

CHICAGO TITLE CO LLC
BRIAN READNOUR - ALLIANCE
TITLE



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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”) is made and entered into as of the ~~20th~~ ^{22nd} day of August, 2014 (the “Effective Date”), by and between: (i) **DOMINION HOMES, INC.**, an Ohio corporation, whose address is 4900 Tuttle Crossing Blvd., Dublin, OH 43016 (“Dominion”), and (ii) **PULTE HOMES OF OHIO LLC**, a Michigan limited liability company, whose address is % Pulte Group, Inc., 3350 Peachtree Road Northeast, Floor 1600, Attn: Legal, Atlanta, GA 30326 (hereinafter referred to as “Pulte” or “Buyer”).

RECITALS:

CHICAGO TITLE INSURANCE CO.
555140265

A. Pursuant to an Asset Purchase Agreement (the “APA”) of even date herewith among Dominion as “Seller”, Pulte as “Buyer”, and Pulte Homes, Inc., a Michigan corporation, Seller is selling substantially all of its assets to Buyer.

B. Dominion is the developer and/or declarant under that certain Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens for Olentangy Meadows, of record in Official Record Book 556, Page 257, as amended, Recorder’s Office, Delaware County, Ohio and the Olentangy Meadows Association, Inc., an Ohio non-profit corporation (collectively, the “Dominion HOA”), and Dominion is entering into this Assignment for the purpose of assigning all of its right, title and interest as developer and/or declarant under the Dominion HOA to Buyer, and Buyer is agreeing to assume Dominion’s obligations under the Dominion HOA from and after the Effective Date.

C. Certain capitalized terms not defined herein shall have the same meaning ascribed to them in the APA.

AGREEMENT:

NOW, THEREFORE, in consideration of Buyer's assumption of all of Dominion's obligations as developer and/or declarant under the Dominion HOA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT. Dominion hereby sells, transfers, conveys, assigns and delivers unto Buyer, all of Dominion's right, title and interest under, in and to the following (all of which are hereinafter collectively referred to as the "Assumed Obligations"):

(a) all rights of Dominion as the "Developer", "Declarant", "Grantor" and/or "Design Review Board" under the Dominion HOA, including the right to subject additional property and/or improvements thereon to the Declaration and the Olentangy Meadows Association, Inc., the right to use easements reserved to the Developer/Declarant/Grantor and the right to designate officers and directors of the Dominion HOA;

(b) any and all outstanding contracts and agreements between Dominion and various third parties pertaining to the residential communities to which the Dominion HOA's pertain; and

(c) all of Dominion's right, title and interest in to all bank accounts pertaining to the residential communities to which the Dominion HOA's pertain.

2. ASSUMPTION. Buyer hereby assumes, and hereby agrees to perform and discharge, all of Dominion's obligations under the Assumed Obligations arising or accruing from and after the Effective Date.

3. FURTHER ASSURANCES. From time-to-time at the request of either party, whether on or after the date hereof, and without further consideration, the other party will execute and deliver such further instruments of assumption, conveyance, assignment and transfer, and take such other actions as the requesting party may reasonably request in order more effectively to convey and transfer any of the Assumed Obligations, or to otherwise carry out the provisions hereof.

4. MISCELLANEOUS. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. This Assignment shall be binding upon, and shall inure to the benefit of, Buyer and Dominion, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the date first written above.

DOMINION HOMES, INC.

By: Keith B. Tomlinson

Name: KEITH W. TOMLINSON

Title: PRES/CEO

(“Dominion”)

STATE OF Ohio)
) SS.
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 20th day of August, 2014, by Keith Tomlinson, as Pres/CEO of Dominion Homes, Inc., an Ohio corporation, on behalf of the corporation.

My commission expires: _____

Stephen Peck
NOTARY PUBLIC



STEPHEN PECK
Notary Public, State of Ohio
My Commission Expires 01/18/2017

PULTE HOMES OF OHIO LLC

By: Chris Edgar

Name: CHRIS EDGAR

Title: AVP FINANCE

(“Buyer”)

STATE OF OHIO)
COUNTY OF FRANKLIN) SS.

The foregoing instrument was acknowledged before me this 20th day of August, 2014, by Chris Edgar, as AVP Finance of PULTE HOMES OF OHIO LLC, a Michigan limited liability company, on behalf of the limited liability company.

My commission expires: _____

Steven G. Gentry
NOTARY PUBLIC

This instrument was prepared by:

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