Office of the Mayor

Proclamation

Whereas: African and African Americans have a long, proud tradition of literacy excellence; and

WHEREAS, the NCTE Black Caucus and the National Council of Teachers of English are sponsoring the 26th Annual African American Read-In with the endorsement of the International Reading Association in order to bring public notice to the importance of reading and of African American writers' contributions to the American literacy tradition; and

WHEREAS, this literacy campaign, having begun in 1990 and continued throughout the decades, stands as one of the longest running, publicly supported literacy campaigns in the nation; and

WHEREAS, this event will take place at the King Library from 11:30 a.m. to 2:30 p.m. on February 19, 2015 with organizers and sponsors, Miami University Libraries, Howe Center for Writing Excellence and Honorary Co-Chairs.

NOW, THEREFORE, I, Kevin D. McKeehan, Mayor of the City of Oxford, Ohio, do hereby proclaim February 19, 2015 as,

'AFRICAN AMERICAN READ-IN DAY'

and urge all citizens of all ethnic groups to support this most worthwhile effort to make the celebration of literacy a traditional part of Black History Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Oxford to be affixed this 17th day of February 2015.

KEVIN D. MCKEEHAN, MAYOR

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting Of: February 3, 2015

Account Code No. #:

Budgeted Amount:

Community Development
Originating Department

Jung-Han Chen
Prepared By:

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: JHC / 1/26/15
City Attorney:
City Manager: [signature] / 1/30/15

ORDINANCE NO.

ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAN FOR A MAJOR CHANGE TO AN APPROVED PLANNED DEVELOPMENT AT BISPHOP 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

Report Date	February 10, 2015
Case Number	PC-01-2015
Applicant Information	Robert Fiorita, New Village Communities, LLC
Requested Action	Final Planned Development Lot Split
Summary of Request	Approval of a Lot Split for a Commercial Portion of the Planned Development.
Public Hearing Information	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.
Commission Action	The Planning Commission voted 7-0-0 recommending approval of the Lot Split with conditions.
Commission Findings and Conclusions	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.

Exhibits Submitted to the Commission

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

CITY OF
OXFORD
HOME OF MIAMI UNIVERSITY

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

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 COMMERICIAL 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 out-buildings 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:

Mary Ann Eaton

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

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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)

2007- Preliminary Planned Development
2013- Final Planned Development

COMPREHENSIVE PLAN (2008)

Not applicable.

ZONING CODE REGULATIONS EXCERPTS

1143.12 GB GENERAL BUSINESS DISATRICT

(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
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: ________________ Date: 12-11-14

John Detherage
PRINTED NAME

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

SEE MEMO DATED ~~12-30-2014~~ 1-5-2014.

RECEIVED
DEC - 9 2014
City of Oxford
Engineering Division

Drawings reviewed by: V. Popescu Date: 12-30-2014

VICTOR POPESCU
PRINTED NAME

emailed to
R. Fiorita

CITY OF
OXFORD
HOME OF MIAMI UNIVERSITY

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. <u>Due to the lack of the "as built" plan, we cannot verify the correctness of the easements indicated on the submittal.</u>

If there are questions, please contact the Engineering Division.

emailed frouta 12/31/14

CITY OF
OXFORD
HOME OF MIAMI UNIVERSITY

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

____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

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

G. Alan Kyger
PRINTED NAME

CITY OF OXFORD

HOME OF MIAMI UNIVERSITY

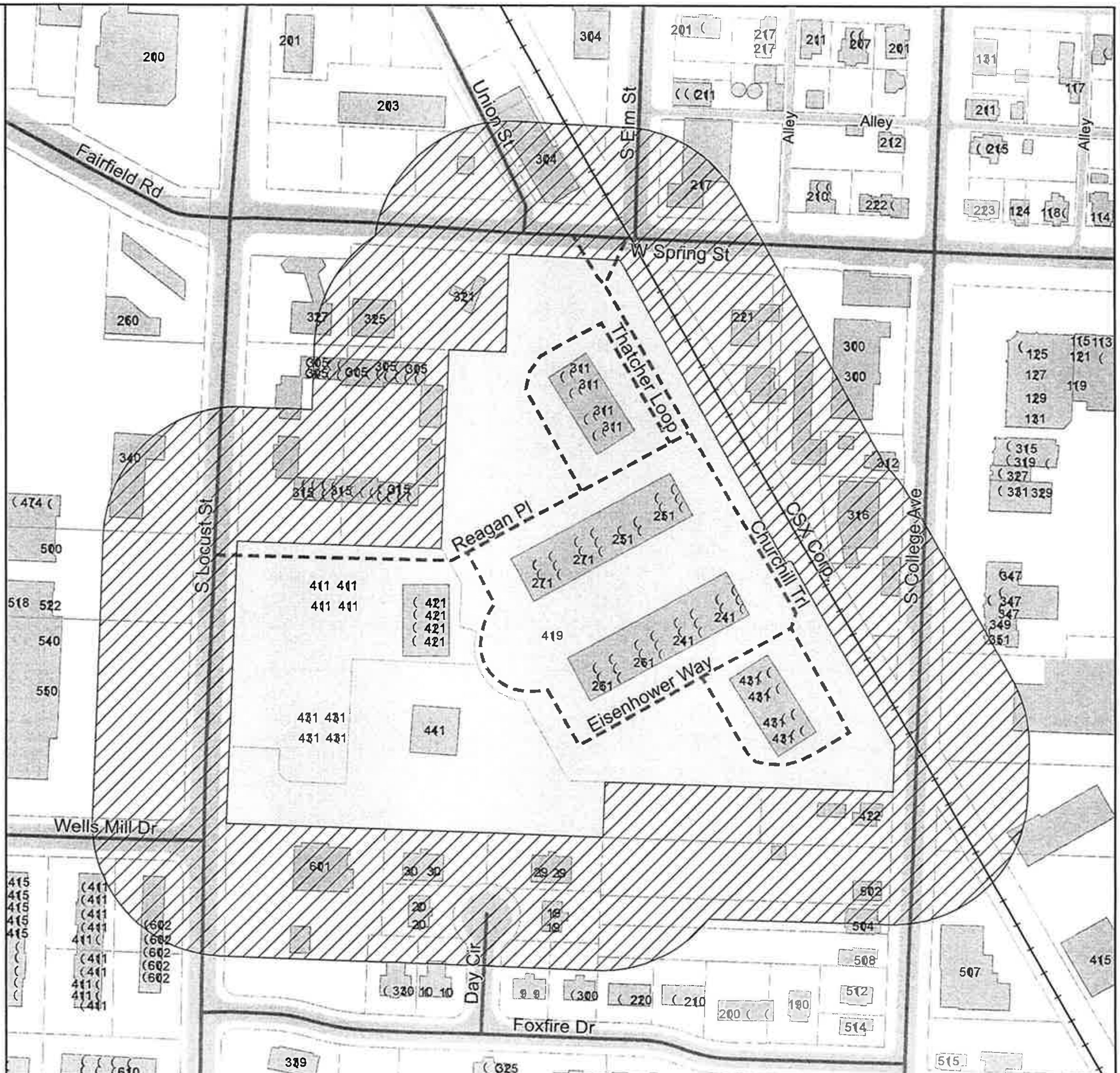
PC-2015-01
Surrounding Property Owners Map

Legend

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

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
HOME OF MIAMI UNIVERSITY

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 Wallmart 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,

Daren Redpath
Managing Member
EVR Investments, LLC

CITY OF
OXFORD
HOME OF MIAMI UNIVERSITY

Internal Use Only:
Case No. PC-2015-01
Date Filed 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 * 614-798-0900 Email Address RFIORITA@NEWVILLAGECOMMUNITIES.COM.

Owner Information

Name * ROBERT FIORITA C/O DARON REDPATH

Mailing Address * 4242 TULLER RD

City, State & Zip Code * DUBLIN, OH

Telephone Number * 614-798-0900 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 WEST CHESTER, OH 45069

Telephone Number * 513 779 7851 Email Address

Location and Lot Information

Name of Subdivision * BISHOP SQUARE

Location of Property * SOUTH LOCUST

Legal Description * +/- 4.1 ACRES

Zoning District * PUD 6B/RES Total Area * 4.1 Acres

Submission Requirements and Documentation

The application requirements (Section 1145.05[1]) 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 1145.06[1].

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 rate[3].

Sign and Date

Applicant Signature * RE NYC OXFORD COMMERCIAL, LLC ROBERT FIORITA MANAGER

Date * 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/

ROBERT
LOUIS
FIORITA
ARCHITECTS
& ASSOCIATES
INCORPORATED

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 3221created 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 s 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. ***Surveyer/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 locates 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 and 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 form 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 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 id 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 proceeded 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 Ordinance1145.06C (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 <u>increase of Open Space as a percentage to overall site area from 19% to 25%</u> ***(27%)*** The quantity, quality and interrelationship of this Plans 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 wile 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 HIGHLOGHTS THE IMPORTANT THEMES, OBJECTIVES AND GOALS IN ALL THE APPLICABLE CHAPTERS OF OXFORD'S COMPREHENSIVE PLAN***

COMPLAINCE 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 VEGITATION 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 BEEEN 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 OPENSPACES.***
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

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, EARTHEN 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 OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER WILL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR OF AND FOR PROVIDING ACCESS TO ANY CURB STOPS, 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 PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO 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. EAVES MAY ENCROACH 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.

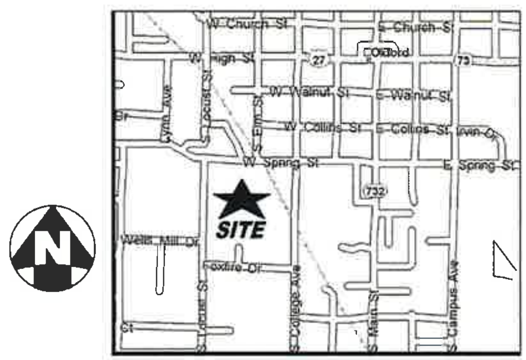
TREES SHALL BE MAINTAINED BY THE LANDOWNER AND MAY NOT BE REMOVED OR ALTERED WITHOUT FIRST RECEIVING APPROVAL FROM THE CITY OF OXFORD COMMUNITY DEVELOPMENT DEPARTMENT.

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 ME 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 ADJUSTMENT OF MANHOLES, VALVES, FIRE HYDRANT, METER PITS, ETC., TO THE SATISFACTION OF THE CITY OF OXFORD, DUE TO GRADE CHANGES, PAVING, RE-PAVING, 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.



VICINITY MAP
N.T.S.

OWNER: EVR 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 EVR INVESTMENTS LLC, AND THERE DID ACKNOWLEDGE THE SIGNING OF THE FORGOING, INSTRUMENT, AND THE SAME IS HIS FREE ACT AND DEED FOR THE USES AND PURPOSE THEREIN MENTIONED, AND THAT OF EVR INVESTMENTS LLC.

