

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
DECEMBER 21 2017
6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale

3. Guests:

4. Floor open to the public:

5. New Business:

Emergency Ordinance 2017-14 amending
Ordinance 2017-11 to make appropriations for current
expenses for January 1 – December 31, 2017

Emergency Ordinance 2017-15 approving “temporary”
appropriations for Fiscal Year 2018

Emergency Resolution 2017-63 authorizing renewal of
Village’s liability insurance Ohio Plan Risk Management with
Hylant Admin Services

Emergency Resolution 2017-64 executing plat for Riverside
Subdivision, Phase 2

Emergency Resolution 2017-65 agreement with Choice One
for survey required for preparation of a dedication Plat relative
to Stone Lake Subdivision

Motion needed to allow Fiscal Officer to send an Amended
Certificate to the Warren County Auditor

Authorization of invoices for payment

Approval of November Financial Statements

Approval of meeting minutes:

Regular Meeting – September 21, 2017

Regular Meeting – October 5, 2017

Workshop Meeting – October 5, 2017

Regular Meeting – October 19, 2017

Special Meeting – October 26, 2017

Regular Meeting – November 2, 2017

Workshop Meeting – November 2, 2017

6. Old Business:

7. Executive Session

8. Communications and reports from Village Officials and Committees

- a. Mayor
- b. Fiscal Officer
- c. Solicitor
- d. Administrator
- e. Sgt.
- f. Council Members

9. Adjournment

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-63**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO RENEW THE VILLAGE'S LIABILITY INSURANCE WITH OHIO
PLAN RISK MANAGEMENT, INC. FOR CALENDAR YEAR 2018, AND FURTHER
AUTHORIZING PAYMENT OF THE ANNUAL PREMIUM, AND DECLARING AN
EMERGENCY**

WHEREAS, the Village maintains property, liability and automobile insurance with Ohio Plan Risk Management, Inc., and the current period of coverage ends on December 31, 2017; and,

WHEREAS, the Village has recently received the quote for renewal from Ohio Plan Risk Management, Inc. being a total annual premium of \$37,469.00 (an increase of \$2,247.00 from the 2017 premium); and,

WHEREAS, the Village desires to renew the Village's liability insurance with Ohio Plan Risk Management, Inc., for the period of January 1, 2018 to December 31, 2018; and,

WHEREAS, immediate action is required to timely assure the Village has a policy of liability insurance in effect as of January 1, 2018, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to renew the Village's liability insurance coverage with Ohio Plan Risk Management, Inc. for the period of January 1, 2018 to December 31, 2018.

Section 2. That the Council approves and authorizes the Fiscal Officer to pay the annual premium to Ohio Plan Risk Management, Inc. for the liability insurance coverage for the period of January 1, 2018 to December 31, 2018.

Section 3. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 5. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 6. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 21st day of December, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer

James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading– / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-65**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR
SURVEYING SERVICES REQUIRED FOR THE PREPARATION OF A
DEDICATION PLAT RELATIVE TO THE STONE LAKE SUBDIVISION, AND
DECLARING AN EMERGENCY**

WHEREAS, on November 2, 2017, the Village Council passed Ordinance No. 2017-10 accepting the streets in the Stone Lake Subdivision for public maintenance; and,

WHEREAS, a right-of-way dedication plat is required to be recorded in the Warren County Recorder's Office; and,

WHEREAS, the Village has solicited proposals from several consulting surveying firms for surveying services for the abovementioned task; and,

WHEREAS, Choice One Engineering was selected by staff as the most qualified and cost-effective; and,

WHEREAS, immediate action is required to expedite the recording of a right-of-way dedication plat for the Stone Lake Subdivision, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with Choice One Engineering for consulting surveying services in the Village of South Lebanon required for the preparation of a dedication plat relative to the Stone Lake Subdivision for the lump sum fee of \$2,400.00, as attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this _____ day of January, 2017.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading– / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2017



Date

November 7, 2017

Attention

Jerry Haddix
jhaddix@southlebanonohio.org

Address

Village of South Lebanon
99 N. High Street
South Lebanon, Ohio 45065

Subject

Agreement for Professional Services
Stone Lake Dedication Plat
WAR-SLE-1713

Dear Mr. Haddix:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Stone Lake Dedication Plat.

This Agreement is by and between Village of South Lebanon, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of one page and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.


Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Village of South Lebanon

Authorized Signature

Date

Choice One Engineering Corporation



Nicholas J. Selhorst, P.E., Project Manager

11/7/2017

Date

West Central Ohio
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
203 W. Loveland Ave.
Loveland, OH 45140
513.239.8554 Phone

Eastern Indiana
607 N. Meridian St.
Portland, IN 47371
260.766.2500 Phone

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

Choice One intends to provide a survey to dedicate the right-of-way in Stone Lake subdivision as recorded in Plat Book 78, Page 38 and 39 in the Village of South Lebanon, Warren County, Ohio.

Project Services

1. Dedication Plat

- a. Prepare a dedication plat of the Private Roads in Stone Lake Subdivision.
- b. Perform necessary research.
- c. Prepare one legal descriptions.
- d. Provide one dedication plat.
- e. Provide fees for recording.
- f. If at any point during the survey process Choice One discerns conflicting deed information or a discrepancy concerning the recorded or assumed location of the property, we will communicate this information to the Client and will assist in determining a proper or preferred resolution. If such a situation arises, Choice One and the Client reserve the right to void the incomplete contracted Scope of Work to avoid unnecessary survey fees. In either case, however, the Client will be billed based on time accumulated to date.

Client Responsibilities

- Provide property access.
- Payment of agency related fees other than those noted above.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Total

\$2,400.00

Schedule

Choice One will have the survey completed and sent to the Client and county for review within sixty (60) days after receipt of an executed Agreement.

Choice One Engineering Corporation
Standard Terms & Conditions

3/26/2015

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or

portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Owner may not directly hire any employee of Choice One. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$1,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Ownership of Documents Documents prepared by Choice One for the Project are instruments of services and will remain the property of Choice One. Final documents of service will be based on the printed copy. If specified in the Choice One agreement, Choice One will furnish the final documents electronically; however, the Client releases Choice One from any liability that may result from documents used in this form. Choice One will be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

LIFESTYLE COMMUNITIES BY MILLER VALENTINE AT STONELAKE LLC HAS ESTABLISHED A DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR STONE LAKE SUBDIVISION, DATED _____ (THE "DECLARATION"), WHICH HAS BEEN OR WILL BE FILED FOR RECORD IN THE WARREN COUNTY, OHIO RECORDER'S OFFICE. THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT INCLUDES COMMON PROPERTY (AS DEFINED IN THE DECLARATION). LIFESTYLE COMMUNITIES BY MILLER VALENTINE AT STONELAKE LLC OWNERS ASSOCIATION (THE "ASSOCIATION") HAS BEEN OR WILL BE FORMED PURSUANT TO THE DECLARATION. THE ASSOCIATION WILL MAINTAIN AND KEEP IN GOOD REPAIR THE COMMON PROPERTY AND THE LAKE AS PROVIDED IN THE DECLARATION.

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF 18.3042 AC. IN VIRGINIA MILITARY SURVEY No. 1547 IN THE VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS A SUBDIVISION OF SAID LAND TO BE KNOWN AS STONE LAKE SUBDIVISION, AND THE LOTS ARE NUMBERED FROM 1 THRU 65 INCLUSIVE AND ARE OF THE SHAPES AND SIZES AS SHOWN ON THE PLAT AND THE STREETS WITHIN THE BOUNDARIES OF SAID PLAT, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC ACCORDING TO THE LAW IN SUCH CASES MADE AND PROVIDED.

EASEMENTS SHOWN ON THE PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, STORM DRAINS, GAS, ELECTRIC, TELEPHONE OR OTHER UTILITIES OR SERVICES AND FOR THE EXPRESS PURPOSE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND PROVIDING OF INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSE, AND ARE TO BE MAINTAINED AS SUCH FOREVER.

OVERLAND DRAINAGE CONTROL STATEMENT:

THE VILLAGE OF SOUTH LEBANON ASSUMES NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY EXISTING OR NEWLY CONSTRUCTED OPEN DRAINAGE DITCHES OR CHANNELS DESIGNATED AS "DRAINAGE EASEMENTS" ON THIS PLAT. THE EASEMENT AREA OF EACH LOT AND ALL OF THE IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, CULVERT, OR OBSTRUCTION OF ANY KIND SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

LIFESTYLE COMMUNITIES BY MILLER-VALENTINE
AT STONELAKE LLC
an Ohio limited liability company
By: Lifestyle Communities by Miller-Valentine LLC
on Ohio limited liability company
Its: Sole Member

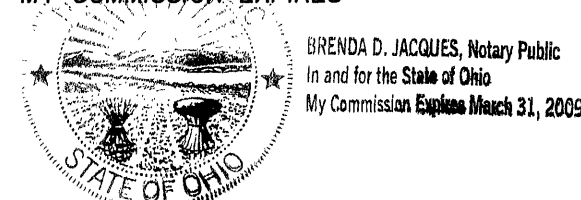
By: E. J. Joo
Print Name: ERIC JOO
Authorized Signer

By: David R. Lietz
Print Name: DAVID R. LIETZ
Authorized Signer

STATE OF OHIO, S.S.
COUNTY: WARREN

BE IT REMEMBERED THAT ON THIS 30th DAY OF January, 2007 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID WARREN COUNTY, PERSONALLY CAME SAID ERIC JOO AND DAVID R. LIETZ OF LIFESTYLE COMMUNITIES BY MILLER VALENTINE AT STONELAKE LLC AN OHIO LIMITED LIABILITY COMPANY ITS SOLE MEMBER TO ME KNOWN, AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE WITHIN PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

March 31, 2009
MY COMMISSION EXPIRES



LIENHOLDER
SKY BANK
2374 LAKEVIEW DRIVE
BEAVERCREEK, OHIO 45431

WITNESS: Jennifer M. Crotty (SIGNATURE)
Jennifer M. Crotty (PRINTED NAME)

WITNESS: Donna R. Wheatcraft (SIGNATURE)
Donna R. Wheatcraft (PRINTED NAME)

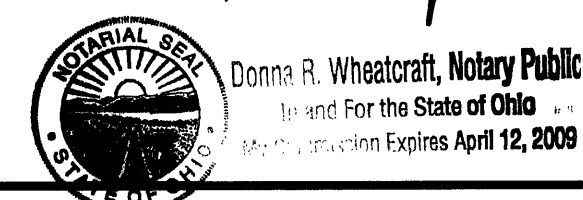
Richard J. Demko V.P.
RICHARD J. DEMKO, VICE PRESIDENT

STATE OF OHIO, S.S.
COUNTY: WARREN

BE IT REMEMBERED THAT ON THIS 31st DAY OF January, 2007 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID WARREN COUNTY, PERSONALLY CAME SAID RICHARD J. DEMKO, VICE PRESIDENT OF SKY BANK TO ME KNOWN, AND ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE WITHIN PLAT TO BE THEIR VOLUNTARY ACT AND DEED.

