

# BOARD OF ZONING APPEALS AGENDA



**Board of Zoning Appeals Meeting  
6:00 PM Wednesday, July 8, 2015**

**Village Administration Building  
99 High Street  
South Lebanon, Ohio 45065**

	Agenda Item
1.	<b>Call to Order</b>
2.	<b>Roll Call</b>
3.	<b>Pledge of Allegiance</b>
4.	<b>Open Forum</b>
5.	<b>Review and Approval of Minutes</b> A. Minutes of May 6, 2015
6.	<b>Public Hearing</b> A. Open Public Hearing B. Case 2015-03BZA – Request for a Variance to the Rear Yard Setback for a Property at 765 Mary Lane Extension, Lot 42, Woodknoll Subdivision Section 2 C. Close Public Hearing D. Open Public Hearing E. Case 2015-02BZA – Request for a Conditional Use Permit for Property at 350 King Avenue F. Close Public Hearing
7.	<b>Old Business - None</b>
8.	<b>New Business</b> A. Case 2015-03BZA – Request for a Conditional Use Permit for Property at 350 King Avenue
10.	<b>Communications</b>
12.	<b>Adjournment</b>

Members of the public may address the Planning Commission during the Open Forum segment of the agenda and shall be limited to five minutes each. After the speaker concludes remarks, the Planning Commission may comment or ask questions at that time. The Chairperson may at his or her discretion restrict duplicate testimony on a particular subject.



Z

Village of South Lebanon  
99 N. High Street, South Lebanon, Ohio 45065  
513-494-2296 fax: 513-494-1656  
[www.southlebanonohio.org](http://www.southlebanonohio.org)

**BOARD OF ZONING APPEALS  
MEETING MINUTES**

May 6, 2015  
6:00 p.m.

Members:

Randall Atkins (Chairman)  
Bill Pollack  
Larry Sargeant

Staff:

Jerry Haddix, Administrator  
Mickey Dillon, Clerk

1. Call to order at 6:02 p.m.
2. Roll Call. Sean Rahe was absent; all others were present
3. Pledge of Allegiance
4. Open Forum – Nobody present to speak
5. Chairman Atkins requested a motion to approve the minutes from the BZA meeting held on October 29, 2014. Motion to approve was made by Bill Pollack, seconded by Larry Sargeant. All yeas.
6. **Public Hearing:** Chairman Atkins opened the floor for the public hearing at 6:10 p.m.

**Case 2015-01BZA- Request for a variance to the rear yard setback for a property at 765 Mary Lane Extension, Lot 42, Woodknoll Subdivision, Section 2;**

Mr. Atkins asked the Secretary to supply responses to the following questions on the record:

- i) Which newspaper(s) were used to publish notice of this hearing **TODAYS PULSE**
- ii) Whether the newspaper(s) provided the BZA with an affidavit of proof of publication: YES
- iii) The date the affidavit indicates notice was published: APRIL 26, 2015
- iv) The content of the publication by reading the publication: read

- v) Date written notice of this hearing was mailed by First Class Mail: APRIL 24, 2015
- vi) Content of written notice to the applicant by reading notice

Chairman Atkins stated that BZA will hear from the Zoning Administrator. He asked the Zoning Administrator to come forward to the microphone, raise his right hand and be administered the oath:

DO YOU SOLEMNLY SWEAR OR AFFIRM UNDER OATH, TO TELL THE TRUTH, THE WHOLE TRUTH AND NOTHING BUT THE TRUTH SO HELP YOU GOD, AND THIS YOU SHALL ALSO DO SUBJECT TO THE PENALTIES OF PERJURY OF THE STATE OF OHIO. IF SO, ANSWER "I DO"

Chairman Atkins then asked Zoning Administrator to provide BZA with testimony as to the following:

- i) The date the application was filed: MARCH 20, 2015
- ii) The identity of applicant: RYAN HOMES
- iii) The identity of the owner, if different than the applicant, and the authority of the applicant to act on the owner's behalf: NVR, INC.
- iv) The property location, Parcel # and any other identification of the site for which a variance has been applied for: LOT 42 IN WOODKNOLL SUBDIVISION, SECTION 2, SIDWELL# 13323420290, located at the corner of Pike Street and Mary Lane Extension.
- v) The size of the site: .2361 ACRES, 89.6 ft. X 116.3 ft.
- vi) The site's current zoning designated on the official Zoning Map: R3 PUD
- vii) The existing land use of the site and any relevant background: CURRENTLY IT IS A VACANT LOT IN WOODKNOLL SECTION 2 SUBDIVISION.
- viii) Specifically, from what Zoning Regulation is a variance being sought: SECTION 15.9.8.3.b2 – 30 FEET REAR YARD SETBACK.
- ix) Specifically what is the amount of the variance being sought: 1.39 FT.
- x) Each document that has been filed by the applicant: APPLICATION, PROOF OF OWNERSHIP, COPY OF SUBDIVISION PLAT, PLOT PLAN, LIST OF PROPERTY OWNERS, MAILING LABELS.
- xi) What explanation do the documents provide for why the variance is needed: REFER TO STAFF REPORT.
- xii) Whether the applicant has complied with the application requirements in Section 15.5.5 of the Zoning Regulations: YES
- xiii) Any recommended conditions and safeguards, if any, to insure that the objectives of the Zoning Regulations to which the variance may apply will be met: NONE
- xiv) Jerry Haddix testified; Chairman Atkins asked if the applicant or his attorney have any cross examination questions for the Zoning Administrator?

