

A Joint Work Session of the Oxford City Council and the Oxford Historic and Architectural Preservation Commission (HAPC) was called to order by Mayor, Kevin McKeehan on Tuesday, January 20, 2015 at 6:30 P.M. Council members present were, Bob Blackburn, Richard Keebler, Kate Rousmaniere, Mike Smith, Steve Snyder and Edna Southard.

HAPC Members present: Bob Benson, Bobbe Burke, Dan Haizman, Michael Kohus, Mike Smith and Kelsey Sturgill. Kim Peterka was excused.

Staff members present: Doug Elliott, City Manager; Jung-Han Chen, Community Development Director, Sam Perry, City Planner; Alan Kyger, Economic Development Director; Steve McHugh, Law Director and Mary Ann Eaton, Clerk of Council.

APPROVAL OF AGENDA

Ms. Southard moved approval of the Agenda. Mr. Snyder seconded. The motion carried 7-0-0.

PURPOSE

The purpose of the Work Session was for Council to review the HAPC's background information and proposed Work Plan for 2015.

DISCUSSION

Mayor McKeehan asked each Council member and HAPC member to introduce themselves and state their title for the record.

Mr. Benson thanked Council for the opportunity to meet with them. Mr. Benson noted a booklet provided by the Community Development Department was distributed to everyone and would serve as a guide during the Work Session.

Mr. Benson advised the HAPC was established in 1979 and referred to page 1 of the booklet which listed members over the last 10 years. Mr. Benson referred to page 2 of the booklet and briefly discussed the definition of Historic Preservation, the HAPC Ordinance and Preservation Categories.

Mr. Benson referred to page 4 of the booklet which depicted the three Historic Districts in Oxford including the Uptown Historic District, the University Historic District and the Western Historic District.

Mr. Benson referred to pages 4 through 15 of the booklet and noted those pages contained the annual reports from the HAPC from 2011 to 2014 and included all of the cases they heard as well as events they hosted or participated in related to Historic Preservation.

Mr. Smith referred to page 16 of the booklet and briefly described the Major Uptown Historic District Projects 2006 to present, major renovation projects, pending projects and other projects.

Mr. Benson discussed the Historic Brochure, the Historic Marker Program and other out-reach programs as related to the HAPC.

Mr. Benson asked each member of the HAPC to describe their expertise and what they brought to the table regarding Historic Preservation.

Mr. Benson noted the HAPC was eager to collaborate, they supported development and businesses and made suggestions and compromises for applicants wishing to redevelop in the Historic Districts. Mr. Benson advised HAPC members were willing to be advisors and help people achieve their goals.

Mr. Benson noted the HAPC wanted to revise the Historic Building Designation Categories, they wanted to prepare a new Historic Building Inventory and they wanted to revise Section 1331.063 Conditions of Removal (demolition) of the Codified Ordinances being very clear and transparent and having Council's support. Mr. Benson advised the HAPC would like to submit a proposal for these initiatives to Council for approval.

Council members were receptive to the ideas presented and offered some comments and suggestions.

ADJOURNMENT

Mr. Blackburn moved to adjourn at 7:15 p.m. Ms. Rousmaniere seconded. The motion carried 7-0-0.

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 3, 2015

Account Code No. #:

Jung-Han Chen
Prepared By

Budgeted Amount:

January 20, 2015
Date Prepared

Agenda Title: Planning Commission Meeting Report - January 13, 2015
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Election of Officers, Appointments to Boards and Commission

Planning Commission election outcome: David Prytherch, Chair; Richard Keebler, Vice-Chair; Robert Benson, HAPC Representative; Robert Bell, Environmental Representative and Planning Commission Secretary; Richard Daniels, CIC Representative.

New Business

Concept Review – Future Mini-Warehouse and Incubator, 801 S. Beech Street, Jeff Pulley, Scott Webb
Concept Review- Future Goodwill Store, 201-203 S. Locust Street, Scott Webb

Public Hearing

PC-2015-01 Planned Development- a combined Preliminary and Final Planned Development to Bishop Square (commercial portion of the approved planned development of former Wal-Mart site redevelopment project) 1.9 acres, **Robert Fiorita, Applicant**

City Council approved in 2013 a Final Planned Development to redevelop the former Wal-Mart site which stipulated no more than three lots: two commercial lots and one residential lot. The developer requested that one of the two commercial lots be further divided into three commercial parcels. The other commercial parcel is designated for the new public library.

The reasoning for this request was to allow for the financing of each commercial building to be separated in order for the project to be financially viable. The challenge is that the current request would create a lot that does not have street frontage which was not permissible. Staff prepared two recommendations for the Planning Commission to consider for the approval of this request and to continue moving forward with the project.

The Planning Commission considered the request from the applicant and opened for any public comments. After the public hearing, the Planning Commission voted 7-0-0 to approve the request subject to the developer providing the as-built drawings to the City Engineer and deed reviewed and approved by the City Law Director and the Zoning Administrator to assure perpetuity. Additionally, the adopted Ordinance #3221 on June 18, 2013 would need to be amended to reflect the changes and the Law Director shall review the access easement to ensure the lot split would not affect access to and from adjoining properties.

PC-20-2014 ZONING CODE TEXT AMENDMENT- To revise all sections of Chapter 1149, Vehicle Management, regarding site development requirements for parking areas: minimum and maximum numbers of vehicular spaces, bicycle spaces, parking lot design and layout, pedestrian safety and storm water management. Additionally the related Section 1147 Conditional Uses new provisions for parking reductions, off-site parking and shared-use parking, **City of Oxford, Applicant**

The Planning Commission held an earlier work session on this topic and felt that there were more changes that needed to be included and moved to table this until the following month.

Area Plan for the South Side of Oxford

The South Side of Oxford Plan was developed in 2011 by a group of Wilks Scholars of Miami University to consider sustainable development as envisioned by many Oxford residents to include conservation development thus reflecting the vision from Oxford Township and the City of Oxford.

This plan also provided additional documents that the 2008 Comp Plan did not completely elaborate upon. The Planning Commission discussed the rationale behind the report and the applicability of the plan if whether it would be suitable for consideration.

At the end, the Planning Commission voted 7-0-0 to accept the report titled "Shaping our Sustainability Community- An Area Plan for the South Side of Oxford" as a reference document for future planning purposes and to only recommend the Plan vision and goals and objectives of the Area Plan as an amendment to the Oxford Comprehensive Plan.

Items Under Consideration for Future Discussion

The Planning Commission discussed future work sessions and the progress of several committees, specifically Parking and Alternative Modes of Transportation committees, as well as Commercial District Diversification.

Next Meeting

The next regularly scheduled Planning meeting will take place February 10, 2015.

Approved by:

	Initial	Date
Department Head:	<u>ghc</u>	<u>1/26/15</u>
City Attorney:	<u></u>	<u></u>
City Manager:	<u>DRE</u>	<u>1/30/15</u>

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 3, 2015

Jung-Han Chen

Account Code No. #:

Prepared By:

Budgeted Amount:

January 22, 2015

Date Prepared:

AREA PLAN FOR THE SOUTH SIDE OF OXFORD

Recommendation: Approval

Discussion:

In 2011, a group of citizens, encompassing the City of Oxford and Oxford Township and in collaboration with the Miami University Wilks Scholars, met to consider a plan for sustainable development as envisioned by many residents and develop an area plan that would embody conservation development to resonate the values echoed in their comprehensive plans.

The south side of Oxford is loosely defined as an area bordered between Kehr Road to the west and Four Mile Creek to the east and Chestnut Street to the north and Booth Road to the south. This is considered an important gateway into the Oxford area and a center for potential growth.

The background of the plan stems from the construction of the new Talawanda High School (THS) and an apartment complex that was built in 2005/2006. The concerns have been how to adequately address development while safeguarding the vision of the Comprehensive Plan.

In the end, the team put together a report, emphasizing conservation development as the way to fulfill the vision of each jurisdiction and reiterating the importance of connectivity and preserving open space and greenways. The report also strongly promotes mixed-use development of residential and retail uses while preserving natural areas that are accessible to the general public. The report also strongly encourages applying conservation development principals to mixed-use neighborhoods and illustrated their applicability to the south side of Oxford.

The Planning Commission debated the rationale behind the report and the applicability of the plan whether it would be suitable for consideration. At the end, the Commission voted 7-0-0 to accept the report titled "Shaping our Sustainable Community- An area Plan for the South Side of Oxford" as a reference document for future planning purposes.

Approved By:

Department Head:

City Attorney:

City Manager:

JHC / 1/28/15
DRG / 1/30/15

RESOLUTION NO.

A RESOLUTION OF CITY COUNCIL ACCEPTING THE PLANNING COMMISSION'S RECOMMENDATION AND ACCEPTING THE REPORT ENTITLED "SHAPING OUR SUSTAINABLE COMMUNITY – AN AREA PLAN FOR THE SOUTH SIDE OF OXFORD" AS A REFERENCE AND GUIDE DOCUMENT FOR THE OXFORD COMPREHENSIVE PLAN.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Council finds the Oxford Planning Commission held a public hearing on January 13, 2015 regarding the acceptance of the report entitled 'Shaping our Sustainable Community – An Area Plan for the South Side of Oxford'.

SECTION 2: The Oxford Planning Commission, after public hearing and deliberation, recommended accepting the report entitled "Shaping our Sustainable Community – An Area Plan for the South Side of Oxford" as a reference and guide document for the Oxford Comprehensive Plan. A copy of the report entitled "Shaping our Sustainable Community – An Area Plan for the South Side of Oxford" is attached hereto as Exhibit "A".

SECTION 3: City Council hereby accepts the recommendation of the Oxford Planning Commission, and after deliberation, accepts the report entitled "Shaping our Sustainable Community – An Area Plan for the South Side of Oxford" as a reference and guide document for the Oxford Comprehensive Plan.

SECTION 4: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)

Area Plan for the South Side of Oxford

Vision

- Conservation of green space and agricultural areas;
- Connectivity provided by bicycle and pedestrians, automobile and transit pathways;
- Realistic amount of new housing and development to match Oxford’s projected growth over the next few decades.

Goals:

- To reflect a strong community consensus embodied in local comprehensive plans to preserve and enhance the south side of Oxford’s vital agricultural and environmental resources, while providing areas for sensible growth;

Objectives:

- Maintain and enhance inter-jurisdictional coordination
- Conserve farmland and natural areas
 - The adoption of a mutual greenway network by the City Oxford and Oxford Township is necessary to conserve and restore ecologically sensitive natural areas;
 - Open space is necessary to maintain the rural character of Oxford;
- Creating connectivity through multi-modal networks
 - Establish an east-west connection to allow vehicular and pedestrian movement across the CSX railway;
 - Add to the network of multi-use paths on the south side of Oxford;
- Conservation Development
 - Change the regulatory framework to incentivize the principals of conservation development;
 - Cluster homes to preserve open space in neighborhoods;
 - Encourage mixed-use infrastructure that provides neighborhood scale small retail space office space, and housing through conservation development

City of Oxford
Community Development Department
STAFF REPORT

Planning Commission

Subject: Area Plan for the South Side of Oxford

BACKGROUND INFORMATION:

In 2011, a group of citizens, encompassing the City of Oxford and Oxford Township and in collaboration with the Miami University Wilks Scholars, met to consider a plan for sustainable development as envisioned by many residents and developed an area plan that would embody conservation development to resonate the values echoed in their comprehensive plans.

The south side of Oxford is loosely defined by an area bordered between Kehr Road to the west and Four Mile Creek to the east and Chestnut Street to the north and Booth Road to the south. This is considered an important gateway into the Oxford area and a center of potential growth.

The background of the plan stems from the construction of a new Talawanda High School (THS) and an apartment complex that was built in 2005/2006. The concerns have been how to adequately address development while safeguarding the vision of the Comprehensive Plan.

THE PLAN

This plan is a culmination of a two-year process involving many stakeholders from the City of Oxford and Oxford Township. During the process, a renowned conservation development advocate, Mr. Randall Arendt, was invited to give a conservation development workshop to help guide the participants with this technique.

The planning process started with conducting a broad survey of existing conditions on the south side of Oxford to help understand current challenges and potential growth following the construction of the new high school. The team also compared each jurisdiction's Comprehensive Plans to highlight common ground as well as areas of disagreement.

In the end, the team put together a report, emphasizing conservation development as the way to fulfill the visions of each jurisdiction and reiterated the importance of connectivity and preserving open space and greenways. The report also strongly promoted mixed-use development of residential and retail uses while preserving natural areas that were accessible to the general public. The report also strongly encouraged applying conservation development principals to mixed-use neighborhoods and also illustrated their applicability to the south side of Oxford.

The City's Comprehensive Plan did not conduct a detailed analysis of this area, since the Comp Plan was developed on a city-wide basis. Therefore, it would be beneficial to incorporate this report as part of the Comp Plan to provide guidance to the development of this area, given that this report provides a solid basis of area conditions. It would also be critical for the Planning Commission to decide how to utilize this report.

It is also important for the Planning Commission and the City to determine how this area should be developed and how the corridor of 27 south should look. These are some of the future tasks this Commission should be considering.

RECOMMENDATION

Staff is recommending the following:

1. To accept "Shaping our Sustainable Community- An Area Plan for the South Side of Oxford"- as a reference document for future planning purposes.
 2. To approve the attached proposed Plan encompassing vision, goals and objectives of the Area Plan and Land Use Map as an amendment to the Oxford Comprehensive Plan
 3. To forward the approved documents, (#2 above) to City Council for acceptance of these documents as planning documents.
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SUBMITTED

BY:



Jung-Han Chen,
Community Development Director

DATE: January 7, 2015

Area Plan for the South Side of Oxford

VISION:

- Conservation of green space and agricultural areas;
- Connectivity provided by bicycle and pedestrians, automobile and transit pathways;
- Realistic amount of new housing and development to match Oxford's projected growth over the next few decades.

Goals and Objectives

Goals:

- To reflect a strong community consensus embodied in local comprehensive plans to preserve and enhance the south side of Oxford's vital agricultural and environmental resources, while providing areas for sensible growth.

Objectives:

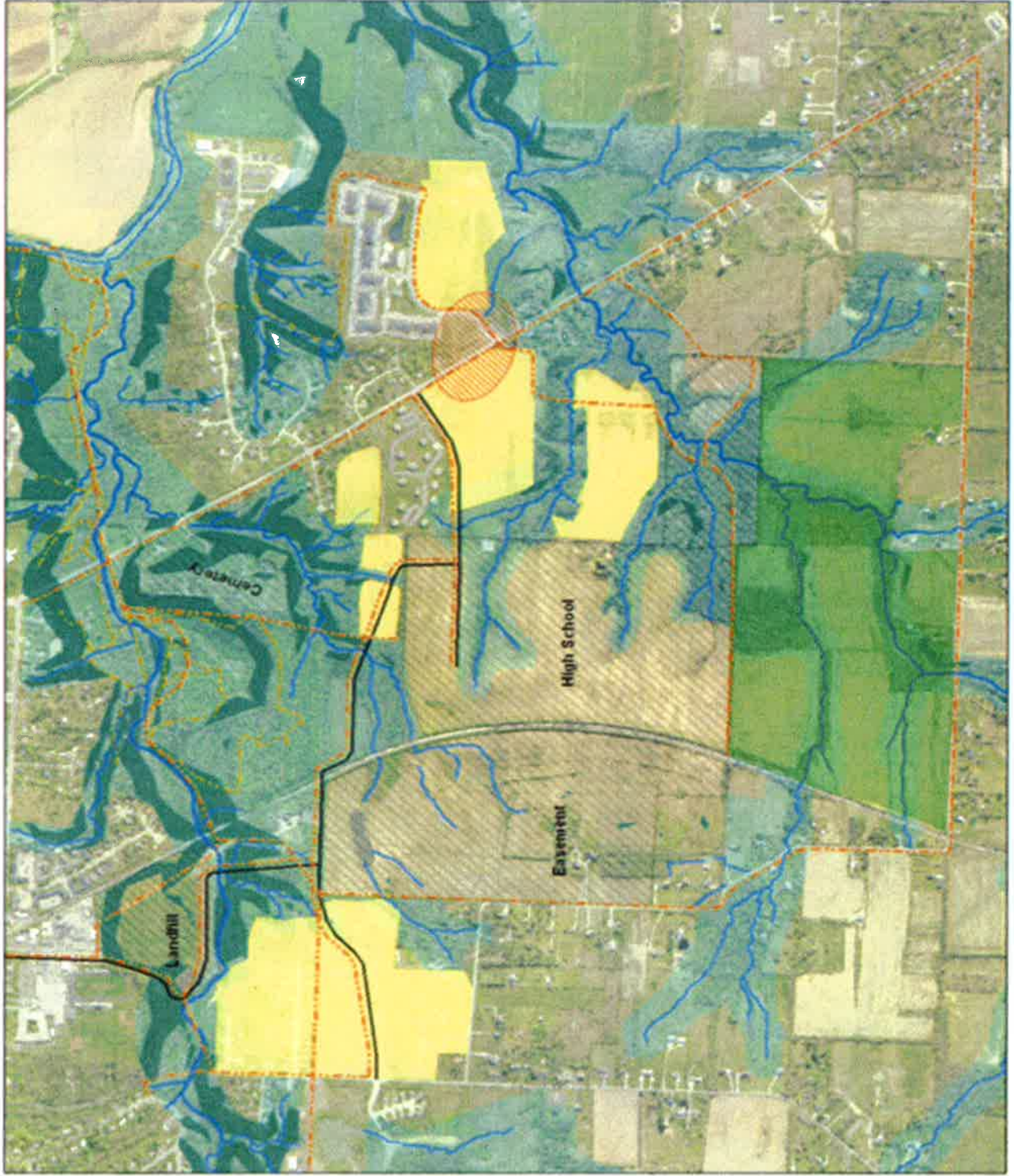
- **Maintain and enhance inter-jurisdictional coordination**
- **Conserve farmland and natural areas**
 - a. The adoption of a mutual greenway network by the City of Oxford and Oxford Township is necessary to conserve and restore ecologically sensitive natural areas.
 - b. Open Space is necessary to maintain the rural character of Oxford

- **Creating connectivity through multi-modal networks**

- a. Establish an east-west connection to allow vehicular and pedestrian movement across the CSX railway;
- b. Add to the network of multi-use paths on the south side of Oxford

- **Conservation Development**

- a. Change the regulatory framework to incentivize the principals of conservation development;
- b. Cluster homes to preserve open space in neighborhoods;
- c. Encourage mixed use infrastructure that provides neighborhood scale small retail space, office space, and housing through conservation development



Legend

- Conservation Development
- Agricultural Preservation
- Mixed Use
- Restricted Use
- Approved Road
- Multuse Paths
- Existing Paths
- Primary Conservation
- Secondary Conservation

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 3, 2015

Jung-Han Chen

Account Code No. #:

Prepared By:

Budgeted Amount:

January 20, 2015

Date Prepared:

PC-2015-01 PLANNED DEVELOPMENT- a Combined Preliminary and Final Planned Development to Bishop Square (commercial portion of the approved planned development of former Wal-Mart site redevelopment project) – 1.9 acres, **Robert Fiorita, Applicant**

Recommendation: Approval

Discussion:

Ordinance #3221 approving the Final Planned Development of the redevelopment of the former Wal-Mart site in June 18, 2013 stipulated that the developer was required to consolidate 12 parcels into a maximum of three (3) lots. As the project moved forward beginning in 2014, the developer realized that the lot restriction placed a financial burden for financing purposes, therefore the request to further divide one of the commercial lots into three commercial parcels came about. The challenge is that one of the lots will not have street frontage.

The Planning Commission heard the staff recommendations and the presentation by the developer on this request and opened the request for any public comment. After the public hearing, the Commission discussed the rationale of the three lot limitation in 2013 to ensure the project moved forward by minimizing the transaction of these commercial lots prior to the completion of all the construction. Given that the project has been moving forward and the new library construction has been progressing nicely, the Commission felt the request was reasonable and voted 7-0-0 to approve the request, subject to the following conditions:

1. That, the developer shall provide an as-built drawing to the City Engineer, and
2. The deed is reviewed and approved by the City Law Director and the Zoning Administrator to assure perpetuity.
3. Ordinance #3221, adopted on June 18, 2013 approving the Final Planned Development, shall be revised by Oxford City Council to reflect the change and Oxford Legal Counsel will review the easement to ensure that the lot split will not affect the access easement.

Approved By:

Department Head:

City Attorney:

City Manager:

JHC 1/26/15
JHC 1/30/15

ORDINANCE NO.

ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAN FOR A MAJOR CHANGE TO AN APPROVED PLANNED DEVELOPMENT AT BISHOP SQUARE LOCATED ON SOUTH LOCUST STREET WITH CONDITIONS AND AMENDING ORDINANCE NO. 3221.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: In accordance with Oxford Codified Ordinance Section 1145.10, the Oxford Planning Commission held a public hearing on January 13, 2015 on the application of Robert Fiorita, Applicant, for approval of a preliminary and final plan for a major change to an approved planned development for Bishop Square located on South Locust Street.

SECTION 2: The Planning Commission, after due deliberation approved a motion recommending the approval of the preliminary and final plan for a major change to an approved planned development at Bishop Square located on South Locust Street by dividing one of the commercial lots into three commercial lots with the following conditions:

- a. The developer shall provide an as-built drawing to the City Engineer.
- b. The deed shall be reviewed and approved by the City Law Director and the Zoning Administrator to assure perpetuity.
- c. Oxford Legal Counsel shall review the easement to ensure that the lot split shall not affect the access easement.

SECTION 3: Council having considered the decision standards in Oxford Codified Ordinance Section 1145 hereby accepts the action of the Planning Commission and accepts the recommendation report submitted by the Planning Commission and incorporates the same herein and further grants the approval of the preliminary and final plan for a major change to an approved planned development at Bishop Square located on South Locust Street by dividing one of the commercial lots into three commercial lots with the conditions listed above.

SECTION 4: Council hereby amends Section 3 No.6 of Ordinance 3221 passed June 18, 2013 as follows:

6. The 12 parcels shall be consolidated and combined to a maximum of ~~three~~ **five** lots contingent on review and approval of the City Attorney. The residential portion of the site shall be approximately 7.6 acres and the commercial portion shall be approximately 4 acres. The approval of this Final Planned Development shall be effective upon agreement between the Lane Public Library Board of Directors and New Village

Communities, LLC to locate a new library building within the Planned Development. No building permits for any structures on the site will be issued until such agreement between the Lane Public Library Board of Directors-and New Village Communities, LLC is signed and a copy filed with the City Clerk. The construction of the library building and the two-story commercial building shall be in concurrence with the construction of residential development. No occupancy of any residential dwellings on the site shall be granted until there is substantial completion of the two-story commercial structure exterior shell, the library building exterior shell, and the commercial area site improvements.

SECTION 5: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW(STAFF)

**Certification of Action
Oxford Planning Commission
Recommendation to City Council**

<u>Report Date</u>	February 10, 2015
<u>Case Number</u>	PC-01-2015
<u>Applicant Information</u>	Robert Fiorita, New Village Communities, LLC
<u>Requested Action</u>	Final Planned Development Lot Split
<u>Summary of Request</u>	Approval of a Lot Split for a Commercial Portion of the Planned Development.
<u>Public Hearing Information</u>	On January 13, 2015 a Public Hearing took place at 118 W. High Street. A Public Hearing notice was published in the Oxford Press on December 14, 2014. Courtesy notices were mailed to adjacent property owners on December 29, 2014.
<u>Commission Action</u>	The Planning Commission voted 7-0-0 recommending approval of the Lot Split with conditions.
<u>Commission Findings and Conclusions</u>	At the January 13, 2015 Planning Commission meeting, the Commission, after discussion of their concerns with Staff, voted to approve the Final Planned Development Commercial Lot Split with conditions.
<u>Exhibits Submitted to the Commission</u>	1. Staff Report Dated January 26, 2015 2. Letter of Approval with Conditions to Applicant January 26, 2015 3. Planning Commission Staff Report Dated January 2, 2015 4. Ordinance #3221 Approving Planned Development Dated June 18, 2013 5. Interoffice Review Sheets 6. Property Notifications Map 7. Citizen Review and Comment Form 8. Letter of Agency 9. Planned Development Application Dated November 28, 2014 10. Supporting Documents 11. Record Plat 12. Legal Descriptions 13. Recorded Construction and Maintenance Agreement 14. Recorded Easement Areas 15. Recorded Cross-Access, Parking and Utility Easement Agreement 16. Recorded Easement Exhibit



January 26, 2015

Mr. Robert Fiorita
4242 Fuller Road
Dublin, OH 43017

PC-2015-01 PLANNED DEVELOPMENT a combined Preliminary and Final Planned Development to Bishop Square (commercial portion of the approved planned development of former Wal-Mart site redevelopment project) 1.9 acres, Robert Fiorita, Applicant

Dear Mr. Fiorita:

On January 13, 2015 the City of Oxford Planning Commission recommended 7-0-0 to approve your request for a Lot Split for an approved Planned Development for Lot #1 Parcel H4100104000083 with conditions:

As-built drawings will be provided to the City Engineer and Ordinance #3221, adopted June 18, 2013 approving the Planned Development, will need to be revised by Oxford City Council to reflect the change and Oxford Legal Counsel will review the easement to ensure that the lot split will not affect the access easement.

Oxford City Council will hold their First Reading on Tuesday, February 3, 2015 and their Second Reading on February 17, 2015 regarding this Planned Development Lot Split. The meetings will take place at 7:30 p.m. at the Oxford Courthouse.

Should you have any questions related to this action, please contact the Community Development Department at 524-5204.

Sincerely,

Lynn Taylor
Administrative Assistant
Community Development Department

Cc: File

ORDINANCE NO. 3221

ORDINANCE APPROVING THE PLANNING COMMISSION'S RECOMMENDATION FOR FINAL PLAN APPROVAL OF THE PLANNED DEVELOPMENT AT THE FORMER WAL-MART SITE (419 SOUTH LOCUST STREET) TO ALLOW A DEVELOPMENT WITH COMMERCIAL AND RESIDENTIAL USES WITH CONDITIONS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Council hereby finds that the Planning Commission held a public hearing on May 14, 2013 in accordance with Section 1145 of the Codified Ordinances of the City of Oxford, on the application of Robert Fiorita, Applicant, Agent, Architect, for approval of a Final Planned Development at the former Wal-Mart site, at the corner of South Locust and West Spring Street (419 South Locust Street) to allow a Planned Development with commercial and residential uses.

SECTION 2: The Planning Commission, after due deliberation found the application satisfies the code requirements in Chapter 1145 of the Oxford Zoning Code and recommended approval of the Final Planned Development application for the former Wal-Mart site (419 South Locust Street) with conditions.