April 12, 2009
MY COMMISSION EXPIRES

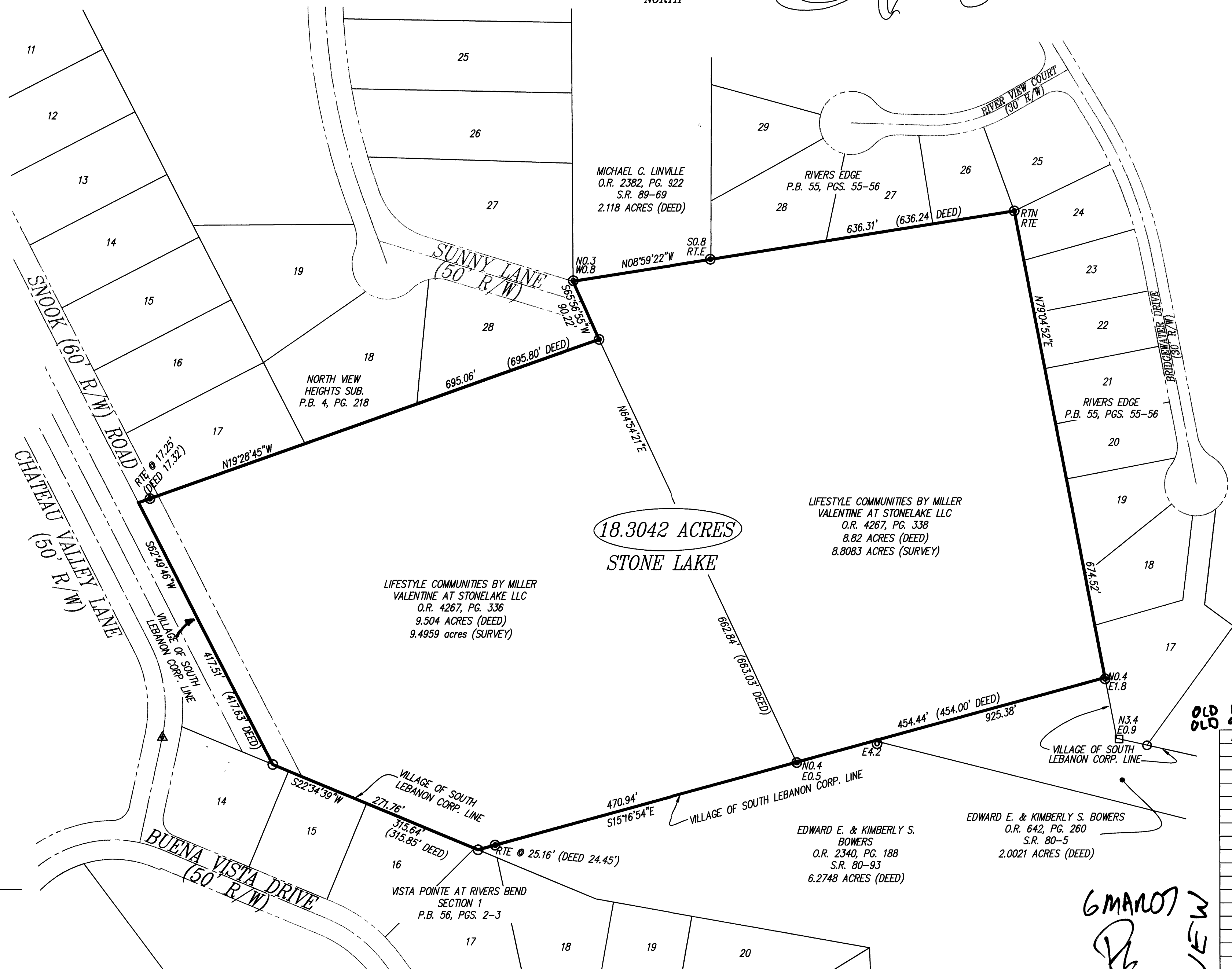
Donna R. Wheatcraft
NOTARY PUBLIC, STATE OF OHIO



RECORD PLAT STONE LAKE VIRGINIA MILITARY SURVEY No. 1547 HAMILTON TOWNSHIP VILLAGE OF SOUTH LEBANON WARREN COUNTY, OHIO

LEGEND

- ▲ MAG NAIL FOUND
- 5/8" IRON PIN FOUND
- STONE FOUND



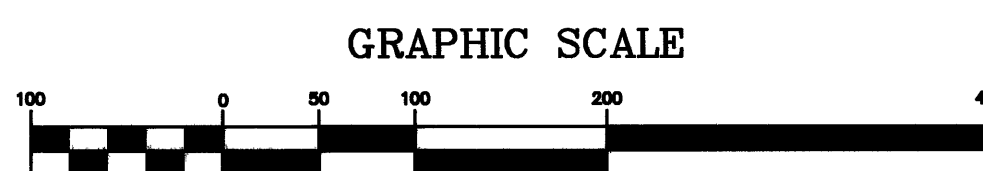
TRACT MAP
SCALE 1"=100'

SOURCE BENCHMARK
WARREN COUNTY CONTROL MONUMENT #61 LOCATED NORTH OF THE INTERSECTION OF SR-48 AND DWIRE ROAD. ELEV=804.07 (NAVD 88)

SITE BENCHMARK
ARROW BOLT ON FIRE HYDRANT LOCATED ON THE WEST SIDE OF SUNNY LANE NEAR THE NORTHEAST CORNER OF LOT 27 OF NORTH VIEW HEIGHTS SUBDIVISION. ELEV=788.12 (NAVD 88)

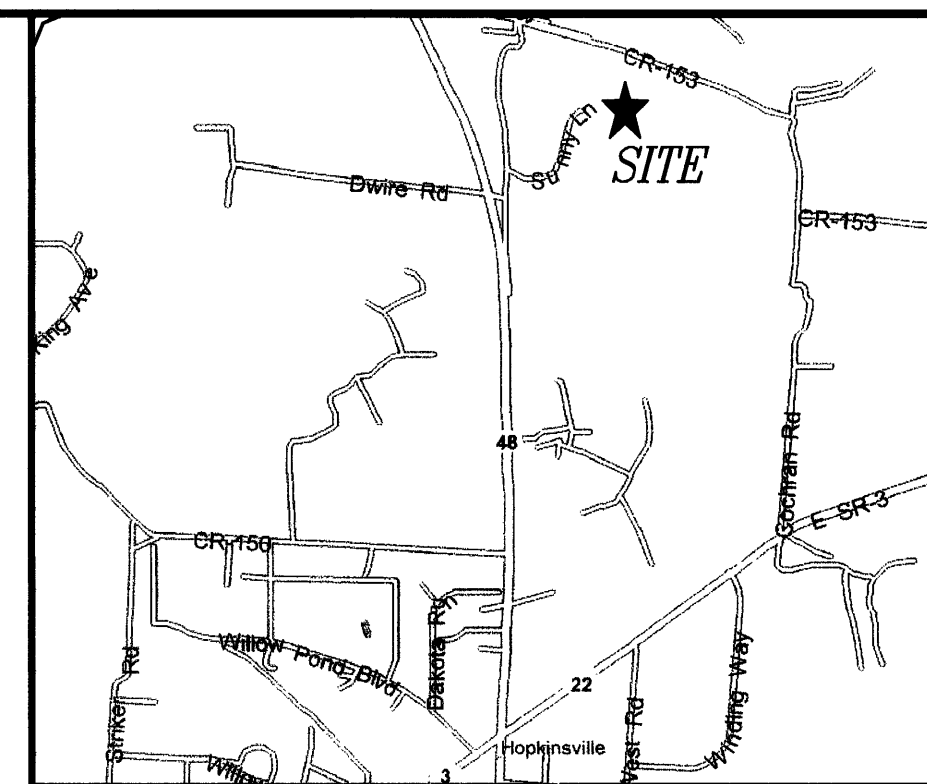
- NOTES:
- 1.) OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS NOTED.
 - 2.) SOURCE DOCUMENTS AS NOTED.
 - 3.) BEARINGS ARE BASED ON RIVERS EDGE AS RECORDED IN P.B. 55, PGS. 55-56.
 - 4.) ALL MONUMENTATION IS IN GOOD CONDITION.

OWNER/DEVELOPER
LIFESTYLE COMMUNITIES BY MILLER VALENTINE AT STONELAKE LLC
4000 MILLER-VALENTINE COURT
P.O. BOX 744
DAYTON OH, 45439



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.



VICINITY MAP
NOT TO SCALE

PLANNING COMMISSION

I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF September, 2007.

James D. Smith
CHAIRMAN - JAMES D. SMITH

MAYOR

I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF September, 2007.

James D. Smith
MAYOR - JAMES D. SMITH

VILLAGE CLERK

I HEREBY APPROVE THIS PLAT ON THIS 12th DAY OF September, 2007.

Sharon Louellen
CLERK - SHARON LOUELLEN

WARREN COUNTY SANITARY ENGINEER

I HEREBY APPROVE AND ACCEPT THIS PLAT ON THIS 12th DAY OF February, 2007 AT 2:59.

Richard Renneker
RICHARD RENNEKER, PE
SANITARY ENGINEER, WARREN COUNTY, OHIO

WARREN COUNTY AUDITOR

TRANSFERRED ON THIS 6 DAY OF MARCH, 2007 AT 2:55 P.M.