7. Chairman Atkins stated that this is a hearing to consider the variance application filed pursuant to Section 15.5.4 of the Zoning Regulations. This hearing must be conducted as a quasi-judicial administrative hearing. The order and rules for the hearing were read by Chairman Atkins. All witnesses who testified were sworn in before testifying. The applicant was permitted to appear and be heard in person. The BZA did not refuse to accept any evidence or testimony offered by the Applicant.



Chairman Atkins asked if there was any person to testify on behalf of the applicant and then administered the oath to such person. He instructed the person to identify himself before testifying on the applicant's behalf. The Applicant's representative, Brent Wilkins, testified as to the request for the variance. Mr. Wilkins summarized the variance they are asking for Lot 42. He stated it is a corner lot, there is a rear setback drawn on the lot which is not allowing them to build a reasonable size home. They are asking for an additional 1.39 ft. of variance to fit a home similar to other homes in the community.

Chairman Atkins then asked the applicant the following questions:

- (i) Has the BZA denied you the opportunity to present your position, arguments and contentions? Answer: NO
- (ii) Has the BZA denied you the right to offer and examine witnesses and present evidence in support into record? Answer: NO
- (iii) Has the BZA denied you the right to cross-examine witnesses in opposition? Answer: NO
- (iv) Has the BZA denied you the opportunity to offer evidence to refute evidence or testimony offered in opposition? Answer: NO
- (v) Has the BZA refused or failed to compel any witnesses' appearance or evidence at your request? Answer: NO

Chairman Atkins asked for a motion from the BZA to close the hearing. Bill Pollack made the motion, Larry Sargeant seconded. All yeas.

7: **Case 2015-02BZA** – Request for a conditional use permit for property at 3733 Snook Rd. (existing Fellowship Tract League Facility).

Chairman Atkins asked Zoning Administrator the following questions:

- (i) Date the application was filed: March 27, 2015
- (ii) Identity of applicant: Fellowship Baptist Church
- (iii) Identity of the Owner and the authority of the applicant to act on owner's behalf: Fellowship Baptist Church
- (iv) Property location, parcel # and any other identification of the site for which a variance has been applied for: 3733 Snook Rd., Sidwell#13323260101
- (v) Size of site: 5.674 acres
- (vi) Site's current Zoning designated on Zoning map: R1
- (vii) Existing land use of the site and any relevant background: used as a praying facility, gathering place for worship and other church activities. Property was annexed to Village on February 22, 2002.
- (viii) From what Zoning Regulation is a conditional use being sought: Section 15.7.(2)b of Zoning Regulations
- (ix) Each document that has been filed by Applicant: Application, site plan, proof of ownership, mailing list of surrounding property owners, list of property owners
- (x) What explanation do documents provide for why the conditional use is needed: property was zoned previously by County,
- (xi) Whether applicant has complied with application requirements in Section 15.6.8 of the Zoning Regulations: YES
- (xii) Any recommended conditions and safeguards to insure that the objectives of the Zoning Regulations to which the conditional use may apply will be met: None

- (xiii) Does applicant or attorney have any cross examining questions for Zoning Administrator? NO

This is a hearing to consider the conditional use application pursuant to Zoning Regulations. The hearing must be conducted as a quasi-judicial administrative hearing. The hearing will be conducted based on the following orders and rules (already previously read)

Pursuant to Section 15.9.8 Village Zoning Regulations, a church or place of worship is considered to be conditionally used in the R-1 building district and recorded as conditional use permit in the Board of Zoning and Appeals and may be granted by the BZA after conducting a hearing.

Chairman Atkins then read the Standards and Review Criteria located in Section 15.6.9 regarding conditional use.

Pursuant to Section 15.11.16, following regulations will apply to the conditional use for a church:

Lot shall be adequate to accord off street parking; church shall be set back a minimum of 50 feet; parking shall not be permitted within 50 feet of any side or rear property line; cemetery shall not be permitted use in conjunction with the church unless the cemetery is also permitted in the same district and meets the separate requirements for cemeteries.

Chairman Atkins asked the applicant, Charles Stanbery, to step forward to testify. He had been sworn in previously. He states he has 13 full time employees in the building, is not changing any actions from previous. He uses the building to make paper for flyers, bulletins, etc. for the church.

One opponent, Mark Solsman, stepped forward to testify. He has been sworn in. He states that he lives in the valley below the church. The water coming off the property is eroding his land. He is concerned about large semi trucks going to the facility. He states a truck blocked the road for approximately 15 minutes. He stated that in case of emergency vehicles coming, it is not big enough for both vehicles. Also, he states there is a problem with smoke from an incinerator to burn excess paper. Mr. Solsman states he cannot open his windows at times because of the smell of the smoke.

Another opponent, Philip Fox was sworn in and testified. He stated he lives between Mr. Solsman and the church property and the water coming off causes a swamp at the end of his driveway. When it rains, he cannot mow his lawn due to the water. Mr. Fox' biggest concern is future expansion. Also the hazardous materials used at this church facility. He says it is not a church, it is a manufacturing facility.

Mr. Stansbery came back and stated that they did not burn excess paper, they sell it to paper recycling facility. He stated the ink cans are not dumped on property. Mr. Stansbery states the building is not a church but they do meet there each morning and read their bibles. They do not sell anything that is printed, it is given away. He states this is not a business, but rather a ministry of the church.