SECTION 3: Council hereby accepts the recommendation of the Planning Commission and further approves the Final Planned Development application for the former Wal-Mart Site, at the corner of South Locust and West Spring Street (419 South Locust Street) to allow a development with commercial and residential uses based on the submittals of the applicant that are attached hereto and incorporated herein by reference as Exhibit "A" and made a part of this approval with the following conditions:

1. All aspects of the presentation made by the applicant on May 14, 2013 shall be included as part of the final development approval. The construction of all of the proposed buildings for this development shall substantially reflect the renderings presented by the applicant to the Planning Commission on May 14, 2013.
2. Off-site sanitary improvements shall be made by the City, according to the terms of a cost-sharing agreement to be finalized between the City and the Developer.
3. A marked crosswalk with signage shall be provided at the developer's expense connecting the north side of Wells Mill Drive to the southwest corner of the project, in accordance with City standards. The City Engineer may require, at the developer's expense, additional off-site signage to increase awareness and safety of this marked crosswalk.

4. The proposed sidewalk along Locust Street and associated ramps/crosswalks shall be aligned with other off-site pedestrian facilities.
5. Earthen mounds, as required by the previous Ordinance, (2958) are waived.
6. The 12 parcels shall be consolidated and combined to a maximum of three lots contingent on review and approval of the City Attorney. The residential portion of the site shall be approximately 7.6 acres and the commercial portion shall be approximately 4 acres. The approval of this Final Planned Development shall be effective upon agreement between the Lane Public Library Board of Directors and New Village Communities, LLC to locate a new library building within the Planned Development. No building permits for any structures on the site will be issued until such agreement between the Lane Public Library Board of Directors and New Village Communities, LLC is signed and a copy filed with the City Clerk. The construction of the library building and the two-story commercial building shall be in concurrence with the construction of residential development. No occupancy of any residential dwellings on the site shall be granted until there is substantial completion of the two-story commercial structure exterior shell, the library building exterior shell, and the commercial area site improvements.
7. The internal circulation pattern for all modes shall be made safe and continuous for pedestrian, vehicular, bicycle and wheelchair traffic through direct alignment of different sidewalk segments and connection through ADA compliant ramps and crosswalk markings. These include, but are not limited to:
 - a. East/West connection between North Locust Street entrance and Spring Street entrance, along the northern facades of the northern two commercial buildings.
 - b. East/West connection between the southern Locust Street entrance and the proposed library will be provided along the southern facades of the southern two commercial buildings.
 - c. North/South connection between the westernmost two commercial sites, along with the western facades.
8. The layout and construction of the two westernmost outbuildings shall substantially conform with the perspective aerial and ground views presented to the Planning Commission on May 14, 2013 and is subject to Planning Commission and/or City Council review and approval at a future date prior to the construction. No drive-through for these two outbuildings are approved for this Final Planned Development at this time.

All site improvements, including parking spaces shown on the plan submitted to the Planning Commission on May 14, 2013 shall be constructed and completed at the same time and the pads for the two westernmost outbuildings shall be curbed and grassed for future commercial tenant build-outs.

9. The pedestrian path to Spring Street shall be constructed as presented to the Planning Commission on May 14, 2013.
10. Landscaping improvements shall be installed as presented by the developer to the Planning Commission on May 14, 2013 and the requirement for tree islands at every 7 spaces is waived.
11. The number and size of freestanding signs will conform to the signs proposed and will be limited to property identification. Other signage shall also be limited to that which was presented to the Planning Commission on May 14, 2013.
12. The existing fence along the southern property line shall be maintained and repaired or replaced when necessary.
13. The northern entrance on Locust Street shall be upgraded, including signal, signage, crosswalks, lane markings, and striping on street, to meet City standards at the developer's expense.
14. The modifications proposed in the Traffic Impact Study related to vehicular striping and signal timing shall be approved by the City Engineer and at the developer's expense.
15. The developer shall coordinate with the City of Oxford and the Butler County Regional Transit Authority in locating potential bus stops within and adjacent to the site.
16. The overnight parent-unit shall not be allowed.

SECTION 4: This Ordinance shall take effect at the earliest time allowed by law.


MAYOR

ADOPTED: June 18, 2013

ATTEST:


CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

City of Oxford
Community Development Department
STAFF REPORT

Planning Commission

Case # PC-2015-01

Date – January 13, 2015

APPLICATION

Applicant:	Robert Fiorita, RE NVC Oxford Commercial, LLC
Location:	1.9 acres of Land with Address 411, 421 and 431 S. Locust Street, Being Parcel Number H4100104000082
Owner:	EVR Investments
Action Request:	Planned Development- a combined Preliminary and Final Planned Development to Bishop Square (commercial portion of former WL- Mart site)
Current Use:	Vacant (under construction) commercial buildings
Surrounding Existing Land Uses:	Commercial and residential uses

DESCRIPTION

This application came before the Planning Commission for a Final Planned Development on May 14, 2013 for final approval to construct 4 residential and 4 commercial buildings. The lot arrangement was that all of the residential buildings would be on one lot; whereas the 4 commercial buildings would be on two lots, one being the site for the new Lane Library. The Final Planned Development was approved by City Council on June 18, 2013 via Ordinance 3221, attached with this report, stipulating a list of sixteen (16) conditions. One of them was to limit the number of lots to a maximum of 3 lots.

The applicant is seeking to subdivide the one commercial lot (for the three proposed commercial buildings) into three lots for the purposes of financing. The letter to Staff from the applicant states that the existing lot configuration is preventing banks from underwriting each individual building on its own lot. The end result of the requested split would create an interior lot with no street frontage and two lots having Locust Street frontage.

SURROUNDING NEIGHBORHOOD

All property owners within 200 feet have been notified by letter, signs have been posted on the property and a notice has been placed in the newspaper. At the time of this writing, **no public comment has been received. City staff did receive one letter in support and it is attached.**

AGENCY COMMENTS:

Engineering:	See attached comments
Police:	No comments received
Fire:	Comment received with no comment
Economic Development:	See attached comments

PLANNING COMMISSION AND BOARD OF ZONING APPEALS SITE HISTORY

1993- Lot consolidation and split (Approved, but was never recorded with the Butler County Recorder's Office)

COMPREHENSIVE PLAN (2008)

Not applicable.

ZONING CODE REGULATIONS EXCERPTS

1143.12 GB GENERAL BUSINESS DISTRICT

(c) Site Development Regulations:

(1) Lot Requirements: NO minimum lot size or lot width is specified, however, lot size and width shall be adequately to provide for parking, access drive, spacing, yard space and screening requirements.....

(2) A. Yard requirements (minimum).

Front yard	Rear yard	Side yard
35 feet	25 feet	0 feet

When a side or rear lot line abuts residential district lot lines, the minimum side or rear transitional setback distance shall be 25 feet in depth and shall be screened from the residential district by a dense evergreen hedge a minimum of 6 feet tall at planting and that will maintain at least 90 percent opacity over time. Existing vegetation may be considered as long as the anticipated overall opacity effect can be achieved. Alternatively, different types of screenings may be utilized subject to review and approval by the Zoning Administrator if the alternative material can achieve the overall 90% opacity effect.

B. Maximum front yard setback. A maximum front yard setback of 150 feet; and at least 75% of the façade of the principal building must be setback no more than 150 feet from the front lot line.

(3) Structural requirements.

Maximum building height 45 feet

1145.10 CHANGES TO A PLANNED DEVELOPMENT.

(a) Minor Changes to an Approved Final Planned Development. The developer of an approved final planned development may submit a written request for approval of changes to the plan or development schedule. The Zoning Administrator and the Planning Commission Chair together may administratively approve changes to a planned development if such changes:

- (1) Do not change the use
- (2) Are of a magnitude that will not substantially alter the appearance of the development from off of the site
- (3) Will not substantially or detrimentally affect the provision of public services to the site or general vicinity
- (4) Will not substantially or detrimentally increase potential demand on public or private utilities
- (5) Are not of a scope, scale, or character, that would cause a negative impact on adjoining properties and neighborhood
- (6) Are not contrary to and in no way diminish the intent of the originally approved plan

Administrative approvals shall be clearly documented, made part of the original final planned development on file, and the details of any such changes shall be reported to the Planning Commission at its next regularly scheduled meeting.

(b) Major Changes to an Approved Planned Development. Any proposed changes to an approved planned development that do not meet the criteria of a minor change are considered a major change. A major change requires an entirely new preliminary planned development application (including the fee), according to the provisions of this chapter.

(c) Changes to a Planned Development not Procedurally Approved. An existing planned development that was not approved according to the provisions of this Chapter and was never approved by a legislative, quasi-judicial, or administrative review, and that was legal at the time of its establishment is considered an approved planned development and is subject to the provisions of this chapter. (Ord. 2838. Passed 2-15-05.)

SUBDIVISION REGULATIONS EXCERPTS;

1101.6 MINOR RESUBDIVISIONS, LOT SPLITS AND LOT CONSOLIDATION.

600 PROCEDURE

The Planning Commission, acting as the Platting Commission, shall grant or deny, minor resubdivision(s), lot split(s) or lot consolidation(s) in the following manner:

- (A) The Zoning Administrator and Chair of the Planning Commission shall, acting for the Planning Commission; mutually approve the minor resubdivision, lot split or consolidation if the proposed division or combination of land meets all of the following conditions:
 - (1) The proposed minor resubdivision, lot split or consolidation is located along an existing public street and involves no opening, widening or extension of any street or road, and in the case of residential lots, does not involve the creation of any easement for access.
 - (2) The proposed minor resubdivision, lot split or consolidation meets the dimensional requirement of the underlying district or a minimum of 3,000 square feet of lot size if the underlying district does not have minimum lot size requirements.
 - (3) The physical characteristics of the property are suitable for building sites.
 - (4) There is no division or allocation of land for parks and open spaces as required by these regulations.
 - (5) New lots to be created which are five acres or larger in size and located along an existing public road are exempt from this chapter.
 - (6) The sale or exchange of parcels between adjoining lot owners, where that sale or exchange does not create additional building sites are exempt from this chapter. The following statement shall be included on the Record Plat: "Not to be transferred as an independent parcel in the future without planning commission approval"
 - (7) No more than two (2) new lots shall be created.
- (B) If, in the opinion of the Zoning Administrator or the Chair of the Planning Commission, the proposed minor resubdivision, lot split or consolidation does not meet the above conditions, the request shall be referred to the Planning Commission for decision. The Planning Commission, by majority vote, shall grant a minor resubdivision, lot split or consolidation if they find all of the conditions of subsection (A) above have been substantially met and provided.
- (C) All lots occupied by portions of an existing main building may be administratively consolidated into one lot by the Zoning Administrator and the Chair of the Planning Commission acting together for the Planning Commission, provided the proposed request meets all applicable subdivision and zoning regulations.
- (D) The Planning Commission may require, as a condition for approval of a minor resubdivision, lot split or consolidation, the dedication of a street right-of-way in conformance with the requirements of these regulations or the Official Thoroughfare Plan.
- (E) All minor resubdivision(s), lot split(s) or lot consolidation(s) shall submit proof of recording to the Community Development Department and shall be recorded within six (6) months of the City's approval, or the approval will be null-in-void.

DECISION CRITERIA

A copy of the Planned Development Decision Standards is attached.

ANALYSIS

The applicant approached Staff in September 2014 about the proposed lot split issue and Staff determined that it would be cleaner to go through a combined Preliminary and Final Planned Development based on the following reasons:

1. The Council Ordinance # 3221 specifically stipulated the development site would be limited to a maximum of three (3) lots. Additionally, this topic was also part of the discussion at the Planning Commission as to how many lots would be split.
2. Typically, a subdivision of this scope would follow the Oxford Subdivision Regulations procedure as far as creating no more than 2 lots. However, this request is creating three (3) new lots.
3. One of the lots will not have a legal street frontage.

Therefore, following the standard process of subdivision procedure would require this application to go through preliminary and final subdivision review. However, this request would not be considered favorably due to the no-street frontage lot and is not the result of unusual physical conditions that would require the Planning Commission to consider variation.

It would be a more consistent and clean approach to consider this as a Planned Development, since the initial approval went through the same process. Furthermore, a Planned Development process allows the Planning Commission and the City Council to impose additional conditions to safeguard the public health, safety, and general welfare and to ensure the development can occur in a timely manner. The Planned Development also allows an expedited process by combining preliminary and final for the project is small and a single phase development.

As stated, the request is to divide the existing commercial lot into three lots, with two facing Locust Street; and one that does not have a street frontage.

This application is essentially the same as the one that was approved by City Council in 2013, with the exception of additional commercial lots being requested. On the surface, the requested lot split does not appear to be a critical issue to consider. However, given the configuration of the proposed split, the concerns of utility easements and access easement would somewhat complicate the project. The character and scope of the project remains to be the same.

The applicant, in his letter, indicated that they are unable to finance the two-story commercial building any more or the two out-lots due to the lot structure preventing banks from underwriting the individual building on its own lot. The project is a land lease and with all three buildings presently on the same parcel, banks cannot get a Lease-Hold interest in any one parcel without encumbering the others. Furthermore, the rental expense for the entire parcel is over burdening the first building (two-story) with the entire rent expense of the other two buildings. In order to finance one or any of the buildings, their lenders are requesting that there be three individual lots so there can be three individual loans secured by individual lot interest with separate tax identification numbers.

This project is a land lease development, so the underlying ownership is not going to change as far as the entire development is concerned. It is the lease-hold improvement issue in this redevelopment that prompts banks for individual lots. The future variable is the transfer of the lease-hold right or the sale of individual lots. The major obstacle for this lot split request is that the one proposed lot that does not have street frontage, does not meet the true definition of "lot" based on City standards. The concern is how to treat this lot in the future.

Staff prepared two options for the Planning Commission to consider when deciding this request. Staff has also provided the rationale and stipulations to each option for your consideration.

RECOMMENDATION

Option 1: Require all three lots to have street frontage. The two out-lots would be fairly obvious. The two-story building lot will have a street frontage on S. Locust Street and the width of the lot on Locust Street will be the width of the access drive to and from Locust Street.

Under this option, all lots will have street frontage that meets City requirements, even the (one lot has a narrow frontage). This arrangement is similar to the one where the new Lane Library is located.

The development of these lots shall follow the GB regulation and the rest of the conditions outlined in Ordinance #3221. No plat should be approved until all the requirements as requested by the City Engineer have been met.

Option 2. Approve the lot split as presented with one lot that does not have street frontage.

Under this option, there is one lot that will not meet City requirements.

The development of these lots shall follow GB regulations and the remainder of the conditions in Ordinance #3221. The Planning Commission shall review any development proposal for the lot that does not have the street frontage, even the proposed use is a permitted use. No plat should be approved until all the requirements are requested by the City Engineer have been met. Additionally, the applicant shall notify the City for any pending transactions of this interior lot.

There is also an access easement for the apartment building to the north of this site utilizing this site for access purposes. This access easement needs to be reviewed and revised, as necessary to reflect the changes within this development proposal.

SUBMITTED

BY:


Jung-Han Chen,
Community Development Director

DATE: January 2, 2015

ATTACHMENT

SECTION 1145.06

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments

. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval.

The Planning Commission shall base its review of a proposed planned development upon the complete application, upon any staff report, and upon any relevant and credible public comment presented during the public hearing. Council shall base its decision on the same materials and shall also consider the Planning Commission recommendation.

The general decision standards for approval of a preliminary and final planned development are substantially similar. The final plan requires greater detail and is subject to additional decision standards.

If, at any time, the Planning Commission or Council finds that the information provided is insufficient to make a determination, it may suspend its review until sufficient information has been provided.

- (a) Burden of Proof. Planning Commission has no obligation to recommend approval and City Council has no obligation to approve a planned development. This Zoning Code assumes that a planned development is appropriate only if an applicant proves that the proposed uses and design will not be detrimental to the public health, safety, or general welfare of the City or the neighborhood in which it is proposed.

Applicants shall prove that potential negative impacts of elements such as location, size and extent of facilities and operations, site design, traffic generation, site access, and potential impact upon public facilities will be adequately mitigated.

- (b) General Decision Standards.

All planned developments shall satisfy these general decision standards:

- (1) The proposed planned development is in fact permitted in the zoning districts in which it is proposed.
- (2) If the application is for the same site where a planned development application has been denied within one year, the plan is substantially different from the application so denied.
- (3) The uses and site plan will satisfy the general intent of this Zoning Code.
- (4) The uses and site plan will be compatible with the general intent of the Comprehensive Plan.
- (5) The size and shape of the site are sufficient for the proposed planned development.
- (6) The use will not be hazardous or disturbing to existing or potential future neighboring uses that are permitted in the zoning district.
- (7) The use will not involve activities, processes, materials, equipment, or conditions of operation that will be detrimental to any person, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, odors, or other emissions.
- (8) Accessory uses will be directly related to the operation of the principal uses and will not be operated independent of the principal uses.
- (9) The use and site will be adequately served by public facilities and services such as streets, water and sewer, drainage structures, police and fire protection, and refuse disposal, or adequate provisions will be made to provide the same services privately.
- (10) Development of the site and operation of the use will not require substantial public expenditure for additional infrastructure or services.
- (11) The site will be designed, constructed, and maintained in a character harmonious in appearance and general character with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. Structures to be constructed, reconstructed, or altered in a residential zoning district shall

have the appearance of residential buildings permitted in the zoning district.

(12) The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.

(13) Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

(c) Additional Final Plan Decision Standards

(1) The final planned development shall substantially conform to the preliminary plan.

(2) Any substantial changes from the preliminary plan improve the plan or were requested by Planning Commission or Council as a part of the preliminary plan approval process.

(3) If the final plan seeks approval of only a portion of the approved preliminary plan, the elements of the proposed phase are sufficient to stand alone if the remainder of the planned development is abandoned.

(Ord. 2838. Passed 2-15-05.)

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 9, 2014

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development Department

PC-2015-01 PLANNED DEVELOPMENT a combined Preliminary and Final Planned Development to Bishop Square (commercial portion of the approved planned development of former Wal-Mart site redevelopment project) 4.1 acres, Robert Fiorita, Applicant

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **1/05/2015** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

Drawings reviewed by:


John Detherage
PRINTED NAME

Date:

12-11-14

PRINTED NAME

*emailed to
R. Fiorita*



Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu, P.E.
City Engineer

RE: PC-2015-01 Planned Development

DATE: January 5, 2015

The following comment, stated in our previous memo dated December 30, 2014, needs to be addressed.

- As of this date, the Engineering Division has not received the "as built" plan for the installed public utilities. However, we are aware that the installed public utilities did modify the planned easements. The submittal for the subject Planning Commission Case indicates public utilities easements. Due to the lack of the "as built" plan, we cannot verify the correctness of the easements indicated on the submittal.

If there are questions, please contact the Engineering Division.



emailed fronta 12/31/14

Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu, P.E.
City Engineer

RE: PC-2015-01 Planned Development

DATE: December 30, 2014

The following are our comments:

- As of this date, the Engineering Division has not received the "as built" plan for the installed public utilities. However, we are aware that the installed public utilities did modify the planned easements. The submittal for the subject Planning Commission Case indicates public utilities easements. Due to the lack of the "as built" plan, we cannot verify the correctness of the easements indicated on the submittal.
- We ask that a Legal Description of each lot be submitted. The Legal Description shall accurately describe the easements within the respective lot.
- The Title Sheet (Sheet 1 of 4) of the submittal titles the PC Case as Bishop Square Phase II. We are not aware of Bishop Square being constructed in phases.

If there are questions, please contact the Engineering Division.

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 9, 2014

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development Department

PC-2015-01 PLANNED DEVELOPMENT a combined Preliminary and Final Planned Development to Bishop Square (commercial portion of the approved planned development of former Wal-Mart site redevelopment project) 4.1 acres, Robert Fiorita, Applicant

☒ Review ☐ Revisions ☐ Other

Comments or status update requested by: Lynn Taylor

Please return no later than: **1/05/2015** Note: If no comments are received, we will assume the project meets your department's standards.

Drawings are returned: w/comments without/comments

Because this lot split is inside an approved PUD, this action should not affect the layout or design of the overall PUD.

But if this lot split allows for one of the commercial sections to be developed, it seems like a good thing to do.

Drawings reviewed by:



Date:

1/5/15



PRINTED NAME



PC-2015-01 **Surrounding** **Property Owners** **Map**

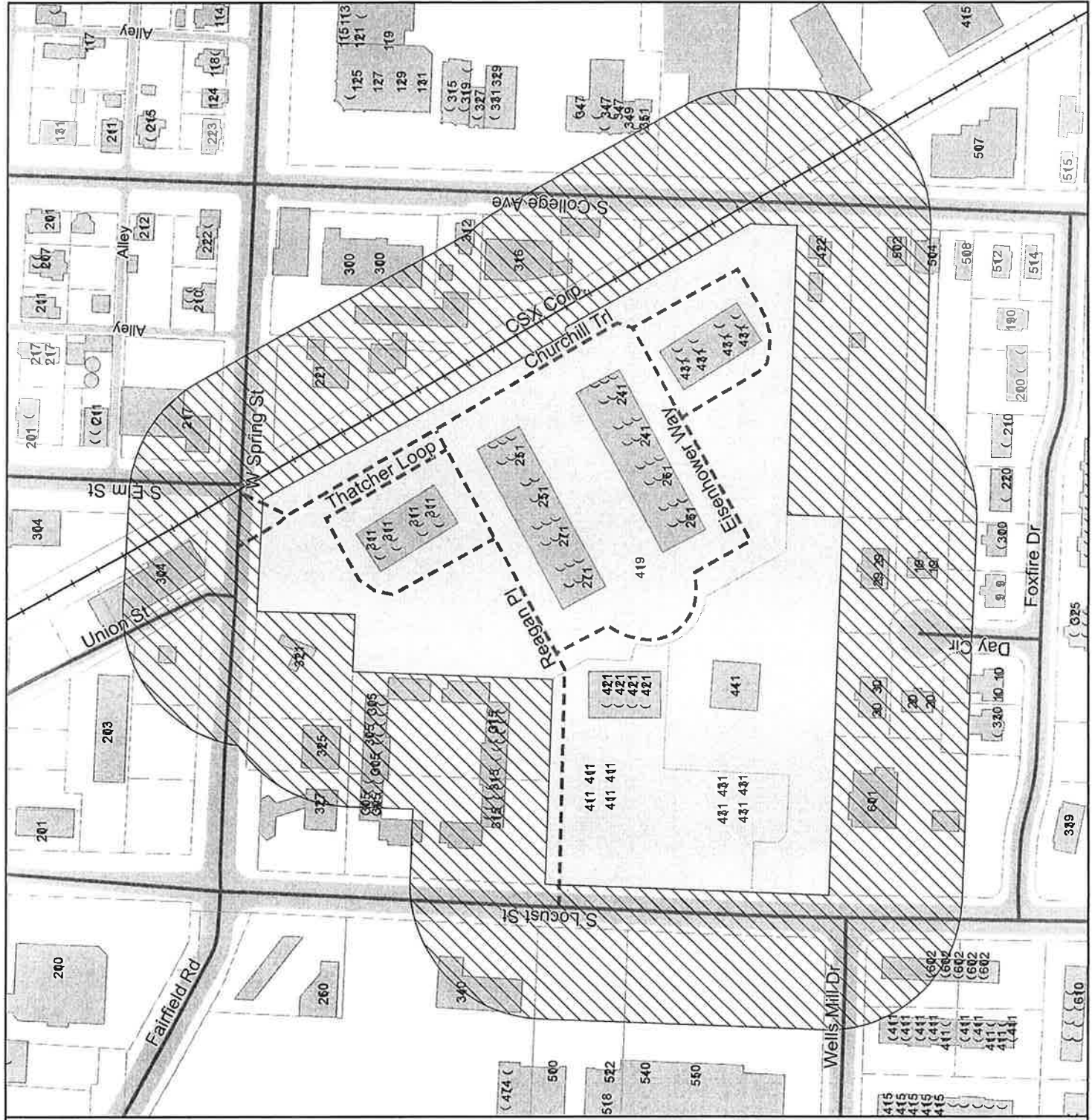
Legend

-  Subject Area
-  200 Ft. Buffer
-  Address Point
-  Parcel
-  Building Footprint
-  Paved Roadway

K

1 inch = 200 feet

The City of Oxford does not guarantee the dimensional accuracy of this map. Precise dimensional accuracy should be based upon recorded deeds, plats or a professional survey.





**CITY OF OXFORD
PLANNING COMMISSION
REVIEW AND COMMENT FORM**

CASE NO.: PC-2015-01

DATE OF HEARING:

January 13, 2015

PLANNED DEVELOPMENT Lot Split Modification of Bishop Square Commercial
Planned Development, from 2 lots to 4 lots; located at 411, 421 and 431 S. Locust Street; a
combined Preliminary and Final Planned Development re-plat of 4.1 acres of the former Wal-
Mart site redevelopment originally approved June, 2013; Robert Fiorita, New Village
Communities, Applicant

If you cannot attend this public hearing being held before the City of Oxford Planning
Commission, but would like to comment on this matter, please complete this form and return it
ten days before the hearing date to Lynn Taylor, 101 East High Street, Oxford, OH 45056.

Name:

Rice Management, Inc.

Address:

508 S. College Ave.

Oxford, OH 44403

Telephone:

Home: 330-565-2909

Work: _____

COMMENTS:

All for it. They are doing a
wonderful job converting an eye sore
of Walmart and turning it into a
great part of our community.
Keep up the great development!

Rice management, Inc.

By: Ron Rice, Pres.

Signature

Ronald J. Rice, President

1-3-2015

Date

MEMORANDUM

TO:
Jung Han Chen
Community Development Director
City of Oxford
101 E. High Street
Oxford OH 45056

FROM:
Daron Redpath
Managing Member
EVR Investments, LLC

RE: BISHOP SQUARE LOT SPLIT APPLICATION

We understand that RE NVC OXFORD COMMERCIAL, LLC which is our tenant on the above mentioned property, has applied for a lot split through the Zoning Department at the City of Oxford. Additionally, we understand the application before you and the Zoning Department will go to Planning Commission and Council for approval of the lot split dividing the existing (2) two lots of commercial into (4) four total lots of commercial.

We worked with Robert Fiorita, a principal in the ownership of the Tenant(s), and his attorney to put in place cross-use and cross-maintenance agreement to accommodate this particular circumstance. Those agreements are part of EVR Investments, LLC leases with RE NVC Oxford Residential, LLC and RE NVC Oxford Commercial, LLC and are recorded as part of the leases.

Robert Fiorita has relayed to us that the purpose for this requested lot split and subsequent application is because of difficulty his Lenders are having in obtaining a secured Leasehold Mortgage Interest in the building and only the lot on which it sits that is not encumbered by the other parcels. Accordingly, individual loans can be made on a building and the lot which it sits. We believe helping Robert, and RE NVC Oxford Commercial, LLC secure lender financing is important to the success of the entire development.

This memorandum of understanding is to let your Zoning Department, Planning Commission and City Council know that we are in agreement with this application for the lot split and are agreeing to be legally bound by the decision to divide these lots into (4) separate legal parcels.

Sincerely,



Daron Redpath
Managing Member
EVR Investments, LLC



Internal Use Only:

Case No.

Date Filed

PC-2015-01

11/28/14

Planned Development Application

Application Type

Choose One

☐

Preliminary (\$400)

☐

Final (\$400)

☒

Preliminary & Final (\$400)

Applicant Information

Attach a Letter of Agency if the Applicant is not the property owner.

Name *

ROBERT FIORITA FOR RE NUC OXFORD COMMERCIAL, LLC.

