

**CITY OF OXFORD  
STAFF SUMMARY REPORT**

**Report to the City Manager**

Community Development  
**Originating Department**

**Council Meeting Of:** April 1, 2014

Jung-Han Chen  
**Prepared By:**

**Account Code No. #:**

**Budgeted Amount:**

March 24, 2014  
**Date Prepared:**

**PC-2014-02 ZONING MAP AMENDMENT - To Amend Zoning Classification of Approximately 57.5 Acres of Underdeveloped Land Currently Classified Office & Light Industrial (OI) District to Single and Two-Family Residential (R-2A) District, Generally Located Southeast of the US 27 Intersection and Southpointe Parkway, Scott Webb, Applicant, Agent**

**Recommendation: Disapproval**

**Discussion:**

The applicant is requesting to change the zoning classification of approximately 39 acres of land fronting on Southpointe Parkway from OI to R2A. The application refers to 57.586 acres; however, a southern portion of land shown in the applicant's submittal is already zoned R2A. Therefore, the actual rezone area is approximately 39 acres.

**DECISION CRITERIA**

The Planning Commission must deliberate the request based upon the following four questions from Section 1135.02(c)(1):

1. There is an **error on the Official Zoning Map** or in the delineations between districts thereon.
2. The proposed amendment will make the map **conform** more closely to the **Comprehensive Plan**.
3. There has been a **substantial change** in the area conditions that necessitates the amendment.
4. There is a **legitimate need** for additional land area in the zoning district that will be expanded.

Based on the staff report and presentation from the applicant, the Planning Commission inquired about the reasoning and the rational of the request and began a lengthy discussion on the merits of the request. The Planning Commission did not feel there was an error on the Official Zoning Map and focused on the substantial change of the neighborhood and legitimate needs for additional land.

The site was annexed into the City in 2007 and was granted the right to build a connector road from US 27 to Four Mile Creek. There were extensive efforts from MU and the City securing federal money to plan and potentially build a connector road. It was the applicant/owner's argument that the fate of this connector road was no longer viable and the funding for constructing the roadway was dispersed for other roadway projects. The conditions have changed.

Based on the lengthy discussion and public hearing, the Planning Commission voted 2-3-0 to deny the requested zoning map amendment and is forwarding the recommendation to City Council for legislative action.

**Approved By:**

**Department Head:**  
**City Attorney:**  
**City Manager:**

JHC 13-25-14  
DKE 3/26/14

**ORDINANCE NO.**

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR APPROXIMATELY 39 ACRES OF LAND FRONTING SOUTHPONTE PARKWAY IN OXFORD, OHIO, REZONING THE PROPERTY FROM OI (OFFICE AND LIGHT INDUSTRIAL) DISTRICT TO R2A (SINGLE AND TWO FAMILY RESIDENTIAL) DISTRICT.

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

SECTION 1: In accordance with Section 1125.01 of the Codified Ordinances of the City of Oxford, the Oxford Planning Commission held a public hearing on March 11, 2014, on applicant Scott Webb's application for a Zoning Map Amendment for approximately 39 acres of land fronting Southpointe Parkway in Oxford, Ohio, rezoning the property from OI (Office and Light Industrial) District to R2A (Single and Two Family Residential) District.

SECTION 2: The Oxford Planning Commission after due deliberation, recommended to Council that the proposed Zoning Map Amendment be denied, the majority finding that the zoning change did not meet at least one of the Decision Standards for a Zoning Code Amendment as required under Section 1135.02 of the Codified Ordinances of the City Of Oxford.

SECTION 3: Council hereby accepts the report of the Oxford Planning Commission, and after due deliberation, hereby approves the Zoning Map Amendment rezoning approximately 39 acres of land fronting Southpointe Parkway in Oxford, Ohio, rezoning the property from OI (Office and Light Residential) District to R2A (Single and Two Family Residential) District, finding that the rezoning does meet at least one of the Decision Standards for a Zoning Code Amendment, is an appropriate use of the property in question and does not conflict with the Oxford Comprehensive Plan.

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

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MAYOR

ADOPTED:

ATTEST:

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CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW (STAFF)

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

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Report Date</u></b>                          | April 1, 2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b><u>Case Number</u></b>                          | PC-2014-02                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b><u>Applicant Information</u></b>                | City of Oxford                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b><u>Requested Action</u></b>                     | Zoning Map Amendment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><u>Summary of Request</u></b>                   | <b>PC-2014-02 ZONING MAP AMENDMENT</b> to rezone approximately 57.5 acres of undeveloped land currently classified Office and Light Industrial (OI) District to Single and Two-Family Residential(R-2A) District, generally located southeast of the US 27 intersection and Southpointe Parkway, <b>Scott Webb, Applicant, Agent</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><u>Public Hearing Information</u></b>           | On March 11, 2014 a Public Hearing took place at 118 W. High Street. A Public Hearing notice was published in the Oxford Press on February 7, 2014. Public Hearing notices were mailed out to surrounding properties on February 19, 2014.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b><u>Commission Action</u></b>                    | The Planning Commission voted 3-2-0 recommending <u>disapproval</u> to City Council.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b><u>Commission Findings and Conclusions</u></b>  | The Planning Commission after deliberating the Zoning Map Amendment request, voted to disapprove based upon Decision Standards Chapter 1135, Section 1135.02(c)(1).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b><u>Exhibits Submitted to the Commission</u></b> | <ol style="list-style-type: none"><li>1. Staff Report Dated March 11, 2014</li><li>2. Proposed Rezone Area Maps</li><li>3. Census Bureau Data</li><li>4. City Staff Emails</li><li>5. Inter-Office Review Transmittal Sheets</li><li>6. Comprehensive Plan Map and Matrix</li><li>7. Miscellaneous Documentation from Original August, 2007 Zoning Map Amendment, Including Ordinances from City Council</li><li>8. Resolution from Butler County Commissioners, Dated December, 2004 to Redistrict in Oxford Township</li><li>9. Resolution from Butler County Commissioners Approving the Final Planned Unit Development for College Suites</li><li>10. Resolution and Development Agreement Between the City of Oxford and Four Leaf Development Corporation</li><li>11. Ordinance from City Council Accepting the Annexation Petition</li><li>12. Map Showing Rezone Area and Connector Road</li><li>13. Property Notifications Map</li><li>14. Letter of Agency</li><li>15. Zoning Map Amendment Application Dated January 24, 2014</li><li>16. Overall Development Plan Map from Applicant</li></ol> |

**City of Oxford**  
*Community Development Department*  
**STAFF REPORT**

**Planning Commission**

Case # PC-2014-02

Date – March 11, 2014

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**APPLICATION**

|                                 |                                                                                                                                                                        |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant:                      | Scott Webb, Architect                                                                                                                                                  |
| Location:                       | Portions of vacant parcels on south side of Southpointe Parkway                                                                                                        |
| Owner:                          | 4-Leaf Development LLC – Jim Clawson                                                                                                                                   |
| Agent:                          | Scott Webb, Architect                                                                                                                                                  |
| Action Request:                 | <b>Zoning Map Amendment</b> – To Amend Zoning Classifications of approximately 39 acres from OI (Office & Light Industrial) to R2A (Single and Two-Family Residential) |
| Current Use:                    | Vacant Agricultural                                                                                                                                                    |
| Surrounding Existing Land Uses: | Multi-Family Residential, Vacant Agricultural and Low Density Residential                                                                                              |

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**DESCRIPTION**

The applicant is requesting to change the zoning classification of approximately 39 acres of land fronting on Southpointe Parkway from OI to R2A. The application refers to 57.586 acres, however, a southern portion of land shown in the applicant's submittal is already zoned R2A. Therefore, the actual rezone area is approximately 39 acres. See attached area zoning map for clarification.

**SURROUNDING NEIGHBORHOOD**

All property owners within 200 feet have been notified by letter, a sign has been posted on the property and a notice has been placed in the newspaper.

**ZONING APPROVALS SITE HISTORY**

- A planned unit development was approved in 2004 by the Butler County Planning Commission
- A final PUD, College Suites, 29 acres, was approved in 2005
  - Apartment buildings were built 2006-07
- The overall development (172 acres) was annexed/zoned into the City of Oxford in 2007
  - The zoning class for the subject property was set as "OI" in August 2007 (see attached 26 page document)
- A condominium preliminary planned unit development was approved by the City of Oxford in 2007.
  - Adjacent vacant portion currently zoned R-4
  - Did not move forward, therefore preliminary approval expired
- Note that no specific site layout has been approved (preliminary or final), for the "Subject Property" proposed for rezoning from OI to R2A.

**COMPREHENSIVE PLAN (2008)**

In reviewing any development proposal, the Land Use Chapter of the Comp Plan will be consulted based on the intent of the Comp Plan and the Conservation and Development Map, and the Character Map.

**The Land Use Principals (p. 3.9-3.12):**

1. **The community's small college town character will be preserved and enhanced.**
2. Uptown and new commercial development will have a mix of uses that are distinctive and contribute to enhancing the community's overall identity.
3. Infill development and redevelopment of underutilized sites is a priority.
4. The development of new residential areas, and redevelopment of existing residential areas, will have strong neighborhood qualities.
5. Green spaces and public spaces will be incorporated as part of future development.
6. **Future growth at the edge of the city will preserve open spaces, protect the area's rural character, and be consistent with the other principals.**
7. New commercial and light industrial developments will be developed with pedestrian amenities and green spaces.
8. Streets will create an attractive public realm.
9. Places will be connected to create better opportunities to walk, bike and access public transportation throughout the community.
10. Environmentally sensitive and sustainable practices will be encouraged in future developments.

The subject area is identified on the **Conservation and Development Map** in the following ways:

- Economic Expansion Area
- Mixed Use Center
- Traditional Neighborhood Design

(See enclosed excerpt of explanation chart from page 3.19 of 2008 Comprehensive Plan)

**Transportation (p. 5.1-5.7)**

- Key Findings of Public Input to "Increase connectivity and accessibility" (bottom of page 5.2)
- Existing Conditions and Trends for "Connectivity between local streets and cross-town connectivity" (bottom of page 5.3)
- Objectives 1-8 (p. 5.6-5.7)

**Housing (p. 7.1-7.6)**

- Pertinent Key Findings are:
  - Provide diverse housing opportunities
  - Create more affordable housing options
- Pertinent Existing Conditions and Trends are:
  - Median value of Oxford home is higher than state and county (in 2008 and currently)
  - Oversupply of housing units projected
- Pertinent Objectives are:
  - Objective 2: Expanding housing options
    - H2.5: Incorporate a variety of housing options and prices as part of mixed use development
  - Objective 5: Expanding home ownership
    - Home ownership incentive programs through employers
  - Objective 7: Encourage and utilize sustainable building practices
    - Low-impact conservation development
    - Incentives for energy conservation and efficiency

**Utilities (p. 8.1-8.4)**

- Pertinent Objectives are:
  - Objective 1: Provide and maintain high quality services
  - Objective 5: Promote utilization of environmentally friendly utility practices

## **Community Facilities and Services (p. 9.1-9.5)**

- Pertinent Key findings from Public Input
  - Maintain quality EMS and Fire Departments
- Pertinent Objectives
  - Objective 3: Improve city services
    - CF 3.4: Improve fire and emergency medical services

## **COMMENT FORMS**

No public comment forms were received at the time of this report.

## **AGENCY REVIEWS**

Requests for review were made to the Police, Fire, Engineering & Economic Development Departments.

The following comments were received:

|                      |                          |
|----------------------|--------------------------|
| Police:              | Returned without comment |
| Fire:                | See attached email       |
| Service/Engineering: | See attached email       |
| Econ. Dev.           | Returned with comment    |

## **DECISION CRITERIA**

The Planning Commission must deliberate the request based upon the following four questions from Section 1135.02(c)(1):

1. There is an **error on the Official Zoning Map** or in the delineations between districts thereon.
2. The proposed amendment will make the map **conform** more closely with the **Comprehensive Plan**.
3. There has been a **substantial change** in the area conditions that necessitates the amendment.
4. There is a **legitimate need** for additional land area in the zoning district that will be expanded.

## **ANALYSIS**

The application proposes to reclassify the subject property from OI to R2A. For comparison purposes, below are the two purpose statements of the districts:

OI: Section 1143.13(a) Purpose: This district is intended to provide for research and development and professional office facilities that have minimal impact upon the surrounding environment.

R2A: Section 1143.04(a) Purpose: This district is designed to provide and preserve neighborhoods of smaller single-family residences within and adjacent to areas of similar development. This district also provides for a limited number of two-family residences.

### **1. Error on the Official Zoning Map**

The review and approval for the current OI zoning designation is well documented and was surveyed by a professional surveyor. There is no indication that the location of the boundaries or the actual zoning class itself, are in error. This decision standard is intended to correct typographical or survey errors that were not discovered in the original approval procedure.

### **2. Conformance with the Comprehensive Plan**

The 2008 Comprehensive Plan contains many topics that guide decision-making. One of the major themes noted above is a Land Use Principal to preserve the community's small town college character. As identified by the applicant, a connector road through the subject property does not exist and is not shown on city plans. While it was one element of the original PUD, it should be noted that the land is still served by a major arterial roadway, U.S. 27 South. It may be difficult to ascertain how creating an "Economic Expansion Area" is consistent with preserving small town character. However, there is increased focus for cities to have sustainable economies. More diversified employment bases in small college towns can seek to achieve this goal. Given that at least a portion of the land is serviced by a major roadway, it is conceivable that preserving at least a portion for non-residential development is justifiable. Additionally, if the entire area proposed were to be rezoned to residential, it is not reasonable to expect that the adjacent

two acre GB district can provide the variety of daily needs that were expected when the “Mixed Use Center” was placed on the Conservation and Development Map of the Comprehensive Plan (see attached). Recent advances in mass transit may have helped mitigate this need; however long range planning objectives should be maintained.

One objective in the Land Use chapter of the Comp Plan is for development in outlying areas to appropriately transition from rural to small town character. The Comp Plan anticipates the negative image of an abruptly dense commercial or industrial gateway entry to the city. The subject property was approved as part of a Business Planned Development (B-PUD) in Butler County. This means that the scale, density and overall look of the development has to be agreed upon as part of future land divisions for lots. No site layouts have been approved for commercial or industrial development; only for the apartments north of the subject property. Therefore there is no danger that the current OI zoning prevents the city from approving a development scheme more restrictive than the base zoning district allows. This is one of the reasons for a Planned Development; to guide development in context with its surroundings without the rigidity of only base zoning codes. Zoning codes are important, but in key areas, they may not give enough guidance. Recent planned development approvals demonstrate that this is possible.

Although recent transportation planning efforts have focused on bike and pedestrian safety improvements, much discussion and planning effort has gone into all transportation modes in and around the city, including, but not limited to mass transit. While OI land uses do generate trips during peak times such as shift changes, low to medium density residential development could have a much higher traffic volume. A traffic study comparing the two zoning classes for the maximum potential demands on the transportation systems could be done before a rezoning moves forward. A study should anticipate the completed 27 South safety improvement project. Additionally, there was considerable public input on the lack of connectivity in Oxford. If additional residential development were to occur on the subject property, the development should provide for all modes of transportation connectivity. One example of a potential improvement could be converting one of the scheduled five foot sidewalks along U.S. 27 to a lighted multi-use path. This would facilitate 24 hour connectivity with an otherwise unconnected portion of urbanized area of Oxford. Other mitigating measures, such as intersection improvements and secondary access roads, could result from a professional analysis. See attached comments from Fire Chief and Service Director.

The Comp Plan contains much information regarding Oxford housing stock. The pertinent themes of supply/demand, affordability and diversity are summarized above on page 2 of this report. A recent housing unit vacancy rate from the U.S. Census Bureau is 16.9% (+/- 3.3% error). There are 6,893 housing units in Oxford, with 1,874 of those being owner-occupied. The median home value is \$194,800. See attached Census Bureau report.

