

PLANNING COMMISSION AGENDA



Planning Commission Meeting
6:00 PM Tuesday, October 10, 2018

Village Administration Building
99 High Street
South Lebanon, Ohio 45065

	Agenda Item
1.	Call to Order
2.	Pledge of Allegiance
3.	Roll Call
4.	Open Forum
5.	Review and Approval of Minutes A. None
6.	Public Hearing – Zoning upon annexation for 727 Grandin Road from M-1 Light Industrial (unincorporated zoning, Hamilton Township) to R-3 Planned Unit Development (PUD)
7.	Old Business A. None
8.	New Business A. Case 18-14P: Zoning upon annexation and PUD Rezoning--727 Grandin Road (per Sec. 15.7.13 Zoning Upon Annexation and Article 14 Planned Unit Development District)
9.	Communications
10.	Adjournment

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.

VILLAGE OF SOUTH LEBANON MEMORANDUM

TO: Planning Commission

FROM: Jerry Haddix, Village Administrator

RE: Case 18-14P, Zoning and PUD Application for Irwin Farm, 727 Grandin Road

DATE: October 8, 2018

On the agenda for the October 10th meeting is the recommendation of zoning upon annexation and review of the Planned Unit Development (PUD) application of 727 Grandin Road to the Village Council for the “Irwin Farm” which was included in the River Corridor Annexation completed earlier this year.

Background

On February 20, 2018, the annexation known as the “River Corridor Annexation” was recorded in the Warren County Recorder’s Office. This annexation included several parcels in Hamilton Township including the Irwin property, 727 Grandin Road.

Robert C. Rhein Interests, Inc. (Applicant) has submitted a Planned Unit Development (PUD) application for the property at 727 Grandin Road (Parcel# 16-05-100-001). The Applicant is proposing to create 177 single family lots on 64.57 acres at the property located at the southeast corner of Striker and Grandin Roads.

Code Analysis

Pursuant to Sec 15.7.13 Zoning Upon Annexation, any lots, tracts, or areas which are subject to zoning at the time of their annexation shall be classified as being in whichever district established by these Regulations most closely resembles the zoning district that existed in the annexation.

Pursuant to Article 14, Planned Unit Development (PUD) Districts, the Planning Commission shall schedule a public hearing and publish notice of said hearing in the newspaper at least fifteen (15) days in advance with written notice mailed to property owners within 300 feet of said property at least twenty (20) days prior to said hearing.

Zoning Process

The Planning Commission shall approve, approve with conditions or disapprove the PUD Preliminary Plan within sixty (60) days after the public hearing which is then transmitted to the Village Council.

Staff Review

The Township zoning at the time of annexation was M-1 light industrial. The Village's zoning that most closely resemble that is the Village's I-1 Light Industrial zoning district. The Applicant has submitted an application and preliminary development plan for a R-3 PUD and proposing 177 lots on 64.57 acres with a density of 2.74 units per acre and 11.6 acres of open space. The Applicant is requesting a lot width of 55' in the preliminary development plan which is 5' less than the R-3 District minimum. Attached is a detailed staff report from the Village Planning Consultant, Kim Lapensee.

Recommendation

Staff recommends that the Planning Commission recommend to the Village Council that they accept the rezoning classification for 727 Grandin Road (Parcel# 16-05-100-001) to R-3(Single- Multi-Family Residential District). Staff also recommends the approval of the preliminary development plan with the following PUD conditions:

1. Comply with Village Subdivision Regulations
2. Comply with storm water management regulations with approval of the Village Engineer
3. Conduct traffic analysis to determine if any improvements are required on Grandin Road
4. Execution of an agreement between the Village and the Warren County Board of Commissioners for water and sanitary sewer service.
5. A stub street should be placed to the east stubbing into the vacant land in the event the adjoining property is developed in a manner compatible with this development.
6. The Developer to provide documentation re: the projected price points of the homes in this subdivision and proposed

Attachments

Planning Commission Application
Irwin Farm Preliminary Plan
Irwin Farm Proposed Zone Change Plat
Staff Report Checklist

VILLAGE OF SOUTH LEBANON PLANNING COMMISSION APPLICATION

1. Application Type: (check the appropriate box) (all plans must be folded when submitted)

<input type="checkbox"/>	Draft Plan-Discussion Only	<input type="checkbox"/>	Preliminary PUD	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Site Plan	<input type="checkbox"/>	Final PUD	<input type="checkbox"/>
<input type="checkbox"/>	Landscape Plan	<input type="checkbox"/>	Rezoning	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Construction Drawings. (Please complete Fee Schedule form on Page 2)	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>
<input type="checkbox"/>	Preliminary Plat (Please complete Fee Schedule form on Page 2)	<input type="checkbox"/>	Conditional Use	<input type="checkbox"/>
<input type="checkbox"/>	Final Plat or Replat	<input type="checkbox"/>	Special Meeting	<input type="checkbox"/>
<input type="checkbox"/>	Right-of-Way Dedication Plat	<input type="checkbox"/>	Other:	<input type="checkbox"/>

(See Page 3 for complete Fee Schedule and Submittal Requirement Information)

2. Development Information:

Development/Business Name:			
Type of Business/Project Description: 177 Unit Single Family Residential Community			
Location: 727 Grandin Road		Size of Building:	
Current Zoning: I-1 Light Industrial		Rezone to: PUD Planned Unit Development	
Total Acreage: 64.57		Acres to be Rezoned: 64.57	
Number of Employees:		Number of Fleet Vehicles:	
Current Owner of the Property		Project Contact (Architect, Engineer, Planner)	
Name: Irwin Family Living Trust		Name: McGill Smith Punshon, Inc.	
Address: P.O. BOX 109		Address: 3700 Park 42 Drive, Suite 190B	
City: KANAB	State: UT	Zip: 84741	City: Cincinnati
			State: OH
			Zip: 45241
Telephone:	Fax:	Telephone: 513-759-0004	Fax:
Applicant(s): Robert C. Rhein Interests			
Address: 11025 Reed Hartman Highway, Suite B-1			
City: Cincinnati	State: OH	Zip: 45242	
Telephone: 513-891-7100	Fax:		
Please Print Applicant's Name Here: <u>Robert C. Rhein Interests, Inc.</u>			
* Applicant's Signature: <u>Steven J. Bosse, Vice President</u>			
* Applicant is responsible for payment of all fees (See Fee Schedule and Footnotes on Pages 3 and 4 respectively.)			

TO BE COMPLETED BY THE VILLAGE OF SOUTH LEBANON

Application Number:	Date of Planning Commission Meeting:
Fee Paid:	Drawn:
Check #:	Date:
Initial:	
Legal Notices Advertised:	Mailed to Surrounding Property Owners:

3. Rezoning and Preliminary PUD Plan Requests

Surrounding Property Owners: Please list the names and addresses of all Owners of Real Property within 300 feet of any part of the property as such names and addresses appear on the most recent tax duplicate on 2-sets of mailing labels. (See submittal requirements on page 3). (see attachment)

4. Signatures Required

By signing this application, I attest under penalty of law that all the information given above is correct to the best of my knowledge.