Mailing Address *

4242 TULLER ROAD

City, State & Zip Code *

DUBLIN, OH

Telephone Number *

614-758-0900 Email Address RFIORITA@NEWVILLAGECOMMUNITIES.COM.

Owner Information

Name *

ROBERT FIORITA % DAREN RED PATH

Mailing Address *

4242 TULLER RD

City, State & Zip Code *

DUBLIN, OH

Telephone Number *

614-758-0900 Email Address SAME

Engineer/Surveyor Information

Name *

TROY MESSER / RANDY WOLFE

Mailing Address *

TROY.MESSER@KLEINGERS.COM

City, State & Zip Code *

6305 CENTRE PARK DRIVE

Telephone Number *

6513 779-7851 Email Address WESTCHESTER, OH 45069

Location and Lot Information

Name of Subdivision *

BISHOP SQUARE

Location of Property *

SOUTH LOCUST

Legal Description *

1/4- 4.1 ACRES

Zoning District *

PUD 6B/RES

Total Area *

4.1

Acres

Submission Requirements and Documentation

The application requirements (Section 1145.05¹) for a preliminary and final planned development are different. The final planned development application requires a greater degree of accuracy and completeness than does the preliminary planned development application. This section describes the application content requirements for each step of the process.

Thirteen (13) complete sets of all information shall be submitted with each preliminary and final application. If any information is submitted in color or on non-standard paper, more copies may be required. The Zoning Administrator may modify this requirement based upon

O. Other information as required by the Planning Commission or Council.

(7) Elevations. Elevations of proposed structures or typical elevations if structures are not yet designed.

(8) Other. Photographs of the existing site and its surroundings.

(b) Final Plan.

- (1) The same items and information as required for the preliminary plan, except that the approximations shall be refined to specific locations, dimensions, and descriptions.
- (2) A detailed traffic impact analysis, including all modes of transportation, prepared by a qualified professional engineer
- (3) Any additional description or information requested by the Planning Commission or Council during the preliminary plan approval process.
- (4) Detailed agreements, contracts, deed restrictions, and sureties that will be used to guarantee performance of the development during and after construction.

Surrounding Property Owners

On a separate sheet, provide the parcel numbers, names, and mailing addresses of all property owners within 200 feet of all boundaries of the property in question. The [Butler County Auditor Real Estate Search](#)² is helpful when searching for the mailing address of adjoining property owners. It allows you to search by owner, address, or parcel number.

Decision Process

A preliminary plan shall be approved prior to approval of a final plan, although the processes can be concurrent for small, single phase developments. Both preliminary and final plan approval require a Planning Commission recommendation and Council approval. The review is based on the General Decision Standards found in Section 1145.06¹.

Fees & Receipt

The required fee for preliminary and final is \$400.00 plus \$100 per acre, plus postage charge. To calculate the postage charge, multiply the number of adjoining properties by current postage rate³.

Sign and Date

Applicant Signature *

Date *

REYNOC OXFORD COMMERCIAL, LLC
ROBERT FLORITA MANAGER
11/24/14

Submit Application, Submission Requirements and Documentation, and Fees

We will not accept incomplete applications and/or plans and documentation.

Send or drop off this application with required preliminary plans containing all required information as attachments and a check for fee and postage charges made payable to **City of Oxford**, to Community Development Director, 101 East High Street, Oxford, OH 45056.

Direct questions to the Community Development Dept. at 513-524-5204. The application will be placed on the next possible agenda.

Note: You must adhere to notification and publication requirements. Submit materials 45 days prior to the proposed Planning Commission meeting on which the action is requested. City Staff will place a public hearing sign on the subject property. **The Applicant is responsible for removing the signage at the completion of the hearing(s).**

For Staff Use Only

Fee Paid Date *

11/28/14

Receipt Number *

19139

¹ See City of Oxford Codified Ordinances: <http://www.cityofoxford.org/fees-ordinances-and-charter>

² Butler County Auditor Real Estate Search: <http://www.butlercountyauditor.org/>

³ The United States Postal Service: <http://www.usps.com/>

November 24, 2014

Jung-Han Chen AICP
Community Development Director
101 East High Street
Oxford, Ohio 45056-1887

**RE: Ordinance 2958
Lot Split Application
419 Locust Street
Oxford, OH 45056**

Dear Jung Han,

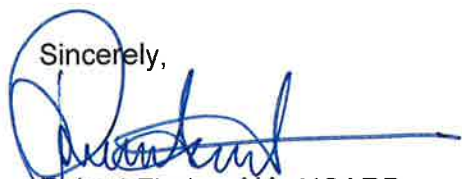
Attached is a Planned Development Application and related support documents for a Lot Split modification to Ordinance 3221 that was adopted by City Council May June 18th 2013. Ordinance 3221 created a PUD for two districts; one was residential use now called The Miami Preserve and the other was commercial use now called Bishop Square. This application seeks to change only the Commercial portion. We are asking Staff, Planning Commission and City Council to modify the existing 4.081 acre commercial portion from 2 lots to 4.

Ordinance 3221 created two commercial lots. Lot 3 parcel H4100104000083 at 2.149 acres was dedicated to Lane public Library because it is a non-profit organization and required its own lot for tax exempt status. Lot 1 parcel H4100104000083 at 1.932 acres is intended to be occupied by 3 commercial buildings. **The ordinance mandated that we construct a two story office building which is presently under construction. However, we are unable to finance the current building or the two out-lots because the lot structure is preventing banks from underwriting each individual building on its own lot. This project is a land lease and with all three buildings presently on the same parcel banks cannot get a Lease-Hold interest in any one parcel without encumbering the others.** Additionally, the rental expense for the entire parcel is over burdening the first building with the entire rent expense of the other two buildings.

In order to finance one or any of the buildings our lenders are requesting that there be three individual lots so there can be three individual loans secured by individual lot interests with separate tax identification numbers. This will allow each building to begin as soon as it is leased. Presently we cannot get a loan for any of the buildings unless 50% of the total 24,500 square feet of commercial space is leased. This is a tremendous hardship and could delay buildings from starting; therefore, we are seeking the City of Oxford to help us with this issue.

We regret having to come before you once again for this approval but it is critical to the success of the commercial that we have the 4 lots. Because timing is critical for bank loans we are asking to have Planning Commission and City Council approvals run concurrently. Thank you for your consideration of this proposal.

Sincerely,



Robert Fiorita, AIA, NCARB
Applicant

1145.05 APPLICATION- PRELIMINARY PLAN

- 1. Application fee.** *Application fee is attached with application.*
- 2. The name, mailing address, and telephone number of applicant and all property owners.**
 - a. Applicant:**
Robert Fiorita
4242 Tuller road
Dublin, Ohio 43017
 - b. Owner:**
EVR Investments
853 South State Street
Liberty, Indiana 47353
Atn: Daren Redpath
- 3. If Applicant is not the owner, or if there are multiple owners within the proposed area, a statement from all owners that the applicant is entitled to apply on their behalf, and that they agree to be legally bound to any decision reached according to this Chapter.** There are no other owners. The Owner will be present at the meeting to go on public record to validate this issue.
- 4. Name, mailing address, and telephone number of any planner, engineer, surveyor, or other design professional who assisted with preparation of the plans.**
 - a. Architect/Planner:**
Robert Fiorita
4242 Tuller Road
Dublin, OH 43017
 - b. Surveyor/Civil Engineer:**
Troy Messer
Senior Engineer, Kleingers
6305 Center Park Drive
West Chester, OH 45069
 - c. Consulting Architect Lane Library:**
Mike Dingeldein
SHP Leading Design
236 High Street
Hamilton, OH 45011
- 5. Description and Use of Site. A written detailed description shall include the following information. A separate response is required for each submission.**
 - a. A legal description of the site, including all separate lots.** A legal Description of the site is being submitted under separate cover.
 - b. A description of the existing uses of the site.** The subject site is a 11.7 acre parcel assemblage with a 104,000 square foot Abandoned Wal-Mart building situated on it that has been out of use since 2007.
 - c. The zoning district in which the site is located.** The existing Zoning District is GB General Business

d. A description of the proposed planned development. The proposed Mixed-Use planned development is seeking Final Plan Approval of Ordinance 2958 which provided for 68 Residential Units and 40,000 square feet of Commercial space. The applicant has received subsequent Planning Commission plan approval for "Substantial Conformance" on October 14, 2008 for site plan modifications. Additionally, applicant further received Planning Commission approval and comment increasing square footage of the Commercial portion to 47,500, adding a Public Library as a Conditional Use and proposal to include drive throughs and a Library drop box window on August 14, 2012.

i. The number of housing units by size and type proposed within each phase. The residential portion of the site will be one phase containing 68 residential units and a clubhouse facility situated in 4 residential structures. The building/structures are comprised of 2 Structures containing (4) 3 Dwelling Unit Buildings, 1 Structure contains (8) 3 Dwelling Unit Buildings and 1 Structure containing (4) 3 Dwelling Unit Buildings with (4) 2 Dwelling Unit Buildings and a Clubhouse Facility. In total the 68 Units are approximately 1,500 square feet each for a total residential component of 102,000 total square feet of living area and a Clubhouse facility of approximately 6,000. The residential units will have 4 bedrooms, 4 bathrooms, a living room, dining area, kitchen and exterior patio or deck. The clubhouse facility will contain a fitness facility, public gathering area, offices for leasing, theater, game room, study area and an overnight hotel room for parents of student residents of the property. The Residential structures shall be constructed in such a way as to adhere to the City Ordinance restricting no more than 3 dwelling Units per building within each structure and each shall be demised by a firewall per the most recent edition of the Ohio Building Code.

ii. A description of any nonresidential operations, including type of goods sold, services performed, and expected number of customer, clientele, delivery, and service vehicles. The nonresidential portion of the site will be comprised of 47,500 square feet of Commercial space that will be built in three phases. The first phase will contain a two story Public Library with 25,000 square feet and a speculative two story Commercial building with 10,000 square feet and will be served by an elevator. The second /third phase will be comprised of two one story out parcels that will each contain approximately 6,000 square feet. Potential tenants for uses will be limited to GB uses and the Conditional Uses contained in (1147.03).

iii. The hours of operation of any nonresidential use. The hours of operation will be typical retail store, restaurant, library and

commercial mixed uses similar to the surrounding businesses of this type located in the adjacent GB district.

- iv. ***A phased development schedule, if applicable, that indicates the location and timing of phases and demonstrates that each completed phase would form a reasonably independent unit if succeeding phases were abandoned.*** The residential portion of the site will begin construction in 2013 as soon as building permits can be submitted and approved by the City of Oxford with hopes of having residents occupying the units by fall of 2015. The 25,000 square foot Library will begin construction in 2013 as soon as its Board finalizes the design and construction documents. The Library expects to select an Architectural Firm at its April Board meeting. Applicant and Library are engaged in a formal "Letter of Intent". Application for Building permits to begin construction of the 10,000 square foot speculative office building will occur sometime before the later of certificate of occupancy on the Library or the Residential. The two outparcels will begin construction as soon as users are found for these two 6,000 square foot pads. Until then the pads will be landscaped, graded, planted with vegetation and curbs with parking lots finished.

e. ***Narrative evaluating compatibility of proposed planned development with general vicinity and adjacent properties.***

- i. ***How the proposed uses are similar to or different from existing area uses and if there will be any interaction between the proposed site and adjacent sites.*** The properties longest contiguous boundary to the east is an active railroad with commercial uses, including Ace Hardware/Lumber, Spring Street Auto, and Letterman Printing just opposite the rails from the subject. To the south and north are compatible commercial uses with drive throughs, retail operations and multi-tenant residential of similar nature to the subject site. The sites primary street frontage is along South Locust Street to the west serves as the primary street arterial along the spine of Oxford's GB District. The site is situated such that all the bounded adjacencies are similar uses to those proposed in the Residential and Commercial portions of the site. The property fronts on to three public rights of way. The longest public access along South Locust Street will serve the sites two primary (preferably only) vehicular access points for the commercial portion of the site. The northernmost of the two also serves as 1 of 2 entrances for the vehicles to the Residential portion of the project. The second longest access point is along Spring Street where a right-in-right-out entrance will occur (a condition of Preliminary Plan Approval) serving as the other 1 of 2 vehicular entrances to the Residential portion of the site. The

Spring Street entrance should not be used by the Commercial. The shortest right of way on the eastern Boundary along South College Street will serve only as a pedestrian entrance (a plan revision since the original submission that addresses pedestrian thoroughfare traffic). The plan has a property sign with area light at that entrance for pedestrian safety.

- ii. How any existing structures, proposed structures, and the site design relate to adjacent structures and sites.** All existing structures, pavement and lighting will be demolished. The masonry material of the building and parking lot will be recirculated into the new project. The proposed buildings of the residential portion will be three stories of 9'-0" floor to ceiling height with pitched roofs and will abut the railroad to the east. Moving west towards South Locust Street, the next row of buildings containing the Public Library will be two stories of approximately 10'-0" floor to ceiling with pitched roofs. The buildings fronting on to South Locust Street will be one story structures similar to existing commercial uses along the Locust Street Corridor. The height of the buildings on the proposed site taper from three stories on the East to one story on the West. The height of three story structures will be mitigated by an existing retaining wall that is approximately 6-7 feet high along the eastern boarder and the sloping nature of the subject site that is lower than the adjacent rail road tracks.
- iii. If the proposed uses will involve any operations that create potential nuisances such as excessive noise, lighting, odor, fumes vibration, or emissions.** There are no proposed uses within this Mixed Used Development that will create any nuisances such as excessive noise, lighting, odor, fumes vibration or emission. The change in use from a 104,000 square foot Wal-Mart use to a residential, library and retail facility will be less of a nuisance than currently exists. The railroad on the eastern border is the source of fumes, vibration and emission.
- iv. How any potential negative effects on the adjacent land will be mitigated?** There are no negative effects to be mitigated. This project will be managed professionally by a staff of on-site personnel and is only 1 of the 3 properties in Oxford of its kind serving students; it will be the only property of this type in the Uptown Mile Square Area. This use will address concerns raised in Article 7.B Public Input of Oxfords Comprehensive Plan that concerns improving housing through better management using infill mixed-use sites.
- f. A statement about why the location proposed is appropriate for the planned development.** The proposed location for this development is appropriate because of several important reasons. At 11.7 acres this site is probably one of the last large assemblages of ground in the subset of the two overlapping Districts of the Uptown Mile Square Sub Area and

the Locust Street Commercial Sub Area. Being in the Commercial district along Locust, in time, if the commercial market were to ever return, the entire parcel could easily become all Commercial use within the GB zoning leaving it void of the desirable mixed-uses that are central in spirit to the guidelines of Oxford's Comprehensive Plan and the even more important Mile Square District. Along with Steward Square and the Kroger shopping area, this project should become a centerpiece to this part of the town drawing upon three distinct population bases that make up Oxford; the students, the residing community retail shoppers and a more regional draw of Public Library goers. Being close to campus, this will be the largest purpose built modern student housing project to date in Oxford that will allow students to walk to classes and on campus activities. Residing along the public spaces for Residential and Commercial designed within the property, students will animate and use the other Commercial/Retail and Library uses within the development. Community retail, with the convenience of drive-up parking is needed both in the Uptown Mile Square District and in the Locust Street Commercial Corridor. This project satisfies that need allowing it to attract national based tenants that require this parking and potential drive through model for its customers. Lastly, the Lane Public Library's desire to locate here speaks volumes of the citizens of Oxford desire to have the Library locate in this Mixed-Use development. After an exhaustive search starting with over 10 sites conducted by an Architectural firm hired as the Library's consultants and then later a public forum, sponsored by philanthropic group that supports the Library, a live vote was cast and the decision was unanimous that this is the place that both the Board and the Citizens of Oxford want the Library to be for the next 50 years. This is the best focus group that could be organized to decide the appropriateness of this site for this use.

- g. A statement of the necessity or desirability of the proposed planned development to the neighborhood or community.** This proposed Mixed-Used Planned Development is both necessary and desirable to the community and the Comprehensive Plan of Oxford. Even when Wal-Mart was an active retail hub, its design, use and nature was incongruous with the vision and Comprehensive Plan that Oxford has created for itself. After over 5 years of sitting empty, with no pedestrian activity it is even more apparent that Big Box Retail in a sea of parking is not appropriate for a location within the Uptown Mile Square District. This project is necessary because it eliminates an inappropriate use, an unattractive building and it is desirable because it satisfies the important attributes of mixed uses of Residential and Commercial centered around public open spaces containing public art and a pedestrian circulation pattern traversing and connecting adjacent neighborhoods and public sidewalks of the three contiguous right-of-ways; this theme is an important component of the goals and objectives throughout the pertinent chapters of the Oxford Comprehensive Plan. The residential units are necessary to

satisfy a need for safe, modern, well located, highly amenitized, student dwellings each with a parking space for every resident that upgrade the quality, conditions and management of student residences within the Mile Square Area. For those that argue that there is too much student housing in Oxford, that Applicant would agree. What is needed for students, and the peace of mind for their parents is for the bar to be raised with safer, cleaner, more modern units that parents, will feel safe having their young adults occupy while away from home. This was a recurring opinion raised from research during a workshop for the Oxford Comprehensive Plan. The Commercial/Retail should be attractive to National tenants because it has the right balance of "suburban drive-up parking" and drive throughs while not having too much vehicular influence because it is integrated with outdoor pedestrian friendly outdoor dining and recreational spaces. Lane Library's vetting process among its active supporters the "Friends of the Library Group" and the Board have already indicated publically that this site is both necessary and desirable for them.

h. *Proposals for the provision of public utilities and services, if sufficient or not available for the planned development, or for the provision of suitable private utilities and services.* The site is presently served by all public and private utilities that will be required to facilitate this development and sufficient capacity is available for each with the exception of Sanitary Sewer. The utilities, roadways and all improvements within the rights of way of the property will be private. There are existing City utility lines that need to be rerouted and fall within easements that the Applicants Civil Engineers are aware of and have made accommodations for in the improvement drawings. The scope of this is very small in nature. A downstream offsite Sanitary Sewer needs improvements according the City Engineer. This is not work that will be associated with or prevent this property from moving forward. The City Manager, City Services Director and City Economic Development Director have agreed to access this project with a fee of \$125,000 to contribute its share for that improvement that will be performed under the City's direction by others. Storm water runoff will be considerably less than what presently exists (because the existing site is almost 100% impervious) but will be designed to the same standard as agreed to by the City Engineer. The site is presently illuminated by 30'-50' tall light poles, some at the property perimeter. These lights will be removed and be replaced with lights that are residential in style, size and character that are 13' high.

i. *A general analysis of expected traffic impact, including vehicular and pedestrian safety, resulting from the proposed development.* Practically, on a day-to-day basis, the general Traffic Impact that this project will have in Oxford will be very similar to what occurred when Stewart Square was built because it is similar in size and nature. A traffic analysis was conducted and the results are incorporated into the improvement drawings. Additionally, the applicant feels, that if

improvements are required to signaling and roadways that they will be similar in nature and scope to what was asked of the Stewart Square developer. Stewart Square was approximately 100,000 square feet of Commercial/Retail and 40,000 square feet of residential located on 6.8 acres and this project is approximately 100,000 square feet of residential and 48,000 square feet of retail on 11.7 acres. Existing pedestrian traffic patterns are virtually nonexistent. The proposed Mixed-Use Planned Development has internal circulation sidewalks along public open spaces connected to the public sidewalks on every right of way that bounds the property including a pedestrian only access point on the southeast corner of the site along South College Street introduced in the latest plan in an attempt to promote traversing foot and bicycle traffic to and through the site. Within the site walkways are situated along open spaces to emphasize foot traffic along the two major public green areas. Internal pedestrian crosswalks at vehicular intersections will be raised and have a color, material or textural change at three major locations within the site.

- j. *The substance of proposed covenants, easements and other restrictions on the land and structures.*** This project will be professionally managed by a third party management company employing a full-time onsite staff. It will be the only property of this type in the Uptown Mile Square Area. This project will provide cross easements, covenants and restrictions on the land and structures that will be conducive to the respective needs for uses of Residential and Commercial. The traffic patterns within the site are set up so that the southernmost entrance on South Locust Street will almost exclusively serve the commercial portion of the property. The northernmost entrance along South Locust Street and the limited access Spring Street entrance will technically be used for both the Residential and the Commercial portions of the property and each use will need to be allowed (but not promote) access across the opposing site for its traffic. Likewise there is an abundance of parking for the Residential (at 4 spaces per unit, this far exceeds what is required by zoning) and it is likely that it will not all be used. The applicant, expects that a cross use agreement may be used once parking and vehicular traffic patterns are established within the site. Contextually, the two uses of Residential and Commercial will be limited by the developer to a fixed pallet of siding and trim colors, brick choices and pitched roofing material so that there is a comprehensive approach and continuity of smaller pieces making up the entire 11.7 Mixed-Use Planned Development appearing to be a bigger project. The Facades of the Residential and Commercial will be substantially brick veneer. As a condition of preliminary plan approval item (j.), the adjacent apartment to the northwest (parcels H4100104000002 and H4100104000012) be granted ingress/egress for continuance of the existing use as an apartment and that this boundary is the only location where the internal circulation encroached into the 25' setback.

- k. A list of the names and mailing addresses of all landowners within 200 feet of the site.** A list of the names and mailing addresses of all landowners within 200 feet of the site is attached to this application.
- l. Such other information regarding the proposed uses, site design, or surrounding area as may be pertinent to the application or required by Planning Commission or Council.** *Section 1145.06 (a) Burden of Proof of the Oxford Zoning Code* States " This Zoning Code assumes that a planned development is appropriate only if an Applicant proves that the proposed uses and design will not be detrimental to the public health, safety or general welfare of the City or the neighborhood in which it is proposed". Further in *Section 1145.06 (b) General Decision Standards of the Oxford Zoning Code* lists 13 general decision standards and an additional 3 standards under *Section 1145.06 (c) Additional Final Plan Decision Standards* enumerate and outline the general decision standards that all planned developments shall satisfy.

The methodologies available to show how well a Planned Development satisfies the general decision standards are many. At this stage of Final Plan Approval and in the instance of this development, the Mixed-Use Development concept and plan has passed the statutory regulations outlined in the City of Oxford Zoning Code through the Preliminary Plan Approval process. Furthermore, the City Planning Staff, City Planning Commission, City Council and the various departments, of Fire, Engineering, and Police have all weighed in on this plan and its impact on the City of Oxford. That process created comments and concerns that were reduced to written form and passed by City Council by way of Ordinance 2958 and the (14) conditions outlined within it.

With the approved Ordinance and its Conditions as a guide, the Applicant also met with City Leaders in several round table discussions to gain insight as to how it could fill in any gaps or inconsistencies between the approved Ordinance 2958 and what they might want to see during the Final a Plan Approval process. The primary tenet was timing of the Commercial/Retail portion of the development. Although the subject of timing was not a listed condition of the Preliminary Plan Approval or the Ordinance nor was its discussion contained in any previous Staff Reports, Public Meeting notes or Minutes, The Applicant felt compelled to address the desire of the City's Leaders. This request delayed the start but the outcome it caused will serve all parties including the Library, The City, the Citizens and the Applicant better. With the addition of the Lane Public Library Oxford Branch to this development the amount and timing of Commercial development issue has been fully addressed and probably has exceeded expectations.

During the pendency of the Preliminary Plan Approval Final Plan Approval, the City of Oxford approved and adopted Comprehensive Plan

on November 4, 2008. An additional over-arching global test of how well this Planned Development satisfies the General Decision standards of 1145.06 (b) would be to look at how well the Mixed-Use Planned Development follows the vision the City has outlined for itself. The "Oxford Tomorrow: Community Update" that brought about this plan served as an expression of the residents stakeholder share in this open and transparent community process. This Mixed-Use Planned Development strikes the essence of the desires of the citizen's input and the conclusions for the Objectives and Goals of the Planning and Economic team that authored the Plan.

The site and attributes introduced in this project fulfill research input from citizen workshops and address final results from the Comprehensive Plan. This project is the only site in the Mile Square District being also a subset of the Locust Street Corridor that is considered a "Weak Place" in Oxford from one of the public workshops. Additionally the opportunity to redevelop a targeted weak infill site having upgraded student housing with better management (also on the list of "Weak Places") in the context of a Mixed-Use Development connecting Residential and Commercial neighborhoods and districts traversed with pedestrian sidewalks along civic/recreational/green open spaces containing public art while supporting commercial redevelopment along the Locust Street Corridor is exactly what the Comprehensive plan suggests.

The design of this project is virtually unchanged since 2007 when "Substantial Conformance" was granted by Planning Commission. Its creation preceded the Oxford Comprehensive Plan but an evaluation analyzing its vital statistics would make it appear as if it was designed based on the recommendations contained in it. Now that the Comprehensive Plan is in place it is easy to cross check and enumerate its compliance (the compliance is so extensive that it's beyond the scope of this document). This project fulfills the Objectives and Goals of the major discussion points of all applicable Chapters of the Comprehensive Plan including, Executive Summary, Land Use, Urban Design, Housing University and Campus.

The attached Addendum contains the conceptual write up that was delivered to Planning Staff in the Application for the October 14, 2008 Planning Commission that granted "Substantial Conformance" (a "General Decision" 1145.06(c.)(1.) condition of Final Plan Approval). Some plan nuances have changed but the Site Plan and Salient Statistics are almost identical and all (14) conditions of the Preliminary Plan are completely addressed.

The following Addendum contains in bold, all-cap italicized words the minor modifications.

Addendum

****EXERPT BELOW FROM OCTOBER 14, 2008 PLANNING COMMISSION SUBMISSION NOW BEING USED FOR FINAL PLAN SUBMISSION MARCH 29, 2013. MODIFICATIONS FOR FINAL PLAN APPROVAL ARE BOLD, ALL-CAP AND ITALISIZED***

FORMAL Review for **FINAL PLAN APPROVAL** Conformance and Substantial Compliance

FOR Final Plan Submission

City Ordinance 2985 Preliminary Plan Approval

Former Wal-Mart site

CONCEPT OVERVIEW

This **FORMAL** submission is being made at the suggestion of City of Oxford Planning Staff to ensure the Final Development Plan, as submitted herein, substantially conforms the City Ordinance 1145.06C (c) items (1) and (2) (substantial compliance) before proceeding directly to Final Development Plan Approval; and, to receive feedback from Commission on what the Applicant believes are substantial improvements to the physical layout portion of the plan. If Commission feels, as applicant does, that the plan is ready for Final Submission, Applicant will immediately proceed with the formal application for Final Development Plan Approval preparing all the required exhibits and addressing all Ordinance 2985 Conditions in that process.

The attached plan's site criteria (unit count, parking spaces, square footage calculations etc.) as part of the Final Plan Submission are identical to or more compliant with City of Oxford codified ordinances than the Preliminary Plan approved under Ordinance 2985 (please refer to attached analysis). The physical layout of the site plan as part of the Final Plan Submission is substantially similar and improved over the Preliminary Plan.

