



Planning Commission

~Agenda~

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Clerk of Council
937-535-1005

August 19, 2025

6:00 PM

Payne Recreation Center

I. Call to Order

II. Approval of Minutes

A. Planning Commission Meeting Minutes - July 15, 2025

III. Public Hearing

A. TRC & City Planner Staff Report - Staff Report covering all items of this Planning Commission Meeting

B. R-02-2025 - Tabled Zoning District Change Case for 3305 Main Street

C. R-03-2025 - Zoning District Change from R-2 to B-1 at 6844 Germantown Pike and Additional Land

D. TA-01-2025 - MCO 351.09 Maximum 48 Hour Street Parking and Trailer Parking

E. TA-02-2025 - MCO 521.07 Fences

F. TA-03-2025 - MCO 1181.04 Standards for Accessory Buildings and Uses in Residential and Agricultural Districts

G. TA-04-2025 - MCO 1181.05 Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts

H. TA-05-2025 - MCO 1185.18 Trailers and Trailer Parks

I. TA-06-2025 - New MCO Section "Mobile Food Vendors"

IV. Business

A. S-02-2025 - Minor Subdivision Replat for the Yowell & Morris Properties

B. S-03-2025 - Lot Combination from the S-02-2025 Case for ROW Access

V. Other Business

VI. Adjournment

RECORD OF PROCEEDINGS

Minutes of Planning Commission

Held July 15, 2025

Call to Order

Meeting called to order at 6:02 PM.

Caleb Stapleton	Chair	Present
Kevin Howard	Member	Absent
Tom Watts	Member	Present
Gina Delph	Member	Present
Stephen Noel	Member	Present

Staff Members Present: City Planner Nick Sorice, Building and Zoning Administrator Brent Carpenter, Public Information Officer Aaron Vietor, and Police Division Secretary Shawn Sanford

Mr. Watts moved to excuse Mr. Howard's absence; Mr. Noel seconded the motion.

RESULT: Passed (*Yes 4, No 0, Abstained 0*)
MOVER: Tom Watts
AYES: Caleb Stapleton, Tom Watts, Gina Delph, Stephen Noel
NAYS: None
ABSTAIN: None

Approval of Minutes

Planning Commission Meeting Minutes - May 20, 2025

Mrs. Delph moved to approve the May 20, 2025, Planning Commission meeting minutes; Mr. Noel seconded the motion.

RESULT: Passed (*Yes 4, No 0, Abstained 0*)
MOVER: Gina Delph
AYES: Caleb Stapleton, Tom Watts, Gina Delph, Stephen Noel
NAYS: None
ABSTAIN: None

Business

R-02-2025: Zoning District Change of 3305 Main Street from R-2 to B-2

Notary Public Shawn Sanford administered an oath to all present who will be speaking at the meeting.

Staff Report:

City Planner Nick Sorice reported that the applicant is Omar Shaker and the location of this zoning district change is 3305 Main Street, Lot No. 2152. He noted the current zoning district is R-2, a single-family zoning district and the proposed zoning district is B-2, a general business district. He said this is a property in which the structure has not held a former business or usage within the property for more than two years. He noted in the Moraine Codified Ordinances (MCO) Chapter 1191.02(c) it reads: If the nonconforming use of land is discontinued for two or more years, any further use thereof shall be in conformity with all the provisions of this Zoning Code. Mr. Sorice stated that language is from an Ordinance passed April 28, 1994. He said the application for a zoning district change lists tobacco sales as a proposed use. He said in the MCO Planning and Zoning Code,

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B-2 General Business District, under Permitted Uses (a)(22) is where retail tobacco stores is located. He said this formality will be brought before the Planning Commission prior to a 30-day legal notice for a public hearing brought before City Council. He said all legal notices were issued per Moraine Codified Ordinances Chapter 1127. Mr. Sorice reported the Technical Review Committee reviewed the application for a zoning district change on July 3, 2025. He said the following information was reviewed by the Committee. He reported the structure at 3305 Main Street was constructed in 1945 and consists of 416 square feet. He said the building was constructed prior to Moraine being incorporated as a City in 1965 and prior to the establishment of the Zoning Map and Planning and Zoning Code. He said according to the committee review, this property has always been a commercial use. He said records are attached in the packet regarding usage permits on the building and the records hold a historical record of commercial use. He stated that information is something to consider with the rezoning; however, the commission has to abide by the Planning and Zoning Code of a B-2 zoning district for the land use of 3305 Main Street for tobacco sales to take place. He said there are many other uses in a B-2 zoning district listed in the packets. He said the current certificate of occupancy is mercantile or use group M which came from a 2011 certificate of occupancy that was approved as a pre-existing condition. He said the certificate of occupancy remains with the building and is still active. He stated tobacco sales are permitted under a mercantile use group from the Ohio building code as it does pertain to retail.

Mr. Stapleton asked if anyone had questions about the Technical Review Committee report. Seeing none, Mr. Stapleton invited comments from the applicant.

Opponents/Proponents:

Laura Reyes spoke on Mr. Shaker's behalf. She stated that with this property becoming a commercial property again, new job opportunities will be brought to the area, there will be an increase in the City's tax revenue, and the property is on the RTA route and convenient for everyone to get to. She said the property is close to other commercial properties. Ms. Reyes reported the property was previously commercial and is in compliance to be commercial again. She said there will be no increase of noise from the business, and the street is accustomed to the higher flow of traffic. She noted the property has always been commercial and would not accommodate a residential use.

Mr. Jerry Dunn of 140 Salem Drive, Springboro, Ohio, said he represents 3315 Main Street. He said he checked and the property at 3305 Main Street has never been commercial but did have a special usage as a barber shop in the 1940's into the 1970's. He noted there is no parking in the front and there is a variance for people in the apartment building to park on that property which takes parking away from the property. The building next door was a grocery store which lost its special usage and is now an apartment building which is not zoned multi-family. He said Family Market down the street is not zoned Business. He said one of the problems is if the City ever wants to make a comprehensive change, a zoned property at that location will cause a problem. He said he is not against anyone owning and running a business, but he feels there is no business in that area that is zoned a business, and the area is all residential. He said the last time the property was a smoke shop, customers parked in the church parking lot and people were leaving debris in the lot. He remarked that a special use is one thing and that use can go away, but once the property is zoned, it is zoned.

A resident of 4701 Miami Shores stated he and his wife owned the former Trading Post near the property many years ago. He said he believes the property is not large enough to handle a smoke shop. He indicated that when the former smoke shop was located at the property, customers used the nearby church for parking. He reported he is against the property being rezoned.

Ms. Reyes spoke regarding the parking issue, and stated that there are 3900 square feet of blacktop. She noted that three vehicles can be parked in front of the building and there is room for six vehicles to be parked behind the building according to the Montgomery County Auditor's website and personal experience.

Mr. Shaker confirmed for Mr. Watts that he purchased the property. He indicated he checked with the City and on the City's website, and the property was zoned as a commercial property or multi-use.

Mr. Watts stated the property was never zoned properly, and he believes that is the fault of the City.

Mr. Shaker stated if the property was zoned properly for commercial they would not be here today. He indicated the building is not meant for anything else but a commercial building.

Mr. Watts indicated in the 1980s the building was sold to the owner of the adjacent apartment building at that time. He explained that the building Mr. Shaker owns now, was granted special usage and was used as a pizza shop. Mr. Watts said because the owner had both properties, the parking abilities were not really an issue.

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He indicated that he thought parking for vehicles was going to be a huge issue, especially with the apartments located next door.

Mr. Shaker and Mr. Watts exchanged thoughts regarding parking.

Mr. Watts asked Mr. Sorice if there were enough parking spaces necessary to accommodate a business according to square footage of said business.

Mr. Sorice indicated that there is adequate parking, however, the building will need to remain as it currently stands and cannot be altered in any way and that is the same with parking. He stated the facility and the occupancy are okay, and the issue is the land that the facility sits on and the two-year discontinuation of business.

Mr. Watts stated that he hopes all goes well with Mr. Shaker's business. He stated if the business is not successful, however, the City has zoned that property as B-2 and the City cannot stop any B-2 approved businesses from opening at that location.

Mr. Sorice said B-2 zoning allows tobacco retail sales. He stated all permitted uses are the same as within a B-1 neighborhood business district, and he listed the uses. He reported there are special uses allowed in a B-2 district and he read the list of approved special uses. He added the B-1 zoning is for neighborhood businesses such as local restaurants, local smaller businesses, retail services, sales, and anything permitted in the R-4 district as well and anything below that including business and professional offices and pretty much a lot of the similar things that were listed as approved in a B2 district. He said due to tobacco sales being on the application, that is why the B-2 zoning was raised up. He asked Mr. Shaker what kind of other tenants have reached out to him about the specific structure.

Mr. Shaker replied someone wanted to open a barber shop, someone wanted to open a hair salon, the gentleman from the smoke shop, and a gentleman who owns a clothing store somewhere in the mall wanted to open up a store there.

Mr. Sorice asked what Mr. Shaker is open to in terms of tenants and if he is aiming at a certain industry? Mr. Shaker said he did not want to do anything besides just invest in the city of Moraine. He noted he is a medical doctor and there are five investors who want to invest in a city like Moraine. He said they feel like there is a lot of opportunity to make money within Moraine.

Mr. Watts asked if Mr. Shaker's group bought the adjacent apartment building?

Mr. Shaker said that was the plan, and then they got into the mess with the zoning. He said they put everything on hold until the zoning is figured out. He remarked the investors were looking at six properties altogether, and then the first one was a problem.

Mr. Watts noted that there are some uses in a B-2 that are quite concerning, one being a nightclub.

Mr. Shaker stated it is not his intention to rent the space to someone to open a nightclub in 550 square feet.

Mr. Watts asked Mr. Sorice if he has with him an overview of the Comprehensive Plan.

Mr. Sorice replied that he has a map of that area according to the Comprehensive Plan. He said the map shows everything as R-2 throughout the area. He noted in terms of getting businesses in on Main Street, that has always been talked about. So, it's something to just take with a grain of salt when it comes to that map because that Comprehensive Plan would take away the

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opportunity for multifamily development along Main Street or anything outside of R-2. He said the map is just a guiding document.

Mr. Watts explained that the City, every 10 to 15 years, creates a Comprehensive Plan of what staff would like the City's outward goals to be. He said the property according to the Comprehensive Plan, which is supposed to be the Bible that this board lives and breathes, is supposed to be residential in the future.

Mr. Shaker said any city would like to attract more businesses for job opportunities and more taxes. He stated he does not see that the building could be anything else except a business as it has always been.

Mr. Watts asked if it is possible to get a special use zoning reestablished for that building instead of taking that building to a permanent B-2?

Mr. Sorice said the commission can consider a conditional use temporarily.

Building and Zoning Administrator Brent Carpenter confirmed a conditional use could be granted through BZA.

Mr. Sorice said the City has a section of the code that if this item goes through BZA, Board of Zoning Appeals, the business can be granted a special use, conditional use permit for operating a business on an R-2 piece of land.

Mr. Shaker stated if the previous business was never closed at any point, they would not be here as the permit would continue.

Mr. Sorice clarified that if occupancy changed at any point, the occupant would have to get a special use permit. He said dealing with the land portion, this would have to go through BZA for a non-conforming land use permit for business activity to occur.

Mr. Shaker remarked that if he knew from day one he would have to go through all this, he probably would not have purchased the property. He said he did his due diligence, he contacted the City, and he came to the City along with his agent,,and everybody agreed he was good to go ahead and buy. He said it was a learning experience for everybody as nobody knew anything about that two-year business gap.

Mr. Watts commented that, unfortunately, there are a lot of areas down that part of the street that are not zoned properly either.

Mr. Shaker said the City needs people like himself to come up and zone properties properly so this problem does not continue.

Mr. Watts expressed his concern that Mr. Shaker could buy the adjacent property, have that property rezoned, and then could tear both down and build whatever business Mr. Shaker wants as there is not a lot the City could do to stop it.

Mrs. Delph confirmed with Mr. Sorice that a new business would have to have permission for that business from the City.

Mr. Noel confirmed with Mr. Sorice that with a B-2 rezoning, the location could not be rezoned to anything more restrictive, and If this goes through BZA, Mr. Shaker can cycle through tenants.

Mr. Shaker said they came to the city with the gentleman who was going to rent the building and

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spoke with multiple people that day, and they confirmed that property could be used for that particular business purpose..

Mr. Stapleton asked if anybody else in the audience had any more questions?

Mr. Dunn said he does not understand how somebody can get a variance on somebody else's property for a property they don't own. He said this gentleman owns this building yet there is a variance stating that the property owner has to let the people at the apartment building park on his property. He said he does not understand how this came about.

Mr. Sorice reported he did show Mr. Dunn that there was an easement in 2007 in Montgomery County records.

Mr. Dunn said with that easement in 2007, the same person owned both properties. He asked why then was that property sold without that easement being told to Mr. Shaker?

Mr. Sorice said that is out of the City's control.

Dr. Dunn said he did not know you could turn a grocery store into an apartment. He said the Comprehensive Plan shows a different plan for that area. He said if the City is going to pay somebody for a comprehensive plan, he thinks the City should follow through with that. He said if the City is not going to follow through with that plan, then why is the City spending all the money to have one done?

Mr. Sorice stated if Mr. Shaker goes through a change of occupancy and the occupancy was not mercantile but a different building usage, the commission would have to go through this process of rezoning to whatever the business may need to be such as a B1 or B2 for example. He said with a special use permit for non-conforming land through BZA, hypothetically, the business would have to stay within those uses. He said if there is a change of occupancy on that building, that is where it gets kind of confusing between the land and building, the property would have to go through the whole process all over again and would have to be rezoned. He gave the example if the owner bought both lots and tore down the 3305 building, the owner would have to go through a whole land use change, zoning district change.

Mr. Stapleton closed the floor for questions.

Mr. Stapleton said if the commission wants the owners to get a special use permit that is BZA and not Planning Commission. He said if that is the suggestion, then this decision is either a no or the item is tabled.

Mr. Watts said he does not want to push this to a B-2 zoning district. He said the building has always been special usage and that distinction has a lot more civic control.

Mr. Noel said, in defense of somebody who bought something to invest in our City, they are limited in what they can do in a B-2 district right there as far as it currently stands. He said the property is very much a limitation unless one of those other properties becomes up for grabs.

Mr. Watts said once this property goes B-2, the tax status of this property changes substantially as well, and that is not a benefit to the owners. He said using the property as a special usage. Yeah. It's a hassle that he would have to come back here every time a new tenant moves in.

Mr. Stapleton said until the commission can figure out the Comprehensive Plan, he is leaning towards the special usage idea of BZA and just passing that off where it needs to go.

Mrs. Delph said she agrees. She said if the City has invested so much money for the

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comprehensive plan, she thinks the commission should direct its path as close to the plan as possible.

Mr. Stapleton asked if the commission wants to vote on this tonight or wants to table this until BZA has a chance to look at this?

Mr. Noel moved to table this case; Mrs. Delph seconded the motion.

RESULT: Passed (*Yes 4, No 0, Abstained 0*)
MOVER: Stephen Noel
AYES: Caleb Stapleton, Tom Watts, Gina Delph, Stephen Noel
NAYS: None
ABSTAIN: None

Mr. Stapleton clarified that the commission tabled this discussion until after BZA has had a chance to look at this case for a special use permit.

Mr. Sorice said staff can walk Mr. Shaker through those steps on how the BZA process works. He said the paperwork can get started as soon as even tomorrow, and this can be moved to a meeting the first week of August. He confirmed for Mr. Shaker this would be faster than rezoning, and the permit would not have to go through City Council.

Mr. Shaker said he is good with that. He remarked it is not fair that people are looking at a website at a building to purchase and the website states incorrectly that the property is zoned commercial.

Mr. Stapleton confirmed that was the county auditor's website.

Mr. Shaker said he is good with whatever the commission decides. He noted he is asking for help and everyone is all on the same page here.

Mr. Sorice said this is a neutral point right now. The item is being tabled and it can still be untabled. He stated there is a possibility for the business and this could go to BZA next month and then re-evaluate the special conditional use permit and everything for that property.

Other Business

Mr. Watts said in years past when this type of situation came up, the City of Moraine erected a sign in front of said address that gave public notice to a zoning change. He said when you do a rezoning of a piece of property, there is an economic impact on a community. He said the neighbors in said areas sometimes do not read the Moraine report, sometimes do not get into a City facility to see the public notifications, and sometimes do not have avenues to get the Dayton Daily News. He reported that the Street Department would put up a sign regarding a zoning request for property.

Mr. Sorice said BZA does that and with a zoning district change, anyone within a 200-foot radius gets sent a letter with the same legal notice that is posted on the televisions. He discussed ways to rezone Main Street properties.

Mr. Carpenter further explained B-2 zoning for the commission.

Mr. Noel said as a committee, a goal should be to work on the zoning cleanup.

Mr. Stapleton said he would like to schedule a meeting for August 19, 2025, to discuss issues.

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Minutes of **Planning Commission**

Held **July 15, 2025**

Mr. Watts reminded the commission members of remarks made by Ms. Marcus at and after the last Planning Commission meeting. He said she accused the members of doing things under the table and not above board. He said Ms. Marcus made negative remarks about Mr. Sorice and Mr. Davis. He noted he has yet to hear Ms. Marcus make an apology for those remarks. He said the Law Director has approached Ms. Marcus with findings that were absolutely nothing. He apologized to the board for the remarks made by Ms. Marcus.

Adjournment

Meeting adjourned at 7:20 AM.

TRC & City Planner Staff Report - Staff Report covering all items of this Planning Commission Meeting

Department: Community Development

Request: Staff Report

Item Background and Purpose:

TRC Staff Report

Attachments:

1. August 19 Staff Report
2. Opposition Letter
3. Jefferson Township Resident Letter - Dollar General
4. Email from ODOT City Planner



Technical Review Committee

Michael Davis, City Manager
Nick Sorice, City Planner
Doug Hatcher, Fire Inspector
Lauren Alvarado, City Engineer
Brent Carpenter, Building & Zoning Administrator
Beth Waters, Community Development Secretary

Planning Commission

Staff Report

**R-02-2025 (Tabled), R-03-2025, S-02-2025, S-03-2025, TA-01-2025, TA-02-2025,
TA-03-2025, TA-04-2025, TA-05-2025, TA-06-2025**

R-02-2025 (Tabled)

Case R-02-2025 was tabled at the July 15, 2025 Planning Commission Meeting. Planning Commission will need to un-table it to make a decision based on the information provided. This is a nonconforming use of land from MCO Chapter 1191.02 as its present zoning district is R-2 (Single Family Residence District) and is beyond the 2-year window of being a vacant property and/or business. A B-2 was requested due to tobacco sales usage for the building. The current Certificate of Occupancy on file with the City of Moraine is Mercantile or M Use.

R-03-2025

The developer, A4 Real Estate Group, operated by Josh Allen, requests for a section of land encompassing 6844 Germantown Pike and additional land, for a total of 1.5 acres, for a Zoning District Change of R-2 to B-1. As shown on the Rezoning Exhibit, the boundaries of land requested are shown. If this were to be approved, a subdivision case would need to follow for proper lot lines and ownership. At 6844 Germantown Pike, there is currently a vacant dwelling that has had numerous property concerns and is also presently a hazard for the neighbors as individuals have been reported breaking into the structure in addition to overgrowth issues surrounding the property. On the Rezoning Exhibit, there are B-1 districts to the south-east of Germantown Pike, as well as additional B-1 districts on S. Union Road which is where Ellerton Cemetery and the 2 church properties currently are. Looking at the Comprehensive Plan for Future Land Use at that parcel, it indicates it as a Single Family Detached Dwelling or a R-2 District. The Community Development Department has received 2 phone calls to date regarding the rezoning proposal as it is for a Dollar General to be developed on the property. I also included the distances of Dollar Generals to this location in your packet for review. This would be the only Dollar General within the City Limits of Moraine.

S-02-2025 & S-03-2025

This subdivision case is a formality for the Yowell Trucking and Kirk Morris Properties located between Dorothy Lane and Cardington Road. We held this same subdivision adjustment last year, however, there was a change in the ownership with the Yowell Family from the legal writing, as this is for the sale of a property. This has now been corrected with the parties applying for this case. This case will coincide with S-03-2025 to follow immediately after as landlocking will occur in this current case of S-02-2025. On the record plan, there is a lot adjustment to City Lot Number 5513, which would create 2 new Parcels, creating 2 new City Lot Numbers: 5674 and 5675. In the next case, S-03-2025, a lot combination will occur to combine Lots 5675 and 3194, to create 1 City Lot Number, 5676, that will have access to Cardington Road. Simply said, this is just a formality of land adjustment and a correction from the parties applying that occurred from last year's cases.

TA-01-2025

All of these text amendments presented today came from City Staff on revising the Ordinances that Moraine currently has. On TA-01-2025, This is for MCO section 351.09 titled "Maximum 48 Hour Street Parking" with the addition of "And Trailer Parking" to the title. The changes of text have been made in bold for additions or crossed through for deletions. This text amendment assists City Staff in enforcing street parking for trailers in addition to cars as we have had this occur in the past. It also clarifies recreation vehicle to be included in this section. Essentially unless if you are a contractor actively doing work on a property or loading a camper for a trip, then you will need to remove your trailer or recreational vehicle, or vehicle from the road if it surpasses 48 hours. This is also a traffic safety addition to the ordinances as it will limit sight impairment and vehicles from not moving in the road for long periods of time. It also references Section 1412.02, which will go straight to Council for voting, that I included in your packets as well.

TA-02-2025

On TA-02-2025, this is for MCO section 521.07 titled "Fences" in which clarity is needed for fence requirements. The Ohio Building Code requires any fence over 6 feet to have a building permit in order for approval to move forward. This also clarifies that spiral barbed wire is not permitted on any fence in any district of the City of Moraine. 3 Strand barbed wire maximum is still permitted in industrial permits. Anywhere else will require a variance through the BZA. If a business that currently has barbed wire fencing that has been damaged and needs repair, is allowed without a variance. This section along with the other sections highlighting fences states that fences cannot display rust or damage.

TA-03-2025

TA-03-2025 refers to MCO section 1181.04 titled "Standards for Accessory Buildings and Uses in Residential and Agricultural Districts". This is to touch up again on the fencing ordinance changes we are trying to make uniform throughout the MCO. Barbed wire and electrical fencing are not permitted in residential or agricultural zoned properties. However, sharp pointed and barbed wire fencing is permitted in agricultural districts only for the use of keeping animals enclosed in an area. Battery-charged fencing is permitted in non-residential districts and agricultural districts upon the issuance of a Zoning Permit and shall comply with ORC 3781.1011. In this section, I wanted to highlight that the addition of corner lots, double frontage lots, and reverse corner lots and their fencing requirements. This code addition helps provide authority and specific outlining for these lot fence requirements as the fence will have to be either 8 feet away the street-side lot line, or aligned with the house, if the house is built closer

than 8 feet to the side lot line, as is common in the older neighborhoods, aligning with the house brings a cleaner look and prevents site impairments at ROW intersections.

TA-04-2025

TA-04-2025 refers to MCO section 1181.05 titled “Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts”. This is to bring provisions to Business Districts and Industrial Districts. With several additions such as the ORC 3781.1011 battery charged fencing being permitted in non-residential districts with a Zoning Permit, Height Requirements of fencing in Business and Industrial Districts (B1 and B2 districts to not exceed 6 feet in height for side and rear yards, and not 4 feet in height in front yards), and an Industrial Fencing section stating that Industrial Districts of M1 and M2 shall have fence height proposals approved by the Community Development Department prior to any building permits. We also added the set-back requirements along ROW’s and sidewalks in Business and Industrial Districts to be approved by the Community Development Department to ensure proper safety and visibility (especially at corners and intersections).

TA-05-2025

TA-05-2025 refers to MCO section 1185.18 titled “Trailers and Trailer Parks”. Similar to TA-01-2025, this text addition and amendment adds 48 hour parking restrictions on a driveway or off-street parking location, unless it is being used for loading/unloading or for active contractor work occurring at the site. This would be in sections Districts: A, R-2, R-2A, R-3, R-4, B-1, C, and WO District. It also highlights again on prohibiting street parking of trailers or recreational vehicles in all zoning districts unless it is being used for loading/unloading or for active contractor work on site.

TA-06-2025

TA-06-2025 is a text amendment that will bring a whole new section to the MCO, titled “Mobile Food Vendors” as we do not have anything in our ordinances for food trucks which as you already know, are popular in Moraine. In order to operate a food truck, you must get a peddlers/solicitors permit, whereas this will create a food truck permit for Moraine. This is a lengthy in-depth section that I wrote with the help of nearby jurisdictions and research of common regulations with food trucks. This also outlines the overall provisions, fees, tax requirements, penalties, overall safety of food trucks. If you have any questions regarding this section, please feel free to ask any questions as this is the largest text amendment/addition of today’s meeting.



Nick Sorice
City Planner

Opposition to Proposed Dollar General Store at 6844 Germantown Pike

From Laura Berry <kensee1986@att.net>

Date Wed 8/13/2025 8:56 PM

To Nicholas Sorice <Nsorice@moraineoh.org>

Laura Berry and Christopher Wooten
4544 South Union Road
Moraine Ohio 45342

August 14, 2025

To:

City of Moraine Ohio Council or Planning & Zoning Commission
4200 Dryden Road
Moraine, Ohio 45439

Dear Council Members/Commission Members,

I am writing to formally express my opposition to the proposed development of a Dollar General store which is currently zoned for residential use. Our community selected this area for its rural character, open spaces, and quiet environment. Permitting a commercial retail store-particularly one of this size and type-would significantly alter the nature of our neighborhood. The addition of such a store would likely lead to:

The influx of delivery trucks and additional daily traffic resulting from a Dollar General store raises safety concerns, particularly for children, pedestrians, cyclists, and local wildlife, due to rural roads being ill-equipped to handle such volumes. Research indicates that the presence of chain discount stores in rural residential areas can lead to decreased property values, hindering residents' ability to safeguard their investments. Preserving Rural Character: The community's peaceful, low-density nature may be compromised by extended business hours, bright signage, and increased noise from deliveries and customers. Avoiding a Precedent for Commercialization: Approving this project's rezoning may set a precedent for additional commercial enterprises, potentially altering the neighborhood's identity and appeal. There are more commercially zoned areas within the city limits that would be better suited to accommodate a store of this nature, thereby preserving the character and safety of our residential neighborhood. I urge you to protect our community by rejecting any rezoning requests or special use permits for this project. Thank you for your consideration and dedication to maintaining the integrity of our city's zoning and land-use policies.

Sincerely,

Laura Berry & Christopher Wooten

Sent from my iPhone

Dollar General

From Erika Mattingly <erikamattingly@yahoo.com>

Date Fri 8/15/2025 2:52 PM

To Nicholas Sorice <Nsorice@moraineoh.org>

Good afternoon,

I live on Farmersville-W Carrollton Rd and I was excited to learn about the possibility of getting a Dollar General store built on Route 4. It would be nice to have a location a bit closer than Germantown to pick up food or household items. Hopefully, it will have the proper landscaping and screening to satisfy the neighbors located nearby.

Thanks,

Erika Mattingly

RE: 6844 Germantown Pike - Dollar General Rezoning Case

From Scott.Schmid@dot.ohio.gov <Scott.Schmid@dot.ohio.gov>

Date Mon 8/18/2025 12:35 PM

To Nicholas Sorice <Nsorice@moraineoh.org>

Cc Loryn.Bryson@dot.ohio.gov <Loryn.Bryson@dot.ohio.gov>

Hi Nick,

Based on the data that I'm seeing in our own GIS and Montgomery County GIS, that parcel and the adjacent section of State Route 4 are all within city corp. As this is a local rezoning and would require a local access permit, ODOT has no comments on this case.

Please let me know if you need anything else or have questions.

Thanks,

Scott Schmid

District 7 Planner

1001 St. Mary's Avenue

Sidney, Ohio 45365

937.497.6888

Scott.Schmid@dot.ohio.gov



**Department of
Transportation**

From: Bryson, Loryn <Loryn.Bryson@dot.ohio.gov>

Sent: Monday, August 18, 2025 12:02 PM

To: Schmid, Scott <Scott.Schmid@dot.ohio.gov>

Subject: FW: 6844 Germantown Pike - Dollar General Rezoning Case

Loryn Bryson

Public Information Officer

District 7 Deputy Director's Office

1001 St. Marys Avenue

Sidney, Ohio 45365

D: 937.497.6959 C: 937.210.8027

loryn.bryson@dot.ohio.gov



Department of Transportation

From: Nicholas Sorice <Nsorice@moraineoh.org>
Sent: Monday, August 18, 2025 12:00 PM
To: Bryson, Loryn <Loryn.Bryson@dot.ohio.gov>
Subject: 6844 Germantown Pike - Dollar General Rezoning Case

You don't often get email from nsorice@moraineoh.org. [Learn why this is important](#)
Hi Loryn,

Let me know if you have any questions, concerns, or anything to add to this case.

Thank you Loryn! I appreciate your help very much!

Nick Sorice

City Planner, MPA

City of Moraine

937-535-1037

<https://ci.moraine.oh.us/>

The Community Development Office is currently located in the Payne Recreation Center at 3800 Main St. Moraine, OH 45439, until further notice due to the Government Center remodel.



*The City of Moraine, Ohio
"Progress Through Unity"
Established 1965*

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

R-02-2025 - Tabled Zoning District Change Case for 3305 Main Street

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Tabled Zoning District Change Case for 3305 Main Street. Requesting from R-2 to B-2

Attachments:

1. R-02-2025 Legal Notice TABLED
2. Reviewed Application Scanned
3. MCO 1191
4. MCO B-1
5. MCO B-2
6. MCO R-2
7. Zoning Map



**R-02-2025 (TABLED)
LEGAL NOTICE**

An application for a Zoning District Change in accordance with Moraine Codified Ordinances (MCO) Chapter 1127 was submitted through the Community Development Department.

A Planning Commission Meeting for a Zoning District Change was held on Tuesday, July 15, 2025 at 6 p.m. The Planning Commission Tabled the Case for August 19, 2025.

The agenda from this Zoning District Change was a request submitted by Omar Shaker for the premises located at 3305 Main St. Moraine, OH 45439. City Lot Number: 2152

Omar Shaker requested for a Zoning District Change from R-2 (Single-Family Residential District) to B-2 (General Business District).

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm on Tuesday, August 19, 2025, at the Payne Recreation Center: 3800 Main St. Moraine, OH 45439.

Additional information regarding this proposal may be obtained by visiting the Community Development Department or by contacting Nick Sorice, City Planner, at 937-535-1037.

City of Moraine Planning Commission

Application for Zoning District Change

Revised 11/2021

Reviewed by Nick Sorice 07/01/2025

Paid: 07/01/2025

Office Use (This Section only)

Receipt #

6932

Date Received: 06/30/2025

Application No.: R-02 - 2025

Fee: \$200

Proposed Zoning Dist.: B-2

PUD District? N/A ☐

PUD Site Plan? N/A ☐

Location Information - General

City Lot Number(s): 3305 Main Street Area in Acres: .1188

Site Address: 3305 MAIN STREET MORaine OHIO 45431

Applicant(s) – Please include additional owners, applicants, or developers on back of application

Name of Owner: Omar Shaker

Address: 10980 Cobble Brook Drive City: centerville State: ohio

Contact Phone: 937-977-8448 Email: Centervilletowing@icloud.com

Zoning Data

Present Use: C - SMALL (UNDER 10,000SF) DETACH RETAI Certificate of Occupancy: M

Present Zoning Dist.: ~~MULTI USE SALES~~ R-2 Proposed Zoning Change: ~~none~~ B-2

Proposed Use(s): TOBACCO Sales

*Changes above were communicated to Omar Shaker via email and phone conversation

Supporting Information

Your Application must include the following information. This information should be provided as an attachment to this application at the time of its filing. Failure to provide such information may delay the processing of your application.

- Vicinity Map, showing property lines, streets, existing and proposed zoning
- List of owners for all property within 200 feet of any property included in this application. This includes properties immediately contiguous, across any streets, or properties that are non-adjacent but within the 200 foot radius.
- If applying for PUD approval, include all materials and information required by MCO Chapters 1155.05(c) and/or 1155.06(d), as applicable.

Omar Shaker

Applicant Signature

06/30/2025

Date

CHAPTER 1191

Nonconforming Lots, Structures and Uses

1191.01 Nonconformance prior to effective date of Code.

1191.02 Nonconforming use of land.

1191.03 Nonconforming use of building.

CROSS REFERENCES

Board of Zoning Appeals - see CHTR. 7.4; P. & Z. Ch. 1125

Nonconforming uses, retroactive measures - see Ohio R.C. 713.15

Nonconforming lot defined - see P. & Z. 1115.03(a)(229)

Nonconforming structure and use defined - see P. & Z. 1115.03

(a)(231), (232)

Signs for nonconforming uses - see P. & Z. 1189.21(e)

Issuance of zoning certificate for nonconforming uses - see P. & Z. 1193.02

1191.01 NONCONFORMANCE PRIOR TO EFFECTIVE DATE OF CODE.

Any lawful use, building or structure existing at the time of the enactment of the ordinance comprising this Zoning Code may be continued, even though such building or structure may not conform with the provisions of this Zoning Code for the district in which such building or structure is located.

(Ord. 1069-94. Passed 4-28-94.)

1191.02 NONCONFORMING USE OF LAND.

(a) No extension, substitution, relocation, enlargement or alteration shall be made on a tract, site or parcel of land where a nonconforming use is maintained, unless the extension, substitution, relocation, enlargement or alteration is in full compliance with all the provisions of this Zoning Code.

(b) The removal of earth for the purpose of enlarging or extending a nonconforming use, gravel pit or quarry; and the extension or enlargement of any nonconforming use, gravel pit, excavation or quarry; and the extension or enlargement of any nonconforming use, structure or building for the processing, treating or refining of gravel or other material deposits, when located in or within 200 feet of any R-2, R-3, R-4 or B-1 District, is hereby declared and determined to be detrimental to the health, morals, safety and general welfare of the City, and shall not be permitted.

(c) If a nonconforming use of land is discontinued for two (2) years or more, any further use thereof shall be in conformity with all the provisions of this Zoning Code.

(Ord. 1069-94. Passed 4-28-94.)

1191.03 NONCONFORMING USE OF BUILDING.

(a) Where no structural alterations are made in any building containing a nonconforming use, such use may be changed to one of a similar or higher classification, but no building in which a nonconforming use has been changed to a more restricted use shall be devoted to a less restricted use.

(b) The lawful use of a building at the time of the enactment of this Zoning Code, although the use of such building does not conform to the provisions of this Zoning Code, may be extended throughout the building provided no structural alterations are made except those required by law and provided it is permitted by the Board of Zoning Appeals.

(c) No non-conforming use may be re-established in any building where such nonconforming use has been discontinued for a period of two (2) years.

(Ord. 1069-94. Passed 4-28-94; Ord. 1587-05. Passed 7-14-05.)

CHAPTER 1151

B-1 Neighborhood Business District

1151.01 Purpose.

1151.02 Uses.

1151.03 Site development regulations.

CROSS REFERENCES

Definitions - see P. & Z. Ch. 1115

Accessory buildings and uses - see P. & Z. 1181.02, 1181.05

Supplemental regulations - see P. & Z. Ch. 1185

1151.01 PURPOSE.

The B-1 Neighborhood Business District is intended to provide for relatively small business and service establishments in suitable locations primarily to serve the daily staple needs of residents. (Ord. 1203-97. Passed 7-10-97.)

1151.02 USES.

(a) Permitted Uses.

- (1) Minor B-1 District which is entirely surrounded by R Districts and which district, including the streets, contains less than five acres.
 - A. Any use permitted and as regulated in the R-4 District;
 - B. Retail sales and services including any local convenience retail and for service uses including: grocery, fruit or vegetable store, meat market, drug store, shoe repair shop, hardware and paint stores, barber and beauty shops, dry cleaning and laundry pickup stations, laundromats;
 - C. Business and professional offices, supplying commodities or performing services primarily for residents of the neighborhood;
 - D. Restaurant, cafe, not including dancing or live entertainment;
 - E. Automobile service station, minor repair and storage garages; and
 - F. Commercial parking lots for passenger vehicles except as otherwise provided in the Zoning Code;
 - G. Accessory building incidental to the principal use. Regulations governing accessory facilities and uses are specified in Chapter 1181.
- (2) Major B-1 District. The following uses are allowed, provided no such use shall be permitted in a minor B-1 District.
 - A. Any local retail business or service establishment such as an electrical appliance shop, plumbing and heating shop, printing shop, furniture shop, interior decorating shop, and upholstery shop including automobile, boat and like upholstery;
 - B. Theaters, not including drive-ins;
 - C. Hotel; and
 - D. Garage for general automobile repair; but not including major body and fender work, overall painting and steam cleaning;
 - E. Accessory buildings incidental to the principal use. Regulations governing accessory facilities and uses are specified in Chapter 1181.

(b) Special Uses. The following special uses are subject to review in accordance with Chapter 1117.

- (1) Micro Antenna or wireless communication antenna attached to a pole located in the right-of-way provided the antenna does not exceed more than twenty feet above the highest point of the separate antenna structure and the transmission and receiving equipment is limited to five cubic feet and located in an underground vault and positioned parallel to the road, and is situated on the non-road way side of the pole. Also provided that said facilities meet all standards as set in Chapter 1117 for "Telecommunications: Commercial Mobile Radio, Television and Radio Service Facilities". (Ord. 1203-97. Passed 7-10-97.)

1151.03 SITE DEVELOPMENT REGULATIONS.

(a) Lot Requirements.

- (1) Minimum lot area 5,000 square feet
- (2) Minimum lot frontage 60 feet

(b) Yard Requirements.

(1) Minimum front yard depth.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: 40 feet*

(2) Minimum rear yard depth.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: 40 feet

(3) Minimum side Yard width.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: None required except adjoining any R-District in which case, not less than 10 feet.

(c) Structural Requirements.