### 3. Substantial Changes

Since the time of the August 2007 Office and Light Industrial (OI) zoning designation, only the following substantial changes have occurred in the area:

- Thoroughfare Plan not showing connector road was approved in October 2007 (not a visible change)
- University Park Boulevard and signalized intersection
  - New high school is 0.75 miles away from site may therefore not be adversely affected by OI zoning
- Plans for 27 South safety improvement/widening have been approved and project underway
  - Currently utility relocation is underway

### 4. Legitimate Need

Based upon the supply/demand information from the Comprehensive Plan followed up with recent information from the U.S. Census, there will be limited need in the 20 year planning horizon for substantial amounts of new residentially zoned land. There are significant amounts of undeveloped (no infrastructure) R1A and R1B zoned land, of which, portions could be rezoned to R2A. A couple examples

are Western Knolls, Olde Farm Road, as well as adjacency to many other subdivisions, already abutting to stubbed roadways for future continuation.

There are five R2A zoning districts in Oxford, all of which are fully developed except for one. The one undeveloped is the 33 acres directly south of the subject property. Therefore, the 33 acres within the existing development could be developed for the proposed use, if the infrastructure were installed.

### **CONCLUSION**

Vacant office and light industrial lands have not experienced development in recent years. However, the Commission will need to deliberate the value of maintaining zoning for such vacant land with mitigating the potential new impacts of additional residential land outside the urban core.

### **RECOMMENDATION**

If there is value in considering residential zoning, additional information addressing staff concerns should be submitted prior to a recommendation of approval. Until such time, the zoning request can be denied or tabled. Staff can allow a re-application in less than one year if new evidence is submitted or if there are changes in the area. The Commission can table the decision and give the applicant an opportunity to submit additional information at a future meeting. The Commission can then review and deliberate on the additional information and forward a final recommendation to City Council for legislative action.

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SUBMITTED

BY:



Sam Perry, Planner

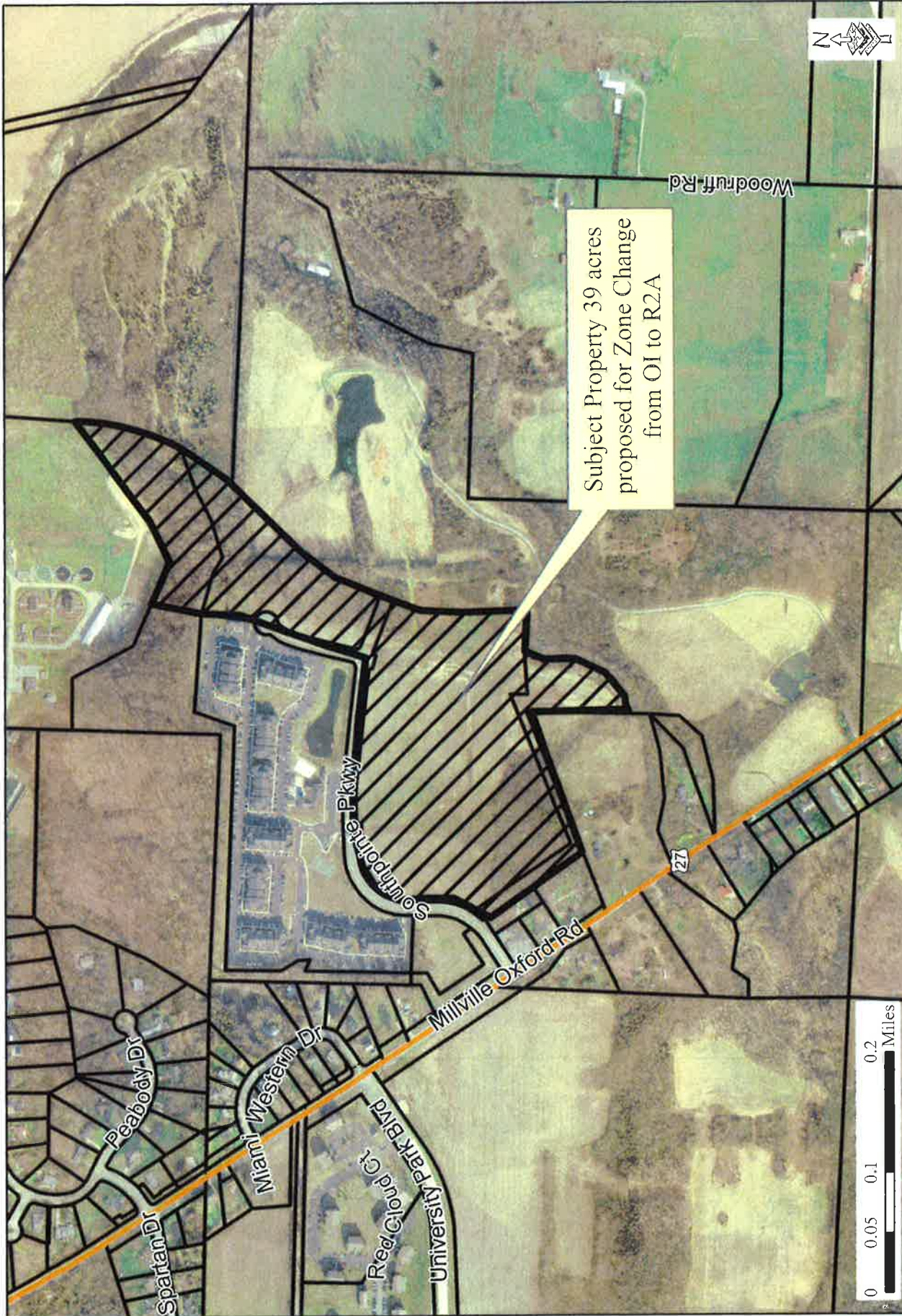
DATE: March 5, 2014

## ATTACHMENT

### Chapter 1135 Zoning Code Amendments

- (c) **Planning Commission and Council Review.** The Planning Commission shall base its recommendation on a proposed Zoning Code amendment 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.
- If 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.
- (1) **Decision standards.** A proposed amendment shall be approved only if it meets at least one of the following criteria, and if its benefits will likely outweigh any potential pitfalls.
- Map Amendments**
- A. There is an error on the Official Zoning Map or in the delineations between districts thereon.
  - B. The proposed amendment will make the map conform more closely to the Comprehensive Plan.
  - C. There has been a substantial change in area conditions that necessitates the amendment.
  - D. There is a legitimate need for additional land area in the zoning district that will be expanded.





Aerial Photo of Proposed  
Rezoning Area



Proposed Rezoning Area



DP04

## SELECTED HOUSING CHARACTERISTICS

## 2008-2012 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

| Subject                     | Oxford city, Ohio |                 |         |                         |
|-----------------------------|-------------------|-----------------|---------|-------------------------|
|                             | Estimate          | Margin of Error | Percent | Percent Margin of Error |
| <b>HOUSING OCCUPANCY</b>    |                   |                 |         |                         |
| Total housing units         | 6,893             | +/-426          | 6,893   | (X)                     |
| Occupied housing units      | 5,730             | +/-379          | 83.1%   | +/-3.3                  |
| Vacant housing units        | 1,163             | +/-251          | 16.9%   | +/-3.3                  |
| Homeowner vacancy rate      | 4.2               | +/-3.6          | (X)     | (X)                     |
| Rental vacancy rate         | 13.0              | +/-4.5          | (X)     | (X)                     |
| <b>UNITS IN STRUCTURE</b>   |                   |                 |         |                         |
| Total housing units         | 6,893             | +/-426          | 6,893   | (X)                     |
| 1-unit, detached            | 2,866             | +/-294          | 41.6%   | +/-3.6                  |
| 1-unit, attached            | 262               | +/-104          | 3.8%    | +/-1.5                  |
| 2 units                     | 465               | +/-173          | 6.7%    | +/-2.5                  |
| 3 or 4 units                | 638               | +/-185          | 9.3%    | +/-2.6                  |
| 5 to 9 units                | 573               | +/-180          | 8.3%    | +/-2.6                  |
| 10 to 19 units              | 1,357             | +/-256          | 19.7%   | +/-3.4                  |
| 20 or more units            | 473               | +/-176          | 6.9%    | +/-2.5                  |
| Mobile home                 | 259               | +/-91           | 3.8%    | +/-1.3                  |
| Boat, RV, van, etc.         | 0                 | +/-21           | 0.0%    | +/-0.4                  |
| <b>YEAR STRUCTURE BUILT</b> |                   |                 |         |                         |
| Total housing units         | 6,893             | +/-426          | 6,893   | (X)                     |
| Built 2010 or later         | 29                | +/-31           | 0.4%    | +/-0.5                  |
| Built 2000 to 2009          | 903               | +/-219          | 13.1%   | +/-3.1                  |
| Built 1990 to 1999          | 1,260             | +/-241          | 18.3%   | +/-3.5                  |
| Built 1980 to 1989          | 885               | +/-214          | 12.8%   | +/-3.0                  |
| Built 1970 to 1979          | 1,602             | +/-297          | 23.2%   | +/-3.8                  |
| Built 1960 to 1969          | 930               | +/-191          | 13.5%   | +/-2.5                  |
| Built 1950 to 1959          | 369               | +/-121          | 5.4%    | +/-1.8                  |
| Built 1940 to 1949          | 133               | +/-72           | 1.9%    | +/-1.1                  |
| Built 1939 or earlier       | 782               | +/-210          | 11.3%   | +/-3.0                  |
| <b>ROOMS</b>                |                   |                 |         |                         |
| Total housing units         | 6,893             | +/-426          | 6,893   | (X)                     |
| 1 room                      | 88                | +/-82           | 1.3%    | +/-1.2                  |
| 2 rooms                     | 155               | +/-92           | 2.2%    | +/-1.3                  |

| Subject                                        | Oxford city, Ohio |                 |         |                         |
|------------------------------------------------|-------------------|-----------------|---------|-------------------------|
|                                                | Estimate          | Margin of Error | Percent | Percent Margin of Error |
| 3 rooms                                        | 763               | +/-222          | 11.1%   | +/-3.0                  |
| 4 rooms                                        | 1,427             | +/-251          | 20.7%   | +/-3.2                  |
| 5 rooms                                        | 1,249             | +/-263          | 18.1%   | +/-3.8                  |
| 6 rooms                                        | 1,322             | +/-290          | 19.2%   | +/-4.1                  |
| 7 rooms                                        | 855               | +/-202          | 12.4%   | +/-3.0                  |
| 8 rooms                                        | 447               | +/-118          | 6.5%    | +/-1.6                  |
| 9 rooms or more                                | 587               | +/-136          | 8.5%    | +/-1.9                  |
| Median rooms                                   | 5.3               | +/-0.3          | (X)     | (X)                     |
| BEDROOMS                                       |                   |                 |         |                         |
| Total housing units                            | 6,893             | +/-426          | 6,893   | (X)                     |
| No bedroom                                     | 118               | +/-89           | 1.7%    | +/-1.3                  |
| 1 bedroom                                      | 802               | +/-217          | 11.6%   | +/-2.9                  |
| 2 bedrooms                                     | 2,081             | +/-336          | 30.2%   | +/-4.2                  |
| 3 bedrooms                                     | 1,962             | +/-255          | 28.5%   | +/-3.4                  |
| 4 bedrooms                                     | 1,647             | +/-207          | 23.9%   | +/-3.1                  |
| 5 or more bedrooms                             | 283               | +/-118          | 4.1%    | +/-1.7                  |
| HOUSING TENURE                                 |                   |                 |         |                         |
| Occupied housing units                         | 5,730             | +/-379          | 5,730   | (X)                     |
| Owner-occupied                                 | 1,874             | +/-210          | 32.7%   | +/-3.3                  |
| Renter-occupied                                | 3,856             | +/-338          | 67.3%   | +/-3.3                  |
| Average household size of owner-occupied unit  | 2.28              | +/-0.14         | (X)     | (X)                     |
| Average household size of renter-occupied unit | 2.41              | +/-0.21         | (X)     | (X)                     |
| YEAR HOUSEHOLDER MOVED INTO UNIT               |                   |                 |         |                         |
| Occupied housing units                         | 5,730             | +/-379          | 5,730   | (X)                     |
| Moved in 2010 or later                         | 1,450             | +/-268          | 25.3%   | +/-4.2                  |
| Moved in 2000 to 2009                          | 3,191             | +/-330          | 55.7%   | +/-4.7                  |
| Moved in 1990 to 1999                          | 631               | +/-141          | 11.0%   | +/-2.3                  |
| Moved in 1980 to 1989                          | 222               | +/-97           | 3.9%    | +/-1.7                  |
| Moved in 1970 to 1979                          | 146               | +/-67           | 2.5%    | +/-1.1                  |
| Moved in 1969 or earlier                       | 90                | +/-40           | 1.6%    | +/-0.7                  |
| VEHICLES AVAILABLE                             |                   |                 |         |                         |
| Occupied housing units                         | 5,730             | +/-379          | 5,730   | (X)                     |
| No vehicles available                          | 508               | +/-171          | 8.9%    | +/-2.7                  |
| 1 vehicle available                            | 2,395             | +/-325          | 41.8%   | +/-4.3                  |
| 2 vehicles available                           | 1,659             | +/-250          | 29.0%   | +/-4.0                  |
| 3 or more vehicles available                   | 1,168             | +/-207          | 20.4%   | +/-4.0                  |
| HOUSE HEATING FUEL                             |                   |                 |         |                         |
| Occupied housing units                         | 5,730             | +/-379          | 5,730   | (X)                     |
| Utility gas                                    | 3,165             | +/-292          | 55.2%   | +/-4.3                  |
| Bottled, tank, or LP gas                       | 67                | +/-57           | 1.2%    | +/-1.0                  |
| Electricity                                    | 2,477             | +/-312          | 43.2%   | +/-4.2                  |
| Fuel oil, kerosene, etc.                       | 21                | +/-25           | 0.4%    | +/-0.4                  |
| Coal or coke                                   | 0                 | +/-21           | 0.0%    | +/-0.5                  |
| Wood                                           | 0                 | +/-21           | 0.0%    | +/-0.5                  |
| Solar energy                                   | 0                 | +/-21           | 0.0%    | +/-0.5                  |
| Other fuel                                     | 0                 | +/-21           | 0.0%    | +/-0.5                  |
| No fuel used                                   | 0                 | +/-21           | 0.0%    | +/-0.5                  |
| SELECTED CHARACTERISTICS                       |                   |                 |         |                         |
| Occupied housing units                         | 5,730             | +/-379          | 5,730   | (X)                     |
| Lacking complete plumbing facilities           | 42                | +/-57           | 0.7%    | +/-1.0                  |
| Lacking complete kitchen facilities            | 63                | +/-71           | 1.1%    | +/-1.2                  |
| No telephone service available                 | 331               | +/-131          | 5.8%    | +/-2.2                  |