The most notable improvement of better compliance over the Preliminary Plan is the increase of Open Space as a percentage to overall site area from 19% to 25% (**27%**). The quantity, quality and interrelationship of this Plan's total Open Spaces have been improved. Most notable is the addition and central placement of a larger Residential Open Space Courtyard; second is a newly added Commercial Open Space Courtyard; and third is the pedestrian sidewalk and open space plaza connection linking the larger Open Spaces together. An important item not addressed in the previous plan pertained to the Staff recommendation (item (e) of the Ordinance 2985) of better integration of alternative modes of transportation to the Locust Street Sub-area.

The plan, as revised, places greater emphasis and integration of Public Open Spaces for the Residential and Commercial areas of the site promoting foot traffic for outdoor gathering, eating and shopping areas. The central park-like open-space of the Residential portion of the site exceeding 1 acre creates a campus like atmosphere akin to Miami University's Quadrangles. The applicant expects the size, shape and orientation of this 45,000 square foot area (approximately 130' x 350') to promote recreation and outdoor activities commonly seen in "Quad" spaces like this on University campuses.

An important improvement to the plan adds public open space to the Commercial portion of the site while pushing the Commercial buildings closer to Locust Street. The characteristics of the space are intended to create an outdoor pedestrian mall type atmosphere similar to the modern day outdoor malls like Market Street in New Albany, Ohio and Easton in Columbus, Ohio. **MARKET STREET IN NEW ALBANY, OHIO ALSO CONTAINS A PUBLIC LIBRARY THAT SERVES AS A CIVIC/CULTURAL USE ANCHOR FOR THE CENTER.** The new Retail and Restaurant space of the Commercial section should promote an inviting atmosphere of dining, shopping and social gathering. The plan, as submitted, integrates outdoor dining options for restaurant operators and still provides larger box spaces for Retail operators. **WITH THE ADDITION OF THE LANE PUBLIC LIBRARY, OXFORD BRANCH TO THE CENTRAL PART OF THE SITE PLAN THE CIVIC/CULTURAL ASPECTS OF OPEN SPACE ARE ENHANCED AND MORE IN KEEPING WITH THE COMPREHENSIVE PLAN.**

Open Space areas for the Residential and Commercial portions of the site are linked together by an Open Space plaza designed to promote interaction of the two uses and most importantly create a pedestrian linkage from Spring Street to Locust Street through means of a walking and bike path. A "Pedestrian Spine" has been created as a Final Plan addition and is central to addressing Staff's recommendation (condition (e) of the Ordinance) of introducing "alternate modes of transportation to better integrate the Locust Street Sub-area with adjacent neighborhoods per the Comprehensive Plan" as a connection between Spring and Locust streets. **AN ADDITIONAL FOOT/BIKE PATH HAS BEEN ADDED TO CONNECT SOUTH COLLEGE STREET TO LOCUST STREET.** Stepping along the walkways located in the Central Area of the Residential a pedestrian would experience, park benches, bike racks, and a central plaza with an "Iconic" small tower or public art plaza as a total project identifier for both the Residential and Commercial uses. Student Residents, shoppers and diners will enjoy this experience as part of a living, shopping or eating-out experience; passers-by will be able to enjoy the public Open Spaces passing through in route to campus going one direction while neighborhood residents will enjoy it in route to shopping or dining in the other direction.

Applicant believes not only that the statistical portion of the Final Plan as informally submitted herein for **FORMAL** approval as a precursor to Final Plan Approval is substantial similar to and in conformance with the Preliminary Plan but also the site plan portion of the Final Plan has been substantially improved. **THIS PLAN ALSO HIGHLIGHTS THE IMPORTANT THEMES, OBJECTIVES AND GOALS IN ALL THE APPLICABLE CHAPTERS OF OXFORD'S COMPREHENSIVE PLAN**

COMPLAINT WITH ORDINANCE 2985

Ordinance 2985 was approved with certain Conditions ((a) through (n); 14 in all) as enumerated in the Ordinance.

This Final Development plan as submitted **FORMALLY** by this application or by the entirety of the "formal" Final Development Plan Submission to **BEING FILED HEREBY ADDRESSES AND SATISFIES** all of the conditions required by Ordinance 2985. However, most of the Conditions contained in the Ordinance are specifically shown or addressed in the new Final Plan layout attached to this application. **ALL ITEMS ARE** specifically addressed by this submission **HAVING REQUIRED** a more extensive engineering, architectural or planning study and are enumerated and discussed as follows **OR ON THE ATTACHED PLANS:**

1. (a) Open Space has been increased from 19% to 25% (**27% - 3.16 ACRES**).
2. (b) Dumpster Locations are shown for Commercial. Locations need to be added for Residential and screening need defined. **LOCATIONS HAVE BEEN ADDED AND EITHER VEGETATION OR NATURAL SIDING SCREENING WILL BE USED.**
3. (c) The Final Development Plan **PROVIDES** a detailed landscape plan for the entire property detailing location, species, type, quantity and caliper.
4. (d) Landscape mounding has been added between site and residential properties. 7 trees are shown on Locust Street and 3 trees are shown on Spring Street. **THE EXISTING WOOD FENCE ON THE SUBJECT PROPERTY WILL BE MAINTAINED AS A VEHICULAR SCREEN.**
5. (e) Alternative modes of transportation have been shown on the plan and the pedestrian linkage between Spring Street and the Locust Sub-area **AND SOUTH COLLEGE STREET AND THE LOCUST STREET SUB-AREA** are this plans central theme revision to the Preliminary Plan.
6. (f) Loading Spaces are shown on plan.
7. (g) Two 18 bike bike-racks are shown in Residential Courtyard Open Space. Park benches (**LOCATIONS ADDED TO SITE PLAN**), public art and a small "tower" to identify the mixed use property are also shown on the plan. **BIKE RACKS HAVE BEEN ADDED TO THE COMMERCIAL PORTION OF THE PLAN.**
8. (h) Raised landscape and curbed islands have been added and are shown on the plan. Any areas not addressed to staff or commission's satisfaction will be added to formal submission. **ADDING ISLANDS PER 1149.05 (E) (4) B & F WILL REDUCE THE 4 CAR PER UNIT DESIGN. APPLICANT IS REQUESTING THAT THIS DESIGN ELEMENT BE GRANTED.**
9. (i) A total of 80 trees are shown on plan.
10. (j) Recorded easements for ingress/egress rights to neighboring parcels H4100104000002 and H41001040000012 (neighboring apartment complex at NW corner) will be recorded **BEFORE BUILDING PERMITS ARE ISSUED** and noted on Final Plan submission.
11. (k) A plan detailing all site signage, sign lighting, height, size, **IS** part of **THIS** Final Development Plan.
12. (l) All (12) parcels inside the boundary of the site will be consolidated and recorded to (2) parcels **BEFORE BUILDING PERMITS ARE GRANTED** (this will be a requirement for lenders financing the property); one for the Residential acreage and one for the Commercial acreage. Cross use ingress/egress easements will apply.
13. (m) Sidewalk and crosswalk connections will be provided at Spring Street and Locust Street entrances. Traffic lighting will be brought to current codes. **A PEDESTRIAN/BIKE PATH HAS BEEN ADDED TO CONNECT SOUTH COLLEGE STREET TO LOCUST STREET VIA. INTERNAL PEDESTRIAN THROUGHFARES AND OPENSACES.**
14. (n) A curved barrier regulating Right-in-Right-out traffic on Spring Street is shown on the plan. This will be designed to satisfy current codes on the Final Development Plan.

FINAL PLAN DEVELOPMENT SUBMISSION

If Commission, Staff **AND COUNCIL HAVE DECIDED THAT** revised and improved Final Development Plan, as submitted herein, is in conformance with and substantial similar to the Preliminary Plan under Ordinance 2985. Applicant **IS HEREBY PROCEEDING** immediately to Final Plan Submission.

BISHOPS SQUARE PHASE II

BEING A REPLAT OF LOTS 3812-3813 BISHOPS SQUARE

O.R. 8636 PG 268
SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO
NOVEMBER 2014

OWNER: EIR INVESTMENTS, LLC

BY: _____

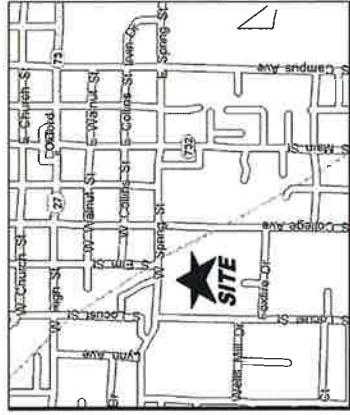
ACKNOWLEDGMENT

STATE OF OHIO
BUTLER COUNTY
BE IT REMEMBERED THAT ON THIS _____ DAY OF
2015, BEFORE ME, A NOTARY PUBLIC IN
AND FOR SAID STATE, PERSONALLY CAME
OF EIR INVESTMENTS, LLC, AND THERE DID ACKNOWLEDGE THE
SIGNING OF THE FOREGOING INSTRUMENT, AND THE SAME IS HIS FREE
ACT AND DEED FOR THE USES AND PURPOSE THEREIN MENTIONED, AND
THAT OF EIR INVESTMENTS, LLC.

IN TESTIMONY WHEREOF, I HAVE HEREIN SET MY HAND AND
AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR AFORESAID.

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES _____



VICINITY MAP
N.T.S.



ALL STREETS IN SAID SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS ON FILE IN
THE OFFICE OF THE CITY OF OXFORD ENGINEER, WITH STREET NAME SIGNS ERECTED AND DRAINAGE
STRUCTURES CONSTRUCTED AS PER APPROVED PLANS. ALL STREETS SHALL BE CONSTRUCTED WITHIN ONE
YEAR FROM THE DATE THE PLAT IS APPROVED BY THE CITY OF OXFORD.

IT IS UNDERSTOOD THAT THE CITY OF OXFORD WILL NOT BE ABLE TO ISSUE ANY CONNECTION PERMITS OR
BUILDING PERMITS UNTIL THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA) HAS APPROVED THE PLANS
FOR THE PROPOSED EXTENSIONS OF THE PUBLIC WATER AND SEWER SYSTEMS WITHIN THIS SUBDIVISION.

PRIVATE DRIVEWAYS, PARKING LOTS, BATHING DAMS AND OTHER PAVED AREAS OR STRUCTURES SHOULD NOT
BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PRIVATE ROAD RIGHT-OF-WAY
BEING CONVEYED BY THIS INSTRUMENT. ANY SUCH STRUCTURES OR AREAS SHALL BE CONSIDERED TO BE
HELD RESPONSIBLE FOR THE PROTECTION, REPAIR, MAINTENANCE, REPLACEMENT, AND REPAIRING OF THE
METER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES
AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM
THE FUTURE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF SAID SERVICE LINE AND APPURTENANCES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATERLINE EASEMENTS" ARE
PERMITTED TO CROSS THE PUBLIC RIGHT-OF-WAY AND THE PRIVATE ROAD RIGHT-OF-WAY. THE EASEMENTS
PRELIME AND/OR WATER MAINS AND APPURTENANCES THERE TO NECESSARY TO THE OPERATION THEREON, AND
ARE PERPETUALLY DEDICATED TO THE CITY OF OXFORD.

ALL EASEMENTS SHALL BE KEPT CLEAR OF DECKS, POOLS, PLANTING AND OTHER OBSTRUCTIONS TO THE
OPERATION AND MAINTENANCE OF THE UTILITIES. EASES MAY ENCRONCH NO MORE THAN 18 INCHES INTO ANY
EASEMENT.

ALL BUILDINGS ARE TO BE SERVED BY THE PUBLIC SEWER SYSTEM AND SHALL BE CONSTRUCTED SO AS TO
PROVIDE GRAVITY FLOW TO THE SANITARY SEWER MAIN.

TREES SHALL BE MAINTAINED BY THE LANDOWNER AND MAY NOT BE REMOVED OR ALTERED WITHOUT FIRST
RECEIVING APPROVAL FROM THE CITY OF OXFORD COMMUNITY DEVELOPMENT DEPARTMENT.

DRAINAGE EASEMENTS

THE CITY OF OXFORD DOES NOT ACCEPT ANY PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT. THE CITY
OF OXFORD IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS.
THE EASEMENT ARE OF EACH LOT AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE
OWNERS OF THE LOT. MAINTENANCE OF ALL IMPROVEMENTS WITHIN THE DRAINAGE EASEMENTS SHALL BE THE
RESPONSIBILITY OF THE OWNERS AND/OR THEIR TENANTS AND IN ACCORDANCE WITH THE STANDARDS AND
SPECIFICATIONS OF THE CITY OF OXFORD. NO STRUCTURE MATERIAL SHALL BE PLACED OR PERMITTED TO
REMAIN WITHIN THE EASEMENT WHICH WILL CHANGE THE DIRECTION OF THE WATER FLOW.

THE CITY OF OXFORD ALSO WILL NOT BE RESPONSIBLE FOR ADJUSTING MANHOLES, VALVES, FIRE HYDRANTS,
METER PITS, ETC., AS A RESULT OF GRADE CHANGES. THE GRANTOR SHALL BE RESPONSIBLE FOR THE PROPER
CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND REPAIRING OF THE CITY OF
OXFORD, DUE TO GRADE CHANGES, PAVING, REPAIRING, ETC., INITIATED BY THE GRANTOR.

SANITARY SEWER LATERALS, WHICH SHALL INCLUDE ALL PIPE AND APPURTENANCES FROM THE BUILDING TO THE
PUBLIC SEWER MAIN, AND THE CONNECTION TO THE PUBLIC SEWER MAIN SHALL BE CONSIDERED PRIVATE AND
THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN. THE CONNECTION TO THE SEWER WOULD BE ANY
PIPING THAT EXTENDS OUT FROM THE MAIN BARREL OF THE SEWER MAIN.

APPROVALS

COUNTY AUDITOR
ENTERED FOR TRANSFER THIS _____ DAY OF _____, 2015
BUTLER COUNTY AUDITOR _____

BY: _____
COUNTY RECORDER
FILED FOR RECORD THIS _____ DAY OF _____, 2015,
AT _____, FILE NO. _____, RECORDED
THIS _____ DAY OF _____, 2015, IN
ENVELOPE _____ PAGE _____ FEE \$ _____
BUTLER COUNTY RECORDER _____

APPROVED AND ACCEPTED BY THE CITY OF OXFORD COUNCIL BY ORDINANCE PASSED AT THE

MEETING OF _____, 2015

CHAIR OF PLANNING COMMISSION _____ MAYOR _____

COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

SERVICE DIRECTOR/CITY ENGINEER _____ DATE _____

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF
THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE
UNDER MY DIRECTION FOR SUBDIVISION NAME MONUMENTS HAVE BEEN SET AND
THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT AND THAT THE
CITY OF OXFORD SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH TO THE
BEST OF MY KNOWLEDGE.

RANDY C. WOLFE, P.E.
OHIO PROFESSIONAL SURVEYOR NO. 8033

DATE _____

RECORD PLAT

SHEET NAME:

SCALE

DATE

PROJECT NO. 120550VIRP001

BISHOPS SQUARE
PHASE II

BEING A REPLAT OF LOTS 3812-3813
BISHOPS SQUARE
SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

NO. DATE DESCRIPTION
1 11-24-14 PLAT



SEAL

1 OF 4

SHEET NO.



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE



NO.	DATE	DESCRIPTION
1	11-21-14	PLAT

**BISHOPS SQUARE
PHASE II**

BEING A REPLAT OF LOTS 3812-3813
BISHOPS SQUARE
SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

PROJECT NO.	120550VRP001
DATE	4-24-11

SCALE: 4"=100'

1"=100'

1

SHEET NAME

RECORD PLAT

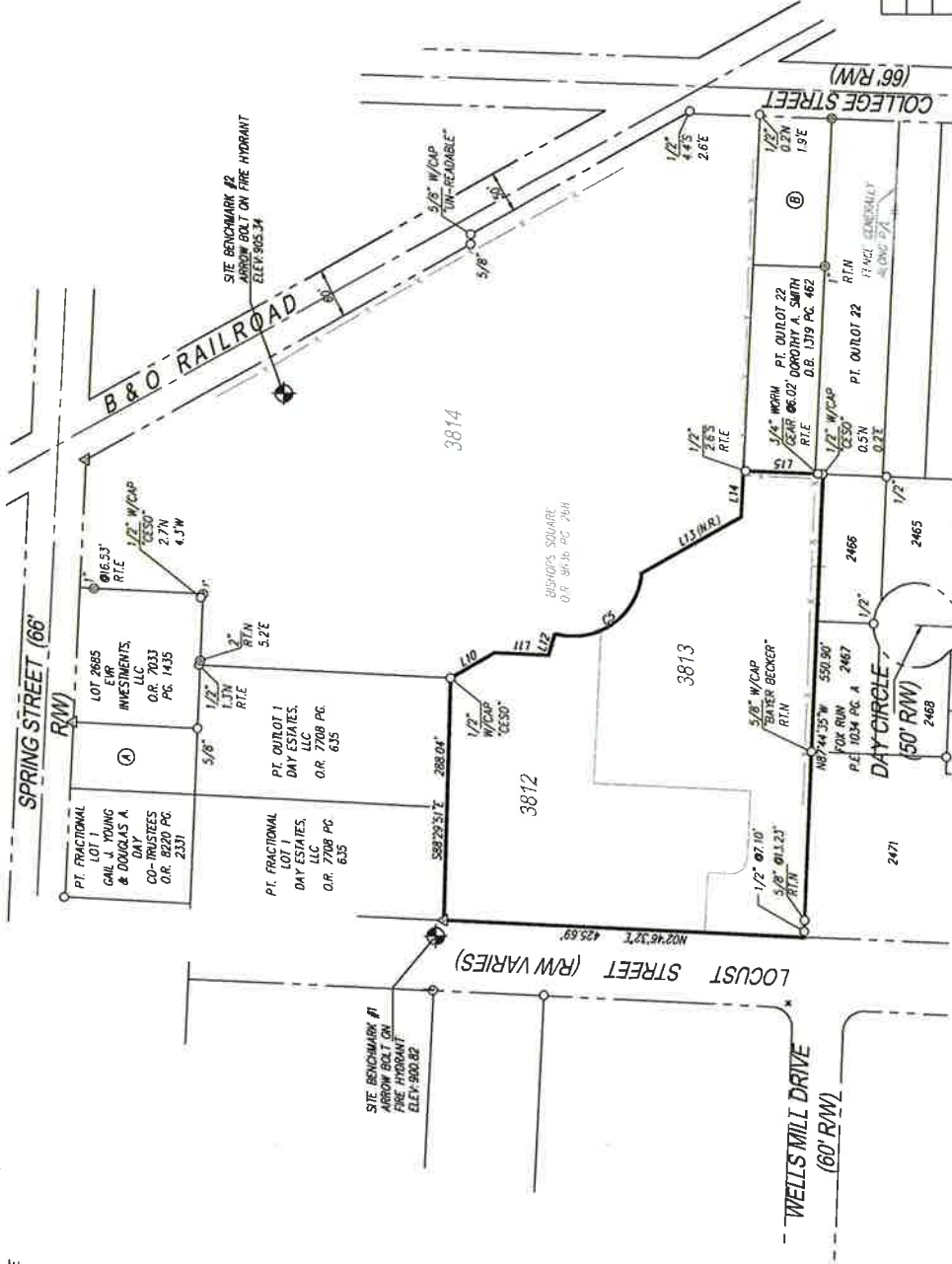
SHEET NO.

2 OF 4

PARCEL	LOT	OWNER	BOOK/PAGE
A	2726	ENR INVESTMENTS, LLC	O.R. 7033, PG. 1435
B	PT. OUTLOT 22	MELINDA L. ARMINO CHRISTOPHER A. SZELOME	O.R. 8119, PG. 1226

LEGEND

- 1/2" IRON PIN FOUND
(UNLESS OTHERWISE NOTED)
- PIPE FOUND
- CONCRETE MONUMENT FOUND
- △ MAG NAIL FOUND
(UNLESS OTHERWISE NOTED)
- ✕ CROSS-NOTCH FOUND
(UNLESS OTHERWISE NOTED)
- x — FENCE LINE



LINE TABLE		
LINE	BEARING	DISTANCE
L10	S29°47'13"E	50.99
L11	S02°46'32"W	63.86
L12	S71°00'05" (NP)	26.64
L13	S29°32'11"E	134.60
L14	S87°24'20"E	54.69
L15	S02°15'25"W	94.28

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	DIRECTION
C5	81.00	143.18	101°16'45"	S35°48'32"E
				125.25

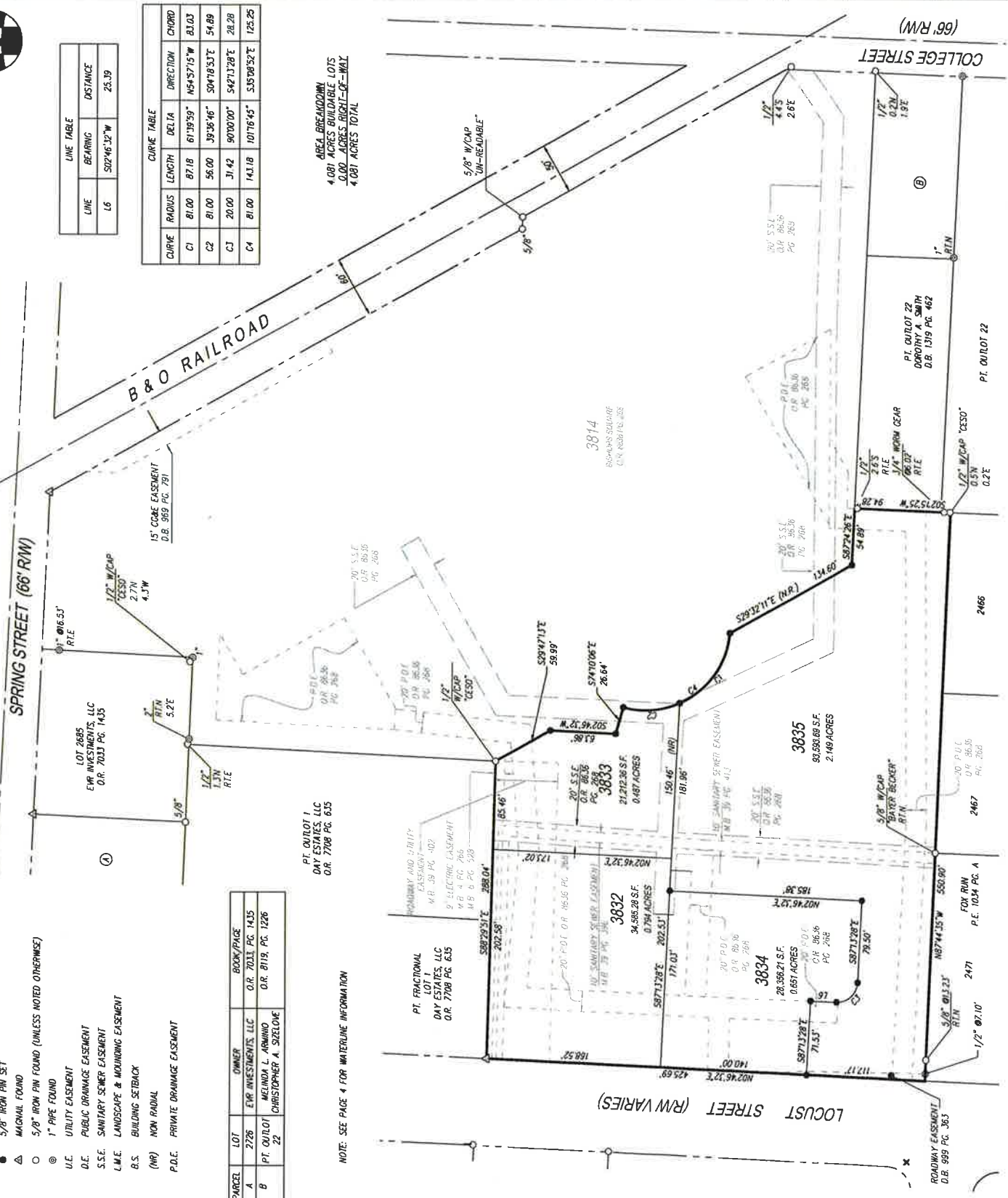
1. ALL MONUMENTS FOUND IN GOOD CONDITION.
2. SOURCE DOCUMENTS ARE AS NOTED.
3. EVIDENCE OF OCCUPATION IS AS SHOWN.
4. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM (TSP90) - SOUTH ZONE. THE PROJECT COORDINATES ARE 1,000,000.000 EASTING AND 1,000,000.000 NORTHING. A PROJECT ALLOCATION FACTOR OF 1.00000984180, APPLIED AT A BASE POINT OF N-556,424.96 E-1,333,949.18, GRID AND GROUND COORDINATES ARE IDENTICAL AT THE BASE POINT.
5. VERTICAL DATUM IS IDENTICAL ON THE OHIO DEPARTMENT OF TRANSPORTATION'S VERTICAL REFERENCE STATIONING SYSTEM (NAD 83). BENCHMARKS ARE AS SHOWN.



