

City of Oxford
Community Development Department
STAFF REPORT

Planning Commission

Subject: Area Plan for the South Side of Oxford

BACKGROUND INFORMATION:

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

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

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

THE PLAN

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

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

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

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

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

RECOMMENDATION

Staff is recommending the following:

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

SUBMITTED

BY: _____

Jung-Han Chen,
Community Development Director

DATE: January 7, 2015

Area Plan for the South Side of Oxford

VISION:

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

Goals and Objectives

Goals:

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

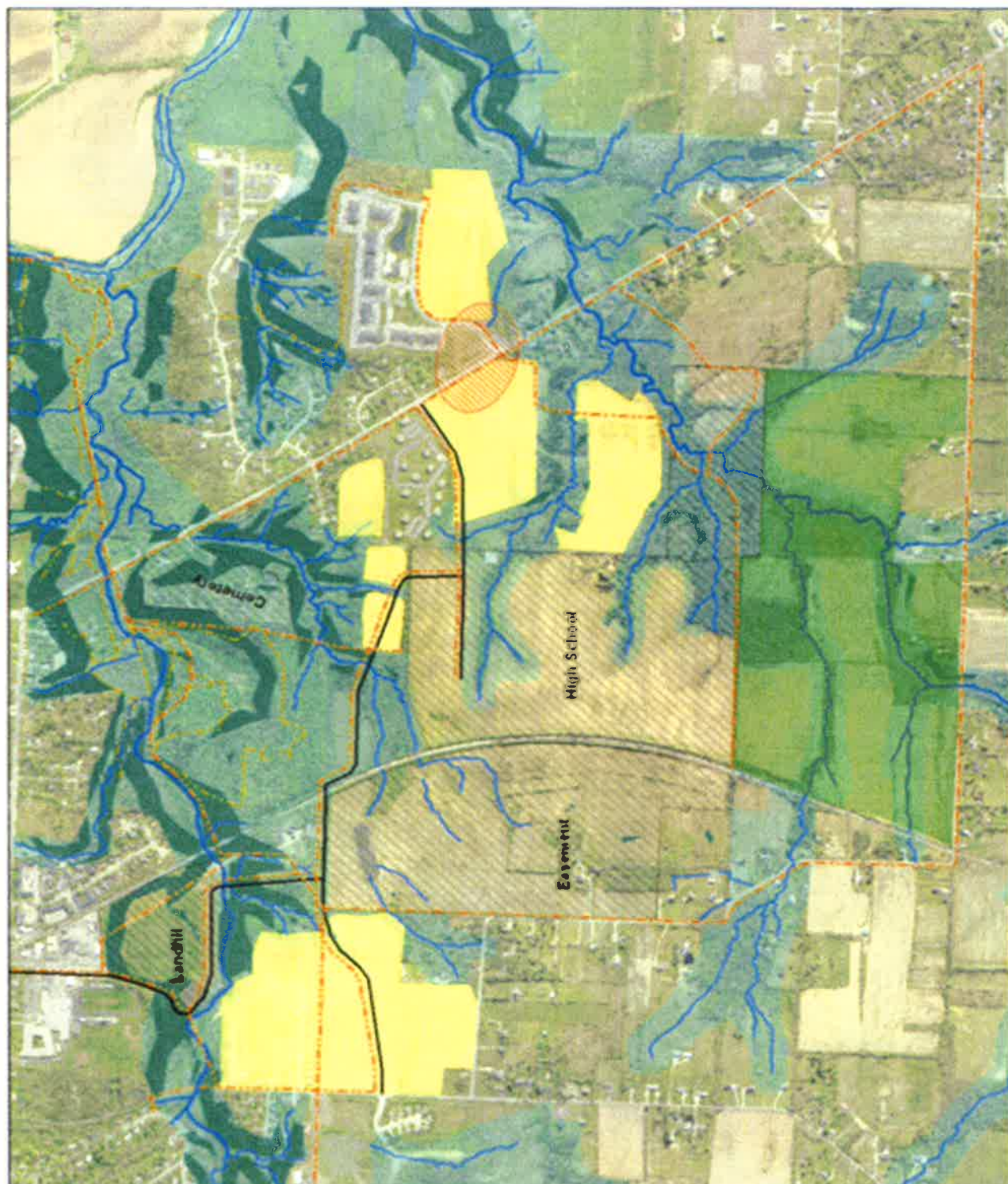
Objectives:

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

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

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

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



Legend

Conservation Development

Agricultural Preservation

Mixed Use

Restricted Use

Approved Road

Multiple Paths

Existing Paths

Primary Conservation

Secondary Conservation

City of Oxford
Community Development Department
STAFF REPORT

Planning Commission

Case # PC-2015-01

Date – January 13, 2015

APPLICATION

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

DESCRIPTION

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

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

SURROUNDING NEIGHBORHOOD

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

AGENCY COMMENTS:

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

PLANNING COMMISSION AND BOARD OF ZONING APPEALS SITE HISTORY

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

COMPREHENSIVE PLAN (2008)

Not applicable.

ZONING CODE REGULATIONS EXCERPTS

1143.12 GB GENERAL BUSINESS DISTRICT

(c) Site Development Regulations:

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

(2) A. Yard requirements (minimum).

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

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

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

(3) Structural requirements.

Maximum building height 45 feet

1145.10 CHANGES TO A PLANNED DEVELOPMENT.

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

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

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

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

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

SUBDIVISION REGULATIONS EXCERPTS;

1101.6 MINOR RESUBDIVISIONS, LOT SPLITS AND LOT CONSOLIDATION.

600 PROCEDURE

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

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

DECISION CRITERIA

A copy of the Planned Development Decision Standards is attached.

ANALYSIS

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

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

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

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

SUBMITTED

BY:


Jung-Han Chen,
Community Development Director

DATE: January 2, 2015

ATTACHMENT

SECTION 1145.06

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

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

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

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

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

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

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

- (b) **General Decision Standards.**

All planned developments shall satisfy these general decision standards:

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

- have the appearance of residential buildings permitted in the zoning district.
- (12) The site is designed so that on-site traffic and traffic accessing the site will not adversely impact the movement or safety of all modes of traffic on adjacent public streets.
 - (13) Proposed construction will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.
- (c) Additional Final Plan Decision Standards
- (1) The final planned development shall substantially conform to the preliminary plan.
 - (2) Any substantial changes from the preliminary plan improve the plan or were requested by Planning Commission or Council as a part of the preliminary plan approval process.
 - (3) If the final plan seeks approval of only a portion of the approved preliminary plan, the elements of the proposed phase are sufficient to stand alone if the remainder of the planned development is abandoned.
(Ord. 2838. Passed 2-15-05.)

City of Oxford
Inter-Office Review Transmittal Sheet

Date: December 9, 2014

To: Fire Department Engineering Division Police Department Economic Development

From: Community Development Department

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

 X Review Revisions Other

Comments or status update requested by: Lynn Taylor

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

Drawings are returned: w/comments without/comments

Drawings reviewed by:


John Detherage
PRINTED NAME

Date:

12-11-14

*emailed to
R. Fouta*



Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu, P.E.
City Engineer

RE: PC-2015-01 Planned Development

DATE: January 5, 2015

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

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

If there are questions, please contact the Engineering Division.



emailed fronta
12/21/14

Memo

Service Department
Engineering Division

513/524-5208 fax 513/524-5267

TO: Community Development Department

FROM: Victor Popescu, P.E.
City Engineer

RE: PC-2015-01 Planned Development

DATE: December 30, 2014

The following are our comments:

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

If there are questions, please contact the Engineering Division.



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

CASE NO.: PC-2015-01

DATE OF HEARING:

January 13, 2015

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

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

Name:

Rice Management, Inc.

Address:

508 S. College Ave.
Oxford, OH 44403

Telephone:

Home: 330-565-2909

Work: _____

COMMENTS:

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

Rice management, Inc.
By: Ron Rice, Pres.
Signature Ronald J. Rice, President

1-3-2015
Date

ORDINANCE NO. 3221

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

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

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

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

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

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

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

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

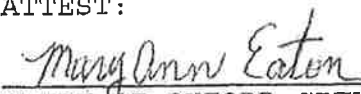
9. The pedestrian path to Spring Street shall be constructed as presented to the Planning Commission on May 14, 2013.
10. Landscaping improvements shall be installed as presented by the developer to the Planning Commission on May 14, 2013 and the requirement for tree islands at every 7 spaces is waived.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

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


MAYOR

ADOPTED: June 18, 2013

ATTEST:


CLERK OF OXFORD CITY COUNCIL

INTRODUCED BY: RICHARD KEEBLER

PREPARED BY: LAW(STAFF)



Internal Use Only:	
Case No.	PC-2015-01
Date Filed	11/28/14

Planned Development Application

Application Type

Choose One

☐

Preliminary (\$400)

☐

Final (\$400)

☒

Preliminary & Final (\$400)

Applicant Information

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

Name *

ROBERT FIORITA FOR RE NUC OXFORD COMMERCIAL, LLC.

Mailing Address *

4242 TULLER ROAD

City, State & Zip Code *

DUBLIN, OH

Telephone Number *

614-798-0900

Email Address

RFIORITA@NEWVILLAGECOMMUNITIES.COM.

Owner Information

Name *

ROBERT FIORITA % DAREN REDPATH

Mailing Address *

4242 TULLER RD

City, State & Zip Code *

DUBLIN, OH

Telephone Number *

614-798-0900

Email Address

SAME

Engineer/Surveyor Information

Name *

TROY MESSER / RANDY WOLFE

Mailing Address *

TROY.MESSER@KLINGERS.COM

City, State & Zip Code *

6305 CENTRE PARK DRIVE

Telephone Number *

61513 777-7851

Email Address

WEST CHESTER, OH 45069

Location and Lot Information

Name of Subdivision *

BISHOP SQUARE

Location of Property *

SOUTH LOCUST

Legal Description *

1/4- 4.1 ACRES

Zoning District *

RD 6B/RES

Total Area *

4.1

Acres

Submission Requirements and Documentation

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

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

- O. Other information as required by the Planning Commission or Council.
- (7) Elevations. Elevations of proposed structures or typical elevations if structures are not yet designed.
- (8) Other. Photographs of the existing site and its surroundings.
- (b) Final Plan.
- (1) The same items and information as required for the preliminary plan, except that the approximations shall be refined to specific locations, dimensions, and descriptions.
 - (2) A detailed traffic impact analysis, including all modes of transportation, prepared by a qualified professional engineer
 - (3) Any additional description or information requested by the Planning Commission or Council during the preliminary plan approval process.
 - (4) Detailed agreements, contracts, deed restrictions, and sureties that will be used to guarantee performance of the development during and after construction.

