

RESOLUTION NO. 19-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Ray ON
THE 15th DAY OF February, 2021.

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO EXECUTE THE PETITION FOR ORGANIZATION OF A NEW COMMUNITY AUTHORITY FOR CORNERSTONE PARK AND THE DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR THE CORNERSTONE OF CENTERVILLE COMMUNITY DEVELOPMENT AUTHORITY.

WHEREAS, the City of Centerville had previously determined that it was in the best interests of its citizens to purchase property known as the Cornerstone Park; and

WHEREAS, this Council adopted Resolution No. 56-19 on August 19, 2019, authorizing the City Manager to take all necessary steps to facilitate the purchase of 11.5 acres of park land, more or less, for purposes of becoming the Cornerstone Park; and

WHEREAS, this Council also adopted Resolution No. 97-19 on December 16, 2019, authorizing the City Manager to take all necessary steps to facilitate the City receiving an additional 9.624 acres, more or less, of park land to also be part of the Cornerstone Park; and

WHEREAS, the 21.12 acres, more or less, of the Cornerstone Park property is titled to or under the control of the City; and

WHEREAS, it is intended that the Cornerstone Developer was to create a New Community Authority of the Cornerstone of Centerville Community Development Authority for Cornerstone Park (NCA) for the purpose of the maintenance of the Cornerstone Park; and

WHEREAS, Ohio Revised Code Chapter 349 sets forth the process for creation of NCAs, which entities are initiated by the filing of a petition (the "Petition"); and

WHEREAS, the Petition is to contain the signatures of all of the owners of property to be subject to the NCA; and

WHEREAS, the City of Centerville, as an owner of property subject to the NCA, is a required signatory; and

WHEREAS, the NCA is created subject to the Declaration of Covenants, Restrictions and Agreements for the Cornerstone of Centerville Community Development Authority (“Declaration”), which Declaration is for the purpose of creating covenants running with the land pursuant to which all Property owners shall acquire including the obligations to pay Community Development Charges; and


WHEREAS, the Charter of the City of Centerville allows City Council to authorize the City Manager to execute all documents on behalf of the City.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City, as a property owner in the Cornerstone Park, intends to execute the Petition and the Declaration; and the City Manager be and is hereby authorized to take all necessary steps to execute the Petition for an NCA and the Declaration for Cornerstone Park, a copy of said Petition is attached hereto and incorporated herein, marked Exhibit “A” and a copy of the Declaration is attached hereto and incorporated herein, marked Exhibit “B”..

Section 2. That this resolution shall become effective at the earliest date allowed by law.

PASSED this 15th day of February, 2021.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 19-21, passed by the Council of the City of Centerville, Ohio, on the 15th day of February, 2021.



Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.
Department of Law
Scott A. Liberman
Municipal Attorney

PETITION FOR ORGANIZATION
OF A NEW COMMUNITY AUTHORITY

TO THE COUNCIL MEMBERS
OF THE CITY OF CENTERVILLE, OHIO:

Pursuant to Chapter 349 of the Ohio Revised Code, CORNERSTONE DEVELOPERS, LTD., an Ohio limited liability company, and the undersigned co-petitioners (each a "Developer" collectively, the "Developers") hereby petition for creation of a new community authority (the "Authority"). The Developers are the "developer", within the meaning of Section 349.01(E) of the Ohio Revised Code, for the new community district described in paragraph 3 below.

The Developers further state as follows:

1. The Authority is named "The Cornerstone of Centerville Community Development Authority".

2. The principal office of the Authority shall be located at 3445 Newmark Drive, Miamisburg, Ohio 45342, or such other location as may hereafter be determined by the Board of Trustees of the Authority.

3. Attached to this petition is a map (Exhibit A-1) and legal descriptions (Exhibit A-2) of those parcels comprising the new community district (the "District"), including a full and accurate description of the boundaries of the District, which is located entirely within the City of Centerville (the "City") and Greene County. All properties within such boundaries will be included in the District. The total acreage to be included in the District will be approximately 87.956 acres, all of which acreage is owned or controlled (within the meaning of Section 349.01(E) of the Ohio Revised Code) by the Developers. The property to be included in the District is developable as one functionally interrelated community.

4. Attached to this petition as Exhibit B is a statement setting forth the zoning regulations adopted for the area within the boundaries of the District for comprehensive development as a new community. The area within the boundaries of the District lies within the zoning jurisdiction of the City.

5. Attached to this petition as Exhibit C is a current plan indicating the proposed development program (the "Program") for the District; the land acquisition and land development activities, community facilities, and services which it is proposed the Authority will undertake under the Program; the proposed method of financing these activities and services; and the projected total population of the new community.

6. Consistent with Section 349.04 of the Ohio Revised Code, the Board of Trustees governing the Authority should consist of seven (7) members, with three (3) of those members to be citizen members appointed by the Council Members of the City (the "Council Members"), three (3) members to be appointed by the Developers (such appointment to be made by Developers owning not less than a majority of the acreage in

the District), and one (1) member to be appointed by the Council Members to serve as a representative of local government. The replacement of the Board of Trustees shall occur in accordance with Section 349.04 of the Ohio Revised Code. As permitted by such Section, the Developers request that the Council Members adopt an alternate method for the election of citizen members (rather than by a ratio relating to resident population).

7. Attached to this petition as Exhibit D is a preliminary economic feasibility analysis, including the area development pattern and demand, location and proposed District size, present and future socio-economic conditions, public services provision, financial plan, and a statement of the Developers' management capability.

8. The development will comply with all applicable environmental laws and regulations.

Attached Exhibits A-1, A-2, B, C, C-1, D and D-1 are part of this Petition.

Words and terms not defined herein shall have the meanings given in Section 349.01 of the Ohio Revised Code unless the context requires a different meaning.

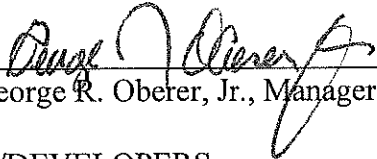
The Developers hereby request that the Council Members, as the organizational board of commissioners under Section 349.03 of the Ohio Revised Code, determine that this Petition complies as to form and substance with the requirements of Section 349.03 of the Ohio Revised Code, and further requests that the Council Members fix the time and place of a hearing on this petition for the establishment of the Authority. Pursuant to Section 349.03(A) of the Ohio Revised Code, that hearing must be held not less than thirty (30) nor more than forty-five (45) days after the filing of this Petition pursuant to Section 349.03 of the Ohio Revised Code on this 3 day of August, 2020.

(Signatures Begin on Following Page)

IN WITNESS WHEREOF, the Developers have caused this Petition for Organization of The Cornerstone of Centerville Community Development Authority to be executed by its duly authorized representative as of the day and year first above written.

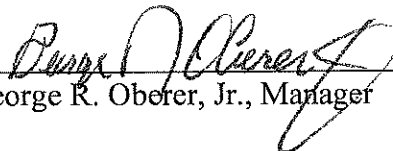
CORNERSTONE DEVELOPERS, LTD.
an Ohio limited liability company

By: Oberer Construction Managers, Ltd.,
an Ohio limited liability company and
its Manager

By: 
George R. Oberer, Jr., Manager

SIGNATURES OF ADDITIONAL CO-PETITIONERS/DEVELOPERS:

SHOPPES AT CORNERSTONE III, LTD.
an Ohio limited liability company

By: 
George R. Oberer, Jr., Manager

S&G 3, LLC, an Ohio limited liability company

By: _____
Name:
Title:

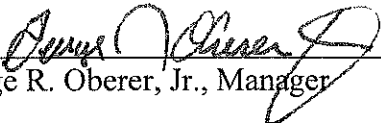
JIMMY L. BAKER, CO-TRUSTEE OF THE
JIMMY L. BAKER AND JENNIFER L BAKER
REVOCABLE LIVING TRUST DATED APRIL
25, 2011

JENNIFER L. BAKER, CO-TRUSTEE OF THE
JIMMY L. BAKER AND JENNIFER L BAKER
REVOCABLE LIVING TRUST DATED APRIL
25, 2011

KETTERING MEDICAL CENTER, an Ohio non-profit corporation

By: _____
Name:
Title:

CORNERSTONE VILLAGE ASSOCIATES, LTD., an Ohio limited liability company

By:  _____
George R. Oberer, Jr., Manager

NATIONAL RETAIL PROPERTIES, LP, a Delaware limited liability company

By: _____
Name:
Title:

DOGWOODCOMMONSPPLUS LLC, an Ohio limited liability company

By: _____
Name:
Title:

MURPHY VAC LLC, a Tennessee limited liability company

By: _____
Name:
Title:

CITY OF CENTERVILLE, OHIO, an Ohio municipal corporation

By: _____
Wayne S. Davis, City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT A-1

Map of New Community District

EXHIBIT LEGEND:

- Parcels comprising the new Community District (the "District").
- Park areas not subject to community development charges
- "District" boundary