| Subject                                                                            | Oxford city, Ohio |                 |         |                         |
|------------------------------------------------------------------------------------|-------------------|-----------------|---------|-------------------------|
|                                                                                    | Estimate          | Margin of Error | Percent | Percent Margin of Error |
| OCCUPANTS PER ROOM                                                                 |                   |                 |         |                         |
| Occupied housing units                                                             | 5,730             | +/-379          | 5,730   | (X)                     |
| 1.00 or less                                                                       | 5,730             | +/-379          | 100.0%  | +/-0.5                  |
| 1.01 to 1.50                                                                       | 0                 | +/-21           | 0.0%    | +/-0.5                  |
| 1.51 or more                                                                       | 0                 | +/-21           | 0.0%    | +/-0.5                  |
| VALUE                                                                              |                   |                 |         |                         |
| Owner-occupied units                                                               | 1,874             | +/-210          | 1,874   | (X)                     |
| Less than \$50,000                                                                 | 86                | +/-62           | 4.6%    | +/-3.1                  |
| \$50,000 to \$99,999                                                               | 67                | +/-47           | 3.6%    | +/-2.6                  |
| \$100,000 to \$149,999                                                             | 377               | +/-133          | 20.1%   | +/-6.3                  |
| \$150,000 to \$199,999                                                             | 457               | +/-108          | 24.4%   | +/-5.8                  |
| \$200,000 to \$299,999                                                             | 689               | +/-139          | 36.8%   | +/-6.5                  |
| \$300,000 to \$499,999                                                             | 172               | +/-75           | 9.2%    | +/-3.9                  |
| \$500,000 to \$999,999                                                             | 18                | +/-25           | 1.0%    | +/-1.3                  |
| \$1,000,000 or more                                                                | 8                 | +/-12           | 0.4%    | +/-0.6                  |
| Median (dollars)                                                                   | 194,800           | +/-12,655       | (X)     | (X)                     |
| MORTGAGE STATUS                                                                    |                   |                 |         |                         |
| Owner-occupied units                                                               | 1,874             | +/-210          | 1,874   | (X)                     |
| Housing units with a mortgage                                                      | 1,189             | +/-156          | 63.4%   | +/-5.2                  |
| Housing units without a mortgage                                                   | 685               | +/-130          | 36.6%   | +/-5.2                  |
| SELECTED MONTHLY OWNER COSTS (SMOC)                                                |                   |                 |         |                         |
| Housing units with a mortgage                                                      | 1,189             | +/-156          | 1,189   | (X)                     |
| Less than \$300                                                                    | 0                 | +/-21           | 0.0%    | +/-2.5                  |
| \$300 to \$499                                                                     | 17                | +/-20           | 1.4%    | +/-1.7                  |
| \$500 to \$699                                                                     | 43                | +/-35           | 3.6%    | +/-2.8                  |
| \$700 to \$999                                                                     | 189               | +/-72           | 15.9%   | +/-6.0                  |
| \$1,000 to \$1,499                                                                 | 385               | +/-126          | 32.4%   | +/-8.7                  |
| \$1,500 to \$1,999                                                                 | 318               | +/-99           | 26.7%   | +/-7.6                  |
| \$2,000 or more                                                                    | 237               | +/-84           | 19.9%   | +/-7.1                  |
| Median (dollars)                                                                   | 1,443             | +/-144          | (X)     | (X)                     |
| Housing units without a mortgage                                                   | 685               | +/-130          | 685     | (X)                     |
| Less than \$100                                                                    | 7                 | +/-11           | 1.0%    | +/-1.6                  |
| \$100 to \$199                                                                     | 0                 | +/-21           | 0.0%    | +/-4.3                  |
| \$200 to \$299                                                                     | 59                | +/-47           | 8.6%    | +/-6.3                  |
| \$300 to \$399                                                                     | 157               | +/-63           | 22.9%   | +/-9.1                  |
| \$400 or more                                                                      | 462               | +/-117          | 67.4%   | +/-10.8                 |
| Median (dollars)                                                                   | 497               | +/-52           | (X)     | (X)                     |
| SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (SMOCAP1)         |                   |                 |         |                         |
| Housing units with a mortgage (excluding units where SMOCAP1 cannot be computed)   | 1,189             | +/-156          | 1,189   | (X)                     |
| Less than 20.0 percent                                                             | 669               | +/-127          | 56.3%   | +/-8.7                  |
| 20.0 to 24.9 percent                                                               | 257               | +/-99           | 21.6%   | +/-7.5                  |
| 25.0 to 29.9 percent                                                               | 138               | +/-55           | 11.6%   | +/-4.6                  |
| 30.0 to 34.9 percent                                                               | 34                | +/-41           | 2.9%    | +/-3.4                  |
| 35.0 percent or more                                                               | 91                | +/-56           | 7.7%    | +/-4.4                  |
| Not computed                                                                       | 0                 | +/-21           | (X)     | (X)                     |
| Housing unit without a mortgage (excluding units where SMOCAP1 cannot be computed) | 685               | +/-130          | 685     | (X)                     |
| Less than 10.0 percent                                                             | 369               | +/-81           | 53.9%   | +/-12.1                 |
| 10.0 to 14.9 percent                                                               | 70                | +/-49           | 10.2%   | +/-6.9                  |
| 15.0 to 19.9 percent                                                               | 54                | +/-40           | 7.9%    | +/-5.9                  |

| Subject                                                                     | Oxford city, Ohio |                 |         |                         |
|-----------------------------------------------------------------------------|-------------------|-----------------|---------|-------------------------|
|                                                                             | Estimate          | Margin of Error | Percent | Percent Margin of Error |
| 20.0 to 24.9 percent                                                        | 37                | +/-48           | 5.4%    | +/-6.5                  |
| 25.0 to 29.9 percent                                                        | 34                | +/-33           | 5.0%    | +/-4.8                  |
| 30.0 to 34.9 percent                                                        | 15                | +/-24           | 2.2%    | +/-3.5                  |
| 35.0 percent or more                                                        | 106               | +/-74           | 15.5%   | +/-9.2                  |
| Not computed                                                                | 0                 | +/-21           | (X)     | (X)                     |
| <b>GROSS RENT</b>                                                           |                   |                 |         |                         |
| Occupied units paying rent                                                  | 3,689             | +/-323          | 3,689   | (X)                     |
| Less than \$200                                                             | 86                | +/-68           | 2.3%    | +/-1.9                  |
| \$200 to \$299                                                              | 49                | +/-58           | 1.3%    | +/-1.5                  |
| \$300 to \$499                                                              | 224               | +/-115          | 6.1%    | +/-3.0                  |
| \$500 to \$749                                                              | 1,550             | +/-275          | 42.0%   | +/-6.1                  |
| \$750 to \$999                                                              | 876               | +/-215          | 23.7%   | +/-5.2                  |
| \$1,000 to \$1,499                                                          | 433               | +/-160          | 11.7%   | +/-4.3                  |
| \$1,500 or more                                                             | 471               | +/-168          | 12.8%   | +/-4.8                  |
| Median (dollars)                                                            | 736               | +/-50           | (X)     | (X)                     |
| No rent paid                                                                | 167               | +/-102          | (X)     | (X)                     |
| <b>GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRAPI)</b>               |                   |                 |         |                         |
| Occupied units paying rent (excluding units where GRAPI cannot be computed) | 3,483             | +/-307          | 3,483   | (X)                     |
| Less than 15.0 percent                                                      | 186               | +/-73           | 5.3%    | +/-2.1                  |
| 15.0 to 19.9 percent                                                        | 321               | +/-119          | 9.2%    | +/-3.2                  |
| 20.0 to 24.9 percent                                                        | 204               | +/-112          | 5.9%    | +/-3.3                  |
| 25.0 to 29.9 percent                                                        | 147               | +/-74           | 4.2%    | +/-2.1                  |
| 30.0 to 34.9 percent                                                        | 170               | +/-101          | 4.9%    | +/-2.9                  |
| 35.0 percent or more                                                        | 2,455             | +/-309          | 70.5%   | +/-5.4                  |
| Not computed                                                                | 373               | +/-169          | (X)     | (X)                     |

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The median gross rent excludes no cash renters.

In prior years, the universe included all owner-occupied units with a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all owner-occupied units without a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all renter-occupied units. It is now restricted to include only those units where GRAPI is computed, that is, gross rent and household income are valid values.

The 2007, 2008, 2009, 2010, 2011, and 2012 plumbing data for Puerto Rico will not be shown. Research indicates that the questions on plumbing facilities that were introduced in 2008 in the stateside American Community Survey and the 2008 Puerto Rico Community Survey may not have been appropriate for Puerto Rico.

Median calculations for base table sourcing VAL, MHC, SMOC, and TAX should exclude zero values.

Telephone service data are not available for certain geographic areas due to problems with data collection. See Errata Note #93 for details.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey

#### Explanation of Symbols:

1. An '\*\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '\*\*\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

## Sam Perry

---

**From:** John Detherage  
**Sent:** Monday, March 03, 2014 4:32 PM  
**To:** Sam Perry  
**Subject:** RE: 27 South proposed rezone

Sam,

I believe that the secondary ingress/egress road that was included in the Tech Park plan should remain if the zoning changes to residential. Looking at the map submitted by the applicant, I would guess that the occupancy would be in excess of 1,000. With the occupancy of Level 27 you would have somewhere in the neighborhood of 2,000 people relying on one way in and one way out, including emergency vehicles. The residents of this area would be best served with an additional access road.

John P. Detherage  
Fire Chief  
City of Oxford Fire Department  
101 East High St.  
Oxford, Ohio 45056  
Office: (513) 523-6324  
Cell: (513) 839-1570

---

**From:** Sam Perry  
**Sent:** Monday, March 03, 2014 11:54 AM  
**To:** John Detherage  
**Cc:** Jung-Han Chen  
**Subject:** 27 South proposed rezone

John,

Attached are some maps and the applicant's request letter.

Thanks,  
Sam

**Sam Perry**

Planner  
City of Oxford  
Community Development Department  
101 East High Street | Oxford, Ohio 45056  
p. (513) 524-5204 | f. (513) 524-5266  
[sperry@cityofoxford.org](mailto:sperry@cityofoxford.org) | <http://www.cityofoxford.org>

**NOTICE:** This email communication is informal in nature and is for general guidance and information purposes only. It is not intended to serve as an administrative ruling, decision, determination, or interpretation by the Community Development Department. If you have a question relating to a specific permit application, variance request, interpretation of the Oxford Planning and Zoning Code, or other matter requiring administrative action, please direct a written inquiry to the Community Development Department, 101 East High Street, Oxford, OH 45056.

**Sam Perry**

---

**From:** Mike Dreisbach  
**Sent:** Wednesday, March 05, 2014 9:52 AM  
**To:** Sam Perry  
**Cc:** Jung-Han Chen; Richard Dils; Victor Popescu; Scott Otto  
**Subject:** Southpointe Crossing Rezoning

Sam,

*Based on a cursory review of existing utilities servicing Southpointe Crossing, there should be adequate capacity for water and sanitary sewer service in the subject area. However, the applicant's engineer must verify water pressure, flow, and fire flow capabilities. The applicant must also verify site elevations to ensure gravity flow of all sanitary sewers servicing the area.*

*Of concern will be traffic generated by the site, and timing of the proposed trips. Residential use will likely have high trip generation at opposite times of an OI zone. That, coupled with high trip generation from the new high school across US27, warrants the applicant be required to conduct a fresh traffic analysis of current conditions and forecasted conditions following the completion of roadway improvements to US27. The roadway improvements should be completed by the end of 2015. While new turning lanes will be constructed by ODOT as part of US27 improvements, a traffic control signal will not be constructed by ODOT at Southpointe Crossing and US27. The traffic study will take into account the new traffic control signal at the intersection of University Park Blvd and US27.*

*Based on the conclusion of the traffic study, the applicant should be required to construct, at their expense, improvements required by the new zoning of the development.*

Thanks,

Mike



Michael B. Dreisbach  
Director of Public Services  
101 East High Street  
Oxford, OH 45056  
513.524.5206

**CONFIDENTIALITY NOTICE:**

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City of Oxford  
Inter-Office Review Transmittal Sheet

Date: January 27, 2014

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development

**PC-2014-02 ZONING MAP AMENDMENT**, the rezoning of 57.586 acres of undeveloped land currently Office & Light Industrial (OI) District to a Single- and Two-Family Residential (R-2A) District, generally located Southeast of the intersection of US 27 South and Southpointe Parkway, **Scott Webb, Applicant, Agent**

  X   Review            Revisions            Other

Comments or status update requested by: Becky Kolb

Please return no later than: **2/26/14** 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: 2/18/2014

R. B. HOLZWORTH

PRINTED NAME

Economic Development

From: Community Development

    X     Review                                 Revisions                                 Other

Please return no later than: **2/26/14** Note: If no comments are received, we will assume the project meets your department's standards.

w/comments

I also disagree with the applicant's assertion that the City is supporting one Tech Park over the other. Yes, the owners of the Miami Heritage Tech Park organized a \$3.5M Ohio Jobs Ready Sites Grant application, which the Oxford CIC supported and submitted. Had the owners of the Southpointe Tech Park put forth a grant application, I can almost guarantee the Oxford CIC would have supported the application. As a point of clarification, the City is not providing the \$3.3M in matching funds; the MHTP developer is required to provide these funds.

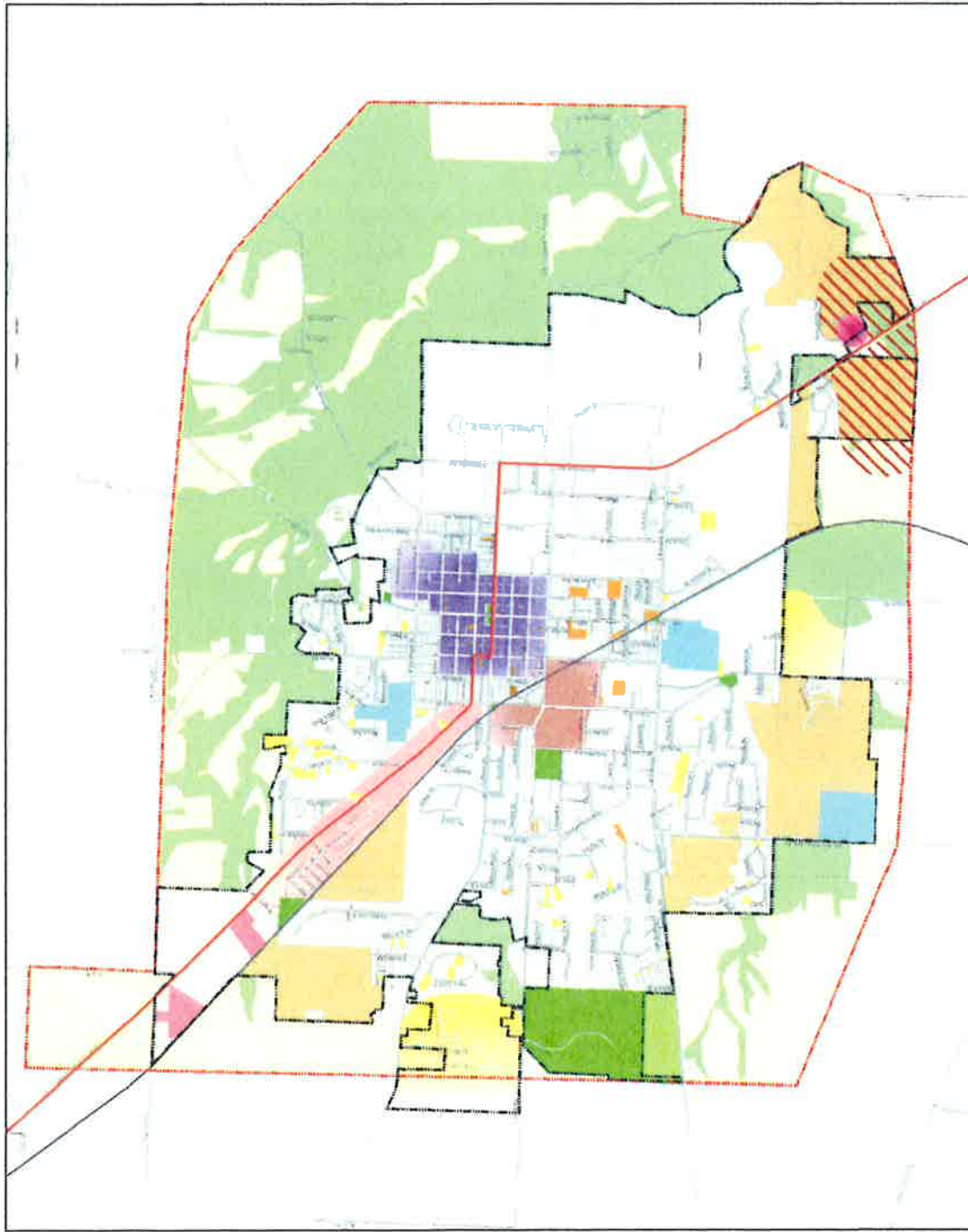
I would like to see some of this land retain its OI zoning. My suggestion is most of parcel #H4100143000004 remain as OI. See the attached sketch. This parcel is 21 acres. I would guess the area I marked is approximately 15 acres.