No other witnesses stepped forward for applicant.

Chairman Atkins asked for a motion to close the hearing. Larry Sargeant made the motion; Bill Pollack seconded. All yeas.

**OLD BUSINESS: None**

**New Business:**

- A. Case 2015-1BZA** – request for variance to the rear yard setback for the property at 765 Mary Lane Extension Lot 42, Woodknoll Subdivision

Chairman Atkins asked for a motion for to deliberate in public or in private.  
Bill Pollack made the motion to deliberate in public; Larry Sargeant seconded. All yeas.

Bill Pollack stated the request is minimal and **conforms** with Section 15.5.5 and makes a motion to approve request; Larry seconded the motion. All yeas.

- B. Case 2015-02BZA-** Request for conditional use permit for property at 3733 Snook Rd.

Chairman Atkins asked for a motion to deliberate in public or deliberate in private. Larry made a motion to deliberate in private; Bill seconded. All yeas.

Chairman Atkins asked for motion to return to the room from deliberations. Bill made motion to return; Larry seconded. All yeas.

Randall asked for motion to approve the Conditional Use application as filed, or deny the Conditional Use application. Bill Pollack made the motion to approve; Larry Sargeant seconded. All yeas.

**Communications: none**

Chairman Atkins asked for motion to adjourn. Larry made the motion; Bill seconded. All Yeas.

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Randall Atkins – Chairman

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Mickey Dillion – Secretary



## VILLAGE OF SOUTH LEBANON MEMORANDUM

**TO:** Board of Zoning Appeals members

**FROM:** Jerry Haddix, Village Administrator

**RE:** Case 2015-03BZA: Conditional Use Permit Application for a Property at 350 King Avenue.

**DATE:** July 2, 2015

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On the agenda for July 8, 2015 is a public hearing and a Board of Zoning Appeals (BZA) application for a Conditional Use Permit for a plant nursery at the property located at 350 King Avenue. The current owners are Amberly Jo Browning and Angela Rae Pope (Owners) and the applicant is Grant Toney (Applicant).

### **Background**

The property located at 350 King Avenue (Property) is made up of two (2) parcels totally 5.8 acres (See attached map and Property Summary). The property was formerly used a salvage yard. In 2011, the Owners entered into a Land Contract with Mainstream Homes for the purchase of said property. Mainstream Homes applied to the BZA in 2012 for the substitution of a non-conforming use to allow truck repair and maintenance on the property. The BZA denied this request and their decision was subsequently upheld by the Warren County, Ohio Court of Common Pleas. In February, 2015, with the consent of the Owners, Kimberly Larios and Grant Toney, assumed the Land Contract from Mainstream Homes.

I, along with the previous Village Administrator, have had a number of conversations and meetings with the Applicant and his representatives re: permitted uses on the Property. The property is located in the RFP Residential Flood Plain Zoning District (RFP). Pursuant to Section 15.9.5(3)(a)(2) of the Village Zoning Regulations, the Applicant is applying for a Conditional Use Permit for a plant nursery which is a permitted conditional use in the RFP zone with the approval of the BZA.

### **Zoning Code**

Sections 15.5.5 to 15.6.15 of the Zoning Regulations apply to the location, establishment, and maintenance of any and all conditional uses; the conditional use provisions of Articles 9 shall also apply.

### **Analysis**

A notice of the public hearing has been published in the Cincinnati Enquirer at least ten (10) days before this date of the hearing. A notice of the hearing was mailed to all surrounding property owners located within 500 feet of the subject property at least ten (10) date before this date of the hearing.

Pursuant to Section 15.6.9, in addition to the specific requirements for conditionally permitted uses as specified in Articles 9, the Board shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

1. Is in fact a conditional use as established under the provisions of Article 9 and appears on the Schedule of District Regulations adopted for the zoning district involved;
2. Will be in accordance with the general objectives, or with any specific objective, of the Village comprehensive plan and the zoning regulation;
3. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearances with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
4. Will not be hazardous or disturbing to existing or future neighboring uses;
5. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;
6. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;
7. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare, or odors;
8. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares;
9. Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

According to Dictionary.Com, a plant nursery is "A place where young trees or other plants are raised for transplanting, for sale, or for experimental study" and a garden center is "A store that sells gardening supplies, as seeds, plants, fertilizer, and tools." In the BZA Application, the Applicant states that he plans to use the property as "a plant nursery and a landscaping hub or landscaping center of operation." Therefore, the planned landscaping use would not be permitted as a conditional use.

Said property is located at the dead end of King Avenue which is a single family residential area. In addition to this fact, the only ingress/egress to the property is through the property known as 340 King Avenue, owned by Ginger Spicer. To date, the Applicant has not provided any evidence of a legal access to the property through said property.

The Applicant estimates 10-25 vehicles a day will visit the site. The type of vehicles is not specified. Given the type of business proposed, one can presume that large commercial vehicles will be included in that number. No off-site improvements have been proposed to accommodate additional auto or truck traffic.



**Zoning Process**

Within 30 days after the public hearing, the BZA shall either approve, approve with supplementary conditions or disapprove the request for a Conditional Use Permit. The BZA shall further make a finding in writing that the reasons set forth in the application justify the granting of the Conditional Use Permit that will make possible a reasonable use of the land, building or structure.