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

____
NOTARY PUBLIC, STATE OF OHIO

____
MY COMMISSION EXPIRES

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:__________
BY:__________

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.S. DATE
OHIO PROFESSIONAL SURVEYOR NO. 8033

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www.kleingers.com
6305 Centre Park Dr.,
West Chester, OH 45069
513.779.7851

SEAL

STATE OF OHIO
RANDY C WOLFE
8033
REGISTERED
PROFESSIONAL SURVEYOR

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:

SHEET NAME:
RECORD PLAT

SHEET NO.

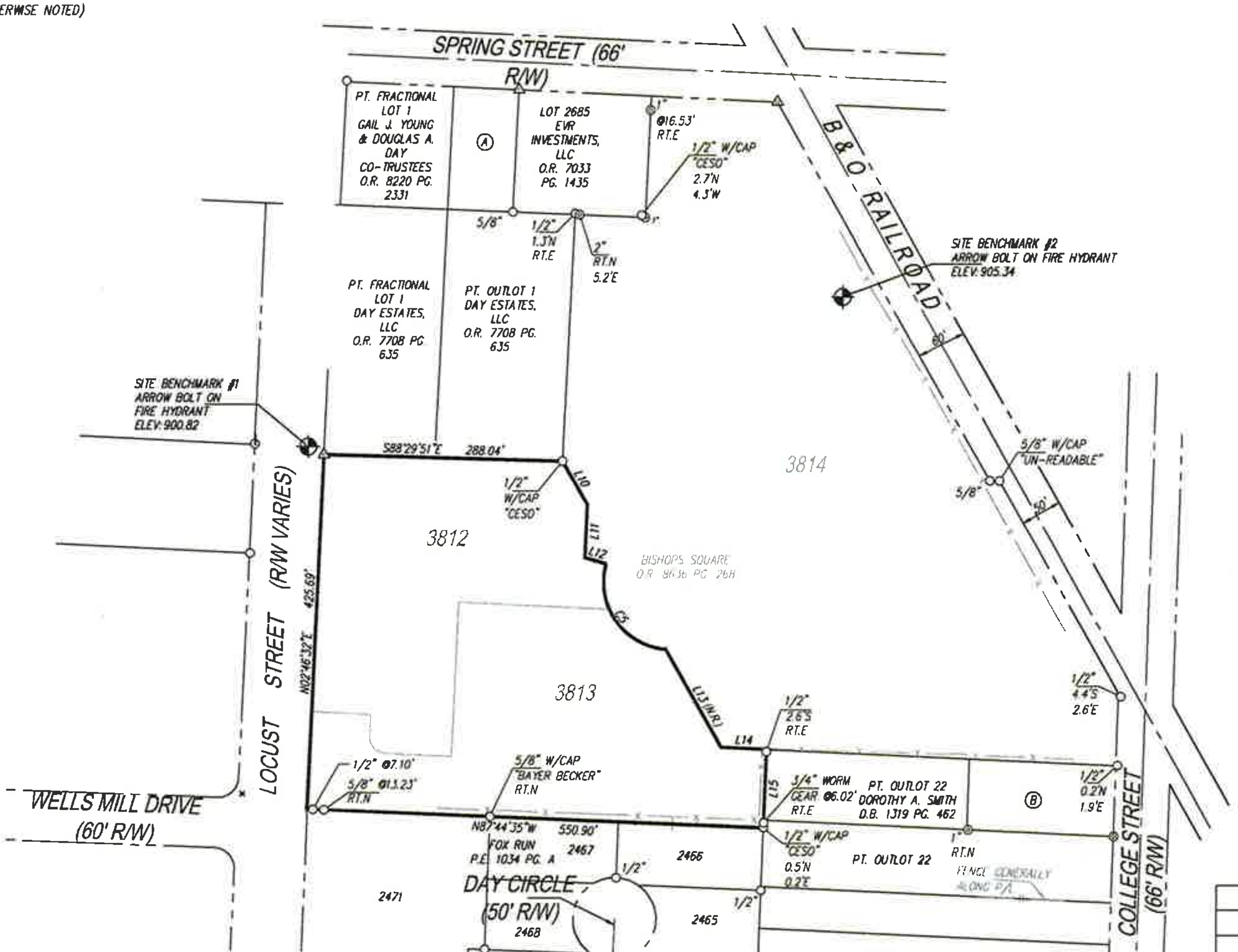
INSPIRED PEOPLE ▶ CREATIVE DESIGN ▶ TRANSFORMING COMMUNITIES

H:\Engineering2011-2012\P\120550\DWG\001\120550VRP001(RE-PLAT BISHOPS SQUARE).dwg, 11/25/2014 1:06:48 PM, randyw

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

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



LINE TABLE		
LINE	BEARING	DISTANCE
L10	S29°47'13"E	59.99
L11	S02°46'32"W	63.86
L12	S74°10'06"E (NR)	26.64
L13	S29°32'11"E	134.60
L14	S87°24'26"E	54.89
L15	S02°15'25"W	94.28

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C5	81.00	143.18	101°16'45"	S35°08'52"E	125.25

NOTES:
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 (OSPC) -SOUTH ZONE. THE PROJECT COORDINATES ARE BASED ON OSPC AND HAVE BEEN SCALED TO GROUND BY USING A PROJECT ADJUSTMENT FACTOR OF 1.0000994180 APPLIED AT A BASE POINT OF N:556,424.96 E:1,333,949.16. GRID AND GROUND COORDINATES ARE IDENTICAL AT THE BASE POINT.
5. VERTICAL DATUM IS BASED ON THE OHIO DEPARTMENT OF TRANSPORTATIONS VIRTUAL REFERENCE STATIONING SYSTEM (NAVD 88'). BENCHMARKS ARE AS SHOWN.

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West Chester, OH 45069
513.779.7851

SEAL: STATE OF OHIO RANDY C. WOLFE 8033 REGISTERED PROFESSIONAL SURVEYOR

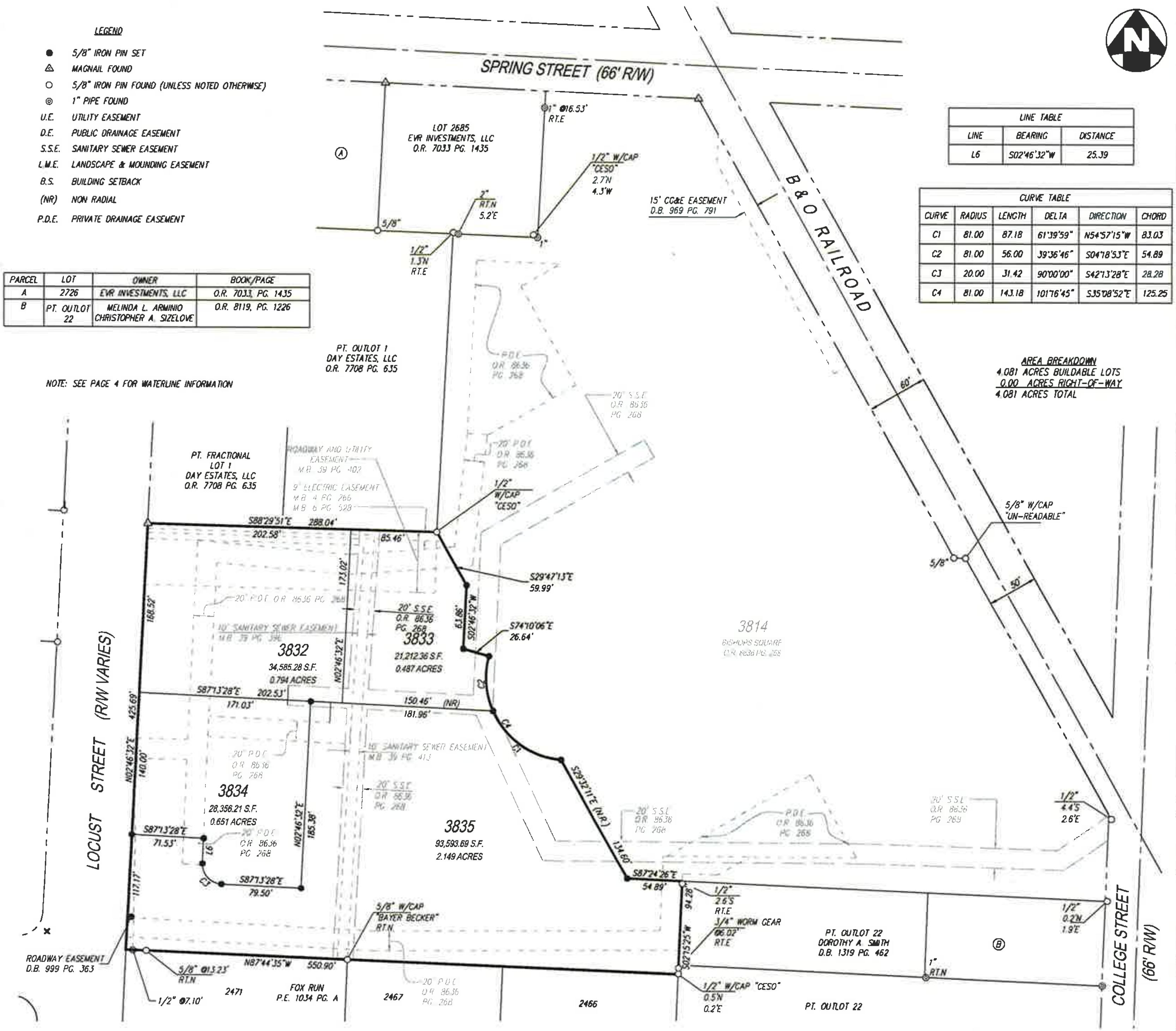
NO.	DATE	DESCRIPTION
1	11-21-14	PLAT

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"=100' 0 50 100 200

SHEET NAME: RECORD PLAT



LEGEND

- ● 5/8" IRON PIN SET
- △ MAGNAIL 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
- (NR) NON RADIAL
- P.D.E. PRIVATE DRAINAGE EASEMENT

PARCEL	LOT	OWNER	BOOK/PAGE
A	2726	EVR INVESTMENTS, LLC	O.R. 7033, PG. 1435
B	PT. OUTLOT 22	MELINDA L. ARMINIO CHRISTOPHER A. SIZELOVE	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	DIRECTION	CHORD
C1	81.00	87.18	61°39'59"	N54°57'15"W	83.03
C2	81.00	56.00	39°36'46"	S04°18'53"E	54.89
C3	20.00	31.42	90°00'00"	S42°13'28"E	28.28
C4	81.00	143.18	101°16'45"	S35°08'52"E	125.25

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

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STATE OF OHIO ★ RANDY C. WOLFE 8033 ★ REGISTERED PROFESSIONAL SURVEYOR

NO	DATE	DESCRIPTION
1	11-21-14	PLAT

BISHOPS SQUARE PHASE II

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BISHOPS SQUARE
SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