Drawings reviewed by: [Signature] Date: 2-26-14

G. ALAN HYGER

PRINTED NAME

MAP 3.6 CONSERVATION AND DEVELOPMENT MAP



- Concept Areas**
- Neighborhood Expansion
  - Mixed Use Center
  - Corridor Enhancement Area
  - Neighborhood Enhancement Area
  - Redevelopment
  - Potential Park Expansion
  - Conservation Development
  - Natural Areas
  - Traditional Neighborhood Development
  - Economic Expansion Area

- Developable Character Areas**
- Corridor
  - Neighborhood General 1
  - Neighborhood General 2
  - Neighborhood General 3

- Railroad
- U.S. Highway
- Existing Roadway
- Parks
- Civic Sites
- Developed Areas
- City Boundary
- Sewer / Study Boundary



Date Created: 7/14/08

ACP (Data Source: Butler County GIS)

Oxford Tomorrow: Community Update

*Larger document available*

TABLE 3.4 CONCEPT AREA MATRIX

| Concept Area Descriptions            |                                                                                                                                                                    |                   |                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     |                                   |    |     |    |       |    |     |     |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------|----|-----|----|-------|----|-----|-----|
| Concept Areas                        | Location                                                                                                                                                           | Land Area (Acres) | Development Intent                                                                                                                                                                                                                                                                                                                                                                                                            | Building Blocks                                                     | Preferred Uses                    |    |     |    |       |    |     |     |
|                                      |                                                                                                                                                                    |                   |                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                     | SF                                | TF | ASF | MF | CIVIC | NC | LSC | IND |
| Corridor Enhancement                 | U.S. Route 27 from Locust Street extending Northwest                                                                                                               | 175               | Enhance landscaping, signage and access along the corridor to improve the local image when entering the city. Promote and attract new commercial uses and enhance connectivity and the design of existing uses through public and private investment.                                                                                                                                                                         | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 45'<br>75%<br>25'-30'<br>>30,000  |    |     |    | ✓     |    |     | ✓   |
| Mixed Use Center                     | Community gateways along and U.S. Route 27 (southeast)                                                                                                             | 400               | Develop a small-scale commercial mixed use center intended to serve the daily needs of residents including single-family areas found in neighborhoods and multifamily development, as well as future office, commercial and light industrial development in surrounding areas.                                                                                                                                                | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 45'<br>50%<br>50'-100'<br>>4,000  | ✓  |     | ✓  | ✓     |    |     |     |
| Neighborhood Enhancement             | Area north of Spring Street around Updown and Homestead                                                                                                            | 184               | Stabilize and enhance existing neighborhoods within the Mile Square; this should include the maintenance and improvements to public and private property that reflects the traditional neighborhood characteristics and commercial features that exist in the area.                                                                                                                                                           | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 35'<br>30%<br>20'<br>>3,500       |    |     |    | ✓     |    |     |     |
| Neighborhood Expansion               | Areas located on the periphery of the City to the south and west                                                                                                   | 159               | Primarily undeveloped land within or contiguous to existing city boundaries that can accommodate new residential growth. New growth in these areas should reflect the qualities of the surrounding character areas and interconnect with other neighborhoods. New growth should be in a conservation pattern as described below under Conservation Development.                                                               | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 35'<br>30%<br>20'<br>>3,500       | ✓  |     | ✓  |       | ✓  |     |     |
| Park Expansion                       | Area located to the south of the Community Park                                                                                                                    | 32                | Expand the Community Park to serve a variety of active and passive recreational uses. New park development should be easily accessed by a variety of mobility options.                                                                                                                                                                                                                                                        | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | NA                                |    |     |    |       | ✓  |     |     |
| Redevelopment                        | Commercial area between College Street and McCutley Avenue, and extending from south of Spring Street to West High Street                                          | 72                | Redevelop with a mix of small and medium sized commercial uses with a well defined streetscape and public spaces. Residential uses should also be integrated within the area to create a 24-hour district, and to create shopping and dining options within walking distance of surrounding neighborhoods.                                                                                                                    | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 45'<br>50%<br>25'-30'<br>>10,000  |    |     |    | ✓     |    | ✓   |     |
| Traditional Neighborhood Development | Vacant residential areas on the edge of the city. Some of these areas may already be platted                                                                       | 588               | Growth in a traditional neighborhood pattern in areas that are appropriate for a variety of residential development types because of their proximity to planned or existing roadways and utilities. New development should be walkable with a distinct center and edge, open spaces, well designed streets and public spaces, and include multiple housing options.                                                           | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 35'<br>30%<br>20'<br>>3,500       | ✓  |     | ✓  |       |    | ✓   |     |
| Conservation Development             | Areas zoned primarily for agriculture or low density residential development within the Study Area but are beyond the city limits and may have entitlement rights. | 1,556             | Conserve areas that have value as open spaces but are subject to development because entitlement to development may exist. If developed these areas should incorporate conservation practices preserving and enhancing the natural environment and rural character.                                                                                                                                                           | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 35'<br>30%<br>20'<br>>3,500       | ✓  |     |    |       | ✓  |     |     |
| Natural Areas                        | Natural areas within the Study Area but beyond the city limits and may have entitlement rights                                                                     | 736               | Preserve and enhance natural or agricultural areas where appropriate. These areas have environmental significance and may have development constraints. These areas may also have zoning entitlements. If developed the development should incorporate context sensitive design to protect existing natural areas. Areas that are protected should be connected to the extent possible to create a greenbelt around the city. | Height (Feet)                                                       | 35'                               |    |     |    |       | ✓  |     |     |
| Economic Expansion Area              | Area located to the southeast portion of Oxford near US 27                                                                                                         | 232               | Develop new office, commercial and light industrial along U.S. 27 south. Development in this area is encouraged primarily for fiscal reasons, but may integrate some residential uses. Development should be set back from the roadway in a manner that does not compromise the rural nature of the south gateway into the city. The development pattern will be consistent with the desire to enhance small town character.  | Height (Feet)<br>Lot Coverage<br>Front Setback<br>Bldg. Square Feet | 45'<br>50%<br>50'-100'<br>>30,000 |    |     |    | ✓     |    | ✓   | ✓   |

The information presented in this table are recommendations for how these concept areas should be designed. Design flexibility should be granted as deemed appropriate by the city. The building blocks and preferred uses may slightly vary.

## LEGEND

|     |                        |       |                            |
|-----|------------------------|-------|----------------------------|
| SF  | Single Family          | Civic | Public Land and Facilities |
| TF  | Two Family             | NC    | Neighborhood Commercial    |
| ASF | Attached Single Family | LSC   | Large Scale Commercial     |
| MF  | Multi-Family           | IND   | Industrial                 |

*larger document available*



August 27, 2007

Mr. Scott Webb, Architect  
103 W. Walnut Street  
Oxford, OH 45056

RE: PC-07-2007 – ZONING MAP AMENDMENT

Dear Mr. Webb:

On August 7, 2007, the City of Oxford City Council approved Planning Commission's recommendation for approval of a Zoning Map Amendment - U.S. 27 South/Southpointe Parkway Butler County Land Use Classification to OI (Office & Light Industrial) and R1A (Single Family Low Density Residential). Attached is legislation regarding this case.

Should you have any questions related to this action, please contact me at 513/524-5204.

Sincerely,

Lynn Taylor  
Administrative Assistant  
Community Development Department

Enclosure

Cc: File  
Inspections

## ORDINANCE NO. 2966

AN ORDINANCE ACCEPTING THE PLANNING COMMISSION'S RECOMMENDATION AND GRANTING A ZONING MAP AMENDMENT FOR PROPERTY LOCATED ON SOUTHPOINTE BLVD. IN OXFORD, OHIO AND REZONING THE PROPERTY FROM BUTLER COUNTY ZONING CLASSIFICATION TO OI – OFFICE AND LIGHT INDUSTRIAL, R3 – MULTI-FAMILY RESIDENTIAL, R1A- SINGLE-FAMILY LOW DENSITY RESIDENTIAL, AND R2A – SINGLE AND TWO-FAMILY RESIDENTIAL.

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

SECTION 1: Council finds in accordance with Section 1125.01 of the Codified Ordinances of the City of Oxford, the Oxford Planning Commission held a public hearing on May 8, 2007, at 7:30 p.m., on the applicant's Scott Webb, Architect and 4-Leaf Development's application for a Zoning Map Amendment for property located on Southpointe Blvd. Oxford, Ohio rezoning the property from Butler County Zoning Classification to OI – Office and Light Industrial, R3 – Multi-Family Residential, R1A – Single-Family Low Density Residential, and R2A – Single and Two-Family Residential.

SECTION 2: The Oxford Planning Commission, after due deliberation, recommended granting the Zoning Map Amendment, and found that the proposed rezoning request was in keeping with the development plan submitted for the annexation request and would be zoned consistent with the zoning designations as assigned to the property by Butler County.

SECTION 3: The Planning Commission found the request does comply with the intent of the Oxford Codified Ordinances and the Oxford Comprehensive Plan.

SECTION 4: Council hereby accepts the report of the Oxford Planning Commission, and after due deliberation, finds for the granting of the Zoning Map Amendment rezoning Southpointe Blvd Oxford, Ohio to OI, R3, R1A, and R2A.

SECTION 5: Council hereby grants the rezoning request for the property as requested by the applicant, incorporating the application and documents submitted by the applicant as a term and condition of the granting of this rezoning request and orders that the official zoning map be amended.

SECTION 6: This Ordinance shall take effect at the earliest time allowed by law.

  
VICE MAYOR

ADOPTED: August 7, 2007

ATTEST:

  
DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: DAVE PROWS

PREPARED BY: LAW (STAFF)

## RESOLUTION NO. 04-12-3188

### Resolved by the Board of County Commissioners of Butler County, Ohio, That

WHEREAS, by advertisement, a public hearing to amend the Butler County Rural Zoning Resolution was held on December 16, 2004 on the application of 4 Leaf Development, LLC (case RZC 04-07), to redistrict the following described property in Oxford Township from A-1 (Agricultural District) to R-PUD (Residential – Planned Unit Development District) and B-PUD (Business – Planned Unit Development District):

#### LEGAL DESCRIPTION

For the property proposed for B-PUD Zoning District: Situated in Section 25, 35 and 36, Town 5, Range 1, Oxford Township, Butler County, Ohio and being particularly described as follows: Beginning at a point found by measuring from the Northwest corner of aforementioned Section 36, along the Westerly line of said section, South 02°28'10" West, 615.40 feet, thence South 01°44'05" West, 253.05 feet to the true point of beginning; thence from the point of beginning thus found, leaving said section line, South 87°14'09" East, 330.30 feet; thence Due North, 21.57 feet; thence along a curve to the right having a radius of 250.00 feet, through a central angle of 88°04'43", an arc length of 384.32 feet, a chord bearing of North 44°02'21" East, a chord distance of 347.58 feet; thence North 88°04'43" East, 246.98 feet; thence along a curve to the right having a radius of 300.00 feet, through a central angle of 08°12'01", an arc length of 42.94 feet a chord bearing of North 87°49'17" East, a chord distance of 42.90 feet; thence South 83°43'17" East, 491.06 feet; thence along a curve to the right having a radius of 500.00 feet, through a central angle of 09°03'38", an arc length of 79.07 feet, a chord bearing of South 79°11'28" East, a chord distance of 78.99 feet; thence North 15°20'21" East, 289.64 feet; thence along a curve to the right having a radius of 300.00 feet, through a central angle of 31°56'45", an arc length of 167.27 feet a chord bearing of North 30°13'37" East, a chord distance of 165.11 feet; thence North 13°17'40" East, 480.78 feet; thence South 65°04'57" East, 200.61 feet; thence North 66°10'51" East, 199.92 feet; thence North 54°30'09" East, 547.69 feet; thence North 02°09'54" East, 703.10 feet; thence along a curve to the right having a radius of 1050.00 feet, through a central angle of 45°24'22", an arc length of 832.11 feet, a chord bearing of South 24°52'05" West, a chord distance of 810.51 feet; thence South 47°34'16" West, 284.49 feet; thence along a curve to the left having a radius of 1050.00 feet, through a central angle of 47°05'46", an arc length of 863.08 feet, a chord bearing of South 24°01'23" West, a chord distance of 838.99 feet; thence South 00°28'30" West, 469.17 feet; thence along a curve to the right having a radius of 1150.00 feet, through a central angle of 55°47'35", an arc length of 1119.84 feet, a chord bearing of South 28°22'18" West, a chord distance of 1076.12 feet; thence South 56°16'05" West, 189.92 feet to a point in the centerline of Millville Oxford Road (S.R. #27); thence along said centerline, North 36°07'54" West, 634.48 feet; thence leaving said centerline, South 87°07'17" East, 229.75 feet; thence North 77°43'45" East, 206.02 feet; thence North 40°56'29" East, 188.72 feet; thence North 02°47'48" East, 100.00 feet; thence North 02°18'57" East, 504.29 feet; thence South 70°13'00" West, 666.96 feet; thence North 33°20'39" West, 571.95 feet; thence South 57°31'51" West, 270.00 feet to a point in the centerline of Millville Oxford Road (S.R. #27); thence along said centerline, North 33°20'39" West, 66.75 feet to a point in the aforementioned Westerly line of Section 36; thence North 33°30'05" West, 258.81 feet; thence leaving said centerline, North 61°53'58" East, 190.11 feet to a point in the aforementioned Westerly line of Section 36; thence along said section line, North 01°44'05"

East, 41.91 feet to the point of beginning containing 0.621 acres of land in aforementioned Section 35 and containing 7.926 acres of land in aforementioned Section 25 and containing 49.111 acres of land in aforementioned Section 36 for a total of 57.658 acres of land and being subject to all easements and right-of-ways of record.

For the property proposed for the R-PUD zoning district; situated in Section 25 and 36, Town 5, Range 1, Oxford township, Butler County, Ohio and being a 28.955 acre tract of land in part of the lands of 4-Leaf Development, LLC and being further described as follows: Beginning at the Northwest corner of aforementioned Section 36; thence along the Northerly line of said Section 36, South 86°09'03" East, 1071.50 feet; thence leaving said section line, North 02°09'54" East, 653.45 feet; thence South 88°01'08" East, 258.05 feet; thence South 25°28'00" East, 301.09 feet; thence South 65°04'57" East, 200.61 feet; thence South 13°17'40" West, 480.78 feet to a point in the centerline of a future roadway; thence along said centerline, along a curve to the left having a radius of 300.00 feet, through a central angle of 31°56'45", an arc length of 167.27 feet, a chord bearing of South 30°13'37" West, a chord distance of 165.11 feet; thence South 15°20'21" West, 289.64 feet; thence along a curve to the left having a radius of 500.00 feet, through a central angle of 09°03'38", an arc length of 79.07 feet, a chord bearing of North 79°11'28" West, a chord distance of 78.99 feet; thence North 83°43'17" West, 491.06 feet; thence along a curve to the left having a radius of 300.00 feet, through a central angle of 08°12'01", an arc length of 42.94 feet, a chord bearing of north 87°49'17" West, a chord distance of 42.90 feet; thence South 88°04'43" West 246.98 feet; thence along a curve to the left having a radius of 250.00 feet, through a central angle of 88°04'43", an arc length of 384.32 feet, a chord bearing of South 44°02'21" West, a chord distance of 347.58 feet; thence Due South, 21.57 feet; thence leaving said centerline, North 87°14'09" West, 330.30 feet to a point in the Westerly line of aforementioned Section 36; thence along said section line, North 01°44'05" East, 253.03 feet; thence North 02°28'10" East, 615.40 feet to the point of beginning containing 22.133 acres of land in aforementioned Section 36 and containing 6.822 acres of land in aforementioned Section 25 for a total of 28.955 acres of land and being subject to all easements and right-of-way of record.