Please Print Applicant's Name: Robert C. Rhein Interests, Inc.

Applicant's Signature:  Date: _____
Steven J. Bosse, Vice President

Property Owner's Signature: Terry Inwin, trustee Lea H. Rhein, trustee Date: 8-Aug-2018

5. Fee Determination for Construction Drawings and Preliminary Plat Submittals

Please create a detailed breakdown of the estimated infrastructure breakdown cost for the project and attach it to this application. For Construction Drawings complete Item 1 and for Preliminary Plat's complete Item 2.

Total Infrastructure Cost \$ _____ (A)

1 - Construction Drawing Fee Breakdown

1.25% of Total Infrastructure Cost* (Line A x 0.0125) \$ _____ (B)

1.50% of Total Infrastructure Cost** (Line A x 0.015) + \$ _____ (C)

Application Fee + \$ 150.00 (D)

Total Construction Drawing Fee (Line B + C + D) \$ _____ (E)

2 - Preliminary Plat Fee Breakdown:

0.25% of Total Infrastructure Cost* (Line A x 0.0025) \$ _____ (F)

Application Fee + \$ 150.00 (G)

Total Preliminary Plat Fee (Line F + G) \$ _____ (H)

Total Paid with Application/Submittals (Line E+H) \$ _____

* Due upon submittal

** Due prior to construction

6. Fee Schedule and Submittal Requirements

Article/Ord. Reference	Item	Fees ⁽³⁾⁽⁴⁾	Submittal Requirements
Article 20 Article 14	Preliminary Plats Final PUDs	\$150 + 0.25% of estimated infrastructure construction costs ⁽¹⁾	12 Copies ⁽⁵⁾ + 1 Copy (Ledger Paper)
Article 20	Construction Drawings	\$150 + 2.75% of estimated infrastructure construction costs ⁽¹⁾ (Include estimate with application) (1.25% due at time of submittal and 1.5% due before construction begins) ⁽²⁾	4 Copies ⁽⁵⁾ 2 Drainage Calculations 2 Detailed Spreadsheet of the Estimated Infrastructure Costs
Article 20	Final / Dedication Plats	\$350	10 Copies ⁽⁵⁾ + 1 Copy (Ledger Paper)
Article 20	Lot Split / Minor Subdivision / Replats	\$75 per lot	3 Survey Plats ⁽⁵⁾ & Legal Descriptions 1 New Deed + 1 Original Deed
Article 18	Site Plans	\$400 + \$5 per unit Multi-family \$400 + \$20 per acre Commercial/ Office/Industrial/Institutional	12 Copies ⁽⁵⁾ + 1 Copy (Ledger Paper)
Article 17	Landscape Plans	\$150 + \$10 per acre	12 Copies ⁽⁵⁾ + 1 Copy (Ledger Paper)
Article 7	Zoning District Map Change Zoning Text Change	\$400 + \$10 per acre	20 Copies ⁽⁵⁾ + 1 Copy (Ledger Paper) 1 List of Surrounding Property Owners + 2 Sets of Mailing Labels
Article 5	Variances / Appeals	\$400	8 Copies + 1 Copy (Ledger Paper) 1 List of Surrounding Property Owners + 1 Set of Mailing Labels
Article 14	Preliminary PUD Plans	\$2,500 + \$20 per acre	12 Copies ⁽⁵⁾ + 1 Copy (Ledger Paper) 1 List of Surrounding Property Owners + 2 Sets of Mailing Labels
Article 14	Final PUD Plans	Site Plan Review Fees Apply	Site Plan Review Submittal Requirements Apply
Article 6	Conditional Use / Similar Use	\$250 + applicable site plan fee	15 Copies + 1 Copy Ledger Paper ⁽⁵⁾
Article 3	Zoning Permit	\$250 + \$0.03 per square foot of building area (Village water tap and inspection fee required if utilizing Village Water [proof of payment of County tap fee if utilizing County Water]; Village sewer tap and inspection fee also required)	5 Copies
Article 3	Temporary Use Permit	\$50	5 Copies
Article 3	Certificate of Occupancy	\$50	3 Copies
Ord. No: 2008-14; Permit App.	Flood Hazard Area Development Permit	\$50	3 Copies of Permit Application w/ applicable submittal requirements (stated on Page 2 of 2 of Permit Application + Engineering "No Rise" Certification (if applicable))
	Special Meeting	\$500 + Application Fee, if any ⁽⁶⁾	Depends Upon Type of Application or Meeting Requested

FOOTNOTES TO FEE SCHEDULE

- (1) Infrastructure construction costs include all infrastructure costs associated with a development including, but not limited to; drainage facilities, sanitary sewers, waterlines, grading, excavation, and street improvements.
- (2) Any inspection conducted outside the normal eight-hour workday of Monday through Friday, excluding holidays, 8:00 a.m. until 4:30 p.m., shall be charged at one and a half (1.5) times the standard rate. The Village reserves the right to charge fees in addition to the fees specified in the table above if, due to the applicant's responsibility, excessive review and/or field inspections are necessary, and as determined by the Village Engineer. Such fees for review and field inspection by Village staff shall be charged at the standard rate of forty dollars (\$40) per hour, plus a three-fourths (.75) hour charge for travel time. Any review and inspection completed by consultants on behalf of the Village shall be charged to the applicant at the same rate charged by the consultants. Performance and maintenance bonds will not be released until payment of all fees is received.
- (3) Any review and inspection completed by consultants on behalf of the Village shall be charged to the applicant at the same rate charged by the consultants. The applicant shall pay the difference when consultant fees charged to the Village are in excess of the established Fee Schedule base amounts. Final approvals will be held until all fees charged by consultants are paid-in-full by the applicant.
- (4) The fee for review of a revised application shall be sixty (60) percent of the fee specified for the initial or first review of such application.
- (5) All plans must be folded to fit a legal sized file folder with the title showing in the lower right-hand corner.
- (6) Special meetings that require one or more of the Village's consultants to attend shall require payment of the special meeting fee before the meeting is scheduled. Examples of special meetings include staff meetings and non-scheduled Planning Commission meetings requested by an applicant and/or developer.