Barbara Sidus BY: DEPUTY AUDITOR
Nick Nelson WARREN COUNTY AUDITOR

WARREN COUNTY RECORDER

FILE No. 638774
RECEIVED ON THIS 7th DAY OF March, 2007 AT 8:32 A.M.
RECORDED ON THIS 7th DAY OF March, 2007 AT 1:32 A.M.
RECORDED IN PLAT BOOK 78, PAGE 38+39, 2007 AT 8:32 A.M.
FEE: \$172.00

Kristina Flynn BY: DEPUTY RECORDER
Beth Deekard WARREN COUNTY RECORDER

LOT NUMBER	SIDWELL NUMBER	LOT NUMBER	SIDWELL NUMBER
1	12-01-477-008	33	12-01-477-040
2	009	34	041
3	010	35	042
4	011	36	043
5	012	37	044
6	013	38	045
7	014	39	046
8	015	40	047
9	016	41	048
10	017	42	049
11	018	43	050
12	019	44	051
13	020	45	052
14	021	46	053
15	022	47	054
16	023	48	055
17	024	49	056
18	025	50	057
19	026	51	058
20	027	52	059
21	028	53	060
22	029	54	061
23	030	55	062
24	031	56	063
25	032	57	064
26	033	58	065
27	034	59	066
28	035	60	067
29	036	61	068
30	037	62	069
31	038	63	070
32	12-01-477-039	64	071
		65	12-01-477-072

NO REM



REVISIONS

RECORD PLAT
STONE LAKE
VIRGINIA MILITARY SURVEY No. 1547
HAMILTON TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

SCALE: 1"=100'
DATE: 11/17/06
DRAWN: BME
DESIGNED:
CHECKED: RCW
XREF:
JOB NO.: 051079RA005

STONE LAKE

Page

1

of

2

△	RAILROAD SPIKE FOUND
▲	MAG NAIL FOUND
○	5/8" IRON PIN FOUND
□	STONE FOUND
B.S.	BUILDING SETBACK
S.E.	SIDEWALK EASEMENT
W.E.	WATERLINE EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
P.R.Y.S.	PATIO REAR YARD SETBACK
(NR)	NON RADIAL

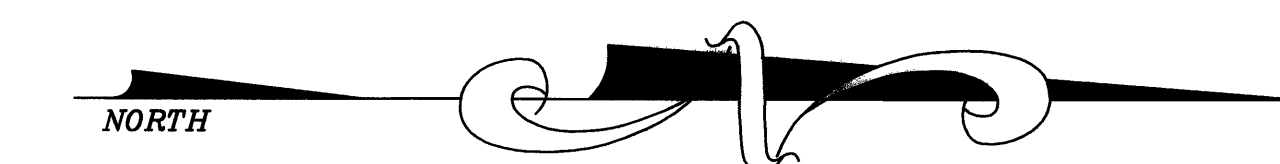
AREA BREAKDOWN
 BUILDABLE LOTS = 9.8265 ACRES
 OPEN SPACE LOTS = 7.0941 ACRES
LOT 65-PRIVATE ROADWAYS = 1.3836 ACRES
 18.3042 ACRES (TOTAL)

LOT ACREAGE BREAKDOWN TABLE		
LOT	O.R. 4267, PG. 336	O.R. 4267, PG. 338
14	0.0031 AC.	0.2120 AC.
28	0.0582 AC.	0.1458 AC.
46	0.0899 AC.	0.0971 AC.
47	0.0686 AC.	0.1572 AC.
48	0.0659 AC.	0.0689 AC.
49	0.0946 AC.	0.0392 AC.
50	0.1528 AC.	0.0178 AC.
61	0.6321 AC.	0.0204 AC.
63	4.7304 AC.	1.5490 AC.
65	0.5541 AC.	0.8295 AC.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	DIRECTION	DELTA
C1	250.0	290.48	274.42	N50°08'29"E	66°34'27"
C2	175.0	353.39	296.33	S38°43'14"E	115°42'08"
C3	200.20	179.57	173.61	S44°39'33"W	51°23'28"
C4	222.00	248.09	235.38	N01°46'44"E	64°01'44"
C5	612.63	153.05	152.66	N26°38'10"W	1°47'51"
C8	100.0	66.85	65.61	N03°52'42"E	39°16'00"
C9	175.0	90.41	89.41	S81°46'18"E	29°36'00"
C10	175.0	262.98	238.93	S23°55'14"E	86°06'09"
C11	250.0	174.61	171.09	N36°51'49"E	40°01'07"
C12	250.0	115.87	114.84	N70°09'02"E	26°33'20"
C13	267.1	72.14	71.91	S24°46'23"W	15°50'15"
C14	267.1	89.68	89.24	S24°32'07"W	18°41'13"
C15	10.0	15.04	13.66	N09°17'34"E	89°10'01"
C16	233.0	43.31	43.25	S28°28'06"E	10°30'00"
C17	233.0	54.43	54.30	S16°27'05"E	13°23'03"
C18	233.0	54.44	54.31	S03°03'59"E	13°23'09"
C19	233.0	54.45	54.33	S10°19'17"W	13°23'22"
C20	233.0	53.76	53.64	S23°37'33"E	13°15'10"
C21	35.0	16.23	16.08	S43°31'09"W	26°34'02"
C22	35.0	23.34	22.91	S75°54'12"E	39°17'05"
C23	35.0	18.22	18.02	N70°04'54"W	29°49'42"
C24	35.0	102.48	68.60	S28°43'02"W	16°46'14"
C26	20.0	28.88	27.18	S69°48'05"W	85°36'05"
C27	211.0	80.56	80.07	S16°03'46"W	21°52'34"
C28	211.0	95.66	94.84	S07°51'48"E	25°58'35"
C29	211.0	47.66	47.56	S27°19'41"E	12°56'30"
C30	10.0	14.82	13.50	S70°50'36"E	84°46'20"
C31	267.1	87.23	86.82	S70°50'32"W	19°08'55"
C32	267.1	13.72	13.72	S81°55'21"E	3°00'43"
C33	186.0	22.78	22.76	S86°56'12"W	7°01'00"
C34	186.0	53.35	53.16	N81°20'19"E	16°25'58"
C35	10.0	14.63	13.36	N64°37'11"E	73°05'58"
C36	89.0	59.49	58.39	N03°52'42"E	39°16'00"
C37	40.0	31.14	30.36	N40°07'29"W	44°36'23"
C38	35.0	33.61	32.33	S34°55'04"E	55°01'13"
C39	35.0	40.76	38.49	S25°37'15"W	66°43'25"
C40	35.0	18.78	18.56	S74°41'41"E	30°45'28"
C41	35.0	44.32	41.41	N53°39'14"E	72°32'41"
C42	35.0	30.10	28.18	N07°15'05"E	49°51'59"
C43	40.0	32.92	32.00	S08°18'24"W	37°02'23"
C44	111.0	66.60	65.61	N02°02'43"E	44°24'20"
C45	111.0	7.35	7.35	N21°07'52"E	3°47'39"
C46	10.0	14.63	13.36	S18°53'47"E	83°50'58"
C47	186.0	64.95	64.62	N50°49'02"E	20°00'28"
C48	186.0	68.87	68.48	N30°12'21"W	21°12'53"
C49	186.0	53.86	53.67	N11°81'11"E	16°35'28"
C50	186.0	49.19	49.04	N04°304'07"E	15°06'07"
C51	186.0	22.68	22.67	N15°38'15"E	5°59'07"
C52	212.0	17.30	17.29	N21°28'36"E	4°41'31"
C53	212.0	54.30	54.15	N31°11'19"E	14°43'54"
C54	212.0	54.30	54.15	N45°55'13"E	14°43'55"
C55	212.0	53.65	53.50	N60°33'48"E	14°33'13"
C56	212.0	9.88	9.88	N69°10'50"E	2°40'51"
C57	238.0	120.82	119.54	S32°01'57"W	28°57'52"
C62	601.63	17.00	17.04	N20°17'26"W	13°21'21"
C63	601.63	72.91	72.87	N24°34'25"E	6°56'37"
C64	601.63	60.36	60.33	N30°55'09"E	5°44'53"
C65	10.0	16.50	16.49	N81°03'33"W	94°31'53"
C66	238.0	21.53	21.52	S49°05'42"W	05°08'37"
C67	10.0	16.75	14.86	S14°12'11"E	95°58'33"
C68	238.0	88.55	88.05	S72°48'50"W	21°15'45"
C69	186.0	51.59	51.38	N87°33'36"W	18°01'24"
C70	164.0	134.14	130.43	N55°06'57"W	46°51'54"
C71	164.0	100.0	100.0	N28°56'08"W	32°48'45"
C72	164.0	112.20	110.03	N08°35'17"E	39°11'56"
C73	164.0	23.24	23.22	N15°04'16"E	8°07'00"
C74	189.20	49.02	48.89	N26°33'13"E	14°50'44"
C75	189.20	113.00	111.32	N51°05'09"E	34°10'57"
C76	189.20	7.68	7.68	N69°21'29"E	2°19'33"
C77	10.0	15.71	14.14	S48°28'45"E	90°00'00"
C78	623.63	49.71	49.70	N21°45'46"W	43°03'43"
C79	623.63	31.94	31.94	N25°30'50"W	25°06'44"
C80	623.63	71.85	71.80	N30°23'14"E	6°48'44"
C81	111.0	0.25	0.25	S15°22'42"E	07°01'41"
C82	40.0	1.78	1.78	N16°32'48"W	23°00'00"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N16°31'15"E	6.64
L2	S25°31'15"W	18.38
L3	S19°28'45"E	25.33
L4	N7°03'11"E	13.00
L5	N7°03'11"E	19.00
L6	S19°28'45"E	39.00
L7	N3°01'40"E	43.73
L8	S59°45'2"E	24.00
L9	N31°11'15"E	16.17
L10	S33°47'36"E	17.09
L11	S33°47'36"E	17.54
L12	S23°01'42"W	37.46
L13	N23°01'42"E	57.34
L14	S23°01'42"W	37.46
L15	S82°25'4"E	26.21
L17	N3°01'03"W	30.13
L18	N00°04'25"E	26.48
L19	S13°03'34"W	30.43
L20	S56°40'30"W	25.00
L21	S56°45'57"E	25.00
L22	N63°47'50"E	29.25
L23	N7°03'11"E	5.12
L24	N55°33'57"W	37.98
L28	S08°35'17"E	36.23
L29	N49°10'19"E	42.44
L30	N83°25'42"E	10.50
L31	N83°25'42"E	20.00
L32	S11°25'29"W	71.83
L33	S15°31'4"W	16.87

EASSEMENT LINE TABLE		
LINE	BEARING	LENGTH
E35	N84°47'59"E	25.50
E36	N38°44'21"E	58.13
E37	N14°00'21"W	47.5
E38	S31°03'33"W	56.34
E39	S35°06'02"W	37.62
E41	S15°16'16"E	33.09
E42	N15°16'16"W	8.47
E43	S15°55'16"E	6.96
E44	S15°55'16"W	18.46
E45	S61°15'39"E	3.28
E46	N15°15'39"W	25.49
E47	N16°23'42"E	17.98
E48	N16°23'42"W	20.24
E49	N62°31'40"E	1.65
E50	N20°46'32"E	2.81
E51	N20°46'32"E	23.72
E52	N38°33'15"E	1.57
E53	N56°17'13"E	2.51
E54	N56°17'13"E	25.34
E55	N70°31'15"E	4.35
E56	S33°42'47"E	6.19
E57	N02°27'12"W	7.78
E58	S73°36'20"E	32.17
E59	N85°25'07"E	25.22
E60	N51°14'30"E	18.33
E61	N19°45'03"E	11.60



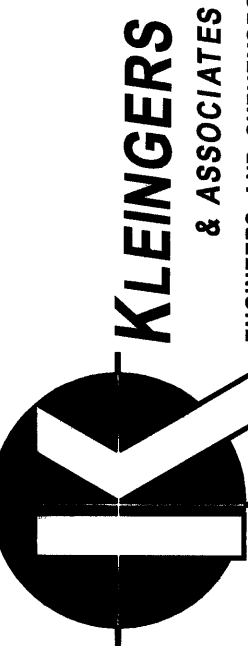
NOTES:

- 1.) OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS NOTED.
- 2.) SOURCE DOCUMENTS AS NOTED.
- 3.) BEARINGS ARE BASED ON RIVERS EDGE AS RECORDED IN P.B. 55, PGS. 55-56.
- 4.) ALL MONUMENTATION IS IN GOOD CONDITION.
- 5.) UNLESS OTHERWISE NOTED, A 5/8" IRON PIN WILL BE SET AT ALL LOT CORNERS POST CONSTRUCTION.