Also a 85.240 acre tract of land further described as follows: Situated in Section 25 and 36, Town 5, Range 1, Oxford township, Butler County, Ohio and being in part of the lands of 4-Leaf Development, LLC and being further described as follows: Beginning at a point found by measuring from the Northwest corner of aforementioned Section 36, along the Westerly line of said section, South 02°28'10" West, 615.40 feet; thence South 01°44'05" West, 294.94 feet; thence leaving said section line, South 61°53'58" West, 190.11 feet to a point in the centerline of Millville Oxford Road (S.R. #27); thence along said centerline, South 33°30'05" East, 258.81 feet; thence South 33°20'39" East, 66.75 feet; thence South 33°49'14" East, 1064.89 feet; thence South 36°07'54" East, 634.48 feet to the true point of beginning; thence from the point of beginning thus found, leaving said centerline, North 56°16'05" East, 186.92 feet; thence along a curve to the left having a radius of 1150.00 feet, through a central angle of 55°47'35", an arc length of 1119.84 feet, a chord bearing of North 28°22'18" East, a chord distance of 1076.12 feet; thence North 00°28'30" East, 469.17 feet; thence along a curve to the right having a radius of 1050.00 feet, through a central angle of 47°05'46", an arc length of 863.08 feet, a chord bearing of north 24°01'23" East, a chord distance of 838.99 feet; thence North 47°34'16" East, 284.49 feet; thence along a curve to the left having a radius of 1050.00 feet, through a central angle of 45°24'22", an arc length of 832.11 feet, a chord bearing of North 24°52'05" East, a chord distance of 810.51 feet; thence North 02°09'54" East, 703.10 feet; thence South 48°04'03" East, 142.19 feet; thence South

50\*19'03" East, 87.12 feet; thence South 53\*19'03" East, 145.86 feet; thence South 57\*49'03" East, 105.60 feet; thence South 64\*04'03" East, 126.72 feet; thence South 61\*49'03" East, 465.96 feet; thence South 51\*34'03" East, 91.08 feet; thence South 32\*19'03" East, 117.48 feet; thence South 29\*04'03" East, 264.00 feet; thence South 33\*19'03" East 108.90 feet; thence South 38\*19'03" East, 122.10 feet; thence South 53\*34'03" East, 490.38 feet to a point in the aforementioned northerly line of Section 36; thence along said section line, North 87\*33'59" West, 681.89 feet to a point in the centerline of Woodruff Road; thence leaving said section line, along said centerline, South 02\*36'27" West, 107.75 feet; thence leaving said centerline, South 36\*36'27" West, 296.86 feet; thence South 64\*10'57" West, 429.00 feet; thence South 33\*19'27" West, 363.00 feet; thence South 14\*35'27" West, 189.75 feet; thence South 88\*19'28" West, 656.79 feet; thence South 02\*37'42" West, 1619.45 feet; thence due West, 176.56 feet to a point in the aforementioned centerline of Millville Oxford Road (S.R. #27); thence along said centerline, North 36\*07'54" West, 634.48 feet to the point of beginning containing 54.808 acres of land in aforementioned Section 36 and containing 30.43 acres of land in aforementioned Section 25 for a total of 85.240 acres of land and being subject to all easements and right-of-ways of record.

WHEREAS, the Butler County Planning Commission recommended the aforesaid map amendment be approved subject to staff comments at a public hearing held in conjunction therewith on November 9, 2004; and

WHEREAS, the Butler County Rural Zoning Commission recommended said map amendment be approved subject to staff comments at a public hearing held in conjunction therewith on November 22, 2004; and

WHEREAS, the Board of Butler County Commissioners concurs with the findings of the Butler County Planning Commission and the Butler County Rural Zoning Commission that said amendment is an appropriate use of the land.

THEREFORE BE IT RESOLVED that the Commission approves the request for case RZC 04-07 based on the aforementioned reasons and subject to the following conditions:

1. Development is tied into City of Oxford public water and sanitary sewer services as noted on the Preliminary PUD Plan.
2. Proposed US 27 / SR 73 Connector Road shall be a "Boulevard" type street design with raised concrete median and heavily landscaped to provide a buffer between B-PUD and R-PUD uses.
3. Proposed US 27 / SR 73 Connector Road location and design criteria is tentative and subject to change by ODOT and BCEO, and the relocation of the road may result in a "Major Change" to the district boundaries.
4. Landscaping plan shall be submitted with each Final Development Plan per Article 13.0606.
5. Per Article 13A0314, the proposed R-PUD development shall not exceed twelve (12) dwelling units per acre as noted on the Preliminary PUD Plan. This density shall be calculated for both sections of the R-PUD District (not each district on their own).
6. Enough screening shall be provided through mounding and landscaping so that the Commercial use on the west side of Woody's Drive is not visible from US 27 or any property not located within the proposed PUD Development. Commercial development shall not be accessible from US 27.
7. Signage design plan shall be submitted with each phase of the final development. Signage should be coordinated across the entire development.
8. A flood study will be required on all streams and creeks on the property. The results of this study shall delineate the flood plain boundary on the Final PUD plan for each portion of the development.

9. Per Article 13B.032 YARD REQUIREMENTS, The perimeter of the B-PUD shall maintain a minimum of fifty (50) feet for side and rear yard setback requirements.
10. The permitted uses in the B-PUD District shall be limited to Office and Research and Development. Light Warehousing and Distribution may be permitted on a case by case basis which maintains the character of the Tech Park and as approved by the Planning Commission. Retail will be permitted in the "commercial" area.
11. Unless designated on the Final PUD Plan, all open space is to be left undisturbed.
12. An overall coordinated pedestrian plan which provides access to all lots in the development is required prior to approval by the Butler County Board of Commissioners.
13. A Traffic Impact Study (TIS) will be required prior to approval of the first phase of the Final PUD plan.

Commissioner Furmon moved for the foregoing resolution. Commissioner Jolivette seconded the motion and upon call of the roll, the vote resulted as follows:

|                        |     |
|------------------------|-----|
| Commissioner Jolivette | Yea |
| Commissioner Fox       | Yea |
| Commissioner Furmon    | Yea |

Adopted: December 16, 2004

Attest: *Hora K. Dutcher*, Clerk

**Note:** The map amendment is not effective until thirty (30) days after the date of approval by the Board of Butler County Commissioners.

COPY

RESOLUTION NO. 05-05-1031

Resolved By the Board of County Commissioners of Butler County, Ohio, That

WHEREAS, the application by 4 Leaf Development, was submitted to Board of County Commissioners for Final Planned Unit Development (PUD) Plan approval for College Suites; and

WHEREAS, said application was reviewed by the Butler County Planning Commission at a public hearings held in conjunction therewith:

THEREFORE BE IT RESOLVED that on the authority vested in the Butler County Board of Commissioners the Board hereby approves the Final Planned Unit Development (PUD) Plan for College Suites subject to the following conditions:

1. All drainage easements must be maintained by an incorporated Property Owners Association or petition the County Commissioners for their maintenance. If the ditch petition process is chosen, it must be completed prior to final plat approval. There will be no exceptions. (The ditch petition process takes approximately 60 days.)
2. All erosion and sediment control regulations must be met throughout the duration of construction, including the EPA NPDES Permit and the Butler Soil and Water Conservation District (BSWCD) Earth Moving Permit. The BSWCD Earth Moving Permit application and fee must be submitted with the construction drawings.
3. Any roadway improvements required on U.S. 27 based on the submitted traffic impact study shall be completed by the developer at the developer's expense.
4. Additional sidewalks need to be added as shown on the attached drawing. Either the integral curb and walkway is to be used, or a separate stand alone sidewalk. Curb ramps are required where the sidewalk changes grade with the street/parking lot.
5. The use of gates at the entrance is acceptable to the City of Oxford Fire Department so long as the following items are included: Yelptone activated, a minimum of a twelve (12) foot wide by twelve (12) foot high opening required per lane for ingress/egress, manual override capacity, set gates so that in the case of a power failure, the gates automatically open and the submission of a set of plans and specifications for the gates prior to approval.

RESOLUTION NO. 4170

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH FOUR LEAF DEVELOPMENT CORPORATION.

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

SECTION 1: Council having received the recommendation of the City Manager and having received an oral report on the Development Agreement between the City of Oxford and Four Leaf Development Corporation, finds the same to be in the City's best interest.

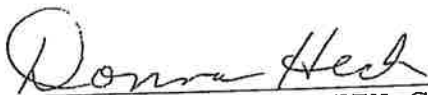
SECTION 2: Council hereby authorizes the City Manager to enter into a Development Agreement with Four Leaf Development Corporation, which is substantially in the same form as the proposed Development Agreement, incorporated herein, and dated April 2006.

SECTION 3: This resolution shall take effect at the earliest date allowed by law.

  
MAYOR

ADOPTED: April 18, 2006

ATTEST:

  
CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: JEROME CONLEY

PREPARED BY: LAW(STAFF)

## DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into as of this 23 day of May, 2006 ("Effective Date") by and between **4-Leaf Development, LLC**, an Ohio limited liability company, its successors and assigns (collectively, hereinafter referred to as "4-Leaf") located at 22 East High Street, Oxford, Ohio, 45056, and **OXO1, Ltd.**, an Ohio limited partnership, its successors and assigns (collectively, hereinafter referred to as "OXO1") located at 319 N. Magnolia Avenue, Orlando, Florida and **The City of Oxford, Ohio**, an Ohio municipal corporation (the "City") located at 101 East High Street, Oxford, Ohio, 45056. 4-Leaf, OXO1 and the City, at times hereafter, may be collectively referred to as the "Parties" or individually as a "Party" under the following circumstances.

### RECITALS

A. 4-Leaf and OXO1 own the Property (hereinafter defined) upon which they plan to develop a planned commercial, business and single and multi-family residential project (collectively the "Project"); and

B. The City has agreed to make City sanitary sewer and water service available to the Project; and

C. The Parties desire to annex real property owned by 4-Leaf and OXO1 as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") into the City in order to facilitate the development of the Project; and

D. The Parties desire to provide for various other covenants and agreements with respect to the development of the Property and the Project; and

E. The Parties desire to formalize the understandings between them with respect to the Project and the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

### ARTICLE I - WATER

A. Upgrade of Existing Line. 4-Leaf agrees to upgrade the existing water main and related improvements located on US 27 South adjacent to the Property (the "Water Line Work") and to extend water service into the Property by way of Southpointe Parkway ("Parkway Water Line Work") substantially in accordance with the plans and specifications set forth on Exhibit "B" attached hereto, at 4-Leaf's initial cost and expense. When the Water Line Work and the Parkway Water Line Work are completed and accepted by the City (pursuant to Chapter 921 of the Codified Ordinances of the City), the water main and related improvements, as upgraded (collectively, hereinafter referred to as the "Water Line"), shall be owned and maintained by the

City, subject to the obligation of 4-Leaf to provide a one-year maintenance bond ("Waterline Maintenance Bond") for the Water Line Work and the Parkway Water Line Work (pursuant to Chapter 921 of the Codified Ordinances of the City). The Parties acknowledge and agree that the Waterline Maintenance Bond shall be in the amount of Sixty Nine Thousand One Hundred Fifty Four and 60/100 (\$69,154.60) Dollars.

B. Water Services. The Parties agree that 4-Leaf and OXO1 shall have the right at all times to tap into the Water Line (without the obligation to pay a tap or connection fee subject to the exhaustion of the Waiver as provided in Article V A.) with lines of the size shown on attached Exhibit "B" and at the places shown on attached Exhibit "B" and 4-Leaf and OXO1 shall have the right to use the City water service for the benefit of the Property and the Project. .

C. Rates. Until such time as the Property is annexed into the City, water service will be provided to the Property and/or the Project at the rates paid by users of water service which are not located in the City. At such time as the Property is annexed into the City, water service will be provided to the Property and/or the Project at the rates paid by City users of water service.

## ARTICLE II - SANITARY SEWER

A. Sanitary Sewer Line Extension. 4-Leaf agrees to install a sanitary sewer line and related improvements to the Property substantially in accordance with the plans and specifications set forth as Exhibit "C" attached hereto (the "Sewer Line Work"), at 4-Leaf's cost and expense. When the Sewer Line Work is completed and accepted by the City (pursuant to Chapter 923 of the Codified Ordinances of the City), the new sanitary sewer line and related improvements, excluding service laterals, (collectively, hereinafter referred to as the "Sewer Line") shall be owned and maintained by the City, subject to the obligation of 4-Leaf to provide a one-year maintenance bond (the "Sewer Line Maintenance Bond") for the Sewer Line Work pursuant to Chapter 923 of the Codified Ordinances of the City. The Parties acknowledge and agree that 4-Leaf's Sewer Line Maintenance Bond shall be in the amount of Twenty Five Thousand, Eight Hundred Sixty Two and 67/100 (\$25,862.67) Dollars. The City and OXO1 will sign a mutually agreeable Easement Agreement for that part of the public Sewer Line located on the Property owned by OXO1 allowing for inspection, maintenance and repair of the sewer line.

B. Sanitary Sewer Services. The Parties agree that 4-Leaf and OXO1 shall at all times have the right to tap into the Sewer Line (without the obligation to pay a tap or connection fee subject to the exhaustion of the Waiver as provided in Article V A.) with lines of the size shown on attached Exhibit "C" and at the places shown on attached Exhibit "C" and 4-Leaf and OXO1 shall have the right to use City sewer sanitary service for the benefit of the Property and the Project.

C. Rates. Until such time the Property is annexed into the City, sanitary sewer service will be provided to the Property and/or the Project at the rates paid by users of sanitary sewer service which are not located in the City. At such time as the Property is annexed into the City, sanitary sewer service will be provided to the Property and/or the Project at the rates paid by City users of sanitary sewer service.

### ARTICLE III - ANNEXATION

A. Annexation. The Parties acknowledge and agree that the Property is currently located in Oxford Township, Butler County, Ohio (the "Township"), and the Parties desire the Property to be annexed into the City. The Parties acknowledge that 4-Leaf and OXO1 will file the annexation petition (the "Petition") necessary to commence the process of annexation under Section 709.022 of the Ohio Revised Code ("Code") or Section 709.023, as provided below, and further that each of the Parties will take such other actions reasonably required to further the process of annexation under Section 709.022 or Section 709.023, as provided below, of the Code.

B. Procedure. The City shall immediately commence good faith negotiations with the Township and proceed diligently to enter into an Annexation Agreement ("Annexation Agreement") with the Township as provided for in Section 709.192 of the Code. The Annexation Agreement shall be satisfactory to 4-Leaf and OXO1 as it relates to the zoning of the Property and/or liens or assessments to be placed on the Property, in 4-Leaf's and OXO1's sole discretion, and shall provide, among other things, that at the time that the Property is annexed into the City the Property shall be zoned in accordance with Exhibit "D" attached hereto ("Zoning Designations"). 4-Leaf and OXO1 shall have no right to reject the Annexation Agreement except with respect to whether the Property shall be zoned in accordance with the Zoning Designations or if the Annexation Agreement requires that any lien or assessment be placed on the Property. Immediately upon execution, the City shall provide 4-Leaf and OXO1 with a certified copy of the Annexation Agreement together with a resolution of services and intent (the "Annexation Resolution") passed by the City which Annexation Resolution shall, among other things: (a) authorize the City Manager to execute and deliver the Annexation Agreement on behalf of the City; (b) provide that the Property shall be annexed into the City pursuant to and consistent with the terms of the Annexation Agreement; and (c) contain such other provisions and/or assurances as 4-Leaf or OXO1 may request with respect to the zoning of the Property and/or liens or assessments affecting the Property, including, but not limited to, provisions that the Property will be accepted as zoned by the City consistent with the Zoning Designations. At such time, the Petition shall be filed pursuant to Section 709.022 of the Code.

If, after negotiating with the Township in good faith, the City reasonably determines, that the City and the Township are unable to come to an agreement with respect to the Annexation Agreement, the City shall give 4-Leaf and OXO1 written notice ("Annexation Notice") of such fact. The Annexation Notice may only be given by the City to 4-Leaf and OXO1 after June 1, 2006 but on or before September 1, 2006 (the "Outside Date"). In such case, 4-Leaf and OXO1 will, within fifteen calendar days of the Annexation Notice, file a Petition pursuant to Section 709.023 of the Code. Contemporaneously, the City agrees to accept from 4-Leaf and OXO1, an application to zone the Property and to have the application heard by the Planning Commission at the first available date. The application will call for the Property to be zoned consistent with the Zoning Designations, subject to the City of Oxford conditions for development of a Planned Unit Development relating solely to Dimensional Requirements (defined below) and signage as set forth in Chapter 1151 of the Ordinance. The rezoning will then be heard by City Council. If, simultaneously with the annexation of the Property becoming final, the City:

fails to rezone the Property consistent with the Zoning Designations or otherwise agreed by 4-Leaf and OXO1,

denies the replat of the Property consistent with the Zoning Designations,

refuses to issue a zoning permit for the Property consistent with the Zoning Designations, or

makes such zoning upon conditions unacceptable to 4-Leaf and/or OXO1, in their sole and absolute discretion,

then 4-Leaf and/or OXO1, in their sole and absolute discretion, may withdraw the Petition or institute a detachment proceeding, which the City expressly agrees not to oppose.

C. Failure of Petition. If the Petition is not filed pursuant to Article III B above on or before the Outside Date, the obligation of 4-Leaf and OXO1 to file the Petition shall terminate as of the Outside Date and thereafter none of the Parties shall have any further rights or obligations to the other pursuant to this Article III. All other rights and obligations of the Parties set forth in this Agreement, except as otherwise provided in this Agreement, shall be unaffected and shall continue in full force and effect.

#### ARTICLE IV - CONNECTOR

A. Connector. The City has received approval for federal funding ("Federal Funding") for the preliminary engineering and environmental work (the "Studies") for the construction of a roadway connector (the "Connector") between US 27 and State Route 73 which shall cross the Property in the area generally shown on Exhibit "E". The City is required, as a condition to the receipt of the Federal Funding, to generate matching funds ("Matching Funds") of up to twenty (20%) percent of the total cost of the construction of the Connector. The Federal Funding and Matching Funds may be collectively referred to hereafter as the "Connector Financing". Upon completion of the Studies to the reasonable satisfaction of the City, the City shall diligently proceed to finalize the Connector Financing to enable the construction of the Connector to commence at the earliest possible time.

B. Right of Way. Subject to the conditions set forth in Section C hereof, upon the written request of the City, 4-Leaf agrees to transfer to the City or its designee fee simple title to that part of the Property (the "Right of Way") upon which the Connector will be constructed. The Right of Way will be conveyed to the City or its designee by means of a Quit Claim Deed ("Deed") duly executed by an authorized representative of 4-Leaf. The Right of Way will be conveyed to the City free and clear of all mortgage liens but subject to easements, conditions and restrictions of record. The acreage of the Right of Way shall not exceed ten (10) acres (unless otherwise agreed to by the Parties) and shall be located in an area mutually agreed upon by 4-Leaf and the City.

C. Conditions. 4-Leaf's obligation to deliver the Deed to the City or its designee shall be subject to the following conditions ("Connector Conditions"):

1. Annexation. The Property shall have been annexed into the City pursuant to Article III and all Ordinances with respect thereto shall be final.
2. Right of Way. 4-Leaf and the City shall have agreed upon the location of the Right of Way.
3. Financing. The City shall certify in writing to 4-Leaf that the Connector Financing is available for use in connection with the construction of the Connector.
4. Conditions to Financing. The Connector Financing shall not adversely affect the development of the Property (as determined by 4-Leaf in its sole discretion) or result in the imposition of any lien, charge, assessment, encumbrance or the like on the Property or any part of it due to the Connector Financing which would obligate any owner of the Property or any part of the Property to pay an amount greater than the amount of real estate taxes that would normally be imposed on the Property (or the relevant part of it).

D. Failure of Connector Conditions. If any of the Connector Conditions are not met to the satisfaction of 4-Leaf, in its sole discretion, or waived by 4-Leaf, in its sole discretion, before December 31, 2008 (the "Outside Date for the Connector"), 4-Leaf's obligations under Article IV(B) shall terminate as of the Outside Date for the Connector and thereafter 4-Leaf may elect to construct (in such a way as to comply with all applicable laws pertaining to competitive bidding and prevailing wages for public projects) and dedicate a road ("Road") in the area generally shown for the Connector on Exhibit "E" in accordance with the Butler County, Ohio, engineering specifications (the "Engineering Specifications"). If 4-Leaf elects to construct the Road, 4-Leaf and the City agree as follows:

1. Public Dedication. If the Property has been annexed into the City, upon completion of the construction of the Road, 4-Leaf will dedicate the Road as a public street. Provided that the Road has been constructed to the Engineering Specifications, the City will sign the dedication plat accepting the Road as a public street to be maintained (subject to 4-Leaf's maintenance obligations under its one year maintenance bond pursuant to Section 1101.06 of the Codified Ordinances of the City) by the City, at the City's sole cost and expense.
2. TIF District. If the Property has been annexed into the City, the City will, at 4-Leaf's request: (i) cause appropriate legislation to create one or more tax increment financing districts ("TIF Districts") under Chapter 5709 of the Code to be passed; and (ii) enter into a Service Payment Agreement ("Service Agreement") with respect thereto, all for the purpose of providing for the financing of the construction of the Road through the issuance of bonds and/or notes (the "TIF Obligations") of the City. Neither 4-Leaf nor any of its members shall be obligated to guarantee any

service payments ("Service Payments") made in lieu of taxes or any short-fall thereof under the Service Agreement nor shall the Service Agreement be recorded as an encumbrance against the Property nor shall 4-Leaf or any of its members be required to reimburse the Talawanda School District for its lost revenue.

3. Other Rights And Obligations. All other rights and obligations of the Parties set forth in this Agreement, except as otherwise provided in this Agreement, shall be unaffected by the failure of the Connector Conditions.

E. Other Roads. 4-Leaf shall have the right to develop that part of the Property (the "Undeveloped Property") to the east of the area in which the Connector or the Road is proposed as shown on Exhibit "E" attached hereto. The City agrees not to unreasonably withhold or delay its approval of the development of the Undeveloped Property, so long as adequate access to the Property for public safety purposes is provided for. The City agrees to recommend that the existing lane adjacent to the Undeveloped Property is sufficient to adequately serve public safety purposes with respect to the development of the Undeveloped Property.

#### ARTICLE V - ADDITIONAL CITY COVENANTS

The City covenants and agrees to do the following:

A. Water and Sewer Taps. The City hereby waives (the "Waiver") all tap and/or connection fees or permit charges (collectively, hereinafter the "Tap Fees") for taps into the Water Line and/or the Sewer Line for the benefit of all or any part of the Property or the Project. The City hereby agrees that 4-Leaf and OXO1 shall have the right to assign all or any of its rights under the Waiver without the City's prior consent so long as the assignment is only for the benefit of the Property or any part of it.

The Waiver will terminate at the earlier of the following dates: (i) on the date that the total dollar amount of the Tap Fees that would have been paid to the City for taps benefiting all or any part of the Property by 4-Leaf, OXO1, or their successors and assigns, but for the Waiver, is equal to Six Hundred Thousand and 00/100 (\$600,000.00) Dollars (which sum is the agreed upon cost for 4-Leaf to complete the Water Line Work); or (ii) January 1, 2036. The parties acknowledge that as of March 30, 2006, the City has waived Three Hundred Fifty Six Thousand Eighty (\$356,080.00) Dollars in Tap Fees and that that amount is to be deducted from Six Hundred Thousand and 00/100 (\$600,000.00) Dollars leaving the balance of Tap Fee waiver yet available to 4-Leaf and OXO1 to be Two Hundred Forty Three Thousand Nine Hundred Twenty and 00/100 (\$243,920.00) Dollars. The City shall certify in writing ("Tap Certification") to 4-Leaf on or before January 30<sup>th</sup> of each calendar year the total Tap Fees waived in the immediately preceding calendar year and the aggregate amount of Tap Fees waived. 4-Leaf shall also have the right to request a Tap Certification from the City from time to time.

B. Final PUD Approvals. The Annexation Agreement and the Annexation Resolution will provide, among other things, that the Property, if annexed into the City, will be zoned consistent with the approved preliminary Planned Unit Development plans and related

density provisions (collectively, hereinafter the "Final Plans") attached hereto as Exhibit "F", subject only to the requirements for set-backs (front, rear and side-yard) and building height provided for in Chapter 1143 of the Codified Ordinances of the City (collectively, the "Dimensional Requirements") and signage as set forth in Chapter 1151 of the Codified Ordinances of the City. The term "Dimensional Requirements" shall not be interpreted to include any other requirements not specified in Chapter 1143 of the Codified Ordinances of the City.

C. Point of Presence. Prior to December 31, 2008, and on annexation of the Property, the City may, at the City's option, cause a fiber optic point of presence ("POP") to be installed at no cost or expense to 4-Leaf or OXO1 in the right of way area for US 27 adjacent to the Property which shall, in part, serve the Property and the Project. Once installed, 4-Leaf and OXO1 shall have the right to tap into the POP and extend and use POP service for the benefit of the Property and the Project, subject to the payment of applicable service and connection rates established by the City or authorized third party provider for City users from time to time.

D. Easements. The City will grant to 4-Leaf and OXO1 such easements as are reasonably requested by 4-Leaf or OXO1 for constructing and tapping into, accessing or using the Water Line, the Sewer Line and the POP.

E. Right of Way. At the time 4-Leaf conveys title to the Right of Way as provided for in Article IV of this Agreement, the City will execute and deliver to 4-Leaf such documentation as 4-Leaf may require, including but not limited to IRS Form 8283, so that 4-Leaf can substantiate its non-cash charitable contribution to the City in the amount of the agreed-upon fair market value of the Right of Way. The fair market value of the Right of Way shall be the value determined by a qualified real estate appraiser from Butler County, Ohio, hired by 4-Leaf and approved by the City (which approval shall not be unreasonably withheld or delayed).

F. Ordinances. The final ordinances which the City agrees to pass pursuant to this Agreement or in connection with the performance of any of its obligations under this Agreement, including, but not limited to Annexation Resolution, and the ordinance authorizing the execution and delivery of this Agreement shall be deemed "final" for purposes of this Agreement at the later of: (i) thirty (30) days after such ordinance is passed by City Council; or (ii) the date the referendum period with respect to such ordinance has expired.

G. ODOT. The City covenants and agrees to cooperate with and assist 4-Leaf with respect to any Ohio Department of Transportation requirements, including permitting, applications and approvals. The City covenants and agrees to support 4-Leaf's effort with respect to such matters in any reasonable respect.

H. Sidewalk. The City covenants and agrees, at its sole cost and expense, to construct a sidewalk (the "Sidewalk") along US 27 South in the area set forth on Exhibit "H"; provided, however, that the City shall have no obligation to construct the Sidewalk on property owned by The Board of Trustees of Miami University ("Miami") nor shall the City have an obligation to construct the bridge shown thereon. That part of the Sidewalk to be constructed by the City shall be complete on or before July 1, 2007. The City further covenants and agrees to

use best efforts to negotiate with Miami to provide for the construction of the Sidewalk on property owned by Miami on or before July 1, 2007 and to use best efforts to negotiate with 4-Leaf with respect to the construction of the bridge.

#### ARTICLE VI - ADDITIONAL 4-LEAF COVENANTS

4-Leaf covenants and agrees to do the following:

A. Turn Lanes; Traffic Light. If the Property is annexed into the City, 4-Leaf will construct, at its sole cost and expense, the turning and deceleration lanes ("Roadway Improvements") and install a traffic signal ("Signal") according to the plans and specifications set forth on Exhibit "G" (collectively, the "Roadway Work"). Upon completion of the Roadway Work, 4-Leaf shall dedicate the Roadway Improvements as publicly dedicated improvements. Thereafter, the Roadway Improvements shall be maintained by the City, at its sole cost and expense, subject to the obligation of 4-Leaf to provide a one-year maintenance bond for the Roadway Improvements pursuant to Section 1101.06 of the Codified Ordinance of the City. After 4-Leaf installs the Signal, it shall be maintained by the City, at its sole cost and expense, subject to the obligation of 4-Leaf to provide a one-year maintenance bond for the Signal pursuant to Section 1101.06 of the Codified Ordinances of the City.

B. Conservation Easements. If the Property is annexed into the City, at the request of the City, 4-Leaf shall grant to Three Valley Conservation Trust, or another eligible entity agreed upon by the City and 4-Leaf, a conservation easement over that part of the Property denoted as "green space" on Exhibit "F" hereto, subject to such terms and conditions (including, but not limited to the documentation of the value of the charitable gift for IRS purposes) as are acceptable to 4-Leaf, in its sole discretion.

C. Easements. 4-Leaf will grant to the City such easements over the Property in areas acceptable to 4-Leaf as may be reasonably requested by the City for the Water Line and the POP.

D. Southpointe Parkway. The City acknowledges that 4-Leaf has commenced development of the Project prior to the annexation of the Property into the City. The Parties further acknowledge and agree that the construction of the public improvements for the Project, including but not limited to Southpointe Parkway, commenced prior to the finalization of the annexation of the Property into the City. All such public improvements shall be completed by 4-Leaf in accordance with the Engineering Specifications as defined in Article IV D. hereof. Further, if the Property has been annexed into the City, the Parties agree that upon completion of the construction of these public improvements in accordance with the Engineering Specifications, the City will accept them as public improvements which will be maintained by the City, subject to 4-Leaf's obligation to post a one-year maintenance bond in the amount as required.

## ARTICLE VII - MANAGEMENT OF THE PROJECT

A. Control. Except with respect to that part of the Project owned by OXO1, 4-Leaf shall have sole control over the Project and is entitled to take such action as is commercially proper and necessary to perform its obligations hereunder, provided that such action of 4-Leaf shall not be inconsistent with the terms of this Agreement or contrary to law.

B. No Conflict. The City acknowledges that 4-Leaf, OXO1 and affiliates of each, have or will have a number of development projects in Butler County, Ohio and surrounding areas and that the activities of 4-Leaf, OXO1 or affiliates of each with respect to such other projects shall not constitute a conflict of interest or otherwise entitle the City to any claim against 4-Leaf, OXO1 or affiliates of each, or any such other project, under this Agreement or otherwise.

## ARTICLE VIII - REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of 4-Leaf. 4-Leaf represents and warrants to the other Parties as follows:

1. 4-Leaf is an Ohio limited liability company duly formed and validly existing under the laws of the State of Ohio.
2. 4-Leaf has full power and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement, and all transactions contemplated hereby, have been duly authorized and approved by all necessary actions of 4-Leaf and are the legal, valid and binding obligations of 4-Leaf.

B. Representations and Warranties of OXO1. OXO1 represents and warrants to the other Parties as follows:

1. OXO1 is a limited partnership duly formed and validly existing, in the State of Ohio.
2. OXO1 has full power and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement, and all transactions contemplated hereby, have been duly authorized and approved by all necessary actions of OXO1 and are the legal, valid and binding obligations of OXO1.

C. Representations and Warranties of the City. The City represents and warrants to the other Parties as follows:

5. The City is a duly established and validly existing municipality and political subdivision in and of the State of Ohio.

6. The City has full power and authority to enter into and perform this Agreement. The execution, delivery, and performance of this Agreement and all transactions contemplated hereby have been duly authorized and approved by all necessary actions of the City, and are the legal, valid and binding obligations of the City.
7. The execution and delivery of this Agreement and the performance of the duties and obligations provided for in this Agreement by the City do not violate any provisions of the City's Charter or any law, ordinance or regulation or any agreement to which the City is a party or by which the City is bound.
8. The City has received no notice of any pending or threatened claim, litigation, or other administrative action or other legal proceeding involving or affecting the transactions contemplated by this Agreement.
9. The costs of any construction, work or maintenance performed by the City contemplated by this Agreement shall not be the subject matter of any special assessment, which will be levied against the Property.
10. By virtue of this Agreement and subject to its terms: (a) 4-Leaf, OXO1 and their successors and assigns, shall have a right of access to each of the Sewer Line, the Water Line, and the POP (if any); (b) 4-Leaf, OXO1 and their successors and assigns, shall have the right to use each of the Sewer Line, Water Line and the POP (if any) at the rates paid by users of water, sewer and POP services as provided for in this Agreement; and (c) 4-Leaf, OXO1 and their successors and assigns, shall have the right to tap into the Water Line and/or the Sewer Line servicing the Property as provided for in this Agreement.