PROJECT NO: 120550VRP001
DATE: 11-24-14
SCALE: 1"=60'
0 30 60 120

SHEET NAME: RECORD PLAT

SHEET NO: 3 OF 4

INSPIRED PEOPLE ▸ CREATIVE DESIGN ▸ TRANSFORMING COMMUNITIES

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

LEGEND

W.L.E. WATERLINE EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L6	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	83.03
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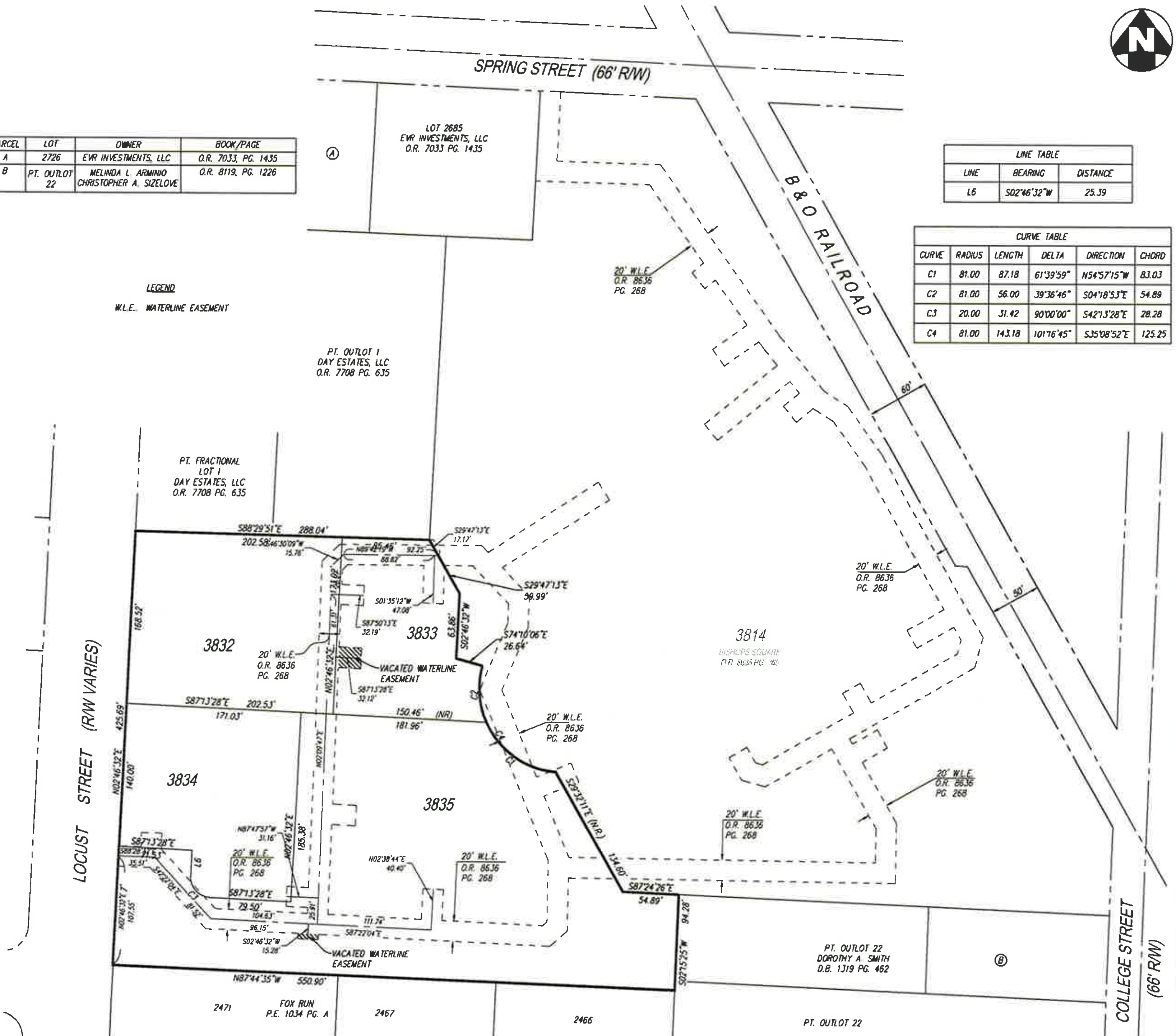

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SEAL

STATE OF OHIO
RANDY C. WOLFE
8033
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NO.	DATE	DESCRIPTION
1	11-21-14	PLAT

BISHOPS SQUARE PHASE II

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BISHOPS SQUARE
SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

PROJECT NO: 120550VRP001

DATE: 11-24-14

SCALE: 1"=60'

0 30 60 120

SHEET NAME: **RECORD PLAT**

SHEET NO. **4 OF 4**

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INSPIRED PEOPLE ▸ CREATIVE DESIGN ▸ TRANSFORMING COMMUNITIES

THE
KLEINGERS
GROUP

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.

THE KLEINGERS GROUP

CINCINNATI
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6305 Centre Park Drive
West Chester, OH 45069
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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.

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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.

THE KLEINGERS GROUP

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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.

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

1. Construction and Maintenance.

1.1 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 1.1(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 <u>Construction and Maintenance of Access Facilities, Parking Facilities, and Outdoor Amenities on the Residential Parcel.</u>

(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 1 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 1 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 1 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 Bulter 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

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: ___________

NOTARIAL SEAL STATE OF OHIO

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.

____
Notary Public
My commission expires: ___________

NOTARIAL SEAL STATE OF OHIO

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

Image ID: 000008624770 Type: OFF
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BK 8636 PG 302

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 1st 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:

1. 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.

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

EVR INVESTMENTS, LLC,
an Ohio limited liabilty company

By: ______________________
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.

____
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

STATE OF OHIO

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

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

By: MANAGER
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: ___________

NOTARIAL SEAL STATE OF OHIO

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 Joinder as of the date first written above.

RE NVC OXFORD RESIDENTIAL, LLC,
an Ohio limited liabilty 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: ___________

NOTARIAL SEAL
STATE OF OHIO

JEFFREY A. AUKER, 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

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 266.

NKA lots 3812+3813+3814

Image ID: 000008624776 Type: OFF
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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 lots 3812 + 3813

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 266.

NKA lot 3814

EXHIBIT D

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

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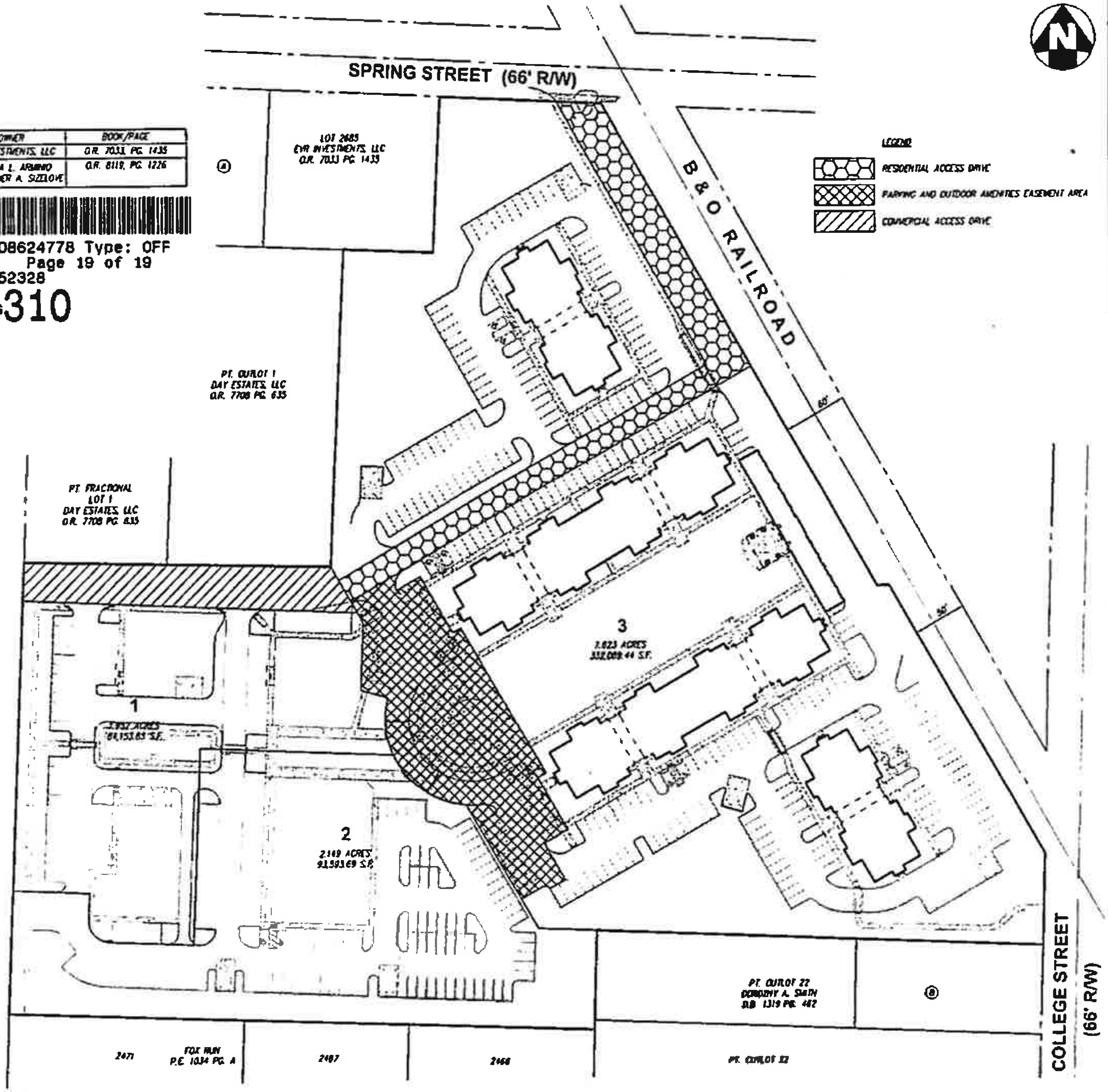
BK 8636 PG 310



THE KLEINGERS GROUP

CIVIL ENGINEERING
SURVEYING
LANDSCAPE ARCHITECTURE
www.kleingers.com

SEAL

STATE OF OHIO
RANDY C. WOLFE
8033
REGISTERED PROFESSIONAL SURVEYOR

EASEMENT EXHIBIT
BISHOPS SQUARE

SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

PROJECT NO. 120550VEA001
DATE 9/23/2013
SCALE 1"=60'
0 30 60 120

SHEET NAME
EASEMENT AREAS

SHEET NO.
1 OF 1

INSPIRED PEOPLE CREATIVE DESIGN TRANSFORMING COMMUNITIES

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

Image ID: 000008624744 Type: OFF
Recorded: 10/04/2013 at 02:03:34 PM
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

1. 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).

(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.

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.

EVR INVESTMENTS, LLC,
an Ohio limited liabilty company

By:
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.

Notary Public
My commission expires: ___________

STATE OF OHIO

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.