I HEREBY CERTIFY THAT THIS PLAT IS BASED UPON A FIELD SURVEY MADE UNDER MY DIRECTION IN 2006 AND THAT ALL SUBDIVISION MONUMENTATION IS (OR WILL BE) SET AS SHOWN.

Randy C. Wolfe 1-29-07

RANDY C. WOLFE DATE
OHIO PROFESSIONAL SURVEYOR NO. 8033



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RECORD PLAT
STONE LAKE
VIRGINIA MILITARY SURVEY No. 1547
HAMILTON TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY OHIO

SCALE: 1"=60'
DATE: 11/17/06
DRAWN: BME
DESIGNED:
CHECKED: RCW
XREF:
JOB NO.: 051079RA005

STONE LAKE
Page 2 of 2



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
SPECIAL DETAIL AVAIL	0	1	0	0	0	1	0	0	0	1	0	0	3
SPECIAL DETAIL UNAVA	0	1	0	0	0	0	0	1	0	0	0	0	2
VACATION HOUSE CHECK	70	66	41	27	30	41	32	16	16	21	3	0	363
PUBLIC SERVICE	47	69	74	48	42	44	41	67	58	53	31	0	574
EMERGENCY BUTTON ACT	0	0	1	0	0	0	0	0	0	0	0	0	1
911 HANGUP	15	13	23	52	18	19	13	12	14	15	38	0	232
911 SILENT	5	4	11	16	9	5	3	8	4	5	4	0	74
ACCIDENT-INJURY	3	1	1	4	2	2	1	0	1	3	2	0	20
GENERAL POLICE ALARM	0	0	0	0	0	0	0	2	0	0	1	0	3
BURGLAR/INTRUSION AL	7	6	16	18	17	21	22	12	11	10	5	0	145
FIRE/MEDICAL ALARM	2	3	2	6	6	5	3	4	10	3	5	0	49
HOLDUP ALARM	0	1	0	0	0	0	0	0	0	0	0	0	1
PANIC/DURESS ALARM	0	0	2	1	0	0	0	1	0	0	3	0	7
ANIMAL COMPLAINT	6	1	4	8	5	6	3	8	2	2	3	0	48
ACCIDENT-PROPERTY	12	9	11	9	17	8	12	19	10	5	12	0	124
ASSAULT	1	1	0	0	1	1	2	1	1	2	3	0	13
ASSAULT IN PROGRESS	0	0	0	0	0	0	0	2	0	0	1	0	3
ATTEMPT TO LOCATE	6	6	2	7	6	4	5	6	1	4	1	0	48
ABANDONED VEHICLE	0	0	1	0	1	2	0	1	2	3	0	0	10
BUSINESS CHECK	1	0	0	0	0	0	1	1	0	7	5	0	15
BOMB THREAT	0	1	0	0	0	0	0	0	0	0	1	0	2
BURGLARY	0	2	1	0	0	0	3	1	0	2	3	0	12
BURGLARY IN PROGRESS	0	0	0	3	2	4	0	0	0	2	0	0	11



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
CITIZEN ASSIST	5	4	10	6	4	11	13	16	9	10	12	0	100
CRIMINAL DAMAGING	2	2	0	2	1	3	6	2	5	1	3	0	27
CRIMINAL DAMAGING IN	1	1	0	1	1	0	2	0	0	1	0	0	7
CIVIL SERVICE	57	33	20	35	22	38	41	28	18	35	37	0	364
CRIMINAL WARRANT SER	6	6	4	5	5	14	11	7	10	6	7	0	81
DEAD BODY	1	0	0	0	0	0	0	0	0	0	0	0	1
DISORDERLY CONDUCT	1	0	1	1	0	2	4	5	2	0	0	0	16
DOMESTIC COMPLAINT	7	2	3	2	6	4	1	1	2	1	1	0	30
DOMESTIC IN PROGRESS	5	7	2	5	9	3	11	9	7	7	9	0	74
DISABLED VEHICLE	8	6	6	7	10	1	10	8	10	8	6	0	80
EMERGENCY NOTIFICATI	0	0	0	0	0	0	0	0	1	0	0	0	1
EXTRA PATROL	2	0	4	1	3	3	6	5	7	13	5	0	49
ESCORT	6	11	14	7	2	14	6	7	5	5	7	0	84
FRAUD	1	6	1	2	5	2	2	1	3	3	4	0	30
FIGHT	1	0	1	2	1	0	1	3	1	2	2	0	14
FIRE TRAFFIC	5	2	5	5	5	4	6	6	6	3	3	0	50
FIREWORKS COMPLAINT	0	0	0	0	0	1	1	0	0	0	0	0	2
FOLLOWUP INVESTIGATI	29	16	22	26	28	9	12	27	22	11	13	0	215
HARASSMENT-PHONE	1	2	1	2	2	2	2	1	1	0	1	0	15
HARASSMENT-VERBAL	1	0	0	0	1	1	1	1	0	1	1	0	7
HIGH WATER	0	0	1	0	0	0	0	0	0	0	1	0	2
INTOXICATED DRIVER	2	3	2	1	4	3	2	2	4	1	2	0	26
INTOXICATED SUBJECT	2	0	1	3	1	5	7	5	2	4	1	0	31



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
JUVENILE COMPLAINT	0	3	1	3	5	4	1	0	0	2	0	0	19
JUVENILE RUNAWAY	0	0	0	3	2	1	0	0	0	1	0	0	7
JUVENILE UNRULY	1	1	1	2	4	3	3	1	1	0	2	0	19
THEFT	16	11	10	3	4	8	5	16	5	5	9	0	92
THEFT ACTIVE	3	1	1	0	0	2	1	1	3	2	0	0	14
LOCKOUT RESIDENTIAL/	9	11	15	12	8	13	12	14	14	12	16	0	136
LOST PROPERTY	0	0	0	0	1	0	0	0	1	0	0	0	2
LANDLORD/TENANT DISP	0	0	0	0	2	0	0	0	0	2	0	0	4
MUTUAL AID	1	3	3	2	3	3	1	0	1	2	2	0	21
MOTORCYCLE/ATV COMPL	1	0	1	2	0	1	0	0	2	1	0	0	8
EDP	2	2	3	1	0	3	3	2	1	1	1	0	19
EMS ASSIST	49	36	35	40	42	30	55	50	56	44	52	0	489
MISSING PERSON	0	1	1	0	1	0	0	1	1	2	1	0	8
NARCOTICS COMPLAINT	6	5	3	2	8	6	6	9	4	2	2	0	53
NOISE DISTURBANCE	3	5	3	4	4	1	5	3	4	4	5	0	41
NOTIFICATION	5	1	3	5	8	6	3	4	4	3	5	0	47
NEIGHBOR TROUBLE	2	0	1	1	1	3	4	4	1	1	2	0	20
NEIGHBOR TROUBLE IN	1	2	1	0	0	0	0	2	0	0	0	0	6
NATURE UNKNOWN	1	1	1	0	1	0	2	1	1	0	1	0	9
ROAD CLOSING INFORMA	0	0	3	0	0	0	0	0	0	0	1	0	4
CONTROLLED BURN INFO	0	0	0	0	1	0	0	0	1	0	1	0	3
OVERDOSE	4	2	3	2	1	1	2	1	1	0	1	0	18
OPEN DOOR/WINDOW	2	1	1	0	0	0	0	0	2	2	0	0	8



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
PARKING COMPLAINT	2	0	2	1	2	4	0	2	7	3	2	0	25
PROWLER	0	1	0	1	1	0	1	1	0	0	1	0	6
PRISONER TRANSPORT	0	1	0	0	0	0	0	1	0	0	1	0	3
PURSUIT	0	0	0	0	0	0	0	1	0	0	0	0	1
REPO	2	3	2	4	2	5	2	1	4	1	3	0	29
ROAD HAZARD	1	1	2	1	2	2	2	1	0	2	3	0	17
ROBBERY IN PROGRESS	0	2	0	0	0	0	0	0	0	0	0	0	2
RECOVERED PROPERTY	1	1	4	0	0	0	4	0	1	1	2	0	14
ROAD RAGE	0	0	0	1	0	1	3	0	1	0	1	0	7
SOLICITOR COMPLAINT	1	1	0	0	1	0	0	0	1	0	0	0	4
SHOTS FIRED IN AREA	0	1	0	2	0	1	1	2	1	0	0	0	8
SEXUAL OFFENSE	0	1	2	0	0	0	0	0	1	1	1	0	6
SEXUAL OFFENSE IN PR	0	0	0	0	0	1	0	0	0	0	0	0	1
SUSPICIOUS PERSON	7	10	8	14	21	15	18	24	11	16	12	0	156
SCHOOL RESOURCE OFFI	0	0	0	0	1	0	0	0	0	0	0	0	1
SUICIDE/ATT SUICIDE	0	0	1	3	0	0	2	0	0	0	0	0	6
SUSPICIOUS VEHICLE	10	9	5	8	10	5	17	9	11	16	6	0	106
SUBJECT WITH A WEAPO	0	0	0	0	0	1	1	0	0	4	0	0	6
THREATS	1	1	3	1	2	1	3	1	5	2	1	0	21
TRAFFIC OFFENSE	5	1	8	2	7	4	1	6	2	2	3	0	41
TRAFFIC PROBLEM	1	0	1	2	1	0	2	0	0	1	0	0	8
TRESPASSERS	1	5	4	2	5	2	3	9	10	10	2	0	53
TRAFFIC STOP	53	60	66	71	83	92	83	97	68	85	86	0	844



Warren County Sheriff's Office - Enforcement Division

Activity Report for SOUTH LEBANON for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
UNKNOWN INVESTIGATIO	2	2	4	5	2	1	5	2	2	5	2	0	32
UTILITY PROBLEM	0	0	0	2	1	0	0	1	2	1	0	0	7
THEFT VEHICLE	0	0	0	1	0	1	0	3	3	1	1	0	10
WELL BEING CHECK	7	4	3	7	10	14	9	8	10	4	3	0	79
Totals:	518	476	493	522	513	518	546	574	488	491	467	0	5,606



Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
VACATION HOUSE CHECK	7	4	5	9	41	43	0	16	18	0	3	0	146
PUBLIC SERVICE	20	5	10	22	14	5	5	11	15	13	16	0	136
911 HANGUP	4	3	10	11	12	12	7	2	6	9	8	0	84
911 SILENT	2	3	2	2	4	6	4	5	5	1	0	0	34
ABDUCTION	0	0	0	1	0	0	0	0	0	0	0	0	1
ACCIDENT-INJURY	3	0	3	2	2	0	3	3	0	6	5	0	27
BURGLAR/INTRUSION AL	3	2	3	6	0	6	5	4	3	2	5	0	39
FIRE/MEDICAL ALARM	1	1	0	3	1	1	1	1	0	1	1	0	11
HOLDUP ALARM	0	0	0	0	1	0	0	0	0	0	0	0	1
PANIC/DURESS ALARM	0	0	0	1	0	0	0	2	0	0	0	0	3
ANIMAL COMPLAINT	1	4	3	1	0	1	1	2	0	3	1	0	17
ACCIDENT-PROPERTY	5	4	2	5	6	5	3	5	2	8	9	0	54
ASSAULT	0	0	0	2	0	0	1	1	0	0	1	0	5
ASSAULT IN PROGRESS	0	0	0	0	0	0	0	1	0	0	0	0	1
ATTEMPT TO LOCATE	1	1	0	1	1	0	2	2	4	1	0	0	13
ABANDONED VEHICLE	0	0	0	1	0	0	1	0	0	0	2	0	4
BURGLARY	1	1	0	0	0	0	0	2	0	0	0	0	4
BURGLARY IN PROGRESS	0	0	0	1	1	1	0	0	1	0	1	0	5
CITIZEN ASSIST	3	0	0	2	1	1	1	2	5	1	4	0	20
CRIMINAL DAMAGING	1	0	1	0	3	1	1	0	1	3	0	0	11
CRIMINAL DAMAGING IN	0	0	0	1	0	0	0	0	0	0	0	0	1
CIVIL SERVICE	5	15	5	7	4	10	8	4	8	5	15	0	86
CRIMINAL WARRANT SER	2	0	1	1	0	1	1	3	4	1	3	0	17



Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
DEAD BODY	0	0	0	0	0	1	0	0	0	0	0	0	1
DOMESTIC COMPLAINT	2	0	1	0	1	2	1	1	0	1	1	0	10
DOMESTIC IN PROGRESS	0	2	0	2	0	1	1	2	0	0	1	0	9
DUMPING	0	0	0	1	1	0	0	0	0	0	0	0	2
DISABLED VEHICLE	3	1	6	9	5	4	4	10	6	4	3	0	55
EXTRA PATROL	0	1	1	1	0	0	2	2	0	1	1	0	9
ESCORT	0	0	2	4	0	1	0	0	2	1	2	0	12
FRAUD	0	1	0	0	3	0	2	0	0	0	1	0	7
FIGHT	0	0	0	0	1	0	0	1	0	0	0	0	2
FIRE TRAFFIC	0	6	4	4	3	0	2	5	4	4	1	0	33
FIREWORKS COMPLAINT	0	0	0	0	1	0	1	0	0	0	0	0	2
FOLLOWUP INVESTIGATI	0	3	0	3	1	0	3	7	4	8	2	0	31
HITCHHIKER COMPLAINT	0	0	0	1	0	0	0	0	0	0	0	0	1
HARASSMENT-PHONE	0	1	0	0	0	0	0	0	0	0	0	0	1
HIGH WATER	0	0	2	2	0	0	0	0	0	0	1	0	5
INTOXICATED DRIVER	1	0	1	0	0	0	0	3	3	3	2	0	13
INTOXICATED SUBJECT	0	0	0	1	1	1	1	1	0	1	1	0	7
JUVENILE COMPLAINT	0	0	0	0	1	1	0	0	0	0	0	0	2
JUVENILE UNRULY	0	1	0	0	0	0	0	0	0	0	0	0	1
THEFT	1	1	0	5	2	1	4	3	1	1	1	0	20
THEFT ACTIVE	0	0	0	0	0	0	1	0	0	0	0	0	1
LIVESTOCK ON ROAD	1	1	0	1	1	2	0	0	2	1	0	0	9
LOCKOUT RESIDENTIAL/	2	6	2	0	6	3	2	2	2	2	1	0	28



Warren County Sheriff's Office - Enforcement Division

Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
LOST PROPERTY	0	1	0	0	0	0	0	0	0	0	0	0	1
LANDLORD/TENANT DISP	1	1	0	1	0	1	1	0	0	0	0	0	5
MUTUAL AID	1	2	2	1	3	0	0	1	0	2	2	0	14
MOTORCYCLE/ATV COMPL	0	0	0	0	0	1	0	1	0	0	1	0	3
EDP	0	0	0	0	0	0	1	0	2	1	0	0	4
EMS ASSIST	21	7	10	7	13	10	14	15	17	6	11	0	131
MISSING PERSON	0	0	0	0	0	1	0	1	0	0	0	0	2
NARCOTICS COMPLAINT	1	0	1	0	1	1	1	0	2	1	0	0	8
NOISE DISTURBANCE	0	0	0	1	1	0	0	1	1	2	0	0	6
NOTIFICATION	1	1	3	0	0	1	1	2	0	1	5	0	15
NEIGHBOR TROUBLE	0	1	0	0	0	0	1	1	0	1	1	0	5
NATURE UNKNOWN	0	0	0	0	1	1	0	0	0	0	0	0	2
ROAD CLOSING INFORMA	0	2	1	2	0	3	3	0	0	2	0	0	13
CONTROLLED BURN INFO	0	1	0	2	1	0	3	1	2	0	0	0	10
OVERDOSE	0	1	0	1	0	1	0	0	0	1	0	0	4
OPEN DOOR/WINDOW	0	0	0	1	0	0	0	0	0	2	0	0	3
PURSUIT	0	0	0	0	0	0	1	0	0	0	0	0	1
REPO	1	1	1	1	0	0	1	0	1	0	0	0	6
ROAD HAZARD	1	2	4	3	1	4	3	2	3	1	0	0	24
RECOVERED PROPERTY	0	0	0	0	0	0	0	0	0	0	1	0	1
ROAD RAGE	0	0	1	0	0	0	0	0	1	0	0	0	2
SHOTS FIRED IN AREA	0	2	1	0	0	1	0	0	0	0	1	0	5
SEXUAL OFFENSE	0	0	0	1	0	0	1	0	1	0	0	0	3