- LEGEND**
- 5/8" IRON PIN SET
 - △ MAGNOL FOUND
 - 5/8" IRON PIN FOUND (UNLESS NOTED OTHERWISE)
 - ⊙ 1" PIPE FOUND
 - U.E. UTILITY EASEMENT
 - D.E. PUBLIC DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - L.M.E. LANDSCAPE & MOUNDING EASEMENT
 - B.S. BUILDING SETBACK
 - (NY) NON RADIAL
 - P.O.E. PRIVATE DRAINAGE EASEMENT

PARCEL	LOT	OWNER	BOOK/PAGE
A	2728	EMV INVESTMENTS, LLC	O.R. 7033 PG. 1435
B	PT. OUTLOT 22	MELINDA L. ARNOLD CHRISTOPHER A. SZELOVE	O.R. 8119, PG. 1226

NOTE: SEE PAGE 4 FOR WATERLINE INFORMATION



LINE TABLE		
LINE	BEARING	DISTANCE
L6	S02°46'32"W	25.39

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	81.00	87.18	N54°57'15"W	83.03
C2	81.00	56.00	S9°36'46"	54.89
C3	20.00	31.42	S04°18'53"E	28.28
C4	81.00	143.18	S04°11'28"E	125.25

AREA BREAKDOWN
4.081 ACRES BUILDABLE LOTS
0.00 ACRES RIGHT-OF-WAY
4.081 ACRES TOTAL



THE KLEINGERS GROUP

CIVIL ENGINEERING
SURVEYING
LANDSCAPE ARCHITECTURE

www.kleingers.com
1000 Centre Park Dr.
Cincinnati, OH 45209
513.775.7851

SEAL



NO. DATE DESCRIPTION
1 11-21-14 PLAT

BISHOPS SQUARE PHASE II
BEING A REPLAT OF LOTS 3812-3813
BISHOPS SQUARE
SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

PROJECT NO. 120550VRP001
DATE 11-24-14
SCALE 1"=80'
SHEET NAME

RECORD PLAT
SHEET NO. **3 OF 4**



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE

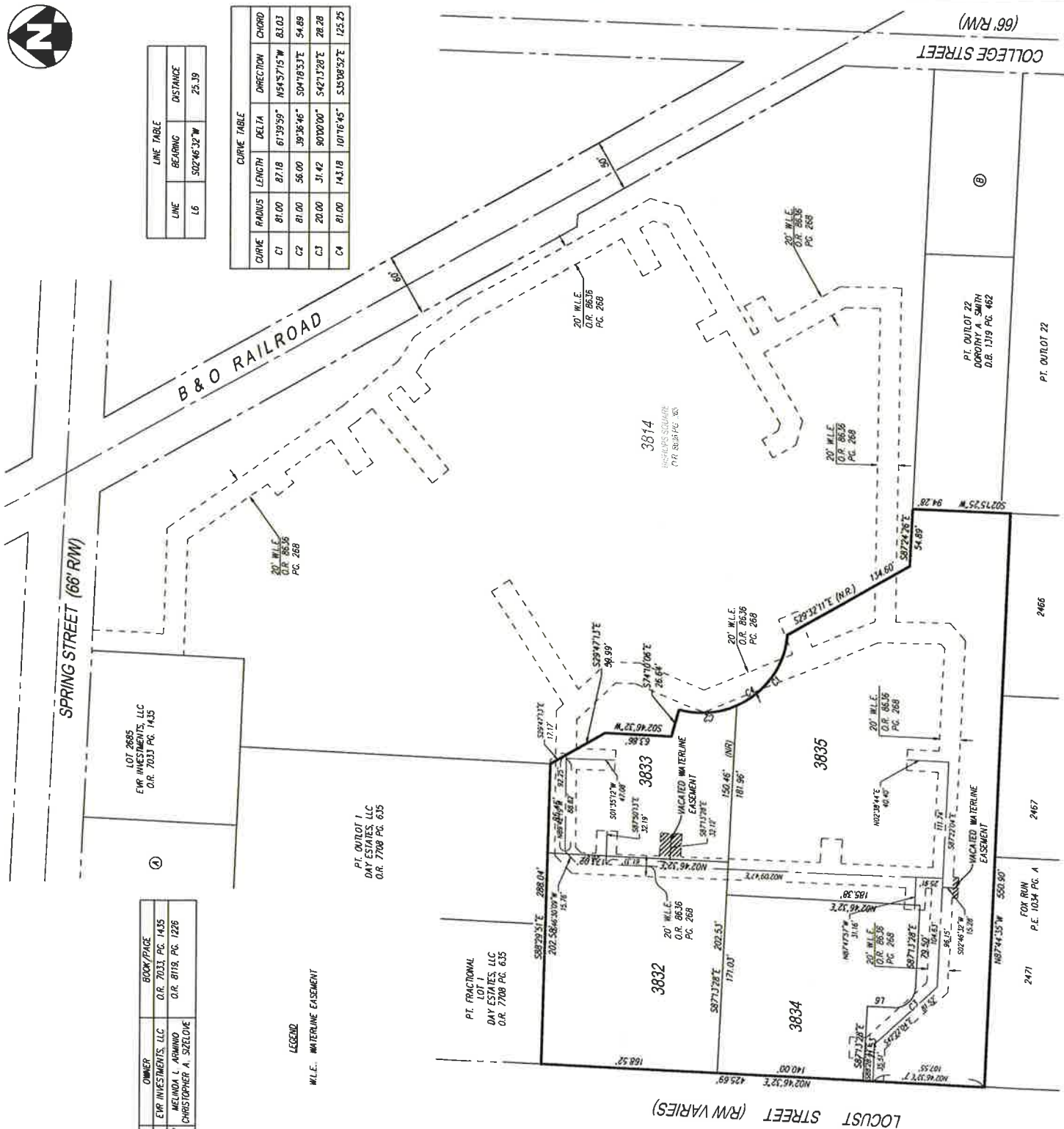
LINE TABLE		
LINE	BEARING	DISTANCE
16	S02°46'32"W	25.39

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	81.00	87.18	61°39'59"	N54°57'15"W	82.03
C2	81.00	56.00	39°36'46"	S04°18'53"E	54.69
C3	20.00	31.42	90°00'00"	S42°15'28"E	28.28
C4	81.00	143.18	101°16'45"	S35°08'52"E	125.25

LEGEND

W.L.E. WATERLINE EASEMENT

PARCEL	LOT	OWNER	BOOK/PAGE
A	2726	EW INVESTMENTS, LLC	O.R. 7033, PG. 1435
B	PT. OUTLOT 22	MELINDA L. ARMINIO CHRISTOPHER A. SIZEMORE	O.R. 8119, PG. 1226



SEAL

NO.	DATE	DESCRIPTION
1	11-21-14	PLAT

**BISHOPS SQUARE
PHASE II**

BEING A REPLAY OF LOTS 3812-3813
BISHOPS SQUARE
SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

PROJECT NO:	120550VRP001
DATE	11-24-14

SCALE: 1"=60'

SHEET NAME:

RECORD PLAT

UNLESS NOTED OTHERWISE

4 OF 4



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

December 19, 2014

Legal Description
Lot 3832

Situated in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio and being all of Lot 3832 of Bishops Square Phase II as recorded in O.R. _____ Pages _____, being part of a re-plat of Lot 3812 of Bishops Square as recorded in O.R. 8636 Page 268.

DEC 31 2014

CITY OF OXFORD



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

December 19, 2014

Legal Description
Lot 3833

Situated in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio and being all of Lot 3833 of Bishops Square Phase II as recorded in O.R. _____ Pages _____, being part of a re-plat of Lot 3812 of Bishops Square as recorded in O.R. 8636 Page 268.

DEC 31 2014



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

December 19, 2014

Legal Description
Lot 3834

Situated in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio and being all of Lot 3834 of Bishops Square Phase II as recorded in O.R. _____ Pages _____, being part of a re-plat of Lot 3812 of Bishops Square as recorded in O.R. 8636 Page 268.

DEC 31 2014

CITY OF OXFORD



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

December 19, 2014

Legal Description
Lot 3835

Situated in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio and being all of Lot 3835 of Bishops Square Phase II as recorded in O.R. _____ Pages _____, being part of a re-plat of Lot 3812 of Bishops Square as recorded in O.R. 8636 Page 268.

DEC 31 2014

CITY OF OXFORD

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY KO 10-3-13 DEPT.
AUDITOR, BUTLER CO., OHIO

Image ID: 000008624760 Type: OFF
Recorded: 10/04/2013 at 02:03:34 PM
Fee Amt: \$164.00 Page 1 of 19
Workflow# 0000193546-0009
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2013-00052328
BK **8636** PG **292**

CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (the "Agreement") is made as of this 3rd day of October, 2013 by and among RE NVC Oxford Commercial, LLC, an Ohio limited liability company ("Oxford Commercial"), and RE NVC Oxford Residential, LLC, an Ohio limited liability company ("Oxford Residential"), Oxford Commercial and Oxford Residential are sometimes referred to herein collectively as the "Parties" and each individually as a "Party").

RECITALS

A. EVR Investments, LLC, an Ohio limited liability company ("EVR"), is the fee owner of certain parcels of real property generally located at the southeast quadrant of the intersection of Spring Street and Locust Street, Oxford, Ohio, which parcels are more fully described in Exhibit A attached hereto and made a part hereof by reference (collectively, the "Property").

B. Pursuant to the terms of a certain Ground Lease Agreement for Commercial Development dated October 3, 2013 by and between EVR and Oxford Commercial (the "Commercial Lease"), EVR leases to Oxford Commercial a portion of the Property as described in Exhibit B attached hereto and made a part hereof by reference (the "Commercial Parcel"). Subject to the terms and conditions set forth therein, the Commercial Lease has an initial term of forty (40) years and may be renewed for four (4) successive periods of twenty (20) lease years each.

C. Pursuant to the terms of a certain Ground Lease Agreement for Residential Development dated October 3, 2013 by and between EVR and Oxford Residential (the "Residential Lease"), EVR leases to Oxford Residential a portion of the Property as described in Exhibit C attached hereto and made a part hereof by reference (the "Residential Parcel"; the Commercial Parcel and the Residential Parcel are sometimes referred to herein collectively as the "Parcels" and individually as a "Parcel"). Subject to the terms and conditions set forth therein, the Residential Lease has an initial term of forty (40) years and may be renewed for four (4) successive periods of twenty (20) lease years each.

D. Pursuant to the terms of a certain Cross-Access, Parking and Utility Easement Agreement ("Easement Agreement") dated October 3, 2013, which is recorded at 2013-52327, Butler County, Ohio Records, EVR has granted certain easements over the Parcels for the benefit of each Parcel and to facilitate the development and operation of the Property. Any capitalized term used in this Agreement and not otherwise defined herein shall have the same meaning attributed to such capitalized term in the Easement Agreement.

E. The Parties desire by this Agreement to provide for the design, construction, operation and maintenance (including, but not limited to, the costs and expenses related thereto) of certain improvements to be constructed in the Easement Area.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parties hereby declare, covenant and agree that the Parcels and all present and future owners, tenants, and occupants of the Parcels (including any portion of a Parcel) shall be and hereby are subject to the following terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, leased, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the Parties, for themselves and their respective successors and assigns, do hereby declare, covenant and agrees as follows:

DECLARATION

I. Construction and Maintenance.

I.1 Construction and Maintenance of Access Facilities on the Commercial Parcel.

(a) Oxford Commercial shall be responsible, at its cost and expense, for completing or causing to be completed the initial construction of the Access Facilities in the Access Easement Area on the Commercial Parcel. Thereafter, subject to Section I.1(b) below, Oxford Commercial shall be obligated, at its own cost and expense, to adequately maintain the Access Facilities located in the Access Easement Area on the Commercial Parcel, in a good, clean and sanitary condition, free from infestation and otherwise in a condition comparable to other "first-class" mixed-use properties located in southwest Ohio. For purposes hereof, "maintenance" shall include (but is not limited to) sweeping, washing and removal of trash, litter and refuse, prompt removal of snow and ice, repair and replacement of lighting as necessary, and periodic repair and replacement of pavement, sub-base, curbing, and catch basins as necessary. Paved areas shall be maintained in a level, smooth and evenly-covered condition without potholes, excessive cracking or ponding, and with the type of surfacing material originally installed or such substitute as shall be comparable in quality, use and durability. Oxford Commercial shall have the right to modify the Access Facilities



constructed in the Access Easement Area on the Commercial Parcel as Oxford Commercial shall see fit, but such modifications shall comply with all provisions hereof and shall not materially or adversely increase the size or location of the Access Easement Area or materially or adversely impact the utility of the Access Easement for the purposes herein granted.

(b) The Parties acknowledge that the area designated as the "Commercial Access Drive" on Exhibit D will be the primary means of vehicular access to and from Locust Street for both the Commercial Parcel and the Residential Parcel. Oxford Commercial shall maintain the Access Facilities located in the Access Easement Area on the Commercial Access Drive in accordance with the standards set forth in Section 1.1(a) above; provided, however, that the costs for pothole repair, seal coating, and repair/replacement of the sub-base, pavement and/or curbing on the Commercial Access Drive shall be paid Thirty-Five Percent (35%) by Oxford Commercial and Sixty-Five Percent (65%) by Oxford Residential. Upon making such repairs, Oxford Commercial shall provide Oxford Residential with a detailed invoice setting forth the expenses incurred by Oxford Commercial in making such repairs and Oxford Residential's 65% share thereof, and Oxford Residential shall reimburse Oxford Commercial for the invoiced amount within thirty (30) days after the date of the invoice. In the event Oxford Residential fails to pay the invoice within such thirty (30) day period, the invoiced amount shall thereafter bear interest at the rate of 12% per annum until paid in full. Notwithstanding the foregoing, the sharing of maintenance costs related to the Commercial Access Drive as set forth in this Section 1.1(b) shall not apply to, and Oxford Commercial shall be solely responsible for, costs related to day-to-day maintenance such as trash and debris removal, snow and ice removal, and minor repairs. If at anytime Oxford Commercial assigns or transfers its leasehold interest in a portion of the Commercial Parcel to a third party, then the shared costs for the Commercial Access Road allocable to the Commercial Parcel shall be paid by Oxford Commercial and such third party on a pro-rata basis with each party's percentage share being equal to the acreage of such party's sub-parcel divided by the total acreage within the Commercial Parcel.

1.2 Construction and Maintenance of Access Facilities, Parking Facilities, and Outdoor Amenities on the Residential Parcel.

(a) Oxford Residential shall be responsible, at its cost and expense, for completing or causing to be completed the initial construction of the Access Facilities in the Access Easement Area on the Residential Parcel and the Parking Facilities and Outdoor Amenities in the Parking and Outdoor Amenities Easement Area on the Residential Parcel. Thereafter, subject to Sections 1.2(b) and 1.2(c) below, Oxford Residential shall be obligated, at its own cost and expense, to adequately maintain the Access Facilities in the Access Easement Area on the Residential Parcel and the Parking Facilities and Outdoor Amenities in the



Parking and Outdoor Amenities Easement Area on the Residential Parcel, in a good, clean and sanitary condition, free from infestation and otherwise in a condition comparable to other "first-class" mixed-use properties located in southwest Ohio. For purposes hereof, "maintenance" shall include (but is not limited to) sweeping, washing and removal of trash, litter and refuse, prompt removal of snow and ice, repair and replacement of lighting as necessary, grass cutting and landscaping care, and periodic repair and replacement of sidewalks, pavement, sub-base, curbing, and catch basins as necessary. Paved areas shall be maintained in a level, smooth and evenly-covered condition without potholes, excessive cracking or ponding, and with the type of surfacing material originally installed or such substitute as shall be comparable in quality, use and durability. Oxford Residential shall have the right to modify the Access Facilities constructed in the Access Easement Area on the Residential Parcel as Oxford Residential shall see fit, but such modifications shall comply with all provisions hereof and shall not materially or adversely increase the size or location of the Access Easement Area or materially or adversely impact the utility of the Access Easement for the purposes herein granted.

(b) The Parties acknowledge that the area designated as the "Residential Access Drive" on Exhibit D will be the primary means of vehicular access to and from Spring Street for both the Commercial Parcel and the Residential Parcel. Oxford Residential shall maintain the Access Facilities located on the Residential Access Drive in accordance with the standards set forth in Section 1.2(a) above; provided, however, that the costs for pothole repair, seal coating, and repair/replacement of the sub-base, pavement and/or curbing on the Residential Access Drive shall be paid Thirty-Five Percent (35%) by Oxford Commercial and Sixty-Five Percent (65%) by Oxford Residential. Upon making such repairs, Oxford Residential shall provide Oxford Commercial with a detailed invoice setting forth the expenses incurred by Oxford Residential in making such repairs and Oxford Commercial's 35% share thereof, and Oxford Commercial shall reimburse Oxford Residential for the invoiced amount within thirty (30) days after the date of the invoice. In the event Oxford Commercial fails to pay the invoice within such thirty (30) day period, the invoiced amount shall thereafter bear interest at the rate of 12% per annum until paid in full. Notwithstanding the foregoing, the sharing of maintenance costs related to the Residential Access Drive as set forth in this Section 1.2(b) shall not apply to, and Oxford Residential shall be solely responsible for, costs related to day-to-day maintenance such as trash and debris removal, snow and ice removal, and minor repairs. If at anytime Oxford Commercial assigns or transfers its leasehold interest in a portion of the Commercial Parcel to a third party, then the shared costs for the Residential Access Drive allocable to the Commercial Parcel shall be paid by Oxford Commercial and such third party on a pro-rata basis with each party's percentage share being equal to the acreage of such party's sub-parcel divided by the total acreage within the Commercial Parcel.



(c) The Parties further acknowledge that, due to the communal nature of the Parking Facilities and Outdoor Amenities located in the Parking and Outdoor Amenities Easement Area, such facilities and amenities will be jointly used and enjoyed by the Permitted Users of both Parcels. Accordingly, the Parties agree that Oxford Residential shall maintain the Parking Facilities and Outdoor Amenities located within the Parking and Outdoor Amenities Easement Area in accordance with the standards set forth in Section 1.2(a) above; provided, however, that all costs for such maintenance (the "Shared Maintenance Costs") shall be paid Thirty-Five Percent (35%) by Oxford Commercial and Sixty-Five Percent (65%) by Oxford Residential. Oxford Commercial shall pay its 35% share of Shared Maintenance Costs in monthly installments in such amounts as are reasonably estimated and billed by Oxford Residential on a calendar year basis. During each calendar year, Oxford Residential may re-estimate Oxford Commercial's share of Shared Maintenance Costs and thereafter adjust Oxford Commercial's monthly installment amount to more accurately reflect Oxford Commercial's share for the calendar year. Within ninety (90) days after the end of each calendar year, Oxford Residential shall deliver to Oxford Commercial a statement of the actual Shared Maintenance Costs for such calendar year and the monthly installments paid by Oxford Commercial during such year shall be reconciled between Oxford Residential and Oxford Commercial to account for any deficiency or overpayment by Oxford Commercial of its 35% share of Shared Maintenance Costs, and Oxford Commercial shall pay Oxford Residential or Oxford Residential shall credit Oxford Commercial's account, as the case may be, within fifteen (15) days of receipt of such statement, such amounts as may be necessary to effect such adjustment. If at anytime Oxford Commercial assigns or transfers its leasehold interest in a portion of the Commercial Parcel to a third party, then the Shared Maintenance Costs allocable to the Commercial Parcel shall be paid by Oxford Commercial and such third party on a pro-rata basis with each party's percentage share being equal to the acreage of such party's sub-parcel divided by the total acreage within the Commercial Parcel.

1.3 Construction and Maintenance of Utilities. Oxford Commercial, at its sole cost and expense, may construct, operate and maintain such Utilities on the Residential Parcel as shall be reasonable and necessary for the operation of the improvements to be constructed on the Commercial Parcel. Oxford Residential, at its sole cost and expense, may construct, operate and maintain such Utilities located on the Commercial Parcel as shall be reasonable and necessary for the operation of the improvements to be constructed on the Residential Parcel. Notwithstanding the foregoing: (a) the rights granted with respect to such Utilities shall at all times be exercised in such a manner as not to interfere materially or adversely with the normal operation of a Parcel and the businesses conducted thereon, (b) the exact location of any Utilities shall be subject to the approval of the Owner(s) and Permitted User(s) of the burdened Parcel or portion thereof upon which the Utilities will be constructed, and (c) except in an emergency, the right of an



Owner and Permitted User to enter upon another Parcel for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner and Permitted User as to the time and manner of entry. Prior to an Owner or Permitted User commencing construction of any Utilities on the other Parcel, the constructing party shall prepare and submit detailed plans and specifications for the Utilities to the non-constructing Owner and its Permitted User (the "Non-Constructing Parties") for such Non-Constructing Parties' review and consent, which consent shall not be unreasonably withheld, conditioned or delayed. Each Non-Constructing Party shall have fifteen (15) business days from receipt of the plans and specifications in which to provide its consent or rejection. Failure of a Non-Constructing Party to respond within fifteen (15) business days shall be deemed the consent of such Non-Constructing Party. In the event of rejection, the rejecting Non-Constructing Party shall provide detailed reasons in writing for its rejection and the parties shall thereafter work diligently and in good faith to resolve the Non-Constructing Party's objections until the plans and specifications are mutually acceptable.

1.4 Access Openings. The openings and access points contemplated between the Parcels and all abutting access drives, streets or rights of way shall in no event be blocked, closed, altered, changed or removed, except as shall be necessary to perform repairs or replacements thereto, and shall at all times remain in place generally as shown on **Exhibit D**. All maintenance and repair work shall be scheduled and completed in such a way as to minimize interruption of ingress and egress between the Parcels and the abutting access drives, streets and rights of way. There shall be maintained between such access openings a smooth and level grade transition to allow the use of the paved driveways, roadways and walkways for pedestrian and vehicular ingress and egress.

1.5 Completion Date. The initial improvements described in this Section I shall be completed on or before July 31, 2015. All such construction work shall be completed in a lien free, good and workmanlike manner and in accordance with applicable laws, rules and regulations.

2. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Property. No easements, except those expressly set forth in the Easement Agreement hereof, shall be implied by this Agreement.
3. **Termination.** In the event of the termination of the Commercial Lease for any reason whatsoever, Oxford Residential shall be solely responsible for all costs and obligations of either Oxford Residential or Oxford Commercial provided for in Section I of this Agreement for the initial construction of any Access Facilities, Outdoor Amenities or Parking Facilities. In the event of the termination of the Residential Lease for any reason whatsoever, Oxford Commercial shall be solely responsible for all costs and obligations of either Oxford Residential or Oxford Commercial provided for in Section I of this Agreement for the initial construction of any Access Facilities, Outdoor Amenities or



Parking Facilities. No costs or obligations related to the design, construction, operation or maintenance of the Access Facilities, Outdoor Amenities or Parking Facilities shall be the responsibility of any Owner of the Parcels or any part of them except in accordance with the Joinder to this Agreement attached hereto. In the event of the termination of both the Commercial Lease and the Residential Lease, this Agreement shall automatically terminate.

4. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Butler County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is terminated in accordance with Section 3 of this Agreement or is modified, amended, canceled or terminated in accordance with Section 5.2 hereof.
5. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a Party (the "Defaulting Party") to cure a breach of this Agreement within thirty (30) days following written notice thereof by another Party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the other Party (the "Curing Party") shall have the right, but not the obligation, to perform such obligation contained in this Agreement on behalf of such Defaulting Party and be reimbursed by such Defaulting Party upon demand for the reasonable costs thereof, together with interest at the prime rate of interest published from time to time in The Wall Street Journal plus two percent (2%) (the "Default Rate of Interest"). Notwithstanding the foregoing, in the event of (a) an emergency or (b) blockage or material impairment of the easement rights herein created to the extent that the same materially and adversely affects the conduct of business by any Curing Party, a Curing Party may immediately cure the same and be reimbursed by the Defaulting Party upon demand for the reasonable cost thereof, together with interest at the Default Rate of Interest. Any Party exercising such right of self-help shall provide to the Defaulting Party an invoice setting forth in detail the amounts so expended in the exercise of such self-help rights and the Defaulting Party shall pay such invoice within thirty (30) days of receipt.
6. Miscellaneous.
 - 6.1 Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
 - 6.2 Amendment. The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all the Parties hereto (or their respective successor or assigns), evidenced by a document that has been fully

executed and acknowledged by all such Parties and recorded in the official records of the Butler County, Ohio Recorder's Office.

6.3 Binding Covenants; No Merger. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall bind every person having any interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. Notwithstanding the fact that at the time of execution and recording of this Agreement or at anytime thereafter any party owns the Property or any portion thereof, except as set forth herein, the covenants, conditions, restrictions and obligations set forth herein shall remain in full force and effect and shall not merge with the interest of such party in the Property.

6.4 Grantee's Acceptance. The grantee, tenant or subtenant of the Property, or any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract or lease agreement for the purchase or lease thereof, whether from or with an original Party or from or with a subsequent owner or tenant, shall accept such deed, contract, lease or sublease agreement upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee, tenant, or subtenant shall, for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee, tenant or subtenant.

6.5 Severability. Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Property by the same person or entity shall not, in and of itself, terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement, unless such person or entity expressly evidences its intent to terminate the same by a written termination thereof placed of record with the Butler County, Ohio Recorder's Office, in which event, the covenants, conditions, restrictions and easements set forth herein shall nevertheless remain in force and effect with respect to, and for the benefit of, any Permitted User of any portion of the Property, until such time as the rights of all such Permitted Users shall have terminated.

6.6 Time of Essence. Time is of the essence of this Agreement.

6.7 Notices. Notices or other communication required hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by

national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The address to which the notice shall be sent shall be: (a) with respect to Owners, the addresses of the Owners reflected in the records of the Bulter County Auditor or such other address provided by an Owner by notice in accordance with this Section 5.7, (b) with respect to Permitted Users, the address of each Permitted User's respective Parcel or such other address provided by a Permitted User by notice in accordance with this Section 5.7.

6.8 Governing Law. The laws of the State of Ohio shall govern the interpretation, validity, performance, and enforcement of this Agreement.

Signature Pages Follow



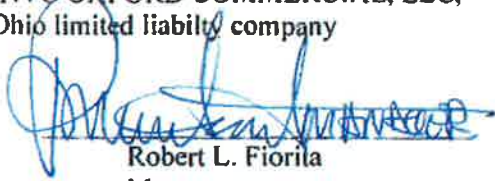
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File# 2013-00052328 Page 9 of 19

BK 8636 PG 300

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

RE NVC OXFORD COMMERCIAL, LLC,
an Ohio limited liability company

By: 

Robert L. Fiorita
Manager

STATE OF FRANKLIN
COUNTY OF OHIO, SS:

The foregoing instrument was acknowledged before me this 2nd day of October, 2013, by Robert L. Fiorita, Manager of RE NVC Oxford Commercial, LLC, an Ohio limited liability company, for and on behalf of the company.


Notary Public
My commission expires: _____

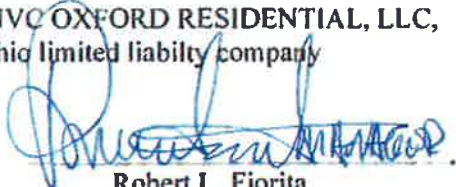


JEFFREY A. AUKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

RE NVC OXFORD RESIDENTIAL, LLC,
an Ohio limited liability company

By:


Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 2nd day of October, 2013, by Robert L. Fiorita, Manager of RE NVC Oxford Residential, LLC, an Ohio limited liability company, for and on behalf of the company.



Image ID: 000008624770 Type: OFF
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BK 8636 PG 302


Notary Public
My commission expires: _____



JEFFREY A. AUKE, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

JOINDER TO CONSTRUCTION AND MAINTENANCE AGREEMENT

This Joinder To Construction and Maintenance Agreement ("Joinder") is made by EVR Investments, LLC, an Ohio limited liability company ("EVR"), Oxford Commercial and Oxford Residential, as of this 15th day of October, 2013.

WHEREAS, EVR owns fee simple title to the Parcels; and

WHEREAS, EVR is executing this Joinder for the sole purposes of: (a) consenting to the provisions of the Construction and Maintenance Agreement ("Agreement"), and (b) evidencing EVR's approval of the Agreement, and (c) to agree to certain specific obligations in connection with the Agreement; and

WHEREAS, any capitalized term not defined in this Joinder shall have the meaning attributed to it in the Agreement.

NOW THEREFORE, the parties to this Joinder agree as follows:

- I. EVR, for itself, its successors and assigns, consents to the execution and delivery of the Agreement and agrees that:
 - a. EVR shall be responsible for the obligations of Oxford Commercial under the Agreement only if and to the extent that:
 - i. The Commercial Lease is terminated, AND
 - ii. EVR is receiving reimbursement from its tenants on the Commercial Parcel for any costs or expenses related to obligations under the Agreement. Any shortfall shall be paid by Oxford Residential.
 - b. EVR shall be responsible for the obligations of Oxford Residential under the Agreement only if:
 - i. The Residential Lease is terminated, AND
 - ii. EVR has leased more than seventy five (75%) percent of the leasable units then existing on the Residential Parcel. Any shortfall shall be paid by Oxford Commercial.
 - c. Notwithstanding the foregoing, in no event shall EVR be responsible for any initial construction obligations (including, but not limited to, the costs and expenses thereof) of either of the Parties under the Agreement.



