



CONDITIONAL USE APPLICATION

Application Number CU-007

Name: VESSEL Community Church Township: GIHEAD

Mailing Address: P.O. Box 407 Mt. Gihead, OH 43338 Phone Number: 614-578-8536

Address of the location under consideration: ACROSS THE STREET FROM 5244 U.S. 42 MT. GIHEAD

Property Zoned as: A-1

Permitted Conditional Use applying for: Religious institution

Please provide the following information:

1. Plat showing boundaries and divisions of the property, mark location where conditional use is to be permitted, and all abutting streets and properties.
2. If this is not your property, a signed copy of the property owners Lease
3. Proof of Public Liability Insurance: AG - Guide One insurance company
4. Location of existing and proposed water wells and septic tanks or sewer lines - city sewer & water
5. Statement supporting evidence that the proposed use has complied with each of the general specific Conditions listed in Morrow County Zoning Regulations for this permitted use.

The undersigned applies for a Conditional Use Zoning Certificate. Said Certificate to be issued on the basis of the information contained within this application. The applicant certifies that the information provided above is correct and the use is as stated. This Conditional Use Certificate is for (1) year only from the date of issuance. After (1) year a Renewal Certificate will be issued. Appropriate fees will apply. The applicant further agrees to contact the Morrow County Zoning Office at 419/946-1911 once property is being used as conditionally permitted for a final inspection at which time Applicant will receive Zoning Certificate. By signing this Application you are giving permission to Morrow County Zoning Inspector to enter property to verify that all Conditions are being met.

Pastor Jesse McLeod  
Applicants Signature

Sept. 23, 2014  
Date

App. Reviewed 9/30/14 DL

Date Application Submitted to Zoning Office: 9/30/14 Fee: 150.00 Certificate Number \_\_\_\_\_

Date of Site Visit: \_\_\_\_\_ Information Verified by: [Signature]  
Zoning Inspector

Date of Board of Zoning Appeals Meeting: \_\_\_\_\_ Action Taken: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9 / 2014

CU-007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE, PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>DELAWARE INSURANCE ADVISORS LLC</b> 175 S. Sandusky Street - #101 Delaware, OH 43015	CONTACT NAME: PHONE (A/C, No, Ext): <b>(740) 369-1040</b> FAX (A/C, No): <b>(614) 474-1672</b> E-MAIL ADDRESS: <b>sevanko@delinsadv.com</b>	
	INSURER(S) AFFORDING COVERAGE <b>INSURER A: GuideOne Insurance Company</b>	NAIC#
INSURED <b>THE VESSEL COMMUNITY CHURCH</b> <b>GALEN MCLEOD</b> <b>5301 STATE ROUTE 42 S</b> <b>MT GILEAD, OH 43338</b>	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			new	09/16/14	09/16/15	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MEDEXP (Anyone person) \$ <b>5,000</b>
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ <b>3,000,000</b>
a	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OPAGG \$ <b>3,000,000</b>
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$
	DED	RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER <b>Dan Lempke</b> <b>Morrow County Zoning Inspector</b> <b>Mt Gilead OH 43338</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Stephen J. Evanko, Jr.</i>
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List of Property Owners and Addresses Contiguous to the Proposed Property

ADDRESS	LAST NAME	FIRST NAME
5234 U.S. 42 Mt. Gilead, Oh 43338	Smith	Laurie Ellen
5240 U.S. 42 Mt. Gilead, Oh 43338	Robinson	Christopher and Catherine
5244 U.S. 42 Mt. Gilead, Oh 43338	Robinson	Clydee and Jo Ann
5254 U.S. 42 Mt. Gilead, Oh 43338	LLC	JTMW
5259 U.S. 42 Mt. Gilead, Oh 43338	Mills	William and Vanessa
5260 U.S. 42 Mt. Gilead, Oh 43338	Leavitt	Gerald and Karen
5301 U.S. 42 Mt. Gilead, Oh 43338	Mills	William and Vanessa
5333 U.S. 42 Mt. Gilead, Oh 43338	Thompson	Phillip
5333 U.S. 42 Mt. Gilead, Oh 43338	Mills	Joslyn
5345 U.S. 42 Mt. Gilead, Oh 43338	Jones	Ivy

Gary WellSpring 3725 TR 110 mt Gilead OH  
 Samuel Long 5171 US 42 mt. Gilead OH  
 Brian Winn 4948 ST RT 61 mt. Gilead OH  
 David McKingon 4981 CR 237 mt. Gilead OH

Parking area  
to be within  
outlined area.



50 ft

## LAND USE PLAN

Vessel Community Church intends to use this property as a typical church facility with weddings, funerals, baptisms and of course Sunday morning worship services. Our main emphases will be to function as a small group church meeting in people's homes and other locations in the area. We do not at this time plan to have a midweek service, but may wish to do so in the future.

## LEASE

This Lease made this 19<sup>th</sup> day of June, 2014 between Mills Rest Ranch, LLC, operating in the County of Morrow, State of Ohio, herein referred to as Lessor, and VESSEL COMMUNITY CHURCH, a non-profit organization, doing business in the County of Morrow, State of Ohio, and the legal address for the organization is Mills Rest Ranch 5301 U.S. 42 South  
Mo. Caledon, Ohio 43338 (Red Barn) Galen McLeod, and Jesse McLeod, in their individual capacities, herein referred to as Lessee.

WHEREAS, Lessor is the sole owner of a commercial premises known as Mills Rest Ranch and located at 5301 U.S. Highway 42 South, Mount Gilead, Morrow County, Ohio, and desires to lease a portion thereof, specifically a red barn and parking area, to a suitable Lessee (hereinafter known as the "Premises"), and

WHEREAS, the parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the Premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lessor leases to Lessee the Premises currently located at 5301 U.S. Highway 42 South, Mount Gilead, Village of Mount Gilead, County of Morrow, State of Ohio, and located on a parcel of land more fully described in Lease Exhibit "A" attached hereto, together with any and all fixtures and equipment belonging to Lessor and located within the red barn.

2. The lease term shall be one (1) year, commencing at 12:01 a.m. on November 1, 2014 and terminating at close of business on October 31, 2015. Lessee shall pay to Lessor as basic rent of [REDACTED] per month, payable in monthly installments in advance on or before the 1st day of each month beginning November 1, 2014, recognizing that the first month's rent will be paid on or before November 1, 2014. Further, at the execution of this lease, Lessee shall pay a deposit of [REDACTED] to Lessor, to be returned to Lessee at the

termination of the lease, less an amount of funds for repairs or maintenance other than normal wear and tear or capital improvements to the property.

3. If Lessee defaults in the payment of rent or any part thereof Lessor shall give Lessee written notice, or if Lessee defaults in the performance of any other term or condition of this Lease, Lessor shall give Lessee written notice of default. Notice may be delivered by ordinary mail or by personal service by Lessor or Lessor's agent. Notice shall be effective on the date of mailing or on the date of receipt if given by personal service. Then, Lessee shall have thirty (30) days from the above effective date to correct the default. EXCEPT FOR THE NONPAYMENT OF RENT and if the default can be corrected within a reasonable period of time but not within the thirty (30) day period, the Lessee shall have ten (10) days from the above effective date of Lessor's notice to materially commence corrective action AND to give Lessor written notice by certified mail effective upon receipt that material corrective action has been taken and that the default will be corrected within a reasonable period of time. Notice to Lessee may be mailed by ordinary mail to the address identified in paragraph one (1) above or to any other residence or place of business of Lessee. Lessee shall be required to give Lessor written notice of Lessee's new residence if changed at any time during the term of this Lease. Any notices to Lessor shall be sent by certified mail to: William H. Mills and Vanessa K. Mills, Post Office Box 2, Mount Gilead, Ohio 43338. If Lessee remains in default of payment thirty (30) days after notice of such default has been mailed or given by Lessor to Lessee, or if Lessee fails to begin the corrective action within the time specified and give the appropriate notices, or if Lessee fails to complete the action within a reasonable time, as the case may be, then Lessor may at its election:

(A) Declare the Lease forfeited and re-enter without further notice of demand. Lessee shall be liable for all loss or damage resulting from any default or violation associated with the enforcement of Lessor's rights enumerated herein or permitted by law including court costs and filing fees. Any forfeiture or re-entry under this section shall not

release Lessee from the obligation to make the minimum annual rental payments, at the times and in the manner set forth, and Lessor may re-let the Premises as agent of Lessee at whatever reasonable rent may be obtained, applying the proceeds first to the payment of any expenses incurred in re-entry and re-letting, including reasonable attorney's fees and enforcement costs then to the payment of rents as they become due, and finally towards the fulfillment of other terms and conditions of the Lease, with the balance, if any, to be paid over to Lessee.

(B) Declare the Lease terminated. Upon election to terminate, Lessor shall give written notice to Lessee of the intention to terminate the Lease within ten (10) days thereafter. Written notice again shall be effective upon mailing by ordinary mail or upon receipt if given by personal service by Lessor or Lessor's agent.

Except for those circumstances and permitted assignment outlined in Paragraph Four (4) below, this Lease shall terminate, and Lessor shall have the right to re-enter and take possession of the Premises without demand or notice, in the event (1) Lessee is declared bankrupt, (2) a receiver is appointed for the property of Lessee, (3) Lessee makes an assignment for the benefit of creditors, or (4) involuntary bankruptcy proceedings are initiated against Lessee by his creditors. No trustee, receiver, or assignee shall have any rights or privileges hereunder.

If Lessor should fail to perform his duties in a timely manner and such failure shall continue for a period of thirty (30) days or longer after written notice by certified mail to Lessor describing such failure, Lessee may himself perform the described duty of Lessor which Lessor has failed to perform and charge the cost thereof to Lessor by deduction from rent and by giving Lessor a written itemized list on or before the date the next monthly rent shall be due with costs and proof of payment of each item performed, OR ten (10) days after having submitted an additional written notice of intent to terminate by certified mail to the above address only, at its option, Lessee may terminate this Lease and all of Lessee's

obligations hereunder, effective ten (10) days after Lessor is given such written notice of termination. Lessee shall have no obligation to perform Lessor's duties.

4. Lessee shall keep the interior of Premises, and improvements therein in good repair and condition, loss by fire or other casualty and ordinary wear and tear excepted. Lessee shall maintain the Premises in a sanitary condition as required by federal, city, county, or state law, and shall not keep, permit, or maintain any nuisance thereon. Lessee shall not put the Premises to any use which increases the insurance risk or premium. Lessor shall maintain in good condition and repair the structural elements, the sidewalks, interior plumbing, heating system and with the exception of window glass, shall maintain the roofing and exterior wall surfaces of the building and water service connection to the Premises during the term of this Lease. It shall be Lessee's responsibility for the prompt removal of all snow, ice and other accumulations, including dirt or debris, from the sidewalks and other common areas of the Premises. Lessor shall not be required to make repairs necessitated by the negligence of the Lessee, Lessee's employees or agents. Lessor shall pay for water and sewer.

5. Lessor shall pay for electricity for up to [REDACTED] per month with the Lessee responsible for any amount above [REDACTED] per month charged. Lessor shall also pay for [REDACTED] propane fill-ups per calendar year with the Lessee responsible for the cost of propane afterward. Lessee shall pay for refuse collection used or consumed by Lessee or its customers or employees on the Premises. Lessor shall purchase and install furnace filters as needed. At all times Lessor shall be solely and exclusively responsible for all maintenance and operation of the heating system and hold and save Lessee harmless from any and all costs, including any and all damages, legal fees, and court costs due to furnace maintenance or operation whether or not directly or indirectly related to the operation of Lessee's business. Lessor will pay for all repair costs of the heating system in its current condition if given reasonable notice by a telephone call from Lessee before repair is undertaken. If both parties determine that a repair was necessary and reasonable notice

was not possible before initiation of repair, Lessor shall also pay for the repair if Lessee gave written notice of the repair in reasonable time to Lessor as outlined above after said repair was first undertaken. If the heating system is modified in any manner, it shall then be the sole and exclusive responsibility of the Lessor for all repairs, operation and maintenance from the date of the repair until the termination of the Lease and Lessor shall hold and save Lessee harmless from any and all costs, including any and all damages, legal fees, court costs associated with the said maintenance, operation, and repair of the heating system whether or not directly or indirectly related to the operation of Lessor's business.

Lessor shall pay for all electrical changes to the premises. Lessor shall maintain all electrical conduits, wiring, connectors, panel breaker boxes (including the main fuse box), breakers and all other electrical wiring and equipment. Lessee shall not be permitted to make alterations or modifications of any kind or nature to the premises, including the electrical service to the premises.

6. Lessor shall pay all real property taxes and assessments levied against the demised Premises. Lessee shall pay all business, vendor and license fees, personal property taxes and all other such expenses incurred as a result of the operation of the business.

7. Lessor shall carry fire insurance. Lessee shall maintain comprehensive general liability insurance in the amount of not less than [REDACTED] for injury or death to any one person, [REDACTED] for injury or death of any two or more persons arising out of any one occurrence, and not less than [REDACTED] for property damage. Lessee's policy shall protect Lessor from liability incurred because of personal injury or property damage. At the request of Lessor, Lessee shall provide Lessor with a certificate of insurance evidencing the above coverage and if Lessee fails to provide said certificate within ten days of Lessor's request, Lessor may secure such insurance and add the cost thereof to the annual rental. Failure to pay this rental increase shall constitute a default under this agreement. Lessor and Lessee agree that, in the event of loss due to any of the perils for which they have

agreed to provide insurance, each party shall look solely to its insurance for recovery. Lessor and Lessee hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the rented Premises, a waiver of any right of sub-rogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

8. If the Premises are destroyed or damaged by any of the causes covered by insurance to be maintained by Lessor, and can be repaired or rebuilt within sixty (60) days from proceeds of the insurance plus deductible amounts, they shall be thus rebuilt or repaired in an expeditious manner and this Lease shall continue. During the period of rebuilding or repair, rent shall be abated and Lessee shall not have use of the premises until rebuilding or repair of the premises has been completed.

If the Premises are destroyed or damaged by casualty other than the causes included in said insurance, or if the casualty is insured against but the cost of repair or rebuilding exceeds the proceeds of the insurance plus deductible amounts, or cannot be repaired or rebuilt within sixty (60) days, Lessor shall not be obligated to repair or rebuild unless otherwise agreed. If Lessor is not obligated to repair or rebuild, or if Lessor is or becomes obligated to repair or rebuild but the work is not completed within sixty days after damage or destruction, Lessee may terminate this Lease by written notice to Lessor, and rent shall be abated.

9. Lessee shall limit the use of the premises to Church meetings and events. All other purposes are prohibited unless prior written consent by Lessor is granted. Lessee shall not use the Premises for any unlawful, improper, or immoral use.

10. Lessee shall surrender the Premises and remove all personal property and personnel from the Premises on termination under paragraph 3 hereof or on expiration of the initial term.

11. Lessor shall have the right to have the building and fixtures returned to Lessor by Lessee in as good condition as when received by Lessee at the commencement of the

Lease term, normal wear and tear expected. If they are not so returned, Lessor may restore them, and Lessee shall be liable for reimbursement for the expenses so incurred.

12. Lessee may erect, at its own expense, advertising signs, in, on or about the Premises. Lessee shall remove all signs and repair all damages caused by such installation and removal.

13. Lessee shall have the right, at its own expense, to make alterations, additions and decorations with the prior written consent of Lessor whose consent shall not be unreasonably withheld. All signs, furnishings, trade fixtures and other removable equipment installed and paid for by Lessee or installed by prior Lessees and purchased by Lessee shall remain the property of Lessee and shall be removed at his expense and repair upon termination of this Lease, provided that any damage done to the Premises pursuant to such removal can be repaired so as to restore the Premises to the conditions existing at the beginning of the term. Otherwise, such effects shall be and remain the property of Lessor and shall be surrendered with the Premises upon termination of this Lease.

14. Lessee shall not assign this Lease nor sublet all or any portion of the leased Premises without the prior written consent of Lessor, but Lessor shall not arbitrarily or unreasonably withhold consent. Lessor is expressly given the right to assign any or all of its interest in the Premises subject to the terms of this Lease.

15. Before the termination of this Lease and its one (1) year term, Lessee shall have the right to negotiate up to two (2) times a new one (1) year lease at terms established and agreed to by the parties at the time of negotiations. If the parties are unable to reach an agreement as to the terms of a new one (1) year lease by the end of the prior one (1) year lease, or if the Lessee notifies the Lessor that Lessee will not be seeking to negotiate the term of a new one (1) year lease, said right shall terminate.

16. Should Lessor receive a bona fide offer for the purchase of the Premises during the period of this Lease, Lessor shall give Lessee the privilege of purchasing the Premises at the price and on the terms of the offer made by the third party. Lessee must

exercise the privilege by delivering written notice to Lessor and by signing a purchase contract for the Premises within thirty (30) days of receiving notice of the offer. If Lessee fails to exercise this privilege, the Lessor shall be free to sell the Premises to the third party making the offer. Said right of first refusal shall not be considered a covenant running with the land, is not assignable or transferable without the express written consent of Lessor and shall expire at the end of the term of this Lease.

17. This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Morrow County, Ohio.

18. All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for hereunder or allowed by law shall not be to the exclusion of any other right of remedy.

19. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition.

20. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Lease at Mount Gilead, Ohio, the day and year first above written.

**LESSOR:**

\_\_\_\_\_  
Witness

William H. Mills 06/19/14  
Mills Rest Ranch, LLC by  
William H. Mills

\_\_\_\_\_  
Witness

Vanessa K. Mills Jan 1, 2014  
Mills Rest Ranch, LLC by  
Vanessa K. Mills

**LESSEE:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vessel Community Church by  
Galen McLeod Senior Pastor  
Signature and please print name and title

\_\_\_\_\_  
Witness

Galen McLeod 6/19/14  
Galen McLeod

Jesse McLeod  
Jesse McLeod

This instrument prepared by:  
Jenifer Murphy Burnaugh  
Attorney at Law  
22 South Main Street, Box 166  
Mount Gilead, Ohio 43338  
(419) 946-6055

Supporting evidence that the proposed use has complied with each of the general specific conditions listed in the zoning regulations for this permitted use are listed below:

**Religious Institutions**

- 1. *Adequate Parking shall be provided as indicated in Section 12.*

We have a seating capacity of 150 people including children. With five acres we have the ability to park well over 100 cars and therefore we have more than adequate parking.

- 2. *All buildings, structures and accessory buildings including parking areas or garages shall be set back fifty (50) feet from any adjacent residential lot.*

According to Google Earth our closest neighbor is about one hundred and thirty feet (130) from our building and across the street.

- 3. *All buildings, structures and accessory building including parking areas or garages shall have fifty (50) feet front yard setback from the road right-of-way.*

We will be using an existing building that meets this requirement.

- 4. *Street frontage must be at least two hundred (200) feet.*

According to Google Earth we have a little over seven hundred (700) feet of frontage.

- 5. *A lot area of one (1) acre per one hundred (100) seats with a minimum lot area of one (1) acre is required.*

We have a five (5) acre lot.

- 6. *Access roads and driveways shall be located not less than one hundred fifty (150) feet from any intersection and shall be designed with due regard for traffic safety and the maintenance of a smooth and efficient flow of traffic in the area.*

Our nearest intersection is State Route 61 that Google Earth says is about eighteen hundred (1800) feet away.

- 7. *No lighting shall constitute a nuisance and in no way shall impair safe movement of traffic on any street or highway. All outside lighting shall be shielded with minimal spill onto adjacent properties.*

We have no plans to construct any outside lighting.

- 8. *Floodlights, searchlights, loudspeakers or similar structures shall not be erected or used in any manner that will cause hazard or annoyance to the public generally or to the occupants of adjacent properties.*

We have no plans to construct floodlights, searchlights, loudspeakers or similar structures.

- 9. *The operation of the Institution shall be conducted in a manner that does not create noise measured at the nearest residential lot boundary that exceeds the A weighted decibel (dB(A)) sound level of the street traffic noise at that location, and no sound shall be objectionable due to intermittence, beat frequency or shrillness.*

We agree to abide by this sound level.