- | | | |
|--|---|---|
| <p>1 LOT #3A CORNERSTONE, SEC. 5 REPLAT OF LOT 3
PLAT CAB.38, PAGES 207 A-B; 1.398 ACRES;
Parcel #L49000100010003300
OWNER: SHOPPES AT CORNERSTONE III, LTD.</p> | <p>6 LOT #2 CORNERSTONE, SEC. SEVEN A
PLAT CAB.38, PAGES 306A-307A; 10.5020 ACRES
Parcel #L49000100010004000
OWNER: KETTERING MEDICAL CENTER</p> | <p>11 LOT #2 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 16.206 ACRES
Parcel #L49000100010004500
OWNER: MURPHY VAC LLC</p> |
| <p>2 LOT #3B CORNERSTONE, SEC. 5 REPLAT OF LOT 3
PLAT CAB.38, PAGES 207 A-B; 0.6820 ACRES
Parcel #L49000100010003800
OWNER: BAKER, JIMMY L. & JENNIFER L. CO TRUSTEES</p> | <p>7 LOT #1D CORNERSTONE, SEC. 6, REPLAT OF LOT 1B
PLAT CAB.38, PAGES 390A-B; 2.889 ACRES
Parcel #L49000100010004200
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> | <p>12 LOT #3 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 19.780 ACRES
Parcel #L49000100010004600
LESS TREE PRESERVATION AREA: 1.7332 ACRES
OWNER: DOGWOODCOMMONSPUS, LLC</p> |
| <p>3 LOT #2 CORNERSTONE, SEC. 5
PLAT CAB.38, PAGES 103 A-B; 1.500 ACRES
Parcel #L49000100010003200
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> | <p>8 LOT #1C CORNERSTONE, SEC. 6, REPLAT OF LOT 1B
PLAT CAB.38, PAGES 390A-B; 1.269 ACRES
Parcel #L49000100010004100
OWNER: CORNERSTONE VILLAGE ASSOCIATES, LTD.</p> | <p>13 LOT #4 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 8.578 ACRES
Parcel #L49000100010004700
OWNER: CITY OF CENTERVILLE, OHIO</p> |
| <p>4 LOT #1 CORNERSTONE, SEC. 5
PLAT CAB.38, PAGES 103 A-B; 2.000 ACRES
Parcel #L49000100010003100
OWNER: S & G 3 LLC</p> | <p>9 LOT #1A CORNERSTONE, SEC. 6, REPLAT OF LOT 1
PLAT CAB.38, PAGES 336B-337B; 2.078 ACRES
Parcel #L49000100010003400
OWNER: NATIONAL RETAIL PROPERTIES LP</p> | <p>14 LOT #5 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 9.624 ACRES
Parcel #L49000100010004300
OWNER: CITY OF CENTERVILLE, OHIO</p> |
| <p>5 LOT #1 CORNERSTONE, SEC. SEVEN A
PLAT CAB.38, PAGES 306A-307A; 2.921 ACRES
Parcel #L49000100010003900
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> | <p>10 LOT #1 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 2.176 ACRES
Parcel #L49000100010004400
OWNER: MURPHY VAC LLC</p> | <p>15 REMAINDER 9.545 ACRES
of 122.882 Ac. In Parcel #L49000100010000200
Cornerstone Developers, LTD
O.R. 3542, pg. 508
LESS DETENTION POND AREA: 1.4389 ACRES
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> |

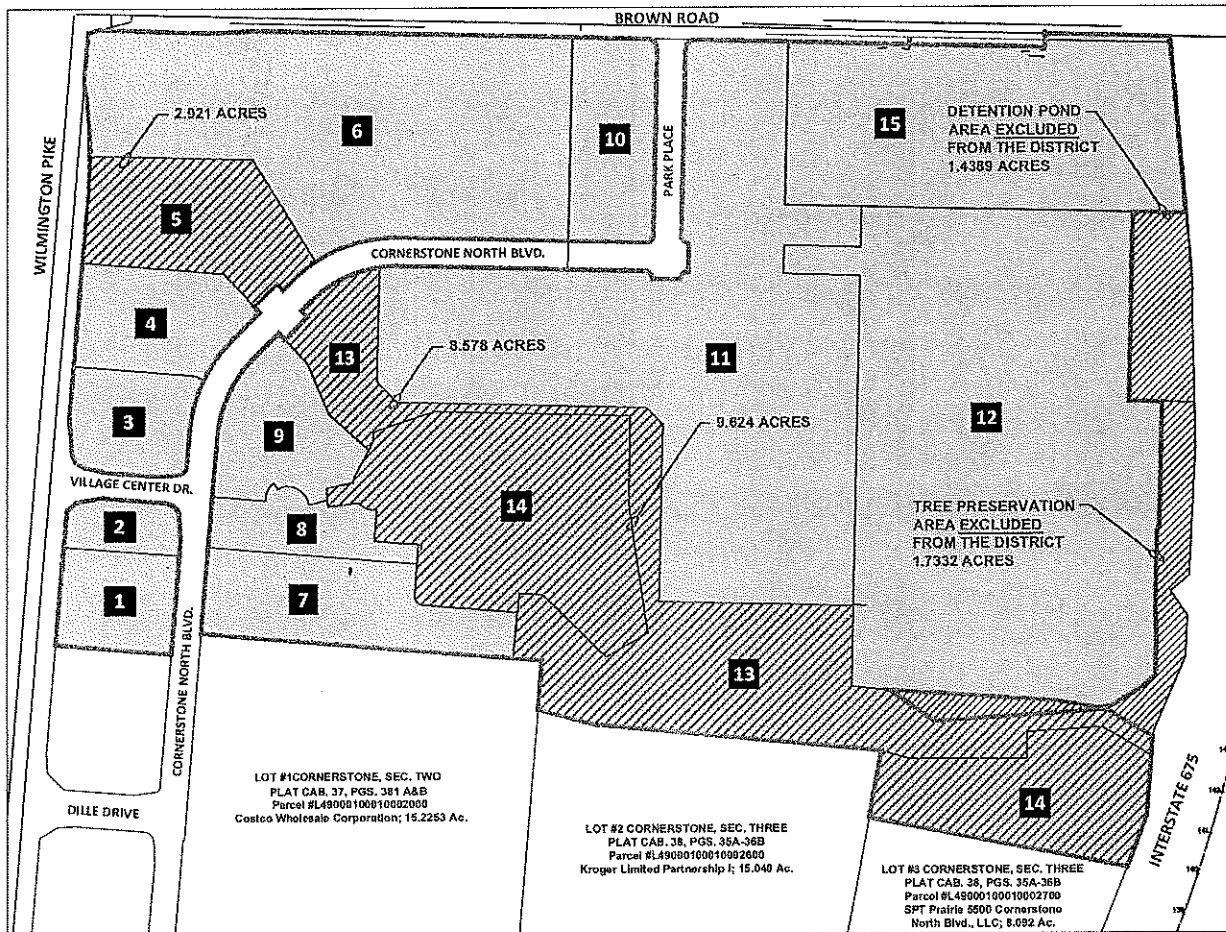


EXHIBIT A-2

Legal Description of New Community District

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003100. Parcel address: 5161 Cornerstone North Blvd., Centerville, Ohio 45440. [Hotel parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003200. Parcel address: 5181 Cornerstone North Blvd., Centerville, Ohio 45440. [Restaurant pad.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3A Cornerstone Section Five Replat of Lot 3 as recorded in Plat Cabinet 38, Pages 207A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003300. Parcel address: 5231 Cornerstone North Blvd., Centerville, Ohio 45440. [Shoppes III.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3B Cornerstone Section Five Replat of Lot 3 as recorded in Plat Cabinet 38, Pages 207A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003800. Parcel address: 5201 Cornerstone North Blvd., Centerville, Ohio 45440. [CoreLife parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1D Cornerstone Section Six Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 390A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004200. Parcel address: To Be Assigned Cornerstone North Blvd., Centerville, Ohio 45440. [Undeveloped Village Lot.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1A Cornerstone Section Six Replat of Lot 1 as recorded in Plat Cabinet 38, Pages 336B - 337B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003400. Parcel address: 5220 Cornerstone North Blvd., Centerville, Ohio 45440. [Cooper's Hawk.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1C Cornerstone Section Six Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 390A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004100. Parcel address: 5244 Cornerstone North Blvd., Centerville, Ohio 45440. [Building B.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Seven A Record Plan as recorded in Plat Cabinet 38, Pages 306A-307A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003900. [Park.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Seven A Record Plan as recorded in Plat Cabinet 38, Pages 306A-307A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004000. [Kettering Medical Center.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004400. [Multi-Family 2.176 acre parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004500. [Multi-Family 16.206 acre parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004600. Less and except the approximately 1.7332 acre parcel depicted as the "Tree Preservation Area" as shown on Exhibit A-1 hereto. [Age Restricted parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 4 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004700. [Passive Park.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 5 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004300. [Active Park.]

CORNERSTONE SECTION EIGHT
9.5443 ACRES

BEING THE 9.5443 ACRE REMAINDER OF THE ORIGINAL 122.882 ACRE TRACT, PARCEL #L49000100010000200, OWNED BY CORNERSTONE DEVELOPERS, Ltd. AS RECORDED IN OFFICIAL RECORD VOLUME 3542, PAGE 506 OF THE GREENE COUNTY RECORDER'S DEED RECORDS WITH SAID TRACT BEING SITUATE IN SECTION 9, TOWNSHIP 2, RANGE 6, CITY OF CENTERVILLE, SUGARCREEK TOWNSHIP, GREENE COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at an iron pin found in the northeasterly corner of lot number 2 of Cornerstone, Section Seven B as recorded in Plat Cabinet 39, pages 21B-23B and being also in the southerly right of line of Brown Road;

thence, South 88°38'49" East, 602.58 feet, along the southerly right of way line of Brown Road, to an iron pin found in the southeasterly corner of same;

thence, North 01°21'11" East, 15.75 feet, along the easterly right of way line of Brown Road, to a mag nail found in the northerly line of aforesaid original 122.882 acre tract;

thence, South 88°38'49" East, 293.12 feet, along the northerly line of the original 122.882 acre tract, to an iron pin found in the westerly limited access line of Interstate Route 675, owned by the State of Ohio as recorded in Official Record Volume 513, page 662;

thence, South 04°57'30" East, 547.06 feet, along the westerly limited access line of Interstate Route 675, to a corner, witness an iron pin found North 48°00'00" East, 1.37 feet from said corner;

thence, South 01°09'03" East, 291.79 feet, along the westerly limited access line of Interstate Route 675, to an iron pin found in a northeasterly corner of lot number 3 of Cornerstone, Section Seven B as referenced above;

thence, North 88°37'55" West, 153.80 feet, along a northerly line of said lot number 3, to an iron pin found;

thence, North 01°22'05" East, 440.00 feet, along an easterly line of said lot number 3, to an iron pin found;

thence, North 88°37'55" West, 815.00 feet, along the northerly line of said lot number 3 and a northerly line of lot number 2, to an iron pin found;

thence, North 01°22'05" East, 379.25 feet, along an easterly line of lot number 2, to the principal place of beginning.

Containing 9.5443 acres more or less and being subject to any highways and easements of record.

The above description was prepared by Steven E. Bowersox, Ohio Professional Surveyor number 7059 based on a survey performed under his direction with the bearings used for same being based on NAD 83, GEOID 2003 Ohio South Zone, ODOT VRS CORS Network.

Less and except the approximately 1.4839 acre parcel depicted as the "Detention Pond Area" as shown on Exhibit A-1 hereto.

EXHIBIT B

Zoning Regulations Applicable to New Community District

The following Zoning Regulations are applicable to Lot Number 1, Lot Number 2, Lot Number 3A and Lot Number 3B, of the Cornerstone Section Five Record Plan; Cornerstone Section Five Replat, and Lot Number 1 of the Cornerstone Section Six Record Plan, as further described below.

B-PD, BUSINESS PLANNED DEVELOPMENT

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003100. Parcel address: 5161 Cornerstone North Blvd., Centerville, Ohio 45440. [Hotel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003200. Parcel address: 5181 Cornerstone North Blvd., Centerville, Ohio 45440. [Restaurant Pad.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3A Cornerstone Section Five Replat of Lot 3 as recorded in Plat Cabinet 38, Pages 207A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003300. Parcel address: 5231 Cornerstone North Blvd., Centerville, Ohio 45440. [Shoppes III.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3B Cornerstone Section Five Replat of Lot 3 as recorded in Plat Cabinet 38, Pages 207A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003800. Parcel address: 5201 Cornerstone North Blvd., Centerville, Ohio 45440. [CoreLife parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1D Cornerstone Section Six Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 390A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004200. Parcel address: To Be Assigned Cornerstone North Blvd., Centerville, Ohio 45440. [Undeveloped Village Lot.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1A Cornerstone Section Six Replat of Lot 1 as recorded in Plat Cabinet 38, Pages 336B - 337B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003400. Parcel address: 5220 Cornerstone North Blvd., Centerville, Ohio 45440. [Cooper's Hawk.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1C Cornerstone Section Six Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 390A & B of the

plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004100. Parcel address: 5244 Cornerstone North Blvd., Centerville, Ohio 45440. [Building B.]

The following Zoning Regulations are applicable to Lot Number 1 of the Cornerstone Section Seven A Record Plan, as further described below.

B-PD, BUSINESS PLANNED DEVELOPMENT WITH CC, COMMUNITY CENTER OVERLAY

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Seven A Record Plan as recorded in Plat Cabinet 38, Pages 306A-307A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004000. [Kettering Medical Center.]

The following Zoning Regulations are applicable to Lot Number 1 and Lot Number 2 of the Cornerstone Section Seven B Record Plan, as further described below.

B-PD, BUSINESS PLANNED DEVELOPMENT WITH NC, NEIGHBORHOOD CENTER OVERLAY

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004400. [Multi-Family 2.176 acre parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004500. [Multi-Family 16.206 acre parcel.]

The following Zoning Regulations are applicable to Lot Number 3 of the Cornerstone Section Seven B Record Plan, and Lot Number 1 of the Cornerstone Section Eight Record Plan, as further described below.

R-PD, RESIDENTIAL PLANNED DEVELOPMENT WITH NR, NEIGHBORHOOD RESIDENTIAL OVERLAY

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004600. Less

and except the approximately 1.7332 acre parcel depicted as the "Tree Preservation Area" as shown on Exhibit A-1 hereto. [Age Restricted parcel.]

Cornerstone Section 8 - 9.5443 ACRE REMAINDER OF THE ORIGINAL 122.882 ACRE TRACT, Permanent Parcel Number: L49000100010000200. Less and except the approximately 1.4839 acre parcel depicted as the "Detention Pond Area" as shown on Exhibit A-1 hereto. [For Sale Parcel.]

EXHIBIT C

Proposed Current Development Program

A. Proposed New Community Development Program

The District boundaries are shown on the map attached as Exhibit A-1 of this petition.

The primary goal of the District's development program (the "Program") is to provide guidance for the mix of land uses and the associated community facilities and infrastructure necessary to fulfill the future needs of this portion of Centerville which is conveniently located to Washington Twp., Dayton, Kettering, Oakwood, Beavercreek and Bellbrook/Sugarcreek Twp. The District serve the surrounding community and will maximize connectivity and encourage an appropriate mix of land uses.

The current Program presents an arrangement of land uses meeting the zoning regulations of the City.

B. Land Acquisition and Land Development Activities

The Developers have acquired control by deed or lease all of the land in the District. A map of the acquired land can be found at Exhibit A-1 to this petition and legal descriptions of the acquired land can be found at Exhibit A-2 to this petition. All zoning has been approved for the development of the District, as documented at Exhibit B to this petition.

The Program calls for the creation of a mixed-use development, accommodating retail, restaurant and hotel users as well as professional, medical and corporate office users. The District is anticipated to include a twenty-six (26) acre residential component with approximately four hundred (400) housing units. Current businesses operating within the District include Shoppes at Cornerstone III, Ltd. whose tenants include: Corelife Eatery, First Watch Restaurants, Inc., Mr. Sammich, LLC (aka Firehouse Subs); Cooper's Hawk, and Scarlet and Gray Hospitality LLC (aka Home2Suites by Hilton).

A map reflecting the Master Plan for development in the proposed District is Exhibit C-1 to this petition.

C. Proposed Community Facilities and Services

The Authority will provide such community facilities and services as are determined by the Authority and as are permitted under Chapter 349 of the Ohio Revised Code from time to time within the District. Specifically, the Authority may provide (a) recreational facilities within the District as depicted on Exhibit C-1 {labeled as Park} to this petition and (b) entertainment and programming for the public provided in such recreational facilities.

D. Proposed Method of Financing the Community Facilities and Services

Community facilities and services will be financed using receipts from a community development charge (the "Charge"). Further discussion of the financial plan for the District is included in Exhibit D to this petition.

E. The Projected Total Population of the New Community

The current Program projects that the total population upon full development of the new community will be approximately 600 full time residents and the total employment within the new community will be approximately 395.

EXHIBIT C-1

Master Plan

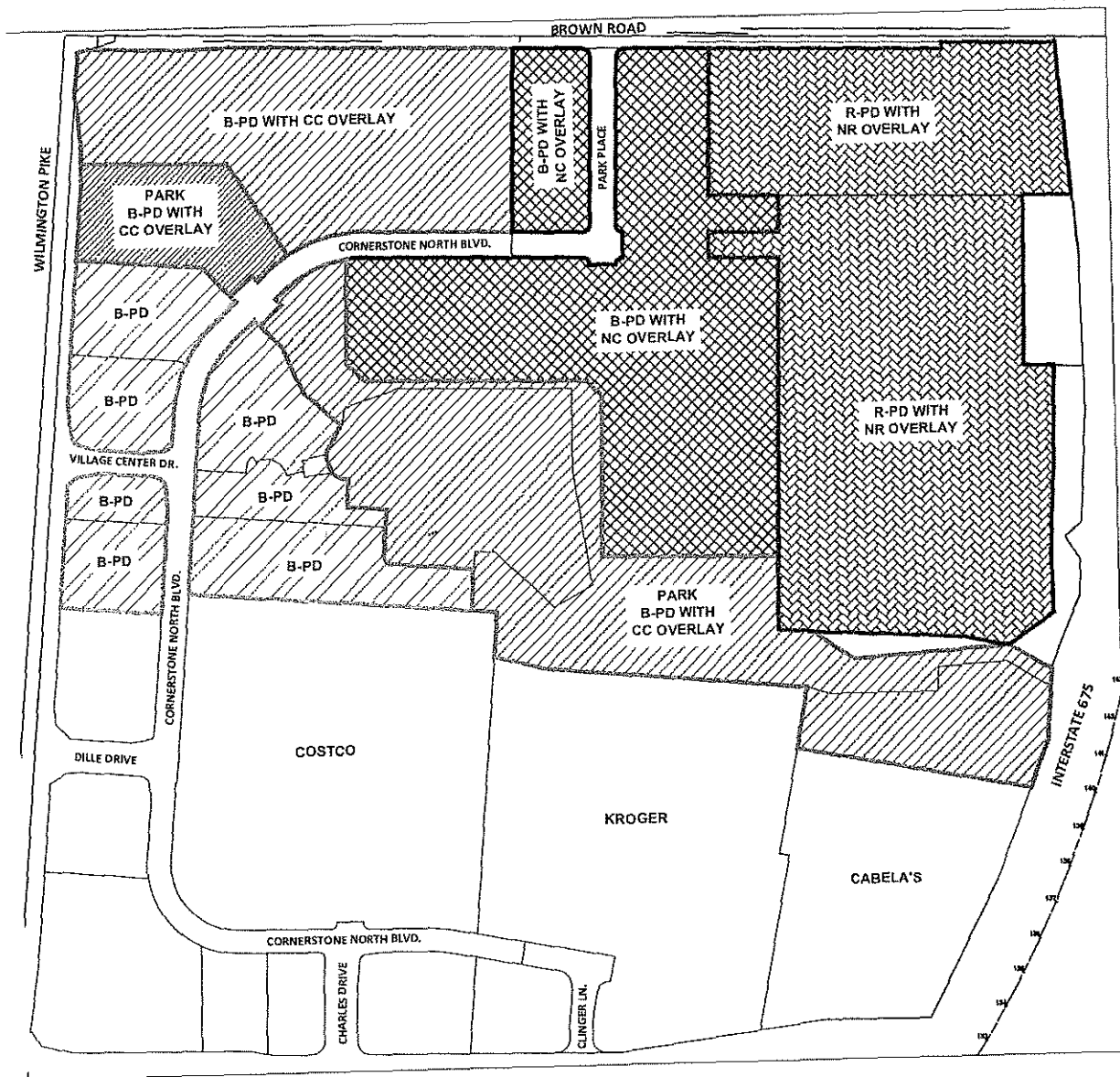


EXHIBIT D

Preliminary Economic Feasibility Analysis

A. Area Development Pattern and Demand

- The District is located in a development known as Cornerstone of Centerville, which is anchored by Costco, Kroger and Cabela's. The immediate land users are general commercial in nature. There have been three multi-user retail properties development in Cornerstone over the last three years. All three properties are fully leased. In addition, there have been five additional single user out parcels developed in Cornerstone. The District is located in the South Central Dayton sub-market as defined by CoStar. The vacancy rate for retail properties in the sub-market for the third quarter of 2017 was 5.5%.
- The multi-family occupancy rate for the Dayton Metro area as defined by REIS was 4% for 2017 and is only projected to increase to 4.7% in 2022. Inventory in the metro area has increased by 4.2% from 2012, while the occupied stock has increased by 6.6%. Between 2012 and 2017, completions have averaged 238 Units annually and reached a peak of 659 Units in 2016. Between 2012 and 2017, absorption figures reached a peak of 711 Units in 2016 and a low of -27 Units in 2012.

Hotel occupancy rates in the Dayton/Springfield market (as defined by Smith Travel Research) were 57.8% in April, 2017 with Average Daily Rates having increased 4.7% for the year ended April 30, 2017.

Hotel occupancy rates in the Dayton/Springfield market (as defined by Smith Travel Research) were 57.8% in April, 2017 with Average Daily Rates having increased 4.7% for the year ended April 30, 2017.

Demographic patterns indicate a demand for a community similar to the one proposed in the District. See item C below.

B. Location and Proposed District Size:

The Developers have assembled approximately 87.956 acres of land that will be included in the District. The location of the property is shown on the map that is Exhibit A-1 to this petition.

C. Present and Future Socio-Economic Conditions

Given the importance of the automobile, aviation and aerospace industries to the Area's economy, Dayton has a diverse economic base. Over 1,500 manufacturing firms are located in

the Dayton Area. With a combine total of approximately 4,000 bed in six area hospitals, Dayton is also considered to be an advanced medical community.

The District is located in Centerville and Sugarcreek Township, Greene County, Ohio which is part of the Dayton MSA (Metropolitan Statistical Area). The Dayton MSA includes three counties: Greene, Montgomery and Miami. The population of the MSA is estimated by Claritas as 800,766 in 2017 and is projected to grow to 804,257 by 2022. Per the U.S. Department of Housing and Urban Development, the 2017 current median income (4 persons) in the MSA is \$63,700 which is an increase of \$5,800 from 2013. The total employment in the MSA peaked at 390k in 2000. In 2009 it was about 355k and has increased nearly 4% to 370k in 2016. The unemployment rate for the MSA was estimated to be 4.7% in 2016. Employment data is from Texas A&M Real Estate Center. For more detailed demographic information, see Exhibit D-1.

D. Public Services Provision

(i) Freeways and Roads

The District is extremely accessible and conveniently located. Cornerstone of Centerville is located in southeast Dayton at the northeast corner of Feedwire Road and Wilmington Pike. The location of the District is convenient to the Wilmington Pike exit on I-675 which connects the property to the greater Dayton area.

Some road improvements have already been completed within the District and additional road improvements anticipated as part of the Program.

Public and private infrastructure, including sidewalks and bike paths, extensive landscaping created by the Developers will be subject to review and approval by the City as appropriate.

(ii) Zoning and Other Accommodations

The Developers have obtained the rezoning and other accommodations required for its planned development of the District.

(iii) Provision of Public Services by Local Government Jurisdictions

The Developers' land assemblage described in this document is located in Greene County and in the local general government jurisdiction of the City of Centerville. The City of Centerville provides police protection and Sugarcreek Township provides fire and emergency medical for the District developments. The City of Centerville also administers zoning within its jurisdictions.

Funds raised by the Charge will be directed towards the payment of capital improvements and associated operating and maintenance costs for community recreational facilities to serve the residents and property in the District.

(iv) Schools

The District's property lies in the Bellbrook-Sugarcreek Local School District. The District will have a positive financial impact on the School District and its facilities. The tax revenue generated by the District's developments will benefit the School District.

(v) Utilities

Sewer and Water. Greene County will provide sewer and water services to the District. Solid waste disposal is provided via private contractors selected by the businesses in the District.

Electric, Gas and Telephone Service. Electric and gas, and telephone services are provided by Dayton Power & Light and Vectren, respectively and are already available at a portion of the subject sites. The Developers will arrange to have the gas and electric service extended to the balance of the site concurrent with the completion of remaining public infrastructure. Telephone and cable television may be provided by or through various private providers.

E. Financial Plan: Charge Revenues

(i) Disclosures to Land Purchasers

Land purchasers shall be informed of the proposed Authority and the Charge during the sales process as required by section 349.07 of the Ohio Revised Code.

(ii) Charge Covenant Filing

Upon formation of the Authority and implementation of the Charge, the Developers will record a Declaration for the purpose of creating covenants running with the land to establish the obligation of current and future landowners to pay. Such Declaration will be filed on all property owned by the Developers that is proposed to be included in the District.

(iii) Method of Determining Charge Revenues

The Charge will be assessed against properties in the District at the rate of \$750 per acre per year. The park will constitute a community facility supported by the Charge collected from the other properties in the District; the park parcel(s) will not be subject to the Charge.

(iv) Apportioning Charge Revenues

Charge revenues will be apportioned to capital improvements and associated operating and maintenance costs for public services and community facilities to serve District

(vi) Charge Collections

Charge collections will be administered under the direction of the board of trustees of the Authority. Charges are payable semiannually on due dates to be determined by the Authority. As permitted by Section 349.07 of the Ohio Revised Code, the Authority may certify Charges to the Greene County Auditor, who will enter the Charges on the tax list and duplicate of real property and certify the Charges to the Greene County Treasurer for collection with the tax bills. Delinquent Charges will be collected in the same manner provided for the collection of delinquent real property taxes.

F. Developer's Management Capability

The principal Developer, Cornerstone Developers, Ltd., is an affiliate of the Oberer Companies. The Oberer Companies have been creating communities with character for more than 60 years. From the very beginning, the Oberer Companies have been guided by the principles of quality, integrity, and commitment to community. The Oberer Companies manage more than 800,000 square feet of space in shopping centers, office buildings and research and development centers. The Oberer Companies team has more than 100 years of combined experience in commercial development.

EXHIBIT D-1

Demographics



Executive Summary

Cornerstone North
5495 Wilmington Pike, Centerville, Ohio, 45440
Rings: 3, 5, 7 mile radii

Latitude: 39.66122
Longitude: -84.10757

	3 mile	5 mile	7 mile
Population			
2000 Population	57,555	134,362	250,910
2010 Population	57,935	135,268	254,485
2014 Population	57,271	134,074	254,045
2019 Population	57,076	133,681	254,125
2000-2010 Annual Rate	0.07%	0.07%	0.14%
2010-2014 Annual Rate	-0.27%	-0.21%	-0.04%
2014-2019 Annual Rate	-0.07%	-0.06%	0.01%
2014 Male Population	47.7%	47.9%	48.4%
2014 Female Population	52.3%	52.1%	51.6%
2014 Median Age	44.9	44.3	41.1

In the identified area, the current year population is 254,045. In 2010, the Census count in the area was 254,485. The rate of change since 2010 was -0.04% annually. The five-year projection for the population in the area is 254,125 representing a change of 0.01% annually from 2014 to 2019. Currently, the population is 48.4% male and 51.6% female.

Median Age

The median age in this area is 44.9, compared to U.S. median age of 37.7.

Race and Ethnicity

2014 White Alone	91.4%	91.2%	89.2%
2014 Black Alone	3.4%	3.2%	4.4%
2014 American Indian/Alaska Native Alone	0.2%	0.2%	0.2%
2014 Asian Alone	2.3%	2.6%	3.0%
2014 Pacific Islander Alone	0.0%	0.0%	0.0%
2014 Other Race	0.6%	0.6%	0.8%
2014 Two or More Races	2.0%	2.1%	2.4%
2014 Hispanic Origin (Any Race)	2.4%	2.4%	2.8%

Persons of Hispanic origin represent 2.8% of the population in the identified area compared to 17.5% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 24.6 in the identified area, compared to 62.6 for the U.S. as a whole.

Households

2000 Households	23,781	56,257	103,673
2010 Households	25,022	58,517	107,390
2014 Total Households	24,999	58,483	107,829
2019 Total Households	25,042	58,515	108,114
2000-2010 Annual Rate	0.51%	0.39%	0.35%
2010-2014 Annual Rate	-0.02%	-0.01%	0.10%
2014-2019 Annual Rate	0.03%	0.01%	0.05%
2014 Average Household Size	2.27	2.27	2.28

The household count in this area has changed from 107,390 in 2010 to 107,829 in the current year, a change of 0.10% annually. The five-year projection of households is 108,114, a change of 0.05% annually from the current year total. Average household size is currently 2.28, compared to 2.30 in the year 2010. The number of families in the current year is 66,058 in the specified area.



Executive Summary

Cornerstone North
 5495 Wilmington Pike, Centerville, Ohio, 45440
 Rings: 3, 5, 7 mile radii

Latitude: 39.66122
 Longitude: -84.10757

	3 mile	5 mile	7 mile
Median Household Income			
2014 Median Household Income	\$58,219	\$57,260	\$53,308
2019 Median Household Income	\$70,403	\$68,638	\$62,540
2014-2019 Annual Rate	3.87%	3.69%	3.25%
Average Household Income			
2014 Average Household Income	\$77,857	\$79,368	\$74,771
2019 Average Household Income	\$87,851	\$89,621	\$84,356
2014-2019 Annual Rate	2.44%	2.46%	2.44%
Per Capita Income			
2014 Per Capita Income	\$34,153	\$34,698	\$32,070
2019 Per Capita Income	\$38,748	\$39,328	\$36,303
2014-2019 Annual Rate	2.56%	2.54%	2.51%

Households by Income

Current median household income is \$53,308 in the area, compared to \$52,076 for all U.S. households. Median household income is projected to be \$62,540 in five years, compared to \$59,599 for all U.S. households

Current average household income is \$74,771 in this area, compared to \$72,809 for all U.S. households. Average household income is projected to be \$84,356 in five years, compared to \$83,937 for all U.S. households

Current per capita income is \$32,070 in the area, compared to the U.S. per capita income of \$27,871. The per capita income is projected to be \$36,303 in five years, compared to \$32,168 for all U.S. households

Housing

2000 Total Housing Units	24,712	58,627	109,240
2000 Owner Occupied Housing Units	17,585	41,211	73,449
2000 Renter Occupied Housing Units	6,195	15,046	30,224
2000 Vacant Housing Units	932	2,370	5,567
2010 Total Housing Units	26,680	62,665	116,620
2010 Owner Occupied Housing Units	17,941	41,623	74,040
2010 Renter Occupied Housing Units	7,081	16,894	33,350
2010 Vacant Housing Units	1,658	4,148	9,230
2014 Total Housing Units	27,049	63,442	118,147
2014 Owner Occupied Housing Units	17,427	40,509	72,273
2014 Renter Occupied Housing Units	7,572	17,973	35,556
2014 Vacant Housing Units	2,050	4,959	10,318
2019 Total Housing Units	27,306	63,864	118,892
2019 Owner Occupied Housing Units	17,319	40,303	72,200
2019 Renter Occupied Housing Units	7,724	18,212	35,914
2019 Vacant Housing Units	2,264	5,349	10,778

Currently, 61.2% of the 118,147 housing units in the area are owner occupied; 30.1%, renter occupied; and 8.7% are vacant. Currently, in the U.S., 56.0% of the housing units in the area are owner occupied; 32.4% are renter occupied; and 11.6% are vacant. In 2010, there were 116,620 housing units in the area - 63.5% owner occupied, 28.6% renter occupied, and 7.9% vacant. The annual rate of change in housing units since 2010 is 0.58%. Median home value in the area is \$167,945, compared to a median home value of \$190,791 for the U.S. In five years, median value is projected to change by 2.92% annually to \$193,929.

DECLARATION
OF
COVENANTS, RESTRICTIONS AND AGREEMENTS

FOR

THE CORNERSTONE OF CENTERVILLE COMMUNITY DEVELOPMENT AUTHORITY

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**DECLARATION OF COVENANTS, RESTRICTIONS
AND AGREEMENTS FOR THE CORNERSTONE OF CENTERVILLE COMMUNITY
DEVELOPMENT AUTHORITY**

This DECLARATION OF COVENANTS, RESTRICTIONS AND AGREEMENTS FOR THE CORNERSTONE OF CENTERVILLE COMMUNITY DEVELOPMENT AUTHORITY is made on this 3 day of August, 2020, by CORNERSTONE DEVELOPERS, LTD., an Ohio limited liability company, SHOPPES AT CORNERSTONE III, LTD., an Ohio limited liability company, S&G 3, LLC, an Ohio limited liability company, JIMMY L. BAKER AND JENNIFER L. BAKER, CO-TRUSTEES OF THE JIMMY L. BAKER AND JENNIFER L BAKER REVOCABLE LIVING TRUST DATED APRIL 25, 2011, KETTERING MEDICAL CENTER, an Ohio non-profit corporation, CORNERSTONE VILLAGE ASSOCIATES, LTD., an Ohio limited liability company, NATIONAL RETAIL PROPERTIES, LP, a Delaware limited liability company, DOGWOODCOMMONSPPLUS LLC, an Ohio limited liability company, MURPHY VAC LLC, a Tennessee limited liability company, and CITY OF CENTERVILLE, OHIO, an Ohio municipal corporation (together with their respective successors and assigns, each a "Developer" collectively, the "Developers").

RECITALS

A. The Developers are all of the owners of the Initial Property (as herein defined). From time to time Additional Property (as herein defined) owned by any Developer and/or Additional Developers (as herein defined) may be subjected to this Declaration.

B. The Developers desire that the Initial Property be developed as a mixed use development for the mutual benefit of the Owners (as herein defined) and the people of the region in which the Initial Property is located.

C. In furtherance of the foregoing, the Developers desire to provide for community facilities and services for the conduct of commercial, residential, governmental, cultural and/or recreational activities as set forth in this Declaration. Such community facilities may include (a) recreational facilities, and (b) entertainment and programing for the public provided in such recreational facilities.

D. The Developers desire to provide for the establishment of the Community Development Charge (as herein defined) to pay for such facilities and services or, to the extent any of such facilities and services are provided by parties other than The Cornerstone of Centerville Community Development Authority, to reimburse such parties for the costs and expenses of such facilities and services.

ARTICLE I
PURPOSE AND INTENT

The Developers intend that the Property (as herein defined) shall become a New Community District (as herein defined) which shall be formed in accordance with Chapter 349 of the Ohio Revised Code for the benefit of the Developers and Owners, and in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Developers and Owners shall be bound by the terms of this Declaration. The Developers have no obligation with respect to the organization of any new community authority that includes the Property except that the Developers have executed and filed or will execute and file with the appropriate government officials a petition to initiate proceedings for the organization of The Cornerstone of Centerville Community Development Authority and creation of the New Community District (as herein defined) in accordance with Chapter 349 (as herein defined). The Developers desire the creation of the New Community District and the organization of The Cornerstone of Centerville Community Development Authority for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community in the City of Centerville (the "City") through the implementation of a New Community Development Program (as herein defined). The Developers anticipate that the costs of carrying out the New Community Development Program, including debt service on New Community (as herein defined) bonds, notes or loans authorized by The Cornerstone of Centerville Community Development Authority under Chapter 349 and any other cost incurred by The Cornerstone of Centerville Community Development Authority in the exercise of its powers under Chapter 349, will be covered by the payment of the Community Development Charge (as herein defined) by each Owner.

In order to provide for the District, the implementation of The Cornerstone of Centerville Community Development 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 any part thereof, including their respective heirs, personal and 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 each Owner 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 Cornerstone of Centerville Community Development Authority.

ARTICLE II
DEFINITIONS

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

2.1 Additional Developers. “Additional Developers” means one or more entities (and its or their respective successors in interest) other than the Developers which agree to subject certain Additional Property owned or controlled by such entity to this Declaration and which (i) the Developers if within the Development Period or (ii) the Owners of the Property if after the Development Period, determine to permit to become a party to this Declaration. A person or entity shall be deemed a successor in interest of an Additional Developer only if specifically so designated in a duly recorded written instrument as a successor or assign of an Additional Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of such Additional Developer only as to the particular rights or interests of that Additional Developer under this Declaration or under such supplemental Declaration which are specifically designated in the recorded written instrument.

2.2 Additional Property. “Additional Property” means such other real estate as may be subjected to this Declaration pursuant to Section 7.1 hereof.

2.3 The Cornerstone of Centerville Community Development Authority. “The Cornerstone of Centerville Community Development Authority” means the new community authority, a body corporate and politic, established or to be established for the District pursuant to Chapter 349.

2.4 Board. “Board” means the Board of Trustees of The Cornerstone of Centerville Community Development Authority.

2.5 Chapter 349. “Chapter 349” means Chapter 349 of the Ohio Revised Code.

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

2.7 Declaration. “Declaration” means this Declaration of Covenants, Restrictions and Agreements made as of the date set forth above, as the same may from time to time be amended or supplemented in the manner prescribed in Article VII.

2.8 Developers. “Developers” is defined in the preamble, but the defined term includes each Developer's respective successors in interest. A person or entity shall be deemed a successor in interest of a Developer only if specifically so designated in a duly recorded written instrument as a successor or assign of a Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of a Developer only as to the particular rights or interests of a Developer under this Declaration or under such supplemental Declaration which are specifically designated in the recorded written instrument.

2.9 Development Period. “Development Period” means the period commencing on the date on which this Declaration is Recorded (as herein defined) and ending on the date the

Developers have sold all Parcels to other Owners (other than to other Developers or Additional Developers).

2.10 District. “District” or “New Community District” means the New Community District created pursuant to this Declaration under Chapter 349.

2.11 Fiscal Meeting. “Fiscal Meeting” means the annual meeting of the Board described in Article V.

2.12 Initial Property. “Initial Property” means the real estate as described in Exhibit A attached hereto and incorporated herein by reference and located in the City.

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

2.14 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: (a) fee simple, (b) reversion, (c) remainder, or (d) leasehold estate of 40 years or more, but shall not include The Cornerstone of Centerville Community Development Authority.

2.15 Parcel. “Parcel” means such parcel of the Property that has a separate listing on the tax duplicate of the Auditor of Greene County, Ohio, or on the records of any other official authorized by Ohio law to assess real estate in Greene County.

2.16 Property. “Property” means the Initial Property and, upon an amendment or supplement to this Declaration adding any Additional Property in accordance with Section 7.1, the Initial Property and such Additional Property.

2.17 Recorded. “Recorded” means filed for record in the office of the Recorder of Greene County, Ohio, or in such other office as may be provided by law for the recordation of instruments conveying lands in Greene County, Ohio.

2.18 Restrictions. “Restrictions” means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

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

2.20 Terms Defined in Chapter 349. The terms “Community Facilities,” “Land Development,” “New Community,” “New Community Authority,” “New Community Development Program,” “New Community District” and “Organizational Board of Commissioners” have the meanings given in Section 349.01 of the Ohio Revised Code.

ARTICLE III
COVENANT FOR COMMUNITY DEVELOPMENT CHARGE

3.1 Community Development Charge Covenant. The Developers as the original Owners of the Property hereby covenant, and each Owner of any Parcel, by acceptance of a deed or other instrument or conveyance therefore, shall covenant and be deemed to covenant, to pay or secure the payment of the Community Development Charge as provided in Articles III and IV. The Developers and each Owner agree that every transfer agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Ohio Revised Code, specifically refer to the Community Development Charge and identify the instrument number in the deed records in which this Declaration is Recorded. Notwithstanding anything to the contrary in this Declaration, the Park (as defined below) shall be part of the District, but shall not be subject to the Community Development Charge.

3.2 Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of The Cornerstone of Centerville Community Development Authority to cover all or part of the following (a) to the costs and expenses of the development, construction, operation and maintenance of, and the programming for, recreational facilities to be located on the Property which recreational facilities shall include, but not be limited to, the portion of the Property depicted as the “Park” on Exhibit B hereto (the “Park”), and (b) to any other cost incurred by The Cornerstone of Centerville Community Development Authority in accordance with Chapter 349, or the debt service for financing of any of the foregoing, in each case as reasonably determined by the Board.

To the extent any of the costs and expenses described in this Section 3.2 are incurred by parties other than The Cornerstone of Centerville Community Development Authority (including, without limitation, Developer), The Cornerstone of Centerville Community Development Authority shall use the Community Development Charge to reimburse such parties for such costs and expenses.

ARTICLE IV
COMMUNITY DEVELOPMENT CHARGE

4.1 Establishment of Community Development Charge; Effective Date. There is hereby established for the benefit of the Cornerstone of Centerville Community Development Authority an annual Community Development Charge in an amount determined in accordance with Section 4.2. Such Community Development Charge shall be paid to The Cornerstone of Centerville Community Development Authority by each Owner in the manner provided in this Article.

4.2 Amount of Community Development Charge. Subject to waiver, reduction or termination of the Community Development Charge as provided in Sections 5.3 and 5.4, the amount of the annual Community Development Charge for each Parcel shall be the amount equal to the acreage in such Parcel multiplied by \$750.00 (the “Collection Rate”). The Community

Development Charge based on the Collection Rate is the only such charge authorized by this Declaration.

4.3 Payment. The annual Community Development Charge shall be due and payable on the date or dates determined by the Board, provided that the Community Development Charge may not be collected more frequently than semi-annually. No Owner shall be required to prepay any installment to The Cornerstone of Centerville Community Development Authority, but nothing herein shall preclude Owner from agreeing with The Cornerstone of Centerville Community Development Authority to prepay all or any part of the semi-annual installments on a monthly or other basis.

4.4 Acreage. The acreage of each Parcel for purposes of calculating the Community Development Charge shall be the acreage of such Parcel as reported by the Greene County, Ohio Auditor's Office.

4.5 Penalty and Interest. If any installment of the Community Development Charge is not paid on or before the due date or dates established by the Board pursuant to Section 4.3, 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 Cornerstone of Centerville Community Development 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.

4.6 Community Development Charge Lien. The Community Development Charge, including any penalty and interest thereon, shall constitute a continuing lien in favor of The Cornerstone of Centerville Community Development Authority on such Parcel. If an installment or any part of an installment of the Community Development Charge is not paid within the period provided in Section 4.3, the lien with respect to such delinquent installment or part thereof shall be enforceable subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. 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. In any such enforcement proceeding, the amount that may be recovered by The Cornerstone of Centerville Community Development Authority shall include all costs of such proceeding, including reasonable attorney's fees. In any such

foreclosure sale, The Cornerstone of Centerville Community Development Authority may become the purchaser.

4.7 Evidence of Payment. Upon the request of any Owner or any mortgagee or lessee of any 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 Parcel.

4.8 Remedies. No remedy conferred upon or reserved to The Cornerstone of Centerville Community Development 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 Cornerstone of Centerville Community Development Authority or now or hereafter existing.

ARTICLE V
PROCEDURE FOR WAIVER, REDUCTION OR TERMINATION OF THE
COMMUNITY DEVELOPMENT CHARGE

5.1 Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced or terminated. The Fiscal Meeting shall be held on such date as the Board shall determine. The Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce or terminate the Community Development Charge except at a Fiscal Meeting.

5.2 Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Ohio 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 V.

5.3 Waiver, Reduction 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 5.3 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.

The Board shall have no right to increase the Community Development Charge Collection Rate established under Section 4.2.

Except as otherwise provided in this Declaration: (a) every action taken by the Board pursuant to this Article shall be governed by, and taken with reference to, the fiscal requirements of The Cornerstone of Centerville Community Development 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 3.2.

ARTICLE VI

DURATION, AMENDMENT AND TERMINATION

6.1 Effective Date. The Restrictions shall be effective and shall be and be deemed covenants running with the land when this Declaration is recorded (the "Effective Date"). The Community Development Charge shall accrue beginning as of the Effective Date. However, subsequent to the Effective Date, no Community Development Charge shall be collected, and The Cornerstone of Centerville Community Development Authority shall have no rights or obligations hereunder, until The Cornerstone of Centerville Community Development Authority executes and there is recorded an instrument by which The Cornerstone of Centerville Community Development Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

6.2 Duration and Effect. The Restrictions (a) shall be and shall be construed as covenants running with the land; (b) shall be binding upon the Developers, The Cornerstone of Centerville Community Development Authority and each Owner; and (c) shall inure to the benefit of and be enforceable by (i) the Developers or The Cornerstone of Centerville Community Development Authority (regardless of whether or not any such beneficiary owns an interest in any Parcel), and (ii) each Owner. Unless amended, stayed or terminated as provided in this Article, the Restrictions shall continue in full force and effect until December 31, 2046, and thereafter the Restrictions shall be automatically renewed for successive ten-year periods unless terminated pursuant to Section 6.3.

6.3 Stay or Termination of Restrictions. The Restrictions shall be terminated if and effective as of the date when, there occurs a dissolution of The Cornerstone of Centerville Community Development Authority pursuant to Chapter 349. The Developers shall have the right to terminate the Restrictions up until the date The Cornerstone of Centerville Community Development Authority is formed by approval of the petition. Notwithstanding any other provision of this Declaration, no termination, stay or amendment of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of The Cornerstone of Centerville Community Development Authority under the terms of any outstanding The Cornerstone of Centerville Community Development Authority bonds, notes or loans authorized by The Cornerstone of Centerville Community Development Authority under Chapter 349. Further, except as hereafter provided, no termination due to dissolution of The Cornerstone of Centerville Community Development Authority pursuant to Chapter 349 shall be effective unless approved in writing by a vote of Owners representing not less than 66% of the acreage of

Property at the time of execution of such termination document and, if during the Development Period, consented to in writing by the Developers. Notwithstanding any other provision of this Declaration, the Restrictions shall terminate and shall be null and void automatically as to any Parcel if and on the date that such Parcel is removed from the District. No amendments to this Section 6.3 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 Cornerstone of Centerville Community Development Authority from (a) implementing or collecting the Community Development Charge or (b) 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 Cornerstone of Centerville Community Development Authority shall, within thirty (30) 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 (which course of action shall be subject to the written approval of the Developer if during the Development Period), and if within such thirty (30) day (or extended) period no course of action is agreed upon by The Cornerstone of Centerville Community Development Authority (and consented to by the Developers, as applicable), subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by The Cornerstone of Centerville Community Development Authority under Chapter 349, the Restrictions shall be terminated on such date as shall be designated in a written declaration of termination by The Cornerstone of Centerville Community Development Authority.

If the Restrictions are required or permitted to be terminated or stayed pursuant to this Section, such termination or stay shall become effective when a certificate or other document stating the authority for such termination or stay and signed by the person or entity or entities empowered to effect such termination or stay is Recorded. If the Restrictions terminate, stay or resume automatically, a certificate or other document stating the authority for such termination, stay or resumption and the effective date thereof shall promptly be Recorded by The Cornerstone of Centerville Community Development Authority.

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

ARTICLE VII

EXPANSION; AMENDMENTS AND SUPPLEMENTS

7.1 Additional Property. Additional Property may from time to time be subjected to this Declaration and the Restrictions by consent of the "Developers" (as defined in Chapter 349), after approval of the expansion of the New Community District in accordance with Chapter 349, by recording a supplemental Declaration describing the Additional Property and subjecting it to

the Restrictions and this Declaration. 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, Tenants, 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.

7.2 Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Developers until The Cornerstone of Centerville Community Development Authority is formed and, thereafter, The Cornerstone of Centerville Community Development Authority, may amend or supplement this Declaration (a) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (b) to make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charge or to reduce or eliminate the Community Development Charge; (c) to conform this Declaration to any amendment permitted by Section 349.03 of the Ohio Revised Code to the petition filed by the Developers pursuant to that Section to organize the Community Authority; (d) to permit The Cornerstone of Centerville Community Development Authority to comply with any obligations imposed upon it by law; (e) to specify further the duties and responsibilities of, and to define further the relationship among, the Owners, the Developers and The Cornerstone of Centerville Community Development Authority; (f) subject to Section 7.1, to admit Additional Developers to this Declaration by supplemental Declaration under Section 7.1 or otherwise; or (g) to make any other amendment which, in the judgment of the Developers until The Cornerstone of Centerville Community Development Authority is formed and, thereafter, The Cornerstone of Centerville Community Development Authority, is not to the material prejudice of the Owners.

The Board shall have no right to increase the Community Development Charge Collection Rate established under Section 4.2.

7.3 Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 5.3, 6.3, 7.1 or 7.2, no provision of this Declaration may be amended or supplemented in whole or in part or terminated without the written consent of Owners of not less than 66% of the acreage of all Parcels, and, if during the Development Period, the written consent of the Developers.

In connection with any bonds, notes or loans authorized by The Cornerstone of Centerville Community Development Authority under Chapter 349, The Cornerstone of Centerville Community Development 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 9.98(0) 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 Developers

or the holders of any outstanding The Cornerstone of Centerville Community Development Authority bonds, notes or loans issued under Chapter 349 or provider of a "Credit facility" as defined in Section 9.98(0) 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.

7.4 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 VIII **MISCELLANEOUS**

8.1 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.

8.2 Reservation. Subject to the Declaration being recorded, but prior to the District being created pursuant to Chapter 349, the Developers may sell to purchasers (the "Purchasers") Parcels which may comprise a part of the Property and be included as part of the District. Each Purchaser, and each Purchaser's successors and assigns, shall be deemed an Owner and shall take title to the Parcels subject to the Declaration. In order to more fully provide for the inclusion of the Parcels as part of the District, the Developers hereby reserves to themselves and their successors and assigns a reservation in the Parcels and a beneficial interest and control therein solely for the purpose of including the Parcels 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. In recognition of such reservation, and in order to more fully evidence the Developers' reservation, each Purchaser irrevocably constitutes and appoints the Developers 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 Developers 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 the Developers or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

8.3 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.

8.4 Approval of Developers; Owners. In each instance where consent, approval or agreement of the Developers is required under this Declaration, the consent, approval or agreement of Developers representing not less than 66% of the acreage of Property owned by the Developers at the time shall be deemed consent, approval or agreement of all of the Developers and the dissenting Developers, if any, shall take such actions or execute such documents or instruments as may be necessary in order to evidence the consent, approval or agreement of the Developers. In each instance where consent, approval or agreement of the Owners is required under this Owners, the consent, approval or agreement of Owners representing not less than 66% of the acreage of Property owned by the Owners at the time shall be deemed consent, approval or agreement of all of the Owners and the dissenting Owners, if any, shall take such actions or execute such documents or instruments as may be necessary in order to evidence the consent, approval or agreement of the Owners.

8.5 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.

8.6 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.

8.7 Interpretation and References. Any reference in this Declaration to a section or provision of the Ohio Revised Code or to the laws of Ohio shall, unless otherwise provided herein, 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, ample orientation 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 plural, and vice versa.

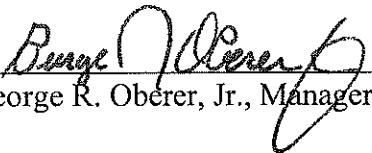
References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles in this Declaration. The terms "hereof," "herein," "hereby," "hereto" and "hereunder," and similar terms, mean and refer to this Declaration.

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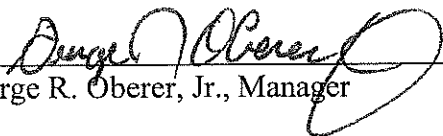
IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed by its duly authorized representative as of the day and year first above written.

CORNERSTONE DEVELOPERS, LTD.
an Ohio limited liability company

By: Oberer Construction Managers, Ltd.,
an Ohio limited liability company and
its Manager

By: 
George R. Oberer, Jr., Manager

SHOPPES AT CORNERSTONE III, LTD.,
an Ohio limited liability company

By: 
George R. Oberer, Jr., Manager

S&G 3, LLC,
an Ohio limited liability company

By: _____
Name:
Title:

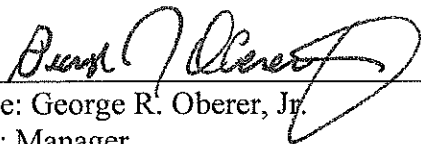
JIMMY L. BAKER, CO-TRUSTEE OF THE
JIMMY L. BAKER AND JENNIFER L BAKER
REVOCABLE LIVING TRUST DATED APRIL
25, 2011

JENNIFER L. BAKER, CO-TRUSTEE OF THE
JIMMY L. BAKER AND JENNIFER L BAKER
REVOCABLE LIVING TRUST DATED APRIL
25, 2011

KETTERING MEDICAL CENTER, an Ohio
non-profit corporation

By: _____
Name:
Title:

**CORNERSTONE VILLAGE ASSOCIATES,
LTD.**, an Ohio limited liability company

By: 
Name: George R. Oberer, Jr.
Title: Manager

NATIONAL RETAIL PROPERTIES, LP, a
Delaware limited liability company

By: _____
Name:
Title:

DOGWOODCOMMONSPPLUS LLC, an Ohio
limited liability company

By: _____
Name:
Title:

MURPHY VAC LLC, a Tennessee limited liability company

By: _____
Name:
Title:

CITY OF CENTERVILLE, OHIO, an Ohio municipal corporation

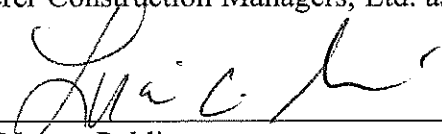
By: _____
Wayne S. Davis, City Manager

APPROVED AS TO FORM:

City Attorney

STATE OF OHIO)
) SS:
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 3 day of August, 2020, by George R. Oberer, Jr., the Manager of Oberer Construction Managers, Ltd., an Ohio limited liability company, the Manager of Cornerstone Developers, Ltd. an Ohio limited liability company, on behalf of Oberer Construction Managers, Ltd. as Manager of Cornerstone Developers, Ltd.



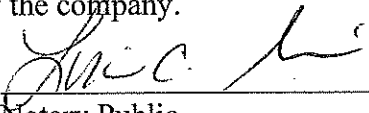
Notary Public



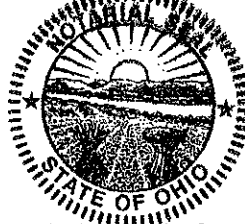
LISA C GIBSON, NOTARY PUBLIC
In and for the State of Ohio
MY COMMISSION EXPIRES
March 23, 2024

STATE OF OHIO)
) SS:
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 3 day of August, 2020, by George R. Oberer, Jr., the Manager of Shoppes at Cornerstone III, Ltd., an Ohio limited liability company, on behalf of the company.



Notary Public



LISA C GIBSON, NOTARY PUBLIC
In and for the State of Ohio
MY COMMISSION EXPIRES
March 23, 2024

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of S&G 3, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by JIMMY L. BAKER, CO-TRUSTEE OF THE JIMMY L. BAKER AND JENNIFER L BAKER REVOCABLE LIVING TRUST DATED APRIL 25, 2011.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by JENNIFER L. BAKER, CO-TRUSTEE OF THE JIMMY L. BAKER AND JENNIFER L BAKER REVOCABLE LIVING TRUST DATED APRIL 25, 2011.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of KETTERING MEDICAL CENTER, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of CORNERSTONE VILLAGE ASSOCIATES, LTD., an Ohio limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of NATIONAL RETAIL PROPERTIES, LP, a Delaware limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of DOGWOODCOMMONSPPLUS LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of **MURPHY VAC LLC**, a Tennessee limited liability company, on behalf of the company.

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Wayne S. Davis, City Manager of **CITY OF CENTERVILLE, OHIO**, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public

This document prepared by:
Susan C. Cornett, Esq.
Thompson Hine LLP
10050 Innovation Drive, Suite 400
Dayton, Ohio 45342

CONSENT AND SUBORDINATION

The undersigned, DILLE LABORATORIES CORPORATION, an Ohio corporation, as holder of (i) that certain mortgage dated as of June 29, 2010, executed by CORNERSTONE DEVELOPERS, LTD., an Ohio limited liability company ("Cornerstone"), filed for record June 29, 2010 in Volume 3029, Page 598, and (ii) that certain mortgage, executed by Cornerstone, filed for record October 4, 2013 in Volume 3447, Page 848, both of the Greene County Official Records (the "Mortgages"), hereby consents to the foregoing Declaration of Covenants, Restrictions and Agreements for the Cornerstone of Centerville Community Development Authority (the "Declaration") and agrees that the lien of its Mortgages, as described herein and as amended from time to time, shall be subordinate to the terms and conditions of the Declaration.

DILLE LABORATORIES CORPORATION,
an Ohio corporation

By: _____
Name:
Title:

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, _____ of DILLE LABORATORIES CORPORATION, an Ohio corporation, on behalf of the corporation.

Notary Public

EXHIBIT A

Legal Description of New Community District

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003100. Parcel address: 5161 Cornerstone North Blvd., Centerville, Ohio 45440. [Hotel parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Five Record Plan as recorded in Plat Cabinet 38, Pages 103A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003200. Parcel address: 5181 Cornerstone North Blvd., Centerville, Ohio 45440. [Restaurant pad.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3A Cornerstone Section Five Replat of Lot 3 as recorded in Plat Cabinet 38, Pages 207A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003300. Parcel address: 5231 Cornerstone North Blvd., Centerville, Ohio 45440. [Shoppes III.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3B Cornerstone Section Five Replat of Lot 3 as recorded in Plat Cabinet 38, Pages 207A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003800. Parcel address: 5201 Cornerstone North Blvd., Centerville, Ohio 45440. [CoreLife parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1D Cornerstone Section Six Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 390A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004200. Parcel address: To Be Assigned Cornerstone North Blvd., Centerville, Ohio 45440. [Undeveloped Village Lot.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1A Cornerstone Section Six Replat of Lot 1 as recorded in Plat Cabinet 38, Pages 336B - 337B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003400. Parcel address: 5220 Cornerstone North Blvd., Centerville, Ohio 45440. [Cooper's Hawk.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1C Cornerstone Section Six Replat of Lot 1B as recorded in Plat Cabinet 38, Pages 390A & B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004100. Parcel address: 5244 Cornerstone North Blvd., Centerville, Ohio 45440. [Building B.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Seven A Record Plan as recorded in Plat Cabinet 38, Pages 306A-307A of

the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010003900.
[Park.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Seven A Record Plan as recorded in Plat Cabinet 38, Pages 306A-307A of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004000.
[Kettering Medical Center.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 1 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004400.
[Multi-Family 2.176 acre parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 2 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004500. [Multi-Family 16.206 acre parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 3 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004600. Less and except the approximately 1.7332 acre parcel depicted as the "Tree Preservation Area" as shown on Exhibit B hereto. [Age Restricted parcel.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 4 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004700.
[Passive Park.]

Situate in the City of Centerville, County of Greene, State of Ohio and being Lot Number 5 Cornerstone Section Seven B Record Plan as recorded in Plat Cabinet 39, Pages 21B-23B of the plat records of Greene County, Ohio. Permanent Parcel Number: L49000100010004300.
[Active Park.]

CORNERSTONE SECTION EIGHT
9.5443 ACRES

BEING THE 9.5443 ACRE REMAINDER OF THE ORIGINAL 122.882 ACRE TRACT, PARCEL #L49000100010000200, OWNED BY CORNERSTONE DEVELOPERS, Ltd. AS RECORDED IN OFFICIAL RECORD VOLUME 3542, PAGE 506 OF THE GREENE COUNTY RECORDER'S DEED RECORDS WITH SAID TRACT BEING SITUATE IN SECTION 9, TOWNSHIP 2, RANGE 6, CITY OF CENTERVILLE, SUGARCREEK TOWNSHIP, GREENE COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at an iron pin found in the northeasterly corner of lot number 2 of Cornerstone, Section Seven B as recorded in Plat Cabinet 39, pages 21B-23B and being also in the southerly right of line of Brown Road;

thence, South 88°38'49" East, 602.58 feet, along the southerly right of way line of Brown Road, to an iron pin found in the southeasterly corner of same;

thence, North 01°21'11" East, 15.75 feet, along the easterly right of way line of Brown Road, to a mag nail found in the northerly line of aforesaid original 122.882 acre tract;

thence, South 88°38'49" East, 293.12 feet, along the northerly line of the original 122.882 acre tract, to an iron pin found in the westerly limited access line of Interstate Route 675, owned by the State of Ohio as recorded in Official Record Volume 513, page 662;

thence, South 04°57'30" East, 547.06 feet, along the westerly limited access line of Interstate Route 675, to a corner, witness an iron pin found North 48°00'00" East, 1.37 feet from said corner;

thence, South 01°09'03" East, 291.79 feet, along the westerly limited access line of Interstate Route 675, to an iron pin found in a northeasterly corner of lot number 3 of Cornerstone, Section Seven B as referenced above;

thence, North 88°37'55" West, 153.80 feet, along a northerly line of said lot number 3, to an iron pin found;

thence, North 01°22'05" East, 440.00 feet, along an easterly line of said lot number 3, to an iron pin found;

thence, North 88°37'55" West, 815.00 feet, along the northerly line of said lot number 3 and a northerly line of lot number 2, to an iron pin found;

thence, North 01°22'05" East, 379.25 feet, along an easterly line of lot number 2, to the principal place of beginning.

Containing 9.5443 acres more or less and being subject to any highways and easements of record.

The above description was prepared by Steven E. Bowersox, Ohio Professional Surveyor number 7059 based on a survey performed under his direction with the bearings used for same being based on NAD 83, GEOID 2003 Ohio South Zone, ODOT VRS CORS Network.

Less and except the approximately 1.4839 acre parcel depicted as the "Detention Pond Area" as shown on Exhibit B hereto.

EXHIBIT B

Depiction of Park

EXHIBIT LEGEND:

- Parcels comprising the new Community District (the "District").
- Park areas not subject to community development charges
- "District" boundary



- | | | |
|--|---|---|
| <p>1 LOT #3A CORNERSTONE, SEC. 5 REPLAT OF LOT 3
PLAT CAB.38, PAGES 207 A-B; 1.398 ACRES;
Parcel #L49000100010003300
OWNER: SHOPPES AT CORNERSTONE III, LTD.</p> | <p>6 LOT #2 CORNERSTONE, SEC. SEVEN A
PLAT CAB.38, PAGES 306A-307A; 10.5020 ACRES
Parcel #L49000100010004000
OWNER: KETTERING MEDICAL CENTER</p> | <p>11 LOT #2 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 16.206 ACRES
Parcel #L49000100010004500
OWNER: MURPHY VAC LLC</p> |
| <p>2 LOT #3B CORNERSTONE, SEC. 5 REPLAT OF LOT 3
PLAT CAB.38, PAGES 207 A-B; 0.6820 ACRES
Parcel #L49000100010003800
OWNER: BAKER, JIMMY L. & JENNIFER L. CO TRUSTEES</p> | <p>7 LOT #1D CORNERSTONE, SEC. 6, REPLAT OF LOT 1B
PLAT CAB.38, PAGES 390A-B; 2.889 ACRES
Parcel #L49000100010004200
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> | <p>12 LOT #3 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 19.760 ACRES
Parcel #L49000100010004600
LESS TREE PRESERVATION AREA: 1.7332 ACRES
OWNER: DOGWOODCOMMONSPUS, LLC</p> |
| <p>3 LOT #2 CORNERSTONE, SEC. 5
PLAT CAB.38, PAGES 103 A-B; 1.500 ACRES
Parcel #L49000100010003200
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> | <p>8 LOT #1C CORNERSTONE, SEC. 6, REPLAT OF LOT 1B
PLAT CAB.38, PAGES 390A-B; 1.269 ACRES
Parcel #L49000100010004100
OWNER: CORNERSTONE VILLAGE ASSOCIATES, LTD.</p> | <p>13 LOT #4 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 8.578 ACRES
Parcel #L49000100010004700
OWNER: CITY OF CENTERVILLE, OHIO</p> |
| <p>4 LOT #1 CORNERSTONE, SEC. 5
PLAT CAB.38, PAGES 103 A-B; 2.000 ACRES
Parcel #L49000100010003100
OWNER: S & G 3 LLC</p> | <p>9 LOT #1A CORNERSTONE, SEC. 6, REPLAT OF LOT 1
PLAT CAB.38, PAGES 336B-337B; 2.078 ACRES
Parcel #L49000100010003400
OWNER: NATIONAL RETAIL PROPERTIES LP</p> | <p>14 LOT #5 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 9.624 ACRES
Parcel #L49000100010004300
OWNER: CITY OF CENTERVILLE, OHIO</p> |
| <p>5 LOT #1 CORNERSTONE, SEC. SEVEN A
PLAT CAB.38, PAGES 306A-307A; 2.921 ACRES
Parcel #L49000100010003900
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> | <p>10 LOT #1 CORNERSTONE, SEC. SEVEN B
PLAT CAB. 39, PAGES 21B-23B; 2.176 ACRES
Parcel #L49000100010004400
OWNER: MURPHY VAC LLC</p> | <p>15 REMAINDER 9.545 ACRES
of 122.882 Ac. In Parcel #L49000100010000200
Cornerstone Developers, LTD
O.R. 3542, pg. 506
LESS DETENTION POND AREA: 1.4389 ACRES
OWNER: CORNERSTONE DEVELOPERS, LTD.</p> |