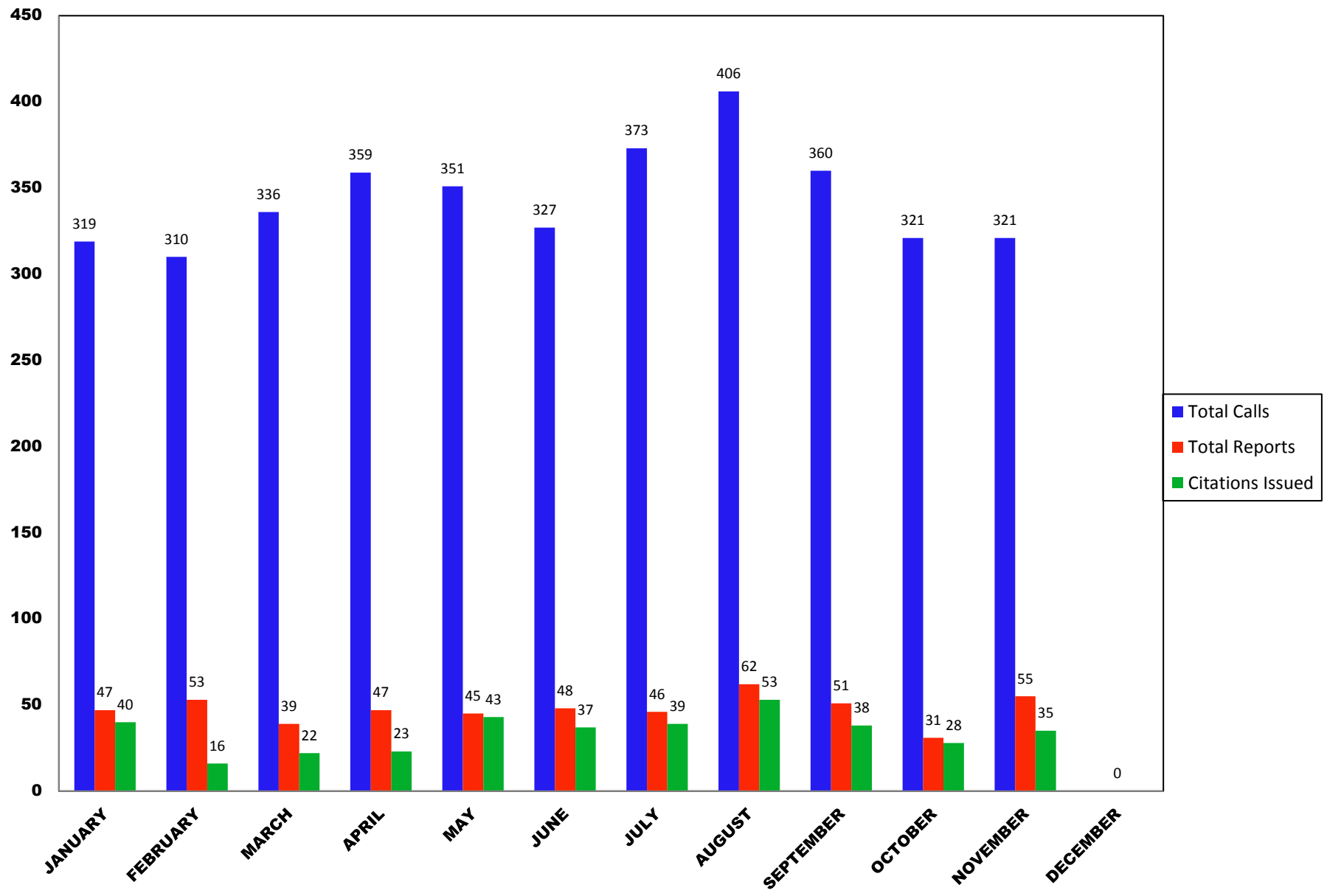


Warren County Sheriff's Office - Enforcement Division

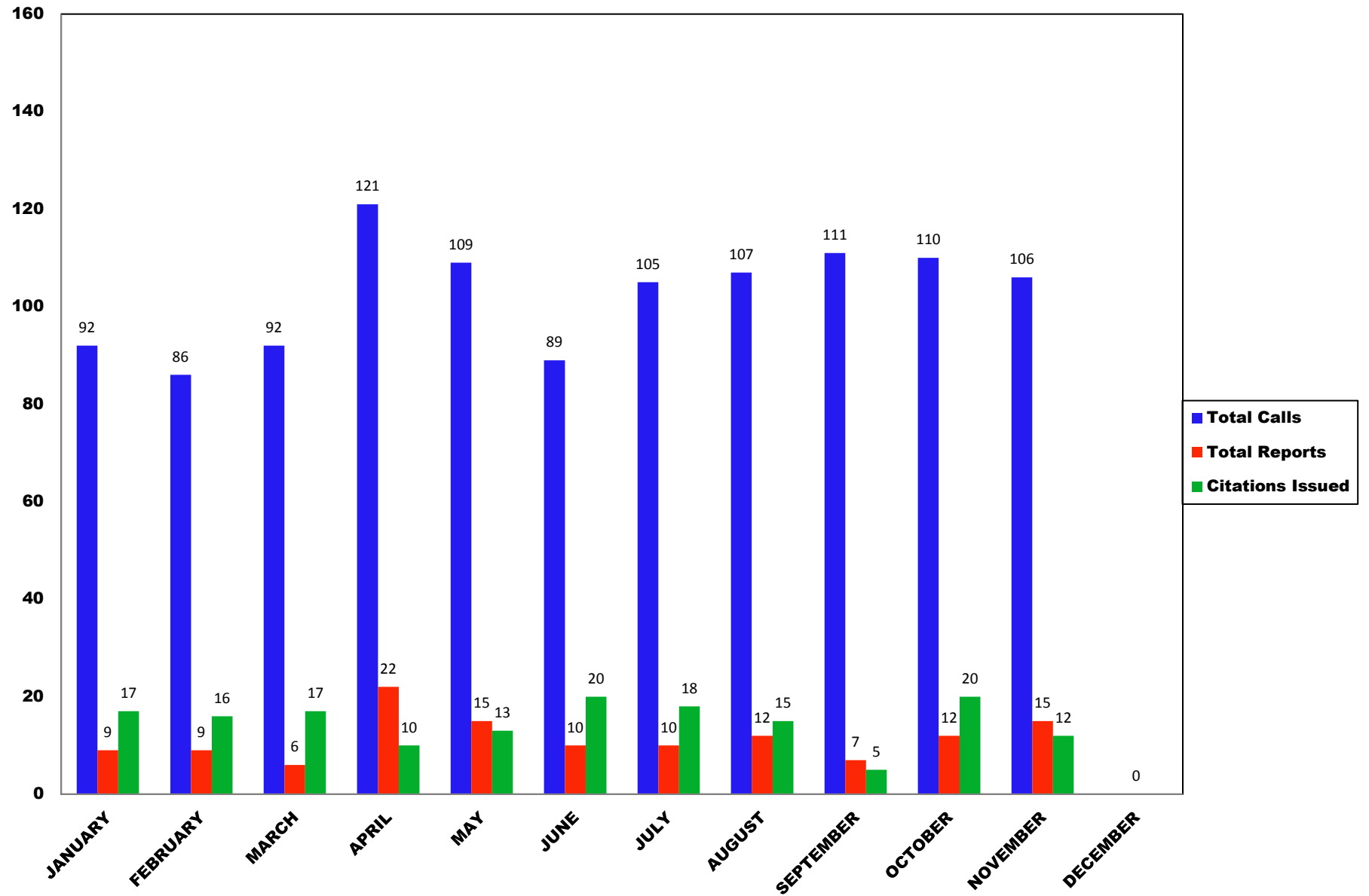
Activity Report for UNION TWP for the Period 1/1/2017 12:00:00 AM to 12/1/2017 12:00:00 AM

Incident Type Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
SUSPICIOUS PERSON	0	3	4	0	4	0	4	2	3	5	2	0	27
SUICIDE/ATT SUICIDE	0	0	0	1	0	0	1	0	0	0	0	0	2
SUSPICIOUS VEHICLE	3	1	2	2	0	0	2	5	1	4	3	0	23
SUBJECT WITH A WEAPO	0	0	0	0	1	0	0	0	0	1	0	0	2
THREATS	0	1	0	0	0	0	0	0	0	1	0	0	2
TRAFFIC OFFENSE	1	2	3	0	3	2	3	2	1	2	2	0	21
TRAFFIC PROBLEM	0	0	1	0	1	1	2	1	0	1	0	0	7
TRESPASSERS	0	0	1	0	1	1	0	1	1	1	0	0	6
TRAFFIC STOP	27	32	36	22	35	37	36	37	20	37	34	0	353
UNKNOWN INVESTIGATIO	2	0	0	2	1	0	1	0	0	0	0	0	6
THEFT VEHICLE	0	0	0	0	0	0	0	0	0	1	0	0	1
WELL BEING CHECK	0	4	3	1	4	3	4	0	2	2	1	0	24
Totals:	129	132	138	162	189	179	152	176	154	156	156	0	1,723

South Lebanon Monthly Totals 2017



Union Township Monthly Totals 2017



**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-64**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO EXECUTE A PLAT FOR RIVERSIDE SUBDIVISION PHASE TWO,
AND DECLARING AN EMERGENCY**

WHEREAS, the Village Planning Commission met on December 19, 2017, and conditionally approved the final plat for the Riverside Subdivision Phase One; and,

WHEREAS, the developer has met the conditions required by the Planning Commission; and,

WHEREAS, immediate action is required to preserve the Village's authority to review and approve said subdivision plat, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Riverside Subdivision Phase Two Plat, a copy of which is attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 21st day of December, 2017.

Attest: _____
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

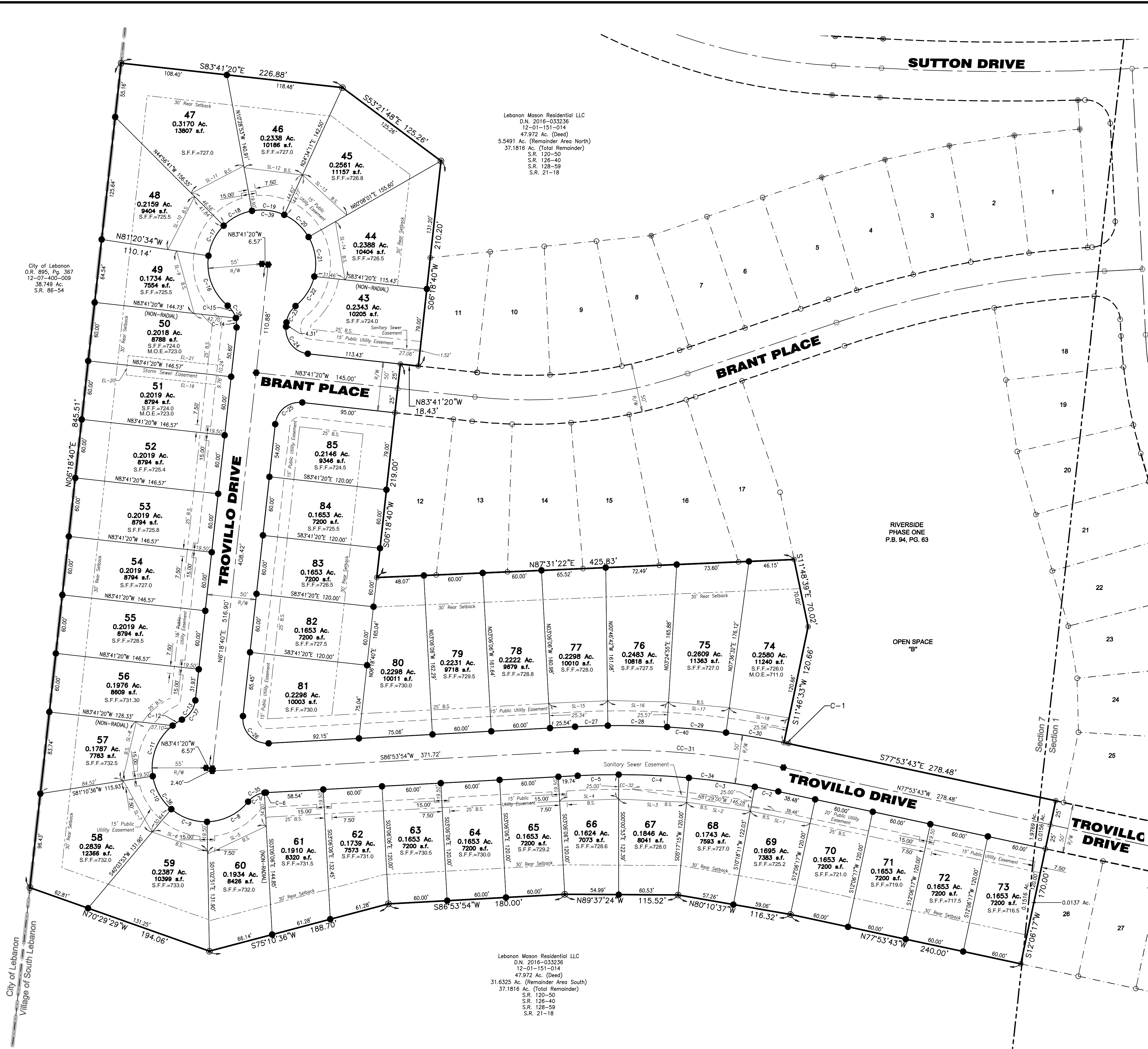
Rules Suspended: / /2017 (if applicable)	Effective Date – / /2017
Vote - ____ Yeas ____ Nays	
First Reading – / /2017	Effective Date – / /2017
Second Reading – / /2017	
Third Reading – / /2017	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2017



CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	0°19'43"	825.00'	4.73'	N78°03'35"W 4.73'

LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-2	1°48'06"	775.00'	24.37'	S78°47'46"E 24.37'
C-3	5°00'55"	775.00'	67.84'	S82°12'17"E 67.82'
C-4	5°18'08"	775.00'	71.72'	S87°21'49"E 71.69'
C-5	3°05'14"	775.00'	41.75'	N88°26'30"E 41.75'
C-6	3°21'26"	25.00'	1.46'	N89°13'11"E 1.46'
C-7	44°43'31"	25.00'	19.52'	N61°10'42"E 19.02'
C-8	50°08'13"	55.00'	48.13'	N63°53'03"E 46.61'
C-9	41°06'44"	55.00'	39.46'	S70°29'29"E 38.62'
C-10	41°06'44"	55.00'	39.46'	S29°22'45"E 38.62'
C-11	60°27'47"	55.00'	58.04'	S21°24'30"W 55.38'
C-12	11°47'26"	55.00'	11.32'	S57°32'06"W 11.30'
C-13	57°07'09"	25.00'	24.92'	S34°52'15"W 23.90'
C-14	22°05'15"	25.00'	9.64'	S04°43'57"E 9.58'
C-15	35°01'54"	25.00'	15.29'	S33°17'32"E 15.05'
C-16	59°27'55"	55.00'	57.08'	S21°04'32"E 54.55'