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: ____________

NOTARIAL SEAL STATE OF OHIO

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, 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: ____________

NOTARIAL SEAL STATE OF OHIO

JEFFREY A. AUKER, 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

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 266. 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. 8636, Pages 266.

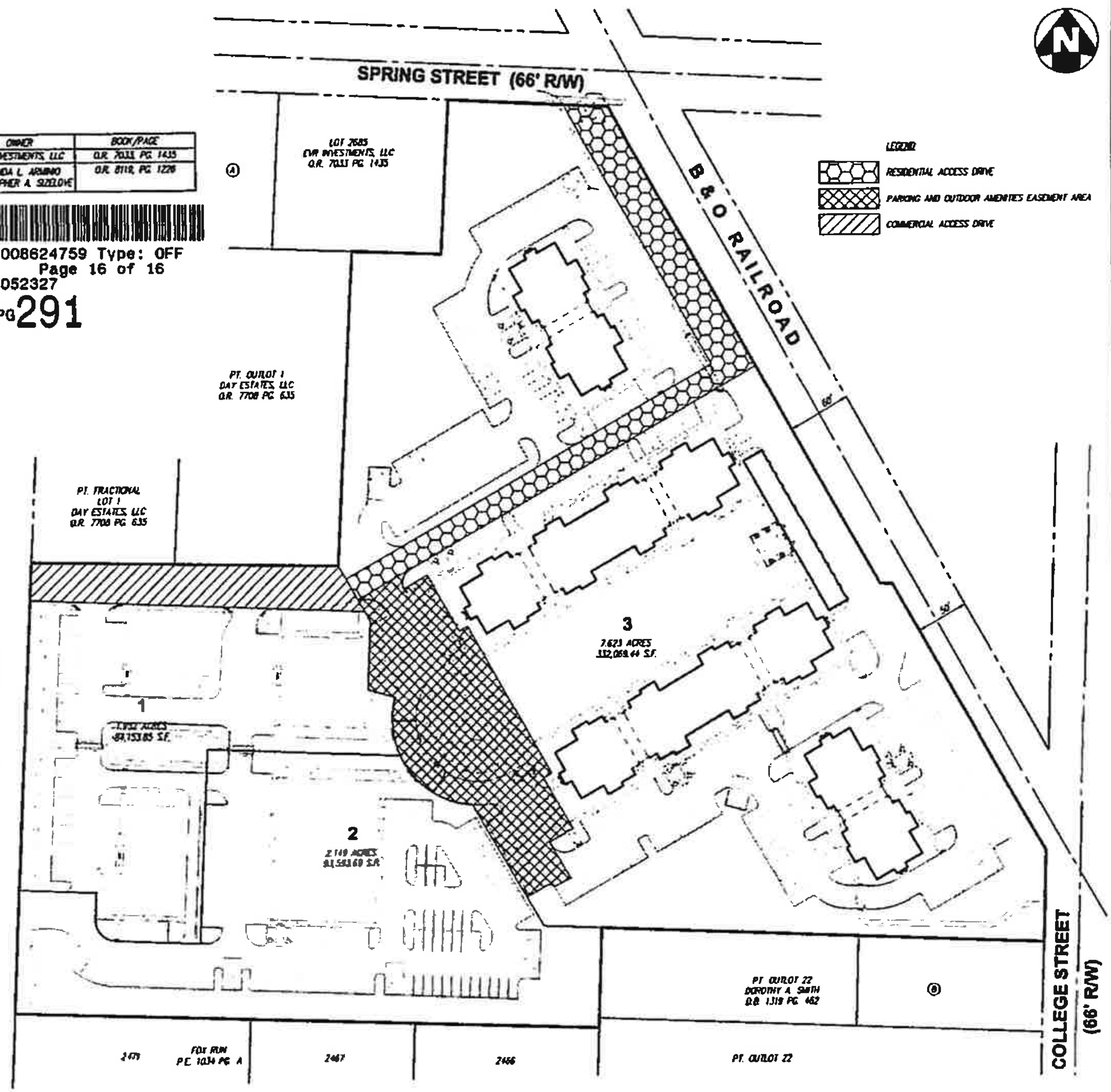
~~NKA~~ NKA lots 3812+3813

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 266.

NKA lot 38114

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



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SEAL

STATE OF OHIO
RANDY C. WOLFE
8033
REGISTERED
PROFESSIONAL SURVEYOR

NO.	DATE	DESCRIPTION
1	9/23/2013	EASEMENT EXHIBIT-MDH

EASEMENT EXHIBIT
BISHOPS SQUARE

SECTION 27, TOWN 5, RANGE 1
CITY OF OXFORD
BUTLER COUNTY, OHIO

PROJECT NO.:
DATE:
SCALE:

SHEET NAME:
EASEMENT AREAS

SHEET NO.
1 OF 1

INSPIRED PEOPLE ▲ CREATIVE DESIGN ▲ TRANSFORMING COMMUNITIES

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Manager
Originating Department

Council Meeting Of: February 3, 2015

Doug Elliott
Prepared By

Account Code No. #: N/A

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 if 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:	DRE / MAE	1/30/15
City Manager:		

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

EXHIBIT "A"

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.

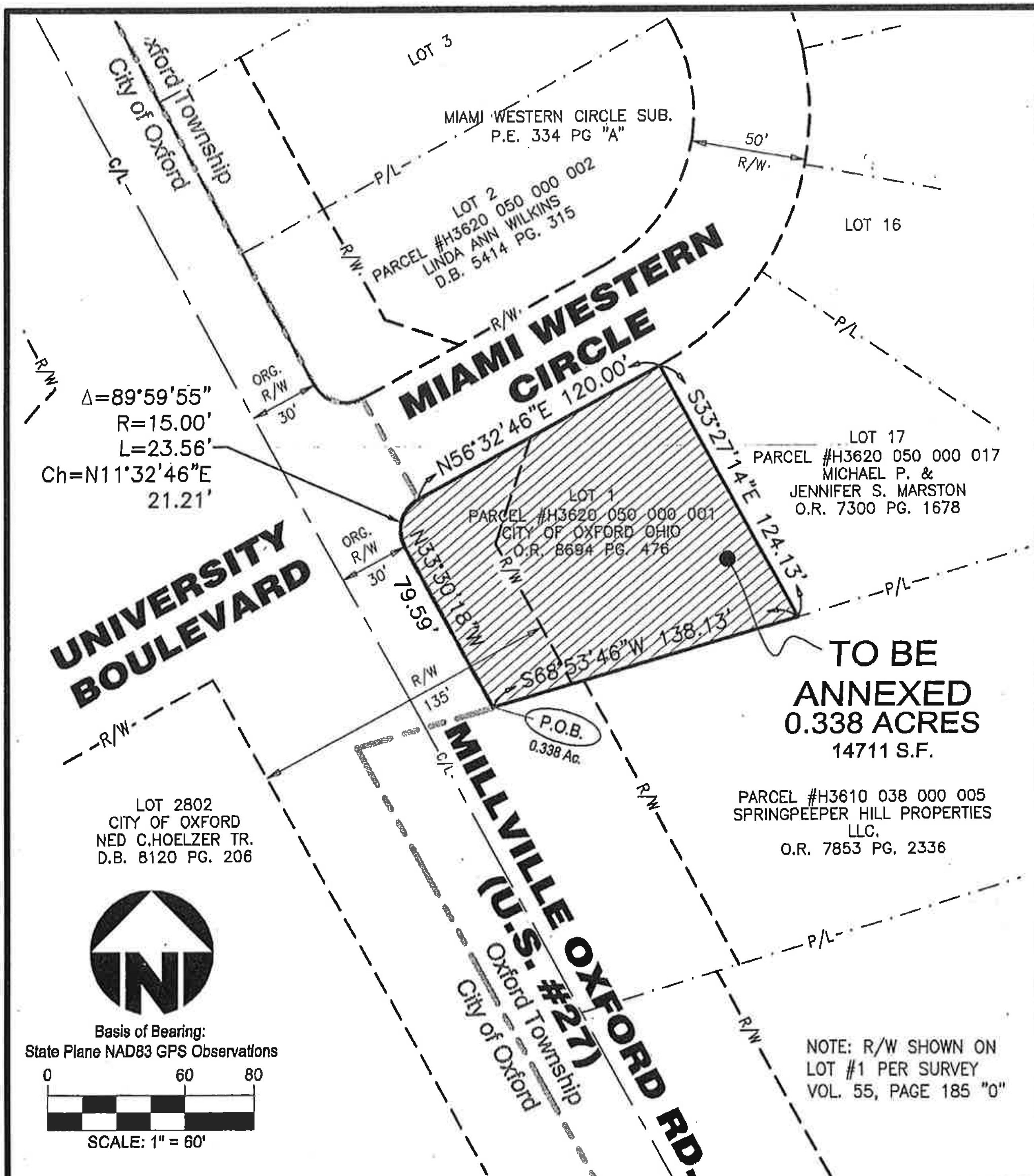
6900 Tylersville Road, Suite A
Mason, Ohio 45040
513-336-6600

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

Engineering – Surveying – Landscape Architecture – Planning
www.bayerbecker.com



Drawing: 14D022-000 AX	**LOT #1**	**bayer becker**
Scale 1" = 100'	**MIAMI WESTERN CIRCLE SUB.**	
Drawn by: DDS	**PLAT ENVELOPE 334, PAGE "A"**	
Checked By: BRJ	**SECTION 35, TOWN 5, RANGE 1**	
Issue Date: 05-29-14	**OXFORD TOWNSHIP**	318 S. College Avenue
	BUTLER COUNTY, OHIO	Oxford, OH 45056 - 513.523.4270
	ANNEXATION PLAT	

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Council Meeting of: February 17, 2015

Service Department
Originating Department

Account Code #: N/A

David Treleaven
Prepared By

Budgeted Amount: N/A

February 6, 2015
Date Prepared

Agenda Title:	Environmental Commission Meeting of February 4, 2015

Recommendation:	For Review and Consideration

Discussion:

Environmental Commission members present at the Wednesday, February 4, 2015 meeting were: Chair, Mr. Wright Gwyn; Vice-Chair, Mr. Vince Hand; City Council Representative, Ms. Kate Rousmaniere; Planning Commission Representative, Mr. Robert Bell, Mr. Kevin Armitage, and Mr. Ted Wong, A quorum was present, as all Commissioners were in attendance. Mr. Russell Auwae, a Miami University Institute for the Environment & Sustainability (IES) graduate student, was also in attendance.

The minutes from the January 7, 2015 Environmental Commission meeting were unanimously accepted as presented.