**Recommendation**

Staff recommends that the Board of Zoning Appeals deny a Conditional Use Permit for the Property as submitted on the basis that the proposed use doesn't satisfy the "General Standards for All Conditional Uses" as listed in Section 15.6.9 of the Village of South Lebanon Zoning Regulations.

**Attachment**

BZA Application Packet

Site Plan – Existing Site

**BOARD OF ZONING APPEALS**  
**Village of South Lebanon**  
**99 High Street**  
**South Lebanon, OH 45065**  
**(513) 494-2296**

**APPLICATION FOR APPEALS, VARIANCES, CONDITIONAL USES, & SIMILAR USES**  
**A separate application is required for each appeal or variance requested.**

**1. Application Type: (check the appropriate box)**

<input type="checkbox"/> Dimensional Variance (Article 5)	<input type="checkbox"/> Appeal (Article 5)
<input checked="" type="checkbox"/> Conditional Use (Article 6)	<input type="checkbox"/> Similar Use (Article 6)
<input type="checkbox"/> Other Action (specify):	
<p><i>We are using existing structures.</i>  <i>No new buildings.</i></p> <p>Identify the nature and extent of the requested action, and the grounds upon which the action is being requested. Include proposed use(s) and/or buildings to be constructed and any required dimensional calculations. A separate application will be required for each action requested: <i>I am requesting a conditional use based on Sec 15.9.5 article 3.2 of RFP. - My appeal to the Board is to use my property as a plant nursery and a landscaping hub or landscaping center of operation.</i></p>	

**2. Property Information**

<b>Project Location and Size:</b>			
SIDWELL No(s): 13311560191 & 13311560192		Lot Width:	
Lot & Subdivision: N/A			
Address: 350 King Ave. South Lebanon, OH 45065		Lot Depth:	
Current Zoning: Residential Flood Plain		Total Acreage: 1.518 & 4.286	
Existing Use: N/A		Pertinent Code Section:	
<b>Current Owner of the Property</b>		<b>Project Contact (Architect, Engineer, Planner)</b>	
Name: Grant Toney		Name: Grant Toney	
Address: 5321 Mapledale Way		Address: 5321 Mapledale Way	
City: Mason	State: Ohio	Zip: 45040	City: Mason
Telephone: (513) 520-8092	Fax:	Telephone: (513) 520-8092	Fax:
<b>Permit Applicant(s):</b>			
Name: Grant Toney			
Address: 5321 Mapledale Way			
City: Mason	State: Ohio	Zip: 45040	
Telephone: (513) 520-8092	Fax:		
* Applicant's Signature: 			
* Applicant is responsible for payment of all fees			

# 350 king Avenue

**Hours of activity:** 7AM- 7PM Mon-Friday

**Traffic:** we estimate 10 to 25 vehicles a day.

**Fumes:** No fumes or odors to be generated.

**Noise:** We are aware of all the families surrounding our property, we promise not to make noise after hours and our operation is relatively quiet except when we use the chipper, about 8 hours a week.





8 1 0 5 5 0 6

Tx:4080521

LINDA ODA  
WARREN COUNTY RECORDER  
2015-004901  
AGREEMENT  
02/25/2015 1:33:39 PM  
REC FEE: 44.00 PGS: 4  
PIN:

4  
44

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made February 3, 2015, between **Mainstream Homes, Inc., an Ohio Corporation**, ("Assignor") whose address is 466 Stephens Road, Maineville, Ohio 45039, and **Kimberly Larios and Grant Toney** ("Assignees"), whose address is 5321 Mapledale Way, Mason, Ohio 45045, under the following circumstances:

A. Assignors, as purchasers, entered into a Land Contract with **Amberly Jo Browning and Angela Rae Pope** ("Sellers"), dated June 21, 2011, and recorded August 10, 2011, in Volume 5359, Page 480 of the Warren County, Ohio Recorder, for the sale and purchase of the real property described in Exhibit "A" attached to this Agreement (the "Property").

B. Assignor desires to assign the Contract to Assignees, and Assignees desire to accept and assume the Contract.

NOW, THEREFORE, the parties agree as follows;

1. Assignor assigns to Assignees all of Assignor's right, title and interest in and to the Contract and the Property.
2. Assignor represent and warrant that (a) the Contract is in full force and effect, (b) the Contract has not been modified or amended, (c) Assignor has paid all sums required by the Contract to be paid by Assignor, and Assignor is not otherwise in default of any obligations under the Contract, (d) Assignor has no setoffs or claims against Seller arising out of the Contract and (e) there are no existing defaults by Sellers under the Contract.
3. Assignees assume and agree to perform all the terms and conditions of the Contract that are to be observed and performed by Assignor from and after the date of this Agreement, and Assignees agree to indemnify and hold Assignor harmless from and against any and all claims, damages, losses and expenses that may arise out of, or in respect of, Contract, from and after this date.

SIGNED and effective as of the date first written above.

### ASSIGNOR

Mainstream Homes, Inc., an Ohio Corporation

By: Alvin Bishop

Alvin Bishop, President

### ASSIGNEES

Kimberly Larios

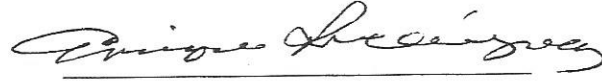
Grant Toney



ENRIQUE RODRIGUEZ  
Notary Public, State of Ohio  
My Commission Expires Feb. 23, 2016

STATE OF OHIO  
COUNTY OF WARREN, SS:

The foregoing instrument was acknowledged before me this 4 day of JANUARY, 2015 by Alvin Bishop, President, Mainstream Homes, Inc., an Ohio Corporation, the Assignor, and that the same was his free act and deed and that of the Company.