LOT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-17	36°23'53"	55.00'	34.94'	S26°51'23"W 34.36'
C-18	34°27'48"	55.00'	33.08'	S62°17'13"W 32.59'
C-19	35°03'04"	55.00'	33.65'	N82°57'21"W 33.12'
C-20	35°33'50"	55.00'	34.14'	N47°38'54"W 33.59'
C-21	43°21'54"	55.00'	41.63'	N08°11'01"W 40.64'
C-22	37°48'44"	55.00'	36.30'	N32°24'18"E 35.64'
C-23	45°00'00"	25.00'	19.63'	N28°48'40"E 19.13'
C-24	90°00'00"	25.00'	39.27'	N38°41'20"W 35.36'
C-25	90°00'00"	25.00'	39.27'	N51°18'40"E 35.36'
C-26	99°24'46"	25.00'	43.38'	N43°23'43"W 38.14'
C-27	21°19'24"	825.00'	33.45'	S88°03'36"W 33.45'
C-28	41°11'37"	825.00'	60.39'	N86°40'54"W 60.37'
C-29	41°11'37"	825.00'	60.39'	N84°29'16"W 60.37'
C-30	41°01'01"	825.00'	60.00'	N80°18'27"W 59.99'

CENTERLINE CURVE TABLE				
Curve	Delta	Radius	Length	Chord
CC-31	15°12'23"	800.00'	212.32'	S85°29'55"E 211.70'

EASEMENT CURVE TABLE				
Curve	Delta	Radius	Length	Chord
EC-32	1°02'39"	760.00'	13.85'	N89°29'33"W 13.85'

LEGEND:

- Found 5/8" Iron Pin R/W Ex Right of Way
- Found "Bayer Becker" P/L Ex Property Line
- Found 1" Iron Pin
- Found MAG Nail
- Found MAG Spike
- Set 5/8" Diameter x 30" Long Iron Pin Capped "Bayer Becker"
- Set 1" Diameter x 30" Long Iron Pin Capped "Bayer Becker"
- S.F.F.=Suggested Finish Floor Elevation
- M.O.E.=Minimum Opening Elevation
- B.S.=Building Setback

TOTAL R/W CURVE TABLE

Curve	Delta	Radius	Length	Chord
C-34	15°12'23"	775.00'	205.69'	S85°29'55"E 205.08'
C-35	48°04'57"	25.00'	20.98'	N62°51'25"E 20.37'
C-36	204°36'52"	55.00'	196.42'	S38°52'37"E 107.47'
C-37	57°07'09"	25.00'	24.92'	S34°52'15"W 23.90'
C-38	57°07'09"	25.00'	24.92'	S22°14'55"E 23.90'
C-39	282°07'09"	55.00'	270.81'	N89°44'55"W 69.14'
C-40	15°12'23"	825.00'	218.96'	N85°29'55"W 218.31'

BUILDING SETBACK LINE TABLE		
Line	Direction	Distance
SL-1	S78°14'16"E	62.06'
SL-2	S82°12'17"E	65.63'
SL-3	S87°21'49"E	69.38'
SL-4	S87°56'06"W	60.15'
SL-5	S84°39'27"W	66.13'
SL-6	S70°29'29"E	60.00'
SL-7	N29°22'45"W	60.00'
SL-8	S13°22'43"W	62.14'
SL-9	N15°38'17"W	66.17'

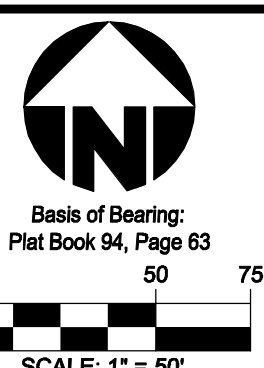
BUILDING SETBACK LINE TABLE		
Line	Direction	Distance
SL-10	S26°51'23"W	60.49'
SL-11	N62°17'13"E	60.17'
SL-12	N82°57'21"W	60.00'
SL-13	S47°38'54"E	60.94'
SL-14	N09°18'37"W	60.17'
SL-15	N87°33'56"E	60.02'
SL-16	N88°40'54"W	62.24'
SL-17	S84°29'16"E	62.24'
SL-18	N80°18'27"W	61.85'

LINE TABLE		
Line	Direction	Distance
EL-19	N83°51'26"W	91.61'
EL-20	N06°08'34"E	20.00'
EL-21	S83°51'26"E	91.67'

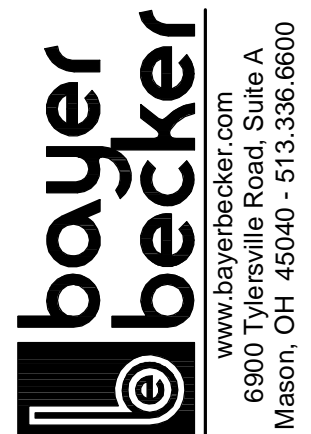
Parcel Table		
Parcel #	Acres	S.Ft.
43	0.2343	10205
44	0.2388	10404
45	0.2561	11157
46	0.2338	10186
47	0.3170	13807
48	0.2159	9404
49	0.1734	7554
50	0.2018	8788
51	0.2019	8794
52	0.2019	8794
53	0.2019	8794
54	0.2019	8794
55	0.2019	8794
56	0.1976	8609
57	0.1787	7783

Parcel Table		
Parcel #	Acres	S.Ft.
58	0.2839	12366
59	0.2387	10399
60	0.1934	8426
61	0.1910	8320
62	0.1739	7573
63	0.1653	7200
64	0.1653	7200
65	0.1653	7200
66	0.1624	7073
67	0.1846	8041
68	0.1743	7593
69	0.1695	7383
70	0.1653	7200
71	0.1653	7200
72	0.1653	7200

Parcel Table		
Parcel #	Acres	S.Ft.
73	0.1653	7200
74	0.2580	11240
75	0.2609	11363
76	0.2483	10818
77	0.2298	10010
78	0.2222	9679
79	0.2231	9718
80	0.2298	10011
81	0.2296	10003
82	0.1653	7200
83	0.1653	7200
84	0.1653	7200
85	0.2146	9346



**RIVERSIDE
PHASE TWO**
SECTIONS 1 & 7, TOWN 4, RANGE 3
BETWEEN THE MIAMIS, UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO



Drawing: 13R050-000.RP2
Drawn by: PAH
Checked by: BRJ
Issue Date: 10-30-16
Sheet: 2/2

Plot time: Dec 13, 2017 - 8:18am
Drawing name: U:\2013\13R050-000\3R050-000 RP2 TITLE.dwg - Layout Tab: PG1

DEED REFERENCE

SITUATED IN THE SECTIONS 1 & 7, TOWN 4, RANGE 3, UNION TOWNSHIP, VILLAGE OF SOUTH LEBANON, WARREN COUNTY, OHIO AND BEING A SUBDIVISION CONTAINING 10.7904 ACRES, (OF WHICH 0.0293 ACRES ARE LOCATED IN SECTION 1 & 10.7611 ACRES ARE LOCATED IN SECTION 7) AND BEING 10.7904 ACRES OF 47.972 (DEED) ACRES AS CONVEYED TO LEBANON MASON RESIDENTIAL, LLC AS RECORDED IN DOCUMENT NO. 2016-033236 WARREN COUNTY, OHIO.

HOA REFERENCE

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR RIVERSIDE SUBDIVISION WHICH IS RECORDED IN THE DEED OF RECORDS OF WARREN COUNTY, OHIO COMMENCING WITH DOCUMENT NO. 2017-006004, AND THE ARTICLES OF INCORPORATION AND CODE OF REGULATIONS FOR THE ASSOCIATION. SAID DECLARATION MAY BE AMENDED, SAID AMENDMENT(S) RECORDED IN THE DEED RECORDS OF WARREN COUNTY, OHIO.

DEDICATION

WE, THE UNDERSIGNED, BEING ALL THE OWNERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SIDEWALKS AND AND PUBLIC UTILITIES FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO DUKE ENERGY, AT&T, CHARTER COMMUNICATIONS, THE VILLAGE OF SOUTH LEBANON AND WARREN COUNTY.

ALL PERSONS INTERESTED IN THIS PLAT AS OWNERS HAVE UNITED IN ITS EXECUTION, SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

OWNER: LEBANON MASON RESIDENTIAL LLC (47.972 ACRES)

NAME:

PRINTED NAME

STATE OF OHIO
COUNTY OF _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME LEBANON MASON RESIDENTIAL LLC, AS REPRESENTED BY _____, ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR AS WRITTEN ABOVE.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

LIEN HOLDER: WES BANCO BANK, INC.

NAME:

PRINTED NAME

STATE OF OHIO
COUNTY OF _____

BE REMEMBERED THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY CAME WES BANCO BANK, INC., AS REPRESENTED BY _____, ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR AS WRITTEN ABOVE.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

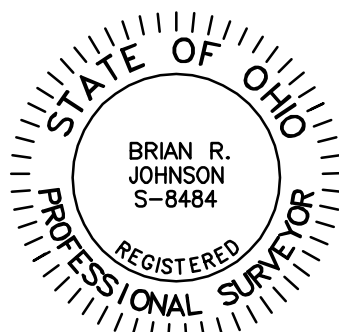
NOTES

1. PRIOR DEED REFERENCE: DOCUMENT NUMBER 2016-033236.
2. BASIS OF BEARING: PLAT BOOK 94, PAGE 63.
3. 5/8" IRON PINS WILL BE SET ON ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
4. OCCUPATION IN GENERAL MATCHES SURVEY, UNLESS OTHERWISE NOTED.
5. ALL EXISTING MONUMENTS ARE IN GOOD CONDITION.
6. MINIMUM PERMISSIBLE LOW FLOOR ELEVATION (INCLUDING BASEMENT). IF A FLOOR IS DESIRED BELOW THE M.O.E. ELEVATION SHOWN, THEN NO GRAVITY FLOW STORM DRAIN WILL BE PERMITTED FROM ANY DRIVEWAY, WINDOW WELL, STAIRWELL, FOUNDATION, BASEMENT, PATIO OR OTHER SOURCE TO BE DIRECTLY CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR EXISTING OR PROPOSED WATERCOURSE BELOW THE M.O.E. ELEVATION SHOWN. SUMP PUMP WELLS AND SUMP PUMPS SHALL BE INSTALLED FOR BASEMENTS OF HOMES IF THE BASEMENT ELEVATION IS BELOW THE M.O.E. ELEVATION SHOWN.