Mr. Auwae updated Commissioners on his graduate-level Practicum project of locating and mapping structural stormwater best management practices (BMP) control features throughout the community. This Practicum is a continuation of a previous IES student team project, in which Mr. Auwae participated. Utilizing LIDAR (Light Detection and Ranging) topographic imagining in combination with orthographic maps of several resolutions (from 300 feet square down to 20 feet square) of the community from the United States Geologic Survey, Mr. Auwea has located approximately 30 additional storm water retention/detention basins, for a total of approximately 70 within the community. Mr. Auwea has also created an interactive mapping feature displaying the location, type of stormwater BMP, and an image on the BMP (if possible) that was identified throughout the community during both the IES PSP and his Practicum, which is ultimately intended to be incorporated into an Oxford stormwater management webpage. Commissioners asked that a glossary be added to the interactive map.

Ms. Rousmaniere updated Commissioners on the February 3rd City Council meeting. City Council was asked to accept a report entitled "Shaping our Sustainable Community - An Area Plan for the South Side of Oxford" (dated May 2011) into the Oxford Comprehensive Plan. Action was tabled at the City Council meeting. The Environmental Commissioners indicated that they wished to be included in future discussion and/or actions associated with this report, and indicated their belief that a public education process would be appropriate prior to further actions on the report.

(Continued)

Approved By:

	Initial	Date
Department Head:	NBD	2/10/15
City Manager:	DRF	2/13/15

Proposals for Oxford's electrical aggregation service had been due by 5:00 p.m. on Wednesday, February 4th. The Commission reviewed the Request for Proposal, and was pleased that electrical options for 50% and 100% renewable energy were being considered as two of three customer options.

City of Oxford MLE

A matching funds grant from ~~the~~ Ohio Department of Natural Resources to assist in additional development of the Oxford Area Trail System and "Safe Routes to School" program has been awarded to the ~~Oxford Visitors Bureau~~. The matching fund amount is reportedly $85,000, of which approximately $40,000 is expected from existing funds associated with past efforts regarding the Oxford Area Trail System. Commissioners were informed that private contributions are now being accepted and of Miami University potentially making a financial and/or service-in-kind contribution(s).

Staff was contacted by Mr. John Cody, Director of Landscape Architecture Production for Bayer Becker, and working on a tree planting plan for a Southpointe Parkway development proposal. Mr. Cody informed Staff that there were two different street tree planting spacing requirements in Oxford's Codified Ordinance Chapter 935 (Trees, Shrubs and Other Plants). Commissioners unanimously approved recommending to City Council revision of Section 935.12 (New Developments) to reflect the street tree spacing requirements (based upon the tree lawn widths and/or the size classification of the trees) presented in Section 935.06 (Spacing). The revised Section is proposed as follows:

935.12 NEW DEVELOPMENTS.

Developers shall plant trees in tree lawns in all subdivisions ~~a minimum of every thirty feet~~ according to the specifications of *Section 935.06 in* this chapter and the Oxford Zoning Code. The Oxford Planning Commission shall require a landscaping plan for all subdivisions, Planned Unit Developments and commercial developments.

An electronic draft of the Storm Water Management Design Manual had previously been provided to the Commissioners for their review. Mr. Gwyn had compiled comments and edits into a working draft and provided it to Staff. Discussion indicated that Commissioners were pleased with the inclusion of the various storm water BMPs (beyond the standard detention-retention basins) in the pending revised Manual, both in general (as text in Chapter 4 of the Manual) and in detail (Appendix I – IV).

Descriptions of solid waste and recycling programs for seven regional municipalities had previously been provided to the Commissioners. The programs ranged from strict volume-based to unlimited amounts, with some providing for combinations, based upon the customers' needs and preference. Mr. Gwyn had prepared a summary table intended to facilitate rapid comparison of the various components of these programs. Commissioners were instructed to review the programs and summaries with the intent of developing a volume-based component for Oxford's next solid waste contract request.

The Earth Day Proclamation for 2015 was reviewed. Commissioners unanimously approved the Proclamation and requested Staff forward the proclamation on to City Council for their consideration.

The Commission adjourned at 8:40 p.m. The next scheduled meeting of the Environmental Commission is on Wednesday, March 4, 2015 at 7:00 p.m., in the Municipal Building's Second Floor Conference Room.

Staff Note: Staff will propose amending the above Section following a review of this and related Chapters and consulting with the City Attorney. MBD

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

City Manager
Originating Department

Council Meeting Of: February 17, 2015

Doug Elliott
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

February 12, 2015

Date Prepared

Agenda Title: A Resolution authorizing the City Manager to enter into an agreement with American Electric Power (AEP) for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of thirty six (36) months.

Recommendation: Adopt the Resolution

Discussion:

The City Manager met with representatives from Eagle Energy to review proposals received from the City's Request for Proposal (RFP) for Governmental Electric Aggregation Service. Fourteen Certified Residential Electric Suppliers were asked to respond with only three responding (AEP, Constellation and IGS). IGS was eliminated due to higher pricing. The pricing from AEP and Constellation is similar with AEP having lower pricing for a one year term and Constellation having lower pricing for a three year term. Constellation's contract contains provisions the City cannot agree to and shifts some risk to the City. The AEP contract does not contain those risk provisions. The City Manager recommends entering into a 3 year agreement with AEP. Also, the offer letter to eligible customers will be structured so that the primary offer in the City's Electric Aggregation Program is 100% renewable energy (at $0.05685)for 3 years unless they opt out. Also, the letter will state that there is an opt in option for 0% renewable energy at a lower price (at $0.05631). The opt in option will require a telephone call to AEP. The savings to an electric consumer using 9,000 kWh per year is $38.25 for 100% renewable energy and $43.11 for 0% renewable energy compared to the present Duke standard service offer of $0.0611 per kWh.

The proposed Resolution will authorize the City Manager to sign a three year agreement with AEP for 100% renewable energy and 0% renewable energy. The final price is subject to change and may be slightly higher or lower when the contract is actually signed.

Approved By:

	Initial	Date
Department Head:		\
City Manager:	DRF	\ 2/13/19

ELECTRIC RFP EVALUATION
PRICES SECTION

RESPONDERS:		AEP			CONSTELLATION			IGS		
PRICES.										
(1) Pricing type.		Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
(2) Prices:		0%	50%	100%	0%	50%	100%	0%	50%	100%
	12 months	$ 0.05582	$ 0.05631	$ 0.05679	$ 0.05600	$ 0.05675	$ 0.05750	$ 0.06400	$ 0.06500	$ 0.06600
	24 months	$ 0.05401	$ 0.05457	$ 0.05514	$ 0.05380	$ 0.05455	$ 0.05530	$ 0.06040	$ 0.06140	$ 0.06340
	36 months	$ 0.05631	$ 0.05608	$ 0.05685	$ 0.05460	$ 0.05535	$ 0.05610	$ 0.06340	$ 0.06440	$ 0.06540
(3) Green option.		Wind			Wind			Wind		
(4) Opt-in Option		Yes			OK			No		
(5) Demand response programs.		No Response			Yes			None		
(6) Indicative price policy.		MSA executed			MSA executed			Fixed @ 2%		
TOTAL PRICES - MAX 66 POINTS		66			66			33		

NOTE: All pricing is indicative as of January 29, 2015.

CITY OF OXFORD
ELECTRIC AGGREGATION BILL COMPARISON

	Oxford 600 kWh per Month			Typical 1000 kWh per Month		
Percent Green	0%	50%	100%	0%	50%	100%
Duke Energy:						
Delivery Charges	$ 36.34	$ 36.34	$ 36.34	$ 53.34	$ 53.34	$ 53.34
Generation Charges	36.64	36.64	36.64	61.07	61.07	61.07
Total Bill	$ 72.98	$ 72.98	$ 72.98	$ 114.41	$ 114.41	$ 114.41
Aggregation Bill; Duke delivery + AEP Generation Supply:						
12 Month Term						
Duke Delivery Charges	$ 36.34	$ 36.34	$ 36.34	$ 53.34	$ 53.34	$ 53.34
AEP Supply	33.49	33.79	34.07	55.82	56.31	56.79
Total	$ 69.83	$ 70.12	$ 70.41	$ 109.16	$ 109.65	$ 110.13
Savings	$ 3.15	$ 2.86	$ 2.57	$ 5.25	$ 4.76	$ 4.28
	4.3%	3.9%	3.5%	4.6%	4.2%	3.7%
Green Differential	$ -	$ 0.29	$ 0.58	$ -	$ 0.49	$ 0.97
24 Month Term						
Duke Delivery Charges	$ 36.34	$ 36.34	$ 36.34	$ 53.34	$ 53.34	$ 53.34
AEP Supply	32.41	32.74	33.08	54.01	54.57	55.14
Total	$ 68.74	$ 69.08	$ 69.42	$ 107.35	$ 107.91	$ 108.48
Savings	$ 4.24	$ 3.90	$ 3.56	$ 7.06	$ 6.50	$ 5.93
	5.8%	5.3%	4.9%	6.2%	5.7%	5.2%
Green Differential	$ -	$ 0.34	$ 0.68	$ -	$ 0.56	$ 1.13
36 Month Term						
Duke Delivery Charges	$ 36.34	$ 36.34	$ 36.34	$ 53.34	$ 53.34	$ 53.34
AEP Supply	33.19	33.65	34.11	55.31	56.08	56.85
Total	$ 69.52	$ 69.98	$ 70.45	$ 108.65	$ 109.42	$ 110.19
Savings	$ 3.46	$ 3.00	$ 2.53	$ 5.76	$ 4.99	$ 4.22
	4.7%	4.1%	3.5%	5.0%	4.4%	3.7%
Green Differential	$ -	$ 0.46	$ 0.92	$ -	$ 0.77	$ 1.54
Duke Price-To-Compare	$ 0.0611	$ 0.0611	$ 0.0611	$ 0.0611	$ 0.0611	$ 0.0611
AEP PTC:						
12 Month Term	$ 0.05582	$ 0.05631	$ 0.05679	$ 0.05582	$ 0.05631	$ 0.05679
	-9.5%	-8.5%	-7.6%	-9.5%	-8.5%	-7.6%
24 Month Term	$ 0.05401	$ 0.05457	$ 0.05514	$ 0.05401	$ 0.05457	$ 0.05514
	-13.1%	-12.0%	-10.8%	-13.1%	-12.0%	-10.8%
36 Month Term	$ 0.05631	$ 0.05608	$ 0.05685	$ 0.05631	$ 0.05608	$ 0.05685
	-8.5%	-9.0%	-7.5%	-8.5%	-9.0%	-7.5%

RECENT ALTERNATIVE SUPPLIER RATES

Community	Effective	Rate	Oxford - Three Year Term					
			0%		50%		100%	
Deer Park	November 1, 2014	$ 0.0626	$ 0.05631	-10.0%	$ 0.05608	-10.4%	$ 0.05685	-9.2%
Colerain Township	January 1, 2015	$ 0.0583	$ 0.05631	-3.4%	$ 0.05608	-3.8%	$ 0.05685	-2.5%
Reading	January 1, 2015	$ 0.0584	$ 0.05631	-3.6%	$ 0.05608	-4.0%	$ 0.05685	-2.7%
Sycamore Township	January 1, 2015	$ 0.0584	$ 0.05631	-3.6%	$ 0.05608	-4.0%	$ 0.05685	-2.7%
Delhi Township	January 1, 2015	$ 0.0589	$ 0.05631	-4.4%	$ 0.05608	-4.8%	$ 0.05685	-3.5%
Silverton	February 1, 2015	$ 0.0584	$ 0.05631	-3.6%	$ 0.05608	-4.0%	$ 0.05685	-2.7%
Average		$ 0.0592	$ 0.05631	-4.8%	$ 0.05608	-5.2%	$ 0.05685	-3.9%
Cincinnati*	December 1, 2014	$ 0.05682					$ 0.05685	0.0%

* Rate = Duke PTC - 7%.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMERICAN ELECTRIC POWER (AEP) FOR THE PROCUREMENT OF ELECTRICITY GENERATION FOR THE CITY OF OXFORD'S ELECTRIC AGGREGATION PROGRAM FOR A PERIOD OF THIRTY SIX (36) MONTHS.