  
Notary Public

STATE OF TEXAS  
COUNTY OF DAWAS, SS:

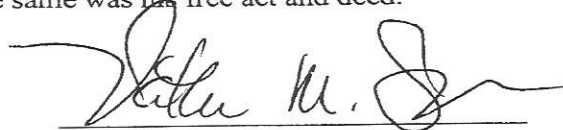
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2015, by Kimberly Larios the Assignee, and that the same was her free act and deed.



  
Notary Public

STATE OF OHIO  
COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 30 day of February, 2015, by Grant Toney the Assignee, and that the same was his free act and deed.

  
Notary Public



NATHAN M. LITTLE  
Attorney At Law  
Notary Public, State of Ohio  
My Commission Has No Exp. Date  
Section 147.03 O.R.C.

### CONSENT TO ASSIGNMENT

The Undersigned, **Amberly Jo Browning and Angela Rae Pope**, the Sellers in the Contract described above, consents to the foregoing assignment of the Contract from Assignors to Assignee. However, this consent shall not be construed to release Assignors from liability for the payment of all sums and the performance of all obligations under the Contract, nor shall this consent operate as a consent to any further assignment.

Dated this 3<sup>rd</sup> day of February, 2015.

#### SELLERS

Amberly Jo Browning  
Amberly Jo Browning  
Angela Rae Pope  
Angela Rae Pope

STATE OF Ohio  
COUNTY OF Warren, SS:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of February, 2015, by Amberly Jo Browning, unmarried, the Seller, and that the same was her free act and deed.



DEWEY JAMES MARTIN  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES 11-7-2015

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of FEBRUARY, 2015, by Angela Rae Pope, unmarried, the Seller, and that the same was her free act and deed.



Nicholas Nevius  
Notary Public

This instrument prepared by:  
COMBS, SCHAEFER, ATKINS & LITTLE



Exhibit "A"

Parcel I:

Situate in the Township of Union in the County of Warren and State of Ohio, and in the Corporation of the Village of South Lebanon, and being a part of Section #31, Town 5, Range 3, and bounded and described as follows: Beginning at an iron rod at the Southwest corner of Lot No. 21, Combs Subdivision #2, as per Plat Book #3, page 79, said beginning point also being the Northwest corner of lands of Rollin K. Johnson and Nettie R. Johnson, as per Deed Book 176, page 161; From said point of beginning, running thence with the South line of Combs Subdivision #2, S. 82 deg. 32' E. 196.27 feet to an iron rod; thence, by new division lines: (1) S. 15 deg. 17' W. 340.74 feet to an iron rod; (2) N. 70 deg. 32' W. 220.92 feet to an iron rod in the West line of said Johnson's lands and in the East line of property of the South Lebanon Compost Co., as per Deed Book 284, Page 265; running thence with the West line of said Johnson's property, N. 20 deg. 15' E. 299.11 feet to the point of beginning, containing one and five hundred eighteen thousandths (1.518) acres.

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Parcel II:

Situate in Union Township, in the Village of South Lebanon, Ohio, and being a part of Section 31, Town 5, Range 3, and bounded and described as follows: Beginning at an iron rod at the Southeast corner of a 5.20 acre tract, as per Deed Book 132, Page 105, said beginning point also being the Southeast corner of what is known as Tract #11 of King Powder Co. land, also corner to Rollin Johnson lot, as per Deed Book 213, Page 581, From said point of beginning, running thence with the South line of said 5.20 acre tract N. 62 deg. 09' W. 263.34 feet to an iron rod at the Southwest corner of said 5.20 acre tract; thence with the West line of said 5.20 acre tract N. 4 deg. 02' E. 596.91 feet to an iron rod and corner to 0.181 acre tract, as per Deed Book 213, Page 457; thence with the South line of said 0.181 acre tract S. 84 deg. 06' E. 150.33 feet to an iron rod and corner to a 0.218 acre tract, as per Deed Book 282, Page 75; thence with the line of said 0.218 acre tract S. 5 deg. 55' W. 140.10 feet to an iron rod; thence S. 84 deg. 06' 20" E. 231.51 feet to an iron rod; thence S. 10 deg. 31' W. 156.25 feet to an iron rod; thence S. 20 deg. 41' 40" W. 412.85 feet to the place of beginning, containing four and two hundred and eighty-six thousandths (4.286) acres, subject to easements for septic tank, sewer line and roadways for ingress and egress as set forth in Deeds recorded in Deed Record 180, Page 533, Deed Record 190, Page 274, Deed Record 272, Page 449 and Deed Record 282, Page 75 of the Warren County, Ohio, Deed Records.

The grantor further grants to the grantee herein certain easements and rights across a 0.389 acre tract as specifically stated in a deed for said 0.389 acres from Corwin S. Fred and Nancy B. Fred to Rollin Johnson dated August 12, 1952 and recorded in Vol. 213, Page 581 of the Warren County, Ohio, Deed Records.

*mk* *gk*

Pt 13-31-156-019



RECORDED  
2015  
JUL 14 2015  
WARREN COUNTY, OHIO

TRANSFER NOT NECESSARY  
NICK NELSON, AUDITOR  
WARREN COUNTY, OHIO

AUG 10 2011

NICK NELSON  
AUDITOR, WARREN CO. OHIO

BETH DECKARD - WARREN COUNTY RECORDER  
Doc #: 832359 Type: LC  
Filed: 8/10/2011 14:24:41 \$ 44.00  
OR Volume: 5359 Page: 480 Return: B  
Rec#: 11947 Pages: 4  
HERDMAN SUMMERS & GEORGE

LAND CONTRACT

4/4  
THIS AGREEMENT is made and entered into at Lebanon, Ohio  
County, Ohio, this 21 day of June, 2011, by and between Amberly Jo  
Browning, unmarried, and Angela Rae Pope, unmarried, whose address is 255 Mary Ellen St  
South Lebanon OH, 45065, hereinafter ("SELLER"), and Mainstream Homes, Inc., an Ohio  
Corporation, whose address is 3645 E. Foster Maineville OH, hereinafter  
("PURCHASER"). Maineville OH 45039

I. DESCRIPTION. That the Seller in consideration of One Dollar (\$1.00) by the  
Purchaser and of the promises and agreements of the Purchaser hereinafter contained, does for  
itself, its successors, heirs and assigns, agree to sell the real estate known as 350 King Ave.,  
South Lebanon, Ohio 45065 (approximately 5.804 acres) and more fully described as follows:

See attached Exhibit A for complete Legal description.

II. PURCHASE PRICE. The total of all payments for the property shall be Eighty Five  
Thousand Dollars and 00/100 (\$85,000.00), payable as hereinafter provided. Upon payment in  
full, the Seller will convey marketable title to said premises to the Purchaser by good and  
sufficient deed of general warranty, or a fiduciary deed in the event that Seller is under disability,  
free and clear from all encumbrances, and excepting such as may be caused by the act or default  
of the Purchaser, and also excepting restrictions, easements and agreements of record, if any.

III. CONDITION OF PROPERTY. Purchaser is purchasing the property in an "as is:  
condition.

IV. PAYMENTS. In consideration whereof the Purchaser hereby agrees to purchase  
said property and to pay the purchase price of Eighty Five Thousand Dollars and 00/100  
(\$85,000.00), as follows:

- (a) Purchaser shall pay to Seller a Deposit of \$5,000.00 upon execution of this contract.
- (b) The balance due shall be Eighty Thousand Dollars and 00/100 (80,000.00) (less any  
additional principal payments made) and shall bear interest at an initial rate of  
6.000% per annum, amortized on a 12 year basis. For the initial year, payments shall  
be fixed at \$600.00 per month and shall begin on July 21, 2011.  
none of this amount shall apply to principal. The monthly payments thereafter  
beginning on 21st of July, 2012 shall be \$780.00 per month.  
The last payment shall be due on May 21, 2024.

V. INSURANCE and TAXES. Taxes shall be prorated to the date of closing.  
Purchaser shall be required to pay real estate taxes and hazard insurance in an amount sufficient  
as determined by Seller. Purchaser shall provide proof of such policy to Seller, listing the  
interest of Seller, upon demand.

VI. UTILITIES and REPAIRS. The Purchaser further agrees to pay all electric, gas  
and water charges and to keep all said real estate in good condition. Purchaser agrees to make all  
major minor repairs to said premises and fixtures at their own expense.

VII. LAWS and ORDINANCES. The Purchaser agrees that they will conform to, obey  
and comply with all the present and future laws, ordinances, rules, regulations, requirements and  
orders of all of the departments, bureaus and officials governing said premises and the use and  
occupation thereof.

BOOK 5359 PAGE 480



VIII. **CONTRACT BINDING-NON-ASSIGNABLE.** This Contract shall be binding upon Seller and Purchaser and their successors, heirs and assigns. It is further agreed and understood that this Contract shall not be assignable by the Purchaser herein nor paid in advance without written consent of the Seller.

IX. **IMPROVEMENTS and FIXTURES.** The real estate shall include the land, together with all improvements and fixtures and all appurtenant rights, privileges, easements, fixtures.

X. **LATE CHARGES.** Any monthly installment of principal and interest not paid within fifteen (15) days of its due date shall bear a late charge of One Hundred Dollars (\$100.00).

XI. **RECORDING.** Within twenty (20) days of the execution of the within contract and agreement, Seller shall cause a copy of same to be recorded in the Office of the Recorder of Warren County, Ohio.

XII. **DEFAULT.** It is mutually agreed by and between the parties hereto that if the Purchaser shall fail or neglect to pay any one of the said installments of the purchase money or interest of the said installments, for taxes, assessments, and hazard insurance when the same becomes due, or within ten (10) days thereafter, or shall fail to insure said buildings or to keep the same insured or shall fail to keep, to observe and perform all of the covenants and conditions of this Contract, then all the installments unpaid shall immediately become due and payable and the Seller may at their option terminate this agreement by giving thirty (30) days written notice in accordance with Ohio Revised Code Section 5313.06 to the Purchaser, and in the event of such termination Purchaser shall forfeit all payments previously made by them, including the initial down payment and shall immediately vacate the property.

XIII. **REPOSSESSION.** Upon such terms of this agreement the Seller shall have the right to re-enter upon said premises and take possession thereof, and the Seller or those claiming under them shall have the right to proceed to recover possession under the provision of Chapter 5313 of the Ohio Revised Code, and the Seller may at any time after such termination sell or convey said premises to any person or corporation whatever being in any manner liable in law or in equity to the Purchaser in consequence of such sale and conveyance.

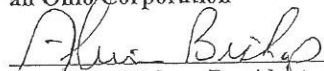
XIV. **SUBORDINATION.** In the event Seller finances the property, Purchaser agrees to sign any Subordination documents required by the lender.

This agreement shall be binding upon and inure to the benefit of the respective heirs legal representatives, successors, and assigns of the parties hereto.


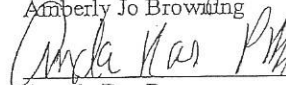
**WHEREFORE,** the said parties have set their hands to duplicate copies hereof on the day and year first above written.

**PURCHASER:**

MAINSTREAM HOMES, Inc.,  
an Ohio Corporation

  
By: Alvin Bishop, President

**SELLER:**

  
Amberly Jo Browning  
  
Angela Rae Pope



STATE OF OHIO, Warren COUNTY, SS:

BE IT REMEMBERED that on this 21st day of June, 2011, before me, the subscriber, a notary public in and for said county and state, personally appeared Alvin Bishop, President of Mainstream Homes, Inc., an Ohio Corporation who acknowledges that the signing of the foregoing instrument was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year first above mentioned.



Andrew P. George  
Notary Public, State of Ohio  
My commission has no Expiration Date

Notary Public, State of Ohio

STATE OF OHIO, Warren COUNTY, SS:

BE IT REMEMBERED that on this 21st day of June, 2011, before me, the subscriber, a notary public in and for said county and state, personally appeared Amberly Jo Browning, unmarried, and Angela Rae Pope, unmarried, who acknowledged that the signing of the foregoing instrument was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year first above mentioned.



Andrew P. George  
Notary Public, State of Ohio  
My commission has no Expiration Date

Notary Public, State of Ohio

This instrument prepared by:  
Andrew P. George, Attorney at Law  
1160 E. Main St., PO Box 36  
Lebanon, Ohio 45036

BOOK 5359 PAGE 482

PARCEL ONE: Pt 13-31-156-019 *Buy* Exhibit A

Situate in the Township of Union in the County of Warren and State of Ohio, and in the Corporation of the Village of South Lebanon, and being a part of Section #31, Town 5, Range 3, and bounded and described as follows: Beginning at an iron rod at the Southwest corner of Lot No. 21, Combs Subdivision #2, as per Plat Book #3, page 79, said beginning point also being the Northwest corner of lands of Rolin K. Johnson and Nettie R. Johnson, as per Deed Book 176, page 161; From said point of beginning, running thence with the South line of Combs Subdivision #2, S. 82 deg. 32' E. 196.27 feet to an iron rod; thence, by new division lines: (1) S. 15 deg. 17' W. 340.74 feet to an iron rod; (2) N. 70 deg. 32' W. 220.92 feet to an iron rod in the West line of said Johnson's lands and in the East line of property of the South Lebanon Compost Co., as per Deed Book 284, Page 265; running thence with the West line of said Johnson's property, N. 20 deg. 15' E. 299.11 feet to the point of beginning, containing one and five hundred eighteen thousandths (1.518) acres.

PARCEL TWO: Pt 13-31-156-019 *DWB*

*Union Twp.*  
Situate in the Village of South Lebanon, Ohio, and being a part of Section 31, Town 5, Range 3, and bounded and described as follows: Beginning at an iron rod at the Southeast corner of a 5.20 acre tract, as per Deed Book 132, Page 105, said beginning point also being the Southeast corner of what is known as Tract #11 of King Powder Co. land, also corner to Rollin Johnson lot, as per Deed Book 213, Page 581. From said point of beginning, running thence with the South line of said 5.20 acre tract N. 62 deg. 09' W. 263.34 feet to an iron rod at the Southwest corner of said 5.20 acre tract; thence with the West line of said 5.20 acre tract N. 4 deg. 02' E. 596.91 feet to an iron rod and corner to 0.181 acre tract, as per Deed Book 213, Page 457; thence with the South line of said 0.181 acre tract S. 84 deg. 06' E. 150.33 feet to an iron rod and corner to a 0.218 acre tract, as per Deed Book 282, Page 75; thence with the line of said 0.218 acre tract S. 5 deg. 55' W. 140.10 feet to an iron rod; thence S. 84 deg. 06' 20" E. 231.51 feet to an iron rod; thence S. 10 deg. 31' W. 156.25 feet to an iron rod; thence S. 20 deg. 41' 40" W. 412.85 feet to the place of beginning, containing four and two hundred and eighty-six thousandths (4.286) acres, subject to easements for septic tank, sewer line and roadways for ingress and egress as set forth in Deeds recorded in Deed Record 180, Page 533, Deed Record 190, Page 274, Deed Record 272, Page 449 and Deed Record 282, Page 75 of the Warren County, Ohio, Deed Records.

The grantor further grants to the grantee herein certain easements and rights across a 0.389 acre tract as specifically stated in a deed for said 0.389 acres from Corwin S. Fred and Nancy B. Fred to Rollin Johnson dated August 12, 1952 and recorded in Vol. 213, Page 581 of the Warren County, Ohio, Deed Records.