1. Complete applications submitted by the deadlines posted above will be processed and placed on the next regularly scheduled Planning Commission meeting.
2. Incomplete applications or applications that do not comply with the minimum Village Zoning Ordinance and/or Subdivision Regulations or applications that are not submitted by the above posted deadlines will not be placed on the next regularly scheduled Planning Commission meeting agenda.
3. The applicant will be notified if his or her application is not accepted for processing. The Village Administrator and/or Zoning Administrator will discuss the reasons why the application was not accepted and the necessary steps required to meet the next meeting deadline.
4. Applicants may request a special Planning Commission meeting. Requests should be made with the Village Administrator at least two weeks in advance of the requested special meeting date. The meeting will be set if approved by the Planning Commission chairperson and if a quorum can be present. A \$500 fee plus applicable application fee must be paid in advance of the meeting (See Fee Schedule and Footnotes to Fee Schedule).
5. Meeting dates are subject to change due to unforeseen scheduling conflicts and holidays. Applicants should call the Village to check meeting dates in advance of the application deadlines.

DESCRIPTION FOR: Irwin Family Living Trust

LOCATION: Grandin Road
64.57 +/- Acres

(Area to be re-classified from I-1 Light Industrial to PUD Planned Unit Development)

Situate in the Village of South Lebanon, Hamilton Township, Warren County, Ohio and being part of the lands conveyed to Irwin Family Living Trust by deed recorded in Doc. No. 2016-020785, Warren County, Ohio Recorder's Office and more particularly described as follows:

Commencing at the centerline intersection of Grandin Road and Grandin Ridge Drive;

Thence, with the centerline of said Grandin Road, South 85°54'16" East, 676.96 feet to the northwest corner of the lands conveyed to Grandin Road Development, LLC, by deed recorded in O.R. 5758, Page 397, Warren County, Ohio Recorder's Office;

Thence, with the west line of said lands, South 03°49'12" West, 40.00 feet to a point in the south right-of-way line of Grandin Road and the Real Point of Beginning for this description;

Thence, continuing with the west lines of said lands, South 03°49'12" West, 982.99 feet to a point and South 03°47'41" West, 999.53 feet to a point in the north line of The Landing at Willow Pond, Section Two as recorded in P.B. 41, Pages 51-52, Warren County, Ohio Recorder's Office;

Thence, with said north line and the north line of The Landing at Willow Pond, Section Three as recorded in P.B. 41, Pages 62-63, and the north line of The Landing at Willow Pond, Section Four as recorded in P.B. 45, Pages 4-5, and the north line of Willow Grove, as recorded in P.B. 51, Pages 94-95, Warren County, Ohio Recorder's Office, North 86°29'22" West, 1673.17 feet to the southeast corner of Lot 1, of the Stricker Road Plat as recorded in P.B. 91, Pages 43-44, Warren County, Ohio Recorder's Office;

Thence, with the east line of said Subdivision and the east right-of-way line of Stricker Road, North 03°38'06" East, 836.80 feet to a point;

Thence, continuing in part along said right-of-way and with the south line of the lands conveyed to Hamilton Township, Warren County, Ohio Board of Township Trustees by deed recorded in

O.R. 5380, Page 342, Warren County, Ohio Recorder's Office, South 86°21'00" East, 451.69 feet to the southeast corner of said lands;

Thence, with the east line of said lands and the east line of the lands conveyed to The Cincinnati Gas & Electric Company by deed recorded in D.B. 235, Page 87, Warren County, Ohio Recorder's Office, North 03°37'25" East, 1158.11 feet to a point in the aforesaid south right-of-way line of Grandin Road;

Thence, along said south right-of-way line, the following four (4) courses and distances;

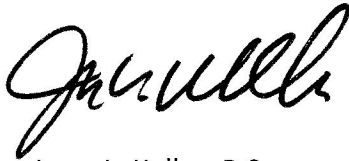
1. South 86°35'19" East, 147.87 feet to a point;
2. South 85°44'18" East, 238.05 feet to a point;
3. South 85°58'56" East, 115.21 feet to a point;
4. South 85°54'16" East, 726.58 feet to the Real Point of Beginning.

Containing 64.57 acres of land more or less.

Subject to all legal highways, easements and restrictions of record.

Bearings are based on a S.R. 146-60, Warren County Engineer's Record of Land Surveys.

I hereby certify that the above description is a complete, proper and legal description of the property to be re-classified herein. The above description is based on deeds and plats of record and is not the result of a field survey. Said description is to be used for the purpose of re-classification only, and is not to be used for the transfer of property.



Jerry L. Keller, P.S.
Ohio Registration No. 7584

Prepared by: McGill Smith Punshon, Inc.
Date: July 30, 2018
MSP No.: 16448.00

16448003-LEG-Zone Change.docx



REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("the Agreement") is made by and between TERRY L. IRWIN and LEA F. IRWIN, Trustees of the Irwin Family Trust, whose address is 727 Grandin Road, Maineville, Ohio 45039, hereinafter referred to as "Seller" and RCR/MSR Investments II, LLC, an Ohio limited liability company, whose address is 11025 Reed Hartman Highway, Suite B-1, Cincinnati, Ohio 45242, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller is the owner of approximately 65.70 acres of real estate located on Grandin Road in Hamilton Township, Warren County, Ohio, as more particularly described on the attached Exhibit "A", and is hereinafter referred to as the "Real Estate"; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Real Estate on the terms and conditions hereinafter set forth.

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

1. REAL ESTATE. Subject to the terms hereof, Seller agrees to sell and Purchaser agrees to purchase the Real Estate.

2. PRICE AND PAYMENT.

(a) The purchase price of the Real Estate shall be _____ The purchase price shall be paid as follows:

(b) _____ shall be paid by Purchaser as an earnest money deposit and shall be paid by cash or check at the time of the execution of this Agreement by both Purchaser and Seller.

(c) The balance of the purchase price in the amount of _____ (\$), less any additional deposits, shall be paid by cash or cashier's check at the time of the closing as provided in paragraph 5.

The deposit paid pursuant to paragraph 2(b) and any subsequent deposits made pursuant to Paragraph 5 shall be held by the Tri-State Land Title Agency, Inc. as escrow

agent (the "Escrow Agent") and shall be disbursed in accordance with the terms of this Agreement. Purchaser shall be entitled to any interest earned on the escrowed funds. The Escrow Agent shall serve without compensation for its services, and shall exercise its duties in accordance with the terms of this Agreement and in good faith, but under no circumstances shall it be held liable to Seller or Purchaser except for acts constituting gross neglect of duty or dishonesty. Upon delivery of the escrowed funds in accordance with the terms of this Agreement, its duties as Escrow Agent shall terminate.

3. CONVEYANCE AND SURVEY. Title to the Real Estate shall be conveyed at closing by Fiduciary Deed with fiduciary covenants. Said deed shall convey marketable title in fee simple absolute, subject only to real estate taxes and assessments, if any, not then delinquent and easements and restrictions of record that do not unreasonably interfere with Purchaser's proposed development.