Surrounding Property Owners

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

Decision Process

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

Fees & Receipt

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

Sign and Date

Applicant Signature *

Date *

RE: NWC OXFORD COMMERCIAL, LLC
ROBERT FLORITA MANAGER
 11/24/14

Submit Application, Submission Requirements and Documentation, and Fees

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

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

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

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

For Staff Use Only

Fee Paid Date *

11/28/14

Receipt Number *

19139

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

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

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

November 24, 2014

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

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

Dear Jung Han,

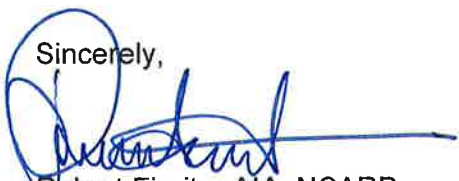
Attached is a Planned Development Application and related support documents for a Lot Split modification to Ordinance 3221 that was adopted by City Council May June 18th 2013. Ordinance 3221 created a PUD for two districts; one was residential use now called The Miami Preserve and the other was commercial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

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

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

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

Sincerely,



Robert Fiorita, AIA, NCARB
Applicant

1145.05 APPLICATION- PRELIMINARY PLAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Addendum

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

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

FOR Final Plan Submission

City Ordinance 2985 Preliminary Plan Approval

Former Wal-Mart site

CONCEPT OVERVIEW

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

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

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

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

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

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

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

COMPLAINT WITH ORDINANCE 2985

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

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

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

FINAL PLAN DEVELOPMENT SUBMISSION

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

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

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

PRIVATE DRIVEWAYS, PARKING LOTS, EARTHEN DAMS AND OTHER PAVED AREAS OR STRUCTURES SHOULD NOT BE CONSTRUCTED OVER PRIVATE WATER OR SEWER SERVICE LINES WITHIN THE PRIVATE ROAD RIGHT-OF-WAY OR WITHIN EASEMENT AREAS FOR THE PUBLIC UTILITIES. SHOULD THIS OCCUR, THE PROPERTY OWNER WILL BE HELD RESPONSIBLE FOR THE PROTECTION AND REPAIR OF AND FOR PROVIDING ACCESS TO ANY CURB STOPS, METER PITS, MANHOLES, CLEANOUTS, ETC. INSTALLED IN CONJUNCTION WITH THESE PRIVATE SERVICE LINES AND FOR ANY DAMAGE OR RESTORATION OF THE PAVED SURFACES OR STRUCTURES THAT MAY RESULT FROM THE FUTURE OPERATION, MAINTENANCE, REPAIR OR RE-CEMENT OF SUCH SERVICE LINE APPLICABLE ENFORCEANCES.

EASEMENTS ON SAID PLAT, DESIGNATED AS "SANITARY SEWER EASEMENTS" OR "WATERLINE EASEMENTS" ARE PROVIDED FOR THE RIGHT TO CONSTRUCT, USE, MAINTAIN AND KEEP IN REPAIR THEREON A SANITARY SEWER PIPELINE AND/OR WATER MAINS AND APPURTENANCES THERETO NECESSARY TO THE OPERATION THEREON, AND ARE PERPETUALLY DEDICATED TO THE CITY OF OXFORD.

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

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

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

DRAINAGE EASEMENTS

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

THE CITY OF OXFORD ALSO WILL NOT BE RESPONSIBLE FOR ADJUSTING MANHOLES, VALVES, FIRE HYDRANTS, METER PITS, ETC., AS A RESULT OF GRADE CHANGES. THE GRANTOR SHALL BE RESPONSIBLE FOR THE PROPER ADJUSTMENT OF MANHOLES, VALVES, FIRE HYDRANT, METER PITS, ETC., TO THE SATISFACTION OF THE CITY OF OXFORD. DUE TO GRADE CHANGES, PAVING, RE-PAVING, ETC., INITIATED BY THE GRANTOR.

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

APPROVALS

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

BY: _____

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

BY: _____

MEETING OF _____, 2015
APPROVED AND ACCEPTED BY THE CITY OF OXFORD COUNCIL BY ORDINANCE PASSED AT THE

CHAIR OF PLANNING COMMISSION

MAYOR

COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

SERVICE DIRECTOR CITY ENGINEER		DATE
--------------------------------	--	------

BISHOPS SQUARE PHASE II
BEING A REPLAT OF LOTS 3812-3813 BISHOPS SQUARE

EVR INVESTMENTS, LLC

OWNER.

O.R. 8636 PG 268

SECTION 27. TOWN 5. RANGE 1

CITY OF OXFORD

BUTLER COUNTY, OHIO

NOVEMBER 2014

ACKNOWLEDGMENT

STATE OF OHIO
BUTLER COUNTY

BE IT REMEMBERED THAT ON THIS DAY OF

_____, 2015, BEFORE ME, A NOTARY PUBLIC IN
AND FOR SAID STATE PERSONALLY CAME

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

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

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES

VICINITY MAP
N.T.S.

NO.	DATE	DESCRIPTION
1	11-21-14	PLAT

**BISHOPS SQUARE
PHASE II**

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

PROJECT NO:	120550VRP001
DATE	11-24-11

 SURVEY VALUE. |

RECORD PLAT

SHEET NO.

1 OF 4

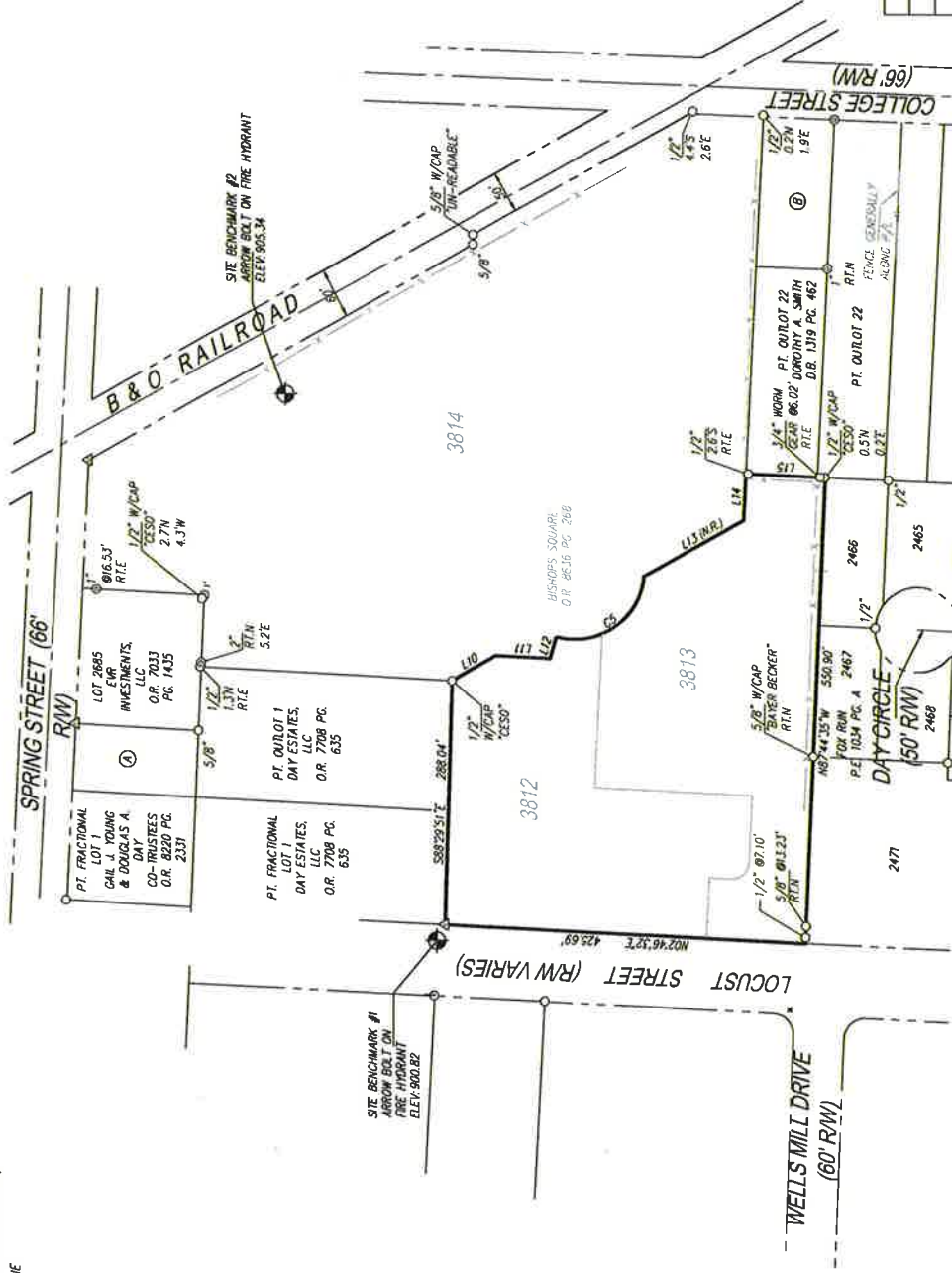
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE ACCOMPANYING PLAT IS THE CORRECT RETURN OF A SURVEY MADE UNDER MY DIRECTION FOR SUBDIVISION NAME MONUMENTS HAVE BEEN SET AND THEIR LOCATION AND SIZE ARE CORRECT AS SHOWN ON THE PLAT AND THAT THE CITY OF OXFORD SUBDIVISION REGULATIONS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

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

LEGEND

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

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



- NOTES
1. ALL MONUMENTS FOUND IN GOOD CONDITION.
 2. SOURCE OF OCCUPATION IS AS SHOWN.
 3. EVIDENCE OF OCCUPATION IS AS SHOWN.
 4. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM (OSPC) - SOUTH ZONE. THE PROJECT COORDINATES ARE BASED ON OSPC AND HAVE BEEN SCALED TO GROUND BY USING A PROJECT ADJUSTMENT FACTOR OF 1.0000994180 APPLIED AT A BASE POINT OF N:556,424.96 E:1,333,948.16. GRID AND GROUND COORDINATES ARE IDENTICAL AT THE BASE POINT.
 5. VERTICAL DATUM IS BASED ON THE OHIO DEPARTMENT OF TRANSPORTATION'S VERTICAL REFERENCE STATIONING SYSTEM (NVD 80). BENCHMARKS ARE AS SHOWN.

LINE TABLE	
LINE	BEARING
L10	S29°47'15"E
L11	S02°46'32"W
L12	S74°10'06"E (NR)
L13	S20°32'11"E
L14	S87°24'28"E
L15	S07°15'23"W
DISTANCE	
	59.89
	63.86
	26.04
	134.00
	94.89
	94.28

CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD
C3	81.00	143.18	101°16'46"
			125.25



CIVIL ENGINEERING
SURVEYING
LANDSCAPE
ARCHITECTURE
www.kleingers.com
8500 Chapel Road, Suite 200
Ward, Ohio 44124
513.779.7851

SEAL



NO. DATE DESCRIPTION
1 11-21-14 PLAT

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

PROJECT NO: 120550VRF001
DATE: 11-24-14

SCALE: 1"=100'
0 50 100 200

SHEET NAME:

RECORD PLAT

SHEET NO.