#### ARTICLE IX - MISCELLANEOUS

A. Ordinance. The City hereby acknowledges and agrees that Ordinance 2845 (the "Utility Ordinance") is amended by this Agreement and that 4-Leaf's and OXO1's performance pursuant to this Agreement shall constitute the satisfaction of all of 4-Leaf's and OXO1's obligations under the Utility Ordinance.

B. Duration. The term of this Agreement shall commence on the date set forth above and shall remain in effect and as a continuing obligation of the Parties, subject only to such rights, or obligations that terminate pursuant to the terms hereof.

C. Waiver. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right thereunder, nor shall it deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be made in writing.

D. Notices. All notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when (i) delivered personally or (ii) three calendar days after deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested, or (iii) upon delivery by nationally recognized overnight courier, addressed as follows or to such other person or address as either party shall designate by notice to the other party given in accordance herewith:

|          |                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4-Leaf:  | 4-Leaf Development, LLC<br>James M. Clawson<br>22 East High Street<br>Oxford, Ohio 45056<br>Facsimile: (513) 523-9415                                      |
| Copy to: | Catherine L. Evans, Esq.<br>Millikin & Fitton Law Firm<br>Six South Second Street<br>P.O. Box 598<br>Hamilton, Ohio 45012<br>Facsimile: (513) 863-0031     |
| OXO1:    | College Suites<br>319 N. Magnolia Avenue<br>Orlando, Florida 32801                                                                                         |
| City:    | City of Oxford<br>Jane Howington, City Manager<br>101 E. High Street<br>Oxford, OH 45056-1887<br>Facsimile: (513) 523-7769                                 |
| Copy to: | Stephen M. McHugh, Esq.<br>Altick & Corwin Co., L.P.A.<br>1700 One Dayton Centre<br>One South Main Street<br>Dayton, OH 45402<br>Facsimile: (937) 223-5100 |

Failure of any Party to provide any notice to the other Party's legal counsel shall not be deemed a failure of the notice for purposes of this section.

E. Execution. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the Parties unless and until it has been signed on their behalf by their respective duly authorized representatives. Commencement of performance hereunder or under any subsequent agreement shall not constitute a waiver of this

requirement. As used herein, the term "Agreement" shall mean this Development Agreement and the Exhibits attached hereto. This Agreement may be executed in one or more counterparts by any Party hereto and by all Parties hereto in separate counterparts, each of which, when so executed and delivered to the other Parties, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

F. Severability. If any provision of this Agreement is or should become wholly or partially invalid or unenforceable for any reason whatsoever or violate any applicable law, this agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein. There shall be substituted for any such provision deemed to be deleted a suitable provision which, as far as is legally possible, comes nearest to what the parties desired or would have desired according to the sense and purpose of this Agreement had this point been considered when concluding this Agreement.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its rules as to conflicts of laws. The Parties hereto further agree that any action, suit, or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and prosecuted as to all parties and their heirs, successors and assigns and consent to and submit to the exercise of jurisdiction over its person by any court situated therein having jurisdiction over the subject matter.

H. Relationship of the Parties. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the Parties to this Agreement.

I. No Third Party Beneficiary. Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of the City, 4-Leaf, OXO1, any lender providing financing to 4-Leaf or OXO1 and their successors and permitted assigns, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

J. Dispute Resolution. The Parties agree that, in order to carry out the spirit and intent behind this Agreement, each shall cooperate fully with the others in furtherance of the objectives of this Agreement. If, however, a matter arises that is addressed in this Agreement or the interpretation of which cannot be mutually resolved and remains in dispute, the Parties agree that some method of alternative dispute resolution is appropriate to resolve the differences. To that end, the Parties agree to submit unresolved Agreement matters in dispute to either arbitration or mediation, as may be mutually agreed. In the event that any Party notifies the others in writing that such alternative dispute resolution is requested by such Party ("Notice"), the Party receiving the Notice shall have thirty (30) days in which to respond and agree to the method proposed. In the event no written agreement is reached, any Party may pursue any resolution of the dispute through any remedy available to such Party in law or in equity, including the filing of a lawsuit in a court of competent jurisdiction.

The arbitration proceedings will be conducted in Butler County, Ohio under the commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is made, except that the decision of the arbitrator shall include written findings of fact and conclusions of law. The arbitrator shall be selected by agreement of the Parties, but if they do not so agree within twenty (20) days of the date of the initial request by the Party for arbitration, the selections shall be made pursuant to the designated rules of the AAA. The decision of the arbitrators shall be exclusive, final, and binding on all parties, their respective successors and assigns. To the extent permitted at law, each party to the arbitration proceeding will bear its own expenses in the arbitration for expenses of presenting that party's case. Other arbitration costs, including arbitrators' fees, administrative fees, and fees for jointly required or obtained records or transcripts, will be shared equally by the parties to the arbitration proceeding.

Mediation shall be determined by each Party selecting and mutually agreeing upon a mediator and shall take place in Butler County, Ohio. The costs of mediation shall be equally shared and paid.

K. Diligent Performance. With respect to any duty or obligation imposed on a party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of the performance thereof. Notwithstanding the above, time is of the essence in regard to payment obligations.

L. Time of the Essence. Time is of the essence for all matters in this Agreement herein and the Parties shall diligently pursue and complete their obligations hereunder.

M. Force Majeure. A Party shall not be in default in the performance of an obligation under this Agreement, other than an obligation requiring the payment of a sum of money, if and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, riot, governmental regulations not in effect at the date of execution of this Agreement, conditions that could not have been reasonably foreseen by the claiming party, inability to obtain construction materials or energy, fire or unavoidable casualty or other causes beyond the reasonable control of the Party.

N. Approvals. Except as required by statute, whenever a Party to this Agreement is required to consent to, or approve, an action by another Party or to approve any such action to be taken by another Party, unless the context clearly specifies a contrary intention or specific time limitation, such approval or consent shall be given within fifteen (15) business days (i.e., Saturdays, Sundays, and legal holidays excluded) and shall not be unreasonably withheld or delayed by the Party from whom such approval or consent is required. If a Party suffers damage due to another Party unreasonably withholding or delaying approval or consent, such other Party shall reimburse such Party for such damages.

O. Binding Effect. This Agreement and all of the provisions hereof shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

P. Successors and Assigns/Memorandum of Agreement. Subject to the limitations otherwise contained in this Agreement, the covenants, terms, and conditions contained in this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto, including any person or entity to which 4-Leaf or OXO1 may sell or transfer a portion of the Project. This Agreement is a condition for the development of the Project and shall be a restriction that runs with the land. This Agreement or a memorandum thereof shall be recorded by the Parties hereto.

Q. Entire Agreement/Merger. This Agreement contains the entire agreement among the Parties hereto with respect to the subject matter set forth herein and supersedes any and all other agreements, oral or written, with respect to the subject matter of this Agreement.

R. Construction. No provision of this Agreement shall be construed by any court or other judicial authority against any Party hereto by reason of such Party's being deemed to have drafted or structured other provisions. The Parties have been represented by counsel with regard to this Agreement.

This Agreement embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements, and understandings relating to the subject matter hereof. No representations, promise, inducement, or statement of intention has been made by any Party which has not been embodied in this Agreement, and no Party shall be bound by or be liable for any alleged representation, promise, inducement, or statement of intention not so set forth. This Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the Parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving Party. Failure of any Party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of such provision by any Party.

***[Remainder of Page Intentionally Left Blank]***

The Parties have signed and executed this Agreement on the date first written above.

CITY OF OXFORD

By: Jane Howington  
Jane Howington, City Manager

4-LEAF DEVELOPMENT, LLC

By: Barry D. Kelly  
Pamela S. Lindley

OXO1, LTD.

By: Renee Capi  
Pamela S. Lindley

APPROVED AS TO FORM:

By: [Signature]  
Stephen M. McHugh, Law Director  
City of Oxford, Ohio

## ORDINANCE NO. 2965

AN ORDINANCE ACCEPTING THE ANNEXATION PETITION FROM 4-LEAF DEVELOPMENT, LLC, AND OXO1, LTD. FOR 172.512 ACRES OF LAND ABUTTING MILLVILLE OXFORD ROAD, IN THE TOWNSHIP OF OXFORD, OHIO AND ACCEPTING SAID TERRITORY TO BE ANNEXED.

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

SECTION 1: 4-Leaf Development, LLC and OXO1, Ltd. filed a petition with the Board of County Commissioners of Butler County, Ohio, to obtain annexation to the City of Oxford, Butler County, Ohio, territories consisting of 172.512 Acres of Land bounded by Millville Oxford Road, in the Township of Oxford, Ohio. Said petition was filed with the consent of all parties pursuant to Ohio Revised Code Section 709.022.

SECTION 2: The Board of County Commissioners did, by Resolution No. 07-04-0638, adopted April 12, 2007, approve the annexation of the proposed territory to the City of Oxford as hereinafter described. Such approval was subject to the terms and conditions contained in the Annexation Agreement, provided for by Ohio Revised Code Section 709.192, attached hereto and incorporated herein as Exhibit "A".

SECTION 3: The Board of County Commissioners did, through the Clerk of the Board of County Commissioners, Butler County, Ohio, certify a transcript of the proceedings in connection with the map and petition required herein to the Clerk of the Oxford City Council who received the same on the 13th day of April, 2007.

SECTION 4: Sixty (60) days from the date of the filing have now elapsed in accordance with the provisions of Ohio Revised Code 709.04.

SECTION 5: The proposed annexation, as applied for in the petition of 4-Leaf Development, LLC and OXO1, Ltd. being the petitioner and owner of the real estate in the territory sought to be annexed and filed with the Board of County Commissioners, Butler County, Ohio, in which the petition prayed for annexation to the City of Oxford, Ohio, of certain territory adjacent thereto as hereinafter described, and which petition was approved for annexation to the City of Oxford, Ohio, by the Board of County Commissioners on April 12, 2007, be and the same is hereby accepted and deemed annexed to the City of Oxford, subject to all the *terms and conditions provided herein and contained within the Annexation Agreement*, attached hereto and incorporated herein as Exhibit "A", the acceptance of public roads and streets, and the submittal of a performance and maintenance bond pursuant to Section 1101.06 of the Oxford Code of Ordinances. The territory to be annexed is more particularly described in Exhibits "B" and "C", attached hereto and incorporated herein.

SECTION 6: A certified transcript of the proceedings for annexation with an accurate map of the territory, together with the petition for annexation and the papers relating to all proceedings heretofore with the County Commissioners, are all on file with the Clerk of the City of Oxford, and have been for more than sixty (60) days.

SECTION 7: The Clerk of the City of Oxford be and is hereby authorized and directed to make three copies of this ordinance, to each of which shall be attached a copy of the map accompanying this petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners of Butler County, Ohio, related thereto, and certified as to the correctness thereof. The Clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder and one copy to the Secretary of State and shall file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective and the Clerk shall do all other things as required by law.

SECTION 8: This Ordinance shall take effect at the earliest time allowed by law.

  
VICE MAYOR

ADOPTED: August 7, 2007

ATTEST:

  
DEPUTY CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: JEROME CONLEY

PREPARED BY: LAW (STAFF)

# Rezone Area Connector Road

Exhibit D-Exhibit  
PRELIMINARY PUD PLAN EXHIBIT

4-LEAF DEVELOPMENT, LLC.

SECTIONS 25, 36 & 36, TOWN 5, RANGE 1,  
OXFORD TOWNSHIP, BUTLER COUNTY, OHIO

OCTOBER, 2004

REV. NOVEMBER, 2004

SCALE: 1" = 100'

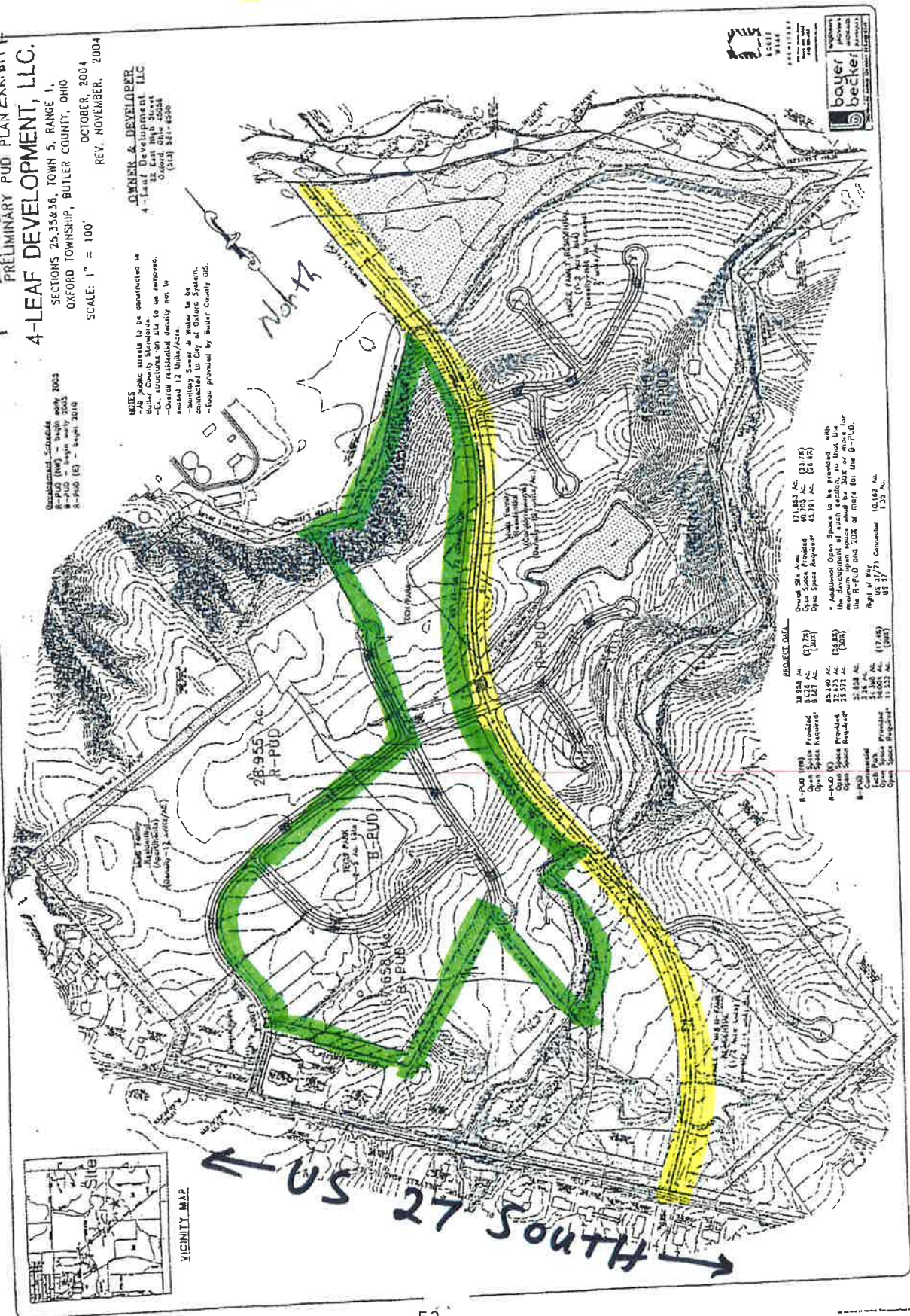
OWNER & DEVELOPER  
4-Leaf Development, LLC  
2500 N. Main St.  
Oxford, OH 45054  
(513) 521-4500

NOTES:  
-All structures to be constructed to conform to Butler County Standards.  
-All structures on site to be removed.  
-Overall residential density not to exceed 12 Units/Acre.  
-The proposed connector road to be constructed to City of Oxford Standards.  
-Flow provided by Butler County GIS.

QUANTITIES:  
R-PUD (100) = 171,883 Ac.  
R-PUD (100) = 171,883 Ac.  
R-PUD (100) = 171,883 Ac.



VICINITY MAP



PROJECT DATA

|                     |             |         |             |         |
|---------------------|-------------|---------|-------------|---------|
| R-PUD (100)         | 171,883 Ac. | (17.18) | 171,883 Ac. | (17.18) |
| Open Space Provided | 8,127 Ac.   | (4.75)  | 8,127 Ac.   | (4.75)  |
| Open Space Required | 8,127 Ac.   | (4.75)  | 8,127 Ac.   | (4.75)  |
| R-PUD (100)         | 171,883 Ac. | (17.18) | 171,883 Ac. | (17.18) |
| Open Space Provided | 8,127 Ac.   | (4.75)  | 8,127 Ac.   | (4.75)  |
| Open Space Required | 8,127 Ac.   | (4.75)  | 8,127 Ac.   | (4.75)  |
| R-PUD (100)         | 171,883 Ac. | (17.18) | 171,883 Ac. | (17.18) |
| Open Space Provided | 8,127 Ac.   | (4.75)  | 8,127 Ac.   | (4.75)  |
| Open Space Required | 8,127 Ac.   | (4.75)  | 8,127 Ac.   | (4.75)  |

# PC-2014-02

## Surrounding Property Owners Map

### Legend

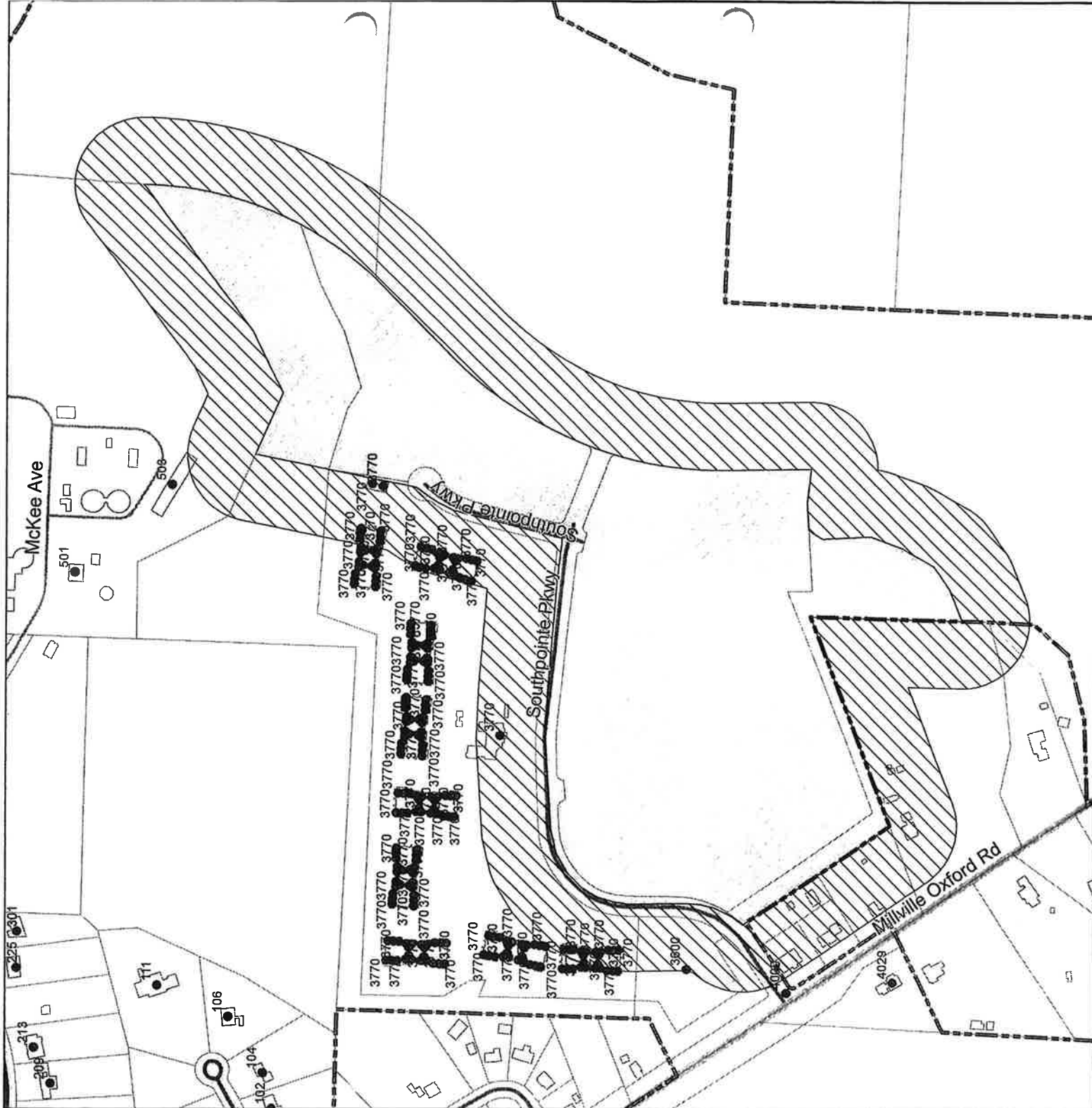
-  Subject Area
-  200 Ft. Buffer
-  Oxford Corporation Limit
-  Parcel
-  16.5' Vacated ROW
-  Building Footprint
-  Paved Roadway



1 inch = 400 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.



*4-Leaf Development, LLC*  
125 West Spring Street --- Oxford, OH 45056  
(513) 524-9500 / FAX (513) 523-9415

**LETTER OF AGENCY**

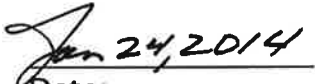
January 24, 2014

To Whom It May Concern:

Please be advised that Scott Webb, Architect has permission to represent our interest with the City of Oxford and act on our behalf for the Planning Commission and City Council meetings regarding a Zoning Map Amendment for a portion of Southpointe Crossings.

Thank-you,

Signed:   
James Clawson  
4-Leaf Development LLC

  
Date:

**Zoning Map Amendment Application**  
City of Oxford, Ohio

**REQUIRED INFORMATION**

Name of Applicant: Scott Webb  
(Attach a Letter of Agency if the applicant is not the property owner.)  
Mailing Address: 103 W. Walnut St.  
Oxford, Oh. 45050  
Telephone Number(s): 513-3838 Email Address: \_\_\_\_\_  
Location of Property: US 27 & Southpointe Parkway  
(Indicate address if there is an existing structure or subdivision name and lot number if subdivided.)  
Legal Description: \_\_\_\_\_  
Total Area: 57.580 Acres / Square Feet (circle one)  
Existing Use of Property: Undeveloped land  
Current Zoning: 01  
Proposed Zone(s): R2A SINGLE & TWO FAMILY RESIDENTIAL  
Proposed Use: Single & 2-family residential

**SUBMISSION REQUIREMENTS**

Please submit a vicinity map, at scale and a metes and bounds description of the property, the statement described below and the required fee of **\$150.00 plus actual postage**, made payable to the City of Oxford. The entire submission must be prepared in accordance with Chapter 1135, Zoning Code Amendments, of the City of Oxford Zoning Code.

On a separate sheet of paper, provide the names and addresses of all adjoining property owners within 200 feet of the site, including those across streets, roads, alleys and highways. NOTE: The Butler County website ([www.butlercountyohio.org/auditor](http://www.butlercountyohio.org/auditor)) is very helpful when searching for the mailing address of adjoining property owners. Once the site is up, click on online searches, then click on real estate. It will allow you to search by owner, address or parcel number. \*Property Owner names will not be provided in the agenda packet.

Attach a statement which responds to the following questions:

- What is the relationship of the proposed zone change to the City of Oxford's Comprehensive Plan?
- How will the zone change affect the neighborhood in which the property is located? Briefly describe any impacts of the change as proposed.
- How will the zone change affect public facilities such as sewer and water service, drainage, schools and roads, if applicable?
- What mitigating actions might be suggested to offset problems resulting from adverse impacts on private property and public facilities (e.g., landscape screening, drainage improvements, changes in traffic signalization, provision of additional turn lanes).
- Why is the current zoning classification of the property no longer appropriate?

All materials and application fee must be delivered to the office of Community Development, Municipal Building, 101 East High Street, Oxford, Ohio 45056. Any questions should be directed to the Community Development Department at (513) 524-5204. Submit materials 45 days prior to the proposed meeting date.

**NOTE: Incomplete applications will not be processed. City Staff will erect a public hearing sign on the subject property. It is the Applicant's responsibility to remove the signage once the hearing(s) are completed.**

SIGNATURE OF APPLICANT: Scott Webb Date: 1/24/14

PRINTED NAME: Scott Webb

**FEE / RECEIPT**

\$150 Fee plus Actual Postage Paid / Receipt Number: 19538.27

Jung-Han Chen  
Community Development Director  
City of Oxford  
Municipal Building  
101 E. High Street  
Oxford, Ohio 45056



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Re: Application for Zoning Map Amendment  
Changing the Existing OI District, Southpointe Crossings  
To R2A Single and Two-Family Residential

January 24, 2014

Dear Mr. Chen,

Please accept this letter as a formal request for a review hearing by the City of Oxford Planning Commission and Oxford City Council for a Zoning Map Amendment OI portion of the Southpointe Crossings on Southpointe Parkway. The proposed Zoning Map Amendment will change the affected property from Office/Light Industrial (OI) to Single and Two-Family Residential (R2A).

This proposal affects 57.586 acres owned by 4-Leaf Development LLC and was annexed into the City of Oxford beginning March 2007.

#### **Decision Standards**

In accordance with the decision standards for map amendments described in Section 1135.02(c)(1), we offer the following:

*A. There is an error on the Official Zoning Map or in the delineations between districts*

This property was purchased around 2004 as part of a larger acquisition of land outside the incorporated limit of Oxford. The Zoning for this property was originally set by Butler County, based on a desire to attract new business to the area through the creation of a "Tech Park". This concept was predicated on the construction of a "connector road" between US27 and State Route 73. The owners of the property proposed granting nearly 10 acres of Right-of-Way to the County for construction of the road.

An Annexation and Development Agreement between the property owners and the City of Oxford insured that this zoning would remain when annexed into the City of Oxford.

The City of Oxford, however, rejected this location for the proposed connector, and backed an alternate location for a Tech Park on State Route 73 and Oxford Milford Road, now known as the Miami Heritage Tech Park.

These decisions lead to an error in the Zoning Map by creating an unconnected commercial parcel of land surrounded entirely by residential zoning.

*B. The proposed amendment will make the map conform more closely with the Comprehensive Plan.*

The 1998 Comprehensive Plan was in effect as this property was annexed into the City of Oxford. This Plan lists south 27 as a "Growth Area 2010 & Beyond". This was in fact the same designation that was given to other entrances into the City including Brown Road & Oxford Reily Road (State Route 732). The plan did not however specify these growth areas as residential or commercial.

After this property was annexed into the City of Oxford, a new committee was formed to update the Comprehensive Plan. At this time, the idea of the connector road and Tech Park were still very active, and is subsequently reflected in the 2008 Comprehensive Plan, listing this as an "Economic Expansion Area" (the only one on the entire map).

While the current zoning designation may conform to the latest version of the Comprehensive Plan, the 2008 Comprehensive Plan and the current Zoning classification were based on factors that have since changed, as described below.

*C. There has been a substantial change in area conditions that necessitates the amendment*

Substantial changes have occurred in the area conditions since this property was annexed into the City of Oxford.

This property was purchased around 2004 as part of a larger acquisition of land outside the incorporated limit of Oxford. Work began with the Butler County Planners & Commissioners, ODOT, Miami University, and the City of Oxford, to possibly locate the proposed "Connector Road" through this parcel as part of the Butler County Thoroughfare Plan and to establish Zoning Districts provided in the Butler County Zoning Resolution.

In 2005, an application for utility service from the City of Oxford was presented and a Development Agreement was drafted. Part of this agreement required the owners of the property to install a new waterline from Patterson Ave. to the property in question and allow annexation into the City of Oxford. The City of Oxford agreed to maintain the zoning districts established by Butler County and construct a sidewalk providing safe pedestrian access from the property to Patterson Avenue.

It was not known in 2005, that the new Talawanda High School would be located across the street from this property.

2005 & 2006 saw the approval and construction of the multi-family development now known as "Level 27".

In April of 2007, as the annexation proceeded, application was made to the City of Oxford to establish zoning designations reflecting those approved by the County Commissioners, as described in the approved Development Agreement.

Meanwhile, in early 2008, the Butler County Thoroughfare Plan was making its way through the various affected City and Township governments. In June of 2008 The Butler County Commissioners put the Plan hold, awaiting the City of Oxford's vote for their continued support of the proposal, as they had done for years. This Plan included

the proposed US 27 – State Route 73 connector road, cutting through this property as a potential location; The owners of the property offered over 10 acres of Right-of-Way to help implement the plan, and to service the proposed Southpointe Crossings Tech Park.

This plan however would never come to fruition. June through October of 2008 saw the Oxford City Council debate the plan they had supported for years, resulting in the passing of ordinances and position statements that effectively eliminated the connector through this property, opting for an “inside” passage instead.

Concurrent to the events described above, 2008 also saw the passage of a Levy to construct a new High School. As we now know, the site that was chosen is in close proximity to the property in question, further changing the area conditions.

Since 2004, when the development was originally conceived, the area conditions have changed dramatically. The abandonment of the 27-73 connector road on which the Tech Park was dependent, and the location of the new High School combine to make the OI zoning no longer appropriate for this location.

- D. There is legitimate need for additional land area in the zoning district that will be expanded.*

While it is unclear whether there is legitimate need for additional residential zoning areas, there certainly is not a need for (2) separate and distinct Tech Parks in the City of Oxford.

In 2010, the City through the CIC worked with Todd Dockum to procure a \$3.5 Million grant through the Ohio Job Ready Sites Program, earning a #1 ranking in 2010. In doing so, the City committed to \$3.3 Million in local matching funds, effectively choosing which potential Tech Park location to support.

Subsequently, there is no longer a need for OI area in this location.

#### **Statement responding to questions posed on the Application.**

In response to the decision standards outlined in the application, we offer the following:

- A. What is the relationship of the proposed zone change to the City of Oxford's Comprehensive Plan?*

The 1998 Comprehensive Plan was in effect as this property was annexed into the City of Oxford. This Plan lists south 27 as a “Growth Area 2010 & Beyond”. This was in fact the same designation that was given to other entrances into the City including Brown Road & Oxford Reily Road (State Route 732). The plan did not however specify these growth areas as residential or commercial.

The 2008 Comprehensive Plan was created after the Zoning for this property was set, and reflects the idea of the connector road and Tech Park, listing this as an “Economic Expansion Area” (the only one on the entire map).

- B. How will the zone change affect the neighborhood in which the property is located? Briefly describe any impacts of the change as proposed.*

A zoning change in this area will eliminate an isolated Office/light Industrial zone in the middle of a residential area and near the new High School.

- C. *How will the zone change affect public facilities such as sewer and water service, drainage, schools and roads, if applicable?*

Public facilities will not be affected, as a substantial part of the infrastructure for the area is already in place. Residential uses place a lesser demand on public facilities & roads than Office/Light Industrial uses.

Eliminating the commercial use of this property may eliminate the need for another traffic signal, as less traffic would be generated by residential uses.

- D. *What mitigating actions might be suggested to offset problems resulting from adverse impacts on private property and public facilities (e.g., landscape screening, drainage improvements, changes in traffic signalization, provision of additional turn lanes).*

Changing the property to a Residential Zoning district makes it more compatible with the neighboring residential uses, lessening the need for mitigating actions.

- E. *Why is the current zoning classification of the property no longer appropriate?*

As described above, a number of factors make this zoning classification no longer appropriate:

The original zoning of the property was established by the County based on a road that will not be built.

We currently have an isolated Office/Light Industrial zone in the middle of an entirely residential area.

The Location of the new High School has added significant traffic to this part of town and the City was unable to align the entrance with that of the Southpointe Crossings development, To eliminate the commercialization of this portion of town could potentially eliminate the need for an additional traffic signal.

The City of Oxford has pledged money and invested resources in an alternate location for this use: The Miami Heritage Tech Park.

Thank you for your consideration of this proposal. If you have any questions or need any additional information, please call.

Respectfully,

Scott Webb, Architect