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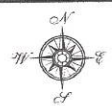


350 King Avenue

### Warren County Legend

Interstate	County Boundary	Overpass Line	School Line	Township & Range
US Route	Auditors Tract Line	Parcel Line	Section Line	Tract Line
State Route	Civil Township Line	ROW Unknown Width	Subdivision Limit	VMS Line
Local Road	Corporate Line	Road ROW	Subdivision Lot Line	Vacated Road Line

0 100 200  
1" = 200 ft



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## Property Summary

<b>Parcel ID</b>	13311560192	<b>Current Owner</b>	BROWNING AMBERLY JO &	<b>Property Value As Of</b>	01-01-2014
<b>Account Number</b>	6802605	<b>Property Address</b>	350 KING AVE SOUTH LEBANON 45065	<b>Ownership As Of</b>	07-01-2015
<b>Legal Description</b>	3 -5-31 4.286 acres	<b>State Use Code</b>	0399 - OTHER INDUSTRIAL STRUCTURES	<b>Tax Data As Of</b>	07-01-2015
<b>Tax District</b>	68 - UNION TWP- SOUTH LEBANON CORP	<b>Neighborhood #</b>	127001	<b>Census Tract</b>	321.00
		<b>School District</b>	KINGS LSD	<b>Ohio Public School District Number</b>	8303
				<a href="#">Click Here For Neighborhood Sales</a>	

[Click here to view new map](#)

Photographs of this property are  
available in the Auditor's office

**No Sketch Found  
For Selected Property**

<b>Last Sale Amount</b>	0
<b>Last Sale Date</b>	02-26-2007
<b>Land Use</b>	0399 - OTHER INDUSTRIAL STRUCTURES

### Value Summary

Valuation	True Value	Assessed Value
	Current Value as of 01-01-2014	
Land	\$37,720	\$13,200
Building	\$26,100	\$9,140
Total	\$63,820	\$22,340
CAUV	\$0	

### Tax Summary

	First Half	Second Half	Delinquent	Total Charge
<b>Total Net Tax</b>	\$708.15	\$708.15		
<b>Penalty</b>	\$70.82	\$0.00		
<b>Special Assessments</b>	\$0.00	\$0.00		
<b>SA Penalty</b>	\$0.00	\$0.00		
<b>Adders</b>	\$0.00	\$0.00		
<b>Remitters</b>	\$0.00	\$0.00		
<b>Paid</b>	\$0.00	\$0.00		

<b>Refunded</b>	<b>\$0.00</b>	<b>\$0.00</b>		
<b>Due</b>	<b>\$778.97</b>	<b>\$708.15</b>	<b>\$0.00</b>	<b>\$1,487.12</b>
<b>Aug Tax Interest</b>				<b>\$0.00</b>
<b>Aug SA Interest</b>				<b>\$0.00</b>
<b>Dec Tax Interest</b>				<b>\$0.00</b>
<b>Dec SA Interest</b>				<b>\$0.00</b>
<b>Def Tax Interest</b>				<b>\$0.00</b>
<b>Def SA Interest</b>				<b>\$0.00</b>
<b>Amount Due</b>				<b>\$1,487.12</b>

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**Property Summary**

<b>Parcel ID</b>	13311560191	<b>Current Owner</b>	BROWNING AMBERLY JO &	<b>Property Value As Of</b>	01-01-2014
<b>Account Number</b>	6802591	<b>Property Address</b>	KING AVE SOUTH LEBANON 45065	<b>Ownership As Of</b>	07-01-2015
<b>Legal Description</b>	3 -5-31 1.518 acres	<b>State Use Code</b>	0300 - VACANT INDUSTRIAL LAND	<b>Tax Data As Of</b>	07-01-2015
<b>Tax District</b>	68 - UNION TWP- SOUTH LEBANON CORP	<b>Neighborhood #</b>	127001	<b>Census Tract</b>	321.00
		<b>School District</b>	KINGS LSD	<b>Ohio Public School District Number</b>	8303
				<a href="#">Click Here For Neighborhood Sales</a>	

[Click here to view new map](#)Photographs of this property are not  
available**No Sketch Found  
For Selected Property**

<b>Last Sale Amount</b>	0
<b>Last Sale Date</b>	02-26-2007
<b>Land Use</b>	0300 - VACANT INDUSTRIAL LAND

**Value Summary**

Valuation	True Value	Assessed Value
	Current Value as of 01-01-2014	
Land	\$9,110	\$3,190
Building	\$0	\$0
Total	\$9,110	\$3,190
CAUV	\$0	

**Tax Summary**

	First Half	Second Half	Delinquent	Total Charge
<b>Total Net Tax</b>	\$101.12	\$101.12		
<b>Penalty</b>	\$10.12	\$0.00		
<b>Special Assessments</b>	\$0.00	\$0.00		
<b>SA Penalty</b>	\$0.00	\$0.00		
<b>Adders</b>	\$0.00	\$0.00		
<b>Remitters</b>	\$0.00	\$0.00		
<b>Paid</b>	\$0.00	\$0.00		
<b>Refunded</b>	\$0.00	\$0.00		



7/2/2015

Warren County Ohio Property Search - Property Summary

<b>Due</b>	<b>\$111.24</b>	<b>\$101.12</b>	<b>\$0.00</b>	<b>\$212.36</b>
<b>Aug Tax Interest</b>				\$0.00
<b>Aug SA Interest</b>				\$0.00
<b>Dec Tax Interest</b>				\$0.00
<b>Dec SA Interest</b>				\$0.00
<b>Def Tax Interest</b>				\$0.00
<b>Def SA Interest</b>				\$0.00
<b>Amount Due</b>				\$212.36