property(s) will be the total maintenance expenses for the roadways and driveways within the Condominium Property, multiplied by .31624, multiplied by .6, multiplied by the number of units with certificates of occupancy, divided by 32. By way of example, if the Association spends a total of \$15,620 on roadway and driveway expenses, and the Developer Property has 16 units that have been issued

certificates of occupancy, Developer or Future Association would be responsible for \$1,481.90 based on the following:

$$\$15,620 \times 31.624\% \times 60\% \times 16 \text{ estimated/32 Units} = \$1,481.90$$

If, however, the amount of units on the Developer Property were 28, the calculation would be as follows:

$$\$15,620 \times 31.624\% \times 60\% \times 28/32 \text{ Units} = \$2,593.33$$

Purely for example and so that Developer and Future Association members may understand the possible expenses they will incur for the Roadway Expenses, Exhibit C contains a listing of Colonial Woods current estimated Roadway Expenses. Notwithstanding the inclusion of Exhibit C in this Agreement, Exhibit C is not binding and Colonial Woods is in no way subject to or limited by the amounts contained therein.

The maintenance expenses to which the above apply ("Roadway Expenses") include the following:

- (i) Regular and extraordinary maintenance, repair, cleaning, sealing, and replacement of any portion of Colonial Woods Roads, including the curb; and
- (ii) Any claims, liabilities, and damages (including reasonable attorneys' fees), including personal injury and property damage related to, caused by, or arising from the use, maintenance, repair, replacement, or reconstruction of the Colonial Woods Roads.

The parties agree that neither Developer, Construction related vehicles, nor employees of any such construction company vehicles nor Residents/Guests of either Colonial Woods or the new community will utilize the other communities' drive ways or parking areas.

This formula assumes that work will be performed on Colonial Woods Roads and driveways at the same time. If Colonial Woods undertakes driveway sealing, maintenance, etc. separate from similar work being performed on Colonial Woods Roads, Colonial Woods shall be solely responsible for those costs and expenses.

Snow removal and de-icing costs of Colonial Woods Roads ("Snow Expenses") will be split equally between the parties once construction begins.

Colonial Woods will take the lead in arranging for maintenance, repair, Non-construction related cleaning, sealing, replacement, snow removal and de-icing of the Colonial Woods Roads

The foregoing notwithstanding, if Developer, any construction company performing services for Developer including any motor vehicles driven by employees of any such construction company or service vehicles, causes any unusual damage or wear to the surface area of the easement or the immediately surrounding area, Developer shall bear the entire cost and expense of restoring said easement and surrounding area.

B. Retention Pond.

The cost of maintaining the Retention Pond and the one storm line utilized by both Developer and Colonial Woods ("Sewer Expenses") will be split fifty-six percent (56%) to Colonial Woods and forty-four percent (44%) to Developer, adjusted as the Developer Property is developed in the same manner as set forth in the example in Section 2(A) above. Colonial Woods will continue to mow around the retention pond at its sole cost. Developer will pay one hundred percent of the cost of the existing and any future cement wash, any excess asphalt that is dumped and for the removal of any other debris resulting from the new development. The Sewer Expenses include regular and extraordinary maintenance, repair, replacement, cleaning, line-clearing, and pond dredging.

Colonial Woods will take the lead in overseeing the Sewer Expenses.

C. Water and Sewer Charges.

The Developer Property will connect to an existing 8 inch fire line on Parcel 71-00001.022 and will have its own master water meter. Colonial Woods shall cap the current waterline extending to Developer's Property at its expense.

D. Signage.

Developer is allowed to place a sign for the new development beneath the existing Colonial Woods sign at the entrance at Upper Gilchrist Road. Any greenery or landscaping that is disturbed will be repaired or replaced by Developer subject to the approval of Colonial Woods, such approval not to be unreasonably withheld. Developer will bear the cost of installing and maintaining the sign. The design of the new sign is subject to the written approval of Colonial Woods, such approval not to be unreasonably withheld.

E. Mailboxes.

Developer shall have the right to install an additional bank of mailboxes adjacent to the existing Colonial Woods mailboxes on the existing concrete pad. Developer will

use the numbers 49 through 80 with either party reserving the right to utilize numbers 43 through 48 in the future if needed.

F. Lighting.

Beginning with the issuance of the first certificate of occupancy issued for Developer's Property, Colonial Woods and Developer shall equally share the cost of lighting the entrance sign, the entrance lighting, and the lighting along Colonial Woods Roads, which includes the cost of maintenance, repair, and replacement of such components ("Lighting Expenses").

G. Maintenance Authority and Payments.

(i) In setting its annual budget for Roadway Expenses, Snow Expenses, Sewer Expenses, and Lighting Expenses (together, the "Shared Costs"), Colonial Woods will inform Developer of the projects and expenses in consideration and provide Developer with a reasonable opportunity to assist in the development of the budget for such projects. This shall include permitting one or more Future Association Board members to attend the portion of a Colonial Woods Board meeting devoted to setting the budget for Shared Costs. Colonial Woods agrees to reasonably consider, but will not be obligated to accept, any verbal or written suggestions or requests from Developer on potential Shared Costs projects and budget items, with final decision-making authority over Shared Costs being Colonial Woods'. Colonial Woods will notify Developer (or Future Association) of its estimated share of the Shared Costs by December 1st of the preceding year.

(ii) Colonial Woods will invoice Developer or Future Association, as the case may be, for any and all Shared Costs upon completion of the particular project or, for regularly occurring services such as snowplowing/lighting, Colonial Woods will invoice Developer for the regular expenditures on a monthly basis on the 1st day of each month following the completion of the services. Colonial Woods will provide Developer with reasonable evidence of the expense incurred together with an invoice for Developer's proportionate share of such Shared Costs. Developer will pay the invoice within 15 days of its receipt. A late fee of not more than \$25.00 will be added to any invoice not paid within 15 days. Any invoice not paid within 30 days will bear interest at the rate of 2% per month.

(iii) In cases of an emergency, for example to repair a sink hole in Colonial Woods Roads, Colonial Woods will provide notice of the expenditure to Developer as soon as reasonably practical. In all other cases, within 14 calendar days of any Colonial Woods Board decision to approve of any Shared Costs, Colonial Woods will send written notice of such decision to Developer. Failure to send written notice does not relieve Developer

or Future Association of its obligation to pay a proportionate share of any Shared Costs. Instead, for each day past the 14 day period that the notice is sent late, Developer will have an additional day in which to pay Colonial Woods for a given expenditure. Accrual of late fees and interest will not occur during the additional time.

H. Developer Property Construction.

(i) Developer will remove all construction-related debris and materials related to or arising from its work, including without limitation, mud and dirt, on Colonial Woods Roads, and any other part of the Condominium Property incidentally impacted, on a daily basis;

(ii) Developer and any construction company performing services for Developer, including any motor vehicles driven by employees of any such construction company or service vehicles, will not park any construction or work crew vehicles on any part of Colonial Woods Roads, the Colonial Woods common element parking lot, or any other portion of the Condominium Property;

(iii) Within 60 days of written notice by Colonial Woods to Developer of any damage to the Condominium Property directly attributable to the Developer or construction on the additional property, or as soon as possible for any damage that impedes the access to or use of the Condominium Property, Developer will cause any and all damage to the Condominium Property that is directly attributable to Developer, related to, or arising from the construction on the Developer Property to be fully repaired at Developer's sole expense;

I. Indemnification

(i) To the fullest extent provided for by law, Developer will indemnify, hold harmless, and defend Colonial Woods, its past and present Board members, officers, managing agent, and its owners, and their heirs and assigns, against all liabilities, claims, damages, losses, and expenses, including, but not limited to, attorney's fees, for personal injury (including death) or property damage that may arise out of, relate to, or be caused by any act or omission of Developer, its subcontractors, agents, or employees, in the development of the Developer Property, including, without limitation, the construction on the Developer Property, and the use of Colonial Woods Roads.

(ii) To the fullest extent provided for by law, Colonial Woods will indemnify, hold harmless, and defend Developer and the future association, their past and present Board members, officers, managing agent, and its owners, and their heirs and assigns, against all liabilities, claims, damages, losses, and expenses, including, but not limited to, attorney's fees, for personal injury (including death) or property damage that may arise out of, relate

to, or be caused by any act or omission of Colonial Woods, its subcontractors, agents, or employees including, without limitation, any construction on the Colonial Woods Property or the use of the Colonial Woods Roads.

J. Miscellaneous.

(i) With the exception of the cost sharing items set forth in this Agreement, Colonial Woods and Developer, as well as their successors and assigns will maintain, repair and replace the roads, water, sewer and storm sewer systems on their own properties at their sole cost.

(ii) Colonial Woods and the Future Association will share their annual banking balances for all reserve accounts to confirm that each association has adequate reserves to perform according to this Agreement.

(iii) This Agreement will be incorporated into the Developers Statement and Declaration for the Future Association.

(iv) Each party to this Agreement shall appoint a principal contact person for all issues arising under this Agreement.

3. Future Association.

Once Developer creates the Future Association for the new development, the Future Association shall be responsible for all Developer's obligations pursuant to this Agreement. The parties agree that the name of the Future Association shall not include the words "Colonial Woods." As each unit in the Future Association closes, Developer will collect three months of Association dues.

4. Inspection.

Upon the completion of the construction on Developer's Property, Developer will provide Colonial Woods with written notice of completion, and the parties will meet within 10 days for an inspection of damage to Colonial Woods Roads attributable directly to Developer's construction of the new community and beyond normal wear and tear. If any damages are identified, Developer will restore the damaged portion to the condition in

which it existed prior to the signing of this Agreement as soon as possible taking into consideration weather conditions, etc.

5. **Covenants Run with the Land.**

The covenants, agreements, and restrictions set forth in this Agreement run with the land and are binding upon the parties and each of their respective successors and assigns, including, but not limited to, any future purchaser, owner, or occupant of the Developer Property.

6. **Disputes.**

In any dispute arising out of or relating to this Agreement, the prevailing party in such action is entitled to the reimbursement of all reasonable attorneys' fees from the other party, including court fees and collection costs.

7. **Indemnity.**

Each party will indemnify and hold harmless the other party from and against any claims they have or may have at any time in the future against the other related to, caused by or arising from the use, maintenance, repair, replacement, or reconstruction of any easement areas, except to the extent that a given party is found to have been grossly negligent or engaged in willful or intentional misconduct.

8. **Agreement Construction.**

The easements, covenants, agreements, terms, conditions, rights, interests, and obligations set forth in this Agreement will be construed according to the fair meaning of the language used and not strictly construed in favor of or against either party.

9. **Notices.**

All notices, requests or other communications required by this Agreement must be in writing and sent by regular U.S. mail, postage prepaid, commercial carrier such as UPS or Federal Express, electronic mail, or hand delivery, and addressed to the designee referenced in Section 2(J)(iv).

10. **Performance and Waiver.**

The failure of any party to insist upon strict performance of any of the easements, covenants, agreements, terms, conditions, rights, interests, and obligations contained in this Agreement, or to exercise any option or right conferred in this Agreement, on any one or more instances, does not waive or relinquish any such option or right, or of any other easement, covenant, agreement, term, condition, right interest or obligation but shall remain in full force and effect.

11. **Authority.**

The parties each represent that they have the full right and authority to enter into this Agreement and to be bound by the easements, covenants, agreements, terms, conditions, rights, interests and obligations contained in this Agreement. The parties further represent that they have been duly authorized by the proper action of the respective corporation or other entity, to sign this Agreement and to bind the respective entity to the easements, covenants, agreements, terms, conditions, rights, interests, and obligations of this Agreement.

12. **Exoneration.**

All agreements of performance on the part of any signatory for the respective party are agreements to perform by or pay out of the funds of the respective party. No signatory for any party to this Agreement assumes, nor will they be under, any personal liability or obligation by reason of this Agreement.

13. **Headings.**

The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

SIGNATURE PAGES TO FOLLOW

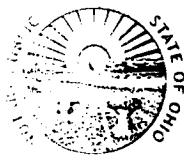
The Village of Colonial Woods Condominium Unit Owners Association, Inc.

By: [Signature]
LINDA KAY REX , its President.

STATE OF OHIO)
) SS
COUNTY OF Knox)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named, The Village of Colonial Woods Condominium Unit Owners Association, Inc., by its President, LINDA KAY REX, who acknowledged that she did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of her personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Hartsville Ohio, this 7 day of September, 2023.



TAFFY FRAZER
Notary Public
State of Ohio
My Comm. Expires
September 21, 2026

[Signature]
Notary Public

Attachment: Recorded Colonial Woods Shared Cost Agreement (3723 : 2023-Mpc-03)

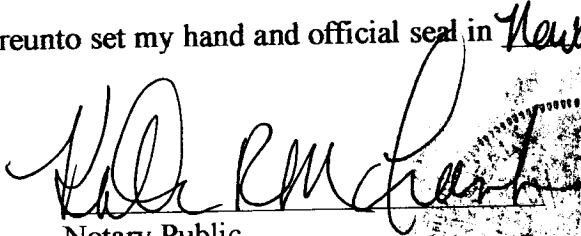
EJ Mt. Vernon Partners, LLC

By: 
Eriech Horvath, Managing Member.

STATE OF OHIO)
) SS
COUNTY OF _____)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named, EJ Mt. Vernon Partners, LLC, by Eriech Horvath, its Managing Member, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Newark Ohio, this 17th day of September 2023.


Notary Public
 KATHRINE R.M. BRANK
Notary Public, State of Ohio
My Commission Expires
May 22, 2028

This instrument prepared by:
W. Douglas Lowe, Esq.
23 East Church Street
Newark, Ohio 43055

Attachment: Recorded Colonial Woods Shared Cost Agreement (3723 : 2023-Mpc-03)

Exhibit A**VILLAGE OF COLONIAL WOODS LEGAL DESCRIPTION**

Situated in the City of Mt. Vernon, Township of Monroe, County of Knox, State of Ohio, located in Section 17, Quarter Township 3, Township 7, Range 12, United States Military Lands and being 2.487 acres out of that 32.335 acre tract conveyed to UPPER GILCHRIST LLC in Official Record 982, Page 962 and being more particularly described as:

Commencing, for reference, at the southwesterly corner of said Section 17, the same being the southwesterly corner of the residue of that 89.226 acre tract conveyed to Earthworks, LLC in Official Record 950, Page 99;

Thence, South 83° 52' 24" East, with the southerly line of said section and with the southerly line of said residue of 89.226 acres, a distance of 919.58 feet to a southeasterly corner of said residue, the same being a southwesterly corner of that 20.29 acre tract conveyed to Lawrence R. Sapp, Sr., Trustee in Official Record 987, Page 467;

Thence, North 06° 12' 52" East, with an easterly line of said residue and with the westerly line of said 20.29 acres, a distance of 495.79 feet to the northwesterly corner of said 20.29 acres;

Thence, South 83° 52' 24" East, with a southerly line of said residue and with the northerly line of said 20.29 acres, a distance of 89.66 feet to a ¾-inch iron pin found at the southwesterly corner of said 32.335 acres;

Thence, South 83° 52' 24" East, with a southerly line of said 32.33'; acres and with a northerly line of said 20.29 acres, a distance of 1031.33 feet to an iron pin found at a southerly corner of said 32.335 acres, the southwesterly corner of that 3.122 acres tract conveyed to Steve and Phyllis Laughrey in Deed Book 505, Page 121 and being in a northerly line of said 20.29 acres;

Thence, North 05° 50' 08" East, with an easterly line of said 32.335 acres and with the westerly line of said 3.122 acres, a distance of 200.00 feet to an iron pin found at a southerly corner of said 32.335 acres, the same being the TRUE PLACE OF BEGINNING;

Thence, the following twenty-five (25) courses and distances across, said 32.335 acres;

- 1) North 05° 50' 08" East, a distance of 6.42 to an iron pin set;
- 2) North 83° 56' 52" West, a distance of 179.91 to an iron pin set;
- 3) North 28° 42' 12" West, a distance of 120.94 to an iron pin set;
- 4) North 06° 05' 22" East, a distance of 143.21 to an iron pin set;
- 5) South 83° 54' 38" East, a distance of 115.49 to an iron pin set;

- 6) South $03^{\circ} 19' 10''$ West, a distance of 16.90 to an iron pin set;
- 7) South $83^{\circ} 54' 07''$ East, a distance of 201.95 to an iron pin set;
- 8) North $06^{\circ} 05' 53''$ East, a distance of 178.30 to an iron pin set;
- 9) South $83^{\circ} 54' 07''$ East, a distance of 142.17 to an iron pin set;
- 10) South $00^{\circ} 25' 04''$ West, a distance of 179.18 to an iron pin set;
- 11) South $83^{\circ} 54' 07''$ East, a distance of 47.19 to an iron pin set;
- 12) With the arc of a curve to the left, having a radius of 163.00 feet, a delta angle of $46^{\circ} 40' 29''$, a chord bearing of North $72^{\circ} 45' 39''$ East and a chord distance of 129.14 to an iron pin set;
- 13) North $49^{\circ} 25' 24''$ East, a distance of 41.67 to an iron pin set;
- 14) With the arc of a curve to the right, having a radius of 112.00 feet, a delta angle of $46^{\circ} 40' 43''$, a chord bearing of North $72^{\circ} 45' 46''$ East and a chord distance of 88.74 to an iron pin set;
- 15) South $85^{\circ} 53' 52''$ East, a distance of 134.35 to an iron pin set;
- 16) North $52^{\circ} 38' 56''$ East, a distance of 55.25 to a survey nail set in the centerline of Upper Gilchrist Road;
- 17) South $05^{\circ} 57' 00''$ West, with said centerline, a distance of 100.00 to a survey nail set;
- 18) North $40^{\circ} 45' 04''$ West, a distance of 55.57 to an iron pin set;
- 19) North $83^{\circ} 53' 52''$ West, a distance of 134.17 to an iron pin set;
- 20) With the arc of a curve to the left, having a radius of 88.00 feet, a delta angle of $46^{\circ} 40' 43''$, a chord bearing of South $72^{\circ} 45' 46''$ West and a chord distance of 69.73 to an iron pin set;
- 21) South $49^{\circ} 25' 24''$ West, a distance of 41.67 to an iron pin set;
- 22) With the arc of a curve to the right, having a radius of 187.00 feet, a delta angle of $46^{\circ} 40' 29''$, a chord bearing of South $72^{\circ} 45' 39''$ West and a chord distance of 148.16 to an iron pin set;
- 23) North $83^{\circ} 54' 07''$ West, a distance of 238.2 to an iron pin set;
- 24) South $05^{\circ} 47' 40''$ West, a distance of 208.05 to an iron pin set;

25) North 83° 43' 52" West, a distance of 38.95 to the TRUE PLACE OF BEGINNING.

Containing 2.487 acres of land, more or less.

Additional Property

Situated in the City of Mt. Vernon, Township of Monroe, County of Knox, State of Ohio, located in Section 17, Quarter Township 3, Township 7, Range 12, United States Military Lands and being 26.055 acres out of that 32.335 acre tract conveyed to UPPER GILCHRIST LLC in Official Record 982, Page 962 and being more particularly described as:

Commencing, for reference, at the southwesterly corner of said Section 17, the same being the southwesterly corner of the residue of that 89.226 acre tract conveyed to Earthworks, LLC in Official Record 950, Page 99;

Thence, South 83°52'24" East, with the southerly line of said section and with the southerly line of said residue of 89.226 acres, a distance of 919.58 feet to a southeasterly corner of said residue, the same being a southwesterly corner of that 20.29 acre tract conveyed to Lawrence R. Sapp, Sr., Trustee in Official Record 987, Page 467;

Thence, North 06°12'52" East, with an easterly line of said residue and with the westerly line of said 20.29 acres, a distance of 495.79 feet to the northwesterly corner of said 20.29 acres;

Thence, South 83°52'24" East, with a southerly line of said residue and with the northerly line of said 20.29 acres, a distance of 89.66 feet to a ¾-inch iron pin found at the southwesterly corner of said 32.335 acres, the same being the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, North 06° 28' 36" East, with the westerly line of said 32.335 acres and with an easterly line of said residue of 89.226 acres, a distance of 1013.39 feet to an iron pin found at the northwesterly corner of said 32.335 acres;

Thence, South 83° 47' 42" East, with a northerly line of said 32.335 acres and with a southerly line of said residue, a distance of 560.00 feet to an iron pin found;

Thence, with a northerly line of said 32.335 acres and with a southerly line of said residue, with the arc of a curve to the left, having a radius of 135.00 feet, a delta angle of 34° 20' 09", a chord bearing of North 79° 04' 29" East and a chord distance of 79.70 feet to an iron pin found;

Thence, South 58° 10' 17" East, with a northerly line of said 32.335 acres and with a southerly line of said residue, a distance of 614.98 feet to an iron pin found in the northerly line of said 32.335 acres, being a southerly corner of said residue and being a southwesterly corner of that 1.185 acre tract conveyed to Zelkowitz Farms and Tower Site LLP in Deed Book 477, Page 16;

Thence, South 84° 09' 04" East, with a northerly line of said 32.335 acres and with a southerly line of said 1.185 acres, a distance of 199.95 feet to an iron pin found;

Thence, North 05° 56' 32" East, a distance of 34.64 feet to an iron pin found;

Thence, South 71 ° 31' 33" East, with a northerly line of said 32.335 acres and with a southerly line of said 1.185 acres, a distance of 320.22 feet to a survey nail found at the northeasterly corner of said 32.335 acres, the same being in the centerline of Upper Gilchrist Road;

Thence, South 05° 57' 33" West, with the easterly line of said 32.335 acres and with said centerline, a distance of 149.53 feet to a survey nail set:

Thence, the following fifteen (15) courses and distances across said 32.335 acres;

- 1) South 52° 33' 56" West a distance of 55.25 to an iron pin set;
- 2) North 83° 53' 52" West, a distance of 134.35 to an iron pin set;
- 3) With the arc of a curve to the left, having a radius of 112.00 feet, a delta angle of 46°40'43", a chord bearing of South 72°45'46" West and a chord distance of 88.74 to an iron pin set;
- 4) South 49° 25' 24" West, a distance of 41.67 to an iron pin set;
- 5) With the arc of a curve to the right, having a radius of 163.00 feet, a delta angle of 46°40'29", a chord bearing of South 72°45'39" West and a chord distance of 129.14 to an iron pin set;
- 6) North 83° 54' 07" West, a distance of 47.19 to an iron pin set;
- 7) North 00° 25' 04" East, a distance of 179.18 to an iron pin set;
- 8) North 83° 54' 07" West, a distance of 142.17 to an iron pin set;
- 9) South 06° 05' 53" West, a distance of 178.30 to an iron pin set;
- 10) North 83° 54' 07" West, a distance of 201.95 to an iron pin set;
- 11) North 03° 19' 10" East, a distance of 16.90 to an iron pin set;
- 12) North 83° 54' 38" West, a distance of 115.49 to an iron pin set;
- 13) South 06° 05' 22" West, a distance of 143.21 to an iron pin set;
- 14) South 28° 42' 12" East, a distance of 120.94 to an iron pin set;
- 15) South 83° 56' 52" East, a distance of 179.91 to an iron pin set;

Thence, South 05° 50' 08" West, a distance of 6.42 feet to an iron pin found at the northwesterly corner of that 3.122 acre tract conveyed to Steve and Phyllis Laughrey in Deed Book 505, Page 121;

Thence, South 05° 50' 08" West, with an easterly line of said 32.335 acres and with the westerly line of said 3.122 acres, a distance of 200.00 feet to an iron pin found at a southerly corner of said 32.335 acres, the southwesterly corner of said 3.122 acres and being; in a northerly line of said 20.29 acres;

Thence, North 83° 52' 24" West, with a southerly line of said 32.335 acres and with a northerly line of said 20.29 acres, a distance of 1031.33 feet to the TRUE PLACE OF BEGINNING.

Containing 26.055 acres of land, more or less.

PART 2 - 3.793 ACRES

Situated in the City of Mt. Vernon, Township of Monroe, County of Knox, State of Ohio, located in Section 17, Quarter Township 3, Township 7, Range 12, United States Military Lands and being 3.793 acres out of that 32.335 acre tract conveyed to UPPER GILCHRIST LLC in Official Record 982, Page 962 and being more particularly described as:

Commencing, for reference, at the southwesterly corner of said Section 17, the same being the southwesterly corner of the residue of that 89.226 acre tract conveyed to Earthworks, LLC in Official Record 950, Page 99; Thence, South 83° 52' 24" East, with the southerly line of said section and with the southerly line of said residue of 89.226 acres, a distance of 919.58 feet to a southeasterly corner of said residue, the same being a southwesterly corner of that 20.29 acre tract conveyed to Lawrence R. Sapp, Sr., Trustee in Official Record 987, Page 467;

Thence, North 06° 12' 52" East, with an easterly line of said residue and with the westerly line of said 20.29 acres, a distance of 495.79 feet to the northwesterly corner of said 20.29 acres;

Thence, South 83° 52' 24" East, with a southerly line of said residue and with the northerly line of said 20.29 acres, a distance of 89.66 feet to a ¾-inch iron pin found at the southwesterly corner of said 32.335 acres;

Thence, South 83° 52' 24" East, with a southerly line of said 32.335 acres and with a northerly line of said 20.29 acres, a distance of 1031.33 feet to an iron pin found at a southerly corner of said 32.335 acres, the southwesterly corner of that 3.122 acres tract conveyed to Steve and Phyllis Laughrey in Deed Book 505, Page 121 and being in a northerly line of said 20.29 acres;

Thence, North 05° 50' 08" East, with an easterly line of said 32.335 acres and with the westerly line of said 3.122 acres, a distance of 200.00 feet to an iron pin found at a southerly corner of said 32.335 acres;

Thence, South 83° 43' 52" East, a distance of 38.95 to an iron pin set at the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, North 05° 47' 40" East, a distance of 208.05 to an iron pin set:

Thence, South 83° 54' 07" East, a distance of 238.52 to an iron pin set;

Thence, with the arc of a curve to the left, having a radius of 187.00 feet, a delta angle of 46° 40' 29", a chord bearing of North 72° 45' 39" East and a chord distance of 148.16 to an iron pin set;

Thence, North 49° 25' 24" East, a distance of 41.67 to an iron pin set:

Thence, With the arc of a curve to the right, having a radius of 88.00 feet, a delta angle of 46° 40' 43", a chord bearing of North 72° 45' 46" East and a chord distance of 69.73 to an iron pin set;

Thence, South 83° 53' 52" East, a distance of 134.17 to an iron pin set;

Thence, South 40° 45' 04" East, a distance of 55.57 to a survey nail set in the easterly line of said 32.335 acres, the same being in the centerline of Upper Gilchrist Road;

Thence, South 05° 57' 33" West, with said easterly line and with said centerline, a distance of 288.57 to a survey nail found at the southeasterly corner of said 32.335 acres, the same being the northeasterly corner of said 3.122 acres:

Thence, North 83° 43' 52" West, with a southerly line of said 32.335 acres and with the northerly line of said 3.122 acres, a distance of 641.48 to the TRUE PLACE OF BEGINNING.

Containing 3.793 acres of land, more or less.

"PART 1" (26.055 acres) and "PART 2" (3.793 acres) combined equal 29.848 acres, the total acreage for the above description of THE VILLAGE OF COLONIAL WOODS CONDOMINIUMS, ADDITIONAL PROPERTY.

Subject to all easements, restrictions, and rights-of-way of record.

The bearings shown on this exhibit correspond to the bearing of South 05° 57' 33" West, as given for the centerline of Upper Gilchrist Road in Official Record 982, Page 962.

All iron pins set are 3/4" inch iron pipe with a yellow plastic cap stamped "HOY SURV. - P.S. 7313".

All references are to records of the Recorder's Office, Knox County, Ohio.

Exhibit B

DEVELOPER PROPERTY LEGAL DESCRIPTION

EXHIBIT B

**DESCRIPTION
7.327 AC PARCEL**

Situated in the City of Mt. Vernon, County of Knox, State of Ohio, located in Section 17, Quarter Township 3, Township 7, Range 12, United States Military Lands and being the remnant of that 22.241 tract conveyed to EJ MT. VERNON PARTNERS, LLC in Official Record Volume 1340, Page 673, all references are the Records of the Knox County Recorder, said parcel being further described as follows:

Commencing for reference at a 5/8" dia. iron pin found at the southwest corner of said Section 17, said point also being the southwest corner of the Schlabach Builders, LTD, 56.710 acre parcel as recorded in Volume 1872, Page 725 of the Official Records;

Thence, South 86° 46' 28" East, 919.55 feet, along the south line of said Schlabach Builders 56.710 acre parcel, to a 5/8" dia. iron pin found at the southwest corner of the Lawrence R. Sapp, Sr, Trustee parcel, as recorded in Volume 987, Page 467 of the Official Records;

Thence, North 03° 18' 38" East, 496.29 feet, along the west of said Sapp parcel, to a 5/8" dia. iron pin found;

Thence, South 86° 46' 23" East, 348.98 feet, along the north line of said Sapp, passing a 5/8" dia. iron pin found at 89.53 feet, to a 5/8" dia. iron pin found at the southeast corner of the Schlabach Builders, LTD, 14.900 acre parcel, as recorded in Volume 1873, Page 132 of the Official Records, said point also being the **True Point of Beginning** for the parcel herein described;

Thence along the eastern and southern boundary of said Schlabach Builders, LTD, 14.900 acre parcel, the following seven (7) courses:

North 03° 34' 47" East, 393.66 feet, to a 5/8" dia. iron pin found;

North 67° 51' 11" East, 126.35 feet, to a 5/8" dia. iron pin found;

South 86° 48' 27" East, 375.00 feet, to a 5/8" dia. iron pin found;

North 49° 49' 53" East, 41.24 feet, to a 5/8" dia. iron pin found;

North 86° 42' 51" East, 111.91 feet, to a 5/8" dia. iron pin found;

North 03° 05' 26" West, 185.00 feet, to a 5/8" dia. iron pin found;

North 86° 36' 23" East, 265.62 feet, to a 5/8" dia. iron pin found on the north line of The Village of Colonial Woods Condominiums, First Amendment, as recorded in Plat Cabinet C, Page 72 of the Plat Records;

Thence, South 46° 19' 06" West, 349.74 feet, along the north line of said The Village of Colonial Woods Condominiums, First Amendment, to an iron pin set at the northeast corner of The Village of Colonial Woods Condominiums, as recorded in Plat Cabinet C, Page 52 of the Plat Records;

Thence along the boundary of said The Village of Colonial Woods Condominiums, the following five (5) courses:

North 86° 47' 27" West, 115.48 feet, to a 5/8" dia. iron pin found;

South 03° 12' 48" West, 143.21 feet, to a 5/8" dia. iron pin found;

South 31° 34' 46" East, 120.94 feet, to a 5/8" dia. iron pin found;

South 86° 49' 26" East, 179.90 feet, to a 5/8" dia. iron pin found;

South 02° 57' 40" West, 6.19 feet, to a 3/4" O.D. iron pipe found at the northwest corner of the Keith D. Fawcett & Nicole J. Fawcett parcel, as recorded in Volume 1702, Page 540 of the Official Records;

Thence, South 02° 57' 40" West, 199.56 feet, along the west line of said Fawcett parcel to an iron pin set on the north line of said Sapp parcel

Thence, North 86° 46' 23" West, 771.74 feet, along the north line of said Sapp parcel to the **True Point of Beginning**.

Containing 7.327 acres, more or less, subject to all legal highways, all limitations of public access to highways, leases, zoning regulations, easements of record and restrictive covenants.

Bearings are based on State Plane Grid, North Zone NAD83(2011).

All iron pins set are 5/8" dia. x 30" long, rebar with Orange ID Cap.

PN 71-00001.022

This Description is based on a survey made under the direct supervision of Todd D. Willis in January 2022, Reg. Surveyor No. 7996. Phone No. 740-739-4030, Willis Engineering & Surveying.

Todd D. Willis
2-01-2022



Exhibit C**EXAMPLES OF POTENTIAL COSTS**

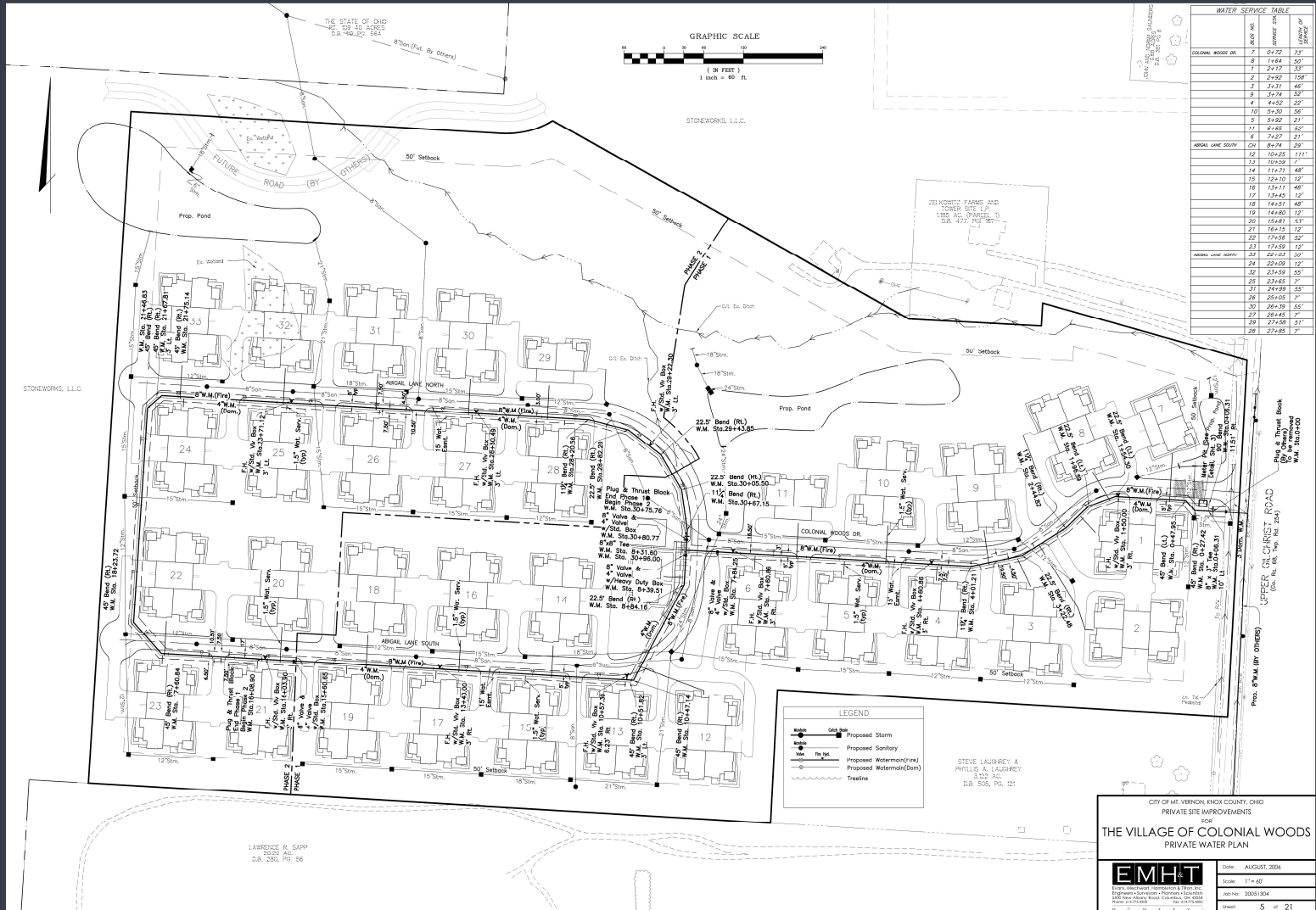
OCT.2022 __ \$14,025 (completed actual paid by CWCA).
OCT.2025 __ $\$15,620 \times 31.624\% \times 60\% \times 16 \text{ estimated}/32 \text{ Units} = \$1,482$.
OCT.2028 __ $\$16,620 \times 31.624\% \times 60\% \times 32 \text{ estimated}/32 \text{ Units} = \$3,154$.
OCT.2031 __ $\$17,590 \times 31.624 \times 60\% \times 32/32 = \$3,338$.
OCT.2034 __ $\$18,665 \times 31.624 \times 60\% \times 32/32 = \$3,542$.
OCT.2037 __ $\$19,810 \times 31.624 \times 60\% \times 32/32 = \$3,759$.
Followed by probable road replacement:
OCT.2040 __ $\$519,200 \times 31.624 \times 60\% \times 32/32 = \$98,575$.

In addition, it may be necessary to seal cracks that develop on an annual basis. The estimate for MAY.2023 is \$3,250 which CWCA will pay. That number is not intended to be an indication of future needs. However, for estimating purposes:

OCT.2024 __ $\$3,445 \times 31.624\% \times 60\% \times 8 \text{ estimated}/32 \text{ Units} = \164 .
OCT.2026 __ $\$3,620 \times 31.624\% \times 60\% \times 20 \text{ estimated}/32 \text{ Units} = \429 .
OCT.2027 __ $\$3,692 \times 31.624\% \times 60\% \times 28 \text{ estimated}/32 \text{ Units} = \613 .
OCT.2029 __ $\$3,842 \times 31.624\% \times 60\% \times 32 \text{ estimated}/32 \text{ Units} = \729 .
OCT.2030 __ $\$3,918 \times 31.624\% \times 60\% \times 32/32 = \743 .
OCT.2032 __ $\$4,077 \times 31.624\% \times 60\% \times 32/32 = \774 .
OCT.2033 __ $\$4,158 \times 31.624\% \times 60\% \times 32/32 = \789 .
OCT.2035 __ $\$4,326 \times 31.624\% \times 60\% \times 32/32 = \821 .
OCT.2036 __ $\$4,413 \times 31.624\% \times 60\% \times 32/32 = \837 .
OCT.2038 __ $\$4,591 \times 31.624\% \times 60\% \times 32/32 = \871 .
OCT.2039 __ $\$4,683 \times 31.624\% \times 60\% \times 32/32 = \889 .

THE VILLAGE AT COLONIAL WOODS

APPROVED PLAN



MINOR MODIFICATION

- MINOR MODIFICATIONS DO NOT NEED TO BE RESUBMITTED TO COUNCIL
- “SUCH MODIFICATION SHALL NOT INCREASE THE OVERALL DENSITY OF THE SITE OR CHANGE THE ESSENTIAL CHARACTER OF THE APPROVED PLAN.” - §1163.03
- THIS PROPOSED MODIFICATION DOES NEITHER
- MANY OF THESE PROPERTIES WERE BUILT UNDER THE PREVIOUS PLAN AND ARE ALREADY OCCUPIED
- THE UTILITIES FOR THE REMAINING PROPERTIES ARE ALREADY IN PLACE

MINOR MODIFICATION IS UNDEFINED

- FAIRBORN, OHIO HAD A SIMILAR STATUTE, BUT DEFINED MINOR MODIFICATION
- “MINOR PLAN CHANGES **ALTERING THE NUMBER**, SIZE OR USE OF LAND, BUILDINGS, ... OR ANY OTHER SUBSTANTIVE CHANGES MAY BE AUTHORIZED BY THE PLANNING BOARD IF IT DEEMS THE CHANGES ARE **CONSISTENT WITH THE PURPOSE AND GENERAL CHARACTER OF THE APPROVED DEVELOPMENT PLAN.**”
 - TREBEIN LTD. ADK, LLC V. CITY OF FAIRBORN, 2015-OHIO-2559 (CT. APP.)
- THESE CHANGES ARE CONSISTENT WITH THE PURPOSE AND GENERAL CHARACTER OF THE APPROVED DEVELOPMENT PLAN.

THESE CHANGES SHOULD BE CONSIDERED MINOR MODIFICATIONS

- NO CHANGES ARE BEING MADE TO THE PLAN BEYOND THE SCOPE OF THE DEVELOPMENT, WHICH IS SHRINKING
- THE LOCATION AND SPECS FOR EVERY BUILDING ARE REMAINING THE SAME

ALL ISSUES BETWEEN COLONIAL WOODS AND EJ MT. VERNON PARTNERS, LLC HAVE BEEN RESOLVED

From: Robert Meldrum <dudley120cwg@gmail.com>
Date: 10/11/23 11:58 AM (GMT-05:00)
To: dsm@mountvernonohio.org
Cc: Linda Kay Rex <lkdrex@gmail.com>, Dean Donaldson <dean43050@gmail.com>, Eriech Horvath <EHorvath@stoneworksllc.com>
Subject: Municipal Planning Commission meeting

Hi Lacie—Just wanted you to know that Colonial Woods Residents have received the notice regarding a meeting on Thursday, October 26, 2023, for the Development Plan by EJ MT Vernon Partners for the property beside and behind us. Unfortunately, I will be out of State and cannot attend. However, Linda Kay Rex (President) and Dean Donaldson (Treasurer) from our Board of Directors will be attending as well as possibly others.

Just for the record, we have a signed Cost Sharing Agreement which I brought to your office and Brian Ball copied it to you. After that I had it recorded at the Knox County Records office and sent a copy to Eriech Horvath at Stoneworks. The other unfinished building corrections by the Developer, Eriech Horvath, have been completed so all is well at the present time. Thank you, Brian Ball and The Planning Commission for your guidance in this process. Later—Bob Meldrum, Colonial Woods Condominium Association Board Member

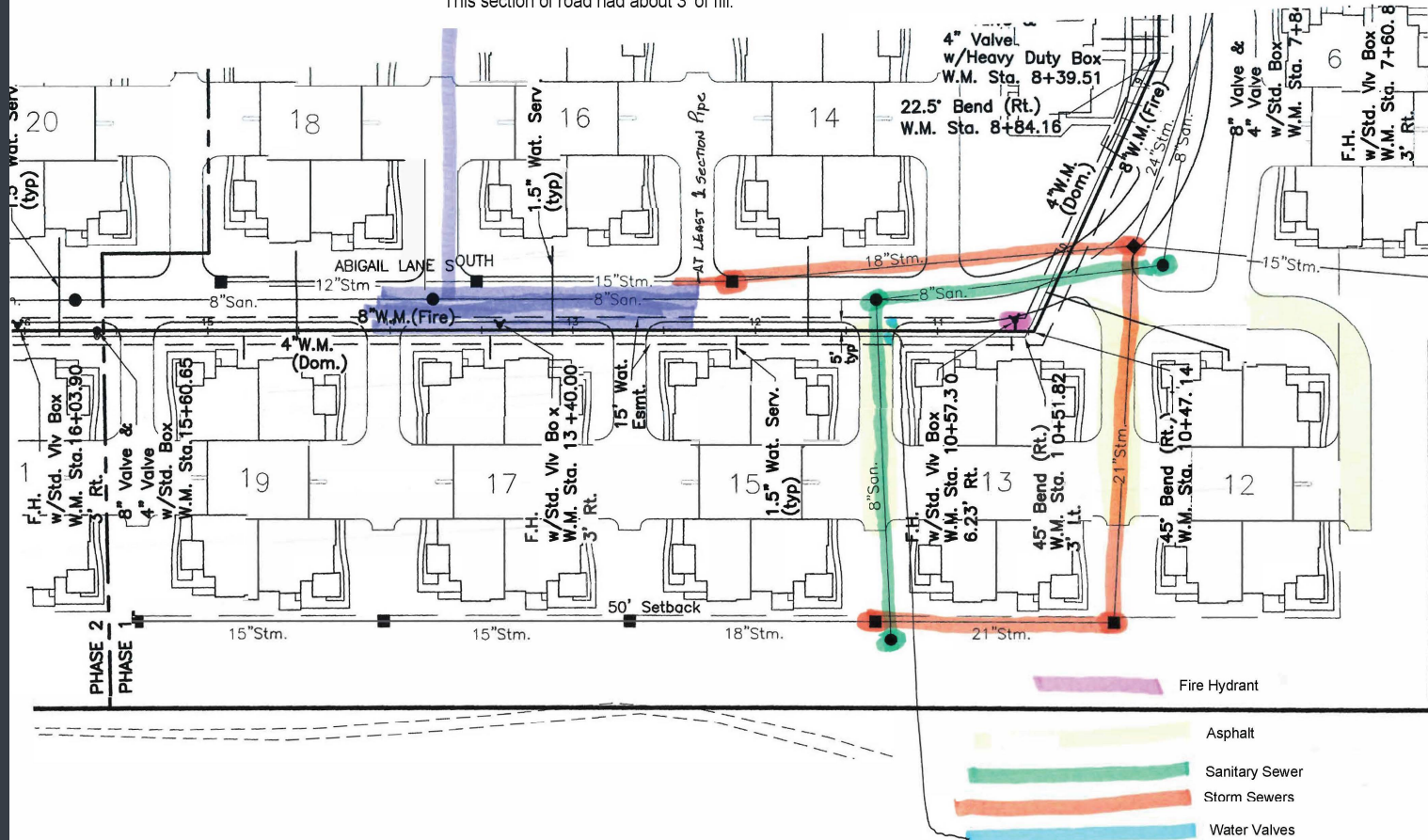
Sent from my iPad

AGREEMENT BETWEEN COLONIAL WOODS AND EJ MT. VERNON PARTNERS, LLC

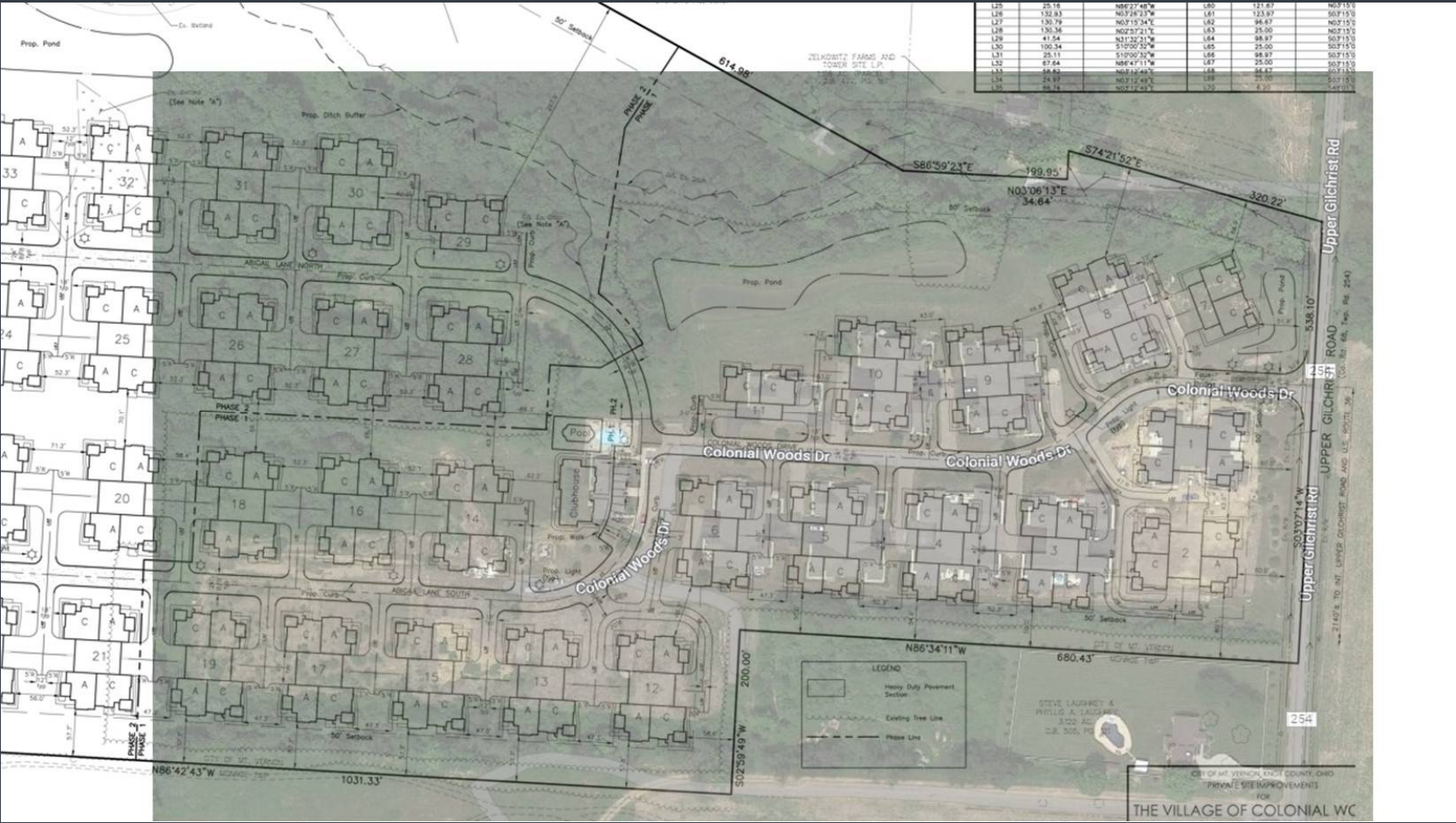
- THE AGREEMENT PROVIDES FOR AN EASEMENT OVER COLONIAL WOODS ROADS.
- REAFFIRMS THE EASEMENT FOR UTILITY CONNECTIONS, AND ANTICIPATES A CONNECTION OF STORM SEWER SYSTEMS
- INCLUDES A COST SHARING ARRANGEMENT FOR ROAD MAINTENANCE AND THE RETENTION POND
- PROVIDES THAT FUTURE HOME OWNERS ASSOCIATION WILL NOT BE ASSOCIATED WITH COLONIAL WOODS

THE NECESSARY UTILITIES ARE ALREADY IN PLACE

This section of road had about 3' of fill.



ORIGINAL PLAN



Attachment: MV Presentation Updated 10.2023 (3723 : 2023-Mpc-03)



Municipal Planning Commission
40 Public Square
Mount Vernon, OH 43050

Meeting: 10/26/23 4:00 PM

Dept: **Municipal Planning Commission**

SCHEDULED

Category: N/A

Prepared By: Lacie Blankenhorn

Initiator: Lacie Blankenhorn

MPC ITEM (ID # 3891)

DOC ID: 3891

2023-MPC-23 : BYLAWS

Consider proposed Bylaws for adoption.

COMMENTS - Current Meeting:

Starr said no determinations are needed tonight.

(Hawkins left the meeting. A quorum of 4 remained.)

Starr said the Administration wants each commission and board to have their own independent bylaws. It will help out with recruiting and also with the clarification of roles and so forth.

Salyers moved to table the consideration of the bylaws to the December meeting. Ellsworth seconded; voting was AIF. There will not be a meeting in November.

RESULT: TABLE

Next: 12/14/2023 4:00 PM



BYLAWS OF THE

Municipal Planning Commission for the City of Mount Vernon, Ohio

ARTICLE 1. NAME

The name of the board is *MUNICIPAL PLANNING COMMISSION*.

ARTICLE 2. PURPOSE AND DUTIES

(A) The Planning Commission shall:

- (a) Review proposed amendments to Zoning Districts and/or the Zoning District Map and make recommendations to Council.
- (b) When appropriate, initiate proposed amendments to the Zoning Ordinance and Map.
- (c) Review, approve or disapprove subdivision plats and development plans for Planned District applications, with reference to the provisions of the Zoning Ordinance and the Subdivision Regulations of the City. Upon a request for a modification of an approved subdivision plat or development plan of a Planned District, notice of such request shall be served upon all adjacent property owners by ordinary U.S. mail.
- (d) Carry out all other powers and duties conferred upon it by this Zoning Ordinance or other City Ordinances and the laws of the State of Ohio. (Ord. 2014-08. Passed 4-28-14.)

(B) The planning commission established under section [713.01](#) of the Revised Code shall make plans and maps of the whole or any portion of the municipal corporation, and of any land outside thereof, which, in the opinion of the commission, is related to the planning of the municipal corporation, and make changes in such plans or maps when it deems it advisable. Such maps or plans shall show the commission's recommendations for the general location, character, and extent of streets, alleys, ways, viaducts, bridges, waterways, waterfronts, subways, boulevards, parkways, parks, playgrounds, aviation fields

and other public grounds, ways, and open spaces; the general location of public buildings and other public property; the general location and extent of public utilities and terminals, whether publicly or privately owned or operated, for water, light, sanitation, transportation, communication, power, and other purposes; and the removal, relocation, widening, narrowing, vacating, abandonment, change of use of or extension of such public ways, grounds, open spaces, buildings, property, utilities, or terminals. With a view to the systematic planning of the municipal corporation, the commission may make recommendations to public officials concerning the general location, character, and extent of any such public ways, grounds, open spaces, buildings, property, utilities, or terminals. As the work of making the whole plan progresses, the commission may from time to time adopt and publish any part thereof, and such part shall cover one or more major sections or divisions of the municipal corporation or one or more of the functional matters to be included in the plan. The commission may from time to time amend, extend, or add to the plan. This section does not confer any powers on the commission with respect to the construction, maintenance, use, or enlargement of improvements by any public utility or railroad on its own property if such utility is owned or operated by an individual, partnership, association, or a corporation for profit.

- (C) The planning commission may accept, receive, and expend funds, grants, and services from the federal government or its agencies, from departments, agencies, and instrumentalities of this state or any adjoining state or from one or more counties of this state or any adjoining state or from any municipal corporation or political subdivision of this or any adjoining state, including county, regional, and municipal planning commissions of this or any adjoining state, or from civic sources, and contract with respect thereto, either separately or jointly or cooperatively, and provide such information and reports as may be necessary to secure such financial aid.
- (D) The commission may control, preserve, and care for historical landmarks; control, in the manner provided by ordinance, the design and location of statutory and other works of art, which are the property of the municipal corporation; control the removal, relocation, and alteration of any such works; and control the design of harbors, bridges, viaducts, street fixtures, and other public structures and appurtenances.
- (E) Public Grounds and Structures.
 - (a) Whenever the commission makes a plan of the municipal corporation, or any portion thereof, no public building or structure, street, boulevard, parkway, park, playground, public ground, canal, river front, harbor, dock, wharf, bridge, viaduct, tunnel, or other public way, ground, works, or utility, whether publicly or privately owned, or a part thereof, shall be constructed or authorized to be constructed in the municipal corporation or planned portion thereof unless the location, character, and extent thereof is

approved by the commission. In case of disapproval the commission shall communicate its reasons therefore to the legislative authority of the municipal corporation and to the head of the department which has control of the construction of the proposed improvement or utility. The legislative authority, by a vote of not less than two-thirds of its members and of such department heads, together may overrule such disapproval.

- (b) If such public way, ground, works, building, structure, or utility is an authorization or financing of which does not, under the law or charter provisions governing it, falls within the province of a municipal legislative authority or other municipal body or official, the submission to the commission shall be by the state, school, county, district, or township official, board, commission, or body having such jurisdiction, and the commission's disapproval may be overruled by such official, board, commission, or body by a vote of not less than two-thirds of its membership.
- (c) The narrowing, ornamentation, vacation, or change in the use of streets and other public ways, grounds, and places shall be subject to similar approval, and disapproval may be similarly overruled. The commission may make recommendations to any public authorities or to any corporations or individuals in such municipal corporations or the territory contiguous thereto, concerning the location of any buildings, structures, or works to be erected or constructed by them.

ARTICLE 3. MEMBERSHIP

- (A) The legislative authority of each city may establish a commission of five members, consisting of the mayor, the director of public service, two citizens of the municipal corporation, and one public member who shall serve without compensation and shall be appointed by the mayor for a term of six years, except that the term of one of the members of the first commission shall be for four years and one for two years.
- (B) The Mayor shall also appoint two alternate members, with the approval of City Council, who may be called upon to hear matters before the Municipal Planning Commission if a member is unavailable or has a conflict of interest. Each appointed member shall serve until his or her successor is appointed and qualified. (ORC 713.01)
- (C) The Mayor shall fill any vacancies in the Municipal Planning Commission by appointing a new member to the unexpired term of the previous member.
- (D) The public members appointed under this section need not be residents of the

municipal corporation but shall be residents of the county in which the municipal corporation is located or a township that is adjacent to the county. For purposes of this section, all members of a planning commission are subject to section [2921.42](#) of the Revised Code.

- (E) Whenever a planning commission is appointed under this section, it shall have all the powers conferred in section [735.15](#) of the Revised Code.
- (F) Members of the Municipal Planning Commission shall serve without pay. (Ord. 1990-11. Passed 4-16-90.)
- (G) An individual board member may not act in an official capacity except through the action of the board.
- (H) Members are expected to let the City Clerk know if there are any conflicts of interest regarding the business set forth on the agenda or that may arise in a meeting.
- (I) Attendance - members are expected to let the City Clerk know if they are not able to attend the meetings.
- (J) The chair, or in his absence the vice-chair, shall advise Council by letter if any Municipal Planning Commission member has absented himself from all meetings held during any period of ninety consecutive days or who has absented himself from a total of one-fourth of the regular meetings during a calendar year. Council shall consider removing such a member.
- (K) A member who seeks to resign from the Commission shall submit a written resignation to their appointing authority. If possible, the resignation should allow for a thirty day notice so the appointing authority can appoint a replacement.

ARTICLE 4. OFFICERS

- (A) The officers of the board shall consist of the Mayor as chair and the Safety-Service Director as vice-chair.

ARTICLE 5. DUTIES OF OFFICERS

- (A) The chair shall preside at board meetings.
- (B) In the absence of the chair, the vice-chair shall perform all duties of the chair.

ARTICLE 6. AGENDAS

- (A) Upon receipt of application, the Zoning Enforcement Officer or his designee shall place the application on the agenda for the Municipal Planning Commission at its next regular meeting following ten days from the date the application is filed. The Zoning Enforcement Officer (or designee) shall further cause to be published in a newspaper of general circulation in the City, a public notice of the scheduled hearing of the application together with a general description of the nature of the application. The applicant shall be notified by mail of the date of the hearing.
- (B) Agendas are published on the City's website.

ARTICLE 7. MEETINGS

- (A) The Commission meetings shall comply with the Ohio Open Meetings Act (ORC 121.22).
- (B) Commission meetings shall be governed by Robert's Rules of Order.
- (C) The Commission may not conduct an executive session without the approval of the Law Director.
- (D) The Commission shall meet monthly on the second Thursday of the month at 4:00 p.m. in Council Chambers (40 Public Square) or when it is required to meet in order to comply with a legal deadline. At times, the Municipal Planning Commission may meet immediately following the Historical Review Commission which is scheduled at the same time and location.
- (E) No later than December of each year, the board shall adopt a schedule of the meetings for the upcoming year, including makeup meeting dates for the holidays and canceled meetings.
- (F) The chair may call a special meeting, and the chair shall call a special meeting if requested by two or more members. The call shall state the purpose of the meeting.
- (G) Three members constitute a quorum.

- (H) If a quorum for a meeting does not convene within twenty (20) minutes of the posted time for the meeting, then the meeting may not be held.
- (I) To be effective, a board action must be adopted by an affirmative vote of the majority of the members present.
- (J) The Municipal Planning Commission may allow time for public comments during the meeting. The Chair may limit the length of time of any individual speaker.
- (K) The Zoning Enforcement Officer (or designee) shall prepare the Commission minutes. The minutes of each Commission meeting must include the vote of each member on each item before the Commission and indicate whether a member is absent or failed to vote on an item.
- (L) The city shall retain documents of the Municipal Planning Commission pursuant to its written records retention policy as approved by the Ohio History Connection.
- (M) Each person and Commission member attending a Commission meeting should act appropriately and professionally.

ARTICLE 8. PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order shall govern the board in all cases to which they are applicable, except when inconsistent with these bylaws.

ARTICLE 9. AMENDMENT OF BYLAWS

A bylaw amendment is not effective unless approved by a majority of the Municipal Planning Commission. Amendments may not apply to those provisions within the bylaws that carry state statutory requirements as outlined in the ORC.

The Municipal Planning Commission bylaws were approved by the Municipal Planning Commission meeting held on _____ (date/time) at CITY HALL, 40 PUBLIC SQUARE, MOUNT VERNON, OHIO (location) .

(Signature of Municipal Planning Commission Chair)

Municipal Planning Commission members present: