



## *Staff Report, Case# 1-25-Z:*

---

### **NATURE OF REQUEST**

The Applicant has applied for a Zone Map Amendment, requesting that one (1) parcel (PIN # referenced below) totaling 37.652 acres be rezoned from Planned Multi-Family Residential Zone Residential (R-3) to Planned Development (PD) to establish a mixed-use project—including residential, commercial, and recreational uses.

### **LOCATION**

The subject property, owned by Winding Creek Estates LLC, is located on the south side of the Old State Route 74 intersection with Olive Branch Stonelick Road. PIN # 373103E062.

Old State Route 74 is a Major Collector 2-lane roadway with a left-turn lane (in the center in this area), and with a traffic volume of approximately 7,213 average daily trips (ADT) in the area of the proposed project. Olive Branch Stonelick Road is Major Collector 2-lane roadway with a left-turn lane (in the center in this area), with a traffic volume of approximately 4,902 average daily trips (ADT) in the area of the proposed project.

### **ZONING**

As referenced earlier in this report, the property involved with this request is currently zoned Planned Multi-Family Residential Zone Residential (R-3). The site is bordered to the north by property zoned Business (B-1) and Industrial (M-1) zoning. The adjacent property to the west and southwest is primarily Single-Family Detached Structure Residential (R-1 for the former and R-2 for the latter direction). To the south, the adjoining property is primarily zoned Planned Development (PD)—with the property to the southeast zoned Estate Residential (ER). To the east (in Batavia Township), the property is zoned Industrial.

## **RELATIONSHIP TO THE UNION TOWNSHIP COMPREHENSIVE PLAN**

The Horizon 2030: Union Township Comprehensive Land Use Plan indicates that the proposal is located within the Olive Branch-Stonelick Corridor, where a significant portion of the property remains vacant, underdeveloped, or is otherwise agricultural in character. The majority of land north of SR 32 within the corridor is zoned Single Family Residential District (R-1), whereas, the southern portion of the corridor is zoned a mix of business and various residential zoning districts—including the recent Redwood Planned Development (PD) District.

The Plan acknowledges that mixed density residential development, high-quality multi-family development, and integrated commercial / residential development may be encouraged where appropriate due to the proximity of existing services and transportation infrastructure.

Furthermore, the Plan specifically recommends buffering, landscaping, and cohesive greenway design to ensure high quality growth and development. Additionally, the Plan calls for planned development zoning (PD) as the preferred development method for the Corridor. Finally, the Plan focuses on the preservation of wooded hillsides and other natural areas—and also calls for the use of appropriate access management strategies in new developments.

## **RELATIONSHIP TO THE UNION TOWNSHIP ZONING RESOLUTION**

**Please refer to Article 6, Sections 680-684 and Section 687 of the Union Township Zoning Resolution with respect to “PD” Planned Development District regulations:**

**680. “PD” Planned Development District.**

The “PD” District’s purpose is to provide sites for business or mixed business/residential developments at appropriate locations in relation to existing and potential land uses; to afford an attractive setting for developments; and to harmonize proposed developments with surrounding land uses. These regulations are established pursuant to authorization under Ohio Revised Code Chapter 519 (2001), as amended, for townships to adopt Planned-unit Development zoning.

**681. Regulation Conflict.**

If a conflict arises between these “PD” regulations or an approved “PD” plan and other sections of this resolution, the “PD” regulations and approved plan shall prevail for land zoned Planned Development District.

**682. Approved Plan Governs Use.**

Land use for any property in the “PD” District shall be consistent with the use, design, and details contained in the approved “PD” plan for that property and any conditions of approval. Other applicable regulations from this resolution, such as nuisance regulations, also apply to “PD” property. Pursuant to an approved plan, allowed uses in the “PD” District may include those stated in the “B-1” and “M-1” Districts, or substantially similar uses as determined by the Zoning Commission and Board of Trustees. Integrated residential use with commercial development may be considered for approval in the “PD” District, with residential density not to exceed that of the “R-1” District.

**683. Procedure to Rezone Property to “PD.”**

1. The property owner may submit an application for a zone change to “PD” Planned Development District to the Union Township Planning & Zoning Department. The application shall contain fifteen (15) copies of the completed form, attachments, a site plan conforming to the “site plan requirements” below, and the required fee.
2. The application shall be processed in accordance with Ohio Revised Code Chapter 519 (2001), as amended.

**684. “PD” Plan Requirements.**

1. All site plans shall contain the elements stated in Section 1131. In addition, the following shall be included on the plan:
  - a. Building lot area coverage percentage.
  - b. Residential density, if applicable.
  - c. Detailed description of façade materials for all proposed structures.
2. The site plan shall contain on the cover the following signature lines to be signed by the property owner and Planning & Zoning Director before a zoning certificate is issued...
3. A separate landscaping page shall be included in the plan, illustrating the following:
  - a. Landscaping over ten percent of the lot area. Detention/retention areas are not considered part of the ten percent requirement.
  - b. Location and description of landscape plantings, groundcover, and specific treatment of any other open spaces
  - c. A ten-foot landscaped buffer yard along any public right-of-way or private street easement. A continuous three-foot grass (or other plant covered) berm or continuous row of three-foot-tall (at planting) shrubs, setback at least three feet from the right-of-way or easement line, shall be provided within the buffer yard.
  - d. A twenty-foot landscaped buffer yard along any adjoining residential zone. The buffer yard must also contain one of the following screening mechanisms:
    - (1) A continuous wood privacy fence at least six feet high and at least one tree four feet tall (at planting) spaced every ten feet on the neighbor’s side of the fence; or
    - (2) A continuous row of evergreens at least six feet tall (at planting), spaced no more than five feet; or
    - (3) A continuous grass (or other plant covered) berm at least five feet tall and at least one tree four feet tall (at planting) spaced every ten feet along the berm crest.
    - (4) If existing natural vegetation is proposed as screening, the landscape plan must provide detail of existing conditions sufficient to show screening equivalent to the above exists, and with sufficient detail for future zoning enforcement purposes.
  - e. Buffer yards must be landscaped and may not contain any other uses. Landscaped detention/retention may be placed in the buffer yard provided it does not interfere with the adjoining property.
  - f. In addition to the ten percent general landscaping requirement, internal planting islands equal to five percent of the entire parking lot area shall be placed within parking lots. The islands shall be dispersed so to break up the pavement expanse. Internal planting islands shall be curbed, and contain a minimum area of one hundred twenty square feet and eight feet of width. At least one shade-type tree a minimum of eight feet tall at installation shall be included for each two hundred square feet of internal planting area. Developments with twenty or fewer total parking spaces are exempt from this requirement.

687. **Supplemental Provisions.**

1. Signage shall be consistent with the nature and scope of the development exclusive of Article 9.
2. Buffer yards, screening, landscaping, vegetation, and all other plan elements shall be in place by the time the Union Township Planning & Zoning Department issues a certificate of occupancy, or at such time as construction substantially ceases, whichever occurs first.
3. The failure to maintain open spaces, hard surfaces, and landscaping in good condition is a violation of the "PD" plan.
4. Forty feet of right-of-way shall be dedicated for all properties fronting on public streets. The forty feet of right-of-way is "half" right-of-way, i.e., measured from the center of the road. By specific motion, the Zoning Commission or Board of Trustees may exempt a development from this requirement if appropriate. If total right-of-way equals eighty feet or more, no additional right-of-way shall be required unless necessary for special circumstances or improvements.
5. Prior to issuance of a zoning certificate, the property owner shall provide to the Planning & Zoning Department copies of executed and recorded cross easements to all adjoining property owners that share a common street frontage (public or private) with the "PD" property. The cross easements shall allow, at a minimum, use by automobile and delivery vehicle traffic. The general location of the cross connections shall be shown on the "PD" plan. By specific motion, the Zoning Commission or Board of Trustees may waive this requirement if appropriate. The requirement is waived automatically if a publicly dedicated frontage road serves both the development and adjoining properties.
6. Prior to issuance of a zoning certificate, the Applicant shall record all necessary plats consolidating, dividing, and dedicating right-of-way consistent with the boundaries represented on the "PD" plan and/or conditions or approval.
7. Any exterior pole lighting, canopy lighting, or similar lighting shall be flat lens design and shielded so that all light is down directed. Sag lens lighting is prohibited. Where the "PD" property adjoins or is within one hundred fifty feet of a residential zone, lighting shall be directed away from the residential property. Any building mounted lighting shall contain shields directing lighting downward preventing spillover onto adjoining property. If within fifty feet of a residential zone, building mounted lighting facing the residential property (other than recessed soffit mounted lights) shall be installed no higher than four feet from grade.
8. Parking requirements shall comply with Article 8, Off-Street Parking and Loading Regulations, unless otherwise modified in the plan. A justification note shall accompany any modification on the plan.
9. Building lot area coverage may not exceed thirty-five percent and building height may not exceed seventy-five feet.
10. Minimum building separation shall be maintained in accordance with fire and building codes. The number of buildings per lot, minimum setbacks (except for residential and right-of-way buffer yards), and minimum lot size are otherwise variable for the "PD" District.
11. The Applicant shall make available in advance of any hearing by the Zoning Commission the results of any site distance or traffic study requested by the Clermont County Engineer. The Applicant shall also provide confirmation from the appropriate governmental agency showing resolution of any issues raised pertaining to the development. Failure to provide this information in adequate time or advance review by Zoning Commission members may be grounds for denial of the application.
12. The standards and conditions stated in these regulations are minimums. The Planning & Zoning Director, Zoning Commission, and Board of Trustees may impose higher standards if warranted based upon the unique circumstances of a given development.
13. No construction shall proceed prior to the issuance of a zoning certificate. No property shall be used or occupied prior to issuance of a certificate of occupancy endorsement from the Union Township Planning & Zoning Department.
14. The Board of Zoning Appeals is without authority to alter or amend "PD" plans.

## **BACKGROUND**

This property was rezoned from R-1 (Residential) to R-5 (Planned Residential District) in 1990, along with two (2) other adjacent parcels to the southwest. The preliminary plan for this particular Zone Map Amendment involved a multi-phase residential development that consisted of 522 single-family units on approximately 173 acres, with significant green space to be included and preserved. *The two (2) parcels to the southwest are now a part of the Shayler Crossing Subdivision (with the affected area primarily platted between 1998-2004).* The subject parcel involving the current, proposed project, tentatively called “Shawnee Station,” has remained undeveloped and the development plans for this property have expired. Ultimately, the R-5 zoning designation was also changed to R-3 in the early 1990’s (when the Township consolidated zoning districts and eliminated the R-5 zoning district).

## **STAFF REVIEW & ANALYSIS**

The Applicant’s proposal involving mixed density residential development and integrated commercial / residential development appears to meet the objectives of the Horizon 2030: Union Township Comprehensive Land Use Plan’s Future Land Use Policies and Recommendations for the Olive Branch-Stonelick Corridor; however, there are components of the proposed recreational (golf course) use that raise compatibility concerns. In particular, there are concerns with respect to the proposed lighting associated with the planned public golf course: 1) the proposed light to be emitted at or near the property lines and road rights-of-way; and 2) the proposed hours of operation in the evenings.

The proposed single-family development in the southwestern area of the project (*41 single-family detached homes on 17.81 acres, included the open space to be preserved*), which is planned to be accessed via an extension of Woodchase Trail, is initially intended to match the size and character of the adjacent lots in the Shayler Crossing Subdivision. Moving northeast further into the proposed Woodchase Trail extension area, the lots are planned to be reduced in size from approximately 9,375 square feet to 6,875 square feet—with the minimum lot widths also reducing from 75 feet to 55 feet. Although clustered together in a denser manner, when including the proposed “open space” area (which is intended to be preserved after any / all necessary grading work is complete), the resulting density of the single-family development portion of the project is 2.30 units per acre—which appears to be very comparable to the most adjacent section of the Shayler Crossing Subdivision (2.32 units per acre). Woodchase Trail is also intended to be built to the same road specs / standards that are currently in place, in terms of right-of-way and street width, sidewalks. Conversely, the proposed cul-de-sac for Woodchase Trail as well as Shawnee Trail only involve 40-foot radii, and the total length of the dead-end street would exceed 900 feet—requiring relief and approval from the County Engineer’s Office.

Within the proposed single-family development area, there is an area identified on the current plans as being within “approximate limits of existing wetland – mitigation permitting to be reviewed.” The potential wetland area affects lots 18 and 27-30—and could also impact the proposed roadway to the northeast of this area as well as the other lots to the northeast of the aforementioned lots. When Township staff contacted the Applicant’s rep, staff was informed that this issue is not intended to be addressed until or unless the zoning has been approved (to allow the preliminary plan to move forward to the engineering and construction stages).

In terms of the proposed single-family attached / condo area of the project, which is to the northeastern portion of the property that abuts (and continues into) Batavia Township, there are 3 buildings (28 single-family attached / condo units total on 3.81 acres, resulting in a density of 7.34 dwelling units per acre) planned in the Union Township area: two (2) buildings of seven (7) units and one (1) building of fourteen (14) units. There are five (5) buildings of fourteen (14) units planned within Batavia Township (resulting in an additional 70 single-family attached / condo units). The proposed streets serving this portion of the project are intended to be private streets, and would be narrower in right-of-way width (by 12 feet) and would also involve 40-foot radii—requiring relief and approval from the County Engineer’s Office. *\*\*The overall density of the proposed project, in Union Township’s area, is 3.19 dwelling units per acre (69 dwelling units on 21.62 acres).*

The proposed building elevations and renderings for both the single-family and the single-family attached / condo areas of this project appear to be in-line with the Comprehensive Land Use Plan’s Future Land Use Policies and Recommendations for the Olive Branch-Stonelick Corridor—with a sufficient use of traditional, high-quality building materials. Although the proposed front and rear setbacks for the proposed single-family portion of the development are consistent with the adjacent Single-Family Detached Structure Residential (R-2) uses (30 feet for both), the proposed side yards are 2.5 feet less than those found in the R-2 zoning district (10 feet). Additionally, there is a requested relief to allow for decks and / or patios to be permitted within the rear setback area—except the lots that abut the Shayler Crossing Subdivision, which require a 20-foot landscaping / vegetation preservation area (allowing no decks, patios, or other structures in the rear yard areas of these lots).

Although a landscaping plan has been introduced, staff proposes that existing vegetation that may be disturbed in the southwestern portion of the project (adjacent to the Shayler Crossing Subdivision) be replaced with high-quality, reasonably mature vegetation. Additionally, some additional landscaping may be needed (or may need to be replaced) in other areas—such as other disturbed areas, street trees, additional dumpster areas, etc. In general, staff finds that a riparian corridor along Shayler Run should be established in a manner that is consistent with the Clermont County’s Soil and Water Conservation District’s standard recommendations—and that all efforts should be directed to preserve the existing grade(s) and land cover near the aforementioned stream as well as any area that contains mature, healthy, high-quality plants and habitat area. Finally, staff finds that efforts must be made to preserve wooded hillsides and other natural areas, maintain and / or provide positive drainage away from existing development, and keep well clear of any / all identified easements—consistent with the Comprehensive Plan.

There is an HOA document that has been submitted as part of the Applicant's statements and enclosures, which sets forth the intended maintenance measures for the development area(s).

At present, the current remaining technical questions and issues are set forth in the "Recommended Modifications" section of this report.

### **ZONING COMMISSION RECOMMENDATION:**

The Union Township Zoning Commission met on January 22<sup>nd</sup>, 2025 to review this request for a zoning map amendment. At that time, the Zoning Commission voted (unanimously) to approval of the Applicants' request to the Board of Trustees, with respect to a rezone of the subject property from *Planned Multi-Family Residential Zone Residential (R-3) to Planned Development (PD)*. The recommended modifications to this proposal forwarded to the Board of Trustees are as noted below, consistent with staff's recommended modifications in its report. \*Please refer to the "MOTION FOR CASE # 1-25-Z", which is included as an attachment to the end of this report.

### **MOTION FOR CASE # 1-25-Z**

Union Township Zoning Commission – January 22<sup>nd</sup>, 2025

#### **Motion from Mr. Louis:**

#### **Regarding case 1-25-Z applicant MER Development LLC parcel number 373103E062.**

"The Zoning Commission finds that the submitted PD application and zone change request is consistent with the Horizon 2030 Land Use Plan—but does not meet all of the Plan Development application requirements for a PD District plan. Therefore, this Commission recommends that a plan be submitted and approved contingent upon adherence to the noted modifications as specified in this motion. All required supplemental information and plan modifications must be completed and submitted to the Planning Director no later than one week prior to the Trustees hearing of this case. The findings of fact for this case are: The subject property is located within the Olive Branch-Stonelick Corridor, which is a transitional corridor with natural features, such as hills, slopes and streams. This area is ideal for mixed-use residential and commercial development, depending on its position relative to State Route 32. Planned Development Zoning is the preferred development method for this Corridor. The required modifications are: *All recommended staff modifications as presented in this meeting are included in this motion. In addition, considering the residential nature of the area surrounding the proposed development, the operational hours of the golf course shall be limited to daylight hours only. Specifically, from one hour after sunrise to one hour before sunset. Also, in addition, lots 1 through 10 and 35 through 41 presented in the site plan fronting Shawnee Trail are recommended to have 75-foot lot frontage.* This completes the motion."

## **RECOMMENDED MODIFICATIONS**

If the Board should choose to forward a favorable recommendation to this PD Zone Map Amendment request, staff recommends that these additional items be modified and / or otherwise be adequately addressed prior to final Township action:

- 1) The Applicants would need to address any concerns of the County Engineer (*regarding access points and proposed road designs*), Clermont County's Soil and Water Conservation District (*regarding setbacks from the Shayler Run stream riparian corridor and strategies to minimize clearing and grading*), Clermont County Water & Sewer District, Clermont County Building Department (*including stormwater management*), the Union Township Fire Department, and / or other regulatory agencies having jurisdiction over the proposed development—*including those involving wetland mitigation*—prior to any final Township action.
- 2) A lighting / photometric plan for the proposed site has been submitted. All lighting would need to be noted as “inward or downward directed and shielded, dark-sky compliant” and of sufficient intensity to illuminate without projecting onto the adjoining residential property (i.e. less than or equal to 1.0-foot candle at the property lines and road right-of-way). \**Details / specs of proposed lighting must be provided; however, this is an item that can be addressed administratively by staff.*
- 3) Staff finds that an updated, enhanced landscaping plan would need to be submitted to address existing vegetation that may be disturbed in the southwestern portion of the project (adjacent to the Shayler Crossing Subdivision) as well as other significantly disturbed areas, street trees, additional dumpster areas, etc. *This is an item that can be addressed administratively by staff.*
- 4) Staff finds that the Applicant would need to acknowledge that all grading, access, and proposed road and building improvements would be keep well clear of any / all identified easements.
- 5) The Applicant would need to provide consistent notations on updated, final plans to acknowledge a “20-foot landscaping / vegetation preservation area”—allowing no decks, patios, or other structures in the rear yard areas of the proposed lots that would be intended to abut the existing lots in the Shayler Crossing Subdivision.
- 6) There does not appear to be any signage proposed at this time. However, for future reference, any / all free-standing signage would be limited to monument signage, capped at a height of not more than 10' from finished grade, subject to administrative review and approval.
- 7) As of January 15<sup>th</sup>, 2025, there are several other administrative items related to the Site Plan requirements set forth in Article 11, Section 1131 of the Union Township Zoning Resolution that would also ultimately need to be addressed, prior to the issuance of a subsequent (new commercial) zoning permit by the staff. This item includes, but is not limited to: dumpster details and screening, adjacent parcel information, right-of-way and easement locations to be conspicuously noted and shown, a fence detail, etc.

- 8) Staff also recommends a vegetated buffer of 25 feet from the top of the stream bank of Shayler Run on both sides of the creek, based on preliminary feedback from County Soil & Water Cons. Reps.

**ACTION REQUIRED**

In accordance with Sections 680-687 of the Zoning Resolution, the Zoning Commission's role in this process is to either enter a motion to recommend approval, approval with some modification(s), or denial of the Applicant's request to rezone the subject property, as submitted.

Application to the  
UNION TOWNSHIP  
ZONING COMMISSION  
4350 Aicholtz Road  
Cincinnati, OH 45245  
(513) 753-2300

Case# \_\_\_\_\_

Date \_\_\_\_\_

**APPLICATIONS CONTAINING INCOMPLETE INFORMATION WILL BE RETURNED.**  
**PLEASE SUBMIT 15 COPIES OF THE APPLICATION & ALL SUPPORTING DOCUMENTS (ORIGINAL SET +14)**

**I. PROPERTY INFORMATION**

Property located at\* 1367 Old SR 74 Batavia OH 45103

\*State full address if assigned, otherwise, describe location specifically.

Clermont County Auditor's Tax Parcel Number (PIN#) 373-103-1E-062

Additional parcel numbers (if applicable)\* \_\_\_\_\_

\*If rezoned, all parcels comprising the development must be consolidated before a zoning certificate will be issued.

**II. APPLICANT INFORMATION**

A. Name\* MER Land Develop LLC Phone 513 616-7708

Mailing Address P.O. Box 43121 Cincinnati OH 45243

\*Applicant must be the owner or lessee of the property (R.C. 519.12(A)). An original affidavit contained in Section V below must be executed and submitted by least one owner or lessee of each parcel contained in this application.

B. Contact Person Robert Gerin Phone 513 616-7708

Company MER Land Develop LLC

Relationship to Applicant \_\_\_\_\_

Mailing Address P.O. Box 43121 Cincinnati OH 45243

**III. AMENDMENT INFORMATION**

A. If the amendment proposes to alter the text of the Zoning Resolution, attach:

1. Typed description of why the amendment is appropriate.
2. Typed copy of the text as it would appear in the Resolution (also identifying

stricken language).

3. Application fee as established by the Township Trustees.
- B. If the amendment proposes to alter the zoning map, attach:
  1. List, for each parcel to be rezoned, the owner's name as it appears on the Clermont County auditor's current tax list, the Clermont County auditor's tax parcel number, and the property address.
  2. List of adjacent property owners (see attached form).
  3. Photocopy of tax map with subject property highlighted.
  4. Legal description of property (see deed).
  5. Development plans.
  6. Application fee as established by the Township Trustees.

#### IV. SUPPORTING INFORMATION

A. Existing Zoning District R-3  
Existing Land Use Vacant  
Proposed Zoning District PD  
Proposed Land Use Mixed Use

B. Does the proposed zoning district conform to the Union Township Land Development Plan?

X YES            NO

C. If the proposed zoning district **DOES NOT** conform to the Union Township Land Development Plan, what physical, social, economic, and/or other changes have occurred that were not anticipated when the Union Township Land Development Plan was adopted? (Attach factual data to support the arguments).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. How is the proposed zoning district appropriate considering surrounding zoning and land use?

Single Family Residential

V. AFFIDAVIT

I hereby depose and say that I have familiarized myself with the rules and regulations of the Union Township Zoning Resolution with respect to preparing this application. I hereby certify that I have read the foregoing document and supplements attached thereto and that I have answered all questions fully and to the best of my ability. I hereby attest to the truth and exactness of the information supplied herewith and that I am the owner or lessee of the property to be rezoned.

R. F. E. S.  
\_\_\_\_\_  
Applicant\*

\*If the property is owned by a corporation or partnership, signator must be an authorized officer or partner.

STATE OF OHIO Hamilton  
COUNTY OF Hamilton

Subscribed and sworn to before me this 12<sup>th</sup> day of December, of this year  
2024.

Tonya M Sommer  
\_\_\_\_\_  
Notary Public

My commission expires 5/2/28





December 16, 2024

MER Land Development LLC proposes developing 37.65 acres of undeveloped acreage in Union Township in conjunction with 19.07 acres in Batavia Township. The development would be called Shawnee Station. The site is currently zoned Multi Family and we are proposing a PUD that would allow for 28 condos, 7 holes of a lighted Public Golf course and 41 single family homes. The Batavia township property would be developed at the same time would include 70 condos and the balance of the par 3 course, a lighted driving range and Clubhouse. There would be a main entrance at the intersection of Old SR74 at Stonelick Olive Branch Rd.

The condos will feature 3 story single story living with single car garages and will start in the \$275,000. Empty nestor home buyers will the target market and will feature walk outs and views looking out over the golf course. The golf course will work along a beautiful creek that meanders throughout the property and features several holes playing over the creek, holes that play over and around a old railroad line, and a hole that has a natural island green. The driving range would have heated driving bays and grass tees. The driving bays would offer TopTracer Technology that enables a customer data of each shot stuck. The data would include distance, height, side spin, back spin, and roll. Toptracer also features a simulation of famous golf courses for a oncourse simulated experience. The golf course Clubhouse would have a proshop, grill, bar with liquor license, event space, and locker room facilities.

- A) Shawnee Station will be a distinctive PUD incorporating a commercial and residential component creating a unique amenity to the Union Township community.
- B) The new development would offer condominium homes and single family homes to offer a variety of housing options. These options would offer single story condo living and 1 st floor primary bedrooms to target emptor nestor buyers. The golf course amenity will be a fabulous addition to not only this new community Shawnee Station but to Batavia, Union Township and the entirety of Clermont County. The incredible design of the golf course amongst the lows of the property allows for the high ground to be the condos. Each of the condos will have walk outs and decks that will look upon the golf course. A truly innovative design that will make for this development to be truly unique experience.
- C) The Golf Course Amenity is taking advantage and maintaining open space for the residential portion of the community. The course will be maintaining the beautiful

creek that meanders through the property and incorporating this natural beauty for all to enjoy.

- D) Shawnee Station will maintain and take advantage of the natural topography to provide enhanced condo locations. The golf course repeatedly uses the topography to enhance the golfing experience with vistas looking out upon the course. The forested areas of the property will be maintained for the golfing experience and will provide buffering for the residential components.
- E) The design of Shawnee Station in Batavia Township incorporates one main street in off of Old SR 74 to access the condos which makes for efficient development costs and limited clearing of the property.
- F) Shawnee Station may be able to offer wind and solar energy generation within the golf course boundaries over the years to come as the community becomes developed. In particular the solar power maybe available to power the lighting on the golf course.
- G) There is small wetland area between lots 18,28,29,30. This area encompasses .60 acres and we plan on doing a wetland delineation to determine the best path forward for these lots.
- H) Lots 23 and 24 will have a smaller buildable footprint due to the power line easement and cul de sac.
- I) The manufacturer representative will be presenting the equipment and the layout and will be available to answer questions at the hearing. The proposed hours of operation for the golf course will be 8 am to 10pm. The driving range and clubhouse will be open 12 months and the golf course will be open march 15<sup>th</sup> till dec 1. The lighting for the golf course will only be necessary as daylight is reduced in the spring and fall. The expected rounds of golf would be 20,000 – 25,000 rounds a year and the estimated driving range uses is 30,000 to 35,000 a year.

Sincerely,



Robert F. Gerwin II  
MER Land Development LLC

 <b>First American Title</b>		<b>Owner's Policy of Title Insurance</b>
ISSUED BY		
<b>First American Title Insurance Company</b>		
<b>Owner's Policy</b>	POLICY NUMBER	<b>5011439-0066962e</b>

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**

For Reference:

File #: 806-01-001-3



  
Dennis J. Gilmore  
President

  
Timothy Kemp  
Secretary

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

Copyright 2008-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy.
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association

("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**

*First American Title Insurance Company*

Owner's Policy Form  
**Schedule A**

**File No:** 80601001-3 **Policy Number:** 5011439-0066962e

**Amount of Insurance:** \$500,000.00

**Date of Policy** July 2, 2013 at 11:53 am

1. Name of Insured:

**Winding Creek Estates, LLC, an Ohio limited liability company**

2. The Estate or Interest in the land which is covered by this policy is:

**Fee Simple**

3. Title is vested in:

**Winding Creek Estates, LLC, an Ohio limited liability company, who took title by Executor's Deed recorded on July 2, 2013 in Official Record Book 2464, Page 1419, Clermont County, Ohio Clerk's Records.**

4. The Land referred to in this policy is described as follows:

**See Attached Exhibit "A"**

**Firehouse Title Agency, Inc.**

By: Teri M. Hopper-Fletcher  
Teri M. Hopper-Fletcher

**First American Title Insurance Company Insurance Fraud Warning:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**EXHIBIT "A"**

**SEE ATTACHED**

**Exhibit "01"**  
November 21, 2008  
Description of Property  
0.4601 acre

*Situated Darby's Military Survey No. 2058, Union Township, Clermont County, Ohio and being more particularly described as follows;*

*Beginning at a set 5/8" iron pin at the intersection of the north line of Old State Route No. 74 and the west line of Relocated Olive Branch - Stonelick Road and the east line of Winding Creek Blvd. (N-399573.71, E-1477649.61);*

*thence with said east line of said Winding Creek Blvd. for the following three (3) courses, along the arc of a curve to the right for a distance of 40.70', said curve having a radius of 32.00', a central angle of 72°51'51", and a long chord bearing North 28°50'21" West for a distance of 38.01' to a set 5/8" iron pin;*

*thence North 7°35'34" East, a distance of 234.16' to a set 5/8" iron pin;*

*thence along the arc of a curve to the left for a distance of 230.66', said curve having a radius of 848.51', a central angle of 15°34'32" and a long chord bearing North 0°11'42" West for a distance of 229.95' to a set 5/8" iron pin;*

*thence along the arc of a curve to the left for a distance of 68.94', said curve having a radius of 333.89', a central angle of 11°49'49" and a long chord bearing South 54°48'07" East for a distance of 68.82' to a set 5/8" iron pin;*

*thence along the arc of a curve to the right for a distance of 63.85', said curve having a radius of 45.00', a central angle of 81°17'34" and a long chord bearing North 20°04'14" West for a distance of 58.63' to a set 5/8" iron pin;*

*thence along the arc of a curve to the left for a distance of 216.56', said curve having a radius of 931.47', a central angle of 13°19'16" and a long chord bearing South 13°54'55" West for a distance of 216.08' to a set 5/8" iron pin;*

*thence South 7°15'17" West, a distance of 175.68' to a set 5/8" iron pin;*

*thence along the arc of a curve to the right for a distance of 22.99', said curve having a radius of 20.00', a central angle of 65°51'36" and a long chord bearing South 40°11'05" West for a distance of 21.74' to the POINT OF BEGINNING;*

*said described tract containing 0.4601 acres, subject to all legal highways, easements and restrictions of record.*

*Being a part of the land of W. Thomas Nickell as described in Deed Book 727, Page 631 of the Clermont County Recorder's Office, and being Clermont County Auditor's Parcel No. 373103E265.*

*Bearings based upon Grid Bearings, Ohio State Plane Coordinate System, South Zone.*

*The above described parcel is a result of a field survey by Gary Phillip Nichols, Ohio Professional Surveyor No. 6657, as performed in November, 2008.*

**Exhibit "Q"**  
November 21, 2008  
Description of Property  
Cu-6208  
2.4380 acres

*Situated Darby's Military Survey No. 2058, Union Township, Clermont County, Ohio and being more particularly described as follows;*

*Beginning at a set 5/8" iron pin at the intersection of the north line of Old State Route No. 74 and the east line of Relocated Olive Branch – Stonelick Road (N-399554.88, E-1477781.35); thence with said east line for the following three (3) courses, North 7°24'03" East, a distance of 200.00' to a set 5/8" iron pin;*  
*thence North 82°35'57" West, a distance of 21.74' to a set 5/8" iron pin;*  
*thence along the arc of a curve to the right for a distance of 948.48', said curve having a radius of 831.47', a central angle of 65°21'33", and a long chord bearing North 40°12'54" East for a distance of 897.89' to a set 5/8" iron pin in the line of James R. & Marlene Cole, Trustees;*  
*thence with said Cole, South 43°21'45" East, a distance of 76.44' to a set 5/8" iron pin, corner of Olive Branch Cemetery;*  
*thence with said Cemetery, South 46°07'03" West, a distance of 229.20' to a found 1/2" iron pin, corner of Roy & Irma Gaddis;*  
*thence with said Gaddis for the following three (3) courses, South 79°03'45" West, a distance of 267.02' to a set 5/8" iron pin;*  
*thence South 7°34'03" West, a distance of 360.79' to a set 5/8" iron pin;*  
*thence South 8°40'57" East, a distance of 86.00', corner of Ruth P. Hayden, witnessed by a found 1/2" iron pin bearing North 23°10' West, a distance of 0.38';*  
*thence with said Hayden for the following two (2) courses, North 82°35'57" West, a distance of 100.00' to a set 5/8" iron pin;*  
*thence South 7°24'03" West, a distance of 200.00' to a set 5/8" iron pin in the north line of Old State Route No. 74;*  
*thence with said north line, North 82°35'57" West, a distance of 50.00' to the POINT OF BEGINNING;*  
*containing 2.4380 acres, subject to all legal highways, easements and restrictions of record.*

*Being a part of the land of W. Thomas Nickell as described in Deed Book 727, Page 631 of the Clermont County Recorder's Office, and being Clermont County Auditor's Parcel No. 373103E265.*

*Bearings based upon Grid Bearings, Ohio State Plane Coordinate System, South Zone.*

*The above described parcel is a result of a field survey by Gary Phillip Nichols, Ohio Professional Surveyor No. 6657, as performed in November, 2008.*

File CU6208(2.43a).doc

3  
**EXHIBIT "4"**  
**Description of Property**  
**13.4345 acres**

*Situated In Darby's Military Survey No. 2058, Union Township, Clermont County, Ohio and being more particularly described as follows;*

*Beginning at a set 5/8" Iron pin at the intersection of the northwest line of Relocated Olive Branch - Stonelick Road and the northeast line of Winding Creek Blvd. (N-400104.62, E-1477798.54);*

*thence with the northeast line of Winding Creek Blvd. for the following five (5) courses, along the arc of a curve to the right for a distance of 72.79', said curve having a radius of 45.00', a central angle of 92°40'24", and a long chord bearing South 75°45'49" West for a distance of 65.11' to a set 5/8" iron pin;*

*thence along the arc of a curve to the right for a distance of 179.77', said curve having a radius of 273.89', a central angle of 37°36'24", and a long chord bearing North 39°05'47" West for a distance of 176.56' to a set 5/8" iron pin;*

*thence South 69°42'25" West, a distance of 0.03';*

*thence along the arc of a curve to the left for a distance of 327.54', said curve having a radius of 848.51', a central angle of 22°07'01" and a long chord bearing North 29°55'34" West for a distance of 325.51' to a set 5/8" iron pin;*

*thence North 40°59'04" West, a distance of 173.76' to a set 5/8" iron pin;*

*thence leaving said Winding Creek Blvd., with the lines of D & D Design Concepts, Inc. for the following four (4) courses, North 49°00'57" East, a distance of 168.00' to a set 5/8" iron pin;*

*thence North 40°59'03" West, a distance of 259.29' to a set 5/8" iron pin;*

*thence North 49°00'56" East, a distance of 27.32' to a found 1/2" iron pin;*

*thence North 2°09'48" East, passing a set 5/8" iron pin at the south line of State Route No. 32, at a distance of , a total distance of 271.54' to the centerline of State Route No. 32;*

*thence with said centerline, South 87°52'01" East, a distance of 330.30';*

*thence leaving said centerline, with the line of James R. & Marlene Cole, Trustees for the following three (3) courses, South 31°55'19" East a distance of 145.91', witnessed by a found 5/8" iron pin bearing North 31°55'19" West for a distance of 1.27';*

*thence South 44°00'15" East, a distance of 188.50' to a set 5/8" iron pin;*

*thence South 43°21'45" East, a distance of 606.12' to a set 5/8" iron pin in the northwest line of said Olive Branch - Stonelick Road;*

*thence with said northwest line, along the arc of a curve to the left for a distance of 657.94', said curve having a radius of 931.47', a central angle of 40°28'14" and a long chord bearing South 49°39'44" West of 644.35' to the POINT OF BEGINNING;*

*containing 13.4345 acres, subject to all legal highways, easements and restrictions of record.*

*Being a part of the land of W. Thomas Nickell as described in Deed Book 727, Page 631 of the Clermont County Recorder's Office, being 8.4933 acres of Clermont County Auditor's Parcel No. 373103E265. and 4.9412 acres in Parcel 413103B169.*

*Bearings based upon Grid Bearings, Ohio State Plane Coordinate System, South Zone.*

*The above described parcel is a result of a field survey by Gary Phillip Nichols, Ohio Professional Surveyor No. 6657, as performed in November, 2008.*

*4*  
Exhibit "A"

November 21, 2008  
Description of Property  
13.0809 acres

Situated Darby's Military Survey No. 2058, Union Township, Clermont County, Ohio and being more particularly described as follows;

Beginning at a set 5/8" iron pln at the intersection of the north line of Old State Route No. 74 and the west line of Winding Creek Blvd. (N-399588.63, E-1477524.00); thence with said north line of Old State Route No. 74 for the following three (3) courses, North 82°28'28" West, a distance of 75.88' to a set 5/8" iron pln; thence North 82°20'31" West, a distance of 36.57' to a set 5/8" iron pln; thence North 81°06'26" West, a distance of 120.41' to a set 5/8" iron pln, corner of Frank M. & Aileen Heflen; thence with said Heflen for the following two (2) courses, North 49°07'03" East, a distance of 163.68' to a set 5/8" iron pln; thence North 40°52'57" West, a distance of 171.00', to the line of Lori A. Evans, witnessed by a found 5/8" iron pln bearing North 42°10' West, a distance of 0.56'; thence with the line of said Evans and Lena Beckman, North 49°07'03" East, a distance of 212.00' to a set 5/8" iron pln; thence continuing with the lines of said Beckman for the following two (2) courses, North 40°52'57" West, a distance of 227.50' to a set 5/8" iron pln; thence South 49°07'03" West, a distance of 190.00', corner of Robert M. Witt; thence with said Witt, North 40°52'57" West, passing a found 1/2" iron pipe at a distance of 15.66', a total distance of 227.50' to a found 1/2" pipe in the line of James D. Fraley; thence with the lines of Fraley, North 48°45'03" East, a distance of 160.98' to a found 1/2" iron pln; thence continuing with said Fraley and Matthew B. Sullivan, North 40°58'30" West, a distance of 515.51' to a set 5/8" iron pln; thence with said Sullivan and Mont. & Gail Adams, North 20°05'30" West, a distance of 172.91' to a set 5/8" iron pln; thence with said Adams for the following two (2) courses, North 14°00'31" West, a distance of 90.38' to a set 5/8" iron pln; thence North 83°15'01" West, a distance of 168.70' to a found 1/2" iron pln in the line of Janet H. Snelling; thence with said Snelling, North 31°05'59" East, a distance of 108.75' to a found 1/2" iron pln, corner of Snelling; thence crossing State Route No. 32, North 17°08'01" West, a distance of 196.56' to the centerline of said State Route No. 32; thence with said centerline, South 87°52'01" East, a distance of 448.25'; thence leaving said centerline, with the west line of Winding Creek Blvd for the following fourteen (14) courses, South 2°09'48" West, passing a set 5/8" iron pln at a distance of 141.26', a total distance of 172.12' to a set 5/8" iron pln; thence along the arc of a curve to the left for a distance of 10.15', said curve having a radius of 286.75', a central angle of 2°01'40" and a long chord bearing South 1°32'41" West for a distance of 10.15' to a set 5/8" iron pln;

thence North  $89^{\circ}39'39''$  West, a distance of 15.01' to a set 5/8" iron pin;  
thence South  $0^{\circ}20'21''$  West, a distance of 64.66' to a set 5/8" iron pin;  
thence South  $89^{\circ}47'48''$  East, a distance of 22.16' to a set 5/8" iron pin;  
thence along the arc of a curve to the left for a distance of 65.83', said curve having a radius of 286.75', a central angle of  $13^{\circ}09'14''$  and a long chord bearing South  $19^{\circ}03'44''$  East for a distance of 65.69' to a set 5/8" iron pin;  
thence along the arc of a curve for a distance of 95.69', said curve having a radius of 348.31', a central angle of  $15^{\circ}44'26''$  and a long chord bearing South  $33^{\circ}06'51''$  East for a distance of 95.39' to a set 5/8" iron pin;  
thence South  $40^{\circ}59'04''$  East, a distance of 515.64' to a set 5/8" iron pin;  
thence along the arc of a curve to the right for a distance of 295.61', said curve having a radius of 788.51', a central angle of  $21^{\circ}28'48''$ , and a long chord bearing South  $30^{\circ}14'40''$  East for a distance of 293.88';  
thence along the arc of a curve to the right for a distance of 372.91', said curve having a radius of 788.51', a central angle of  $27^{\circ}05'50''$  and a long chord bearing South  $5^{\circ}57'21''$  East for a distance of 369.45' to a set 5/8" iron pin;  
thence South  $7^{\circ}35'34''$  West, a distance of 52.09' to a set 5/8" iron pin;  
thence South  $21^{\circ}05'19''$  West, a distance of 51.42' to a set 5/8" iron pin;  
thence South  $7^{\circ}35'34''$  West, a distance of 132.46' to a set 5/8" iron pin;  
thence along the arc of a curve to the right for a distance of 50.17', said curve having a radius of 32.00', a central angle of  $89^{\circ}50'00''$ , and a long chord bearing South  $52^{\circ}30'34''$  West for a distance of 45.19' to the POINT OF BEGINNING;  
containing 13.0809 acres, subject to all legal highways, easements and restrictions of record.

Being a part of the land of W. Thomas Nickell as described in Deed Book 727, Page 631 of the Clermont County Recorder's Office, being 5.7611 acres in Clermont County Auditor's Parcel No. 373103E265, and 5.1929 acres in Parcel 413103B169, and all of the land of W. Thomas Nickell as described in Deed Book 781, Page 318 of the Clermont County Recorder's Office, being 2.1269 acres in Clermont County Auditor's Parcel No. 413103B236.

Bearings based upon Grid Bearings, Ohio State Plane Coordinate System, South Zone.

The above described parcel is a result of a field survey by Gary Phillip Nichols, Ohio Professional Surveyor No. 6657, as performed in November, 2008.

File CU6208(13.09a).doc

*Exhibit "A"*  
*Description of Property*  
*37.6517 acre*

*Situated In Darby's Military Survey No. 2058, Union Township, Clermont County, Ohio and  
being more particularly described as follows;*

*Beginning at a set magnall in the centerline of Old State Route No. 74, (N-399535.34, E-  
1477707.04) at the intersection of the centerline of relocated Olive Branch-Stonelick Road,  
thence with the centerline of said of State Route No. 74 for the following two (2) courses,  
South 82°37'24" East, a distance of 349.71' to a set magnall;*

*thence North 85°04'16" East, a distance of 310.39' to a set magnall at a corner to Pebble  
R. Humphries;*

*thence leaving said centerline, with the line of Humphries, South 20°26'50" East, passing  
a set 5/8" iron pln at a distance of 32.97', a total distance of 345.31' to a found post, corner to  
Meredith P. Back;*

*thence with the line of Back, South 18°01'43" East, a distance of 448.34' to a set 5/8" iron  
pln at the remains of an old post in the line of the Rotary Foundation of Cincinnati;*

*thence with said Rotary, South 57°47'51" West, a distance of 1384.39' to a found iron  
pin, corner to Glennie Caswell, Trustee;*

*thence with the line of Caswell for the following two (2) courses, South 61°56'51" West, a  
distance of 50.05' to a set 5/8" iron pln;*

*thence, South 64°38'51" West, a distance of 609.78' to a set 5/8" iron pln in the line of Helen  
Chirco, Trustee;*

*thence with the line of Chirco, and the Drees Co., North 39°07'50" West, a distance of  
1050.38' to a found 1/2" iron pln, corner to Lot 27 of the Replat Of Homestead Hills Subdivision as  
recorded in Plat Cabinet 4, Page 245 of the Clermont County Recorder's Office;*

*thence with the lines of Lot 27, the southeast terminus of Rondo Lane and Lot 28 of said  
subdivision, North 49°29'25" East, a distance of 402.79' to a found 1/2" iron pin, corner to Lot 29 of  
Replat Lots 23, 24 Homestead Hills Subdivision No. 2 as recorded in Plat Cabinet 12, Page 92 of  
said Recorder's Office;*

*thence with the lines of said Lot 29 for the following three (3) courses, South 41°18'05" East,  
a distance of 110.56' to a found 5/8" iron pin;*

*thence North 46°44'55" East, a distance of 383.80' to a found 5/8" iron pln;*

*thence North 30°42'05" West, a distance of 113.20' to a corner of Michael D. Hucker,  
witnessed by a found 1/2" iron pln, bearing South 50°17'56" West, a distance of 0.86';*

*thence with said Hucker for the following two (2) courses, North 75°37'00" East, a distance of  
190.67' to a set 5/8" iron pln;*

*thence North 21°38'36" East, a distance of 217.10' to a set 5/8" iron pln in the line of Daniel S.  
II & Viola E. Rice;*

*thence with the line of Rice for the following two (2) courses, South 41°34'24" East, a  
distance of 89.11' to a found 1/2" iron pln;*

*thence North 48°25'02" East, passing a set 5/8" iron pln at a distance of 388.47', a total  
distance of 434.71' to a set magnall in the centerline of Old State Route No. 74;*

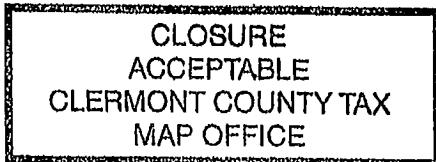
*thence with said centerline, South 82°37'24" East, a distance of 266.27' to the POINT OF  
BEGINNING;*

*said described tract containing 57.3598 acres, subject to all legal highways, easements and restrictions of record, being 19.7081 acres in Batavia Township and 37.6517 acres in Union Township.*

*Being all of the land of W. Thomas Nickell as described in O.R. Volume 1521, Page 2229 of the Clermont County Recorder's Office, and being all of Clermont County Auditor's Parcels No. 012007A010. (Bat Twp) and 373103E062. (Union Twp)*

*The above described parcel is a result of a field survey by Gary Phillip Nichols, Ohio Professional Surveyor No. 6657, as performed in November 2004.*

File CU3897D1.doc  
August 31, 2011



# *First American Title Insurance Company*

## **OWNER'S POLICY OF TITLE INSURANCE** **SCHEDULE B**

File No.: **80601001-3**

Policy No.: **5011439-0066962e**

### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. ~~Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.~~
2. ~~Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.~~
3. ~~Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.~~
4. ~~Rights of parties in actual possession of all or any part of the premises.~~
5. ~~Easements or claims of easements, not shown by the public records.~~
6. Intentionally omitted.
7. Taxes and assessments for tax year 2013 and all subsequent years not yet due and payable.
8. Subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
9. Rights of the public in and to that portion of the land contained within the bound of State Route 74.
10. Limited access in and to State Route 32.
11. Perpetual easement for roadway and drainage purposes in favor of the County of Clermont as set forth in Official Record Book 1437, Page 1360.
12. Terms and conditions relative to the appurtenant easement for ingress and egress as set forth in Official Record Book 1521, Page 2229.
13. Easement for State Route 32 and 25' easement for ingress, egress and utilities as set forth in Deed Book 781, Page 318.
14. Terms and conditions relative to an easement for ingress, egress and utilities over a strip of land set aside as proposed right-of-way for future public roadways as described in Deed Book 781, Page 318.
15. Easement for ingress and egress as set forth in Official Record Book 709, Page 314, as re-recorded in Official Record Book 717, Page 119.

16. 20' wide easement to construct, reconstruct, operate, maintain, repair, replace and remove a gas pressure regulating station together with pipe lines and fixtures and equipment and rights related thereto in favor of The Cincinnati Gas & Electric Company as set forth in Official Record Book 1894, Page 348.
17. 12' and 24' easements for utility purposes in favor of The Cincinnati Gas & Electric Company as set forth in Official Record Book 118, Page 422.
18. 150' right-of-way easement in favor of The Cincinnati Gas & Electric Company, Columbus Southern Ohio Electric Co. and Dayton Power & Light as set forth in Miscellaneous Book 20, Page 438 as later assigned in the Deed of Easements, Deed of Undivided Interests in Easements and Deed of Undivided Interests in Land set forth in Deed Book 431, Page 593 and the Second Deed of Undivided Interest in Land set forth in Deed Book 450, Page 334 as re-recorded in Miscellaneous Book 24, Page 523.
19. Right of way easement in favor of Clermont County for sewer purposes as set forth in Miscellaneous Book 27, Page 199, P.U.D. Book 2, Page 464, and P.U.D. Book 2, Page 223.
20. Utility easement in favor of Cincinnati Bell Telephone Co. as set forth in Miscellaneous Book 14, Page 236.
21. Easement in favor of Clermont County for water purposes as set forth in P.U.D. Book 1, Page 306.
22. Highway easement in favor of the State of Ohio as set forth in Highway Book 1, Page 433.
23. Easement in favor of C.G. & E Co. as set forth in Miscellaneous Book 21, Page 479, Miscellaneous Book 4, Page 369 and Miscellaneous Book 20, Page 603. The easements in Miscellaneous Book 21, Page 479 and Miscellaneous Book 20, Page 603 were later assigned in the Deed of Easements, Deed of Undivided Interests in Easements and Deed of Undivided Interests in Land set forth in Deed Book 431, Page 593 and the Second Deed of Undivided Interest in Land set forth in Deed Book 450, Page 334 as re-recorded in Miscellaneous Book 24, Page 523.
24. Coal, oil, natural gas, or other mineral interest and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
25. Matters as shown on survey of Nichols Surveying dated July 16, 2013 and identified as File CU-6208alta.
26. 20' Storm Sewer Easement, 10' Sanitary Sewer Easement, and other matters as shown on the Dedication Plat of Winding Creek Boulevard as set forth in Plat Cabinet 9, Pages 141-144.
27. Claims, if any, of the heirs, devisees, and/or legatees of Wiley Thomas Nickell, Clermont County, Ohio Probate Case 01-ES-1203, individually or collectively, in connection with any attempts to set aside the sale of the Land from the Executor of the Estate of Wiley Thomas Nickell to the Insured.

# Nichols

SURVEYING, LLC

P.O. Box 306 \* Batavia, Ohio 45103  
513-732-0577  
Nichols.surveying@fuse.net

Gary P. Nichols, P.S.

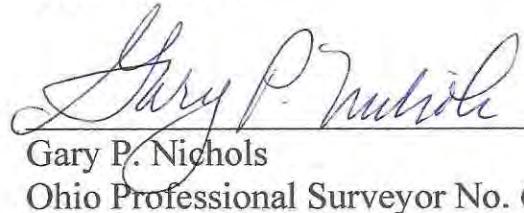
Rose M. Coors, P.S.

November 27, 2024

To whom it may concern,

I hereby certify that I have surveyed the 57.3598 acre parcel of Winding Creek Estate, LLC, being Clermont County Auditor's Parcel Number 373103E062 in Union Township and Parcel 012007A010. in Batavia Township, in August 2011, The legal description for this property is filed in OR Volume 2464, Page 1419, Exhibit "A" of the Clermont County Recorder's Office, and the survey of which is filed in Survey Volume TL 91-301 of the Clermont County Surveyors Records. The current deed and survey were filed July 2, 2013.

The survey was completed as per the minimum standards set forth in Ohio Revised Code 4733-37.

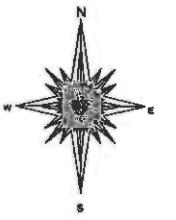


Gary P. Nichols  
Ohio Professional Surveyor No. 6657

Legend of Symbols

- Found 25" Iron Pin
- Found 12" Iron Pin
- Found 10" Pipe
- ▲ Found Spike
- Found Magnet
- Found Post

- Catch Basin
- Catch Manhole
- Sanitary Manhole
- Water Valve
- Fire Hydrant
- Gas Valve
- Gas Distribution Station
- Electric Tower
- Utility Poles
- Guy Wire
- Traffic Control Box
- Sign



BASIS OF BEARINGS: GRID BEARINGS  
OHIO STATE PLANE COORDINATE SYSTEM  
SOUTH ZONE

SOURCE DOCUMENTS: AS SHOWN

OCCUPATION: AS SHOWN

GRAPHICAL SCALE: 1" = 100'

Old State Route No. 74

W. Thomas Nickell  
O.R.Vol. 1521, Pg. 2229  
57.3598 Acres - Total  
37.6517 Acres - UnionTwp  
19.7081 Acres - Batavia Twp

Batavia Township  
19.7081 acres

0120074078  
Randy Foundation of Cincinnati  
R.C. Vol. 4, Pg. 380, R.O.  
Survey 1-55, 304-32

UNION TOWNSHIP  
N 21° 07' 00"E  
R 12 32  
0120074070

Union Township  
37.6517 acres

0120074063  
Linda Cassell Berry & Sons Foundation  
O.R. Vol. 2178, Pg. 2187

0120074066  
Casper L. & Sons Foundation  
O.R. Vol. 1044, Pg. 104

Line Table

L-48	S 82° 37' 24"E	349.71'
L-49	N 85° 04' 16"E	310.39'
L-50	S 20° 26' 50"E	345.31'
L-51	S 18° 01' 43"E	448.34'
L-52	S 57° 47' 57"W	1364.39'
L-53	S 61° 56' 51"W	60.05'
L-64	S 64° 38' 51"W	609.78'
L-65	N 39° 07' 50"W	1050.38'
L-66	N 49° 29' 25"E	402.79'
L-57	S 41° 18' 05"E	110.56'
L-58	N 48° 44' 55"E	383.80'
L-59	N 30° 42' 05"W	113.20'
L-60	N 75° 37' 00"E	180.67'
L-61	N 21° 38' 36"E	217.10'
L-62	S 41° 34' 24"E	89.11'
L-63	N 48° 26' 02"E	434.71'
L-64	S 82° 37' 24"E	286.27'

ALTA/ACSM Land Title Survey  
in  
Darby Military Survey No. 2058  
Batavia and Union Townships  
Clermont County, Ohio

**Nichols**  
SURVEYING

Gary P. Nichols, P.S.  
P.O. Box 336  
550 Grove Street  
Batavia, Ohio 45103  
(513) 733-2577



# ZONING SUMMARY

# OWNER

WINDING CREEK ESTATES, LLC  
6281 TRI-RDOGE BOULEVARD, SUITE 180  
LOVELAND, OHIO 45140

## NOTES:

1. OWNERS OF SUBJECT PROPERTY:  
WINDING CREEK ESTATES, LLC
2. EXISTING USE OF SUBJECT PROPERTY: VACANT LAND.
3. EXISTING BUILDINGS ON SUBJECT PROPERTY: STORAGE BARN.
4. PROPOSED LAND USES FOR SUBJECT PROPERTY: SINGLE FAMILY DEVELOPMENT, MULTI-FAMILY DEVELOPMENT & GOLF COURSE.
5. SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE PER PANEL 39025C0228G.
6. SOILS PRESENT WITHIN SUBJECT PROPERTY PER INCLUDE: CcD2 (CINCINNATI SILT LOAM, 12 TO 18 PERCENT SLOPES MODERATELY ERODED), CkD3 (CINCINNATI AND HICKORY SOILS, 12 TO 25 PERCENT SLOPES, SEVERELY ERODED), Cu (CUT AND FILL LAND), EbE2 (EDENTON LOAM (18 TO 25 PERCENT SLOPES, ERODED), Ee (EEL SILT LOAM, 0 TO 2 PERCENT SLOPES, OCCASIONALLY FLOODED), Gn (GENESEE SILT LOAM, 0 TO 2 PERCENT SLOPES, OCCASIONALLY FLOODED), Hkf2 (HICKORY LOAM, 18 TO 35 PERCENT SLOPES, MODERATELY ERODED), JoR1B2 (JONESBORO-ROSSMOYNE SILT LOAMS, 2 TO 6 PERCENT SLOPES, ERODED), JoRUB2 (JONESBORO-ROSSMOYNE-URBAN LAND COMPLEX, 2 TO 6 PERCENT SLOPES, ERODED), RpUC2 (ROSSMOYNE-URBAN LAND COMPLEX, 6 TO 12 PERCENT SLOPES, ERODED), WsSU1A (WESTBORO, SCHAFER-URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES).