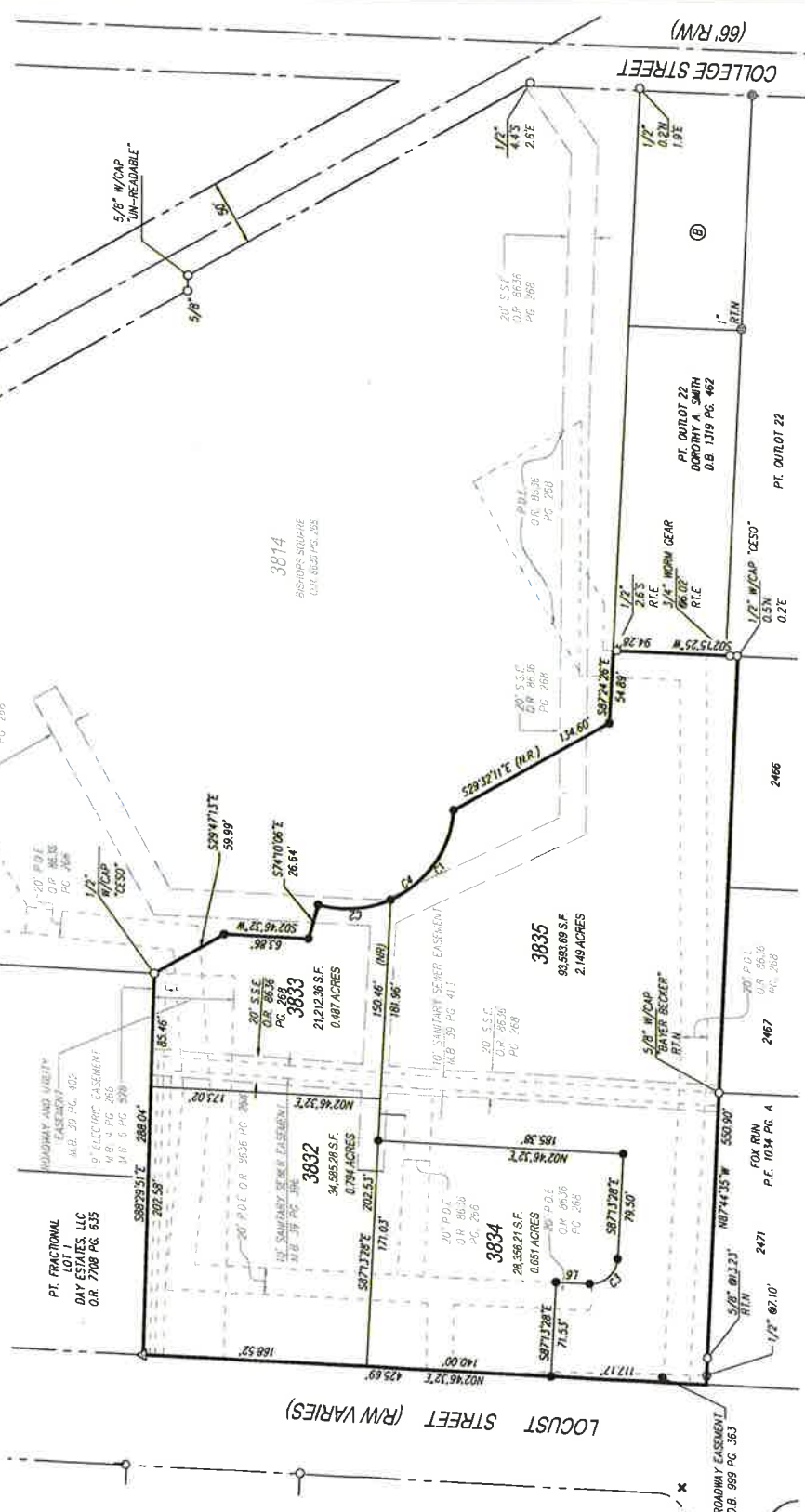
2 OF 4



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

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	81.00	87.18	61°39'59"	N54°57'15"W	83.03
C2	81.00	56.00	39°36'46"	S04°18'53"E	54.69
C3	20.00	31.42	90°00'00"	S42°32'28"E	28.28
C4	81.00	143.18	101°18'45"	S35°08'52"E	125.25

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



PARCEL	LOT	OWNER	BOOK/PAGE
A	2776	ENR INVESTMENTS, LLC	O.R. 7033, PG. 1435
B	PT. OUTLOT 22	MELINDA L. ARANNO CHRISTOPHER A. SIZELove	O.R. 8119, PG. 1226

NOTE: SEE PAGE 4 FOR WATERLINE INFORMATION

LEGEND

- | | |
|--------|--|
| ● | 5/8" IRON PIN SET |
| △ | MAJOR FOUND |
| ○ | 5/8" IRON PIN FOUND (UNLESS NOTED OTHERWISE) |
| ⊗ | 1" PIPE FOUND |
| U.E. | UTILITY EASEMENT |
| P.D.E. | PUBLIC DRAINAGE EASEMENT |
| S.S.E. | SANITARY SEWER EASEMENT |
| M.E. | LANDSCAPE & MOUNDING EASEMENT |
| B.S. | BUILDING SETBACK |
| (NR) | NON RADIAL |
| D.E. | PRIVATE DRAINAGE EASEMENT |

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

SPRING STREET (66' R/W)

LOT 2685
EW INVESTMENTS, LLC
O.R. 7033 PG. 1435

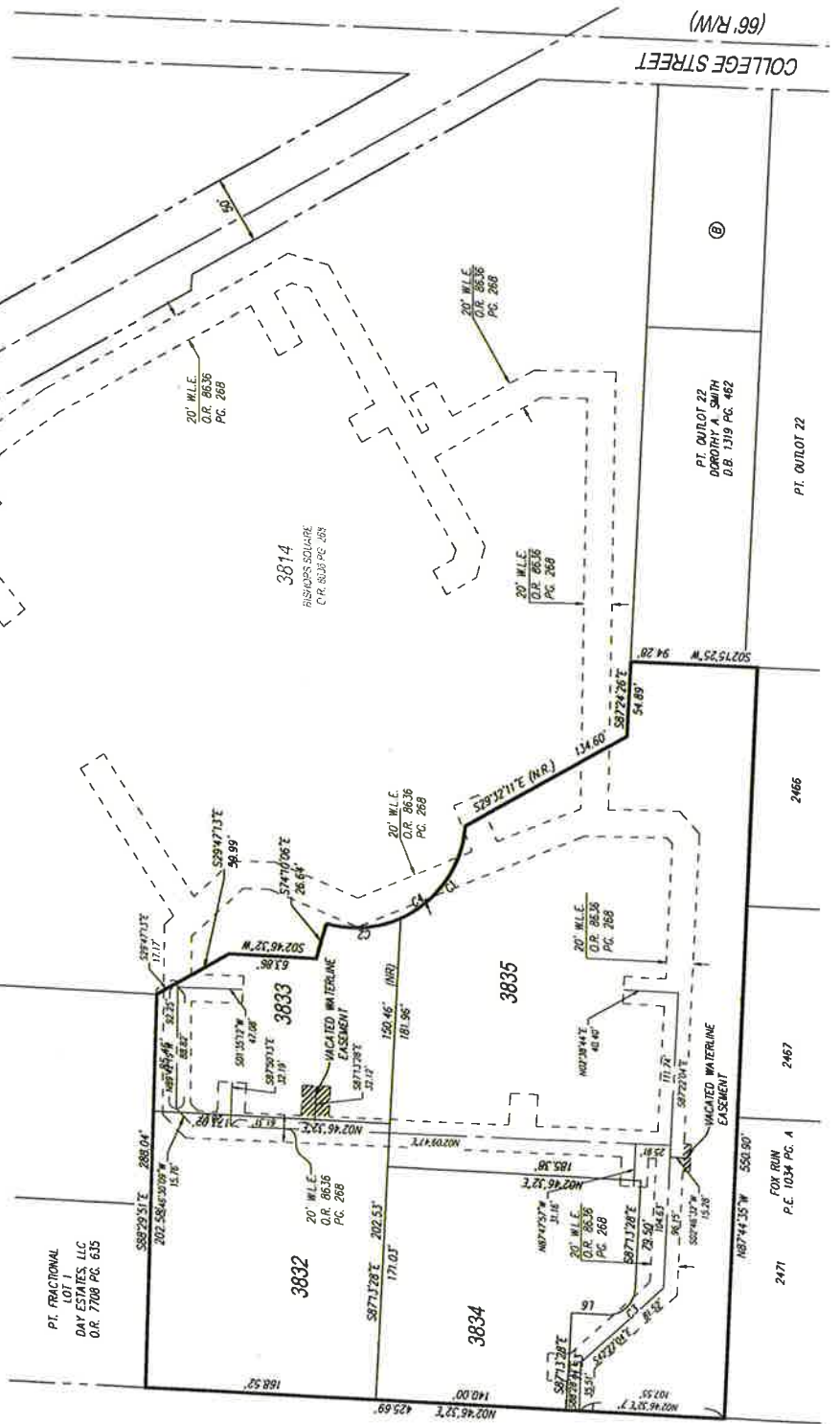
④

PT. OUTLOT 1
DAY ESTATES, LLC
O.R. 7708 PG. 635

LEGEND
W.L.E. WATERLINE EASEMENT

CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	81.00	87.18	61°39'59"	N54°37'15"W	81.03
C2	81.00	56.00	39°36'46"	S04°18'53"E	54.89
C3	20.00	31.42	90°00'00"	S42°13'28"E	28.28
C4	81.00	143.18	101°16'45"	S35°08'52"E	125.25

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



NO. DATE DESCRIPTION
11-24-14 PLAT

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

PROJECT NO: 12055DVRP001
DATE: 11-24-14

SCALE: 1"=80'
0 30 60 90 120

SHEET NAME:

RECORD PLAT

SHEET NO.

4 OF 4



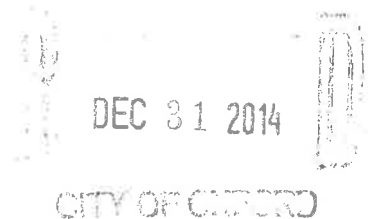
CINCINNATI
COLUMBUS
DAYTON

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

December 19, 2014

Legal Description
Lot 3832

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





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DEC 31 2014

CITY OF OXFORD



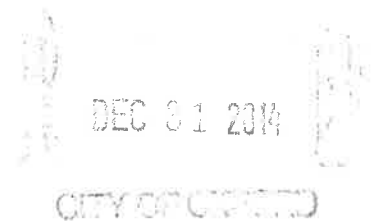
CINCINNATI
COLUMBUS
DAYTON

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

December 19, 2014

Legal Description
Lot 3834

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





CINCINNATI
COLUMBUS
DAYTON

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

December 19, 2014

Legal Description
Lot 3835

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

DEC 31 2014

CITY OF OXFORD

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

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

CONSTRUCTION AND MAINTENANCE AGREEMENT

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

RECITALS

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

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

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

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

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

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

DECLARATION

I. Construction and Maintenance.

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

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





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

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

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

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



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

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



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

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



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

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

1.5 Completion Date. The initial improvements described in this Section 1 shall be completed on or before July 31, 2015. All such construction work shall be completed in a lien free, good and workmanlike manner and in accordance with applicable laws, rules and regulations.

2. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Property. No easements, except those expressly set forth in the Easement Agreement hereof, shall be implied by this Agreement.
3. Termination. In the event of the termination of the Commercial Lease for any reason whatsoever, Oxford Residential shall be solely responsible for all costs and obligations of either Oxford Residential or Oxford Commercial provided for in Section 1 of this Agreement for the initial construction of any Access Facilities, Outdoor Amenities or Parking Facilities. In the event of the termination of the Residential Lease for any reason whatsoever, Oxford Commercial shall be solely responsible for all costs and obligations of either Oxford Residential or Oxford Commercial provided for in Section 1 of this Agreement for the initial construction of any Access Facilities, Outdoor Amenities or



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

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



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

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

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

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

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

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

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

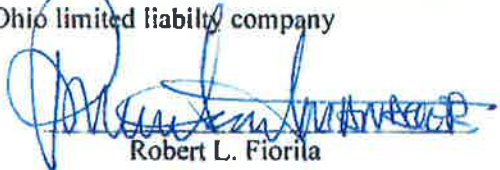
6.8 Governing Law. The laws of the State of Ohio shall govern the interpretation, validity, performance, and enforcement of this Agreement.

Signature Pages Follow


Image ID: 000008624768 Type: OFF
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File# 2013-00052328
BK 8636 PG 300

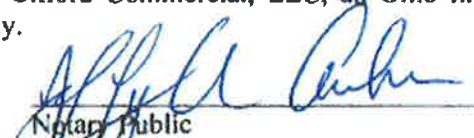
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

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

By: 
Robert L. Fiorita
Manager

STATE OF FRANKLIN
COUNTY OF OHIO, SS:

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


Notary Public
My commission expires: _____

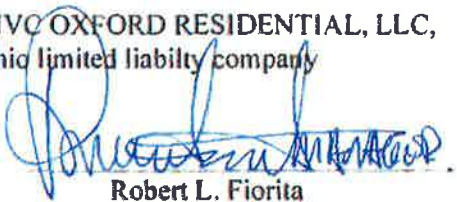


JEFFREY A. AUKE, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

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

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

By:


Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 20th day of October, 2013, by Robert L. Fiorita, Manager of RE NVC Oxford Residential, LLC, an Ohio limited liability company, for and on behalf of the company.



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OK 8636 PG 302


Notary Public
My commission expires: _____



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

JOINDER TO CONSTRUCTION AND MAINTENANCE AGREEMENT

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

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

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

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

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

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


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Page 12 of 19
File# 2013-00052328
BK 8636 PG 303

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



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File# 2013-00052326

BK **8636** PG **304**

EVR INVESTMENTS, LLC,
an Ohio limited liability company

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

STATE OF Ohio
COUNTY OF Butler, SS:

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

[Signature]
Notary Public
My commission expires: _____



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

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



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Page 14 of 19

File# 2013-00052328
BK **8636** PG **305**

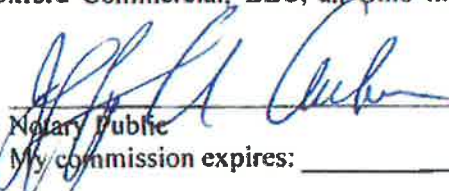
RE NVC OXFORD COMMERCIAL, LLC,
an Ohio limited liability company

By:


Robert L. Fiorita
Manager

STATE OF FRANKLIN
COUNTY OF OHIO, SS:

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


Notary Public

My commission expires: _____



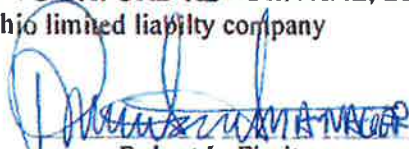
JEFFREY A. AUKER, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

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

Image ID: 000008624774 Type: OFF
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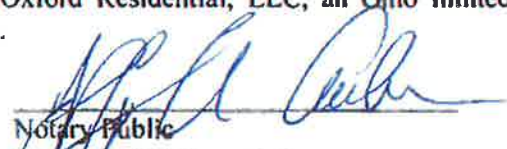
RE NVC OXFORD RESIDENTIAL, LLC,
an Ohio limited liability company

By:


Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

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


Notary Public

My commission expires: _____



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

This instrument prepared by:

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



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BK 8636 PG 307

EXHIBIT A

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

266.

NKA lots 3812+3813+3814



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BK 8636 PG 308

EXHIBIT B

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

NKA lts 3812+3813

EXHIBIT C

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 3 of
Bishops Square Subdivision as recorded in O.R. 8636, Pages 2160.

NKA lot 3814

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

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

CROSS-ACCESS, PARKING AND UTILITY EASEMENT AGREEMENT

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

RECITALS

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

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

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



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

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

DECLARATION

I. Definitions. For purposes hereof:

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

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

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

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

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

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

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

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


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BK 8636 PG 278



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

2. Easements.

2.1 Grant of Reciprocal Access Easements.

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

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



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

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

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

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



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

2.4 Reasonable Use of Easements.

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

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

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

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

4. Remedies and Enforcement.

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

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

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

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

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

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



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File# 2013-00052327

BK 8636 PG 283

6. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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



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BK 8636 PG 285

EVR INVESTMENTS, LLC,
an Ohio limited liability company

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

STATE OF Ohio
COUNTY OF Buckeye, SS:

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

[Signature]
Notary Public
My commission expires: _____



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

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



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File# 2013-00052327

BK 8636 PG 286

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

By:

Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

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

Notary Public

My commission expires: _____



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

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



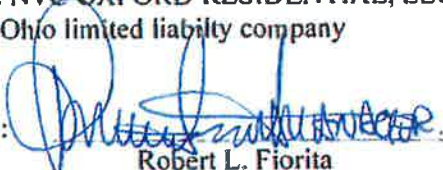
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SK 8636 PG 287

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

By:


Robert L. Fiorita
Manager

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

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


Notary Public
My commission expires: _____



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

This instrument prepared by:

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

Columbus, Ohio 43204



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BK 8636 PG 288

EXHIBIT A

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

266 NKA lots 3812, 3813 + 3814

EXHIBIT B

Situate in Section 27, Town 5, Range 1, City of Oxford, Butler County, Ohio being Lot 1 and Lot 2 of Bishops Square Subdivision as recorded in O.R. 8636, Pages 289.

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

EXHIBIT C

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

NKA lot 3814

PARCEL	LOT	OWNER	BOOK/PAGE
1	2728	FW INVESTMENTS, LLC	OR, 7411 PG 1435
2	PT. OUTLOT 27	UTAHN L. JOHNSON	OR, 8118, PG 1278
		CHRISTOPHER A. SEZLOVE	

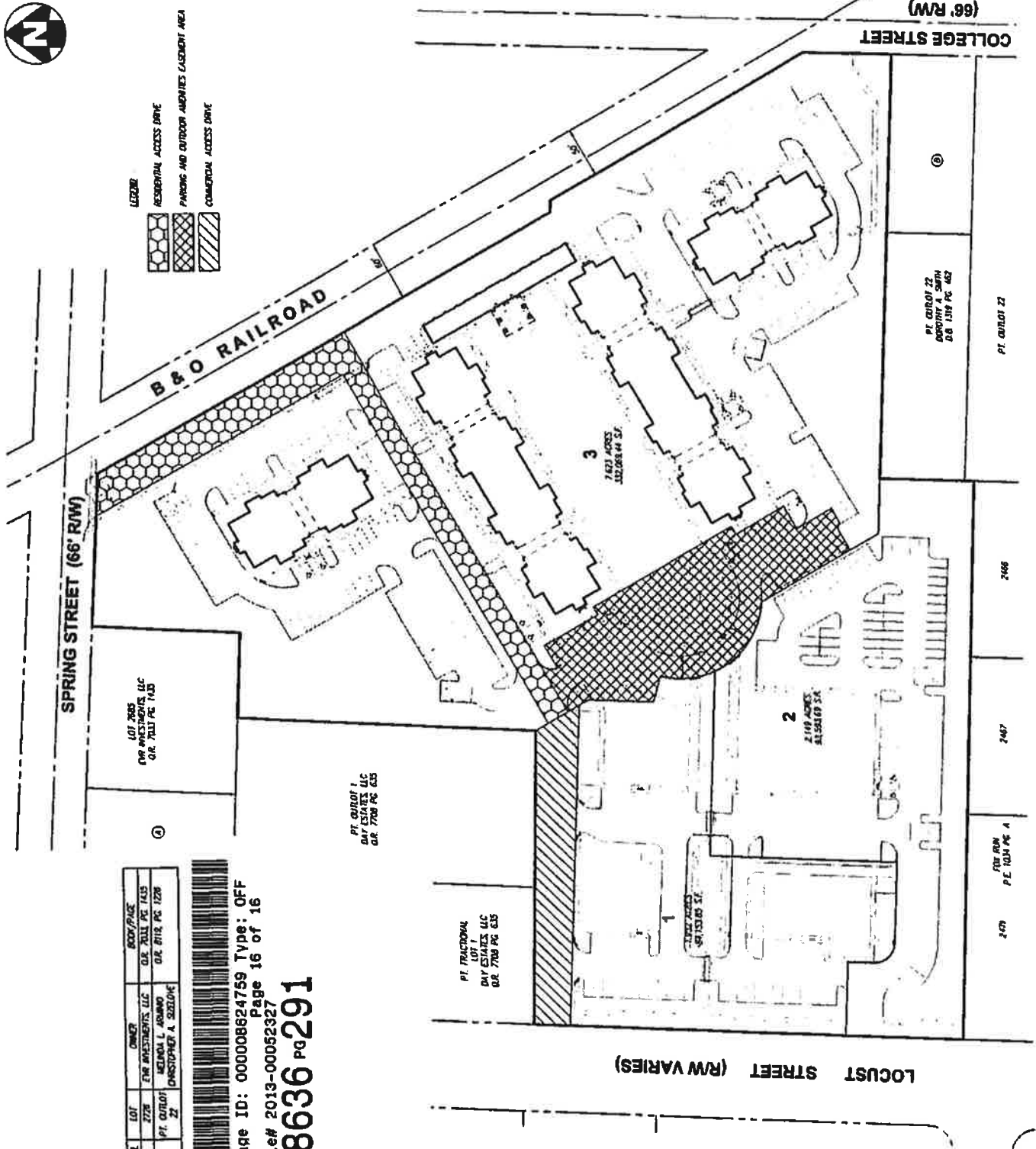


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BK 8636 Pg 291



City of Oxford
Community Development Department
STAFF REPORT
Planning Commission

Case # PC-2014-20

Date – January 13, 2015

APPLICATION

Applicant: City of Oxford
Action Request: **ZONING CODE TEXT AMENDMENT** to Amend Chapters 1149, Vehicle Management and 1147.03 Use Specific Regulations and Potential Concerns, **City of Oxford, Applicant**

DESCRIPTION

Reviewing the existing vehicle management chapter of the Oxford Zoning Code has been one of the priority items of the Planning Commission to incorporate some practical design standards and bring this chapter up-to-date. Additionally, this amendment clarifies some procedures while creating new procedures potentially to be used for flexibility in redevelopment situations and adaptive re-uses. The amendments are a result of staff working with a joint subcommittee from the Oxford Planning Commission, the Oxford Parking and Transportation Advisory Board and local design professionals.

ZONING CODE

The attached text amendment illustrates changes to Chapters 1149 Vehicle Management and 1147.03 Use Specific Regulations and Concerns.

COMPREHENSIVE PLAN

The text amendments align with the Land Use and Transportation Chapters of the amended 2008 Comprehensive Plan regarding alternative transportation modes, pedestrian safety and environmental stewardship. See attached excerpts pages 3.11, 3.12, 3.23 and 5.6 of the Comprehensive Plan.

AGENCY REVIEWS

Police:	Subcommittee participation
Engineering:	Subcommittee participation
Econ. Dev.	Subcommittee participation

DECISION CRITERIA

A copy of the Text Amendment Decision Criteria is attached.

ANALYSIS

Providing adequate off-street parking allows business entities to entice customers via automobiles. The increasing dependence on automobiles for shopping has become a heated debate for many land use practitioners and retailers about the role of parking lots relative to the shopping experience. Recently, the discussion of parking is shifting from focusing on automobiles, to include other modes of transportation, given that the land use trend is moving toward mixed-use town center development and the desire to make those visits a more pleasant experience. Traditional utilitarian parking lot design is no longer the norm of today's development. Many newer projects incorporate parking as one of the many elements of the development, which was to increase the enjoyment potential of whatever is the trip's purpose. Additionally, studies have shown that high land use percentages of hard surfaces in urban areas have negative environmental impacts.

Current vehicle management regulations have not gone through extensive review for many years and some of the regulations are no longer practical, and are designed specifically for automobiles. Additionally, some land use parking categories have become irrelevant in today's world.

The Planning Commission created a subcommittee in 2013 as a priority item for 2014 review. The subcommittee was created to lead review and discussion of this task, while engaging the Oxford Parking and Transportation Advisory Board and to collaboratively work together to look at the deficiencies and inconsistencies of the current rules and make recommendations for consideration by the Planning Commission. These changes reflect several paradigm shifts to focusing on a variety of transportation modes and to lessen the dependency on automobiles. These changes could in turn reduce development costs for projects. The major changes are as follows:

1. The size of parking stalls is reduced from 9 feet by 20 feet to 9 feet by 18 feet. The amendment also provides a standard parking stall size based on the angle of the parking stall. Additionally, there are also provisions provided for compact vehicles to meet the increasing popularity of smaller vehicles.
2. Compact parking spaces may be comprised of up to 25% of the required number of parking spaces. The amendment also takes into consideration scooters and motorcycles.
3. A parking maximum of 150% of the minimum except for 1, 2 and 3-family uses.
4. A Conditional Use Permit application is required for shared-use parking, off-site parking, permanent parking space reduction and alternate design plan. Approvals and agreements shall be recorded in the Office of Butler County Recorder in connection with affected properties so that public awareness of the special approval is reasonably discoverable.
5. The required number of parking spaces for various uses has also been adjusted down ward, so fewer parking spaces are required for commercial development projects. For instance, the required parking number for a retail store has been reduced from 1 per 200 square feet of space to 1 per 300 square feet.
6. The uses that are no longer relevant in today's world have been removed from the use table. Those uses that are similar in nature are combined but still fit within the existing zoning code definition.
7. Any temporary reduction in the required parking spaces may be granted by the Zoning Administrator. However, the reduction documentation shall also be recorded in the Office of Butler County Recorder.
8. More emphasis on the environmental impact is stipulated in the parking lot design.
9. Pedestrian safety issues are also being provided in the parking lot design.
10. There are specific requirements for bicycle and motorcycle parking space designs.
11. Other operational considerations to modernize current vehicle management regulations.

RECOMMENDATION

The attached 18 page code revisions (both additions and deletions) represent extensive subcommittee and staff work that now aligns with the amended 2008 Comprehensive Plan. Staff recommends that the Planning Commission concur with the changes and forward to City Council for legislation.

SUBMITTED

BY:



Sam Perry
Planner

And



Jung-Han Chen
Community Development Director

DATE: January 8, 2015

ATTACHMENT

(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.

Text Amendments

- A. The proposed amendment will make the Code conform more closely to the Comprehensive Plan.
- B. The proposed amendment will improve the public health, safety, and general welfare of Oxford.
- C. The proposed amendment will clarify the intent of the Code.
- D. The proposed amendment will better implement the intent of the Code.
- E. The proposed amendment will improve enforcement of the Code.

add to the cost and demand for community services, potentially creating fiscal hardships.

- New growth on the edge of the community will not compromise the rural landscape or the community's small town character.
- Open space and land currently in agricultural use will be strategically protected when and where appropriate.
- Public investments, e.g. roadways, will be improved in a manner that strengthens the rural character.
- Initiatives will be pursued (i.e., open space subdivision design) to protect the rural character.
- All development on the edge of the city will be carried out in consideration of township policies.

"These features greatly improve work satisfaction and would add to Oxford's attractiveness to businesses looking for relocating or expanding."

- Oxford Resident, Community Choices

7. New commercial and light industrial developments will be developed with pedestrian amenities and green spaces.

Historically, commercial and industrial areas have been developed primarily in single-use strip developments along corridors. This pattern does not respond contextually to the surrounding neighborhoods and districts. These areas have typically been auto-oriented, with parking facing the street. Large-scale commercial centers or buildings have also been developed with only the immediate use considered. This practice has created barriers and added cost to redevelopment efforts.

- Smaller retail uses serving the local or neighborhood market will reflect the character of Oxford and be compatible with surrounding uses with respect to form, scale, and character.
- Large and small retail developments will be sited in a manner that is pedestrian-friendly with parking to the rear of the structure.
- Large format retail will be developed in a pattern that accommodates redevelopment (such as installing utilities that are mindful of how a parcel may be redeveloped).
- Utilities, roadways, and parking areas will be developed in commercial and industrial areas to support future reuse.
- Commercial and industrial parking areas will incorporate vegetation, walkways, and signage to facilitate pedestrian mobility.

Reuse is the rehabilitation of an existing property to serve a new purpose. Large commercial structures should be designed with the ability to be reused for another purpose in the future.

"The street realm is critical to retaining the small town character."

- Oxford Resident, Community Choices

8. Streets will create an attractive public realm.

Many local streets are designed primarily to facilitate the movement of automobiles. The scale (width) of some local streets encourages a higher rate of travel for motorists and creates a large distance between building fronts, which can detract from the pedestrian experience and small town character.

- New streets, and improvements to existing streets, will enhance the public realm through landscaping, bicycle and pedestrian design elements, and through a scale that enhances the nature of the district or neighborhood without compromising the safety of motorists.

- Roads in rural areas will complement the character of rural areas (i.e., width, setbacks, landscaping/buffers).
- Commercial buildings will be situated on site to define a high quality streetscape, including locating structures close to the street and placing parking in the side or rear yard whenever possible.

9. Places will be connected to create better opportunities to walk, bike and access public transportation throughout the community.

As part of the Plan update residents voiced an interest in increasing opportunities for making trips via walking, biking and public transit. Currently there are opportunities to walk easily within parts of the community, but more can be done to accommodate bicyclists. Improving the opportunities for biking will in turn discourage trips via the automobile.

Creating an interconnected street pattern will offer more options for residents to arrive at their destinations, potentially decreasing travel, reducing congestion and improving wayfinding. It will also create opportunities for walking and biking by better connecting neighborhoods and districts.

- The road pattern will be improved to keep local traffic off major arterials and high-speed through traffic off local streets.
- A connected grid street pattern, or modified grid system, is the preferred network for future development and redevelopment.
- Well-connected streets will be designed to facilitate walking.
- Bike paths and walking paths will be integrated into new development and areas undergoing redevelopment.

"Encourage walking, biking and public transportation."

- Oxford Resident, Idea Gathering Meetings

10. Environmentally sensitive and sustainable practices will be encouraged in future developments.

The community has a high level of environmental awareness that was reflected in the input received at the public workshops. Residents desire to employ creative and sustainable choices as part of future growth.

- New construction will employ context sensitive design to reduce impacts on existing site features and the natural environment.
- Green building practices will be encouraged to minimize the consumption of resources, employ recycling of building materials, and promote quality indoor living and working environments for Oxford residents.
- Green stormwater and graywater management options will be implemented to retain and reuse stormwater to reduce surface runoff, which may have negative impacts on the watershed.

"This must happen. It is not only environmentally intelligent but economically intelligent. If the goal is to take care of future generations, this is the opportunity."

- Oxford Resident, Community Choices

Conservation and Development Map

The community has choices relative to how it will grow in the future. These choices and aspirations are expressed in the Land Use Principles. The map described in this section (see page 3.17), referred to as the Conservation and Development Map, illustrates in graphic form how neighborhoods, districts and corridors should be developed and/or redeveloped. The map also identifies areas for conservation and

The fundamental direction of the Conservation and Development Map is to grow inward while carefully and strategically growing outward.

- LU 5.6 Provide incentives to increase the feasibility of developing vacant sites in targeted areas of the city.

Objective 6

Redevelop the U.S. 27 North corridor in a planned and coordinated manner

Strategies

- LU 6.1 Pursue street projects along the corridor that improve automobile, pedestrian and bicycle access.
- LU 6.2 Modify development regulations to support the creation of attractive developments along the corridor.
- ~~LU 6.3 Encourage designs which place parking to the sides and rear of structures as properties are developed and redeveloped, placing the structures closer to the frontage.~~
- LU 6.4 New development should include greenspace to buffer neighboring uses, and serve as shading to reduce the heat index of large areas of impermeable surfaces.
- LU 6.5 When areas are redeveloped, utilities should be buried or concealed to the extent possible.

Objective 7

Preserve open space and farmland and expand existing open space areas

Strategies

- LU 7.1 Promote continued acquisition of open space areas for recreational purposes and to remain as natural areas.
- LU 7.2 Support the efforts of local land trusts in concert with the Comprehensive Plan.
- LU 7.3 Support Ohio farmland preservation legislation in concert with the Comprehensive Plan.
- LU 7.4 Work towards adopting and promoting a new zoning designation to protect agricultural land.
- LU 7.5 Identify a dedicated source of funds for open space acquisition.
- LU 7.6 Implement alternative cluster style subdivision development to encourage preservation of natural areas and farmlands as areas are developed.
- LU 7.7 Implement parkland dedication requirements.
- LU 7.8 Connect open space and natural areas when possible.

In the future, if land is annexed into the city from outside the study area, the development of the annexed land should be consistent with both the city and township comprehensive plans.

Objective 1

Facilitate the flow of traffic in and around the city

Strategies

- T 1.1 Enforce truck weight limits.
- T 1.2 Work with the University to manage in-town traffic.
- T 1.3 Seek to route truck traffic outside of Uptown.
- T 1.4 Consider the creation of one-way streets to create an alternate truck route.
- T 1.5 Require new large-scale developments to pay for independent traffic impact studies.
- T 1.6 Improve connectivity between areas within the City.

Objective 2

Promote alternative modes of transportation

Strategies

- T 2.1 Investigate the feasibility of citywide bus service available to all residents.
- T 2.2 Promote the Oxford Area Trails plan as identified in the Transportation or Thoroughfare Plan.
- T 2.3 Create standards and require all new and existing commercial and public facilities to provide bike facilities (racks, shelters).
- T 2.4 Create connections between subdivisions and destinations to improve mobility, promoting a wider pedestrian and bicycle network throughout Oxford.
- T 2.5 Investigate commuter transit connections from Cincinnati, Hamilton and other regional hubs.

Objective 3

Manage parking within the Mile Square

Strategies

- T 3.1 Continue to implement parking management strategies such as residential permitted parking, metering, above and below ground parking structures, and parking enforcement.
- T 3.2 Continue to enforce off-street parking requirements in residential areas of the Mile Square.
- T 3.3 Institute traffic calming solutions in the Mile Square such as restoring brick streets and on-street parking as appropriate.

Objective 4

Improve the design and function of existing intersections

Strategies

- T 4.1 Explore changes to traffic control devices and signage where appropriate (i.e., changing lights to signs and visa-versa).



Wide sidewalks and an enhanced streetscape provide a supportive environment for pedestrians in Uptown.



Many of the historic brick streets in Oxford still remain. When possible, brick streets that have been paved over should be restored. Brick streets add aesthetic quality, improve stormwater infiltration, may increase property values, and serve as a visual cue to slow the speed of automobiles.

CHAPTER 1149 Vehicle Management

- 1149.01** Purpose.
- 1149.02** Applicability of regulations.
- 1149.03** General regulations.
- 1149.04** Residential regulations.
- 1149.05** Non-residential regulations.

1149.01 PURPOSE.

(a) The regulations of this section are intended to minimize the traffic impacts of development on public streets and to assure that all developments adequately and safely provide storage and movement of vehicles in a manner consistent with good site design and site engineering practices **without creating excessive amounts of parking spaces.** This section regulates off-street parking and loading, handicapped accessibility, and vehicular access from public streets.

(b) This section includes provisions that are intended to minimize potential nuisance to adjacent properties by limiting light pollution, **minimizing dust and debris, improving public safety and managing storm water run-off.**

(c) This section includes provisions which are intended to benefit the community by minimizing vehicular and pedestrian conflicts in parking lots, reducing the urban heat island effect, fostering air and water quality, promoting alternative modes of transportation and maximizing the efficient use of land. requiring natural landscaping, and reducing the parking space requirement for vehicle management areas that are large.

(Ord. 2782. Passed 5-20-03.)

1149.02 APPLICABILITY OF REGULATIONS.

(a) Any new development, redevelopment, or change to a use or structure or site (whether conforming or nonconforming) shall meet the current vehicle management regulations for the entire use and structure and site. **Any nonconforming uses, structures or sites shall follow the provisions in Chapter 1137.**

(b) All residential uses of more than three dwelling units must meet the non-residential parking requirements (see Section **1149.05**) except for the number of parking spaces required.

(c) All uses in a mixed-use structure or lot must comply with the requirements for non-residential uses.

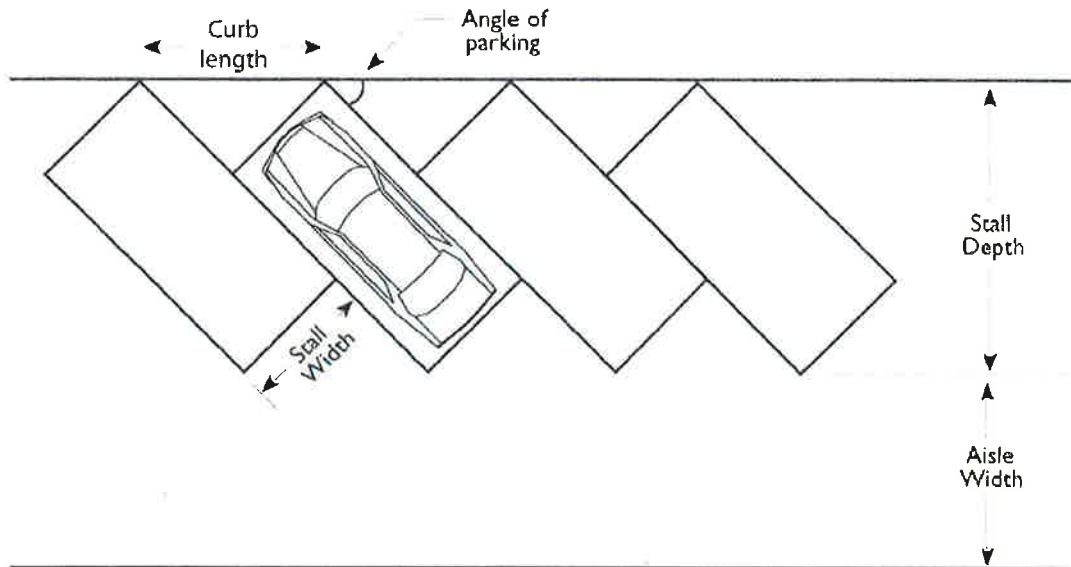
1149.03 GENERAL REGULATIONS.

(a) All off-street parking and maneuvering areas shall be hard surfaced (includes concrete, asphalt, brick, stone, or bonded gravel). Loose materials are not permitted. **The Zoning Administrator in collaboration with the City Engineer, may establish alternative standards, such as for porous paving,** if they satisfy the general intent of all other provisions of this section.

(b) All off-street parking shall be located on the same site as the use for which it is required or intended **except that off-site parking may be permitted by a Conditional Use Permit according to procedures set forth in Section 1147. Shared-use parking may be permitted by Conditional Use Permit according to procedures set forth in Section 1147.**

(c) All off-street parking spaces shall contain a minimum **sized rectangular area. Standard spaces are 9 feet wide by 18 feet long. Compact spaces are 8 feet wide by 16 feet long. The tables below outline the non-residential parking lot dimensional requirements for the spaces and aisles based on angle.** rectangular area a minimum of 9 feet wide and 20 feet long, except that parallel parking spaces shall be a minimum of 22 feet long.

Table 1149.03c1 Standard Parking Space and Aisle Dimensions					
Angle of Parking	Stall Width	Curb Length Per Stall	Stall Depth	One-Way Aisle Width	Two-Way Aisle Width
Parallel	9'-0"	22'0"	9'0"	12'	20'
30 deg	9'-0"	18'0"	17'4"	11'	20'
40 deg	9'-0"	14'0"	19'2"	12'	22'
45 deg	9'-0"	12'9"	19'10"	13'	24'
50 deg	9'-0"	11'9"	20'5"	15'	24'
60 deg	9'-0"	10'5"	21'0"	18'	24'
70 deg	9'-0"	9'8"	21'0"	19'	24'
90 deg	9'-0"	9'0"	18'0"	24'	24'
Table 1149.03c2 Compact Parking Space and Aisle Dimensions					
Angle of Parking	Stall Width	Curb Length Per Stall	Stall Depth	One-Way Aisle Width	Two-Way Aisle Width
Parallel	8'-0"	22'0"	8'0"	11'	20'
30 deg	8'-0"	18'0"	14'11"	11'	20'
40 deg	8'-0"	14'0"	16'5"	11'	22'
45 deg	8'-0"	12'9"	17'0"	11'	24'
50 deg	8'-0"	11'9"	17'5"	13'	24'
60 deg	8'-0"	10'5"	17'10"	16'	24'
70 deg	8'-0"	9'8"	17'9"	16'	24'
90 deg	8'-0"	8'0"	16'0"	21'	24'



- (1) Any mixed-use structures or lots must provide parking in an amount equal to the sum of all the individual uses combined.
- (2) Any fractional spaces required shall be rounded up to the next whole number.

(d) One-way drive aisles that do not provide direct access to parking spaces shall be 12 feet wide. Two-way drive aisles that do not provide direct access to parking spaces shall be 20 feet wide.

(e) Parking spaces for motorcycles and scooters shall be 5 feet wide by 9 feet long.

(f) Compact spaces must be clustered but clusters must be dispersed in parking lots with over 40 spaces. Compact spaces can comprise up to 25% of the required number of spaces. Compact spaces must be clearly marked.

(g) The table below outlines the minimum number of parking spaces required. The maximum number of spaces is limited to no more than 150% of the minimum unless approved by Conditional Use Permit. Single, Two and Three-Family uses on individual lots are exempt from the maximum.

Residential Uses	Minimum Number Required Up to Maximum of 150%
Single-Family	2 per dwelling unit (exempt from max)
Two-family	2 per dwelling unit (exempt from max)
Three-family	2.5 per dwelling unit (exempt from max)

Multi-family in R-4 District other than R-3 District	2.5 per dwelling unit
Multi-family in R-3 District	The minimum number of parking spaces shall be one times 50% of the number of permitted occupants. 1 per 2 permitted occupants
<i>(EDITOR'S NOTE: The following items 1 through 5 are exemptions only applicable to multi-family uses in the R-3 District.</i>	
1. For R-3 District, the minimum number of off-street parking spaces may be reduced based on the following criteria, but not less than 25% of the permitted occupants.	
2. Building distance to transit stops. MU Metro Stops. (R-3 only)	
a. Less than 500 feet	10% reduction
b. Less than 1000 feet	5% reduction
c. Less than 2000 feet	1% reduction
d. More than 2000 feet	no reduction
3. Sheltered bike facility (R-3 only)	
a. Each 10 bike shelter parking facility	qualifies for 1% reduction
4. Building distance to the MU campus (R-3 only)	
a. Less than 500 feet	10% reduction
b. Less than 1000 feet	5% reduction
c. Less than 2000 feet	1% reduction
d. More than 2000 feet	no reduction
5. Numbers of on-street parking: Each legal, adjacent, on-street parking space would reduce one required off-street parking space (R-3 only).	
6. or as permitted by an approved Conditional Use Permit	
Efficiency	1 per dwelling unit
Fraternity and Sorority	2 per each 5 beds permitted by a valid City of Oxford rental permit
Family community residence	1 plus 1 per each 2 support staff members
Group community residence	1 plus 1 per each 2 support staff

	members
Community residence	1 plus 1 per each 2 support staff members
Family day-care home, Type A	1 per each 6 children potentially enrolled
Family day-care home, Type B	1 per each 6 children potentially enrolled
Child day-care center	1 per each 6 children potentially enrolled

Non-Residential Uses	Minimum Number Required Up to Maximum of 150%
Amusement arcade	1 per each 200 square feet
Auditoriums, churches, temples & other places of public assembly	1 per each 8 seats in main auditorium (for bench seating 20 inches equals one seat)
Hotel, Bed & Breakfast	1 per guest room
Billiard parlor	2 per each billiard table
Bowling alley	5 per each alley
Bowling alley with restaurant	5 per each alley plus 1 per each 200 square feet of usable floor area in the restaurant
Car wash	1 per 6 wash bays
Cemetery	1 per each employee on largest shift plus 1 per each 2 seats in any chapel
Clinic, bank, independent offices	3 plus 1 additional per each 300 square feet of usable floor area over 1,000 square feet
Club or lodge	1 per each 5 members
Community center, library, museum, art gallery	1 per each 250 square feet of floor area plus 1 per each employee on largest shift
Funeral home	1 per each 30 100 square feet of usable visitation and funeral service area plus 1 per each employee on largest shift plus 1 per each funeral vehicle
Golf facility	10 per each hole plus 1 per tee at a driving range plus 50 percent of the spaces required for other on-site accessory uses

Hospital	1 per each 2 beds (excluding infant beds); 3 plus 1 additional per each 300 square feet of usable floor area over 1,000 square feet plus 1 for each employee based on largest shift
Industrial wholesaling & manufacturing uses	2 per each 3 employees on largest shift for which building is designed plus 1 per each motor vehicle routinely stored on premises or in ratio of 1 space for every 1,000 square feet of total building area; provided, however, that if the number of spaces required by the building ratio is greater than that required by the employee ratios, additional parking spaces need not be provided physically but sufficient spaces shall be reserved for future physical development.
Miniature golf facility	1.5 per each hole
Nursing home	2 1 per each 3 beds plus one for each employee based on largest shift
Offices with office buildings	3 plus 1 additional per each 300 square feet of usable floor area over 1,000 square feet
Other	As determined by Zoning Administrator based upon similarity to requirements for listed uses
Professional offices, studios, non-profit organizations	3 plus 1 additional per each 300 400 square feet of usable floor area over 1,000 square feet
Restaurant	1 per each 100 150 square feet of usable floor area. If a drive-through is present, each 20 feet of queuing between the points at which the order is taken and the where the food is served shall count as 1 space toward the total requirement, up to a maximum of 3 spaces.
Retail store, personal service establishment	1 per each 200 300 square feet of usable floor area.
School, elementary	1 per employee on largest shift plus 1 per classroom
School, high	1 per employee on largest shift plus 1 per each four students potentially enrolled

School, junior high	1 per employee on largest shift plus 1 per classroom
Skating rink	1 per each 300 square feet of floor area
Stadium or spectator arena	1 per each 10 seats (for bench seating 22 inches equals one seat)
Swimming pool	1 per each 75 square feet of water surface area

(h) Exceptions.

- (1) In the UP district, all dwelling units are exempt from parking requirements.
- (2) All non-residential uses in the UP and RO districts are exempt from parking requirements.
- (3) For non-residential uses that require more than 80 parking spaces, the Zoning Administrator may permit a **temporary** reduction of up to 50 percent of the total number of required spaces. Regardless of any permitted reduction, all uses shall have adequate land area to provide the total number of spaces required by this Chapter. The applicant shall provide proof that the reduced total number of parking spaces is sufficient for the use and location. **The temporary reduction documentation shall be recorded in the Office of the Butler County recorder.** The Zoning Administrator is not obligated to permit a reduction. If the Zoning Administrator finds that the total number of parking spaces is **operationally** insufficient for the use, the landowner shall construct additional parking spaces within one year of notification from the Zoning Administrator.

(4) For any use, a Conditional Use Permit application for permanent parking space reduction may be considered. The procedures of Section 1147 shall be followed. If the permit is granted it shall be recorded in the Office of the Butler County recorder.

1149.04 RESIDENTIAL REGULATIONS.

(a) Location.

- (1) 1 parking space may be located in a required front yard. All other parking spaces required or provided in excess of the minimum requirement shall not be located in the required front yard.
- (2) 1 required parking space may be a stacked space. All other required off- street parking spaces shall have direct access to a driveway or alley, without crossing another space.
- (3) Parking spaces shall not be located within 3 feet of any lot line.
- (4) Unenclosed parking spaces shall not be located within 3 feet of any principal structure.

(b) Access and Maneuvering. **The City Engineer shall have the authority to amend any of the below regulations.**

- A. 30 feet from the intersection of two local roads
- B. 50 feet from any intersection with a collector road
- C. 70 feet from any intersection with an arterial road

- (2) Where a lot is adjacent to an alley, access may be from any location along the lot line except in a required front yard.
- (3) Driveways shall be a minimum of 2 feet from a side lot line.
- (4) A residential use shall have a maximum of one curb cut per 100 feet of frontage, or fraction thereof (e.g. a lot with 101 feet of frontage may have two curb cuts).
- (5) A residential use on a corner lot shall have its access from a local street, if available.
- (6) Driveways shall be a maximum of 18 feet wide at the right-of-way **line and shall flare no greater than 30 degrees from perpendicular with the right of way line.**

(c) Utilization.

- (1) No vehicle or trailer shall be parked in any off-street parking area to warehouse or distribute goods, except for loading and temporary sales.
- (2) Off-street parking spaces for a non-residential use shall not be used by commercial vehicles that do not fit entirely within the parking space.
- (3) Vehicles with signs attached to them shall not be parked in a manner such that they circumvent the Signs provisions (see Chapter [1151](#)).
- (4) Off-street parking areas shall not be used to display vehicles for sale, except as a permitted use.
- (5) The off-street parking of any recreational vehicle, boat and/or boat trailer, dual purpose truck camper or converted van, pickup camper or coach (designed to be mounted on automotive vehicles), motorized dwelling, tent trailer, travel trailer, utility trailer, bus or semi-tractor or commercial vehicle designed or used for carrying merchandise or freight shall be permitted in a residential district only under the following conditions:
 - A. All such vehicles must be parked on a permanently hard surface.
 - B. No more than one camping or recreational vehicle may be parked in a residential district on a front driveway that is permanently hard-surfaced or at the curb in front of the residence of the owner of such recreational vehicle for a period of time not to exceed 48 hours for the purposes of loading and unloading and/or preparation, except where specifically prohibited by other parking regulations.
 - C. No more than one commercial vehicle having empty weight of less than 4,000 pounds and not more than seven feet in height may be parked on any lot in a residential district provided that it is on a driveway that is permanently hard-surfaced.
 - D. No more than one vehicle less than 8,000 pounds empty weight and/or ten feet in height, or buses, boats and trailers less than 30 feet in length may be parked or stored on any lot in a residential district. However, such parking or storing shall be prohibited in any front yard provided that it is parked on a permanently hard surface.
 - E. The conditions set forth in Subsections 2 through 4 above shall not apply to commercial vehicles making service calls, including vehicles being used for moving personal goods.
- (6) Vehicles owned, rented or leased by a church, school or other institutional use, provided that such vehicle is parked or stored only on the property where such use is located and that the location and screening of such storage or parking area complies with the provisions of Subsection 3 above.
- (7) All permitted camping and recreational vehicles and equipment and commercial vehicles shall be kept in good repair and carry a current year's license and/or registration. Automotive vehicles or trailers of any kind or type without current license plates shall not be parked or stored on any residentially zoned property other than in completely

enclosed buildings.

(8) Parked or stored camping and recreational vehicles and equipment or other similar habitable vehicles shall not be permanently connected to electricity, water, gas or sanitary sewer facilities; and at no time shall these vehicles or equipment be used for living, sleeping or housekeeping purposes. No person shall permanently remove the wheels or similar transporting devices of any habitable vehicle parked in any residential district, nor shall such vehicle be otherwise fixed to the ground by any person in any manner that would prevent the ready removal of said habitable vehicle.

(Ord. 2782. Passed 5-20-03.)

1149.05 NON-RESIDENTIAL REGULATIONS.

(a) Location.

- (1) Parking spaces shall not be located within the required front setback.
- (2) All paved areas of an off-street parking area shall be a minimum of 6 feet from any lot line or 10 feet from any lot line in a residential zoning district.
- (3) In the GB District, the maximum total number of off street parking spaces provided on site in front of the principal structure shall not exceed 70% (seventy) of the total number of required off street spaces.

(b) Access and Maneuvering. **The City Engineer shall have the authority to amend any of the below regulations.**

- (1) Curb cuts shall be a minimum of:

- A. 40 feet from the intersection of two local roads
- B. 50 feet from any intersection with a collector road
- C. 70 feet from any intersection with an arterial road
- D. 30 feet from any other curb cut (measured at the lot line)

(2) Driveways shall be a minimum of 10 feet wide and a maximum of 13 feet wide per lane at the right-of-way line.

(3) Driveways shall be a minimum of 20 feet wide adjacent to parking spaces.

(4) Maneuvering area shall be provided that permits all vehicles to exit the parking area in a forward motion, without reliance on an ability to turn around in an unoccupied parking space.

(5) Separate entrance and exit lanes, and any intended internal circulation pattern shall be clearly marked.

(6) Curb cuts shall be directly opposite existing curb cuts, where possible.

(7) Parking areas in a commercial district with more than 10 parking spaces shall have separate entrance and exit lanes.

(c) Utilization.

(1) No vehicle or trailer shall be parked in any off-street parking area to warehouse or distribute goods, except for loading and temporary sales.

(2) Off-street parking spaces for a non-residential use shall not be used by commercial vehicles that do not fit entirely within the parking space.

(3) Vehicles with signs attached to them shall not be parked in a manner such that they circumvent the Signs provisions (see Chapter [1151](#)).

(4) Off-street parking areas shall not be used to display vehicles for sale, except as a permitted use.

(d) Screening and Landscaping.

(1) Off-street parking areas of more than four spaces must meet the landscaping requirements set forth in this chapter.

(e) Additional Requirements.

(1) Handicapped accessible. The design and construction of all new, expanded, or comprehensively redesigned off-street parking areas shall comply with applicable requirements of the Americans with Disabilities Act (ADA).

A. Location.

1. Required handicapped accessible spaces shall be located on the shortest accessible route of travel to the use for which they are required.

2. For buildings with multiple accessible entrances, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

3. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.

B. Marking.

1. Handicapped accessible spaces shall be designated as reserved by a sign showing the international symbol of handicapped accessibility at a height such that the sign is visible when the space is occupied.

C. Design.

1. Accessible parking spaces shall be at least 8 feet wide.

2. Each accessible space must have an adjacent loading aisle at least 5 feet wide and **18** 20 feet long **unless there is only one space; in which case the aisle should be 8 feet wide and on the passenger side.**

3. Two accessible parking spaces may share a common access aisle.

4. Parking access aisles shall be part of an accessible route to the building or facility entrance.

5. Parked vehicle overhangs shall not reduce the clear width of an accessible route.

6. The surface of handicapped parking spaces and access aisles shall not exceed 2 percent slope in any direction.

7. The route from handicapped accessible spaces to the entrance of the use for which it is required (if applicable) may not exceed 5 percent slope.

8. A minimum vertical clearance of 9.5 feet must be provided at handicapped accessible spaces and loading isles, and along at least one vehicle access route to such spaces from the site entrance and exit.

(2) Loading spaces.

- A. Number.
 - 1. One loading spaces shall be required for all non-residential uses and for residential uses with greater than three dwelling units.
 - 2. One additional loading space shall be required for each 20,000 square feet or fraction thereof of floor area over the first 10,000 square feet.
 - 3. All residential and non-residential uses in the UP district are exempt from the loading space requirements.
 - B. Location.
 - 1. Loading spaces may be located anywhere on a lot.
 - C. Design.
 - 1. Loading spaces must be a minimum of 10 feet wide by 25 feet long.
 - D. Utilization.
 - 1. Loading spaces shall be utilized primarily for loading purposes. No vehicle shall occupy a loading space continuously for more than 48 hours.
- (Ord. 3019. Passed 10-7-08.)

(3) Queue and exit spaces.

- A. Queuing and exiting spaces are required for drive-through and other uses that result in cars lining up to access a service.
- B. Queuing and exiting spaces shall not interfere with required parking or adequate area for vehicle maneuvering.
- C. All queuing and exiting spaces shall contain a rectangular area a minimum of 9 feet wide and 18 20 feet long.
- D. Queuing spaces shall not be located in the required front setback.
- E. The following uses require queue and exit spaces:

Use	Queue Spaces	Exit Spaces
Car wash bays	3 per bay	1 per bay
Vacuum stations	1 per station	None
Drive-through convenience store	7 per bay	1 per bay
Drive-up banking	3 per bay	1 per bay
Drive-up pharmacy	3 per bay	1 per bay
Fuel pumps	1 per pump	None

(4) Parking lot design.

- A. All non-residential parking areas shall be screened from an adjacent residential district by a 6-foot high visual screen.
- B. Any parking space oriented in such a way as to have headlights shine into a residential structure shall have a fence, wall, or solid hedge of no less than 4' in height screening the headlights.
- C. All off-street parking areas shall be designed, constructed, and maintained to ensure that stormwater, dust, and debris do not adversely impact any other lot. **Storm water**

management shall be in compliance with Section 1141.04, Environmental Regulations.

D. **Parking areas shall provide a minimum security lighting level.** Light fixtures shall be a maximum height of 16 feet above the adjacent ground. **Glare and light pollution is regulated by Section 1141.04, Environmental Regulations.**

E. All unpaved areas adjacent to an off-street parking area shall be raised, landscaped, and separated from the parking area by a minimum 6-inch high concrete curb. **Openings shall be permitted in specific locations for storm water quality management.**

F. A raised, landscaped, and curbed island a minimum of 4.5 feet wide (including the width of the curb) shall be provided at the front and at the ends of each row of parking spaces and at every interval of 7 parking spaces in a row. End islands shall extend to within 3 feet of the end of the parking space. The width requirement can be shared between adjacent facing rows or by the setback requirement adjacent to lot lines. **Openings in curbing shall be permitted for storm water management.**

G. Interior rows of parking shall have an access aisle between each 15 parking spaces.

H. Visibility shall be assured for pedestrians, bicyclists, and motorists entering individual parking spaces, circulating within a parking facility, and entering or leaving a parking facility.

I. Internal circulation patterns, and the location and traffic direction of all access drives, shall be designed and maintained in accordance with accepted principles of traffic engineering and traffic safety.

J. Off-street parking and loading areas shall be provided with sufficient maneuvering room so that all vehicles can enter and exit from a public street by forward motion only. The maneuvering of vehicles necessary to enter or exit loading areas shall not occur on City streets.

K. Parking lots shall be designed so that solid waste, emergency, and other public service vehicles can provide service without backing unreasonable distances or making other dangerous or hazardous turning movements.

L. Parking Lot Layout. No more than 200 parking spaces shall be allowed together in one group or cluster. Parking lot clusters shall be separated by landscaping, pedestrian connections, cross aisles, retention basins or similar features.

M. In office-use and industrial projects, a minimum 25 percent of the required parking spaces shall be provided within 200 feet of the building served, with the balance of the required parking within 400 feet.

N. In commercial and mixed use projects, a minimum of 50 percent of the required parking spaces shall be located within 300 feet of the building served.

O. In multi-family residential projects, required parking spaces shall be arranged to provide at least one parking space per unit within 200 feet of the dwelling units they are intended to serve.

P. Drive aisle intersections are to be perpendicular to each other.

Q. Separate vehicular and pedestrian circulation systems shall be provided where possible.

R. Pedestrian Safety. The design standards described below shall be provided

for multi-family residential developments of 5 or more units and for commercial, mixed-use, and/or industrial developments that are 80 feet or more in depth and/or include 50 or more parking spaces.

1. *Pedestrian Safety.* Parking lot design should be laid out in a way to minimize the times pedestrians would typically have to walk between parked cars and then cross a drive aisle to get to locations on the site. Internal circulations systems shall be clearly defined. For example, walkways should be incorporated into the median or landscape of some double loaded parking bays.

2. *Materials and Width.* Walkways shall provide at least 5 feet of unobstructed width and be hard-surfaced with a material that differs from the drive aisle by composition, texture, or through the use of a differing color that is integral to the material. For areas beyond ADA accessible spaces, a combination of stepping stones and landscaping can be used, however ADA compliance must also be demonstrated.

3. *Identification.* Pedestrian walkways shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, a different paving material, or similar method. Where a pedestrian sidewalk crosses a vehicle lane, the pedestrian sidewalk shall be raised a minimum of 3-inches above the vehicle lane and made distinct by use of textured paving and contrasting color. Where a raised crossing is not feasible, lighted pedestrian bollards and signage can be used to raise awareness to vehicle operators.

4. *Separation.* Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it must be raised and separated from the auto travel lane by a raised curb at least 6 inches high, decorative bollards, or other physical barrier.

(5) Bicycle and Motorcycle Parking

A. Bicycle Parking.

1. Spaces Required.

a. Bicycle parking is required for multi-unit residential buildings and nonresidential development. Unless otherwise expressly stated, buildings and uses subject to bicycle parking requirements must provide at least 3 bicycle parking spaces or at least 1 bicycle space per 10 on-site vehicle parking spaces actually provided, whichever is greater. After the first 50 bicycle parking spaces are provided, the required number of additional bicycle parking spaces is 1 space per 20 vehicle parking spaces. Covered spaces are strongly encouraged.

b. The requirements of subsection a, above, notwithstanding, the following minimum bicycle parking requirements apply to colleges, universities, schools and libraries:

i. Elementary and junior high school: 1 bicycle parking space per 1000 square feet;

ii. High school: 1 bicycle parking space per 1500 square feet;

iii. Colleges and universities: 1 bicycle parking space per 5 vehicle parking spaces provided; and

iv. Libraries: 1 bicycle space per 5 vehicle parking spaces provided.

2. Design and Location.

a. General. Required bicycle parking spaces must:

i. Consist of racks or lockers anchored so that they cannot be easily removed and of solid construction, resistant to rust, corrosion, hammers, and saws;

ii. Allow both the bicycle frame and the wheels to be locked using a standard U-lock;

iii. Be designed so as not to cause damage to the bicycle;

iv. Facilitate easy locking without interference from or to adjacent bicycles and maintain a separation of at least 24 inches from the nearest wall; and

v. Be located in close proximity to entrances and other high activity areas, highly visible, active, well-lighted areas without interfering with pedestrian movements.

b. Size. Required bicycle parking spaces for nonresidential uses must have minimum dimensions of 2 feet in width by 6 feet in length, with a minimum overhead vertical clearance of 7 feet.

c. Location. Required bicycle parking may be located indoors or outdoors. Such spaces must be located out of the ROW unless an encroachment agreement is approved. If required bicycle parking facilities are not visible from the abutting street or the building's main entrance, signs must be posted indicating their location.

B. Motorcycle and Scooter Parking. For any nonresidential use providing 50 or more off-street spaces, a maximum of 2 required off-street parking spaces per 50 vehicle spaces may be reduced in size or otherwise redesigned to accommodate parking for motorcycles and scooters. When provided, motorcycle and scooter parking must be identified by a sign. Motorcycle and Scooter parking shall be counted concurrently as part of the minimum number of vehicle spaces required for the development.

(5 6) Landscaping.

A. Purpose.

1. Trees and other vegetation help to limit the negative effects of large, paved areas by improving stormwater control, reducing erosion, avoiding unnatural microclimates, and

improving aesthetics. This section requires minimum landscaping requirements to satisfy this purpose.

B. Trees and landscaped areas.

1. Trees

a. A parking area shall have 2 trees per parking facility plus 1 tree for every 5 parking spaces or fraction thereof generally distributed throughout the parking area. Any dead or severely diseased trees used to fulfill these regulations shall be replaced at the request of the Zoning Administrator.

b. Immediately following planting, each tree shall be a minimum of 6 feet tall and have a minimum 2-inch **caliper diameter at breast height (4.5 feet above adjacent grade)**. At maturity, each tree shall have a clear trunk at least four feet above the adjacent parking surface and average mature crown greater than 12 feet.

c. Each existing tree that meets the minimum regulations for a newly planted tree shall count as 1 tree.

d. Each newly planted or existing tree with a minimum 6-inch diameter at breast height that is in a living and healthy condition shall count as 2 trees.

C. Landscaped areas. All areas that are not paved shall be landscaped and shall satisfy the following regulations:

1. Shrubs, vines, and ground cover shall be healthy stock.

2. Shrubs shall be a minimum of 1 gallon.

3. Shrubs shall be maintained so that their height does not exceed 3 feet above the adjacent parking surface.

4. Lawn grass shall be a species common to Southwest Ohio. Sod shall be used in areas subject to erosion.

5. Synthetic or artificial lawns or plants may not be used in lieu of plant requirements.

6. Concrete and asphalt shall not be used in landscaped areas. Decorative aggregate and other pervious surfaces may be used in landscaped areas if approved by the Zoning Administrator.

D. Alternate design plan. If the design regulations in this chapter will not result in an appropriate parking area for the site on which a use is located or proposed, a property owner may apply to the Planning Commission **for a Conditional Use Permit to approve an Alternate Design Plan per procedure in Section 1147.**

1. ~~The application for an alternate design plan is available from the Planning Department and shall include:~~

a. ~~A written description explaining how and why the proposed design better accomplishes the purposes of this chapter.~~

b. ~~A site plan with the following elements:~~

i. ~~The date, scale, north arrow, title and name of owner;~~

ii. ~~An accurate 1" = 10' or larger scale site plan of the proposed parking facility with boundary lines and dimensions;~~

iii. ~~Total area of the site;~~

iv. ~~Existing and proposed utility lines, both overhead and underground, and easements on or adjacent to the site;~~

v. ~~Existing and proposed improvements on the site, including all paving and structures (including structure height);~~

vi. ~~The location, size, plant unit value and the common and scientific~~

names of landscaping to be installed and maintained on the site;

vii. The current zoning and land use of surrounding properties;

viii. Any additional factors that affect the practical application of this section, such as notable topographic changes, watercourses, and bodies of water.

2. The application shall be placed on the agenda of the next regularly scheduled Planning Commission meeting. The Planning Commission shall consider the application and make its decision based upon any element of the plan, the principal use of the property, and the existing use and configuration of adjacent sites.

3. If the Planning Commission approves an application, it may impose conditions or modify the approved plan in any manner required to protect the public health, safety, and general welfare.

1147.03 USE SPECIFIC REGULATIONS & POTENTIAL CONCERNS.

The uses listed in this section are Conditional Uses in at least 1 zoning district. Each use is listed with Potential Concerns and may be listed with specific regulations.

The Potential Concerns are use-specific criteria that Planning Commission shall consider when it makes a recommendation to Council on an application for a Conditional Use. The Planning Commission may also consider additional use-specific concerns not listed here if it deems them appropriate.

The Additional Regulations are more strict or additional dimensional regulations or operational conditions that apply to the use, regardless of whether it is permitted or conditional, and regardless of the zoning district in which it is located, and are enforced by the Zoning Administrator.

(a) General. Wherever no specific area, lot width, or setback requirements are specified in the provisions for specific Conditional Uses, then the dimensional regulations for the most restrictive permitted use in the applicable zoning district shall apply.

(b) Uses.

(30) Schools.

A. Potential Concerns.

1. Adequate lot size to permit future expansion.
2. Bus and van storage.
3. Access to streets that can handle traffic generated by the use.
4. Design of vehicle management area.
5. Location of outdoor facilities such as ball fields and band practice areas.
6. Proximity to incompatible uses (establishments serving alcohol).

B. Regulations.

1. Parking spaces shall not be located in a yard adjacent to a residential zoning district.
2. Structure shall be setback a minimum of 30 feet from a residential zoning district.

(31) Temporary and/or Outdoor Sales of Plants and Garden Supplies

A. Potential Concerns.

1. Signs.
2. Sight distance at corner lots.

B. Regulations.

1. Storage of goods shall not reduce the usable number of parking spaces by more than 10 percent of the required total.
2. Goods shall not be stored in a driveway required to access required parking spaces.

(32) Off-site Parking, Shared-Use Parking and Parking Space Reduction

A. Potential Concerns

1. Adequate supply of spaces for all modes of transportation

2. Distance from use

3. Hours of operation/schedule conflict

4. Valet service

5. Proximity to mass transit

6. Accomodation for special needs/accessibility

7. Maintenance responsibility

B. Regulations

1. Recorded agreement

2. Specific distance limit

3. Performance review timeframe

(33) Parking lot Alternate Design Plan

A. Potential Concerns

1. Safety of all modes of transportation

2. Green space

3. Storm water quality/environmental

4. Storm water quantity/run off rate

B. Regulations

1. Any additional factors that affect the practical application of this section, such as notable topographic changes, watercourses, and bodies of water.

2. Conditions of approval to protect the public health, safety, and general welfare

3. Modifications of this chapter to protect the public health, safety and general welfare



Internal Use Only:	
Case No.	PC-2014-20
Date Filed	9/30/14

Zoning Code Text Amendment Application

Applicant Information

Parking Requirements Amend.

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

Name *	City of Oxford / Sam Perry
Mailing Address *	101 E. High St
City, State & Zip Code *	Oxford, Ohio 45056
Telephone Number(s) *	513-524-5204
Email Address	sperry@cityofoxford.org

Submission Requirements and Documentation

From Section 1135.02 Procedure¹.

- (a) Initiation. A text amendment may be initiated by the Chair of the Planning Commission, by adoption of a motion by Council or the Planning Commission, or by application to Planning Commission by a landowner or a resident of the City of Oxford.
- (b) Application. If Planning Commission or Council initiates an amendment, then the Zoning Administrator shall provide information as necessary for proper consideration of the motion. The information provided shall be substantially similar to that required of an application for amendment.

An application for amendment shall be filed with the Zoning Administrator. An application shall be complete prior to being scheduled for a public hearing. An application will be considered complete only if the Zoning Administrator is satisfied that all of the materials required by this chapter are included and are sufficient in their content to satisfy the intent of the application requirements.

- (1) Contents of application. The applicant shall contact the Zoning Administrator prior to submitting an application to discuss the submission requirement, which includes the following information. A written, detailed description, where applicable, is required for each subsection.

- A. Application Fee.
- B. The name, mailing address, and telephone number of the applicant.
- C. A general description of the proposed amendment.
- D. A narrative statement that describes how the proposed amendment relates to the Comprehensive Plan.
- E. A statement that identifies potential negative consequences of the proposed amendment.
- F. Such other information regarding the proposed amendment as may be pertinent to the application or required by Planning Commission or Council.
- G. Any existing section number and text that is proposed to be deleted or amended.
- H. Any new or amended text as it is proposed to be codified including its proposed location in the Code. section numbers)
- I. A narrative statement that describes the expected effects of the proposed text.
- J. A narrative statement that compares the expected effects of the proposed text with any existing text that it will replace, if applicable.

Decision Process

From Section 1135.02(c)(1) Decision Standards¹.

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.

- A. The proposed amendment will make the Code conform more closely with the Comprehensive Plan.

- B. The proposed amendment will improve the public health, safety, and general welfare of Oxford.
- C. The proposed amendment will clarify the intent of the Code.
- D. The proposed amendment will better implement the intent of the Code.
- E. The proposed amendment will improve enforcement of the Code.

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 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.

Fees & Receipt

The required fee is \$150.00. Write a check payable to **City of Oxford**. You may also pay in-person using Visa, MasterCard, and Discover.

Sign and Date

Applicant Signature *



Date *

10/15/14

Submit Application, Submission Requirements and Documentation, and Fees

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

Send or drop off this application with required documentation as attachments and a check for the fee made payable to **City of Oxford**, to Community Development Director, 101 East High Street, Oxford, OH 45056.

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

Note: You must adhere to notification and publication requirements. Submit materials 45 days prior to the Planning Commission meeting on which the action is requested.

For Staff Use Only

Fee Paid Date *

NA

Receipt Number *

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