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DECLARATION

OF

COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR

EVANS FARM NCA
DELAWARE COUNTY, OHIO

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DECLARATION OF EVANS FARM NEW COMMUNITY AUTHORITY COVENANTS AND RESTRICTIONS

This DECLARATION OF EVANS FARM NCA COVENANTS AND RESTRICTIONS is made on this 24th day of October 2017, by EVANS FARM LAND DEVELOPMENT COMPANY, LLC, an Ohio limited liability company (the "Private Developer").

Private Developer is the owner or in control of certain real estate located in Delaware County, Ohio particularly described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated herein by reference (the "Initial Property") and may from time to time pursuant to Article III hereof subject other real estate in the vicinity of the Initial Property (the "Additional Property" and, collectively with the Initial Property, the "Property") to this Declaration. Private Developer makes this Declaration for the purposes hereinafter set forth (the Initial Property being all of the Property unless and until any other real estate is so added). The Private Developer has purchased or is under contract to purchase a portion of the Property from Evans Farm Delaware, LLC, an Ohio limited liability company, Old State Farm LLC, an Ohio limited liability company, and Wayne E. Piatt, Trustee of the Wayne E. Piatt Trust dated October 15, 2007 (collectively, the "Seller"). The Seller has consented to the terms of this Declaration and the recordation thereof pursuant to Exhibit C attached hereto.

Private Developer hereby declares that the Property shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions which shall constitute covenants running with the Property and shall be binding upon all parties now or hereafter having any right, title or interest in the Property or any part thereof and all such persons, including their respective heirs, personal and legal representatives and successors and assigns, acquiring any right, title or interest therein, and as a part of the consideration therefor, agree that their right, title and interest in the. Property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the Restrictions.

ARTICLE I
PURPOSE AND INTENT

The Property is part of a New Community District which has been formed in accordance with. Chapter 349, for which the Private Developer initiated the proceedings for the organization of a New Community Authority in accordance with Chapter 349. Private Developer desired the creation of the New Community District and the organization of the New Community Authority for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community of approximately 1,159.6 acres in Orange Township, Ohio and Berlin Township, Ohio in southern Delaware County, Ohio through the implementation of a New Community Development Program. Private Developer anticipates that the costs of carrying out the New Community Development Program, including debt service on any New Community bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge by each Owner of a Chargeable Parcel.

In order to provide for the District, the implementation of the Community Authority's New Community Development Program, and the establishment and payment of the Community Development Charge, this Declaration is for the purpose of creating covenants running with the land pursuant to which all persons now or hereafter having any right, title or interest in the Property or legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the restrictions, including, but not limited to, the obligation of an Owner of each Chargeable Parcel to pay the Community Development Charge applicable thereto. The Restrictions and this Declaration are imposed for the benefit of the New Community District and the Community Authority.

ARTICLE II
DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration including the preambles, unless the context otherwise requires, the following words shall mean respectively:

2.01. Assessed Valuation.

(a) "Assessed Valuation" means, as to any Chargeable Parcel with respect to any year for which the Community Development Charge is being collected, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate of the Auditor of Delaware County, Ohio, for the preceding year and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including but not limited to reductions for persons 55 years of age or older pursuant to Section 2. of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05 hereof. If by reason of any change of law, rate, or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less than thirty-five percent of true value of the real property assessed, then upon determination by the Board "Assessed Valuation" shall mean the assessed valuation shown on the duplicate adjusted to equal thirty-five percent of true value. If the assessed valuation listed on the tax duplicate of the Auditor of Delaware County, Ohio, far the preceding year does not reflect the completed value of a single-family resident on a Parcel and a building permit for a single-family residence has been issued by a governmental authority for that Parcel, then, solely at the Board's discretion, "Assessed Valuation" shall mean the cost of the single-family residence stated on the building permit.

(b) If the Auditor of Delaware County, Ohio, and any other official authorized by Ohio law to assess real estate in. Delaware County, shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor of Delaware County, Ohio, for the preceding year for a Parcel, "Assessed Valuation" shall mean, as to any Chargeable Parcel for each year thereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion by such criteria as the Board may establish from time to time subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor's tax duplicate with respect to any year, "Assessed Valuation" shall be determined by the Board equitably apportioning to such Chargeable Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

2.02. Board. "Board" means the Board of Trustees of the Community Authority.

2.03. Chapter 349. "Chapter 349" means Chapter 349 of the Ohio Revised Code.

2.04. Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon.

2.05. Chargeable Property. "Chargeable Property" means the Property together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements of the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio;

(b) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio law provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority; and

(c) all parcels owned by the Private Developer or the Seller on which no commercial or residential structure (including condominiums) has been constructed and for which a certificate of occupancy has not been issued, provided that for any parcel on which only condominiums are to be constructed, only that portion of the parcel corresponding to the ratio between the percentage of condominium units for which a certificate of occupancy has been issued and the final number of condominium units to be constructed on the parcel shall be deemed to be Chargeable Property.

(d) all parcels owned by the Private Developer or the Seller that, as of the signing this Declaration, are improved with existing structures, but only until such time as such parcels are further improved and developed with new structures.

2.06. Community Authority. "Community Authority" means Evans Farm New Community Authority, a body corporate and politic established for the District pursuant to Chapter 349.

2.07. Community Development Charge. "Community Development Charge" means the charge established in Articles IV and V hereof, including all applicable penalties and interest pertaining to any unpaid amount.

2.08. Declaration. "Declaration" means this Declaration of Evans Farm NCA Covenants and Restrictions made September ___, 2017, as the same may from time to time be amended or supplemented in the manner prescribed in Articles III or IX hereof.

2.09. Development Period. "Development Period" means the period commencing on the date on which this Declaration is Recorded and ending on the date all members of the Board are scheduled to be elected citizen members pursuant to Section 349.04 of the Revised Code as it exists on the date hereof.

2.10. District. "District" or "New Community District" means the New Community District for The Evans Farm NCA created pursuant to Chapter 349.

2.11. Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article VI hereof.

2.12. Late Payment Rate. "Late Payment Rate" means the 'federal short term rate" determined pursuant to Section 5703.47(A) of the Revised Code, rounded to the nearest whole number percent, plus three percent.

2.13. Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (i) fee simple; (ii) reversion; (iii) remainder; or (iv) leasehold estate of 75 years or more, but shall not include the Community Authority.

2.14. Parcel. "Parcel" means such parcel of the Property which has a separate listing on the tax duplicate prepared by the Auditor of Delaware County, Ohio, or on the records of any other official authorized by Ohio law to assess real estate in Delaware County, Ohio. Should each unit of a residential condominium not have a separate listing on the tax duplicate as provided above, then until such time, each condominium unit chargeable by its condominium association for such unit's share of that parcel's real property taxes shall also be considered a "Parcel".

2.15. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) is conducting a professional, commercial or industrial activity or any other activity permitted by law and conducted for profit or by a nonprofit organization. A contractor who is an Owner or Tenant shall have a Place of Business at each of his/her construction or work sites on the Property. Each landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of such landlord or sublandlord, shall have a Place of Business at the Parcel.

2.16. Place of Residence. "Place of Residence" means the place on the Property in which a person's habitation is fixed, and to which, whenever he/she is absent, he/she has the intention) of returning. A person shall not be considered to have lost his/her Place of Residence by leaving it temporarily with the intention) of returning.

2.17. Private Developer. "Private Developer" means Evans Farm Land Development Company, LLC, an Ohio limited liability company; and any successors in interest. A person or entity shalt be deemed a successor in interest of the Private Developer only if specifically so designated in a duly recorded written

instrument as a successor or assign of the Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of the Private Developer only as to the particular rights or interests of the Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the recorded written instrument.

2.18. Recorded. "Recorded" means filed for record in the office of the Recorder of Delaware County, Ohio, or in such other office as may be provided by law for the recordation of instruments conveying lands in Delaware County, Ohio.