**SITE:**

**TOTAL ZONE CHANGE AREA=57.3598 ACRES  
(19.7081 BATAVIA TOWNSHIP & 35.6517 TOWNSHIP)**

## PROPERTY ID:

## EXISTING ZONING: INDUSTRIAL

#### PROPOSED ZONING: PD-R-3 PLANNED DEVELOPMENT MULTI-FAMILY

UNION TOWNSHIP

BRUNSWICK CORP.

PROPERTY ID: 3731050062

## **EASING ZONING.**

**PROPOSED ZONING: PD-R-2 SING**

---

## LEGEND

The diagram illustrates the spatial relationship between the 'EXISTING ZONE LINES' and the 'PROPOSED SITE AREA'. The 'EXISTING ZONE LINES' are represented by a series of grey horizontal and vertical bars forming a grid. The 'PROPOSED SITE AREA' is represented by a red dashed rectangle with a diagonal cross-hatch pattern inside. The proposed site area is partially overlapping the existing zone lines, with some areas marked by a red 'X' to indicate non-compliance or a specific point of interest.

LEGEND	
— DHE ——	OVERHEAD ELECTRIC
— UGE ——	UNDERGROUND ELECTRIC
□ E	ELECTRIC BOX
□ E	ELECTRIC MANHOLE
— ● —	ANCHOR POLE
○ ○	LIGHT POLE
○ ○	UTILITY POLE
△ △	GROUND LIGHT
— DTE ——	OVERHEAD TELEPHONE
— UTE ——	UNDERGROUND TELEPHONE
□ T	TELEPHONE BOX
□ T	TELEPHONE MANHOLE
●	BOLLARDS
— —	SIGN
□ □	MAIL BOX
— W — W —	WATER LINE
□ □ w w	WATER VALVE
○ ○	FIRE HYDRANT
○ ○	WATER METER
□ W	WATER VALVE BOX
□ W	WATER VALVE MANHOLE
○ ○	POST INDICATOR VALVE
— G — G —	GAS LINE
○ G	GAS METER
□ G	GAS VALVE
□ G	GAS VALVE BOX
○ MH	UTILITY MANHOLE
— — — S — — —	SEWER MANHOLE
— — — D — — —	STORM MANHOLE
— . . —	DITCH OR CREEK
— ○ ○ ○ —	GUARDRAIL
— x — x —	FENCE LINE
— xx — xx —	R/W FENCE LINE

GRAPHIC SCALE (IN FEET)

PROJECT: SHAWNEE STATION DEVELOPMENT & GOLF COURSE  
PD R-2 Single Family Detached &  
PD R-3 PD Multi-Family Layout Zone Change  
DARBY M.S. #2058  
BATAVIA & UNION TWPS, CLERMONT COUNTY, OHIO  
CLIENT:  
MER LAND DEVELOPMENT, LLC  
P.O. BOX 43121  
CINCINNATI, OHIO 45243

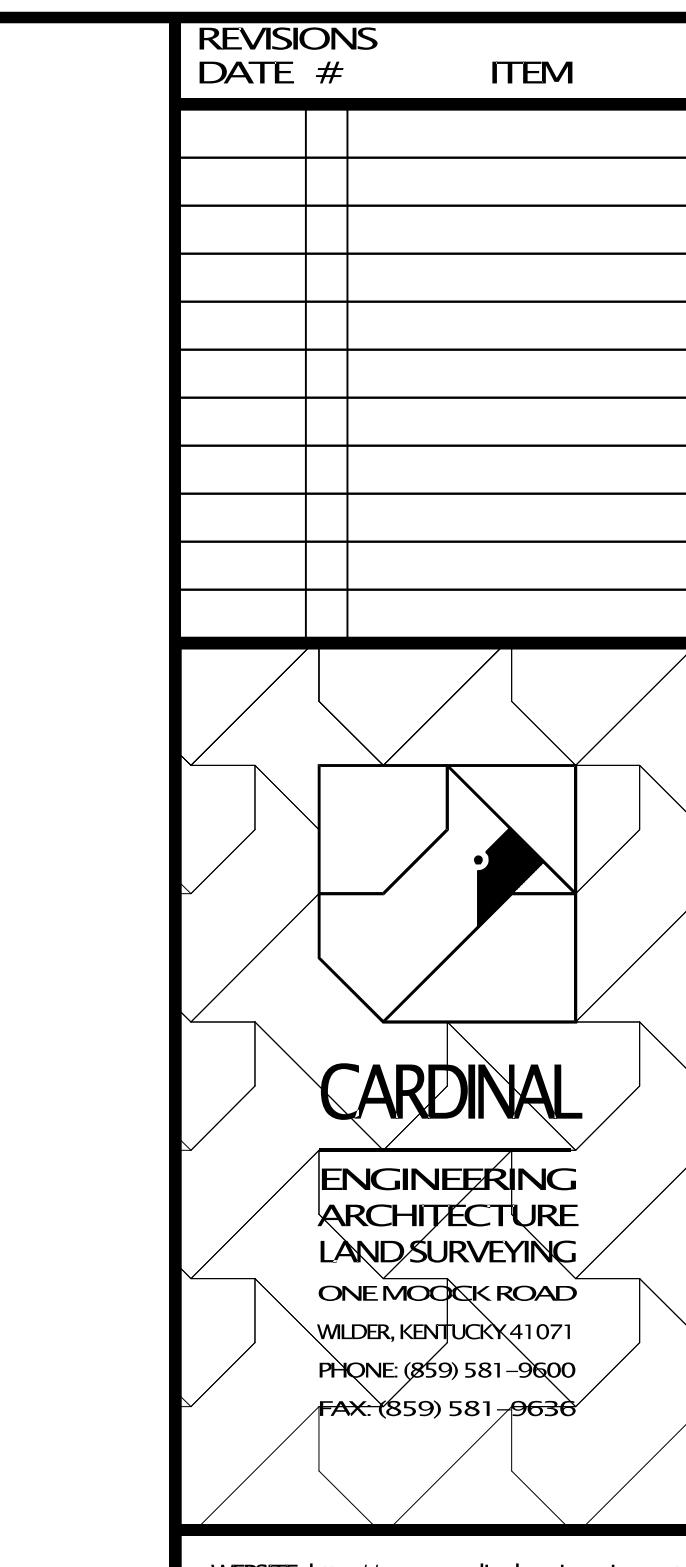
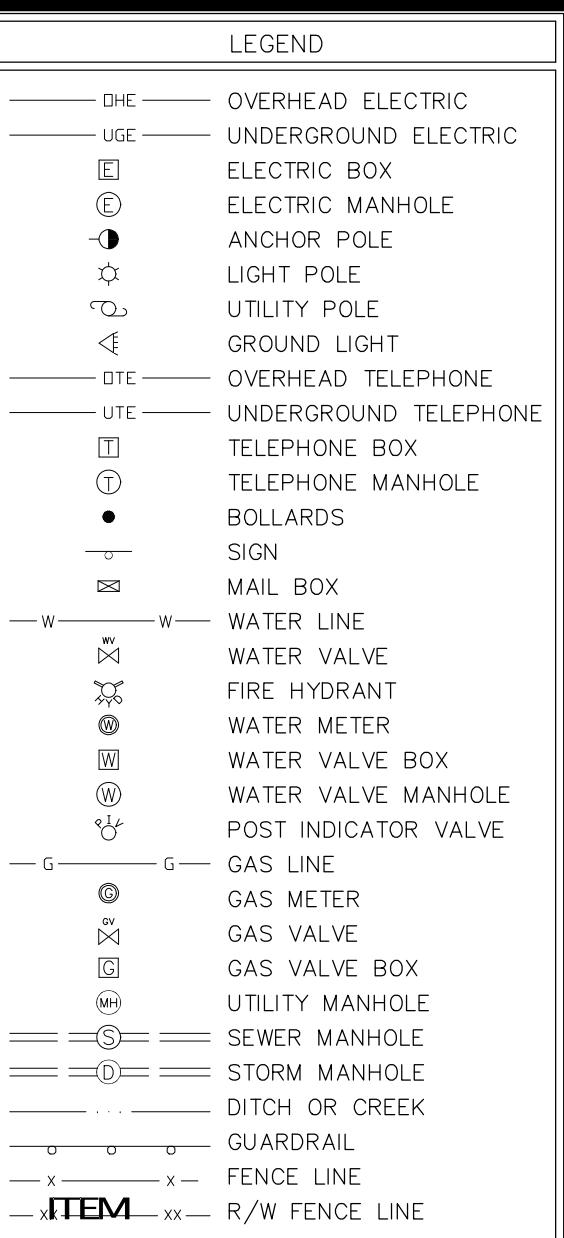
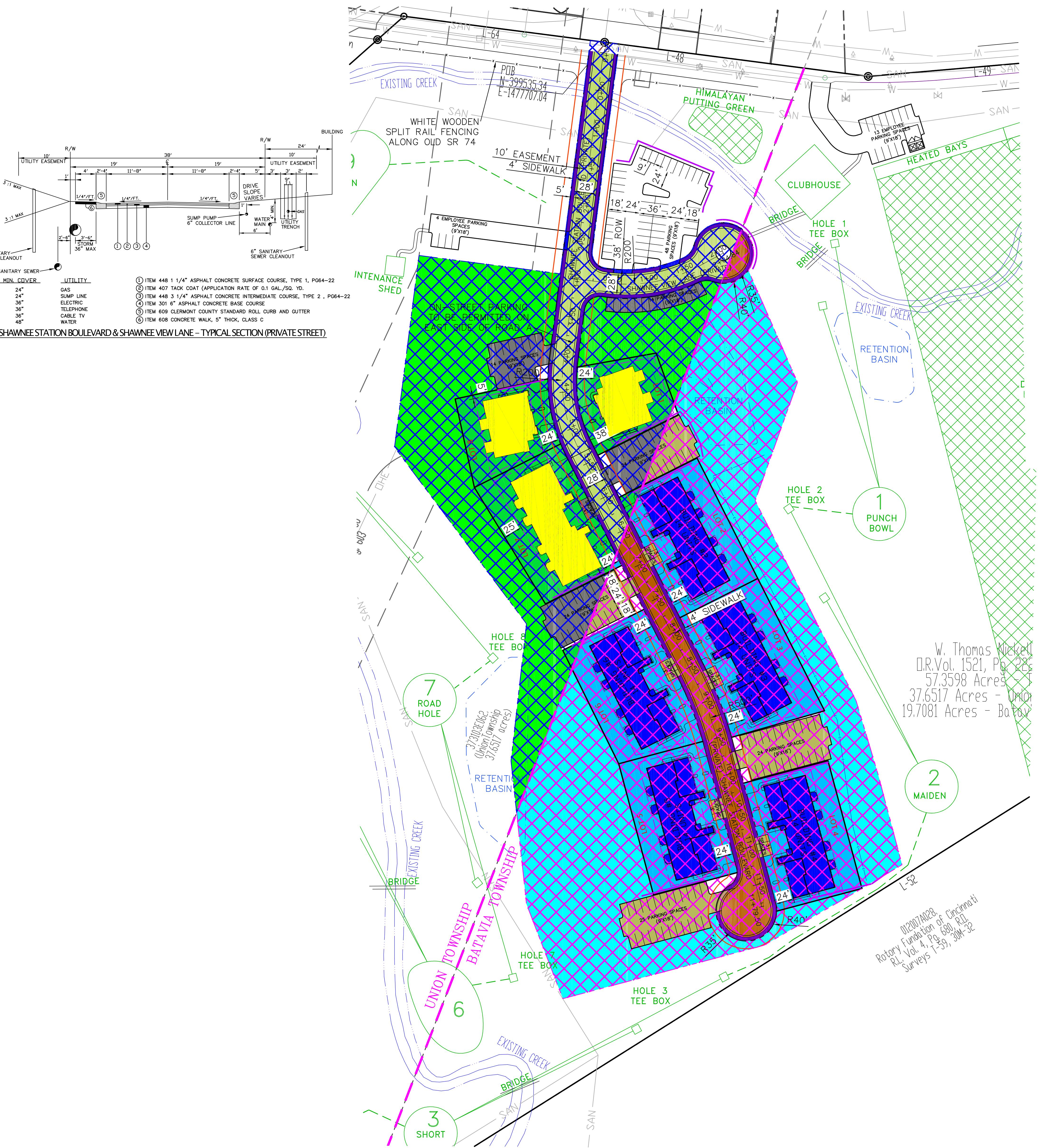
DRAWN BY: SPM	SEAL
CHECKED BY: JGK	
PROJECT MANAGER: SPM	
<p><b>PROJECT NO. 24-185</b></p> <p><b>SCALE      1"=100'</b></p> <p><b>DATE      12-16-24</b></p>	
<p><b>ZONE CHANGE PLAN</b></p>	
<b>SHEET</b>	<b>C-100</b>

T C-100



ZONE INFORMATION – BATAVIA TOWNSHIP									
EXISTING ZONING: I – INDUSTRIAL DISTRICT									
STANDARD R-3 MULTI FAMILY DISTRICT SITE DATA		PD PLANNED DEVELOPMENT MULTI FAMILY SITE DATA (SECTION 36.09.6)		PROPOSED PD-R3 PLANNED DEVELOPMENT MULTI FAMILY SITE DATA					
MINIMUM LOT AREA:	8 DWELLING UNITS PER GROSS ACRE*	MINIMUM FRONT YARD SETBACK:	FIFTY (50) FEET (FROM PUBLIC ROW)	MINIMUM FRONT YARD SETBACK:	TWENTY-FOUR (24) FEET (FROM PUBLIC ROW)				
MINIMUM LOT WIDTH:	ONE HUNDRED TWENTY FIVE (125) FEET	MINIMUM SIDE YARD SETBACK:	FIFTY (50) FEET (ON EACH SIDE)	MINIMUM SIDE YARD SETBACK:	FIVE (5) FEET (ON EACH SIDE)				
MINIMUM FRONT YARD SETBACK:	FIFTY (50) FEET	MINIMUM REAR YARD SETBACK:	FIFTY (50) FEET (FROM REAR LOT LINE)	MINIMUM REAR YARD SETBACK:	TWENTY-FIVE (25) FEET (FROM REAR LOT LINE)				
MINIMUM SIDE YARD SETBACK:	FIFTY (50) FEET**	BETWEEN BUILDINGS:	TWENTY-FIVE (25) FEET	BETWEEN BUILDINGS:	TWENTY-TWO (22) FEET				
MINIMUM REAR YARD SETBACK:	FIFTY (50) FEET***	NET DENSITY:	10 DWELLING UNITS PER ACRE	NET DENSITY:	10 DWELLING UNITS PER ACRE				
MAXIMUM HEIGHT REGULATIONS:	FORTY (40) FEET PRINCIPAL FIFTEEN (15) FEET ACCESSORY	* IN AREAS WHERE TOWNHOUSES OR ATTACHED CONDOMINIUMS ARE DEVELOPED, A MAXIMUM OF EIGHT (8) TOWNHOUSE UNITS IN ANY CONTIGUOUS GROUP IS RECOMMENDED. ** THE MULTI-FAMILY STRUCTURES AND PAVEMENT SHALL NOT UTILIZE MORE THAN 60% OF THE NET ACREAGE ALLOCATED TO THE COMPLEX.							
* SECTION 19.05C "MULTI-FAMILY DWELLINGS SHALL NOT EXCEED A DENSITY OF EIGHT (8) DWELLING UNITS PER GROSS ACRE, WITH LOT HAVING A WIDTH OF NOT LESS THAN 125 FEET AT THE BUILDING SETBACK LINE."									
* SECTION 19.07C "MULTI-FAMILY DWELLINGS SHALL HAVE A MINIMUM SIDE YARD SETBACK OF 50 FEET."									
* SECTION 19.08B "ALL OTHER USES SHALL HAVE A MINIMUM REAR YARD SETBACK OF 50 FEET."									

ZONE INFORMATION – UNION TOWNSHIP			
EXISTING ZONING: R-3 PLANNED MULTI-FAMILY RESIDENTIAL ZONE			
STANDARD R-2 SINGLE FAMILY DETACHED STRUCTURE RESIDENTIAL ZONE SITE DATA		PROPOSED PD R-2 SINGLE FAMILY DETACHED STRUCTURE RESIDENTIAL ZONE SITE DATA	
MINIMUM LOT AREA:	10,000 SQUARE FEET	MINIMUM LOT AREA:	6,875 SQUARE FEET (55' x 125')
MAXIMUM LOT AREA:	N/A	MAXIMUM LOT AREA:	N/A
MINIMUM DEPTH OF FRONT YARD:	THIRTY (30) FEET	MINIMUM DEPTH OF FRONT YARD:	THIRTY (30) FEET
MINIMUM DEPTH OF REAR YARD:	THIRTY (30) FEET	MINIMUM DEPTH OF REAR YARD:	THIRTY (30) FEET
MINIMUM DEPTH OF SIDE YARD:	TEN (10) FEET	MINIMUM DEPTH OF SIDE YARD:	SEVEN AND A HALF (7.5) FEET (15) TOTAL
MINIMUM WIDTH OF STREET SIDE YARD:	THIRTY (30) FEET	MINIMUM WIDTH OF STREET SIDE YARD:	FIFTEEN (15) FEET*
MINIMUM WIDTH OF LOT AT SETBACK LINE:	SEVENTY-FIVE (75) FEET	MINIMUM WIDTH OF LOT AT SETBACK LINE:	FIFTY-FIVE (55) FEET
MINIMUM FRONTAGE OF LOT CORNER:	NINETY (90) FEET	MINIMUM FRONTAGE OF LOT CORNER:	SEVENTY (70) FEET**
MAXIMUM HEIGHT OF BUILDING:	THIRTY-FIVE (35) FEET	MAXIMUM HEIGHT OF BUILDING:	THIRTY-FIVE (35) FEET
* SIDE YARD SETBACK FOR CORNER LOTS WILL PROVIDE 1/2 THE FRONT YARD SETBACK			
** LOT WIDTH FOR CORNER LOTS WILL PROVIDE 1/2 THE FRONT YARD SETBACK + MINIMUM LOT WIDTH AND SETBACK LINE			



# LAND SUMMARY RESIDENTIAL EAST (TOTAL)

TOTAL AREA	427,223 sf. (9.81 ac.)
OPEN SPACE AREAS	179,517 sf.
PARKING LOT AREAS	38,960 sf.
STREET AREAS: PRIVATE	44,515 sf.
RIGHT-OF-WAY AREAS	14,763 sf.
LOT AREAS	149,218 sf.
BUILDING FOOTPRINT AREAS	61,887 sf.

# UNIT SUMMARY RESIDENTIAL EAST (TOTAL)

HOME TYPES	
GALLERY 7 UNIT	14 HOMES
GALLERY 14 UNIT	84 HOMES
TOTAL UNITS	98 HOMES

# LAND SUMMARY RESIDENTIAL EAST (UNION)

<b>TOTAL AREA</b>	165,981 sf. (3.81 ac.)
OPEN SPACE AREAS	68,695 sf.
PARKING LOT AREAS	15,743 sf.
STREET AREAS: PRIVATE	25,563 sf.
RIGHT-OF-WAY AREAS	8,391 sf.
LOT AREAS	46,598 sf.
BUILDING FOOTPRINT AREAS	18,065 sf.

# UNIT SUMMARY RESIDENTIAL EAST (UNION)

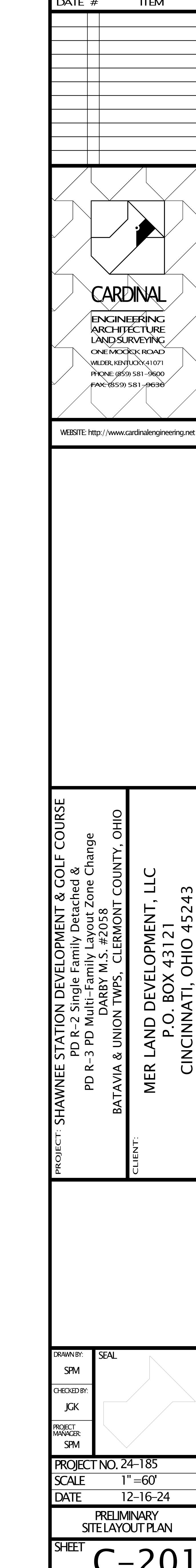
HOME TYPES	
GALLERY 7 UNIT	14 HOMES
GALLERY 14 UNIT	14 HOMES
TOTAL UNITS	28 HOMES


# LAND SUMMARY RESIDENTIAL EAST (BATAVIA)


<b>TOTAL AREA</b>	261,293 sf. (6.00 ac.)
OPEN SPACE AREAS	110,823 sf.
PARKING LOT AREAS	23,110 sf.
STREET AREAS: PRIVATE	18,953 sf.
RIGHT-OF-WAY AREAS	6,371 sf.
LOT AREAS	102,620 sf.
BUILDING FOOTPRINT AREAS	43,822 sf.

# UNIT SUMMARY RESIDENTIAL EAST (BATAVIA)

HOME TYPES	
GALLERY 7 UNIT	0 HOMES
GALLERY 14 UNIT	70 HOMES
TOTAL UNITS	70 HOMES



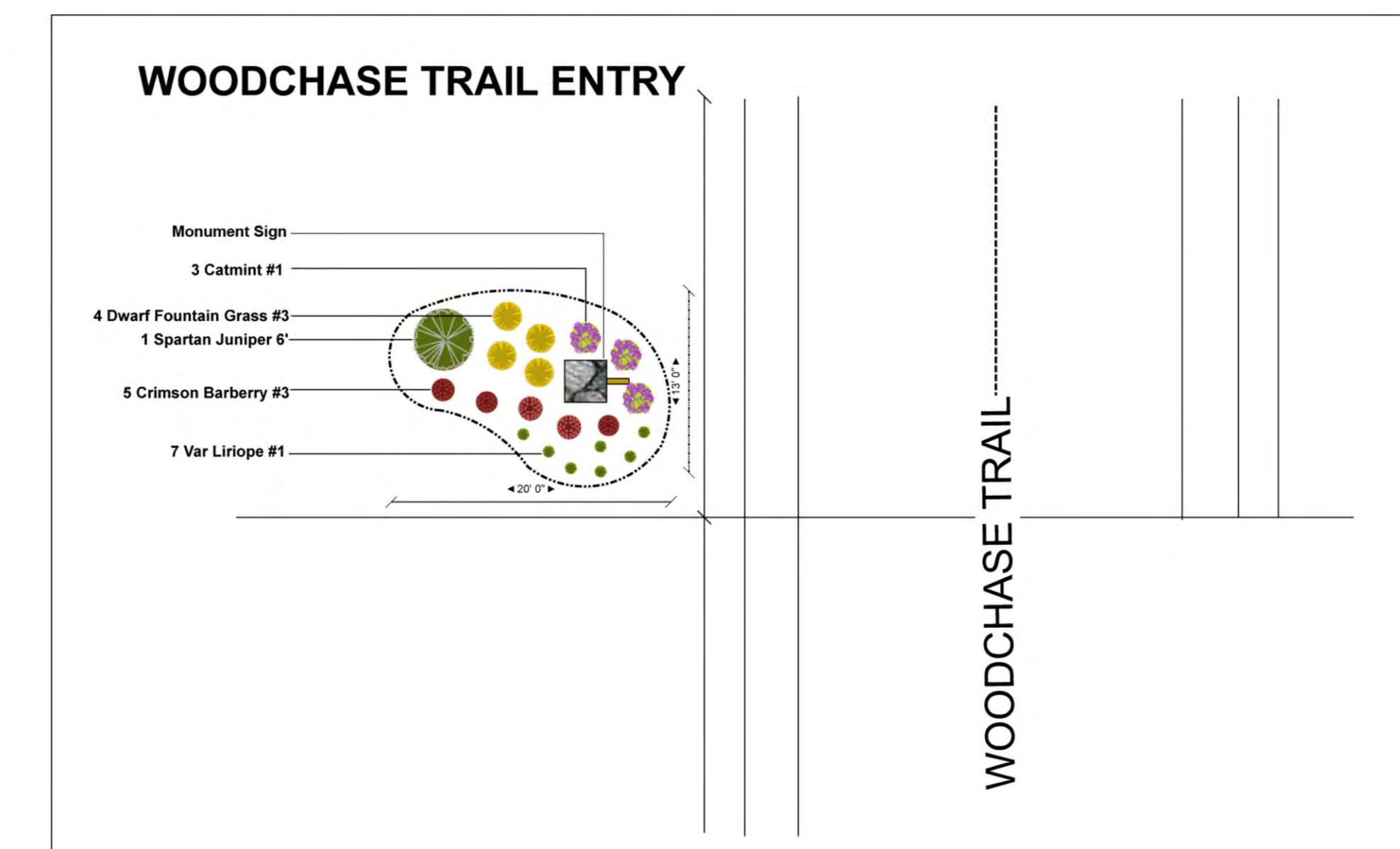




## PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
	0	GINKGO BILoba	MAIDENHAIR TREE	2.5' CAL.	AS SHOWN	MALE TREES ONLY
	5	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE LILAC	2.5' CAL.	AS SHOWN	
	4	AMELANCHIER CANADENSIS	SERVICEBERRY	2.5' CAL.	AS SHOWN	
	0	PICEA ABIES	NORWAY SPRUCE	6' HT.	AS SHOWN	
	31	ZELKOVA SERRATA 'GREEN VASE'	JAPANESE ZELKOVA	2.5' CAL.	AS SHOWN	
	0	PINUS STROBOS	WHITE PINE	6' HT.	AS SHOWN	
	6	ACER SACCHARUM 'GREEN MOUNTAIN'	SUGER MAPLE	2.5' CAL.	AS SHOWN	

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
	8	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	#5 CONT.	AS SHOWN	
SEE BELOW	3	NEPETA X FAASSENII 'WALKERS LOW'	CATMINT	#3 CONT.	AS SHOWN	
	20	BUXUS MICROPHYLLA	LITTLELEAF BOXWOOD	#3 CONT.	AS SHOWN	
	16	ITEA VIRGINICA 'LITTLE HENRY'	LITTLE HENRY SWEETSPIRE	#3 CONT.	AS SHOWN	
SEE BELOW	5	BERBERIS THUNBERGII CRIMSON PYGMY	CRIMSON RUBY DWARF BARBERRY	#3 CONT.	AS SHOWN	
SEE BELOW	4	PENNSETUM ALOPECUROIDES 'HAMLN'	DWARF FOUNTAIN GRASS	#3 CONT.	AS SHOWN	
SEE BELOW	1	JUNIPERUS CHINENSIS 'SPARTAN'	SPARTAN JUNIPER	6' HT.	AS SHOWN	
SEE BELOW	7	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LIRIOPE	#1 CONT.	AS SHOWN	



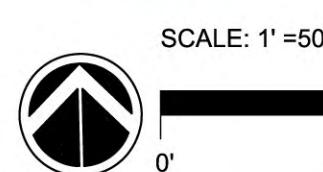
## WOODTRACE TRAIL ENTRY LANDSCAPE TREATMENT - BY OTHERS

## GENERAL NOTES

- DETERMINE DRAINAGE PATTERNS BEFORE START OF CONSTRUCTION. ENSURE PROPER DRAINAGE THROUGHOUT SITE.
- NOTIFY OWNER OF ANY OBSTRUCTIONS OR POOR SOIL CONDITIONS ENCOUNTERED THAT MAY IMPACT PLANT PLACEMENT OR HEALTH.
- PLANT SUBSTITUTIONS ARE NOT ALLOWED WITHOUT WRITTEN APPROVAL OF THE OWNER AND BOONE COUNTY PLANNING COMMISSION PRIOR TO PURCHASE OF PLANT MATERIALS.
- CONTRACTOR SHALL LOCATE AND VERIFY EXISTING UTILITIES (CHARTED AND UNCHARTED) PRIOR TO STARTING WORK AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE.
- PROVIDE 3" SHREDDED HARDWOOD MULCH SAUCER BED FOR ALL TREES, UNLESS NOTED OTHERWISE.
- PROVIDE SEADED LAWN FOR ALL AREAS DISTURBED BY CONSTRUCTION.
- ALL PLANT MATERIAL TO MEET THE REQUIREMENTS OF ANSI Z60.1: AMERICAN STANDARD FOR NURSERY STOCK.
- PROVIDE IMPORTED TOPSOIL ONLY. TOPSOIL SHALL BE FREE OF ROCKS OR OTHER DEBRIS. PROVIDE SOIL TEST AND PROVIDE AMENDMENTS BASED ON THESE TESTS.
- PROVIDE TOPSOIL FOR DECIDUOUS TREES.
- PLANT COUNT: PLANT SYMBOLS SUPERSEDE PLANT SCHEDULE.
- PROVIDE SHOVEL CUT BEDLINE AROUND ALL TREES.
- PROVIDE ONE YEAR WARRANTY COVERING REPLACEMENT FOR ALL DEAD OR UNHEALTHY PLANTS.

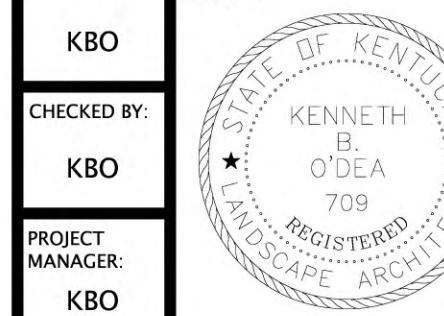


FOR REVIEW  
NOT FOR CONSTRUCTION



SCALE: 1" = 50'-0"

NORTH



SEAL  
THE STATE OF KENTUCKY  
1792  
THE GREAT SEAL OF THE STATE OF KENTUCKY

KENNETH  
O'DEA  
709  
REGISTERED  
ARCHITECT

REVISIONS  
DATE #

ITEM  
12/20/24 1 REVIEW  
01/02/25 2 REVIEW

MATCHLINE L-200

CARDINAL  
ENGINEERING  
ARCHITECTURE  
LAND SURVEYING  
ONE MOHOCK ROAD  
WILDER, KENTUCKY 41071  
PHONE: (859) 581-9600  
FAX: (859) 581-9636  
WEBSITE: <http://www.cardinalengineering.net>

place  
WORKSHOP  
250 East Fifth Street, 15th Floor, PAB #48, Cincinnati, Ohio 45202-2786 [www.placeworkshop.com](http://www.placeworkshop.com)

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
PLANNING  
ENVIRONMENTAL GRAPHICS

PROJECT: SHAWNEE STATION DEVELOPMENT  
PD R-2 Single Family Detached &  
PD R-3 PD Multi-Family Layout Zone Change  
DARBY M.S. #20158  
BATAVIA & UNION TWPS, CLERMONT COUNTY, OHIO

CLIENT: MERLAND DEVELOPMENT, LLC  
P.O. BOX 43121  
CINCINNATI, OHIO 45243

DRAWN BY: KBO  
CHECKED BY: KBO  
PROJECT MANAGER: KBO  
SEAL  
THE STATE OF KENTUCKY  
1792  
THE GREAT SEAL OF THE STATE OF KENTUCKY

KENNETH  
O'DEA  
709  
REGISTERED  
ARCHITECT

REVISIONS  
DATE #

ITEM  
12/20/24 1 REVIEW  
01/02/25 2 REVIEW

MATCHLINE L-200

CARDINAL  
ENGINEERING  
ARCHITECTURE  
LAND SURVEYING  
ONE MOHOCK ROAD  
WILDER, KENTUCKY 41071  
PHONE: (859) 581-9600  
FAX: (859) 581-9636  
WEBSITE: <http://www.cardinalengineering.net>

place  
WORKSHOP  
250 East Fifth Street, 15th Floor, PAB #48, Cincinnati, Ohio 45202-2786 [www.placeworkshop.com](http://www.placeworkshop.com)

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
PLANNING  
ENVIRONMENTAL GRAPHICS

PROJECT: SHAWNEE STATION DEVELOPMENT  
PD R-2 Single Family Detached &  
PD R-3 PD Multi-Family Layout Zone Change  
DARBY M.S. #20158  
BATAVIA & UNION TWPS, CLERMONT COUNTY, OHIO

CLIENT: MERLAND DEVELOPMENT, LLC  
P.O. BOX 43121  
CINCINNATI, OHIO 45243

DRAWN BY: KBO  
CHECKED BY: KBO  
PROJECT MANAGER: KBO  
SEAL  
THE STATE OF KENTUCKY  
1792  
THE GREAT SEAL OF THE STATE OF KENTUCKY

KENNETH  
O'DEA  
709  
REGISTERED  
ARCHITECT

REVISIONS  
DATE #

ITEM  
12/20/24 1 REVIEW  
01/02/25 2 REVIEW

MATCHLINE L-200

CARDINAL  
ENGINEERING  
ARCHITECTURE  
LAND SURVEYING  
ONE MOHOCK ROAD  
WILDER, KENTUCKY 41071  
PHONE: (859) 581-9600  
FAX: (859) 581-9636  
WEBSITE: <http://www.cardinalengineering.net>

place  
WORKSHOP  
250 East Fifth Street, 15th Floor, PAB #48, Cincinnati, Ohio 45202-2786 [www.placeworkshop.com](http://www.placeworkshop.com)

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
PLANNING  
ENVIRONMENTAL GRAPHICS

PROJECT: SHAWNEE STATION DEVELOPMENT  
PD R-2 Single Family Detached &  
PD R-3 PD Multi-Family Layout Zone Change  
DARBY M.S. #20158  
BATAVIA & UNION TWPS, CLERMONT COUNTY, OHIO

CLIENT: MERLAND DEVELOPMENT, LLC  
P.O. BOX 43121  
CINCINNATI, OHIO 45243

DRAWN BY: KBO  
CHECKED BY: KBO  
PROJECT MANAGER: KBO  
SEAL  
THE STATE OF KENTUCKY  
1792  
THE GREAT SEAL OF THE STATE OF KENTUCKY

KENNETH  
O'DEA  
709  
REGISTERED  
ARCHITECT

REVISIONS  
DATE #

ITEM  
12/20/24 1 REVIEW  
01/02/25 2 REVIEW

MATCHLINE L-200

CARDINAL  
ENGINEERING  
ARCHITECTURE  
LAND SURVEYING  
ONE MOHOCK ROAD  
WILDER, KENTUCKY 41071  
PHONE: (859) 581-9600  
FAX: (859) 581-9636  
WEBSITE: <http://www.cardinalengineering.net>

place  
WORKSHOP  
250 East Fifth Street, 15th Floor, PAB #48, Cincinnati, Ohio 45202-2786 [www.placeworkshop.com](http://www.placeworkshop.com)

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
PLANNING  
ENVIRONMENTAL GRAPHICS

PROJECT: SHAWNEE STATION DEVELOPMENT  
PD R-2 Single Family Detached &  
PD R-3 PD Multi-Family Layout Zone Change  
DARBY M.S. #20158  
BATAVIA & UNION TWPS, CLERMONT COUNTY, OHIO

CLIENT: MERLAND DEVELOPMENT, LLC  
P.O. BOX 43121  
CINCINNATI, OHIO 45243

DRAWN BY: KBO  
CHECKED BY: KBO  
PROJECT MANAGER: KBO  
SEAL  
THE STATE OF KENTUCKY  
1792  
THE GREAT SEAL OF THE STATE OF KENTUCKY

KENNETH  
O'DEA  
709  
REGISTERED  
ARCHITECT

REVISIONS  
DATE #

ITEM  
12/20/24 1 REVIEW  
01/02/25 2 REVIEW

MATCHLINE L-200

CARDINAL  
ENGINEERING  
ARCHITECTURE  
LAND SURVEYING  
ONE MOHOCK ROAD  
WILDER, KENTUCKY 41071  
PHONE: (859) 581-9600  
FAX: (859) 581-9636  
WEBSITE: <http://www.cardinalengineering.net>

place  
WORKSHOP  
250 East Fifth Street, 15th Floor, PAB #48, Cincinnati, Ohio 45202-2786 [www.placeworkshop.com](http://www.placeworkshop.com)

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
PLANNING  
ENVIRONMENTAL GRAPHICS

PROJECT: SHAWNEE STATION DEVELOPMENT  
PD R-2 Single Family Detached &  
PD R-3 PD Multi-Family Layout Zone Change  
DARBY M.S. #20158  
BATAVIA & UNION TWPS, CLERMONT COUNTY, OHIO

CLIENT: MERLAND DEVELOPMENT, LLC  
P.O. BOX 43121  
CINCINNATI, OHIO 45243

DRAWN BY: KBO  
CHECKED BY: KBO  
PROJECT MANAGER: KBO  
SEAL  
THE STATE OF KENTUCKY  
1792  
THE GREAT SEAL OF THE STATE OF KENTUCKY

KENNETH  
O'DEA  
709  
REGISTERED  
ARCHITECT

REVISIONS  
DATE #

ITEM  
12/20/24 1 REVIEW  
01/02/25 2 REVIEW

MATCHLINE L-200

CARDINAL  
ENGINEERING  
ARCHITECTURE  
LAND SURVEYING  
ONE MOHOCK ROAD  
WILDER, KENTUCKY 41071  
PHONE: (859) 581-9600  
FAX: (859) 581-9636  
WEBSITE: <http://www.cardinalengineering.net>

place  
WORKSHOP  
250 East Fifth Street, 15th Floor, PAB #48, Cincinnati, Ohio 45202-2786 [www.placeworkshop.com](http://www.placeworkshop.com)

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
PLANNING  
ENVIRONMENTAL GRAPHICS

PROJECT: SHAWNEE STATION DEVELOPMENT  
PD R-2 Single Family Detached &  
PD R-3 PD Multi-Family Layout Zone Change  
DARBY M.S. #20158  
BATAVIA & UNION TWPS, CLERMONT COUNTY, OHIO

CLIENT: MERLAND DEVELOPMENT, LLC  
P.O. BOX 43121  
CINCINNATI, OHIO 45243

DRAWN BY: KBO  
CHECKED BY: KBO  
PROJECT MANAGER: KBO  
SEAL  
THE STATE OF KENTUCKY  
1792  
THE GREAT SEAL OF THE STATE OF KENTUCKY

KENNETH  
O'DEA  
709  
REGISTERED  
ARCHITECT

REVISIONS  
DATE #

ITEM  
12/20/24 1 REVIEW  
01/02/25 2 REVIEW

MATCHLINE L-200

CARDINAL  
ENGINEERING  
ARCHITECTURE  
LAND SURVEYING  
ONE MOHOCK ROAD  
WILDER, KENTUCKY 41071  
PHONE: (859) 581-9600  
FAX: (859) 581-9636  
WEBSITE: <http://www.cardinalengineering.net>

place  
WORKSHOP  
250 East Fifth Street, 15th Floor, PAB #48, Cincinnati, Ohio 45202-2786 [www.placeworkshop.com](http://www.placeworkshop.com)

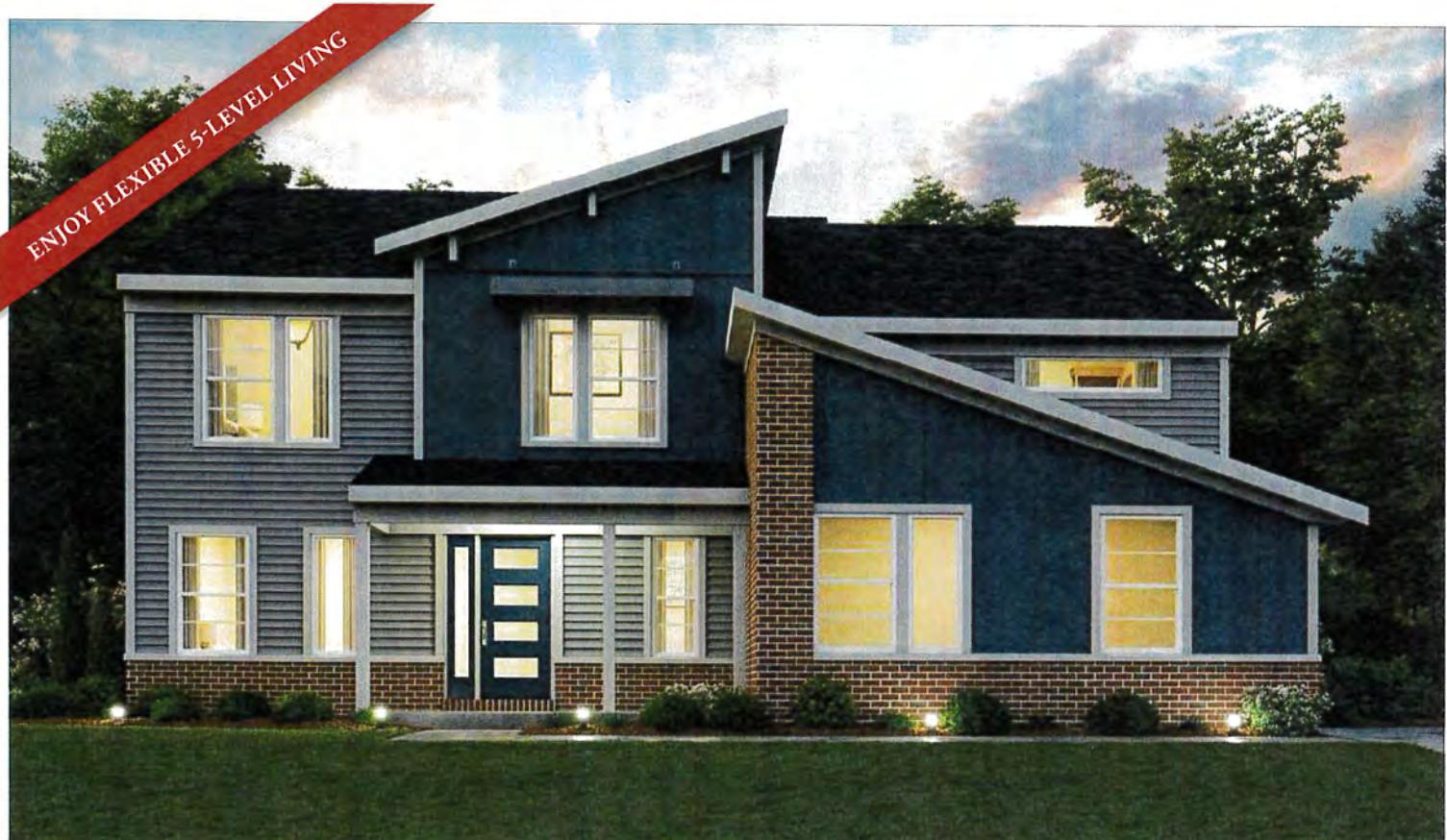
</div





welcome home.

Approximately 2535 sq ft and Up



**URBAN MODERN**  
(WITH OPTIONAL SIDE ENTRY)

designed by: *FH*



**COASTAL COTTAGE**

designed by: *FH*



**MODERN FARMHOUSE**

designed by: *FH*



**WESTERN CRAFTSMAN**

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

welcome home.

Approximately 2069 sq ft and Up



MODERN FARMHOUSE  
(WITH OPTIONAL SIDE ENTRY GARAGE)

designed by: *FH*



WESTERN CRAFTSMAN



CAMBRIDGE COTTAGE  
(WITH OPTIONAL BRICK)



NANTUCKET RETREAT

designed by: *FH*

designed by: *FH*

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 2457 sq ft and Up



COASTAL CLASSIC  
(WITH SIDE ENTRY GARAGE)

designed by: *FH*



PACIFIC CRAFTSMAN



MODERN FARMHOUSE  
(WITH OPTIONAL BRICK)



CAMBRIDGE COTTAGE  
(WITH OPTIONAL BRICK)

designed by: *FH*

designed by: *FH*

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 2711 sq ft and Up



URBAN MODERN

designed by:  
*FH*



COASTAL CLASSIC  
(WITH OPTIONAL STONE VENEER &  
OPTIONAL SIDE ENTRY GARAGE)

designed by:  
*FH*



CAMBRIDGE COTTAGE

designed by:  
*FH*



WESTERN CRAFTSMAN  
(WITH OPTIONAL THREE-CAR  
INTEGRATED FRONT ENTRY GARAGE)

designed by:  
*FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 1621 sq ft and Up



HILLSTONE CRAFTSMAN

designed by:



MODERN FARMHOUSE  
(WITH OPTIONAL BRICK)

designed by:  
*FH*



WESTERN CRAFTSMAN

designed by:  
*FH*



CAMBRIDGE COTTAGE

designed by:  
*FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 2437 sq ft and Up



**MODERN FARMHOUSE**  
(WITH SIDE ENTRY GARAGE & OPTIONAL BRICK)

designed by: *FH*



**COASTAL CLASSIC**

designed by: *FH*



**NANTUCKET RETREAT**

designed by: *FH*



**CAMBRIDGE COTTAGE**  
(WITH OPTIONAL BRICK)

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 3135 sq ft



MODERN FARMHOUSE

designed by: *FH*



COASTAL CLASSIC



URBAN MODERN



WESTERN CRAFTSMAN  
(WITH OPTIONAL BRICK &  
OPTIONAL PORCH)

designed by: *FH*

designed by: *FH*

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 1730 sq ft



COASTAL COTTAGE  
(WITH OPTIONAL STONE)

designed by: *FH*



MODERN FARMHOUSE  
(WITH OPTIONAL BRICK)

designed by: *FH*



URBAN MODERN  
(WITH OPTIONAL BRICK)

designed by: *FH*



WESTERN CRAFTSMAN

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 2330 sq ft



AMERICAN CLASSIC  
(WITH OPTIONAL BRICK)

designed by: *FH*



COASTAL CLASSIC



URBAN MODERN



MODERN FARMHOUSE

designed by: *FH*

designed by: *FH*

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

FISCHER HOMES



JENSEN  
Maple Street Collection

welcome home.

Approximately 2794 sq ft



MODERN FARMHOUSE

designed by:



AMERICAN CLASSIC  
(WITH OPTIONAL BRICK & PORCH)



COASTAL CLASSIC



MODERN FARMHOUSE  
(WITH OPTIONAL BRICK)

designed by:

designed by:

designed by:

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

welcome home.

Approximately 1842 sq ft



URBAN MODERN  
(WITH OPTIONAL BRICK)

designed by: *FH*



WESTERN CRAFTSMAN  
(WITH OPTIONAL BRICK)

designed by: *FH*



MODERN FARMHOUSE

designed by: *FH*



WESTERN CRAFTSMAN  
(WITH OPTIONAL PORCH)

designed by: *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You

**Luminaire Schedule**

Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	BUG Rating
1	4	14	GROUP	1.000	SP2-120-40-20D-RACK OF 14 @ 37'-40'	N.A.	N.A.
2	4	37	SINGLE	1.000	SP2-120-40-20D-SINGLE @ 37'	1207.2	B5-U5-G4
3	4	40	SINGLE	1.000	SP2-120-40-20D-SINGLE @ 40'	1207.2	B5-U5-G4
4	6	14-1	GROUP	1.000	SP2-120-40-20D-RACK OF 14 @ 37'-40'	N.A.	N.A.
5	7	02	TWIN	0.950	SP2-120-40-20D-TWIN @ 37'-40'	1207.2	B5-U5-G4
6	45	01-37	SINGLE	1.000	SP2-120-40-20D-SINGLE @ 37'	1207.2	B5-U5-G4
7	45	01-40	SINGLE	1.000	SP2-120-40-20D-SINGLE @ 40'	1207.2	B5-U5-G4

**Calculation Summary**

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
01 TEE	Illuminance	Fc	22.06	25.0	19.7	1.12	1.27
02 TEE	Illuminance	Fc	85.92	94.7	75.8	1.13	1.25
03 TEE	Illuminance	Fc	31.39	36.8	25.8	1.22	1.43
04 TEE	Illuminance	Fc	46.65	63.2	32.5	1.44	1.94
05 TEE	Illuminance	Fc	44.67	47.1	39.9	1.12	1.18
06 TEE	Illuminance	Fc	67.02	86.6	48.2	1.39	1.80
07 TEE	Illuminance	Fc	84.90	105.1	66.5	1.28	1.58
08 TEE	Illuminance	Fc	42.70	48.7	36.4	1.17	1.34
09 TEE	Illuminance	Fc	111.18	126.9	91.7	1.21	1.38
CalcPts_1	Illuminance	Fc	12.09	364.1	0.0	N.A.	N.A.
00 DRIVING RANGE	Illuminance	Fc	33.65	67.4	9.2	3.66	7.33
00 PUTTING	Illuminance	Fc	108.79	188.8	43.6	2.50	4.33
01	Illuminance	Fc	66.24	119.1	37.0	1.79	3.22
02	Illuminance	Fc	44.16	84.0	24.2	1.82	3.47
03	Illuminance	Fc	68.05	113.1	34.7	1.96	3.26
04	Illuminance	Fc	21.69	38.0	12.8	1.69	2.97
05	Illuminance	Fc	34.77	61.6	22.5	1.55	2.74
06	Illuminance	Fc	40.48	73.3	22.4	1.81	3.27
07	Illuminance	Fc	49.73	86.6	28.5	1.74	3.04
08	Illuminance	Fc	31.24	70.0	11.3	2.76	6.19
09	Illuminance	Fc	36.49	77.7	12.9	2.83	6.02



FOLLOW US  
FOR UPDATES



PROJECT NAME	<b>CA111824RR-WINDING CREEK DRIVING RANGE &amp; 9-01.AGI</b>		
EMAIL	CARLOS.A@ATGLEDLIGHTING.COM		
MANAGER	RUBEN RIVERA		
DATE	11/18/24		
NOTES	CALCULATIONS AT 2.5' ABOVE GRADE UNLESS OTHERWISE SPECIFIED, GRID @ 10'x10', TEES @ 2'x2'		
FIRM	NAME		
REVISION	# @date		
REVISE DATE	PAGE		
		Page 1 of 5	



JECT NAME	<b>A111824RR-WINDING CREEK DRIVING RANGE &amp; 9-01.AGI</b>	
IL	ARLOS.A@ATGLEDLIGHTING.COM	
AGER	UBEN RIVERA	
TE	1/18/24	
TES	CALCULATIONS AT 2.5' ABOVE GRADE UNLESS OTHERWISE SPECIFIED, RID @ 10'x10', TEES @ 2'x2'	
IM	AME	
VISION	REVISE DATE	PAGE
	- @date	Page 2 of 5



Scale: 1 inch= 50 Ft.

UTS, SUBMITTALS, AND QUOTES BY ATG ELECTRONICS AND OTHERS MUST BE PROVIDED AT THE TIME OF PURCHASE ORDER ENTRY. ATG ELECTRONICS IS NOT RESPONSIBLE FOR ANY DISCREPANCIES IN PROVIDED PRODUCT DOCUMENTS ARE NOT SUPPLIED. \*\*\*

PROJECT NAME	<b>CA111824RR-WINDING CREEK DRIVING RANGE &amp; 9-01.AGI</b>		
EMAIL	<b>CARLOS.A@ATGLEDLIGHTING.COM</b>		
MANAGER	<b>RUBEN RIVERA</b>		
DATE	<b>11/18/24</b>		
NOTES	<b>CALCULATIONS AT 2.5' ABOVE GRADE UNLESS OTHERWISE SPECIFIED, GRID @ 10'x10', TEES @ 2'x2'</b>		
FIRM	<b>NAME</b>		
REVISION <b>#</b>	REVISE DATE <b>- @date</b>	PAGE <b>Page 3 of 5</b>	





Scale: 1 inch= 50 Ft.

**0** \*\*DISCLAIMER\*\* BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE PROJECT ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS. THE LIGHTING DATA REPRESENTS ILLUMINATION LEVELS TAKEN FROM A LABORATORY SETTING UNDER CONTROLLED CONDITIONS IN ACCORDANCY SETTING UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA) APPROVED METHODS. ACTUAL PERFORMANCE MAY VARY DUE TO VARIATIONS IN ELECTRICAL VOLTAGE, INSTALLATION, TOLERANCE LEVELS, BUILDINGS, OTHER LIGHTING, AND OTHER VARIABLES THAT WERE NOT CONSIDERED WHEN THIS PHOTOMETRIC REPORT WAS CREATED. IT IS THE RESPONSIBILITY OF THE OWNER OR PROJECT ENGINEER TO ENSURE COMPLIANCE OF ALL STANDARDS IN EFFECT. THIS PHOTOMETRIC LAYOUT IS THE PROPERTY OF ATG ELECTRONICS AND IT CANNOT BE USED FOR INSTALLATION OF PRODUCTS OTHER THAN SPECIFIED.

8 COPYRIGHT © 2024 ATG LED LIGHTING. THIS DOCUMENT AND THE IDEAS AND DESIGN CONCEPTS INCORPORATED HEREIN CANNOT BE USED, IN WHOLE OR IN PART FOR THIS OR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF ATG ELECTRONICS. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED, DISTRIBUTED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, INCLUDING PHOTOCOPYING, RECORDING, OR OTHER ELECTRONIC OR MECHANICAL METHODS, WITHOUT PRIOR WRITTEN PERMISSION OF ATG ELECTRONICS, EXCEPT IN THE CASE OF BRIEF QUOTATIONS EMBODIED IN CRITICAL REVIEWS AND CERTAIN OTHER NONCOMMERCIAL USES PERMITTED BY COPYRIGHT LAW. FOR PERMISSION REQUESTS WRITE TO ATG ELECTRONICS, ADDRESSED "ATTENTION: PERMISSION TO USE," AT EMAIL: CARLOS.A@ATGLEDLIGHTING.COM.

\*\*\*ALL PHOTOMETRIC LAYOUTS, SUBMITTALS, AND QUOTES BY ATG ELECTRONICS AND OTHERS MUST BE PROVIDED AT THE TIME OF PURCHASE ORDER ENTRY. ATG ELECTRONICS IS NOT RESPONSIBLE FOR ANY DISCREPANCIES IN PROVIDED PRODUCT DOCUMENTS ARE NOT SUPPLIED. \*\*\*

PROJECT NAME	<b>CA111824RR-WINDING CREEK DRIVING RANGE &amp; 9-01.AGI</b>		
EMAIL	<b>CARLOS.A@ATGLEDLIGHTING.COM</b>		
MANAGER	<b>RUBEN RIVERA</b>		
DATE	<b>11/18/24</b>		
NOTES	<b>CALCULATIONS AT 2.5' ABOVE GRADE UNLESS OTHERWISE SPECIFIED, GRID @ 10'x10', TEES @ 2'x2'</b>		
FIRM	<b>NAME</b>		
REVISION	<b>#</b>	REVISE DATE	<b>-@date</b>
			PAGE
			<b>Page 5 of 5</b>

32

welcome home.

Approximately 2258 sq ft



MODERN FARMHOUSE

*designed by:* *FH*



AMERICAN CLASSIC

*designed by:* *FH*



MODERN FARMHOUSE  
(WITH OPTIONAL BRICK)

*designed by:* *FH*



WESTERN CRAFTSMAN  
(WITH OPTIONAL BRICK)

*designed by:* *FH*

Images & Options Available at [fischerhomes.com](http://fischerhomes.com)

Our Plans Include You