As of the date hereof, Purchaser has not examined the title to the Real Estate. If an examination of the title to the Real Estate discloses any title defects or other matter which, in Purchaser's judgement, interferes with Purchaser's intended use of the Real Estate, or which renders the title unmarketable, then, within ninety (90) days following the date of this Agreement, Purchaser shall provide written notice thereof to Seller. In such event, if Seller is unable to or does not elect to remedy any such title defects or other such matter of title at Seller's sole cost and expense on or prior to forty five (45) days thereafter, then Purchaser at its election, may either acquire the Real Estate subject to the effect of the same or terminate this Agreement by written notice thereof to Seller. If terminated by Purchaser under the provisions of this Paragraph 3, except as otherwise provided herein, all earnest money shall be returned to Purchaser, and each party released from all liability one to the other. During the term of this Agreement, Seller shall not convey any interest in the Real Estate without the prior written approval of Purchaser.

Possession of the Real Estate shall be delivered to Purchaser at closing. Notwithstanding the above, Seller shall have the right for a period of up to thirty (30) days following closing to use and occupy the area of the real estate shown on Exhibit B attached and made part hereto and cross-hatched for identification ("Seller's Area") for the purpose of collecting and assembling Seller's personal property now present on or about the area comprising Seller's Area for the purpose of selling such personal property, including by public auction, in Seller's Area within such thirty (30) day period. It is contemplated that Seller will aggregate such personal property in one sector of Seller's Area preparatory to and during the disposition by sale of the personal property, the use of which area may include the use of the barn, garage and covered structures now on the Real Estate. Seller shall provide liability insurance coverage indemnifying and holding Purchaser harmless for matters arising out of and during Seller's use of Seller's Area.

Attached hereto as Exhibit "B" is a recent survey and a metes and bounds description of the Real Estate prepared by a registered surveyor. The legal description prepared from this survey shall be used in Seller's deed, provided that the description is approved by Purchaser and all appropriate governmental authorities.

In the event such survey should indicate that the Real Estate, exclusive of any portion located within an existing right-of-way, is comprised of other than 65.70 acres, the following shall govern:

(a) If the difference in acreage is less than 0.25 of an acres, no adjustment or change in the purchase price shall be made; or

(b) If the difference in acreage is more than 0.25 acre, then the purchase price shall be adjusted for the amount more or less than 65.70 acres by an amount that is based on a valuation of _____ | per acre or any fraction of an acre thereof.

Purchaser agrees that electrical and waterlines on the Real Estate shall be preserved for use by Seller during Seller's thirty (30) day period of use of Seller's area. Seller shall be responsible for the cost of its consumption of such utilities after Closing.

The Real Estate shall not include the mobile home presently on the Real Estate. However, Seller shall have a right to either leave or to remove such mobile home from the Real Estate for a period of fourteen (14) days after Closing. If Seller does not remove the mobile home within fourteen (14) days after Closing, Seller shall transfer title to the mobile home to Purchaser for no additional consideration.

4. REAL ESTATE TAXES AND ASSESSMENTS. Real estate taxes and assessments including CAUV, if any, shall be prorated as of the date of the closing, based upon the amount of the most recent available real estate tax bills. Seller shall be responsible for any real estate taxes for the period of Seller's ownership of the Real Estate that are recouped or recaptured on or after the closing and conveyance of title to the Purchaser.

If the amount of the real estate taxes and assessments, if any, prorated at the closing differs by more than Ten Percent (10%) from the amount of the actual amount billed by Warren County for real estate taxes and assessments, if any, for the tax period as pro-rated through the date of closing, the parties will re-pro-rate based on the actual bill for real estate taxes and assessments, if any, reflecting the amount as of the closing date and make payment to the appropriate party within thirty (30) days after receipt of such tax bill, including any real estate tax recoupment relating to the period prior to the closing, which shall be obligation of Seller.

5. CLOSING DATE AND CONTINGENCIES. Purchaser intends to construct certain improvements on the Real Estate. By reason thereof, it is necessary for Purchaser to make certain determinations at Purchaser's sole cost and expense as to the suitability of the Real Estate for Purchaser's proposed development. Therefore, the consummation of this transaction at the time provided for closing is conditioned upon:

(a) Feasibility Study. Purchaser shall determine whether there is adequate access to the Real Estate, whether utilities are existing or will be existing to serve the Real Estate, and whether other economic factors, will permit the efficient and economical construction of Purchaser's proposed improvements.

(b) Utility Easements. Purchaser shall have obtained, at its expense, any necessary utility easements from adjoining property owners on terms and conditions acceptable to Purchaser.

(c) Development Plan Approval. Purchaser shall have obtained, at its expense, from all appropriate governmental authorities and public utilities, all necessary approvals including rezoning for its proposed development such that it can be built in accordance with the plan hereto attached as Exhibit C.

Purchaser shall have forty-five (45) days from the date of this Agreement to satisfy or waive the condition set forth in paragraph 5(a) above. Purchaser in its sole discretion shall determine whether or not a contingency has been satisfied. In the event the condition set forth in paragraph 5(a) has not been satisfied during such forty-five (45) day period, Purchaser shall have the right to either: (i) terminate this Agreement in which event

(i) earnest money deposit shall be returned to Purchaser and
of such deposit shall be delivered to Seller; or (ii) deposit
with the Escrow Agent an additional earnest money deposit in the amount of
In the event Purchaser deposits the additional
(ii) earnest money deposit, Purchaser shall have three
hundred sixty-five (365) days from the date of the deposit of such additional earnest
money deposit to satisfy or waive the conditions set forth in paragraphs 5(b) and 5(c)
above.

In the event the conditions set forth in paragraphs 5(b) and 5(c) have not
been satisfied during such three hundred sixty-five (365) day period, Purchaser shall
have the right to either: (i) terminate this Agreement in which event fifty percent (50%)
of the combined
(i) earnest money deposit
shall be returned to Purchaser and the other fifty percent (50%) of such deposit shall be
delivered to Seller; or (ii) deposit with the Escrow Agent an additional earnest money
deposit in the amount of
(ii). In the event

Purchaser deposits the additional earnest money deposit, Purchaser shall have ninety (90) days from the date of the deposit of such additional earnest money deposit to satisfy or waive the conditions set forth in paragraphs 5(b) and 5(c) above. In the event the Purchaser elects to deposit the additional earnest money deposit with Escrow Agent, all deposits shall be non-refundable to Purchaser, except in the event of a default by Seller.

All deposits by Purchaser to Seller must be made in advance of the period for which such deposit is being made. All deposits made shall apply against the Purchase Price at closing should Purchaser proceed to close the purchase of the Real Estate. Any forfeiture(s) or non-refundability of deposit(s) is contingent upon Seller not being in default of this Agreement. Purchaser in its sole discretion, but acting in a good-faith and reasonable manner, shall determine whether or not a contingency has been satisfied.

In the event that Purchaser shall terminate this Agreement for any reason, after initiating any filing with an administrative body, agency, regulatory and/or governmental unit (collectively hereinafter "Third Parties") in furtherance of Purchaser's permitted actions under this Agreement, Purchaser shall, before or upon Purchaser's termination, to the extent permitted by law, assign, transfer, and/or set over to Seller at no cost to Seller all of Purchaser's approvals, documents, filings, permits, licenses utilized, filed or otherwise involved in Purchaser pursuing such matters with Third Parties allowed or permitted under the Agreement. Further, Purchaser shall not give notice of its termination to such Third Parties with whom Purchaser has dealt, as described in this provision until Seller has given notice to such Third Parties that it or its agent is proceeding with the activity initiated by Purchaser providing Seller elects to proceed on Seller's own behalf with the actions initiated by Purchaser. If Seller elects not to proceed with actions initiated by Purchaser, Seller shall within thirty (30) days after Purchaser's termination notice advise Purchaser of such intent of Seller not to proceed upon receiving notice of Purchaser's Notice of Termination and Purchaser shall give notice of such to Third Parties, if required, in a manner not prejudicial to Seller. The assignment to and assumption by Seller of Purchaser's initiated actions shall, upon Seller's assumption and continuation of such, thereafter be at Seller's sole cost and expense for such actions and conduct continued by Seller who shall hold Purchaser harmless from all such activity carried forward by Seller.

Upon satisfaction or waiver by Purchaser of the foregoing conditions contained in paragraphs 5(a), 5(b) and 5(c), Purchaser shall immediately notify Seller in writing, and a closing shall be held at a mutually agreed upon time and location within thirty (30) days from the date of such notice. Seller shall reasonably cooperate with Purchaser in obtaining the approvals required pursuant to this paragraph 5.

6. SITE INVESTIGATION AND CONDITION OF REAL ESTATE. Seller hereby grants to Purchaser a temporary license to enter onto the Real Estate to conduct such engineering and soil testing as it deems appropriate.

(a) Purchaser shall make all reasonable effort to give advance notice to Seller of its or its agents' entry onto the property of the Seller for the purposes of Seller's site assessment. Such may be in person, in writing or by phone with confirmation.

(b) Purchaser shall conduct such site investigation in such a manner so as to minimize any damage to the Real Estate and, to the extent practicable, Purchaser shall promptly restore any damaged areas of the Real Estate to its condition prior to Purchaser's entry on the Real Estate.

(c) Purchaser agrees to indemnify Seller from and against any loss or damage incurred or suffered by Seller relating to any activities of Purchaser, its employees or independent contractors, on or about the Real Estate prior to the date of closing hereunder. Except as provided herein above, prior to the closing, Seller shall not make any material alterations to the Real Estate without the prior written consent of Purchaser.

(d) Within ten (10) days after the date of this Agreement, Seller shall deliver to Purchaser copies of all engineering reports, environmental reports or environmental site assessments, topographical maps, soil test, feasibility studies, easement agreements, subdivision approvals, title insurance policies and surveys in Seller's possession, if any, pertaining to the Real Estate.

(e) Seller represents and warrants to Purchaser that as of the closing, the Real Estate shall be free from any and all city, county, state and federal orders adversely affecting the Real Estate and the use contemplated hereunder. Seller further represents and warrants to Purchaser that Seller has not received notice of any violation of any applicable federal, state or local statute, law, ordinance, order, rule or regulation or of any covenant, condition, restriction or easement affecting the Real Estate. If such an adverse order or notice of violation should arise or be given to Seller subsequent to the date of this Agreement and such cannot be resolved by the reasonable acts of Seller in a time period mutually agreeable to Purchaser and Seller, Purchaser may elect to proceed with the purchase and closing or, if not, Seller shall be released from all obligations hereunder and all deposits returned to Purchaser.

(f) Seller further represents and warrants to Purchaser that; with exceptions hereinafter noted, that to the best of Seller's knowledge; (i) the Real Estate is free from any and all hazardous substances and wastes, asbestos, lead, underground storage tanks, PCB's and wet lands; and (ii) the Real Estate, as well as any adjoining property, has never been used as a cemetery or shooting/skeet range.

(g) Seller, whose ownership of the Real Estate is by and through inheritance, makes known by these presents, supplementary to or superseding any prior information or statements by Seller, that Seller's brick home residence on the Real Estate is serviced by an underground fuel storage tank with no known concerns. Further, Seller's mobile home, as well as the existing brick residence, are each serviced by an underground septic system with tank.

(h) Within forty-five (45) days following the date of this Agreement, Purchaser, at its expense, shall perform an update of its existing environmental audit and wetlands assessment on the Real Estate. In the event such updated audit discloses the presence of hazardous substances, wastes, asbestos, lead, underground storage tanks or PCB's, then, Seller may at Seller's election begin, within ten (10) days after Seller's receipt of notice from Purchaser of the results of such audit, to remove and clean up any such hazardous substances, wastes, asbestos, lead, underground storage tanks or PCB's and to pay the costs of such removal and clean up prior to the closing date. Alternatively, if Seller gives notice to Purchaser that Seller does not intend to take such corrective action, Seller may terminate this Agreement without further liability whatsoever under this Agreement and Purchaser shall receive a full refund of all deposits made. However, Purchaser, at its election, may proceed to acquire the Real Estate without requiring the removal by Seller of such hazardous substances, wastes, asbestos, lead, underground storage tanks or PCB's.

7. EMINENT DOMAIN. If, prior to the closing, any proceeding shall be threatened, commenced or consummated for the taking of any part of the Real Estate for public or quasi-public use pursuant to the power of eminent domain, then Seller shall forthwith give notice thereof (the "Condemnation Notice") to Purchaser. The Condemnation Notice shall, if possible, be accompanied by a sketch of the portion of the Real Estate which will be affected by such taking, and a metes and bounds description delineating the area to be affected. If any such taking, contemplated taking or threatened taking, shall occur or be commenced, then Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than ten (10) days after receipt of the Condemnation Notice and receive a full refund of all deposits made or go forward with the purchase and take an assignment of Seller's condemnation award with no reduction in the Purchase Price to be paid Seller.

8. PURCHASER'S DEFAULT. In the event Purchaser fails to close this transaction in accordance with the terms of this Agreement, Seller's sole remedy shall be to retain the earnest money deposit(s) as well as any additional deposits paid to Seller, as provided herein, as full and complete liquidated damages and neither party shall be under any further obligation hereunder. Seller and Purchaser have negotiated and hereby acknowledge and agree that the actual damages which Seller would suffer on account of the default of Purchaser under this Agreement are difficult if not impossible to ascertain, and both parties agree that the receipt by Seller of all money

heretofore paid by Purchaser constitutes a reasonable estimate of the actual damages Seller may suffer in the event of a default under this Agreement by Purchaser.

9. SELLER'S DEFAULT. In the event Seller fails to close this transaction in accordance with the terms of this Agreement, then Purchaser, at Purchaser's option may (i) elect to enforce the terms hereof by action for specific performance or exercise any other remedy available at law or in equity, or (ii) terminate this Agreement by written notice to Seller. In the event Purchaser elects to terminate this Agreement, any earnest money deposit(s) made by Purchaser shall be promptly returned in full. In the event Purchaser elects to pursue specific performance, Seller hereby waives the defense that Purchaser has an adequate remedy at law. Purchaser's monetary damages, if any, and its source thereof, shall be solely from the Real Estate which is the subject of this Real Estate Purchase Agreement and not from any other assets of the Seller and/or Trustees individually.

10. ASSIGNMENT. This Agreement may not be assigned by Purchaser without the written consent of Seller, which consent shall not be unreasonably withheld. Notwithstanding the above, Purchaser shall have the right, without the consent of Seller, to assign this Agreement to a partnership or limited liability company in which Purchaser is one of the general partners or members, as the case may be. In the event of an assignment of this Agreement by Purchaser, Purchaser shall not be released from any obligations under this Agreement.

11. NOTICES. All notices required to be given under the terms of this Agreement shall be in writing and shall be given to the appropriate party at the address set forth herein by U.S. certified mail, Return Receipt Requested with date and proof of delivery endorsed thereto.

12. INVALID PROVISIONS. In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

13. BROKER. The parties do mutually represent to each other that no brokerage commission shall be due upon the execution of this Agreement or the transfer of all or any part of the Real Estate. Seller represents to Purchaser that its listing agreement with Henkle Schueler for the Real Estate has expired. Additionally, the parties agree to hold each other harmless and indemnify each other as a result of a claim for a real estate commission asserted by any other broker as a result of any dealings with either party hereto.

14. FORCE MAJEURE AND AGREEMENT INTERPRETATION AND RECORDING.

(a) Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.

(b) The foregoing Agreement contains the entire understanding between Seller and Purchaser relative to the subject matter hereof and no oral representations heretofore made by either party to the other shall be binding upon either of them. The provisions and representations made herein shall survive the closing and shall not be merged into the closing. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and permitted assigns. The parties do not intend to confer any benefit hereunder on any broker or other person, firm, corporation or association other than the parties hereto. Time is of the essence in this Agreement. Paragraph titles are for general reference purposes only and shall not limit or affect the meaning hereof. The general rules of attribution relating to document preparation are waived. This Agreement shall be governed by and construed in accordance with the law and regulations of the state of Ohio in which the Real Estate is located.

(c) This Agreement (or memorandum thereof) shall not be recorded by Purchaser. In the event that this Agreement (or a memorandum thereof) shall be recorded by Purchaser, Seller may, at its option, terminate this Agreement and be entitled to all deposits to apply as liquidated damages.

15. EFFECTIVE DATE.

This Agreement shall be effective as of the later date and time of the second of the parties to sign this Agreement but such signature shall not be later than 6:00 P.M. - 5/1/18. Following signature by the second party, a signed copy shall immediately be provided to the other party.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, intending to be bound, and have signed this Agreement on the date set adjacent to their signatures.

PURCHASER:

RCR/MSR Investments II, LLC
ROBERT C. RHEIN INTERESTS, INC. Manager

By:  Date: 5/1/18
Robert C. Rhein, President

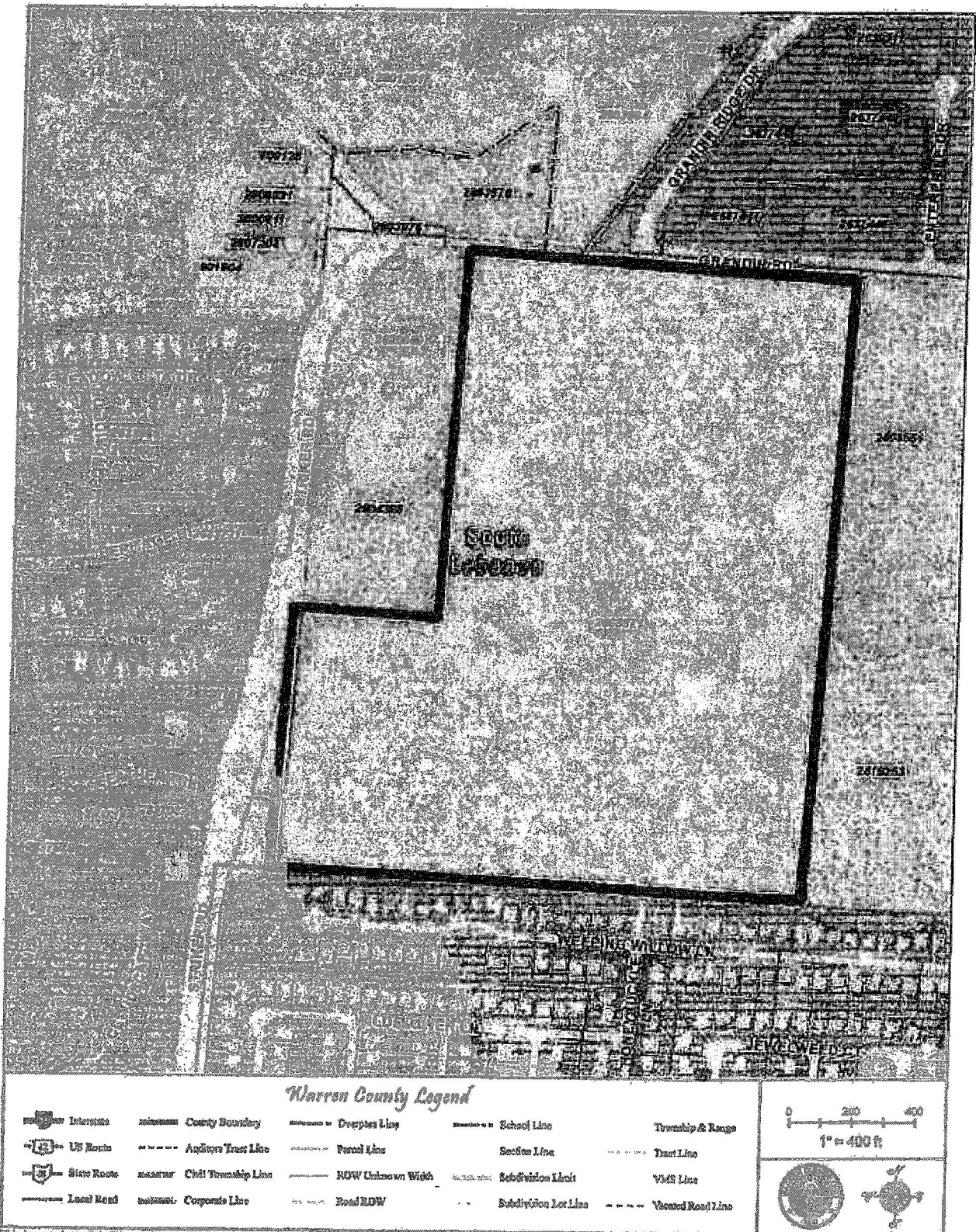
SELLER

IRWIN FAMILY TRUST

By: Terry L. Irwin, Trustee Date: MAY 1, 2018
Terry L. Irwin, Trustee

By: Lea F. Irwin, Trustee Date: 5/1/2018
Lea F. Irwin, Trustee

- EXHIBIT A -



McCARTY ASSOCIATES, LLC

ARCHITECTS—ENGINEERS—SURVEYORS

HILLSBORO ————— WASHINGTON C.H. ————— LOVELAND
213 N. HIGH ST., HILLSBORO, OHIO 45133 PH 937-393-9971 FAX 937-393-2480
Michael L. McCarty, P.E., P.S. Thomas E. Fugrell, P.S. Loren M. Puckett, P.E. Jerrold B. Bradley, AIA

File No. S17-535
August 25, 2017

LEGAL DESCRIPTION Irwin Family Living Trust 65.701 Acres Tract

Situated in the Township of Hamilton, County of Warren, State of Ohio, being part of V.M.S. Nos. 1547 and 1548, being all that remains (65.701 acres) of the original 77 acres tract as conveyed to Terry L. Irwin, Trustee and Lea F. Irwin, Trustee and recorded in Doc. No. 2016-020785 of the Warren County Recorder's Office, and being further bounded and described as follows:

Beginning at a spike (found) under the pavement marking the centerline intersection of Grandin Road (County Road No. 150) and Grandin Ridge Drive (P.B. 35, Page 53) and having Ohio State Plane Coordinates Northing 495,150.368 feet, Easting 1,478,191.350 feet South Zone and based upon NAD 83 (2011);

thence with the centerline of Grandin Road S 85°54'16" E, a distance of 676.96 feet to a spike (found) under the pavement marking a northwesterly corner to a 30.0002 acres "Exhibit A" as conveyed to Grandin Road Development, LLC (O.R. 5758, Page 397) and found in Surveyor's Record Volume 122, Plat No. 86 of the Warren County Engineer's Record of Land Surveys;

thence with the westerly line of the aforesaid 30.0002 acres "Exhibit A" S 03°49'12" W passing a 5/8" iron pin (set) at 40.00 feet, a total distance of 1022.99 feet to a 1/2" iron pin (found) marking a northwesterly corner to a 62.8121 acres "Exhibit B" as conveyed to Grandin Road Development, LLC (O.R. 5758, Page 397)

and found in Surveyor's Record Volume 137, Plat No. 60 of the Warren County Engineer's Record of Land Surveys;

thence with the westerly line of the aforesaid 62.8121 acres "Exhibit B" S 03°47'41" W, a distance of 999.53 feet to a 1/2" iron pin (found) in the northerly line of Lot No. 15 of The Landing At Willow Pond, Section Two (P.B. 41, Page 51)

thence with the aforesaid Lot No. 15 N 86°29'22" W passing a 1" iron pipe (found) at 3.00 feet marking a northeasterly corner to Lot No. 152 of The Landing At Willow Pond, Section Three (P.B. 41, Page 62) and continuing with northerly of said Section Three and passing a northeasterly corner to Lot No. 181 of The Landing At Willow Pond, Section Four (P.B. 45, Page 4) and continuing with the northerly line of said Section Four, passing the northeasterly corner to Lot No. 28 of Willow Grove (P.B. 51, Page 94) and continuing with and northerly of said Willow Grove, a total distance of 1673.17 feet to a 5/8" iron pin (set) marking a southeasterly corner to Lot No. 1 of Miami Striker Remainder Lots (P.B. 91, Page 44);

thence with the easterly line of Miami Striker Remainder Lots N 03°38'06" E passing a corner to and continuing with an easterly margin of Striker Road Plat (P.B. 91, Page 44), a distance of 836.80 feet to a 5/8" iron pin (set);

thence with another line of Striker Road Plat S 86°21'00" E passing a southwesterly corner to and continuing with the southerly line of a 6.7981 acres tract as conveyed to Hamilton Township Trustees (O.R. 5380, Page 342) and found in Surveyor's Record Volume 109, Plat No. 50 of the Warren County Engineer's Record of Land Surveys, a distance of 451.69 feet to a point in the westerly edge of a 16" by 16" concrete post (found);

thence with the easterly line of the aforesaid 6.7981 acres tract N 03°37'25" E passing a 1/2" iron pin (found) at 657.01 feet marking a southeasterly corner to and continuing with an easterly line of an original 5.59 acres tract as conveyed to The Cincinnati Gas and Electric Company (D.B. 235, Page 87) passing a 1/2" iron pin (found) at 1167.21 feet, a total distance of 1198.11 feet to a mag nail (set) in the centerline of Grandin Road;

thence with the centerline of Grandin Road for the next 4 calls:

- 1) S 86°35'19" E, a distance of 148.02 feet to a spike (found) under the pavement marking the line between V.M.S. Nos. 1547 and 1548;
- 2) S 85°44'18" E, a distance of 238.26 feet to a spike (found) under the pavement;
- 3) S 85°58'56" E, a distance of 115.15 feet to a spike (found) under the pavement;
- 4) S 85°54'16" E, a distance of 49.46 feet to the point of beginning, containing 65.701 acres of land, of which 13.987 acres being in V.M.S. Nos. 1547 and 51.714 acres being in V.M.S. 1548.

Subject to all legal easements and rights-of-way of record.

Bearings are based upon the Grid Azimuth (AZ. 155° 11' 26.8") between National Geodetic CORS Station "LEBA" and McCarty Associates Geodetic Survey Control Monument "ENTERPRISE (3998)" and derived from GPS observations taken August 08, 2017, utilizing the Trimble ODOT CORS VRS (Virtual Reference System).

Land surveyed in May and August 2017, under the direction of Jason C. McConnaughey, Professional Surveyor No. 8509, the survey plat of which is referred to as Project No. S17-535 on file in the office of McCarty Associates, LLC, Hillsboro, Ohio, and filed in

Surveyor's Record Volume _____, Plat No. _____ of the Warren County
Engineer's Record of Land Surveys.

All iron pins (set) are 5/8" diameter with 1-1/4" diameter
plastic caps stamped "McCARTY ASSOCIATES".



Jason C. McConnaughey
Jason C. McConnaughey, P.S. 8509

Cincinnati Enquirer

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Notice Publish Date:

Saturday, September 22, 2018

Notice Content

VILLAGE OF SOUTH LEBANON PUBLIC HEARING LEGAL NOTICE Please be advised that a public hearing will be held by the Village of South Lebanon Planning Commission on Wednesday, October 10, 2018 at 6:00 p.m. at the South Lebanon Village Hall, 99 N. High Street, South Lebanon, Ohio, 45065, to address the following issue: Zoning Upon Annexation: 1) From M-1 Light Industrial (unincorporated zoning, Hamilton Township) to the R-3 Planned Unit Development (PUD) Single & Multi Family District for Robert C. Rhein Interests, Inc. (Applicant) for the property known as 727 Grandin Road (64.57 acres, Parcel ID 16-05-100-001). The Applicant is proposing to create 177 single family lots on said property. Upon review and recommendation by the Planning Commission, the matter will be forwarded to the Village Council for further action. The public record is available for inspection during normal business hours, 8:00 AM to 4:30 PM, Monday through Friday, at the Village Hall. Comments may also be submitted in writing to Jerry Haddix, Village Administrator, 99 North High St., South Lebanon, OH 45065 or by email at jhaddix@southlebanonohio.org. CIN,Sep22,'18#3167054

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Staff Report for Irwin Zone Change

Project Description

Robert Rhein Interests has submitted a zone change request for the property located at 727 Grandin Road, South Lebanon, Ohio. The tract is 64.57 acres in size. They are requesting that the property be rezoned from I-1 Light Industrial to R-3 PUD Planned Unit Development. They are proposing to develop a subdivision that will contain 177 lots with designated open space areas.

Parcel Description

The parcel number is 160-5100-0011 and is located in the Little Miami School District and Hamilton Township. The existing house on the property was recently demolished, so the property is currently vacant.

Zoning

The parcel was zoned M-1 – Light Industrial by Hamilton Township. The Village zone most similar to the Township zoning is I-1 Light Industrial which allows for light industrial uses such as light manufacturing establishments which includes manufacturing, compounding, processing, packaging, assembling, or repair and/or servicing. These uses could be the following:

- Appliances and audio-visual equipment devices;
- Candy, confectionary, food, beverages or tobacco products;
- Commercial advertising;
- Computers, data processing equipment, business service equipment and office equipment;
- Cosmetics, pharmaceuticals and toiletries;
- Electrical machinery including equipment and supplies;
- Elevators, escalators, automated parking systems;
- Fountain and beverage dispensing equipment;
- Furniture, household or business furnishings;
- Instruments;
- Metal products and metal finishing;
- Pottery, china or figurines;
- Products from the following previously prepared materials: paper, glass cellophane, leather, feathers, fur, precious or semiprecious metals, hair, horn, shell, tin, steel, wood, plastics, rubber, bone, cork, felt, fibers, yarn, wool or tobacco;
- Textiles;
- Botting or canning;

- Building and related trades;
- Carting, transportation, freight services and terminals;
- Labs;
- Machine shops;
- Printing, publishing and engraving;
- Professional, business or corporate offices;
- Warehouse or wholesale operations.

Existing Requirements I-1 District

- Max height – 45'-0";
- Front Yard – 50'-0";
- Side Yard – 25'-0";
- Rear Yard – 50'-0";
- Min Lot Size – 1 acre;
- Frontage – 150'-0".

Surrounding Zoning Districts

The zoning surrounding the property is as follows: R-3 to the south (Willow Grove Subdivision), R-1 to the west (very south end that is undeveloped and appears to be ROW for Striker Road, R-4 (vacant land) and M-2 to the west (Duke substation), R-1 (Grandin Ridge Subdivision) and M-1 (light industrial buildings) to the north and M-1 to the east (existing industrial building with pond). There are multiple light industrial buildings to the east along Grandin Road until you get close to State Route 48 where it becomes a large retail area.

Existing Conditions

The property is surrounded by subdivisions to the west, south and partially to the north. All of the housing developments and industrial development to the north sit at a higher elevation than this property. The property is heavily vegetated and appeared to gently slope to the middle of the property where the pond/house is located. There is a heavy tree line to the south between this property and the Willow Grove subdivision to the south and to the west near Striker Road and southeast where there is vacant land. Traffic patterns appear to be heavy along Striker Road and Grandin Road.

Proposed Zoning

The developer is requesting to rezone the property to R-3 PUD Planned Unit Development and develop 177 lots with open space. The PUD District (Article 14) requires the following:

- 5-acre minimum. ***The overall plan area is 64.57 acres in size.***
- R-3 zoning – 6,000 sf minimum lot size. ***The proposed lot sizes will be 7,400 sf.***
- Net residential area of 5 acres cannot include open space. ***Net area minus open space still exceeds the 5-acre minimum.***
- PUD setbacks if residential in nature – adjacent to residential (south and west) 40'-0"; adjacent to non-residential (east) 40'-0"; adjacent to Right-of-Way (north) 50'-0". ***Setbacks will need to be shown accordingly on the preliminary development plan.***
- Open space requirement – 20% of area. ***Open space area of 11.6 acres (17.9%) does not meet the minimum requirement of 20% or 12.914 acres. The Planning Commission has the option to waive this requirement.***
- Water areas cannot exceed 50% of the required open space area. ***Water area of 9.2 acres (79%) exceeds the 50% open space area. Lake is shown to be 9.2 acres in size – open space will need to be 18.5 acres in size unless the Planning Commission waives this requirement.***
- Common areas/open space shall be used for amenity or recreational uses or left naturally. ***Open space areas should be usable. Amenities, such as walking trails are quite marketable in new communities and will improve the well-being of the community.***
- Open space shall be conveyed to HOA or other public entity who will maintain the areas.

R-3 Standards

- SF or TF dwellings. ***Single family dwellings are proposed.***
- Minimum size – 6,000 sf. ***Proposed lot sizes will be 7,400 sf.***
- FYSB – 25'-0". ***Proposed front yards will be 30'-0".***
- RYSB – 30'-0". ***Proposed rear yards will be 30'-0". Proposed rear yards to the south and west will need to be 40'-0".***
- SYSB – 6'-0" one side yard with sum of 16'-0" total. ***Proposed side yard setbacks are 6'-0". It is recommended that the 6'-0" and 10'-0" be maintained or increase both to 8'-0" to get that 16'-0" sum.***
- Frontage – 60'-0". ***Proposed lot widths will be 55'-0". It is recommended that they be increased to 60'-0".***
- Max coverage – 40%.
- Height – 35'-0" max.

- Min. Living area – 700 sf. ***It is recommended that you set a minimum sf for the PUD > than 700 sf.***

Recommended Conditions

- Meet all subdivision requirements per Village standards.
- Meet all storm water quality requirements per Village standards and approved by the Village Engineer.
- Provide documentation of traffic analysis for improvements to Grandin Road per the thoroughfare plan/subdivision regulations (turn lanes/dedicate additional ROW).
- Water and sanitary sewer service for this development will be provided by Warren County upon the execution of an agreement the Village and the Warren County Board of Commissioners.
- A stub street should be placed to the east stubbing into the vacant land in the event the adjoining property is developed in a manner compatible with this development.
- The Developer to provide documentation re: the projected price points of the homes in this subdivision and proposed amenities.