2.19. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including, without limitation, a partnership or an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended.

2.20. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.21. Secretary. "Secretary" means the person serving as the secretary of the Board, or any other person designated by the Board in his/her place to receive service of process.

2.22. Tenant. "Tenant" means any person or entity (a) occupying any Parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner, (b) by permission of the Owner or with any other person or entity claiming under the Owner, or (c) under a tenancy at will or sufferance.

2.23. Terms Defined in Chapter 349. The terms "Community Facilities", "Land Development", "New Community", "New Community Authority", "New Community Development Program", and "New Community District" have the meanings given in Section 349.01 of the Revised Code.

ARTICLE III
EXPANSION

Additional Property may from time to time be subjected to this Declaration and the Restrictions by the Private Developer recording a supplemental Declaration describing the Additional Property and subjecting it to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners or compliance with the provisions of Article IX hereof. Any such expansion shall be effective upon such supplemental Declaration being Recorded unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration. All owners, successors and assigns to any of the Property shall take such Property subject to this Declaration for so long as such Declaration is in effect.

ARTICLE IV
COVENANT FOR COMMUNITY DEVELOPMENT CHARGE

4.01. Community Development Charge Covenant. The Private Developer as the original Owner of each Parcel hereby covenants, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefor, shall covenant and be deemed to covenant, to pay or secure the payment of the Community Development Charge applicable to the Owner's Chargeable Parcel to the Community Authority as provided in Articles IV arid V hereof. The Private Developer and each Owner agrees that every purchase agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Revised Code, specifically refer to the Community Development Charge and identify the instrument number in the deed records in which this Declaration is Recorded.

4.02. Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of the acquisition, development, construction, operation and maintenance of land, Land Development and Community Facilities, the debt service therefor and all other costs incurred by the Community Authority in the exercise of its powers pursuant to Chapter 349 (including without limitation the reimbursement of loans, advances or expenditures made to or by the Private Developer for such purposes), and shall not be used for any other purpose.

4.03. Creation of Lien and Personal Obligation of Community Development Charge. The Community Development Charge shall be a charge and lien on each Chargeable Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, both to the extent and for the period provided in Article V hereof.

4.04. Enforcement of Lien and Collection of Charge. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of Ohio. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorney's fees. In any such foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor of Delaware County, Ohio, for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

ARTICLE V
COMMUNITY DEVELOPMENT CHARGE

5.01. Establishment of Community Development Charge: Effective Date. There is hereby established for the benefit of the Community Authority, as a charge on each Chargeable Parcel, an annual Community Development Charge based upon the Assessed Valuation of such Chargeable Parcel, which may be expressed as a number of mills (one mill equals 1/10 of 1%) as determined in Section 5.02 hereof multiplied by each dollar of the Assessed Valuation thereof. Such Community Development Charge shall be paid to the Community Authority by the Owner of each such Chargeable Parcel in the manner provided in this Article. Such charge shall be levied and paid on each Chargeable Parcel from its first imposition on that Chargeable Parcel.

5.02. Amount or Community Development Charge. Subject to waiver, reduction or termination of the Community Development Charge as provided in Sections 6.03 and 6.04, the amount of the approved Community Development Charge for each Chargeable Parcel shall be equal to 10.00 mills.

5.03. Payment. One-half of the annual Community Development Charge for each Chargeable Parcel shall be due and payable semiannually on due dates determined by the Board; provided that if permitted by law the Board may provide for or require such payment to be made on a monthly, bimonthly or quarterly basis. Each installment shall be paid within the time prescribed by the Board. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis. If Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board may increase the frequency of such installments accordingly.

Notwithstanding the foregoing, (a) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Community Development Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (b) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Community Development Charge installments with respect thereto directly to the lender; provided, however, that the obligation to pay the Community Development Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Community Development Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel for which any installment of the Community Development Charge: (1) is not paid on or before the due date or dates established by the Board pursuant to Section 5.03, or (2) if such Community Development Charge was certified to the Auditor of Delaware County for collection on the tax duplicate pursuant to Section 4.04, is not paid on or before the dates for payment of real property taxes prescribed by Chapter 323 of the Revised Code, there shall be added to the

installment (a) a penalty of ten percent (10%) thereof (imposed at the same time that penalties for delinquent real property taxes are imposed pursuant to Chapter 323 of the Ohio Revised Code), (b) interest (imposed at the same time that interest on delinquent real property taxes is imposed pursuant to Chapter 323 of the Ohio Revised Code) on the sum of (A) the amount of such installment, (B) the interest that has accrued thereon for more than six months and (C) the penalty until paid at the greater of (i) the Late Payment Rate or (ii) ten percent per year (or the maximum rate permitted under Ohio's usury laws, whichever is lower), and (c) any costs of the Community Authority incurred in connection with the enforcement of the Community Development Charge or any penalties, interests or costs thereon, including reasonable attorney fees. Any payments of less than the full amount shall be credited first against the penalty and second against the interest accrued to the date of payment. The applicable penalties, interest and costs are part of the Community Development Charge. To the extent any of such penalties, interest and costs owing with respect to a Community Development Charge certified to the Auditor of Delaware County are not collected by the Auditor of Delaware County or otherwise collected by the Community Authority, such amounts shall be added to the amount of the Community Development Charge imposed with respect to such Chargeable Parcel in the following year. Notwithstanding anything contained herein to the contrary, no Owner shall be permitted to enter into an agreement pursuant to Section 323.31 of the Revised Code with respect to a delinquent Community Development Charge without the prior written consent of the Community Authority.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any Chargeable Parcel (by which the Assessed Valuation thereof is determined pursuant to Section 2.01 hereof) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Revised Code, upon application of the Owner, the Assessed Valuation shall be reduced in the same amount and the Community Development Charge for such year shall be proportionately reduced. If any installment of such Community Development Charge has been paid before the date of such reduction, the sole procedure for refund is that the Board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the Chargeable Parcel.

5.06. Personal Obligation. Each Owner shall be and remain personally obligated for the payment of the Community Development Charge with respect to his or her Chargeable Parcel, including any penalties and interest thereon, which is attributable to that Owner's period of ownership.

5.07. Community Development Charge Lien. The Community Development Charge with respect to each Chargeable Parcel, including any penalty and interest thereon, shall constitute a continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Community Development Charge on any Parcel is not paid within the period provided in Section 5.03 hereof, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04 hereof. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Community Development Charge with respect thereto for the current year and the amount of any unpaid Community Development Charge including any penalty and interest for the current or any previous year. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

ARTICLE VI

PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE6.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced, increased (but only as hereafter provided) or terminated. Any Fiscal Meeting shall be held on such date as the Board shall determine. Each Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce, increase or terminate the Community Development Charge except at a Fiscal Meeting.

6.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VI.

6.03. Waiver, Reduction, Increase or Termination. At any Fiscal Meeting the Board may waive, reduce or terminate all or a portion of the Community Development Charge for one or more years or to a stated date. The reduction or waiver of a portion of the Community Development Charge authorized by this Section 6.03 may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner. Notwithstanding any other provision of this Declaration, no waiver, reduction or termination of the Community Development Charge shall be effective if it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code.

At any Fiscal Meeting held after all members of the Board are scheduled to be elected citizen members pursuant to Section 349.04 of the Revised Code as it exists on the date hereof; the Board may increase the Community Development Charge established under Section 5.02 hereof by the affirmative vote of at least six of the seven Board members.

Except as otherwise provided in this Declaration: (a) every action taken by the Board pursuant to this Article VI shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (b) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02 hereof. Notwithstanding any other provision of the Declaration, if a Chargeable Parcel is removed from the District, the Community Development Charge shall permanently terminate as to the Chargeable Parcel immediately on the date that such Chargeable Parcel has been removed from the District.

6.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to waive, reduce, increase or terminate the Community Development Charge as provided herein shall be solely within the discretion of the Board.

ARTICLE VII

COMMUNITY FACILITIES

7.01. Rights of Enjoyment in Community Facilities and Public Land Development. Each Owner shall have a right of use and enjoyment of the Community Facilities and Land Development within the District that are of the type available for direct use by Owners, and such right shall be appurtenant to, and shall pass with the title, of the Owner's Parcel. Each Resident shall have a nontransferable privilege to use and enjoy the Community Facilities. Such rights and privileges, and any other use thereof, shall be subject, however, to the following:

(a) The right of the Board to issue Community Authority bonds or notes under Section 349.08 of the Revised Code, to take out loans under Section 349.06(J) of the Revised Code or to otherwise borrow for the purposes permitted under Chapter 349 and in aid thereof to mortgage or to otherwise encumber, and prescribe changes, conditions and requirements with respect to, the Community Facilities and Land Development.

(b) The right of the Board to adopt, modify and enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Community Facilities and Land Development, including but not limited to regulations requiring use and regarding the mode of use, and limiting the number of guests of Owners and Residents who may use the Community Facilities and Land Development.

(c) The right of the Board to establish and charge reasonable admission, use and other fees for the use or availability of any of the Community Facilities and Land Development, including the right of the Board to fix, alter, impose, collect and receive reasonable service and user fees, rentals and other charges (including deposits, penalties and interest). In establishing any such fee, the Board may establish reasonable classifications. Each fee must be uniform within each class but need not be uniform between classes.

(d) The right of the Board to suspend (i) for a reasonable period of time, the right of any Owner or the privilege of any Resident to use the Community Facilities or Land Development for any infraction of the rules and regulations relating to the Community Facilities or Land Development, and (ii) the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities or Land Development for any period during which the Community Development Charge against such Owner's Parcel or other user fees, rentals or other charges payable by such Owner or by the Resident remains unpaid and delinquent; provided that each such right of suspension shall not, in itself, prevent ingress to or egress from such Owner's or Resident's Place of Residence or Place of Business or threaten the life, safety or health of a Resident.

(e) Such rights as the Board may have to grant easements in or rights of way over Land Development or Community Facilities to any public utility corporation or public agency.

(a) Such rights as the Board may have to convey or lease all or any part of the Land Development or Community Facilities.

(b) All applicable provisions of valid agreements of the Community Authority relating to the Land Development or Community Facilities.

The foregoing rights of the Board stated in clauses (a) through (d) are hereby established as part of the authority of the Board and, through it, of the Community Authority and are in addition to any other authority they may exercise.

7.02. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article VII shall be subordinate to any mortgage or other lien given by the Community Authority for the purposes of acquiring, improving or maintaining the Community Facilities or Land Development.

ARTICLE VIII
DURATION, AMENDMENT AND TERMINATION

8.01. Effective Date; Joinder. The Restrictions shall be effective and shall be and be deemed covenants running with the land when this Declaration is recorded. Attached hereto as Exhibit D is a joinder executed by the Community Authority pursuant to which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

8.02. Duration and Effect. The Restrictions (a) shall be, and shall be construed as, covenants running with the land; (b) shall be binding upon the Private Developer, the Community Authority and each Owner and Residents; and (c) shall inure to the benefit of and be enforceable by (i) the Private Developer or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), (ii) each Owner and (iii) all Residents. Unless amended or terminated as provided in this Article, the Restrictions shall continue in full force and effect until December 31, 2065, and thereafter the Restrictions shall be automatically renewed for successive ten year periods unless terminated pursuant to Section 8.03 hereof.

8.03. Termination of Restrictions. The Restrictions shall terminate and shall be null and void: (a) on the date designated in a written declaration of termination made by the Private Developer at any time before the date the Community Authority is declared to be organized as a body corporate and politic and

the boundaries of the District defined by the County Commissioners of Delaware County, Ohio pursuant to Chapter 349; or (b) automatically if and on the date when there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code. Further, except as hereafter provided, no termination due to dissolution of the Community Authority pursuant to Chapter 349 shall be effective unless approved in writing by the Private Developer. Notwithstanding any other provision of this. Declaration, the restrictions shall terminate and shall be null and void automatically as to any Chargeable Parcel if and on the date that such Chargeable Parcel is removed from the District. No amendments to this Section 8.03 shall be permitted without the written consent of the Owners at the time such amendment is proposed.

If a final judicial adjudication is rendered, or lawful executive or legislative action is taken by the government of the State of Ohio which effectively enjoins or prevents the Community Authority from (i) implementing or collecting the Community Development Charge or (ii) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and the Private Developer shall, within thirty days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree upon) attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action, and if within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and the Private Developer, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code, the restrictions may be terminated on such date as shall be designated in a written declaration of termination by the Private Developer if within the Development' Period or by the Community Authority if after the Development Period.

If the Restrictions are required or permitted to be terminated pursuant to this Section 8.03, such termination shall become effective when a certificate or other document stating the authority for such termination and signed by the person or entity or entities empowered to effect such termination is Recorded. If the restrictions terminate automatically, the Private Developer shall promptly cause a certificate or other document to be recorded which shall stale the authority for such termination and the effective date thereof.

All rights and obligations which had accrued under the restrictions prior to the date of termination shall survive such termination, including without limitation, all personal obligations and liens under the Declaration.

ARTICLE IX
AMENDMENTS AND SUPPLEMENTS

9.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Community Authority may amend or supplement this Declaration (i) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (ii) to make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge; (iii) as provided in Article III hereof; (iv) to conform this Declaration to any amendment permitted by Section 349.03 of the Revised Code to the petition filed by the Private Developer to organize the Community Authority; or (v) to make any other amendment which, in the judgment of the Community Authority, is not to the prejudice of the Owners.

9.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 6.03, 8.03 or 9.01 hereof, no provision of this Declaration may be amended or supplemented in whole or in part or terminated without the written consent of not less than 66% of the number of Owners of all Parcels.

For the purposes of this Section, "Parcel" shall mean such Chargeable Parcel which has a separate listing on the tax duplicate of the Auditor of Delaware County, Ohio, or on the records of any other official authorized by Ohio law to assess real estate in Delaware County, and all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code, the Community Authority may agree that no amendment may be made to this

Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 98(Q) of the Ohio Revised Code.

The Secretary shall determine (a) whether the Owners have consented to any amendment or supplement of this Declaration, and (b) whether, if their consent is necessary, the Private Developer or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(G) of the Ohio Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

9.03. Consent of Private Developer Required During Development Period. Notwithstanding any other provision of this Declaration, no amendments or supplements to this Declaration made during the Development Period shall be permitted without the written consent of the Private Developer.

9.04. Recording of Amendments. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

ARTICLE X
MISCELLANEOUS

10.01. Priority. The Restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any Parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

10.02. Reservation. Subject to the Declaration being recorded but prior to the District being created pursuant to Chapter 349, Private Developer may sell to purchasers (the "Purchasers") lots which may comprise a part of the Property and be included as part of the District (the "Lots"). Purchaser, and Purchaser's successors and assigns, shall be deemed an Owner and shall take title to the Lots subject to the Declaration. In order to more filly provide for the inclusion of the Lots as part of the District, Private Developer hereby reserves to itself and its successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation and, in recognition of such reservation and in order to more fully evidence Private Developer's reservation, Purchaser irrevocably constitutes and appoints Private Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to the Private Developer the authority to take, all such action that is necessary and appropriate, in accordance with Chapter 349, to include a Purchaser's Lot within the District. Acceptance by a Purchaser of a deed or other instrument of conveyance from Private Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate on the date on which a Purchaser's Lot, in accordance with Chapter 349, is accepted and established as part of the District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

10.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating a possibility of reverter or, except as provided in Sections 5.01 and 8.01 hereof, a condition subsequent.

10.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, Restriction, agreement, obligation, act, action, part, or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

10.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

10.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

10.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Revised Code or to the laws of Ohio shall include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner, and at the times provided in this Declaration, or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plurals and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof, "herein", whereby", "hereto", and "hereunder", and similar terms, mean and refer to this Declaration.

(signature page to follow)

IN WITNESS WHEREOF, EVANS FARM LAND COMPANY, LLC has caused this Declaration to be executed as of the day and year first above written.

EVANS FARM LAND DEVELOPMENT COMPANY, LLC

By: Daniel W Griffin

Printed: Daniel W. Griffin

Title: Manager

By: J Anthony Eyerman

Printed: J. Anthony Eyerman

Title: Manager

STATE OF OHIO

) SS:

COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by Daniel W. Griffin, as Manager of Evans Farm Land Company, LLC, an Ohio limited liability company.

NOTARIAL SEAL STATE OF OHIO

ANDREW P. WECKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Notary Public

STATE OF OHIO

) SS:

COUNTY OF DELAWARE)

The foregoing instrument was acknowledged before me this 5th day of October, 2017, by J. Anthony Eyerman, as Manager of Evans Farm Land Company, LLC, an Ohio limited liability company.

NOTARIAL SEAL STATE OF OHIO

ANDREW P. WECKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Notary Public

Signature Page

EXHIBIT A

Legal Description of the Property

[see attached]

EXHIBIT B

Map of the Property

[see attached]

EXHIBIT C
Consent of Seller

Evans Farm Delaware, LLC, an Ohio limited liability company, Old State Farm LLC, an Ohio limited liability company, and Wayne E. Piatt, Trustee of the Wayne E. Piatt Trust dated October 15, 2007 (collectively, the "Seller") has sold or has agreed to sell the real property ("Seller Property") described on Attachment 1 hereto to Evans Farm Land Development Company, LLC, an Ohio limited liability company (the "Private Developer"). The Private Developer has, pursuant to a Declaration of Covenants and Restrictions dated as of _____ __, 2017 (the "Declaration"), declared the Seller Property to be included in the Property (as defined in the Declaration) and that such Property shall be subject to certain covenants and restrictions set forth in the Declaration, all in accordance with Chapter 349 of the Ohio Revised Code. The Seller hereby consents to the recordation of the Declaration and agrees that the Seller Property shall be included in the Property, as defined in the Declaration.

[Signature Page Immediately Follows]

EXHIBIT A

Legal Description of the Property

[see attached]

American Structurepoint, Inc.
2550 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231
614.901.2235

737.638 Acre Zoning Description
Located East of the CSX and Norfolk Southern Railways

Situated in the State of Ohio, County of Delaware, Townships of Orange and Berlin, being a part of Farm Lots 12, 13, 14, 15 and 16 of Section 2 and a part of Farm Lots 1 and 2 of Section 1, Township 3, Range 18 located in Orange Township, and being a part of Farm Lots 15, 16, 17 and 18 of Section 3, Township 4, Range 18 located in Berlin Township, United States Military Lands, and being further described as follows:

BEGINNING at the intersection of the centerline of Shanahan Road and the east railroad right-of-way line for CSX Transportation, being on the north line of Orange Township and the south line of Berlin Township;

Thence North 02 degrees 45 minutes 21 seconds West, along said east railroad right-of-way line, a distance of 3,361.24 feet to a point on the north line of said Farm Lot 18;

Thence South 86 degrees 20 minutes 32 seconds East, along the north line of said Farm Lot 18, a distance of 1,100.41 feet to a point on the centerline of Piatt Road, being the west line of Oldfield Estates (Plat Cab. 3, slide 445);

Thence South 03 degrees 30 minutes 55 seconds West, along the centerline of Piatt Road, along the west line of said Oldfield Estates, a distance of 408.87 feet to the southwest corner of said Oldfield Estates;

Thence South 86 degrees 15 minutes 35 seconds East, along a south line of said Oldfield Estates, a distance of 1,317.61 feet to a southwest corner of said Oldfield Estates;

Thence South 03 degrees 25 minutes 53 seconds West, along a west line of said Oldfield Estates, a distance of 1,298.31 feet to a point on the centerline of Hollenback Road;

Thence South 88 degrees 37 minutes 26 seconds East, along the centerline of Hollenback Road, a distance of 876.98 feet to the northwest corner of McDonald Subdivision (Plat Cab. 1, slide 511);

Thence South 03 degrees 04 minutes 29 seconds West, along the west line of said McDonald Subdivision, a distance of 479.42 feet to the southwest corner of said McDonald Subdivision;

Thence South 83 degrees 47 minutes 20 seconds East, along the south line of said McDonald Subdivision, a distance of 396.65 feet to the southeast corner of said McDonald Subdivision;

Thence South 03 degrees 15 minutes 31 seconds West, a distance of 1,162.77 feet to a point on the south line of said Berlin Township and the north line of said Orange Township;

Thence South 86 degrees 38 minutes 06 seconds East, along the north line of said Orange Township and the south line of said Berlin Township, a distance of 2,479.65 feet to the northwest corner of Avonlea Subdivision (Plat Cab. 3, Slide 625);

Thence South 03 degrees 23 minutes 33 seconds West, along the west line of said Avonlea Subdivision, a distance of 526.43 feet to the southwest corner of said Avonlea Subdivision;

Thence South 86 degrees 16 minutes 38 seconds East, along the south line of said Avonlea Subdivision, a distance of 954.84 feet to the southeast corner of said Avonlea Subdivision, being on the centerline of South Old State Road, and being on the west line of Hidden Cove subdivision (Plat Cab. 1, Slide 526);

Thence South 13 degrees 03 minutes 12 seconds West, along the centerline of South Old State Road, along the west line of said Hidden Cove, a distance of 246.31 feet to the southwest corner of said Hidden Cove;

Thence South 86 degrees 31 minutes 35 seconds East, along the south line of said Hidden Cove, a distance of 983.80 feet to a point, being the a northwest corner of Tract No. 230-1 conveyed to United State of America (D.B. 356, page 704);

Thence South 02 degrees 39 minutes 32 seconds West, along said Tract No. 230-1, a distance of 442.90 feet to the northeast corner of a 0.29 acre parcel conveyed to the County of Delaware;

Thence North 86 degrees 40 minutes 00 seconds West, along the north line of said 0.29 acre parcel, a distance of 100.00 feet to the northwest corner of said 0.29 acre parcel;

Thence South 02 degrees 39 minutes 32 seconds West, along the west line of said 0.29 acre parcel, a distance of 125.00 feet to the southwest corner of said 0.29 acre parcel, being on the north line of the Willow Springs North subdivision (Plat Cabinet 1, Slide 377);

Thence North 86 degrees 40 minutes 06 seconds West, along the north line of said Willow Springs North, a distance of 988.17 feet to the northwest corner of said Willow Springs North, being on the centerline of South Old State Road;

Thence South 13 degrees 13 minutes 01 second West, along the centerline of South Old State Road, along the west line of said Willow Springs North, a distance of 544.37 feet to the northeast corner of Bryn Mawr at Delaware Section Two Part Two (Plat Cab. 2, Slide 520);

Thence North 86 degrees 13 minutes 51 seconds West, along the north line of said Bryn Mawr, a distance of 1,719.63 feet to the northwest corner of said Bryn Mawr;

Thence South 02 degrees 58 minutes 13 seconds West, along the west line of said Bryn Mawr, a distance of 966.14 feet to the northeast corner of Meadows at Lewis Center North (Plat Cabinet 4, Slide 37);

Thence South 82 degrees 42 minutes 51 seconds West, along the north line of said Meadows at Lewis Center North, a distance of 1,024.33 feet to the northwest corner of said Meadows at Lewis Center North;

Thence South 03 degrees 15 minutes 15 seconds West, along the west line of said Meadows at Lewis Center North, a distance of 1,014.01 feet to the southwest corner of said Meadows at Lewis Center North, being the northwest corner of Meadows at Lewis Center Section 1 Phase B Part 2 (O.R. 1238, page 360), and being on the south line of Farm Lot 15 and the north line of Farm Lot 16;

Thence North 86 degrees 31 minutes 04 seconds West, along the south line of Farm Lot 15 and the north line of Farm Lot 16, a distance of 833.95 feet to a point;

Thence South 03 degrees 38 minutes 35 seconds West, a distance of 898.19 feet to a point on the centerline of Lewis Center Road;

Thence North 86 degrees 21 minutes 50 seconds West, along the centerline of Lewis Center Road, a distance of 516.88 feet to an angle point in said centerline;

Thence North 86 degrees 28 minutes 16 seconds West, continuing along the centerline of Lewis Center Road, a distance of 1,934.04 feet to a point on the east right-of-way line of said CSX Railroad;

Thence along said railroad right-of-way line along the following eleven (11) described courses:

1. North 02 degrees 45 minutes 21 seconds West, a distance of 218.81 feet;
2. South 87 degrees 14 minutes 39 seconds West, a distance of 4.00 feet;
3. North 02 degrees 45 minutes 21 seconds West, a distance of 165.00 feet;
4. North 87 degrees 14 minutes 39 seconds East, a distance of 14.00 feet;
5. North 02 degrees 45 minutes 21 seconds West, a distance of 515.39 feet to the north line of said Farm Lot 16 and the south line of said Farm Lot 16;
6. North 86 degrees 31 minutes 49 seconds West, along the north line of said Farm Lot 16 and the south line of said Farm Lot 15, a distance of 10.06 feet;
7. North 02 degrees 45 minutes 21 seconds West, a distance of 362.57 feet;
8. North 87 degrees 14 minutes 39 seconds East, a distance of 5.00 feet;
9. North 02 degrees 45 minutes 21 seconds West, a distance of 22.00 feet;
10. South 87 degrees 14 minutes 39 seconds West, a distance of 5.00 feet;
11. North 02 degrees 45 minutes 21 seconds West, a distance of 3,681.93 feet to the POINT OF BEGINNING.

The above description contains a total of 737.638 acres, of which 534.764 acres lies within Orange Township and 202.874 acres lies within Berlin Township.

This description was prepared from an actual field survey of the premises and record documents on file with Delaware County, Ohio, and is intended to be used for zoning purposes only.

American Structurepoint, Inc.
2550 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231
614.901.2235

259.486 Acre Zoning Description
Located west of the CSX and Norfolk Southern Railways, north of Shanahan Road

Situated in the State of Ohio, County of Delaware, Township of Berlin, being a part of Farm Lots 17, 18, 19, 20, 21, 28, 29 and 32 of Section 3, Township 4, Range 18, United States Military Lands, and being further described as follows:

BEGINNING at the intersection of the centerline of Shanahan Road and the west railroad right-of-way line for Norfolk Southern Railway Company, being on the south line of Berlin Township and the north line of Orange Township;

Thence North 86 degrees 26 minutes 59 seconds West, along the centerline of Shanahan Road, a distance of 609.12 feet to an angle point in said centerline, being at the intersection with the centerline of North Road;

Thence North 86 degrees 35 minutes 46 seconds West, continuing along the centerline of Shanahan Road, a distance of 401.90 feet to a point;

Thence North 03 degrees 29 minutes 32 seconds East, a distance of 348.48 feet to a point;

Thence North 86 degrees 35 minutes 46 seconds West, a distance of 255.00 feet to a point;

Thence South 03 degrees 29 minutes 32 seconds West, a distance of 348.48 feet to a point on the centerline of Shanahan Road;

Thence North 86 degrees 35 minutes 46 seconds West, a distance of 477.18 feet to a point;

Thence North 03 degrees 00 minutes 04 seconds East, a distance of 348.48 feet to a point;

Thence North 86 degrees 35 minutes 46 seconds West, a distance of 100.00 feet to a point on the west line of Farm Lot 17 and the east line of Farm Lot 32;

Thence North 03 degrees 00 minutes 04 seconds East, along the west line of Farm Lot 17 and the east line of Farm Lot 32, a distance of 161.91 feet to a point;

Thence North 86 degrees 08 minutes 11 seconds West, a distance of 535.86 feet to a point;

Thence South 03 degrees 01 minute 01 second West, a distance of 515.66 feet to a point on the centerline of Shanahan Road;

Thence North 86 degrees 41 minutes 59 seconds West, along the centerline of Shanahan Road, a distance of 537.92 feet to a point;

Thence North 03 degrees 01 minute 01 second East, a distance of 348.48 feet to a point;

Thence North 86 degrees 41 minutes 59 seconds West, a distance of 250.00 feet to a point;

Thence North 03 degrees 01 minute 01 second East, a distance of 1,314.01 feet to a point on the north line of Farm Lot 32 and the south line of Farm Lot 31;

Thence South 86 degrees 08 minutes 57 seconds East, along the north line of Farm Lot 32 and the south line of Farm Lot 31, a distance of 1,323.54 feet to the common corner between Farm Lots 17, 18, 31 and 32;

Thence North 03 degrees 11 minutes 54 seconds East, along the west line of Farm Lots 17 and 18, along the east line of Farm Lots 31 and 30, a distance of 3,322.16 feet to a point on the centerline of Peachblow Road, being the common corner between Farm Lots 19, 20, 29 and 30;

Thence North 85 degrees 44 minutes 25 seconds West, along the centerline of Peachblow Road, a distance of 334.28 feet to a point;

Thence North 03 degrees 36 minutes 48 seconds East, a distance of 2,595.21 feet to a point;

Thence South 85 degrees 57 minutes 57 seconds East, a distance of 683.02 feet to a point;

Thence South 00 degrees 19 minutes 57 seconds West, a distance of 2,283.39 feet to a point;

Thence North 85 degrees 44 minutes 25 seconds West, a distance of 150.29 feet to a point;

Thence South 00 degrees 19 minutes 57 seconds West, a distance of 320.46 feet to a point on the centerline of Peachblow Road;

Thence South 85 degrees 44 minutes 25 seconds East, along the centerline of Peachblow Road, a distance of 964.61 feet to a point on the west railroad right-of-way line for said Norfolk Southern Railway Company;

Thence South 02 degrees 45 minutes 21 seconds East, along said east railroad right-of-way line, a distance of 1,620.96 feet to a point on the south line of Farm Lot 19 and the north line of Farm Lot 18;

Thence South 86 degrees 20 minutes 32 seconds East, continuing along said east railroad right-of-way line, along the south line of Farm Lot 19 and the north line of Farm Lot 18, a distance of 20.13 feet to a point;

Thence South 02 degrees 45 minutes 21 seconds East, continuing along said east railroad right-of-way line, a distance of 3,361.54 feet to the TRUE POINT OF BEGINNING for this zoning description and containing 263.486 acres.

EXCEPTING FROM THE ABOVE DESCRIPTION THE FOLLOWING DESCRIBED PARCEL:

Situated in the State of Ohio, County of Delaware, Township of Berlin, being a part of Farm Lot 17 of Section 3, Township 4, Range 18, United States Military Lands, and being further described as follows:

Commencing for reference at the common corner between Farm Lots 17, 18, 31 and 32;

Thence South 85 degrees 00 minutes 23 seconds East, along the north line of Farm Lot 17 and the south line of Farm Lot 18, a distance of 385.72 feet to the TRUE POINT OF BEGINNING;

Thence South 85 degrees 00 minutes 23 seconds East, continuing along the north line of Farm Lot 17 and the south line of Farm Lot 18, a distance of 387.20 feet to a point;

Thence South 04 degrees 59 minutes 37 seconds West, a distance of 450.00 feet to a point;

Thence North 85 degrees 00 minutes 23 seconds West, a distance of 387.20 feet to a point;

Thence North 04 degrees 59 minutes 37 seconds East, a distance of 450.00 feet to the TRUE POINT OF BEGINNING and containing 4.000 acres.

The above description less the exception contains a total of 259.486 acres within Berlin Township.

This description was prepared from an actual field survey of the premises and record documents on file with Delaware County, Ohio, and is intended to be used for zoning purposes only.

American Structurepoint, Inc.
2550 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231
614.901.2235

AREA "P-B" – 140.773 Acre Zoning Description
Located West of S. Old State Road and South of Hollenback Road

Situated in the State of Ohio, County of Delaware, Township Berlin, being a part of Farm Lot 1 of Section 3, Township 4, Range 18, and a part of Farm Lot 1 of Section 4, Township 4, Range 18, United States Military Lands, and being further described as follows:

BEGINNING at the intersection of the centerline for South Old State Road and Hollenback Road, being on the north line of said Farm Lot 1 and the south line of Farm Lot 2 of said Section 4;

Thence South 12 degrees 59 minutes 30 seconds West, along the centerline of said South Old State Road, a distance of 1,717.14 feet to the northeast corner of Avonlea Subdivision, of record in Plat Cabinet 3, Slide 625, being on the south line of said Berlin Township and the north line of Orange Township;

Thence North 86 degrees 33 minutes 53 seconds West, along the north line of said Avonlea Subdivision, along the south line of said Berlin Township and the north line of said Orange Township, a distance of 1,044.93 feet to the northwest corner of said Avonlea Subdivision;

Thence North 86 degrees 38 minutes 06 seconds West, along the south line of said Berlin Township, along the north line of said Orange Township, a distance of 2,479.65 feet to a point;

Thence North 03 degrees 15 minutes 35 seconds East, (passing at a distance of 1,162.77 feet the southeast corner of McDonald Subdivision, of record in Plat Cabinet 1, Slide 511), and along the east line of said McDonald Subdivision, a total distance of 1,675.69 feet to a point on the centerline of said Hollenback Road, being the northeast corner of said McDonald Subdivision;

Thence South 86 degrees 09 minutes 44 seconds East, along the centerline of said Hollenback Road, a distance of 2,515.81 feet to a point in the east line of said Section 3 and the west line of said Section 4, being on the west line of a 0.115 acre tract described in a deed to DEL-CO Water Company, Inc., of record in Official Record Volume 736, Page 102;

Thence South 03 degrees 11 minutes 19 seconds West, along the east line of said Section 3 and the west line of said Section 4, and along the west line of said DEL-CO tract, a distance of 71.65 feet to the southwest corner of said DEL-CO tract;

Thence South 87 degrees 00 minutes 07 seconds East, along the south line of said DEL-CO tract, a distance of 50.00 feet to the southeast corner of said DEL-CO tract;

Thence North 03 degrees 11 minutes 19 seconds East, a distance of 100.08 feet to a point on the centerline of said Hollenback Road, being the northeast corner of said DEL-CO tract;

Thence South 87 degrees 00 minutes 07 seconds East, along the centerline of said Hollenback Road, a distance of 1,249.20 feet to the POINT OF BEGINNING for this description.

The above description contains a total area 140.773 acres within Berlin Township.

This description was prepared from an actual field survey of the premises and record documents on file with Delaware County, Ohio, and is intended to be used for zoning purposes only.

American Structurepoint, Inc.
2550 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231
614.901.2235

21.740 Acre Zoning Description
Located west of the CSX and Norfolk Southern Railways, north of Lewis Center Road

Situated in the State of Ohio, County of Delaware, Township of Orange, being a part of Farm Lot 16, Township 3, Range 18, United States Military Lands, and being further described as follows:

BEGINNING at the intersection of the centerline of Lewis Center Road and the west railroad right-of-way line for Norfolk Southern Railway;

Thence North 86 degrees 28 minutes 16 seconds West, along the centerline of Lewis Center Road, a distance of 852.44 feet;

Thence North 65 degrees 17 minutes 47 seconds West, continuing along the centerline of Lewis Center Road, a distance of 285.03 feet to the centerline of North Road;

Thence North 03 degrees 07 minutes 07 seconds East, along the centerline of North Road, a distance of 795.67 feet to the southwest corner of Irish Meadows Subdivision (Plat Cab. 1, slide 199), being the north line of Farm Lot 16;

Thence South 86 degrees 15 minutes 13 seconds East, along the south line of said Irish Meadows and the north line of Farm Lot 16, a distance of 1,025.40 feet to the west railroad right-of-way line for said Norfolk Southern Railway;

Thence South 02 degrees 45 minutes 21 seconds East, along said railroad right-of-way line, a distance of 900.12 feet to the POINT OF BEGINNING for this zoning description.

The above description contains a total of 21.740 acres located within Orange Township.

This description was prepared from an actual field survey of the premises and record documents on file with Delaware County, Ohio, and is intended to be used for zoning purposes only.

EXHIBIT B

Map of the Property

[see attached]

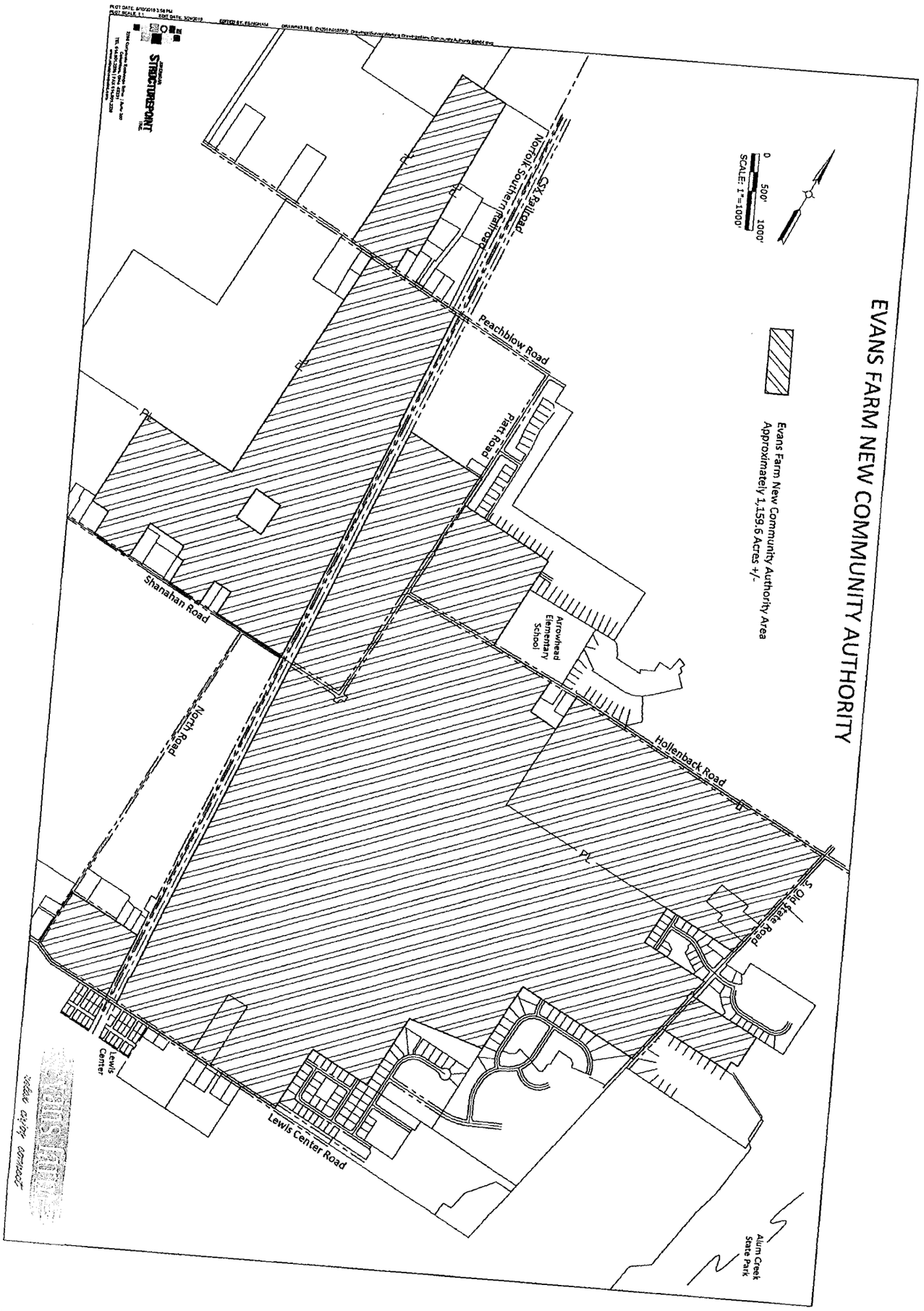

EVANS FARM NEW COMMUNITY AUTHORITY
Evans Farm New Community Authority Area
Approximately 1,159.6 Acres +/-
SCALE: 1"=1000'
0
500'
1000'
CSX Railroad
Norfolk Southern Railroad
Peachblow Road
Platt Road
Shanahan Road
North Road
Arrowhead Elementary School
Hollenback Road
S Old State Road
Lewis Center
Lewis Center Road
Alum Creek State Park
STRUCTUREPOINT

EXHIBIT C
Consent of Seller

Evans Farm Delaware, LLC, an Ohio limited liability company, Old State Farm LLC, an Ohio limited liability company, and Wayne E. Piatt, Trustee of the Wayne E. Piatt Trust dated October 15, 2007 (collectively, the "Seller") has sold or has agreed to sell the real property ("Seller Property") described on Attachment 1 hereto to Evans Farm Land Development Company, LLC, an Ohio limited liability company (the "Private Developer"). The Private Developer has, pursuant to a Declaration of Covenants and Restrictions dated as of OCTOBER 24 2017 (the "Declaration"), declared the Seller Property to be included in the Property (as defined in the Declaration) and that such Property shall be subject to certain covenants and restrictions set forth in the Declaration, all in accordance with Chapter 349 of the Ohio Revised Code. The Seller hereby consents to the recordation of the Declaration and agrees that the Seller Property shall be included in the Property, as defined in the Declaration.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Seller has caused this Declaration to be executed as of the day and year first above written.

EVANS FARM DELAWARE, LLC

By: _____

Tambera M. Schueler, President

STATE OF OHIO

) SS:

COUNTY OF ~~DELAWARE)~~ Franklin sem

The foregoing instrument was acknowledged before me this 23rd day of October 2017, by Tambera M. Schueler, as President of Evans Farm Delaware, LLC, an Ohio limited liability company.

_____

Notary Public

NOTARIAL SEAL STATE OF OHIO

Shelli R. McMurray
Notary Public, State of Ohio
My Commission Expires 11-22-2019

OLD STATE FARM LLC

By: Wayne Piatt

Printed Name: Wayne E. Piatt

Title: Manager

STATE OF Ohio

) SS:

COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 19th day of October 2017, by Wayne E. Piatt, as Manager of Old State Farm LLC, an Ohio limited liability company.

NOTARIAL SEAL STATE OF OHIO

DAVID C. SHADE
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE.
SECTION 147.03 R.C.

Notary Public

WAYNE E. PIATT, TRUSTEE OF THE WAYNE E. PIATT TRUST DATED OCTOBER 15, 2007

By: Wayne Piatt
Wayne E. Piatt, Trustee

STATE OF OHIO
) SS:
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 19th day of October 2017, by Wayne E. Piatt, Trustee of the Wayne E. Piatt Trust Dated October 15, 2007.

NOTARIAL SEAL STATE OF OHIO

DAVID C. SHADE
ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE.
SECTION 147.03 R.C.

David C. Shade
Notary Public

Exhibit C - Attachment 1 – Legal Description of Seller Property

[see attached]

Evans Farm Delaware, LLC
Property

DELAWARE COUNTY PARCEL NUMBER:	ACRES
418-330-01-098-000	28.0000
318-210-01-008-000	43.0790
318-210-01-004-000	26.9160
318-210-01-002-000	43.5500
418-340-01-057-000	90.4000
318-213-01-005-000	3.4190
318-120-01-006-000	94.0000
318-210-01-016-000	24.1630
318-210-01-007-000	43.4700
318-120-01-007-000	9.5500
318-210-01-001-000	25.0000
318-210-01-015-000	175.0000
318-213-01-004-000	21.7500
418-340-01-056-000	39.1760
418-340-01-053-000	101.5900
418-330-01-006-000	51.7520
418-330-01-010-000	43.8470
418-340-01-055-000	28.8900
318-210-01-018-000	10.0000
318-213-01-002-000	5.0000
318-210-01-019-001	5.7390
418-340-01-054-000	37.5500
418-330-01-104-000	21.3200
418-330-01-101-001	14.0000
Total Acres	987.161

Old State Farm LLC
Property

Situated in the County of Delaware in the State of Ohio, and in the Township of Berlin and bounded and described as follows:

TRACT ONE:
Being in Range 18, Township 4, Section 3, part of Lot 1, and being the same premises conveyed to Andrew Green by William Beardslee and wife, Mary, February 16th, 1861, bounded and described as follows: Beginning at a post by two beech at the corner of Lots Nos. 1 and 2 on the section line; thence north 89 degrees 06' W. along the lot line between Lots 1 and 2, 15 and 16; thence south along the lot line between Lots one and 16, fifty-one (51) poles and 19 links to a post by two beech at the northwest corner of land sold to Franklin Barnes; thence S. 89 degrees 20' east along said Barnes north line one hundred and fifty-two and one-fourth (152 ¼) poles to a post and a stone on the section line by two beech trees; thence north 0 degrees 17' E. along the section line fifty-one and one tenth (51.1) poles CONTAINING forty-eight (48) acres and one hundred and fifty-six perches (156) of land, be the same more or less.

DESCRIPTION APPROVED FOR TRANSFER Chris Bauserman Delaware County Engineer

TRACT TWO:
Being in Range 18, Township 4, Sections 3 and 4, U.S.M. lands, and being parts of Lot 1 in Section 3 and part of Lot 1 in Section 4 of said Township 4, bounded and described thus in one tract; Beginning at the corner of said Section 3 and 4 in the South line of said Township 4; thence East on said line 57.4 poles to the center of the State Road; thence Northerly, along the center of said State Road, to the North line of said Lot 1 in said Section 4; thence west on said Lot line to the line between said Section 3 and 4; thence South on said line 52.5 poles; thence West 152.25 poles to the West line of said Lot 1 in said Section 3; thence South on said West line 49.24 poles to the south line of said Lot 1; thence East on said south line 152 poles to the place of beginning, containing 89.35 acres of land, 42.7 acres in Lot 1 in said Section 4 and 46.65 acres in Lot 1 in said Section 3.

Excepting therefrom the real property described in Exhibit B attached hereto.

Further excepting therefrom the following described real property:

Situated in the State of Ohio, County of Delaware, Township of Berlin, located in Lot 1, Section 4, Township 4 North, Range 18 West, United States Military Lands, and being part of a 42.7 acre tract (Second tract) conveyed to Wayne E. Piatt, as recorded in Deed Book 521, Page 115, Delaware County Recorder's Office, and being more particularly described as follows: Beginning for reference, at a railroad spike found marking the intersection of the centerline of Hollenback Road (Township Road 274) and S. Old State Road (County Road 10); thence North 87° 22' 49" West 263.33 feet, along the centerline of Hollenback Road, to a point; thence North 88° 22' 40" West 974.21 feet, continuing along the centerline of Hollenback Road, to an iron pin set marking the principal place of beginning of the herein described tract; thence South 03° 57' 18" West 100.08 feet, across and parallel to the west line of said 42.7 acre tract (passing an iron pin set at 18.68 feet), to an iron pin set; thence North 88° 22' 40" West 50.04 feet, across said 42.7 acre tract, to an iron pin set in the west line of said 42.7 acre tract and east line of a 89.35 acre tract (First Tract) conveyed to Wayne E. Piatt, as recorded in Deed Book 521, Page 115; thence North 03° 57' 18" East 100.08 feet, along the west line of said 42.7 acre tract and east line of said 89.35 acre tract (passing an iron pin set at 80.44 feet), to a Mag Nail set in the centerline of Hollenback Road marking the northwest corner of said 42.7 acre tract; thence South 88° 22' 40" East 50.04 feet, along the centerline of Hollenback Road, to the principal place of beginning, containing 0.115 acres.

W:\Laurie-E\LEGAL DESCRIPTIONS\PIATT, Wayne.doc

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SCIOTO LAND SURVEYING SERVICE
Surveyors

173 North Sandusky Street
Delaware, Ohio 43015

Phone: 740-369-7577
FAX: 740-362-7577

Karen S. Coffman, P.S. 7845
Istvan Gajary, P.S. 8183
Retired, Frank Cello, P.S. 6612

October 11, 2007

Exhibit B

EXCEPTION

Description of a 5.297 acre tract for
Wayne E. Platt

Situated in the Township of Berlin, County of Delaware, State of Ohio, being part of Farm Lot 1 in Quarter-Township 4, Township 4, Range 18 of The United States Military Lands and being more particularly described as follows:

BEGINNING at a MAG Nail set at the intersection of the centerlines of County Road 10 (South Old State Road) and Mariner's Way;

thence along the said centerline of County Road 10 **South 12° 59' 47" West 408.40 feet** to a MAG Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of County Road 10 **South 12° 59' 47" West 300.00 feet** to a MAG Nail set;

thence **North 79° 36' 53" West 438.32 feet** to an iron bar set (passing an iron bar set at 40.04 feet);

thence **North 12° 59' 35" East 89.84 feet** to an iron bar set;

thence **North 79° 36' 53" West 275.87 feet** to an iron bar set;

thence **North 12° 46' 17" East 304.34 feet** to an iron bar set;

thence **South 79° 36' 53" East 437.73 feet** to an iron bar set;

thence **South 10° 23' 07" West 94.13 feet** to an iron bar set;

thence **South 79° 36' 53" East 273.37 feet** to the TRUE POINT OF BEGINNING (passing an iron bar set at 233.33 feet);

containing 5.297 acres, being part of an original 42.7 acre tract, as described in Deed Book 521, Page 115;

subject to all easements, restrictions, and rights-of-way, if any, of record;

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on October 8, 2007. Basis of bearings is Mariner's Watch Section 1, Phase 1, Plat Cabinet 1, Slide 311. All iron bars set are set with a plastic cap marked "SLSS PS 7845".

Karen S. Coffman, Surveyor
Registration No. 7845



Seeing is Believing, Measuring is Knowing

Wayne E. Piatt
Property

SCIOTO LAND SURVEYING SERVICE

Surveyors

173 North Sandusky Street
Delaware, Ohio 43015

Phone: 740-369-7577
FAX: 740-362-7577

Karen S. Coffman, P.S. 7845
Istvan Gajary, P.S. 8183
Retired, Frank Celio, P.S. 6612

October 11, 2007 Exhibit A

Description of a 5.297 acre tract for
Wayne E. Platt

Situated in the Township of Berlin, County of Delaware, State of Ohio, being part of Farm Lot 1 in Quarter-Township 4, Township 4, Range 18 of The United States Military Lands and being more particularly described as follows:

BEGINNING at a MAG Nail set at the intersection of the centerlines of County Road 10 (South Old State Road) and Mariner's Way;

thence along the said centerline of County Road 10 **South 12° 59' 47" West 408.40 feet** to a MAG Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of County Road 10 **South 12° 59' 47" West 300.00 feet** to a MAG Nail set;

thence **North 79° 36' 53" West 438.32 feet** to an iron bar set (passing an iron bar set at 40.04 feet);

thence **North 12° 59' 35" East 89.84 feet** to an iron bar set;

thence **North 79° 36' 53" West 275.87 feet** to an iron bar set;

thence **North 12° 46' 17" East 304.34 feet** to an iron bar set;

thence **South 79° 36' 53" East 437.73 feet** to an iron bar set;

thence **South 10° 23' 07" West 94.13 feet** to an iron bar set;

thence **South 79° 36' 53" East 273.37 feet** to the TRUE POINT OF BEGINNING (passing an iron bar set at 233.33 feet);

containing 5.297 acres, being part of an original 42.7 acre tract, as described in Deed Book 521, Page 115;

subject to all easements, restrictions, and rights-of-way, if any, of record;

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on October 8, 2007. Basis of bearings is Mariner's Watch Section 1, Phase 1, Plat Cabinet 1, Slide 311. All iron bars set are set with a plastic cap marked "SLSS PS 7845".

DESCRIPTION FOR CLOSING ONLY
☐ RPC Approval Required
☐ Municipal Approval Required
Delaware County Engineer

NEW DESCRIPTION
Approved for transfer
Chris Bauserman, Del. Co. Rec.
☒ Survey Plat Must Be Attached

Karen S. Coffman, Surveyor
Registration No. 7845

STATE OF OHIO
KAREN S. COFFMAN 7845
REGISTERED PROFESSIONAL SURVEYOR

Seeing is Believing, Measuring is Knowing

EXHIBIT D
Community Authority Joinder

[see attached]

EVANS FARM NCA

The Board of Trustees (the "Board") of the Evans Farm NCA (the "Authority") met on August 1, 2017 at 1:00 p.m., at the offices of Evans Farm Land Development Company, LLC, 1550 Lewis Center Rd., Suite B, Lewis Center, Ohio 430354 with the following members present:

Mr. Ahmed
Mr. Blayney
Mr. Eyerman
Mr. Griffin
Mr. Kelly
Mr. Kille
Mr. Kirksey

Mr. Blayney introduced the following resolution and moved its passage:

RESOLUTION NO. 2017-05

A RESOLUTION PROVIDING FOR THE AUTHORITY TO JOIN IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE EVANS FARM NCA, DELAWARE COUNTY, OHIO, TO BE RECORDED WITH THE DELAWARE COUNTY RECORDER

WHEREAS, the Evans Farm NCA (the "Authority") has been created and the Board of Trustees of the Authority (the "Board") has been appointed pursuant to the authority contained in Ohio Revised Code Chapter 349; and

WHEREAS, it is advisable to join in the Declaration of Covenants and Restrictions for the Authority (the "Declaration") pursuant to Article VIII, Section 8.01 of such Declaration and in accordance with Ohio Revised Code Chapter 349.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. This Board hereby hereby joins in the Declaration and accepts the duties, responsibilities and benefits imposed and conferred on it by the Declaration. This resolution shall be attached as an exhibit to the Declaration at the time it is recorded.

Section 2. This Board hereby finds and determines that all formal actions taken relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

Mr. Kelly seconded the motion and, after discussion, a roll call vote was taken and the results were:

Voting Aye: Mr. Ahmed, Mr. Blayney, Mr. Eyerman, Mr. Griffin, Mr. Kelly, Mr. Kille, and Mr. Kirksey

Voting Nay: None

Passed: August 1, 2017

BOARD OF TRUSTEES, EVANS FARM NCA

Chairperson

Attest:
Secretary

CERTIFICATE

The undersigned Secretary of the Board of Trustees of the Evans Farm NCA hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Trustees of said Authority on August 1, 2017.

Secretary, Evans Farm NCA

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