Image ID: 000008624771 Type: OFF
Page 12 of 19

File# 2013-00052328

BK 8636 PG 303

IN WITNESS WHEREOF, the Parties have executed this Joinder as of the date first written above.



Image ID: 000008624772 Type: OFF

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File# 2013-00052329

BK 8636 PG 304

EVR INVESTMENTS, LLC,
an Ohio limited liability company

By: [Signature]
Name: Daren E. Redpath
Its: managing member

STATE OF Ohio
COUNTY OF Butler, SS:

The foregoing instrument was acknowledged before me this 1st day of October, 2013, by Daren E. Redpath, managing member of EVR Investments, LLC, an Ohio limited liability company, for and on behalf of the company.

[Signature]
Notary Public
My commission expires: _____



JOHN J. REISTER
Attorney at Law
Notary Public, State of Ohio
My Commission has no Exp. date
O.R.C. Section 147.03

IN WITNESS WHEREOF, the Parties have executed this Joinder as of the date first written above.



Image ID: 000008624773 Type: OFF
Page 14 of 19

File# 2013-00052328

BK 8636 PG 305

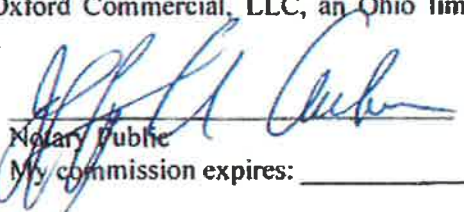
RE NVC OXFORD COMMERCIAL, LLC,
an Ohio limited liability company

By:


Robert L. Fiorita
Manager

STATE OF FRANKLIN
COUNTY OF OHIO, SS:

The foregoing instrument was acknowledged before me this 21st day of October, 2013, by Robert L. Fiorita, Manager of RE NVC Oxford Commercial, LLC, an Ohio limited liability company, for and on behalf of the company.


Notary Public

My commission expires: _____



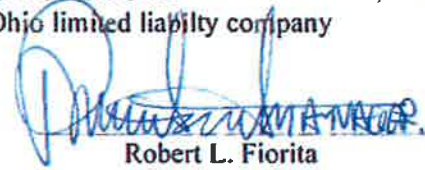
JEFFREY A. AUKE, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

IN WITNESS WHEREOF, the Parties have executed this Joinder as of the date first written above.

Image ID: 000008624774 Type: OFF
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File# 2013-00052328
BK 8636 PG 306

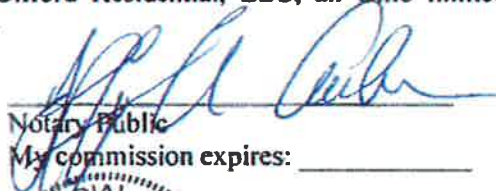
RE NVC OXFORD RESIDENTIAL, LLC,
an Ohio limited liability company

By:


Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 2ND day of October, 2013, by Robert L. Fiorita, Manager of RE NVC Oxford Residential, LLC, an Ohio limited liability company, for and on behalf of the company.


Notary Public

My commission expires: _____



JEFFREY A. AUKE, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by:

Robert S. Ryan, Esq.
Murray Murphy Moul + Basil LLP
1533 Lake Shore Drive
Columbus, Ohio 43204



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BK 8636 PG 307

EXHIBIT A

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 1, Lot 2 and Lot 3 of Bishops Square Subdivision as recorded in O.R. B636, Pages

2566.

NKA lots 3812+3813+3814



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File# 2013-00052328

BK 8636 PG 308

EXHIBIT B

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 1 and Lot 2 of Bishops Square Subdivision as recorded in O.R. 8636, Pages 266.

NKA lcts 3812+3813

Image ID: 000008624777 Type: OFF
Page 18 of 19
File# 2013-00052328
BK 8636 PG 309

EXHIBIT C

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 3 of
Bishops Square Subdivision as recorded in O.R. 8636, Pages 2161.

NKA lot 3814

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY YO 10-3-13 DEPT.
AUDITOR, BUTLER CO., OHIO

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Fee Amt: \$140.00 Page 1 of 16
Workflow# 0000193546-0008
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2013-00052327
BK **8636** PG **276**

CROSS-ACCESS, PARKING AND UTILITY EASEMENT AGREEMENT

THIS CROSS-ACCESS, PARKING AND UTILITY EASEMENT AGREEMENT (the "Agreement") is made as of this 3 day of October, 2013 by and among **RE NVC Oxford Commercial, LLC**, an Ohio limited liability company ("Oxford Commercial"), **RE NVC Oxford Residential, LLC**, an Ohio limited liability company ("Oxford Residential"), and **EVR Investments, LLC**, an Ohio limited liability company ("EVR"; Oxford Commercial, Oxford Residential, and EVR are sometimes referred to herein collectively as the "Parties" and each individually as a "Party").

RECITALS

A. EVR is the fee owner of certain parcels of real property generally located at the southeast quadrant of the intersection of Spring Street and Locust Street, Oxford, Ohio, which parcels are more fully described in **Exhibit A** attached hereto and made a part hereof by reference (collectively, the "Property").

B. Pursuant to the terms of a certain Ground Lease Agreement for Commercial Development dated October 3, 2013 by and between EVR and Oxford Commercial (the "Commercial Lease"), EVR leases to Oxford Commercial a portion of the Property as described in **Exhibit B** attached hereto and made a part hereof by reference (the "Commercial Parcel"). Subject to the terms and conditions set forth therein, the Commercial Lease has an initial term of forty (40) years and may be renewed for four (4) successive periods of twenty (20) lease years each.

C. Pursuant to the terms of a certain Ground Lease Agreement for Residential Development dated October 3, 2013 by and between EVR and Oxford Residential (the "Residential Lease"), EVR leases to Oxford Residential a portion of the Property as described in **Exhibit C** attached hereto and made a part hereof by reference (the "Residential Parcel"; the Commercial Parcel and the Residential Parcel are sometimes referred to herein collectively as the "Parcels" and individually as a "Parcel"). Subject to the terms and conditions set forth therein, the Residential Lease has an initial term of forty (40) years and may be renewed for four (4) successive periods of twenty (20) lease years each.

D. The Parties desire by this Agreement to (1) establish reciprocal access and utility easement rights over the Parcels for the benefit of each Parcel and to facilitate the development and operation of the Property, and (2) establish a parking easement on a portion of the Residential Parcel for the benefit of the Commercial Parcel.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parties hereby declare, covenant and agree that the Parcels and all present and future owners, tenants, and occupants of the Parcels (including any portion of a Parcel) shall be and hereby are subject to the following terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, leased, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the Parties, for themselves and their respective successors and assigns, do hereby declare, covenant and agrees as follows:

DECLARATION

I. Definitions. For purposes hereof:

- (a) The term "Access Easement" shall mean the easements for vehicular and pedestrian access across the Parcels that are created pursuant to Section 2.1 of this Agreement.
- (b) The term "Access Facilities" shall mean those access improvements now or hereafter constructed on the Parcels, including but not limited to, driveways, roadways, walkways, sidewalks, lights and light standards, curbing, paving, entrances, exits and other similar exterior site improvements intended to provide vehicular and pedestrian access to the Parcels, but specifically excluding paved areas intended for vehicular parking. A site plan of the initial Access Facilities is attached hereto as **Exhibit D**.
- (c) The term "Access Easement Area" shall mean those portions of the Parcels on which Access Facilities are constructed as generally illustrated on **Exhibit D**, upon which the Access Easement is imposed, as set forth in Section 2.1. of this Agreement.
- (d) The term "Easement Area" shall mean, collectively, the Access Easement Area and the Parking and Outdoor Amenities Easement Area.
- (e) The term "Outdoor Amenities" shall mean those improvements now or hereafter constructed in the Parking and Outdoor Amenities Easement Area that are intended to promote outdoor activities and communal interaction among the Permitted Users of the Parcels, including but not limited to, communal gathering areas, park benches, picnic tables, grass lawns and landscaping.

(f) The term "Owner" or "Owners" shall mean EVR and any and all successors or assigns of EVR as the owner or owners of fee simple title to all or any portion of the Parcels, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on any such Parcel.

(g) The term "Oxford Commercial" shall mean RE NVC Oxford Commercial, LLC, an Ohio limited liability company, and any and all successors and assigns of RE NVC Oxford Commercial, LLC with respect to its leasehold interest to all or any portion of the Commercial Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on all or any portion of the Commercial Parcel.

(h) The term "Oxford Residential" shall mean RE NVC Oxford Residential, LLC, an Ohio limited liability company, and any and all successors and assigns of RE NVC Oxford Residential, LLC with respect to its leasehold interest to all or any portion of the Residential Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on all or any portion of the Residential Parcel.

(i) The term "Parking and Outdoor Amenities Easement" shall mean the easement for vehicular parking on the Residential Parcel and use of the Outdoor Amenities located on the Residential Parcel that is created pursuant to Section 2.2. of this Agreement.

(j) The term "Parking and Outdoor Amenities Easement Area" shall mean that portion of the Residential Parcel designated as such on **Exhibit D**, upon which the Parking and Outdoor Amenities Easement is imposed, as set forth in Section 2.2 of this Agreement.

(k) The term "Parking Facilities" shall mean those parking lot improvements now or hereafter constructed in the Parking and Outdoor Amenities Easement Area, including but not limited to parking areas, parking spaces, lights and light standards, curbing, paving, landscaping, landscape features, and similar site improvements.

(l) The term "Permitted Users" shall mean the tenant(s) (including Oxford Commercial and Oxford Residential), subtenant(s), or occupant(s) of all or any portion of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) an Owner, and/or (ii) such tenant(s), subtenant(s), or occupant(s).



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BK 8636 PG 278



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File# 2013-00052327

BK **8636** PG **279**

(m) The term "Utilities" shall mean water mains, storm drains, sewers, telephone and electrical conduits or systems, cable, gas mains and other utility facilities, lines and structures.

2. Easements.

2.1 Grant of Reciprocal Access Easements.

(a) Subject to any express conditions, limitations or reservations contained herein, the Parties hereby declare, grant, establish, covenant and agree that the Commercial Parcel and the Owner(s) and Permitted Users of the Commercial Parcel, shall be burdened by a nonexclusive, perpetual easement solely for the benefit of the Residential Parcel and the Owner(s) and Permitted Users of the Residential Parcel, upon, under, over, above and across that portion of the Commercial Parcel upon which Access Facilities are from time to time constructed within the Access Easement Area, as generally depicted on **Exhibit D**, for the passage of motor vehicles and pedestrians to and from the Residential Parcel across the Commercial Parcel, to and from all abutting access drives, streets, rights of way, paths and/or sidewalks furnishing access to such Parcel (the foregoing, together with the easement set forth in Sections 2.1(b) and 2.1(c) below, the "Access Easement"). The Access Easement established pursuant to this Section 2.1(a) shall not include the right of any Owner or Permitted User of the Residential Parcel to park on the Commercial Parcel.

(b) The Parties acknowledge that, as of the execution of this Agreement, the Commercial Parcel contains two (2) lots (each a "Commercial Lot") and that the Commercial Parcel may be further subdivided into more Commercial Lots in the future. Subject to any express conditions, limitations or reservations contained herein, the Parties hereby declare, grant, establish, covenant and agree that the each Commercial Lot (the "Burdened Commercial Lot") and the Owner(s) and Permitted Users of such Burdened Commercial Lot, shall be burdened by a nonexclusive, perpetual easement solely for the benefit of the other Commercial Lot(s) and the Owner(s) and Permitted Users of the other Commercial Lot(s), upon, under, over, above and across that portion of the Burdened Commercial Lot upon which Access Facilities are from time to time constructed within the Access Easement Area, as generally depicted on **Exhibit D**, for the passage of motor vehicles and pedestrians to and from the other Commercial Lot(s) across the Burdened Commercial Lot, to and from all abutting access drives, streets, rights of way, paths and/or sidewalks furnishing access to such Commercial Lot (the foregoing, together with the easement set forth in Section 2.1(a) above and 2.1(c) below, the "Access Easement"). The easement established pursuant to this Section 2.1(b) shall include the right of any Owner or Permitted User of a Commercial Lot to park anywhere on the Commercial Parcel, it being the intent of the Parties that the parking fields located on the Commercial Parcel shall be for



the common use and benefit of the Owner(s) and Permitted Users of the Commercial Parcel.

(c) Subject to any express conditions, limitations or reservations contained herein, the Parties hereby declare, grant, establish, covenant and agree that the Residential Parcel and the Owner(s) and Permitted Users of the Residential Parcel, shall be burdened by a nonexclusive, perpetual easement solely for the benefit of the Commercial Parcel and the Owner(s) and Permitted Users of the Commercial Parcel, upon, under, over, above and across that portion of the Residential Parcel upon which Access Facilities are from time to time constructed within the Access Easement Area, as generally depicted on **Exhibit D**, for the passage of motor vehicles and pedestrians to and from the Commercial Parcel across the Residential Parcel, to and from all abutting access drives, streets, rights of way, paths and/or sidewalks furnishing access to such Parcel (the foregoing together with the easement set forth in Sections 2.1(a) and 2.1(b) above, the "Access Easement"). The Access Easement established pursuant to this Sections 2.1(c) shall not include the right of any Owner or Permitted User of the Commercial Parcel to park on the Residential Parcel except as set forth in Section 2.2 below.

2.2 Grant of Parking and Outdoor Activities Easement on Residential Parcel. Subject to any express conditions, limitations or reservations contained herein, the Parties hereby declare, grant, establish, covenant and agree that the Residential Parcel and the Owner(s) and Permitted Users of the Residential Parcel, shall be burdened by a nonexclusive, perpetual easement solely for the benefit of the Commercial Parcel and the Owner(s) and Permitted Users of the Commercial Parcel, upon, under, over, above and across that portion of the Residential Parcel that is located within the Parking and Outdoor Amenities Easement Area, as depicted on **Exhibit D**, for (a) the parking of motor vehicles on the Parking Facilities in such amounts of parking area and/or parking spaces as the Owner(s) or Permitted Users of the Commercial Parcel may reasonably require, and (b) the use and enjoyment of the Outdoor Amenities located within the Parking and Outdoor Amenities Easement Area (the "Parking and Outdoor Amenities Easement"). Notwithstanding the foregoing, the Parking and Outdoor Amenities Easement shall not be used for loading or unloading, or the parking of trucks, semi-trucks, or other large vehicles of a commercial nature or in violation of applicable laws, rules and regulations (including, but not limited to, those applicable to the number of parking spaces required in such area); it being the intent that the Parking and Outdoor Amenities Easement shall be used by patrons of the Commercial Parcel and residents and invitees of the Residential Parcel for vehicular parking, pedestrian access and communal gathering.

2.3 Grant of Reciprocal Utility Easements. Subject to any express conditions, limitations or reservations contained herein, the Parties hereby declare, grant, establish, covenant and agree that the Parcels and all Owners and Permitted Users of all or any

portion of the Parcels, shall be benefited and burdened by a nonexclusive, perpetual and reciprocal easement under and across the Parcels for the installation, maintenance, repair and replacement of Utilities necessary for the orderly development and operation of the buildings and other improvements located from time to time within the Parcels.

2.4 Reasonable Use of Easements.

(a) The easements herein granted shall be used and enjoyed by each Owner and its Permitted Users in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of the other Owner(s) or Permitted Users at any time conducted on a Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) The intention of the Parties is that this Agreement shall permit the integrated use of the Parcels, and shall allow convenient access from one Parcel to the other, without unduly hindering the uses to which the Parcels may be put and without making the use of either Parcel necessarily dependent upon the availability of parking facilities located on the other.

2.5 Construction and Operation. Notwithstanding the grant of the easements set forth in this Agreement, the Parties agree that the design, construction, operation and maintenance (including, but not limited to, the costs and expenses related thereto) of any improvements in the Easement Area (including, but not limited to, the Access Facilities, Outdoor Amenities and Parking Facilities) and the location, design, construction, operation and maintenance of any Utilities (including, but not limited to, the costs and expenses related thereto) shall be governed by the terms of that certain Construction and Maintenance Agreement (the "Maintenance Agreement") executed by Oxford Commercial and Oxford Residential this date and recorded in the Butler County, Ohio Records on or about the date this Agreement is recorded. The agreements and covenants of Oxford Commercial and Oxford Residential in the Maintenance Agreement are material consideration for the granting of the easements by EVR contained in this Agreement, and without the agreements and covenants of Oxford Commercial and Oxford Residential in the Maintenance Agreement, EVR would not have entered into this Agreement. No Party shall interpret the grant of the easements provided for herein to include any obligation or consent on the part of any Party with respect to the design, construction, operation or maintenance of any such improvements, except as specifically set forth in the Maintenance Agreement.

3. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Property. No easements, except those expressly set forth in Article 2 hereof, shall be implied by this Agreement. Notwithstanding the foregoing, the Butler County Transit Authority may provide a bus stop on the Residential Parcel (within the Parking and Outdoor Amenities Easement Area) for the use and benefit of the Owner(s) and Permitted Users of the Parcels.

4. Remedies and Enforcement.

4.1 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall result in the cancellation or termination of this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of the Property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner or Permitted User whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

4.3 Damages. Each of the Parties shall pay the cost to repair any damage caused to the Property by such Party, its employees, agents, contractors or lessees.

4.4 Mechanic's Liens. If, because of any act or omission of either Oxford Commercial or Oxford Residential or anyone claiming by, through or under Oxford Commercial or Oxford Residential, any mechanic's lien or order or claim for the payment of money ("Claim") is filed against the Easement Area, the Property or any part thereof in connection with work performed by or on behalf of Oxford Commercial or Oxford Residential (whether or not such Claim is valid or enforceable as such), Oxford Commercial or Oxford Residential, as the case may be, at its sole expense, shall cause such Claim to be cancelled and discharged of record within sixty (60) days after the date of filing thereof by payment, bonding or otherwise, as provided by law.

4.5 Insurance. While this Agreement remains in effect, each of Oxford Commercial and Oxford Residential, and their respective successors and assigns shall carry and maintain, at its sole cost, Commercial General Liability Insurance, including coverages for premises/operations, underground explosion, collapse hazard, completed operations, contractual liability and "broad form" property damage in the amounts of One Million and 00/100 (\$1,000,000.00) Dollars per person and per occurrence for incidents of bodily injury, death and/or property damage. The policy for such insurance shall name each other Party as an additional insured.

5. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Butler County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated in accordance with Section 7.2 hereof.



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BK 8636 PG 283

6. Miscellaneous.

6.1 Attorneys' Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.2 Amendment. The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all the Parties hereto (or their respective successor or assigns) and, if applicable, any mortgagee holding a mortgage on a Parcel, evidenced by a document that has been fully executed and acknowledged by all such Parties and mortgagee(s) and recorded in the official records of the Butler County, Ohio Recorder's Office.

6.3 Covenants to Run with Land; No Merger. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. Notwithstanding the fact that at the time of execution and recording of this Agreement or at anytime thereafter any party owns the Property or any portion thereof, the easements, covenants, conditions, restrictions and obligations set forth herein shall remain in full force and effect and shall not merge with the interest of such party in the Property.

6.4 Grantee's Acceptance. The grantee, tenant or subtenant of the Property, or any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract or lease agreement for the purchase or lease thereof, whether from or with an original Party or from or with a subsequent owner or tenant, shall accept such deed, contract, lease or sublease agreement upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee, tenant, or subtenant shall, for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee, tenant or subtenant.

6.5 Severability. Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal

description to be prepared. Ownership of all of the Property by the same person or entity shall not, in and of itself, terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement, unless such person or entity expressly evidences its intent to terminate the same by a written termination thereof placed of record with the Butler County, Ohio Recorder's Office, in which event, the covenants, conditions, restrictions and easements set forth herein shall nevertheless remain in force and effect with respect to, and for the benefit of, any Permitted User of any portion of the Property, until such time as the rights of all such Permitted Users shall have terminated.

6.6 Time of Essence. Time is of the essence of this Agreement.

6.7 Notices. Notices or other communication required hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The address to which the notice shall be sent shall be: (a) with respect to Owners, the addresses of the Owners reflected in the records of the Butler County Auditor or such other address provided by an Owner by notice in accordance with this Section 6.7, (b) with respect to Permitted Users, the address of each Permitted User's respective Parcel or such other address provided by a Permitted User by notice in accordance with this Section 6.7. A copy of any notice to EVR shall include a copy to: Millikin & Fitton Law Firm, 9032 Union Centre Boulevard, Suite 200, West Chester, Ohio 45069, Attn: John J. Reister.

6.8 Governing Law. The laws of the State of Ohio shall govern the interpretation, validity, performance, and enforcement of this Agreement.

6.9 Bankruptcy. In the event of any bankruptcy affecting any Owner, Permitted User or occupant of any Parcel, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

6.10 Consent. To the extent the consent of an Owner and/or Permitted User is required in connection with the operation of any provision of this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed.

6.11 Conflict and Priority. Except with respect to the Commercial Lease and the Residential Lease, any leases or other agreements permitting any party to use the Commercial Parcel or the Residential Parcel shall at all times be subject and subordinate to the terms of this Agreement, such that any conflict between the respective rights and obligations of the Owners or Permitted Users of the Commercial Parcel and Residential Parcel arising out of such leases or other agreements and the rights and obligations of the Owners or Permitted Users of the Commercial Parcel and Residential Parcel arising out of this Agreement shall be resolved in favor of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



Image ID: 000008624753 Type: OFF
Page 10 of 18

File# 2013-00052327

BK 8636 PG 285

EVR INVESTMENTS, LLC,
an Ohio limited liability company

By: Alan C. Reister
Name: Daren E. Redpath
Its: Managing Member

STATE OF Ohio
COUNTY OF Burlington, SS:

The foregoing instrument was acknowledged before me this 1st day of October, 2013, by Daren E. Redpath, Managing Member of EVR Investments, LLC, an Ohio limited liability company, for and on behalf of the company.

John J. Reister
Notary Public
My commission expires: _____



JOHN J. REISTER
Attorney at Law
Notary Public, State of Ohio
My Commission has no Exp. date
O.R.C. Section 147.03

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



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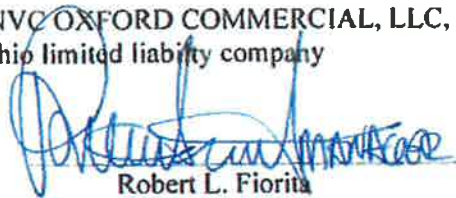
Page 11 of 16

File# 2013-00052327

BK 8636 PG 286

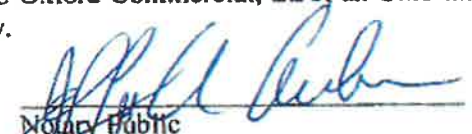
RE NVC OXFORD COMMERCIAL, LLC,
an Ohio limited liability company

By:


Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 2nd day of October, 2013, by Robert L. Fiorita, the Manager of RE NVC Oxford Commercial, LLC, an Ohio limited liability company, for and on behalf of the company.


Notary Public
My commission expires: _____



JEFFREY A. AUKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

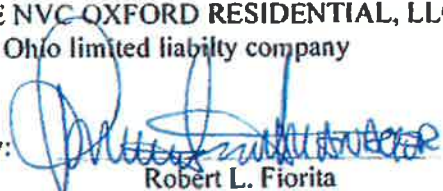


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Page 12 of 16

File# 2013-00052327

BK 8636 PG 287

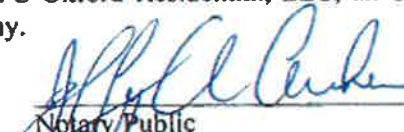
RE NVC OXFORD RESIDENTIAL, LLC,
an Ohio limited liability company

By: 

Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 2nd day of October, 2013, by Robert L. Fiorita, the Manager of RE NVC Oxford Residential, LLC, an Ohio limited liability company, for and on behalf of the company.


Notary Public
My commission expires: _____



JEFFREY A. ALKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by:

Robert S. Ryan, Esq.
Murray Murphy Moul + Basil LLP
1533 Lake Shore Drive

Columbus, Ohio 43204



Image ID: 000008624756 Type: OFF

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File# 2013-00052327

BK 8636 PG 288

EXHIBIT A

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 1, Lot 2 and Lot 3 of Bishops Square Subdivision as recorded in O.R. 8636, Pages

2666

NKA lots 3812, 3813 + 3814

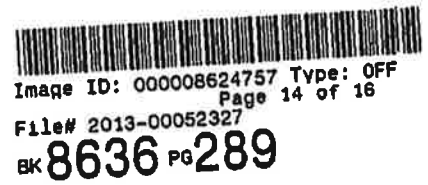


EXHIBIT B

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 1 and Lot 2 of Bishops Square Subdivision as recorded in O.R. Bk 310, Pages 266.

~~N/A~~ NKA lts 3812+3813

Image ID: 000008624758 Type: OFF
Page 15 of 16
File# 2013-00052327
BK 8636 PG 290

EXHIBIT C

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 3 of
Bishops Square Subdivision as recorded in O.R. 8636, Pages 2166.