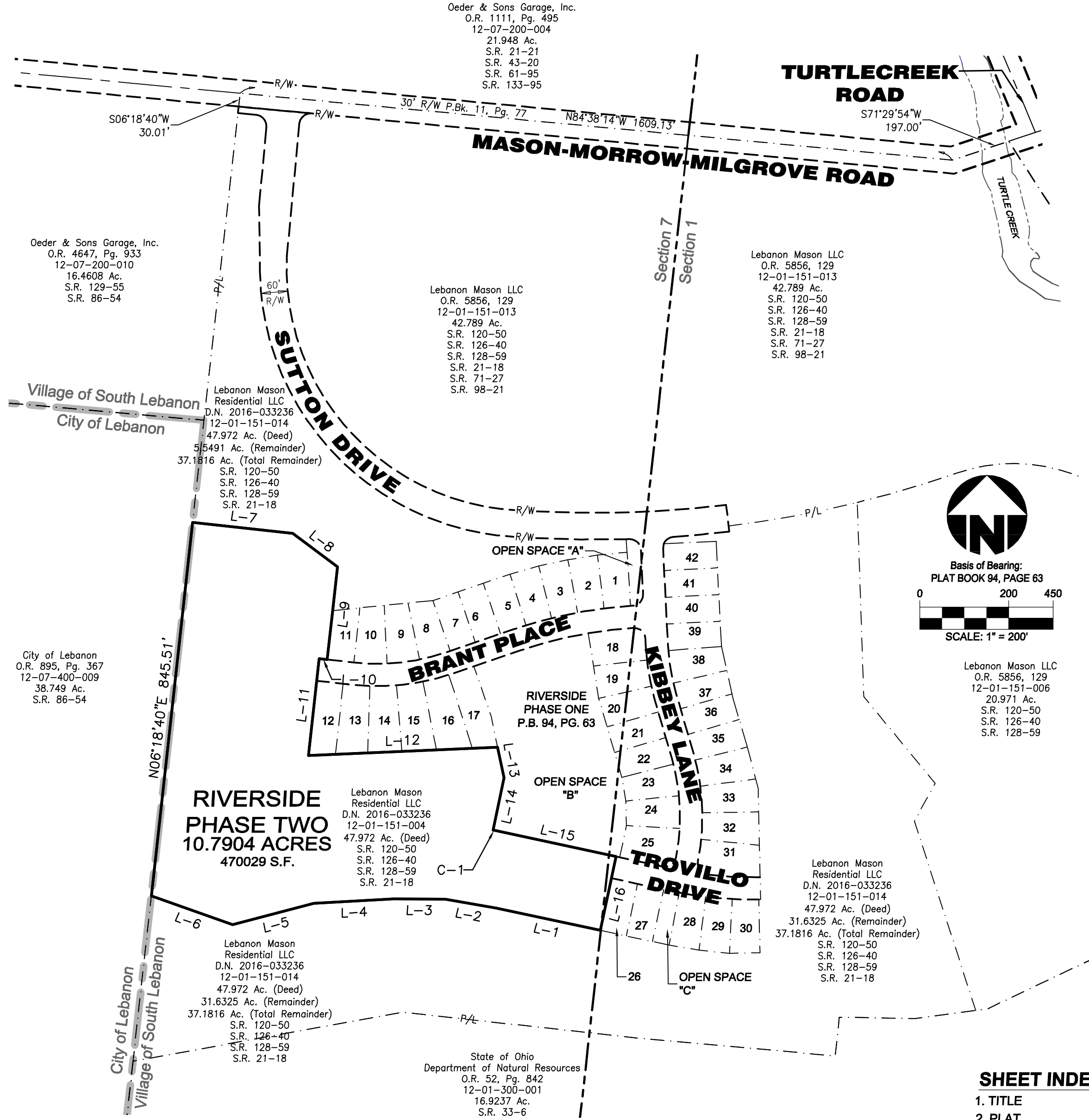
SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS SHOWN.

BRIAN R. JOHNSON, P.S. _____ DATE
PROFESSIONAL SURVEYOR #8484
IN THE STATE OF OHIO



RIVERSIDE
PHASE TWO
SECTIONS 1 & 7, TOWN 4, RANGE 3
BETWEEN THE MIAMIS, UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO
DECEMBER, 2017



BOUNDARY LINE TABLE		
Line	Direction	Distance
L-1	N77°53'43"W	240.00'
L-2	N80°10'37"W	116.32'
L-3	N89°37'24"W	115.52'
L-4	S86°53'54"W	180.00'
L-5	S75°10'36"W	188.70'
L-6	N70°29'29"W	194.06'
L-7	S83°41'20"E	226.88'
L-8	S53°21'48"E	125.26'
L-9	S06°18'40"W	210.20'
L-10	N83°41'20"W	18.43'
L-11	S06°18'40"W	219.00'
L-12	N87°31'22"E	425.83'
L-13	S11°48'39"E	70.02'
L-14	S11°46'33"W	120.66'
L-15	S77°53'43"E	278.48'
L-16	S12°06'17"W	170.00'

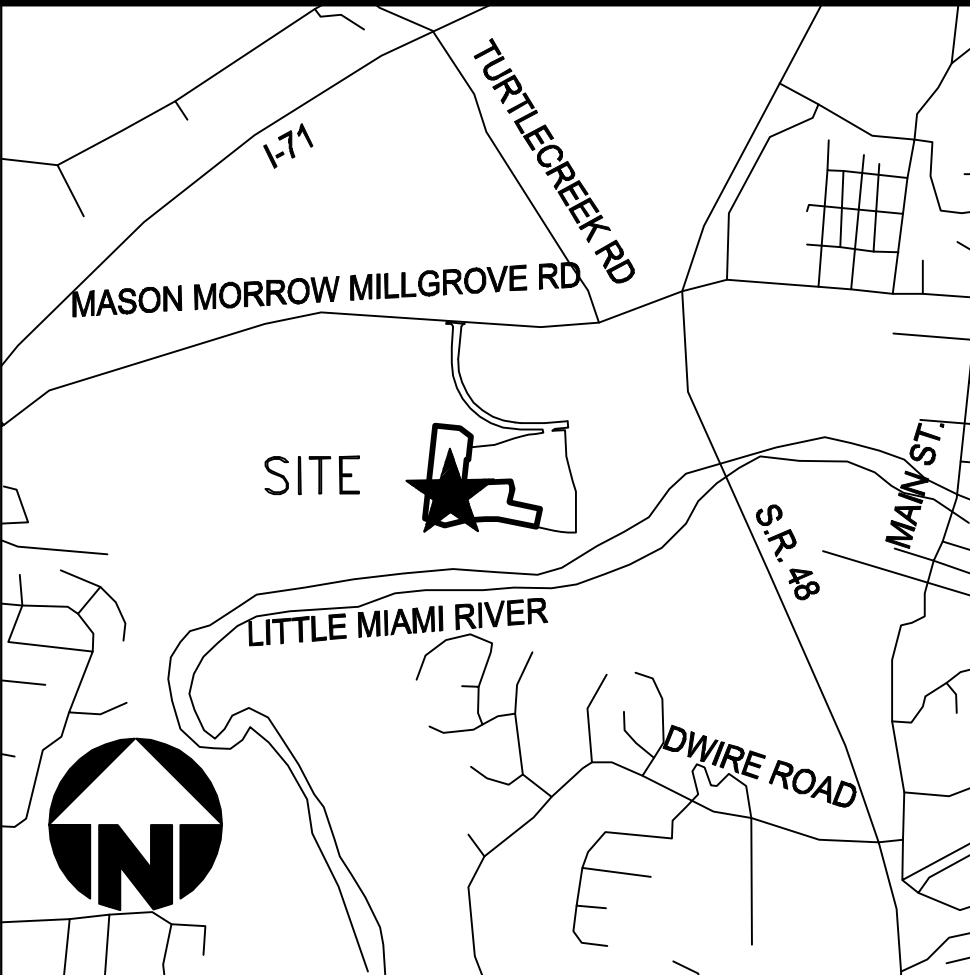
SIDWELLS

OLD #	
43	_____
44	_____
45	_____
46	_____
47	_____
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49	_____
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84	_____
85	_____

GRANT OF UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, UNDERGROWTH, OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO. NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR; (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICES TO SERVICE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.



VICINITY MAP
n.t.s.

CURVE TABLE				
Curve	Delta	Radius	Length	Chord
C-1	0°19'43"	825.00'	4.73'	S78°03'35"E 4.73'

ACREAGE TABLE

LOTS 8.7979 ACRES
RIGHT OF WAY 1.9925 ACRES
TOTAL PHASE ONE 10.7904 ACRES

SETBACKS:

FRONT YARD = 25'
REAR YARD = 30'
SIDE YARD = 6' MINIMUM
16' TOTAL
6000 SQ. FT. MINIMUM

ROAD WAY DATA

TROVILLO DRIVE 1381.82 L.F.
BRANT PLACE 145.00 L.F.

SURVEYOR

BAYER BECKER
6900 TYLERSVILLE ROAD
MASON, OH, 45040
513-336-6600

OWNER

LEBANON MASON RESIDENTIAL, LLC
4020 KINROSS LAKES, SUITE 200
RICHFIELD, OH 44286
513-404-6401

VILLAGE OF SOUTH LEBANON PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE VILLAGE OF SOUTH LEBANON PLANNING COMMISSION ON THIS _____ DAY OF _____, 2017.

CHAIRMAN _____

VILLAGE OF SOUTH LEBANON

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2017, THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION NO. _____ ADOPTED BY THE COUNCIL OF THE VILLAGE OF SOUTH LEBANON, OHIO.

JAMES D. SMITH, MAYOR _____
ATTEST: NICOLE ARMSTRONG, FISCAL OFFICER _____

COUNTY AUDITOR

TRANSFERRED ON THIS _____ DAY OF _____, 2017, AT _____ M.

COUNTY AUDITOR _____ DEPUTY _____

PRINTED NAME: _____

COUNTY RECORDER

FILE NO. _____

RECEIVED ON THIS _____ DAY OF _____, 2017, AT _____ M.

RECORDED ON THIS _____ DAY OF _____, 2017, AT _____ M.

RECORDED IN PLAT BOOK NO. _____ PAGE NO. _____

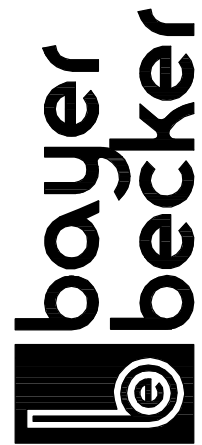
FEE: _____

COUNTY RECORDER _____ DEPUTY _____

PRINTED NAME: _____

RIVERSIDE
PHASE TWO
SECTIONS 1 & 7, TOWN 4, RANGE 3
BETWEEN THE MIAMIS, UNION TOWNSHIP
VILLAGE OF SOUTH LEBANON
WARREN COUNTY, OHIO

RECORD PLAT



www.bayerbecker.com
6900 Tylersville Road, Suite A
Mason, OH 45040 - 513.336.6600

Drawing: 13R050-000 RP2 TITLE

Drawn by: PAH

Checked by: BRJ

Issue Date: 10-30-17

Sheet: