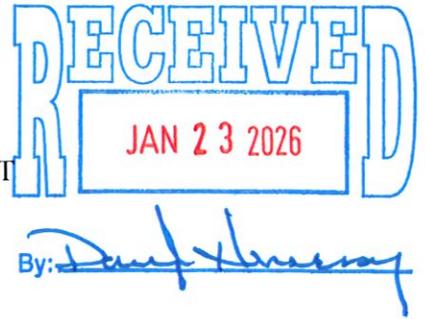CONSENT TO ADD PROPERTY
TO THE SUNBURY NEW COMMUNITY DISTRICT
(Kintner Crossing – Phase I Development)

TO THE CITY COUNCIL
OF THE CITY OF SUNBURY, OHIO:

Pursuant to Section 349.03(B) of the Ohio Revised Code, (a) the undersigned represents and warrants to the City Council of the City of Sunbury, Ohio (the "*City*"), that it is the owner of the real property generally depicted and described on **Exhibit A** attached hereto (the "*Expansion Area*"), and (b) as such owner, the undersigned hereby consents to the addition of the real property identified on **Exhibit A** attached hereto to the new community district of the Sunbury New Community Authority (the "*Authority*").

The undersigned further requests that City Council, as the organizational board of commissioners of the Authority, find and determine that (a) collection of a 4.0-mill assessed valuation community development charge on all parcels of the Expansion Area and (b) use of the foregoing charges to fund land development and community facilities within and adjacent to the Expansion Area, including, without limitation, funding utility and roadway improvements, are all consistent with and permitted under the Petition for the creation of the Authority, constitute a portion of the Authority's new community development plan, and constitute authorized purposes of the Authority.

The undersigned, by execution hereof, acknowledges the terms of the Development Agreement, entered into by and among the undersigned, Romanelli Schrock Road Investments, LLC and the City (with the undersigned and Romanelli Schrock Road Investments, LLC being individually referred to therein as a "*Developer*" and collectively referred to therein as the "*Developers*"). The undersigned has executed this Consent with the understanding that the following provisions from the Development Agreement remain in full force and effect (and with any defined terms used below having the same meaning as set forth in the Development Agreement):

"Section 5. NCA District.

(a)   Developers acknowledge and consent to the inclusion of the Property in the existing Sunbury New Community Authority established pursuant to Chapter 349 of the Ohio Revised Code, as amended (the "Sunbury NCA"). The Parties agree that as soon as is reasonably practicable, the Developers will act in good faith and take such reasonable steps under Chapter 349 of the Ohio Revised Code, as amended (the "NCA Act"), to cause the Property to become a part of the Sunbury NCA on terms reasonably acceptable to all Parties, subject to the following provisions of this Section 5. The Parties further agree the consent and related Declaration providing for the expansion of the Sunbury NCA to include the Property shall provide for the following:

(i)   the collection of a community development charge not to exceed 4.0 mills against each parcel comprising the Property for a period of thirty years (the "Property NCA Charge");

(ii)   the monies collected by the Sunbury NCA from the Property NCA Charge shall be used:

(A)   *first*, to provide for the payment of all reasonable administrative expenses of the Sunbury NCA,

(B)   *second,* to provide for the payment or a portion of the costs of the construction of a new interchange along Interstate 71, between Cheshire Road and 'U.S. 36/State Route 37 (Delaware Sunbury Road), a new road connecting the interchange to U.S. 36/State Route 37 west of Interstate 71, other roads and related infrastructure improvements as funded by NCA, sources as shown in the Ohio Department of Transportation Sunbury Parkway Phasing Plan, as the same may be subsequently amended or supplemented from time to time and for any other lawful purposes as may be determined by the NCA; and

(C)   *third,* for any other lawful purpose pursuant to the NCA Act and any other proceedings relating thereto.
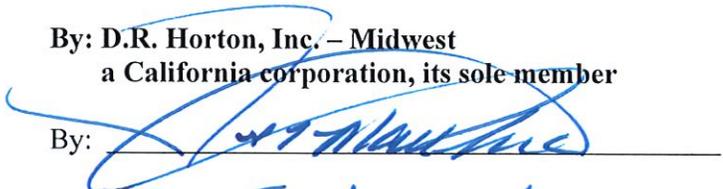
(b)   The Parties acknowledge and agree that as a condition to the Parties' obligations to perform hereunder, the City and the NCA shall have entered into a cooperative agreement which will provide for, among other matters, the levy and collection of the Property NCA Charge and for the use of the receipts therefrom for the purposes described in this Section 5."

The undersigned states that such change to the Authority's new community district will be conducive to the public health, safety convenience and welfare, will be consistent with the development of the new community, and will not jeopardize the plan of the new community.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of this _16_ day of _January_, 2026.

> D.R. Horton - Indiana, LLC
> a Delaware limited liability company
>
> By: D.R. Horton, Inc. – Midwest
>   a California corporation, its sole member
>
> By: _____
>
> Print Name: _Josh L. Martino_
>
> Title: _Div. President_

STATE OF OHIO
COUNTY OF Delaware , SS:

    The foregoing instrument was acknowledged before me this 16th day of January , 2026, by Jack L. Martino , the Division President of D.R. Horton - Indiana, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

Commission Expiration: May 25, 2026

EXHIBIT A
KINTNER CROSSING EXPANSION AREA

Delaware County Tax Parcel No. 417-134-02-005-010

[Legal description follows]

KINTNER CROSSING – TOWNHOMES:

Situated in the State of Ohio, County of Delaware, and in the City of Sunbury:

Being Lots Numbered 2802 through 2845 inclusive, in KINTNER CROSSING SECTION 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument Number 2026-00001124, and Plat Cabinet 6, Slide 389, Recorder's Office, Delaware County, Ohio.

KINTNER CROSSING - PATIO HOMES:

Situated in the State of Ohio, County of Delaware, and in the City of Sunbury:

Being Lots Numbered 2714 through 2752, inclusive, in KINTNER CROSSING SECTION 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument Number 2026-00001131, and Plat Cabinet 6, Slide 391, Recorder's Office, Delaware County, Ohio.