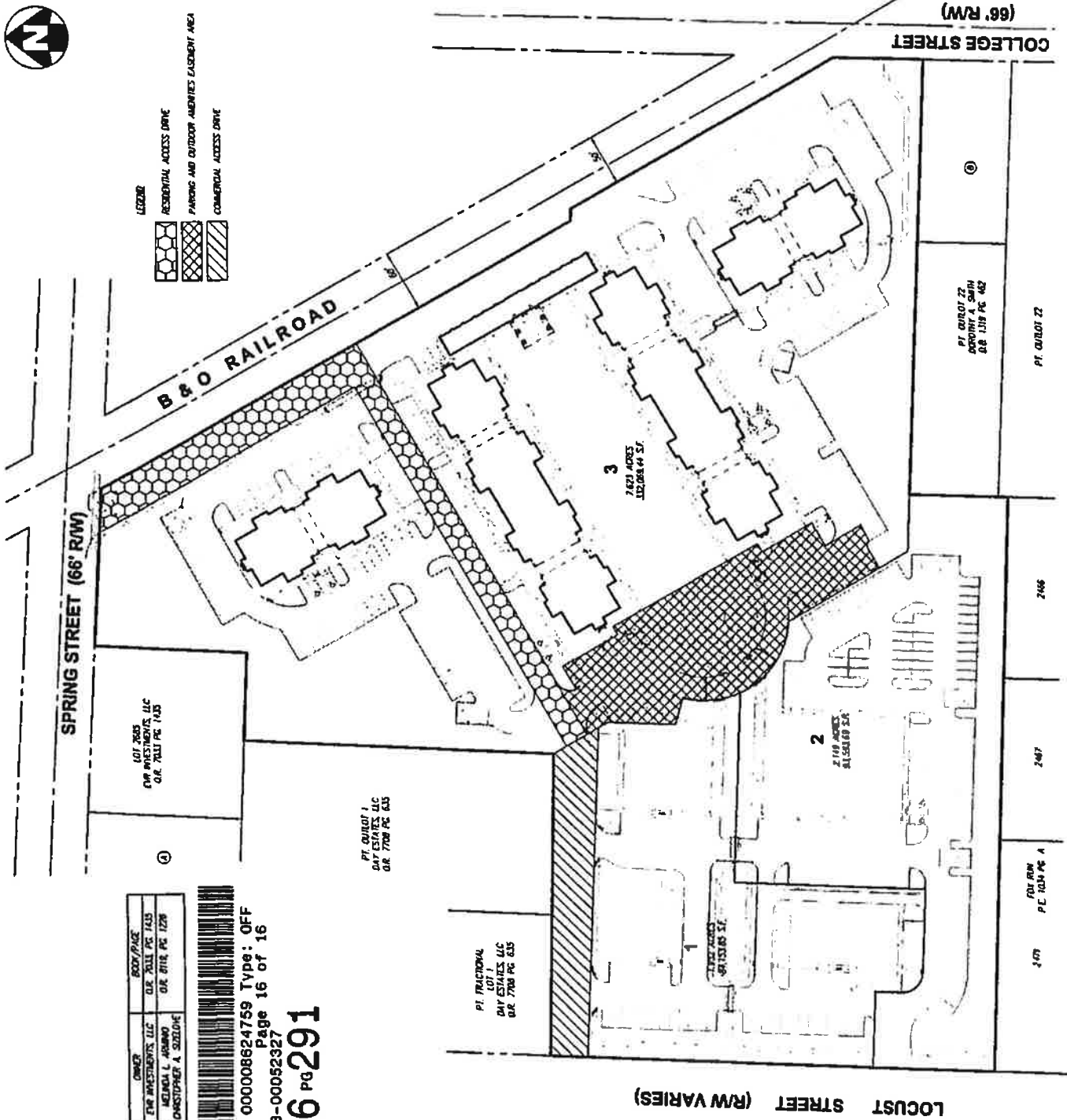
NKA lot 3814

[illegible]

File# 2013-00052327

FILE# 2013-00052327

BK 8636 PG 291



 THE KLEINGERS GROUP DATE: DISCONTINUED SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 9330 Carver Park Dr. West Chester, OH 6006 610-779-7661			SET DATE: DISCONTINUED MODIFIED EASEMENT COMMITMENT	EASEMENT EXHIBIT BISHOPS SQUARE SECTION 27, TOWNSHIP 5, RANGE 1 CITY OF CLEVELAND BUTLER COUNTY, OHIO	PROJECT NO. 158997VAANT DATE 8/20/2013 SCALE 1"=60' INSET NAME	 0 20 40 60 80 FEET	EASEMENT AREAS	1 OF 1
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CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Human Resources

Originating Department

Council Meeting Of: February 3, 2015

Donna Heck

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

January 29, 2015

Date Prepared

Agenda Title: Report regarding the January 28, 2015 Civil Service Commission Meeting.

Recommendation:

Discussion: The Civil Service Commission held their regular meeting on Wednesday, January 28, 2015. Those members present were: Karen Martino, Chair; Greg Smith; Brian Martin and Bill Brewer. James Burchyett, Vice-Chair, was excused.

Donna Heck, Human Resources Director; Kim Newton, Recording Secretary, Tom Horvath, Lieutenant, and John Jones, Lieutenant, were in attendance for the City. Dennis Malone, Human Resources Director, was in attendance for Talawanda Schools.

The Commission elected the following officers: Karen Martino, Chair, and James Burchyett, Vice Chair.

The Commission reviewed and approved the Head Secretary and Assistant Secretary eligibility lists for Talawanda Schools. The Commission also approved the Wastewater Plant Operator eligibility list and the Police Officer eligibility list for the City.

The Commission reviewed and approved the Public Safety Communications Officer (PSCO – dispatcher) Examination and protocol for the Oxford Police Department.

The next regular meeting is scheduled for Wednesday, February 25, 2015 at 6:00 pm at the Court House.

Approved By:

Initial Date

Department Head:

City Attorney:

City Manager:

[Signature] 1/29/15

[Signature] 1/30/15

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Parks and Recreation

Originating Department

Council Meeting Of: 2/3/15

Gail S. Brahier

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

1/29/15

Date Prepared

Agenda Title: Recreation Advisory Board Meeting, 1/15/15

Recommendation: N/A

Discussion: The Board met at the Oxford Senior Center at 4 pm.
Members present: Edna Southard, Shaunna Tafelski, Melissa Engelhard, and Ken Bogard. Staff: Gail Brahier, Deanna Barbour

Ms. Brahier distributed and reviewed the Parks/Recreation 2014 Annual Report.

The Board discussed 2015 goals. Prominent in the discussion was the desire to create a fundraising committee for amenities at the new pool. Mr. Bogard said the Board needs to establish what amount to generate, which will be tied into the costs associated with the design of the pool. Ms. Brahier said the pool project was listed in the 2017/2018 capital budget. Ms. Southard mentioned the Board should also look to the community to see what other fundraising projects might be taking place at the same time. Ms. Brahier noted Catherin Hollins of the Oxford Community Foundation will attend the April 16 Board meeting to answer questions regarding the issue.

Discussion continued regarding 2015 projects, programs and events. Improvements at the Oxford Community Park include dugout covers for Field #3, scoreboard updates, and painting around the concession building. Other projects include playground upgrades at various parks.

Ms. Engelhard gave an update on Oxford Chamber business, including new members and noted the 2015 Wine Festival will be May 30.

Ms. Tafelski updated the Board on the new Kramer school building.

Ms. Southard advised she is working on bringing the Heart Chase to Oxford, a fundraising activity for the American Heart Association.

Next Meeting: April 16, 4 pm - Oxford Senior Center

Approved By:

Initial Date

Department Head:

GB \ 1/29/15

City Manager:

DRE \ 1/30/15

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas R. Elliott, Jr.

Police

Originating Department

Council Meeting Of: February 3, 2015

Robert Holzworth

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

January 27, 2015

Date Prepared

Agenda Title: Resolution to enter into an agreement with Verizon Wireless, our cellular service provider since December 9, 2011, to provide cellular service and equipment at an estimated cost of \$39,200.

Recommendation: Approve

Verizon Wireless requires a signed "GSA-Federal Supply Schedule Purchase Order" at the beginning of each year; it is their version of the city's purchase order. They agree to provide cellular service in accordance with GSA Federal Supply Schedule Number GS-35F-0119P. This agreement will automatically renew annually at a cost not to exceed 5%.

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

 | 1/29/2015
 | 1/29/15


RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH VERIZON WIRELESS TO PROVIDE CELLULAR SERVICE FOR UP TO 70 UNITS FOR THE CITY OF OXFORD IN ACCORDANCE WITH GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL SUPPLY SCHEDULE NUMBER GS-35F-0119P AT AN ESTIMATED COST OF THIRTY NINE THOUSAND TWO HUNDRED DOLLARS (\$39,200).

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: The City Manager and the Police Chief recommend City Council authorize the City Manager to enter into a twelve (12) month agreement with Verizon Wireless to provide cellular service for up to 70 units for the City of Oxford in accordance with General Services Administration (GSA) Federal Supply Schedule Number GS-35F-0119P at an estimated cost of thirty nine thousand two hundred dollars (\$39,200.00).

SECTION 2: City Council accepts the recommendation of the City Manager and the Police Chief and hereby authorizes the City Manager to enter into a twelve (12) month Agreement with Verizon Wireless to provide cellular service for up to 70 units for the City of Oxford in accordance with General Services Administration (GSA) Federal Supply Schedule Number GS-35F-0119P at an estimated cost of thirty nine thousand two hundred dollars (\$39,200.00)

SECTION 3: Funds sufficient to pay the amount due have been appropriated.

SECTION 4: This Resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)



GSA-Federal Supply Schedule Purchase Order

Date:	January 23, 2015
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: <u>Douglas R. Elliott, Jr.</u> Printed or typed title: <u>City Manager</u>
Contact Information:	Email address: _____ Phone number: _____ FAX number: _____
Billing Information:	City of Oxford 101 East High Street Oxford, OH 45056 _____ _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 70 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): _____ Equipment: _____
Term:	1/23, 2015 for 12 months through 2016 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 70 Lines (Estimated) \$2,600.00 Equipment charge(s) on 70 Lines (Estimates) \$8,000 Total Access and Equipment Fees on 70 lines (Estimate) \$39,200 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.: _____
Customer Acceptance:	Signature: _____ Date: _____

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to City Manager

Finance
Originating Department

Council Meeting Of : 2/3/2015

Account Code No. : see below

Joe Newlin
Prepared By

Budgeted Amount : _____

1/26/2015
Date Prepared

Agenda Title: 2015 Supplemental Budget #1

Recommendation: Approve

Issue 1

To reflect proceeds from seized of \$23,876 and disbursement of 25% to Butler County Prosecutor Attorney's Law Enforcement Trust Fund.

Action Needed:

Revenue Side

Law Enforcement Trust (410) 23,876.00 Proceeds from seized funds

Expense Side

Law Enforcement Trust (410) 5,969.25 Butler County's portion of proceeds

Net Effect on Fund Balance/(s)
Increase/(Decrease) 17,906.75

Issue 2

To close out an obsolete fund Oxford Natural Gas Fund and transfer remaining balance to General Fund.

Action Needed:

Revenue Side

General (110) 11.77 Transfer from Oxford Natural Gas Fund

Expense Side

Oxford Natural Gas (415) 11.77 Transfer to General Fund

Net Effect on Fund Balance/(s)
Increase/(Decrease) -

Total Net Effect on Fund Balance/(s)
Increase/(Decrease) 17,906.75

Breakdown by Fund

General (110) 11.77
Law Enforcement Trust (410) 17,906.75
Oxford Natural Gas (415) (11.77)

Net Effect on Fund Balance/(s)
Increase/(Decrease) 17,906.75

Approved By:

Department Head:

City Manager:

Initials

Date

[Handwritten Signature] 1/26/15
[Handwritten Signature] 1/30/15

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3286. SUPPLEMENTAL BUDGET ORDINANCE NUMBER 1 TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2015.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Additional appropriations are needed for the current fiscal year and monies are available for appropriation in those funds, and changes to estimated revenues;

SECTION 2: The following increase/(decrease)in revenues be made:

Law Enforcement Trust Fund 410	23,876.00
--------------------------------	-----------

SECTION 3: The following increase/(decrease)in appropriations from unencumbered balances be made:

Law Enforcement Trust Fund 410	5,969.25
Oxford Natural Gas Fund 415	11.77

SECTION 4: The following transfer(s) be executed:

Transfer from:	
Oxford Natural Gas Fund 415	11.77

Transfer to:	
General Fund 110	11.77

SECTION 5: The following increase/(decrease)in revenues be made:

General Fund 110	11.77
------------------	-------

SECTION 6: In all other respects, Ordinance No. 3286 shall remain in full force and effect.

SECTION 7: This ordinance shall take effect immediately upon its adoption.

MAYOR

ADOPTED: _____

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: February 3, 2015

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

January 28, 2015

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to enter into a service agreement with the Butler County Legal Defender Commission to provide legal counsel to indigent persons charged with violations of Municipal Ordinances for the year 2015, and thereafter under certain terms and conditions.

Recommendation: Approve.

County Public Defenders are by law allowed to contract with municipalities for representation of indigent persons in the court system.

The Butler County Public Defender Commission has contracts with the cities of Fairfield and Hamilton.

The proposed Resolution would authorize the City Manager to enter into an agreement with the Public Defender Commission to provide legal counsel to indigent persons appearing in Butler County Area One Court at a cost of \$3,000 annually.

Approved By:

Initial Date

Department Head:

City Manager:

 1/30/15

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE BUTLER COUNTY PUBLIC DEFENDER COMMISSION TO PROVIDE LEGAL COUNSEL TO INDIGENT PERSONS CHARGED WITH VIOLATIONS OF MUNICIPAL ORDINANCES FOR THE YEAR 2015, AND THEREAFTER UNDER CERTAIN TERMS AND CONDITIONS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION I: It is the legislative determination of the City Council that it is in the public interest, and the legal responsibility of the City, to provide the required legal service for all indigent persons charged with violations of the Codified Ordinance of Oxford, Ohio, which could result in their loss of liberty.

SECTION II: The City Manager be and is hereby authorized to enter into a Service Agreement with the Butler County Public Defender Commission to provide required legal services for indigent persons, A copy of said Service Agreement is attached hereto as Attachment "A" and incorporated by reference herein. The cost of said contract shall be paid in accordance with the terms set forth in the Agreement. Said amounts shall be paid from the appropriate fund.

SECTION III: This resolution shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN BUTLER COUNTY AREA 1 COURT
Public Defender and Assigned Counsel**

This Agreement is entered into by and between the Butler County Public Defender Commission, with a mailing address of 315 High Street, 8th Floor, Hamilton, Ohio 45011 (hereinafter referred to as the "COUNTY"), and the City of Oxford, with a mailing address of 101 E. High Street, Oxford, Ohio 45056 (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Butler County has adopted a program whereby a Public Defender Commission has been formed and has established a Public Defender Office for providing indigent defense and if there is a conflict, then the court will appoint assigned counsel attorneys.

WHEREAS, the COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent persons charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code §120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the COUNTY Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY its appropriate share if such has not already been calculated in the formula to determine compensation, and

WHEREAS, this Agreement has been authorized by the CITY by Res./Ord.# _____, passed by the Oxford City Council on _____, and by Resolution # _____, passed by the Butler County Public Defender Commission on _____.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The COUNTY, on behalf of the CITY, agrees to provide legal representation in Area 1 County Court on or after the commencement date and during the term of this agreement, to a maximum of thirty (30) cases per year, in cases where the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the Public Defender office or appointed counsel in conflict situations, provide legal representation in Area 1 County Court for indigent persons charged with any violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

- 2.1 For and in consideration of the CITY'S annual payment of the sum of \$3,000.00 to the COUNTY, said sum to be paid in equal monthly installments of \$250.00 per month due on or before the 15th of each month, for which the Public Defender Office provides representation in Area 1 County Court in consideration of the COUNTY being authorized to receive and keep any and all reimbursement, if any, it may be able to obtain from the Ohio Public Defender Commission for such representation, the COUNTY agrees to have its Public Defender attorneys undertake the representation of indigent adults who are charged in the Area 1 County Court with the commission of an offense that is a violation of an Oxford City Ordinance for which the penalty includes a potential loss of liberty. The parties further agree that due to the staffing commitment required from the COUNTY by the Area 1 County Court, this payment may also include some contribution for representation in connection with certain violations under the Ohio Revised Code as contemplated by the parties.

- 2.2 In addition to the payments for the Public Defender services; in conflict situations, where assigned counsel is appointed, the County will pay the attorney and bill the CITY monthly for the municipal code violation cases the County paid assigned counsel in any particular month, based on qualifying attorney vouchers. The COUNTY will issue an invoice to the CITY.
- 2.3 Amounts paid by the CITY for representation of such indigent persons, whether by a contractual amount or fee schedule, shall not exceed the fee schedule in effect and adopted by the COUNTY Commissioners.
- 2.4 Applications for transcripts and expert fees may be made to the court. When granted by the court and in municipal code violation cases, the county will pay, bill the CITY and the CITY will reimburse the COUNTY.
- 2.5 The type of case (ORC vs CITY Code) for payment purposes is based on the offense charged, not the offense of conviction or plea. If any ORC violation is charged at the same time as a City Code violation, then the CITY is not required to reimburse the COUNTY.
- 2.6 The COUNTY shall promptly pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts the CITY expended pursuant to this agreement for assigned counsel costs.

(There is no sharing of state reimbursement for the County Public Defender office costs.)

3. DURATION OF CONTRACT and TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1, 2015 to December 31, 2015. This contract may be renewed for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.
- 3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of

this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

- 3.3 Written notice shall be considered furnished when it is sent by Certified Mail; return receipt requested or is hand delivered.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 Recognizing that the requests for reimbursement must be received by the State Public Defender in a timely manner, the Area 1 Court Clerk shall promptly notify the COUNTY of the CITY ordinance cases completed and pending in any month.
- 4.3 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.4 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

- 4.5 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

- 5.1 This contract may not be amended orally.
- 5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**BUTLER COUNTY PUBLIC
DEFENDER COMMISSION**

CITY OF OXFORD

Jack F. Grove Date
Chairperson

City Manager Date

Approved as to Form Only:

Approved as to Form Only:

Dan Ferguson Date
Assistant Prosecuting Attorney

City of Oxford Law Director Date

By adoption of its Resolution No. _____ adopted on _____, the Board of County Commissioners of Butler County has approved all provisions of this Agreement which pertain to the financing of defense counsel for indigent persons who are charged with a violation of the ordinances of the City of Oxford.

**Board of County Commissioners of
Butler County, Ohio**

Date

Date

Date

Approved:

Ohio Public Defender Date

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

Community Development
Originating Department

Council Meeting Of: February 3, 2015

Sam Perry
Prepared By

Account Code No. #:

Budgeted Amount:

January 26, 2015
Date Prepared

Agenda Title: Board of Zoning Appeals Meeting Report – January 21, 2015

Officer elections were conducted. Paul Brady was re-elected as Chair. Prue Dana was re-elected as Vice-Chair. Mike Schnipper was elected as Executive Secretary.

Adjudication Hearing

BZA-2015-01 10 N. Beech Street, Princess Theater, Variance to Section 1143.10(c)(2) 16.5 feet minimum front yard setback, Platte Architecture + Design, LLC, Applicant, Agent

The variance request was to allow a new building addition to be built at 7.25 feet from the North Beech Street Right of Way, rather than the required 16.5 feet front yard setback. The proposal is to remove the one-story addition and replace it with a multi-story addition that is set back from the street the same distance as the original theater building. The original theater building, as well as the remainder of the block face, is located within the required front yard setback area. After deliberation using the codified decision criteria, the BZA approved the variance request as proposed with a vote of 4-0-0. The final design has not yet been reviewed or approved by the Historic and Architectural Preservation Commission.

Board Member Mike Schnipper asked City Staff and Legal Counsel to look into the following items for 2015:

- Alternate BZA members
- Digital packets
- Exemptions for city-owned properties that require variances

Next Meeting

The next BZA meeting is scheduled for February 18, 2015

Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

JHC / 1/26/15
DRP / 1/30/15

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Council Meeting of: January 20, 2015

Account Code # NA

Budgeted Amount: NA

Service Department
Originating Department

Michael Dreisbach, Service Director
Prepared By

January 14, 2015
Date Prepared

Agenda Title: Request for Water and Sanitary Utility Services Outside the Corporate Limits of Oxford at 5280 Hillcrest Drive.

Recommendation: Approval with the following conditions: 1). Owner must sign an annexation agreement; 2) All City standards and fees for utility construction must be met.

Discussion: Staff received a request from Milton & Phyllis Cox to connect to and/or extend the City water and sanitary utilities to serve a single family residence at 5280 Hillcrest Drive. The request for service includes a maximum of one domestic water tap and a maximum of one tap into the City's sanitary sewer system. The City's water and wastewater utilities serve this area, and the proposed demand will not have a noticeable effect on the City's utilities for reliability, acceptable flow, pressure and volume.

The City Council has previously approved water service for this address, but specifically to another individual. No action was taken by the previous applicant following approval.

In reviewing the request, staff considered the following issues: 1) Extension Policy; 2) Location; 3) Owner's Obligation.

Extension Policy – Any extension of utility lines or service outside the City limits is reserved to the exclusive control and jurisdiction of City Council. City Council may also require the request for utility extension outside the City limits be referred to the Planning Commission for its recommendation to City Council. The Planning Commission has 90 days in which to consider the matter. The City may also grant such a request provided the City has a supply of surplus capacity sufficient to grant the request and that such a request be beneficial and in the interest of the City. City Council amended the policy for extension of water service outside the corporate limits in December 2013. This policy permitted the extension of water and sewer with a condition of the owner agreeing to annexation into the City.

Location – Connections to the City's utilities shall be conditional upon final approval by the Service Department assuring that all technical aspects of the services meet City standards and specifications.

Owner's Obligation – The owner must pay for the total cost of any required utility extensions, all necessary water and sanitary taps, water and wastewater capacity benefit charges, and any surcharges for the use of the City utilities outside the corporate limits. The owner must also meet City of Oxford standards for utility construction and sign an Annexation Agreement with the City. Permits from Butler County and the Ohio Environmental Protection Agency may also be required.

Approved By:

Department Head:

Initial MD Date 1/14/15

City Manager:

DRE 1/15/15

ORDINANCE NO.

AN ORDINANCE GRANTING THE REQUEST OF CHRISTOPHER OWENS, AGENT FOR MILTON AND PHYLLIS COX, TO CONNECT TO AN EXISTING CITY WATER LINE AND SANITARY LINE FOR A NEW SINGLE-FAMILY RESIDENCE TO BE LOCATED AT 5280 HILLCREST DRIVE OUTSIDE THE OXFORD CORPORATE LIMITS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: Christopher Owens, Agent for Milton and Phyllis Cox has requested connection to water and sanitary sewer services for property located at 5280 Hillcrest Drive more particularly described in Exhibit "A" attached hereto.

SECTION 2: Council has determined that the City has surplus water and that the grant of this request will not be detrimental to the City's water supply or its residents. Further the granting of such request will be beneficial to the City and is in the best interest of the City.

SECTION 3: Council has determined that the City has surplus capacity at the wastewater treatment plant and that the grant of this request will not be detrimental to the City's wastewater treatment plant or its residents. Further the granting of such request will be beneficial to the City and is in the best interest of the City.

SECTION 4: The applicant shall pay for the total cost of the connections, all necessary water and sanitary taps, water and wastewater capacity benefit charges, and any surcharges for the use of the City utilities outside the corporate limits. The owner shall also meet the Oxford standards for utility construction.

SECTION 5: The costs associated with any necessary permits and the acquisition of any easements shall be the sole responsibility of the applicant.

SECTION 6: No additional water taps into this water line shall be allowed without prior approval of Council.

SECTION 7: No additional sewer taps into this sanitary sewer line shall be allowed without prior approval of Council.

SECTION 8: This grant is further conditioned upon the applicants, Milton and Phyllis Cox, signing an annexation agreement requiring the owners, successors and assigns, to annex the property into the City of Oxford at the City's sole request.

SECTION 9: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)



5020 COLLEGE CORNER PIKE
OXFORD, OHIO 45056

BUS (513) 523-2181
FAX (513) 523-0575
coldwellbankeroxford@woh.rr.com
www.coldwellbankercollege.com

January 9, 2015

To the Members of City Counsel,

Please accept this letter as the formal request from Milton and Phyllis Cox for the vacant property at 5280 Hillcrest Drive, Oxford Township, to tap into the City of Oxford's utilities that service the Coulter Subdivision of Coulter Lane and Hillcrest Drive off Bonham Road, Oxford Township. The property is adjacent to the southern portion of Hillcrest Drive very near the city water supply and sanitary sewer main.

Presently 5280 Hillcrest Drive has water tap in privileges from a prior request and approval but sanitary sewer was not asked for at that time. Because the city sanitary sewer line is across Hillcrest Drive from lot 25 it has been brought to our attention that the county's board of health will not grant approval for a private septic system, thus necessitating the need for access to the sewer system providing service to this neighborhood.

Currently, there are no site plans submitted for construction on this lot but the land is receiving attention from various parties as a potential building site and the desire to have the utility approval in place for a timely transfer and build prompt us to submit for this approval.

Included with this letter is the survey of this property, legal description and the deed showing the location of the property in relationship with Hillcrest Drive and ownership by Milton and Phyllis Cox.

Thank you for your consideration to this request,

A handwritten signature in blue ink that reads "Christopher Owens".

Christopher Owens, Agent for Milton and Phyllis Cox

RECEIVED

JAN - 9 2015

**City of Oxford
Service Department**

- 1) Source documents are as shown hereon.
- 2) Occupation in general fits Survey except as shown.
- 3) Monumentation found is in good condition.
- 4) —O— Indicates 5/8" iron rod with 1 D. cap [set] unless otherwise noted.

PLAT OF SURVEY

Section 24,
Town 5, Range
Oxford Township
Butler County, Ohio

For: *Milton D. & Phyllis L. Cox*
Date: *Oct. 16, 2014*
Scale: *1" = 100*

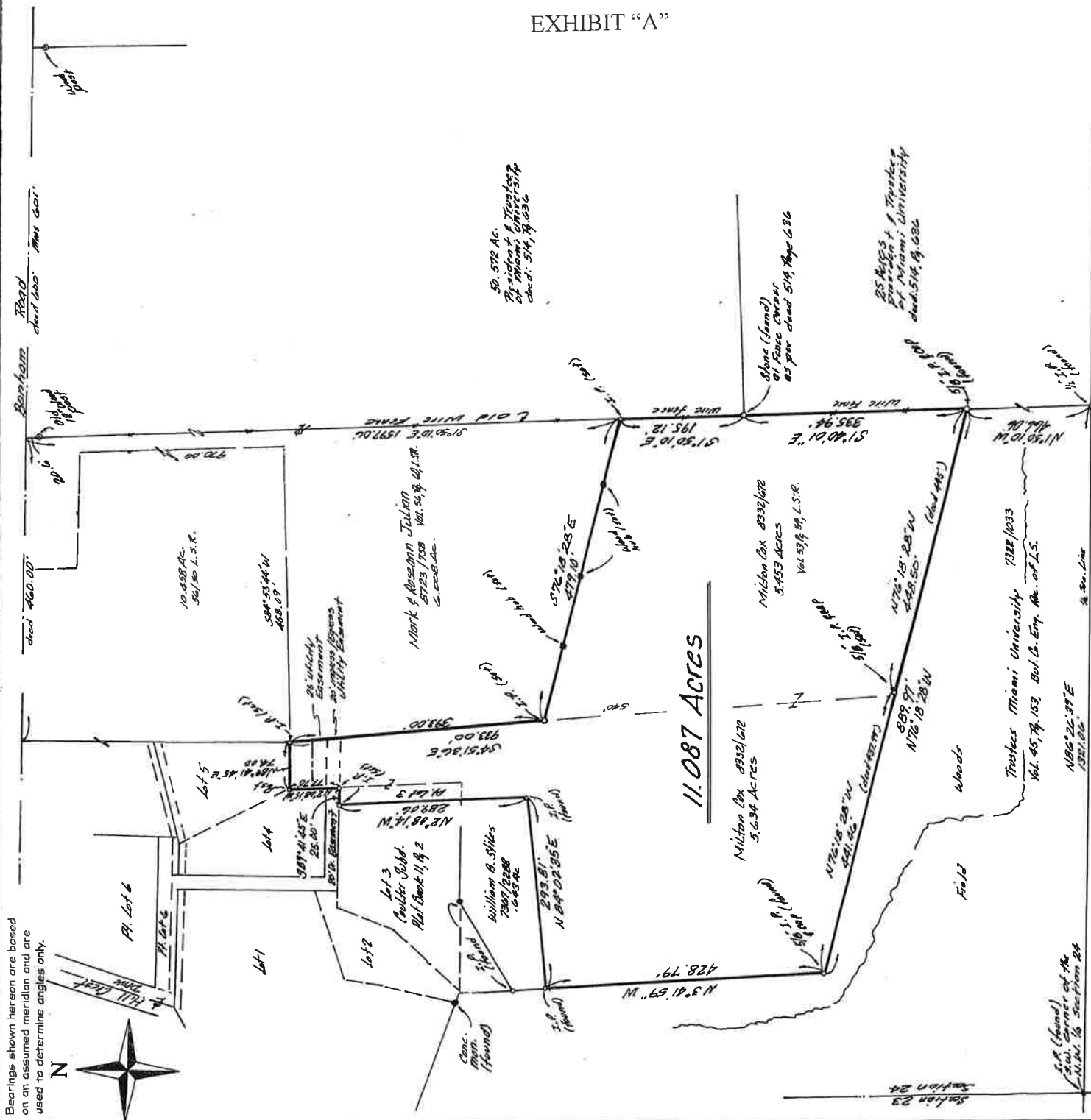
By: **Daniel R. Brosey P.S.**
 --- Land Surveyor ---
 phone: 513-8630237

I certify that the hereon plotted property was measured to acceptable Survey Standards only.

Daniel R. Henry
Registered Surveyor 6482



EXHIBIT "A"



TRANSFER NOT RECORDED
ROGER REYNOLDS CPA
BY 1117114 (19) DEPT.
AUDITOR BUTLER CO. OHIO

ma 11 11-14



Image ID: 000008990832 Type: OFF
Recorded: 11/17/2014 at 11:19:52 AM
Fee Amt: \$28.00 Page 1 of 2
Workflow# 0000232860-0005
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2014-00044349
BK 8746 PG 608

GENERAL WARRANTY DEED

MILTON D. COX and PHYLLIS L. COX, husband and wife, of Butler County, Ohio ("Grantors"), for valuable consideration paid, grant, with general warranty covenants, to MILTON D. COX and PHYLLIS L. COX, husband and wife ("Grantees"), for their joint lives, remainder to the survivor of them, whose tax mailing address is 6070 Stillwell Beckett Road, Oxford, Ohio 45056, the following real property:

SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF

Prior Instrument Reference: Volume 8332, Page 672 and Book 925, Page 140 of the Butler County, Ohio Official Records.

Executed this Deed this 12 day of November, 2014.

GRANTORS:



Milton D. Cox



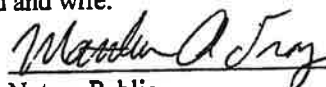
Phyllis L. Cox

STATE OF OHIO)

) SS

COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 12 day of November, 2014 by Milton D. Cox and Phyllis L. Cox, husband and wife.



Notary Public



MATTHEW A. TROY
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO

My Comm. Has No
Expiration Date

This instrument was prepared by Robert Bolin, Esq., 29 N. Beech Street, Oxford, Ohio 45056
Section 147.03 R. C.



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Page 2 of 2

File# 2014-00044349

BK 8746 PG 609

October 15, 2014

09-01E.doc

ML
11-3-14**Legal Description****11.087 acres**

Situated in and being the east 25 feet of lot #3, Coulter Subdivision (Plat 216 C) with the remainder being in Section 24, Town 5, Range 1, Oxford Township, Butler County, Ohio, and being more particularly bounded and described as follows;

Beginning at an iron pin (found) at the grantors' southeast corner, found by measuring from an iron pin (found) at the southwest corner of the northwest quarter of said section 24, North 86° 26' 39" East along the half section line 1321.06 feet to an iron pin (found);
Thence North 1° 50' 10" West 466.06 feet to the true point of beginning;
THENCE FROM THE BEGINNING POINT THUS FOUND
North 76° 18' 28" West (passing an iron pin (set) at 448.50 feet) a distance of 889.97 feet to an iron pin (found);
Thence North 3° 41' 59" West 428.79 feet to an iron pin (found) at the southwest corner of a 0.643 Acre tract of land (deed Book 7367, Page 2288,):
Thence North 84° 02' 35" East along the south line of a 0.643 acre tract owned by William B Stiles (Deed Book 7367, Page 2288) a distance of 293.81 feet to an iron pin (found);
Thence North 2° 08' 14" West along the west line of said tract and though Lot #3, Coulter Subdivision (Parallel to and 25' west of the east line of said lot) 289.06 feet to an iron pin (set);
Thence South 89° 41' 45" East along the north line of lot #3 of Coulter Subdivision (Plat 216 c) a distance of 25.00 feet to an iron pin (set) at the northeast Corner of Lot #3;
Thence North 2° 08' 15" West along the east line of lot #4 of Coulter Subdivision a distance of 77.70 feet to a post (found) at the southeast corner of Lot #5 of said subdivision;
Thence North 89° 41' 45" East along the south line of lot #5 of Coulter Subdivision a distance of 74.00 feet to an iron pin (set);
Thence South 4° 51' 36" East along the west line of a 6.008 acre tract owned by Mark & Rosanne Julian (Deed Book 8723, Page 758) a distance of 933.00 feet to an iron pin (set) at the southwest corner of said 6.008 Acre tract;
Thence South 76° 18' 28" East along the south line of said tract 479.10 feet to an iron pin (set) in the grantors east line;
Thence South 1° 50' 10" East 195.12 feet to a stone (found);
Thence South 1° 40' 01" East along the grantors east line 335.94 feet to the point of beginning containing 11.087 acres of land and being subject to all easements and restrictions of record;
Together with an Ingress Egress, utility easement 20 feet in width from Hill Crest Drive to the above described property;

Bearing shown herein are based on an assumed meridian and are used to denote angles only.
Prior (Deed Book:8332 , Page 672) of the Butler County, Ohio Deed Records.
A Plat of Survey of the herein described property is recorded in Volume 56, Page 191, of the
Butler County Engineers Record of Land Surveys.
All iron pins set are 5/8" iron rods with an orange cap bearing the surveyors name and number.

This description was prepared by Daniel R. Brosey Registered Surveyor 6492 in Ohio.

Daniel R. Brosey

10/22/2014

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager: Douglas R. Elliott, Jr.

Police

Originating Department

Council Meeting Of: February 3, 2015

Robert Holzworth

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

January 12, 2015

Date Prepared

Agenda Title: Resolution to destroy items held by the Oxford Police Department that have no evidentiary or monetary value.

Recommendation: Approve

Discussion: The attached list of property is being held by the Division of Police. The list consists of items including, but not limited to, alcoholic beverages, drug paraphernalia, evidentiary kits and other items confiscated as a result of usual and customary police activities. No item listed is necessary for evidentiary use nor is it of monetary value to be auctioned by the City of Oxford.

The Chief of Police requests authorization to specify a date at which time, in the presence of the Finance Director and Property Officer, the items listed may be correctly disposed of.

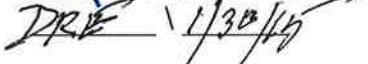
Approved By:

Department Head:

City Attorney:

City Manager:

Initial Date

 1/22/2015
 1/30/15

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE POLICE CHIEF AND THE FINANCE DIRECTOR TO DISPOSE OF CONTRABAND NO LONGER NEEDED AS EVIDENCE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: The Police Chief in the presence of the Finance Director is hereby authorized to dispose of the contraband set forth on Exhibit "A 1-10" attached hereto and incorporated herein by reference, including but not limited to, alcoholic beverages, drug paraphernalia, evidentiary kits and other items confiscated as a result of usual and customary police activities and for which there is no value to the City in retaining the same.

SECTION 2: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW(STAFF)

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
[REDACTED]

MAGISTRATE ORDER
Case Number: **JV2013-1795**

On **Monday, January 5, 2015**, this cause came before the Court to request a court order in violation of **Count 01 ASSAULT (2903. 13) MISD 1**.

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:09 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

"A"

Page 2 of 10

JV2013-1691

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
[REDACTED]

MAGISTRATE ORDER
Case Number: JV2013-1691

On **Monday, January 5, 2015**, this cause came before the Court to request a court order in violation of **Count 03 FALSIFICATION (2921. 13) MISD 1**.

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:10 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

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Page 3 of 10

JV2013-0607

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
[REDACTED]

MAGISTRATE ORDER
Case Number: **JV2013-0607**

On **Monday, January 5, 2015**, this cause came before the Court to request a court order in violation of **Count 04 CERTAIN ACTS PROHIBITED (4507. 30) MISD 1.**

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

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Juvenile Court
Butler County, Ohio
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RONALD R. CRAFT, Judge
& Ex-Officio Clerk

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Page 4 of 10

JV2013-0822

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
[REDACTED]

MAGISTRATE ORDER
Case Number: JV2013-0822

On **Monday, January 5, 2015**, this cause came before the Court to request a court order in violation of **Count 01 UNDERAGE POSSESSION ALCOHOL (4301. 69. E. 1) MISD 1.**

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:10 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

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Page 5 of 10

JV2012-2278

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
[REDACTED]

MAGISTRATE ORDER
Case Number: **JV2012-2278**

On **Monday, January 5, 2015**, this cause came before the Court to request a court order in violation of **Count 01 OBTAIN/POSSESS/USE CONT. SUBST. MARIHUANA (2925. 11) MINOR MISD.**

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:11 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
[REDACTED]

MAGISTRATE ORDER
Case Number: **JV2013-2384**

On **Monday, January 5, 2015**, this cause came before the Court to request a court order in violation of **Count 01 TRAFFICKING IN MARIHUANA (2925. 03) FELONY 4.**

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:10 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

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Page 1 of 10

JD2012-0731

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
DOB: 04-27-1996

Case Number: JD2012-0731

DIVERSION CONTRACT

On Tuesday, December 30, 2014, the above named child and his/her parent(s)/guardian(s) have come before Juvenile Court on the following charge(s): **Count 01 UNDERAGE POSSESSION ALCOHOL (4301.69.E.1) MISD 1**. This matter has been reviewed and has been referred to the Diversion Program. The purpose of the Diversion Program is to provide direction and services to children and families who have had little or no prior contact with Juvenile Court while avoiding an official Juvenile Court record. The goal of the Diversion Program is to prevent future contacts with the Court by preventing future delinquent/unruly behavior.

TERMS AND CONDITIONS:

- This matter will be handled in an informal hearing. No documents regarding this matter will be officially filed with Juvenile Court provided that these terms and conditions are fulfilled. By participating in this proceeding, the parent(s)/guardian(s) and the child waive, for purposes of the diversion, their right to have court appointed counsel.
- In the event that the above named child or parent/guardian fail to comply with the terms and conditions in this document, this matter may be filed formally and officially with the Juvenile Court Clerk of Court.
- All parties to this contract agree to fully cooperate with the Diversion Officers.
- As a condition of the Diversion Contract, the above named child may be required to submit to random drug testing at the request of Diversion staff. A positive drug screen result shall be considered a violation of the terms and conditions of this contract and may result in an official filing of this case.
- In Truancy cases, parents/guardians are specifically advised that failure to comply (as set forth in item #2 above) may result in the filing of charges against such parents/guardians in the Butler County Juvenile Court for Failure to Cause Attendance at School in violation of 3321.38 O.R.C.
- Additional terms and conditions: **Oxford Police Department may destroy evidence in this case (UV Blue Vodka and 8 pack of Woodchuck).**

Parties present for the Diversion Hearing included the following: . **A plea was previously entered in this case.**

"A"

Page 8 of 10

JV2013-1944

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

**BRANNON ROBERT WYSE
DOB: 10-31-1998**

**MAGISTRATE ORDER
Case Number: JV2013-1944**

On Monday, January 5, 2015, this cause came before the Court to request a court order in violation of Count 01 OBTAIN/POSSESS/USE CONT. SUBST. MARIHUANA (2925. 11) MINOR MISD.

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:10 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

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Page 9 of 10

JV2012-1970

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]
DOB: 09-29-1999

MAGISTRATE ORDER
Case Number: JV2012-1970

On Monday, January 5, 2015, this cause came before the Court to request a court order in violation of Count 01 DRUG PARAPHERNALIA - MARIHUANA (2925. 141) MINOR MISD.

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:11 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

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Page 10 of 10

JV2012-2388

**Court of Common Pleas
Juvenile Division
Butler County, Ohio**

IN THE MATTER OF:

[REDACTED]

MAGISTRATE ORDER
Case Number: **JV2012-2388**

On **Monday, January 5, 2015**, this cause came before the Court to request a court order in violation of **Count 01 SELLING/PURCHASING/DISTRIBUTING/DELIVERING DANGEROUS DRUG (4729. 51) MISD 1.**

The court therefore finds that it is in the best interest of the child to order the following:

- The Oxford Police Department may destroy all evidence confiscated in this matter.

ANY MOTION TO SET ASIDE THIS MAGISTRATE'S ORDER MUST BE FILED WITHIN TEN (10) DAYS.



PATRICIA A. WILKERSON, MAGISTRATE

Electronically Filed

Juvenile Court
Butler County, Ohio
01/05/2015 03:11 PM
RONALD R. CRAFT, Judge
& Ex-Officio Clerk

CITY OF OXFORD

STAFF SUMMARY REPORT

Report to the City Manager

City Manager

Originating Department

Council Meeting Of: February 3, 2015

Doug Elliott

Account Code No. #: N/A

Prepared By

Budgeted Amount: N/A

January 27, 2015

Date Prepared

Agenda Title: An Ordinance authorizing the annexation of 0.338 acres of contiguous territory and directing the City Attorney to prosecute the proceedings necessary to effect said annexation.

Recommendation: Adopt the Ordinance

Discussion:

The property located at 4134 Millville Oxford Road was purchased by the City of Oxford as part of the U.S. 27 South improvement project.

The proposed Ordinance authorizes the City Law Director to file the annexation petition once the Ordinance is in effect. The City is the owner of the property and by law the County Commissioners are to approve the annexation without a hearing. Once the County Engineer verifies the description, the Commissioners are to place the matter on their agenda and approve it.

Approved By:

Initial Date

Department Head:

City Manager:

DRE/MAE 1/30/15

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ANNEXATION OF 0.338 ACRES OF CONTIGUOUS TERRITORY AND DIRECTING THE CITY LAW DIRECTOR TO PROSECUTE THE PROCEEDINGS NECESSARY TO EFFECT SAID ANNEXATION.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION I: The City of Oxford is the owner of 0.338 acres of land in the unincorporated area of Oxford Township, Butler County, Ohio as recorded at Official Record 8694, Page 476 of the Butler County, Ohio Deed Records.

SECTION II: The 0.338 acres of land owned by City of Oxford in the unincorporated area of Oxford Township, Butler County, Ohio is contiguous to the corporate limits of the City of Oxford. The 0.338 acres is more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A".

SECTION III: The Council hereby authorizes the annexation of said property, in accordance with Ohio Revised Code provisions of § 709.14 *et seq.*, and the City Law Director is hereby directed to prosecute the proceedings necessary to effect said annexation.

SECTION IV: This Ordinance shall take effect at the earliest time allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)

**PETITION BY THE CITY OF OXFORD, OHIO, OWNER OF REAL
PROPERTY, FOR ANNEXATION OF 0.338 ACRES OF TERRITORY TO THE
CITY OF OXFORD IN OXFORD TOWNSHIP, BUTLER COUNTY, OHIO**

(Sections 709.14, 709.15 & 709.16 Ohio Revised Code)

Now comes Stephen M. McHugh, the duly appointed and acting Law Director, of the City of Oxford, Butler County, Ohio and says that:

On the ____ day of _____, 201__, the Council for the City of Oxford at a regular meeting passed Ordinance No. ____, a certified copy of which is attached hereto, marked Exhibit "A" and incorporated herein; and

Said Ordinance authorized the annexation of the property described therein to the City of Oxford, Ohio; pursuant to O.R.C. § 709.14 et seq; and

Said Ordinance authorized Stephen McHugh, the Oxford Law Director, to prosecute the proceedings necessary to effect said annexation; and

An accurate description of the territory to be annexed is attached hereto, marked Exhibit "B" and incorporated herein; and

An accurate map thereof is attached hereto, marked Exhibit "C" and incorporated herein.

Petitioner further says that all of the territory to be annexed is contiguous to territory owned by the City of Oxford, Ohio, is owned by the City of Oxford, Ohio and is located entirely within the same county as the City of Oxford, Butler County, Ohio.

WHEREFORE; the City of Oxford petitions the Board of County Commissioners to annex the property described in Exhibit "B" to the City of Oxford in accordance with Ohio Revised Code 709.14, 709.15 and 709.16(B).

City of Oxford, Butler County, Ohio

By: _____
Stephen M. McHugh, Law Director

Date: May 29, 2014
Description: Lot #1
Miami Western Circle Subdivision Annexation
Location: Millville Oxford Road (U.S. #27)
Oxford Township, Butler County



Situated in Section 35, Town 5, Range 1, Oxford Township, being all of Lot #1 of Miami Western Circle Subdivision as recorded in Plat Envelope 334, Page "A" and being all of the lands of City of Oxford Ohio as recorded in Official Record 8694, Page 476 of the Butler County Recorder's Office and being more particularly described as follows:

Beginning at the southwesterly corner of said Lot #1 of Miami Western Circle Subdivision, being on the original easterly right of way of Millville Oxford Road (U.S. #27), being on the northerly line of the lands of Springpeeper Hill Properties, LLC, as recorded in Official Record 7853, Page 2336 of the Butler County Recorder's Office and being the **Point of Beginning**;

thence, from said **Point of Beginning**, leaving said northerly line of Springpeeper Hill Properties, LLC and with said original northerly right of way of said Millville Oxford Road (U.S. #27), North 33° 30' 18" West, 79.59 feet to the southerly right of way of Miami Western Circle;

thence, leaving said original right of way of Millville Oxford Road (U.S. #27), with said southerly right of way of Miami Western Circle and with a curve to the right, having a central angle of 89° 59' 55", a radius of 15.00 feet, an arc length of 23.56 feet, and a chord bearing and distance of, North 11° 32' 46" East, 21.21 feet;

thence, continuing with said southerly right of way of Miami Western Circle, North 56° 32' 46" East, 120.00 feet to the northwest corner of Lot #17 of said Miami Western Subdivision and being the lands of Michael P. and Jennifer S. Marston as recorded in Official Record 7300, Page 1678 of the Butler County Recorder's Office;

thence, leaving said southerly right of way of Miami Western Circle and with the westerly line of said Lot #17, South 33° 27' 14" East, 124.13 feet to said northerly line of the lands of Springpeeper Hill Properties, LLC.;

thence, leaving said westerly line of Lot #17 and with said northerly line of the lands of Springpeeper Hill Properties, LLC, South 68° 53' 46" West, 138.13 feet to the **Point of Beginning** containing 0.338 acres of land more or less and being subject to all legal highways, easements, restrictions and agreements of record.

The above description was prepared from an exhibit by Bayer Becker, David Douglas Smith, Registered Surveyor #7121 in the State of Ohio, May 29, 2014.

Basis of Bearings: GPS Observation Ohio South Zone NAD 83.

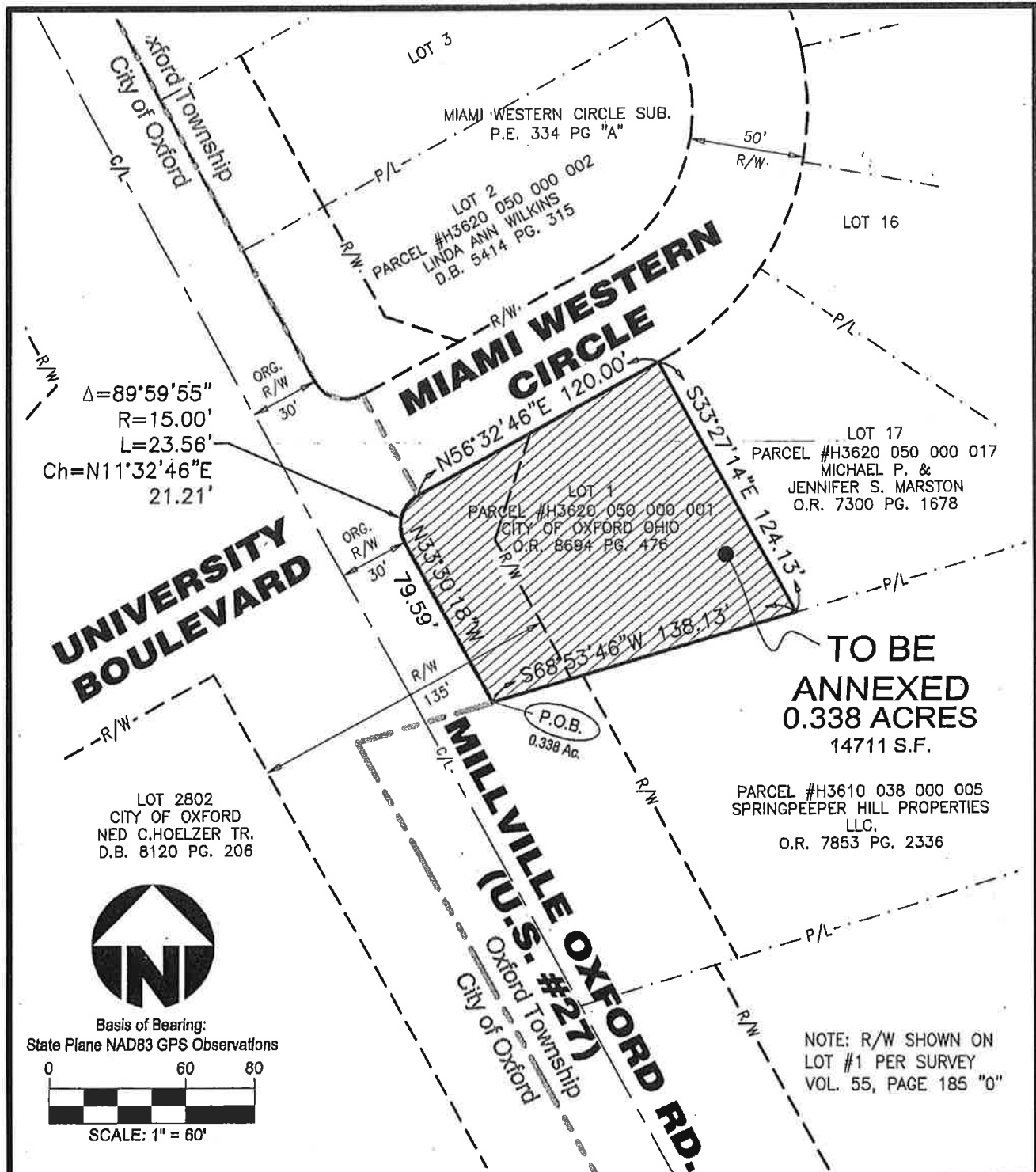
145022-000 150520 Legal.doc

6900 Tylersville Road, Suite A
Mason, Ohio 45040
513-336-6600

209 Grandview Drive
Fort Mitchell, Kentucky 41017
859-261-1113

318 South College Avenue
Oxford, Ohio 45056
513-523-4270

P.O. Box 3706
Lawrenceburg, Indiana 47025
812-537-9064



Drawing:
 14D022-000 AX

Scale
 1" = 100'

Drawn by:
 DDS

Checked By:
 BRJ

Issue Date:
 05-29-14

LOT #1
MIAMI WESTERN CIRCLE SUB.
PLAT ENVELOPE 334, PAGE "A"
SECTION 35, TOWN 5, RANGE 1
OXFORD TOWNSHIP
BUTLER COUNTY, OHIO

ANNEXATION PLAT

bayer becker

318 S. College Avenue
 Oxford, OH 45056 - 513.523.4270

**CITY OF OXFORD
STAFF SUMMARY REPORT**

Report to the City Manager

Community Development

Originating Department

Council Meeting Of: February 3, 2015

Jung-Han Chen

Account Code No. #:

Prepared By:

Budgeted Amount:

January 29, 2015

Date Prepared:

Resolution to authorize the City Manager to submit a Safe Route to School (SRTS) grant application to the Ohio Department of Transportation

Recommendation: Approval

Discussion:

In the last few years, Community Development and Service Department staff has been meeting with Talawanda school staff and community members to explore ways to encourage and promote non-motorized transportation initiatives. One of the focuses is to explore the Safe Route to School (SRTS) grant application to the State of Ohio. SRTS is designed to encourage and enable students in grades K-8 to walk or ride their bikes to school and is part of the Transportation Alternation Program administered by the Department of Transportation.

As part of the working progress with the School District, a school travel plan, based on extensive field analysis of Kramer Elementary and Middle School was developed and approved by the Talawanda School Board and the Ohio Department of Transportation for the district and the City to be eligible for SRTS funding when it becomes available.

Talawanda School is planning to rebuild Kramer Elementary School on the same site in the very near future. Therefore, it would be beneficial to consider applying for funding to address some infrastructure barriers for students to walk and bike to school and to develop a broader pedestrian and bicycle network for the community.

The grant application is to seek funding for the following improvements, at the minimum:

1. Traffic signalization at the intersection of Sycamore St. and Brown Road.
2. Installation of missing sidewalks on the west side of N. Locust St.
3. Installation of missing sidewalks on the west side of Brown Road.

The City Engineer is preparing certificated cost estimates to comply with the requirements. A preliminary estimate for the grant is approximately \$120,000 for these improvements, but the figures could be modified due to terrain issues in some areas.

The program is an 80/20 split between the state and the City and City Council tentatively allocated \$30,000 for the improvements, subject to receiving the grant money.

Staff is recommending Council's approval to submit this grant application to the Ohio Department of Transportation.

Approved By:

Department Head:

JHC / 1/29/15

City Manager:

[Signature] / 1/29/15

RESOLUTION NO.

A RESOLUTION OF COUNCIL AUTHORIZING THE CITY MANAGER TO SUBMIT AN OHIO DEPARTMENT OF TRANSPORTATION GRANT APPLICATION REQUESTING FUNDING THROUGH THE SAFE ROUTES TO SCHOOL PROGRAM IN AN AMOUNT NOT TO EXCEED \$150,000.00 WITH A 20% LOCAL MATCH FOR THE INSTALLATION OF TRAFFIC SIGNALIZATION AT THE INTERSECTION OF SYCAMORE STREET AND BROWN ROAD AND FOR THE INSTALLATION OF SIDEWALK ON THE WEST SIDE OF N. LOCUST STREET AND ON THE WEST SIDE OF BROWN ROAD AND FOR OTHER IMPROVEMENTS AS DEEMED NECESSARY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OXFORD, BUTLER COUNTY, STATE OF OHIO, THAT:

SECTION 1: The City Manager recommends he be authorized to submit a grant application requesting funding through the Ohio Department of Transportation's Safe Routes to School Program in an amount not to exceed \$150,000.00 with a 20% local match for the installation of traffic signalization at the intersection of Sycamore Street and Brown Road and for the installation of sidewalk on the west side of N. Locust Street and on the west side of Brown Road and for other improvements as deemed necessary.

SECTION 2: Council having determined these improvements would be beneficial to the City and surrounding community, hereby supports the use of grant funds to assist with the improvements listed above.

SECTION 3: Council hereby accepts the recommendation of the City Manager and further authorizes the City Manager to submit a grant application requesting funding through the Ohio Department of Transportation's Safe Routes to School Program in an amount not to exceed \$150,000.00 with a 20% local match for the installation of traffic signalization at the intersection of Sycamore Street and Brown Road and for the installation of sidewalk on the west side of N. Locust Street and on the west side of Brown Road and for other improvements as deemed necessary.

SECTION 4: This resolution shall take effect at the earliest date allowed by law.

MAYOR

ADOPTED:

ATTEST:

CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW(STAFF)