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

SECTION 1: The City Manager recommends Council authorize him to enter into an agreement in a form substantially similar to Exhibit "A" attached hereto and acceptable to the Law Director, with AEP for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of thirty six (36) months.

SECTION 2: Council accepts the recommendation of the City Manager and hereby authorizes him to enter into an agreement in a form substantially similar to Exhibit "A" attached hereto and acceptable to the Law Director, with AEP for the procurement of electricity generation for the City of Oxford's Electric Aggregation Program for a period of thirty six (36) months.

SECTION 3: 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)

EXHIBIT "A"

CONFIDENTIAL

GOVERNMENT AGGREGATION MASTER RETAIL SUPPLY AGREEMENT

This Government Aggregation Master Retail Supply Agreement ("Agreement") is entered into as of the following date: ("Effective Date"). The parties are the following:

AEP Energy, Inc. ("AEP Energy")	**("Government Aggregator")** **Federal Tax ID:** ______________
Address for Notices: 155 W. Nationwide Blvd., Suite 500 Columbus, OH 43215 Attn: Legal Department Toll Free number: 1-866-258-3782 www.aepenergy.com	**Address for Notices:** ______________ ______________ Attn: ______________ Phone: ______________ Facsimile: ______________

GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL SUPPLY AGREEMENT

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio ("PUCO") or by PJM Interconnection LLC ("PJM" or Regional Transmission System Operator ("RTO")) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio. This Agreement as well as the Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements shall form a single agreement between the parties (collectively referred to as the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 Government Aggregator Obligations. The Government Aggregator is and shall maintain its certification by the PUCO as a government aggregator in connection with retail electricity power sales for the duration of this Agreement pursuant to the Section 4928.20 of the Ohio Revised Code and 4901: 1-24-01, et. Seq. OAC. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the "Opt-out Aggregation Program" or "Program"). The Government Aggregator shall designate AEP Energy as the Competitive Retail Electric Service (CRES) Provider of record for purpose of supplying full requirements electric power services to its residents and small commercial businesses (as defined in Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan. The operation and governance plan adopted shall detail the services to be provided under the aggregation and specify all Customer (as hereinafter defined) rights and obligations under the aggregation. The plan shall be sufficiently detailed to allow prospective Customers to readily understand the services that the Government Aggregator is to provide and to compare those services to similar services provided by competitive suppliers. In coordination with the Government Aggregator, AEP Energy may send out enrollment forms to the prospective Customers or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply power for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its municipal territory. Government Aggregator shall not enter into any type of electric power supply arrangement with a CRES Provider other than AEP Energy on behalf of its residents for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to "opt-out" and by responding to related inquiries with factual information about the services.

1.2 Opt-out and Required Customer Notifications. The Government Aggregator shall provide to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. The Government Aggregator, in compliance with Ohio law, shall notify prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program ("Customers") shall be informed of the terms and conditions for service including pricing, term duration, and any termination fees associated with cancellation by the Customers, the Government Aggregator, AEP Energy or by the electric utility responsible for delivery ("EDU").

1.3 Customer Historical Load Forecast Information. The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical load and load forecast information, related to the Customer's usage, from the EDU or other supplier. Government Aggregator shall promptly provide any notices from the EDU in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the EDU system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to provide electric power and power related services to Customers. AEP Energy services include the procurement of generation, bypassable transmission services, and the arrangement of distribution services through the EDU to Customers' delivery point(s). The Government Aggregator agrees and acknowledges that the EDU will provide distribution services to such delivery point. To the extent that any services or requirements are provided by the EDU, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the EDU, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide power and power related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRES by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in Attachment A.

1.5 Customer Service Requests. Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, power outages, wire or service maintenance, metering, service billing or other similar EDU related concerns should be addressed directly with the EDU.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall remain in effect until the later of the end of the last day of the [twenty-fourth (24th)] billing cycle for the Customer(s) with the latest billing cycle or [DATE] as set forth elsewhere in this Agreement; provided, however, that no Customer shall be served by AEP Energy for more than [twenty-four (24)] billing cycles. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the EDU, on or after [DATE] and after AEP Energy receives confirmation that the EDU has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Customers enrolled in the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRES or will be switched to EDU service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Change in Law or Regulation. In the event that any new, or any change in any existing, statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or Electric Distribution Company ("EDC"), Independent Service Operator, RTO or other regulated service provider, increases or decreases ~~alters to the detriment of~~ AEP Energy ~~its~~ costs to perform or its economic returns under this Agreement (a "Change in Law Event"), AEP Energy may revise the pricing under this Agreement so that AEP Energy may be restored to a reasonably similar economic position that it would have been in but for the occurrence of such Change in Law Event. Such Change in Law Events may include, but are not limited to, implementation of changes to or adjustments in the implementation of PJM settlements or new or changed PJM and EDC charges for transmission, capacity and ancillary services, or generation adequacy rules, regulations implementing installed capacity obligations, emission allowance requirements, obligations associated with environmental or energy law and regulations (including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls) or otherwise. Weather related events are excluded from Section 2.2.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

(i) The EDU will not provide consolidated billing consistent with previous practice; or.

(ii) The Government Aggregator does not receive the required approval to move forward with the Program;~~-or~~

~~(iii) If at any time during the Program, the Price to Compare ("PTC"), as calculated by AEP Energy, and, in effect, subsequently decreases and results in a lower PTC.~~

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of the Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the EDU or to select an alternate CRES Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide power and power related services to the Customers, and shall arrange for distribution service to the Customers by the EDU.

3.2 Customer Pricing. During the Term, AEP Energy shall provide power and power related services to all Customers at the price set forth on Attachment A (the "Price"). ~~Any non-bypassable charges and fees approved by the PUCO and not included in the Price to Compare ("PTC") as of the Effective Date will be billed at their full rate. From the Effective Date of this Agreement up to the date in which AEP Energy or Government Aggregator mails out notice of this Opt-out Aggregation Program to prospective Customers, AEP Energy reserves the right to adjust the pricing in Attachment A to reflect current market conditions or any updated usage data, historical load information or load forecast information and maintain the original expected economic position ("Change in Price Event"). Should a Change in Price Event occur, AEP Energy will provide notice of the revised price to the Government Aggregator. Parties must mutually agree to the revised price for the Program to move forward. If the parties are unable to agree upon modification(s) to this Agreement within 30 days of such notice, this Agreement shall terminate.~~

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Pass-through Costs.

Customer shall be responsible for payments to the EDU and shall be solely responsible for late charges, interests, or penalties imposed by the EDU as a result of Customer's failure to timely pay the EDU charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRES, then Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to Customer by the EDU and/or other provider(s) prior to switch date shall be the responsibility of Customer or accrue to the benefit of Customer as appropriate. Customer shall use commercially reasonable efforts to respond to these obligations directly with the EDU and/or other provider(s). ~~If such late charges, interest, or penalties are directed to AEP Energy as the CRES, then Customer shall reimburse AEP Energy for any amounts paid. Customer shall hold AEP Energy harmless for Customer's failure to pay these obligations in a timely fashion.~~

4.2 Billing. Consolidated billing shall be provided to Customers directly by the EDU to the EDU's meter read and billing cycle for Customers. Such bills will contain both EDU and AEP Energy charges. ~~AEP Energy will offer budget billing to Customers. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU's tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.~~

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) days after notice is given; (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 Force Majeure. If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including, but not limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the EDU or RTO to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel, energy, or power, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to a Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's electrical system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF POWER OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FULL REQUIREMENTS RETAIL ELECTRIC SUPPLY TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Ohio;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator. Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result a breach or violation of the Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRES provider for the Customers for the Term;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of its responsibilities ~~all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks~~ and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply power and power related services to meet the obligations of Customers.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. AEP Energy and Government Aggregator agree to keep all proprietary and trade secret terms and provisions of this Agreement confidential to the extent permitted by law and subject to the requirements of the Ohio Revised Code § 149.43. Government Aggregator agrees to notify AEP Energy when any request for such information is made by a third party; provided, however, each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, attorneys, auditors, accountants, and shareholders as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If disclosure is sought through process of a court, or a state or federal regulatory agency, the party from whom the disclosure is sought shall promptly notify the other party to allow it the opportunity to participate in such proceedings.

ARTICLE 10 - MISCELLANEOUS

10.1 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, facsimile, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email and facsimile shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 Entire Agreement. This Agreement, including all attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

10.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the attachments hereto, the provisions of the Agreement shall control.

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.7 Assignment. This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and

Customers agree that AEP Energy shall have no further obligations regarding future performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the attachments. Subject to the foregoing, this Agreement and its attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 Forward Contract. The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant.

10.9 Press Releases. Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve any press releases in connection with this Agreement prior to publication or release.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by facsimile, e-mail or other electronic means as though it were an original.

10.11 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date set forth above.

AEP ENERGY, INC.

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

ATTACHMENT A:

GOVERNMENT AGGREGATION MASTER RETAIL SUPPLY AGREEMENT CUSTOMER PRICING AND ADDITIONAL TERMS

Attachment A to Government Aggregation Master Retail Supply Agreement

Between

and AEP Energy, Inc.

Term:

Pricing:

Residential (RS): Fixed Price Full Requirements equivalent to cents per kWh

The Customer shall pay AEP Energy an energy charge that is equal to $ per MWh [¢ per kWh] multiplied by the metered energy for the monthly billing cycle. [Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees and assumes no discount to the EDU's purchase of AEP Energy's receivables under any EDU's POR program (if applicable) such that the EDU will reimburse AEP Energy 100% for accounts receivable associated with the Program.]

Commercial (DM and DS below 700,000 kWh annually): Fixed Price Full Requirements equivalent to cents per kWh

The Customer shall pay AEP Energy an energy charge that is equal to $ per MWh [¢ per kWh] multiplied by the metered energy for the monthly billing cycle. [Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees and assumes no discount to the EDU's purchase of AEP Energy's receivables under any EDU's POR program (if applicable) such that the EDU will reimburse AEP Energy 100% for accounts receivable associated with the Program.]

Mercantile Accounts:

National accounts as well as any eligible commercial accounts with annual usage over 700,000 kWh must "opt-in," at AEP Energy's sole discretion to accept, in order to participate in the Program.

Termination Fee:

Residential Accounts - $

Commercial Accounts: $

Community Grant:

will receive a community grant in the amount of per enrolled Customer. These funds can be used for any purpose deemed appropriate by and are not subject to repayment at any time or under any circumstance. The grant amount will be determined and dispersed following the completion of the opt-out and rescission period and the Customer has remained with AEP Energy for two monthly billing cycles. The Government Aggregator represents and warrants to AEP Energy that payment of the community grant set forth in this section does not violate or conflict with any law applicable to the Government Aggregator, any provision of the Government Aggregator's constitutional documents, any order or judgment of any court or other agency of government applicable to the Government Aggregator or any other requirement of law.

Administrative Services to be provided to by AEP Energy:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Provide to 's consultant, , the required information for PUCO reports on behalf of .

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: February 17, 2015

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

February 11, 2015
Date Prepared

Agenda Title: Legislative Authority Notice - Transfer from Fiesta Charra Inc. 25 W. High Street 1st Floor only Oxford, Ohio 45056 to Fiesta Charra Mexican Restaurant Inc. DBA Fiesta Charra Mexican Restaurant 25 W. High Street 1st Floor only Oxford, Ohio 45056.

Recommendation: n/a

Discussion:

The permit is for:

D5I - Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers, until two thirty a.m. (restaurant meeting certain criteria)

D6 - Sale of intoxicating liquor on Sunday between the hours of 10:00 a.m. or 11:00 a.m. and midnight.

This transfer will go through the normal process with all required inspections being conducted by the Ohio Liquor Commission.

Approved By:

	Initial	Date
Department Head:		
City Manager:	DKE	2/13/15

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

2712545 PERMIT NUMBER / TRFO TYPE	FIESTA CHARRA MEXICAN RESTAURANT INC DBA FIESTA CHARRA MEXICAN RESTAURANT 25 W HIGH ST 1ST FLR ONLY OXFORD OH 45056
06 01 2014 ISSUE DATE	
02 06 2015 FILING DATE	
D5I D6 PERMIT CLASSES	
09 088 TAX DISTRICT / A / F13538 RECEIPT NO.	

RECEIVED
2-11-15
City of Oxford

FROM 02/10/2015

2712427 PERMIT NUMBER / TYPE	FIESTA CHARRA INC 25 W HIGH ST 1ST FLR ONLY OXFORD OH 45056
06 01 2014 ISSUE DATE	
02 06 2015 FILING DATE	
D5I D6 PERMIT CLASSES	
09 088 TAX DISTRICT / RECEIPT NO.	

MAILED 02/10/2015 RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/13/2015

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES A TRFO 2712545
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)
☐ Clerk of City Council
☐ Township Fiscal Officer

CLERK OF OXFORD CITY COUNCIL
101 E HIGH ST
OXFORD OHIO 45056

CORPORATION INQUIRY PCS15

TUBE **C150**
TIME **10.08.50**
DATE **02/09/15**

PERMIT NUMBER (CORPORATION) **2712545**
FIESTA CHARRA MEXICAN RESTAURANT INC
DBA FIESTA CHARRA MEXICAN RESTAURANT
25 W HIGH ST 1ST FLR ONLY
OXFORD OH 45056

F.T.I. NUMBER **47-2628631**
STATUS (ACTIVE OR INACTIVE) **ACTIVE**
SHARES OUTSTANDING **1000.00**
ACTIVE DATE **02/06/15**
INACTIVE DATE
EXCEPTION CODE TEXT
STOCK TRANSFER CODE TEXT AND DATE

EZEQUIEL FUENTES	**1000.00**	**02/06/15**	**ACTIVE**	**PRESIDENT**

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 :		2/12/2015	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)	**11.78**	**Transfer from Oxford Natural Gas Fund**
Oxford Natural Gas (415)	**0.01**	

Expense Side

Oxford Natural Gas (415)	**11.78**	**Transfer to General Fund**
Net Effect on Fund Balance/(s) Increase/(Decrease)	**0.01**	
Total Net Effect on Fund Balance/(s) Increase/(Decrease)	17,906.76	

Breakdown by Fund

General (110)	11.78
Law Enforcement Trust (410)	17,906.75
Oxford Natural Gas (415)	(11.77)
Net Effect on Fund Balance/(s) Increase/(Decrease)	17,906.76

Approved By:		Initials	Date
	Department Head:	JJN	2/12/15
	City Manager:	DRE	2/13/15

F:\General Accounting\2015\Ordinances\Supplementals\Staff Report SB 1

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
Oxford Natural Gas Fund 415	**.01**

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	**11.78**

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

Transfer from:
Oxford Natural Gas Fund 415 **11.78**

Transfer to:
General Fund 110 **11.78**

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

General Fund 110 **11.78**

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 CITY COUNCIL

INTRODUCED BY: KEVIN MCKEEHAN

PREPARED BY: LAW (STAFF)

CITY OF OXFORD
STAFF SUMMARY REPORT

Report to the City Manager

Clerk of Council
Originating Department

Council Meeting Of: February 17, 2015

Mary Ann Eaton
Prepared By

Account Code No. #: N/A

Budgeted Amount: N/A

February 6, 2015
Date Prepared

Agenda Title: A Resolution by Oxford City Council authorizing the continued placement of 67.3760 acres of land owned by EVR Investments, L.L.C. in an agricultural tax district, said property address being 4160 Oxford Reily Rd., Oxford Ohio 45056.

Recommendation: Adopt the Resolution

Discussion:
An agricultural district provides protection against nuisance suits over farm operations, deferment of tax assessments on land to build sewer and water lines, and allows for additional review if land is taken by eminent domain for a public purpose.

Applications for placing land in an agricultural district are available from each county auditor's office. Landowners with farms located within municipalities must file with the county auditor and also with the clerk of the municipality. The legislative body of the municipality must then have a public hearing on the application within 30 days. The municipal legislative body may approve, approve with modifications, or reject the application. If the legislative body modifies or rejects an application they must be able to demonstrate that having the land placed is an agricultural district would create a substantial adverse effect on:

1. The provision of municipal services within the municipal Corporation;
2. Efficient use of land within the municipal corporation;
3. The orderly growth and development of the municipal Corporation;
4. The public health, safety or welfare (ORC 929.02 [B])

If an applicant has been denied a request for being in an agriculture district or has had an application modified, the decision of the legislative body and the county auditor may be appealed to the court of common pleas (ORC 929.02[A][2] and [B]).

Approved By:

	Initial	Date
Department Head:		
City Manager:	DRE	2/13/15

RESOLUTION NO.

A RESOLUTION BY OXFORD CITY COUNCIL AUTHORIZING THE CONTINUED PLACEMENT OF 67.3760 ACRES OF LAND OWNED BY EVR INVESTMENTS, L.L.C. IN AN AGRICULTURAL TAX DISTRICT, SAID PROPERTY ADDRESS BEING 4160 OXFORD REILY RD., OXFORD, OH 45056 (PARCEL NO. H4100-132-000-001) IN ACCORDANCE WITH O.R.C. CHAPTER 929, THE FARMLAND PRESERVATION ACT.

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

SECTION 1. The Farmland Preservation Act, approved by the Ohio General Assembly in 1982, provides that farmland may be placed in an agricultural tax district, in accordance with O.R.C. Chapter 929.

SECTION 2. The City of Oxford has received a renewal application from EVR Investments, L.L.C. for continued placement of the property consisting of 67.3760 acres, in such agricultural tax district.

SECTION 3. The Council for the City of Oxford held this date a public hearing on said application as provided by law.

SECTION 4. City Council hereby approves the renewal application for continued placement of the property owned by EVR Investments, L.L.C., 67.3760 acres as described in the application filed with the City, in accordance with the Farmland Preservation Act which provides a farm owner the following:

(1) Deferment of water, sewer and electrical assessments.
(2) Limited protection for lawsuits alleging nuisance.
(3) Limited protection from eminent domain proceedings.

SECTION 5. The placement of real property in an agricultural tax district does not change the current zoning of the property.

SECTION 6. 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)

www.butlercountyauditor.org

ROGER REYNOLDS
BUTLER COUNTY AUDITOR CPA

Office Phone: 513-887-3154
Office Fax: 513-887-3149

130 High Street
Hamilton, Ohio 45011

Mary Ann Eaton
Clerk of Council
101 E. High St.
Oxford,Ohio 45056

January 15,2015

RECEIVED
JAN 22, 2015
City of O...

Re: H4100-132-000-001

Dear Ms. Eaton:

Please find enclosed an application for the Placement of Farm Land in an Agricultural District. This application requires action by your legislative body.Please refer to part "B" on page four of the application for instructions and time frames.

I would appreciate your attention to this matter.If you have any questions,you can contact me at 513-887-3146 or baxterh@butlercountyohio.org. Thank you.

Sincerely,

Roger Reynolds,CPA
Butler County Auditor

Harold Baxter

By: Harold Baxter
CAUV Administrator

0315
File Numbe

New Application ____
Renewal Application ✓

APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT
(O.R.C. Section 929.02)

(See page 4 for General Information regarding this Application)

INSTRUCTIONS FOR COMPLETING APPLICATION

Print or type all entries.

- List description of land as shown on the most recent tax statement or statements. Show total number of acres.
- Describe location of property by roads, etc., and taxing district where located.
- State whether any portion of land lies within a municipal corporation.
  Note: See "Where to File" on page 4 to be sure that a copy of this Application is also filed with the Clerk of the municipal legislative body as well as the County Auditor.
- A renewal application must be submitted after the first Monday in January and prior to the first Monday in March of the year in which the agricultural district terminates for the land to be continued in this program.
- If the acreage totals 10 acres or more, do not complete Part D.
- If the acreage totals less than 10 acres, complete either D (1) or (2).
- Do not complete page 3. This space to be completed by the County Auditor and/or Clerk of the municipal legislative body.

A.

Owner's Name: EVR Investments LLC

Owner's Address: 325 W. Spring St.
Oxford, OH 45056

Description of Land as Shown on Property Tax Statement:
1 5 34 PT LOT 5 & 6
1 5 34 PT LOT 5
2664 ENT

Location of Property: Oxford Reily Rd
Kehr Rd.
Street or Road- 4160 Oxford Reily Rd.
County- Butler

TAX DISTRICT(S)	PARCEL NUMBER(S)	# of Acres	
Oxford TAL DL	H3610-037-000-011	52.1240	1003
Oxford TAL DL	H3610-037-000-012	62.8210	984
Oxford Corp TAL DL	H4100-132-000-001	67.3760	984
	Total Number of Acres	182.321	

B. Does any of the land lie within a municipal corporation limit or subject to pending annexation?
Yes X **No** ____

If YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.

C. Is the land presently being taxed at its current agricultural use valuation under Section 5713.31 of the Ohio Revised Code? **Yes** X **No** _____

If NO, complete the following showing how the land was used the past three years:

	ACRES		
	LAST YEAR	TWO YEARS AGO	THREE YEARS AGO
Cropland			
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber and nursery stock			
Land Retirement or Conservation Program pursuant to an agreement with a federal agency			
Building areas devoted to agricultural production			
Roads, building areas, and all other areas not used for agricultural production			
Total Acres			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government?
Yes X **No** _____

If NO, complete the following:

1. Attach evidence of the gross income for each of the past 3 years, if the average yearly income from agricultural production was at least twenty-five hundred ($2,500.00) dollars or more, **or**

2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred ($2,500.00) dollars or more, evidence must be attached showing the anticipated gross income.

Authorization and Declaration

By signing this application I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct application. I understand that land removed from this program before the 5-year enrollment period is subject to penalty, in accordance with Section 929.02(D) of the Ohio Revised Code.

E&D Investments LLC
by [signature] Managing Member
Signature of Owner

Date: 1/6/15

DO NOT COMPLETE FOR OFFICIAL USE ONLY

CAUV Application No. 0984

Action of County Auditor

Application Approved ✓ Rejected ______*

Date Application Filed with County Auditor JAN 14 2015

Date Filed (if required) with Clerk of Municipal Corporation JAN 16 2015

County Auditor's Signature Harold Baxter Date JAN 14 2015

Date Decision Mailed to Applicant ____________ Certified Mail No. ____________

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Action of Legislative Body of Municipal Corporation

Application Approved ______ Approved with Modifications ______* Rejected ______*

Date Application Filed with Clerk ____________________

Date of Public Hearing ____________________

Date of Legislative Action ____________________

Clerk's Signature ________________________ Date ____________

Date Decision Mailed to Applicant ____________ Certified Mail No. ____________

* IF MODIFIED OR REJECTED, ATTACH SPECIFIC REASONS FOR MODIFICATION OR REJECTION

INFORMATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT

A. WHO MAY FILE?

Any owner of land used for agricultural production may file an application to have the land placed in an agricultural district.

B. WHERE TO FILE

The completed application must be filed with the auditor of the county where the land is located. The applicant will be notified of action taken by the county auditor within 30 days of the filing of the application if the land is not within a municipal corporation or an annexation petition has not been filed. If the land for which an application has been made lies within a municipal corporation limit or if an annexation petition that includes the land has been filed with the Board of County Commissioners under Section 709.02 of the Ohio Revised Code, a copy of the application must also be filed with the Clerk of the legislative body of the municipal corporation. The legislative body is required to conduct a public hearing on the application within 30 days after the application has been filed with the Clerk. Within 30 days of the hearing, the legislative body may approve the application, modify and approve the application as modified, or reject the application.

C. WHEN TO FILE AND RENEWAL

The original application may be filed at any time for placement of land in an agricultural district for a five-year period. If at the end of five years, the owner decides to keep some or all of his or her land in a district, he or she shall submit a renewal application and must meet the same land requirements and use the same application process as the original application. The renewal application may be filed at any time after the first Monday in January and prior to the first Monday in March of the year during which an agricultural district terminates, for a period of time ending on the first Monday in April of the fifth year following the renewal application.

D. WHAT IS "LAND USED FOR AGRICULTURAL PRODUCTION?"

In accordance with Section 929.01(A) of the Revised Code, land is devoted to "agricultural production" when it is used for commercial aquaculture, apiculture, animal husbandry, poultry husbandry; the production for a commercial purpose of field crops, tobacco, fruits, vegetables, timber, nursery stock, ornamental shrubs, ornamental trees; flowers or sod; the growth of timber for a noncommercial purpose if the land on which the timber is grown is contiguous to or part of a parcel of land under common ownership that is otherwise devoted exclusively to agricultural use; or any combination of such husbandry, production, or growth; and includes the processing, drying, storage and marketing of agricultural products when those activities are conducted in conjunction with such husbandry, production, or growth.

"Agricultural production" includes conservation practices provided that the tracts, lots, or parcels of the land or portions thereof that are used for conservation practices comprise not more than twenty-five percent of tracts, lots, or parcels of land that are otherwise devoted exclusively to agricultural use and for which an application is filed.

"Conservation practices" are practices used to abate soil erosion as required in the management of the farming operation, and include, but are not limited to, the installation, construction, development, planting, or use of grass waterways, terraces, diversions, filter strips, field borders, windbreaks, riparian buffers, wetlands, ponds, and cover crops for that purpose.

E. WHAT DOES "TRACTS, LOTS, OR PARCELS OF LAND" MEAN?

Tracts, lots, or parcels mean distinct portions of pieces of land (not necessarily contiguous) where the title is held by one owner, as listed on the tax list and duplicate of the county, is in agricultural production and conforms with the requirements of either D1, D2, or D3 below.

F. ARE THERE ANY OTHER REQUIREMENTS?

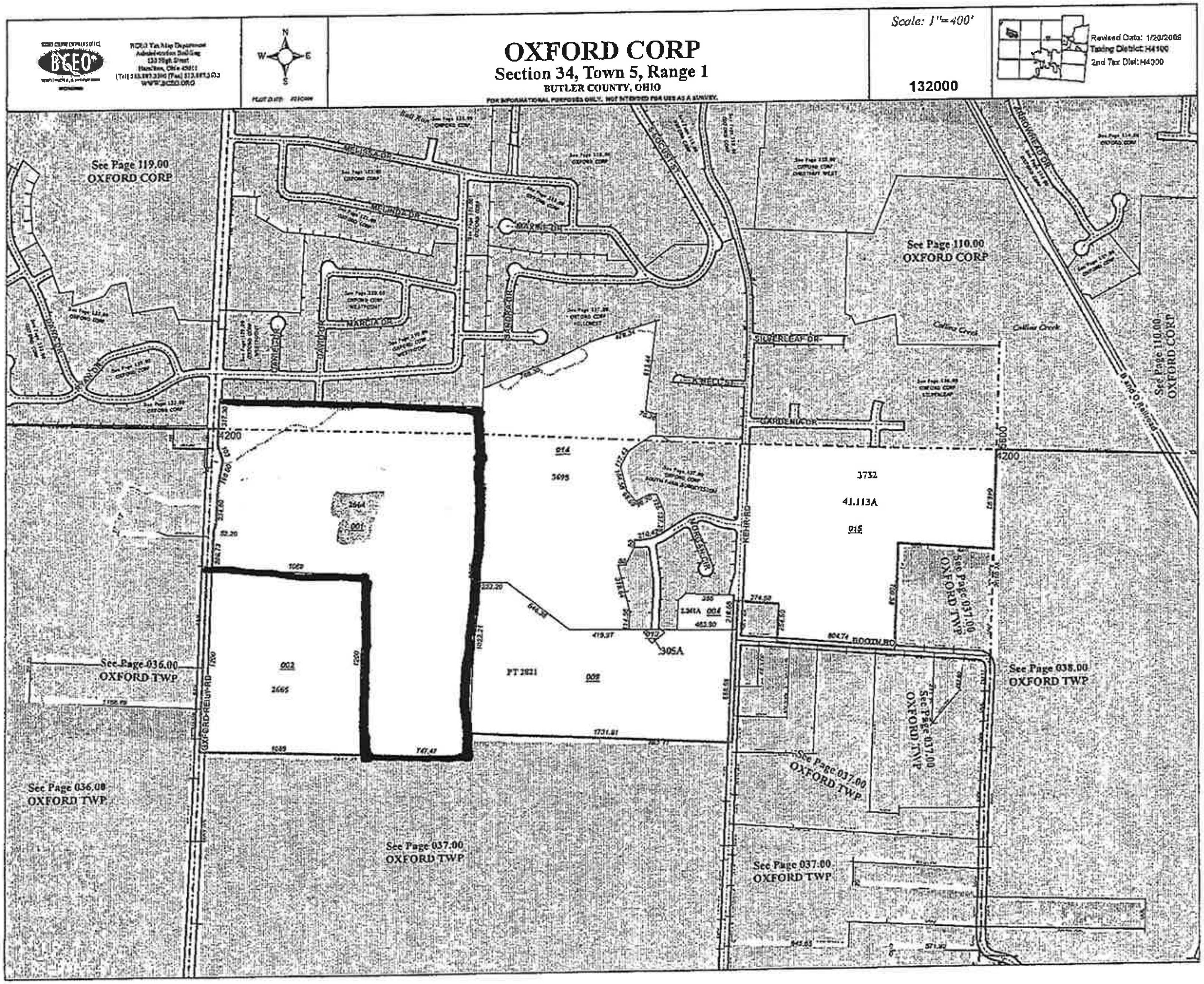
1. The land for which the application is made must have been used exclusively for agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with a federal agency for the three consecutive calendar years prior to the year in which application is made. Evidence must be shown on the application. If the land contains timber which is not being grown for commercial purposes the land on which the timber is growing must be contiguous to or part of a parcel under common ownership that is otherwise devoted exclusively to agricultural use.
2. If the total amount of land for which application is made is less than 10 acres, there is an additional requirement that the applicant submit evidence with his application that the activities conducted on the land have produced an average yearly gross income of at least twenty-five hundred dollars over the three years immediately preceding the year in which application is made or that the land will produce an anticipated annual gross income of that amount.
3. Evidence of annual gross income may be satisfied by attaching to the application form a short statement stating the number of animals by species and anticipated market value, number of acres of crops to be grown, their expected yield and price per bushel or similar specific information.

G. IS THERE A PENALTY FOR EARLY WITHDRAWAL?

Land removed from this program before the 5-year enrollment period is subject to penalty, per Section 929.02(D) of the Ohio Revised Code. See County Auditor's Office for details on how the amount of the withdrawal penalty is determined.

H. APPEAL OF APPLICATION

The applicant may appeal the denial of the application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice denying the application. When the land lies within a municipality the applicant may also appeal a decision to modify or reject an application to the court of common pleas of the county in which the application was filed within thirty days of the receipt of the notice of modification or rejection. In addition, the applicant may withdraw an application modified by a legislative body if he or she disapproves of the modifications.



OXFORD CORP
Section 34, Town 5, Range 1
BUTLER COUNTY, OHIO
FOR INFORMATIONAL PURPOSES ONLY. NOT INTENDED FOR USE AS A SURVEY.
Scale: 1"=400'
132000
Revised Date: 1/20/2009
Taxing District: H4100
2nd Tax Dist: H4000
See Page 119.00
OXFORD CORP
See Page 110.00
OXFORD CORP
See Page 036.00
OXFORD TWP
See Page 037.00
OXFORD TWP
See Page 038.00
OXFORD TWP
OXFORD-REILY-RD
KEHR-RD
MARCIA DR
SILVERLEAF DR
GARDEN DR
B and O Railroad
Collins Creek
002
2665
001
2664
014
3695
PT 2821
008
305A
2.361A
004
3732
41.113A
015
4200
3600