- (1) Maximum building height shall be forty (40) feet.
 - (d) Parking and Loading Requirements.
 - (1) See Chapter 1187 for off-street parking and loading requirements.
 - (e) Signs.
 - (1) See Chapter 1189 for size and location of permitted signs.
 - (f) Supplementary Regulations.
 - (1) All permitted businesses, services or processing shall be conducted wholly within a completely enclosed building except for the sale of automotive fuel, lubricants and fluids at service stations and except for off-street automobile parking and loading.
 - (2) Within a major B-1 District all principal permitted buildings shall be located at least fifty (50) feet from any lot in any R District.
 - (3) In any B-1 District fronting directly across the street from any R-2 or R-3 District, the parking and loading facilities shall be distant at least twenty- five (25) feet from the established right-of-way line, and the buildings or the structures at least seventy-five (75) feet from the established right of way.
 - (4) Goods shall consist primarily of new merchandise.
 - (5) Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas fumes, noise, vibration, refuse matter or water-carried waste.
 - (g) See Chapter 1185 for additional provisions for commercial facilities.
 - (h) Special uses shall comply with all pertinent development standards contained in Chapter 1117.
- *The front yard depth shall be measured from the established right-of-way line as shown on the Official Thoroughfare Plan.
- (Ord. 1203-97. Passed 7-10-97.)

CHAPTER 1153

B-2 General Business District

1153.01 Purpose.

1153.02 Uses.

1153.03 Site development regulations.

CROSS REFERENCES

Definitions - see P. & Z. Ch. 1115

Accessory buildings and uses - see P. & Z. 1181.02, 1181.05

Supplemental regulations - see P. & Z. Ch. 1185

1153.01 PURPOSE.

The B-2 General Business District is intended to provide for a variety of retail, service and administrative establishments required to satisfy the needs of the overall community. This District is also intended to accommodate retail trade establishments in the community which cannot be practically provided for in a neighborhood commercial district development.

(Ord. 1203-97. Passed 7-10-97.)

1153.02 USES.

(a) Permitted Uses.

- (1) All permitted uses as provided within the B-1 Neighborhood Business District.
- (2) Department stores;
- (3) Establishments engaged in the retail trade of: drugs, book and stationery stores, apparel stores, jewelry stores, optical goods stores, furniture, home furnishings, cameras-photo supplies, hardware, hobby shops, music, musical instruments, pet sales and supplies, radio and television sales and service, sporting goods, newsstands and similar retail activities, bakery shops, dry cleaning and laundry pick-up station, laundromats, etc.;
- (4) Office equipment and office supply stores;
- (5) Establishments engaged primarily in the fields of finance, insurance and real estate such as banks, credit agencies, investment firms, real estate and insurance offices;
- (6) Miscellaneous business services such as advertising, news syndicates, employment agencies, travel bureaus and ticket offices;
- (7) Engineering and architectural services, legal services, accounting, auditing and bookkeeping services;
- (8) Nonprofit, professional, service, charitable and labor organizations;
- (9) Business schools or private schools operated for a profit;
- (10) Theaters, not including drive-ins;
- (11) Restaurants, including drive-in or fast food;
- (12) Post office and governmental office buildings;
- (13) Automobile service stations;
- (14) Auto and truck rental; new and used car, truck, bicycle or motorcycle sales and services; boat and marine equipment sales, rental and service; trailer sales and rentals; tire sales and repair;
- (15) Cultural institutions including public libraries, public art galleries and public museums;
- (16) Bowling alleys, indoor skating rinks and similar recreational uses;
- (17) Building supplies, garden supplies; commercial greenhouses;
- (18) Commercial baseball fields; swimming pools; golf driving ranges, or similar open air recreational uses and facilities;
- (19) Carpenter, sheet metal and sign painting shops;
- (20) Medical and dental offices, clinics, health centers and hospitals;
- (21) Wholesale sales, warehouses and distribution firms; and

(Ord. 1203-97. Passed 7-10-97.)

- (22) Retail tobacco stores, provided that such stores are located in freestanding structures, and including:

A. Smoking establishments provided that:

1. The parcel on which a smoking establishment is to be located is more than 125 feet from any parcel in a residential district, and
2. Access to the smoking establishment is restricted to persons eighteen years of age or older.

- (23) Accessory buildings and uses incidental to the principal use and as regulated in the B-1 District, except of a type which is prohibited in the M-1 District as a principal use. (Ord. 1901-14. Passed 1-8-15.)

(b) Special Uses. The following special uses are subject to review in accordance with Chapter 1117. (Ord. 1203-97. Passed 7-10-97.)

- (1) Sexually oriented businesses, as defined in Chapter 1115;
(Ord. 1538-04. Passed 7-22-04.)
- (2) Animal hospitals and/or indoor kennels;
(Ord. 1790-11. Passed 1-27-11.)
- (3) Body Shop;
- (4) Manufactured/mobile home parks;
- (5) Night clubs, discotheques, etc.;
- (6) Temporary and/or outdoor sales of plants and garden supplies; and
- (7) Micro Antenna or wireless communication antenna attached to a pole located in the right-of-way provided the antenna does not exceed more than twenty feet above the highest point of the separate antenna structure and the transmission and receiving equipment is limited to five cubic feet and located in an underground vault and positioned parallel to the road, and is situated on the non-road way side of the pole. Also provided that said facilities meet all standards as

set in Chapter 1117 for "Telecommunications: Commercial Mobile Radio, Television and Radio Service Facilities". (Ord. 1203-97. Passed 7-10-97.)

1153.03 SITE DEVELOPMENT REGULATIONS.

(a) Lot Requirement.

- (1) Minimum lot area 10,000 square feet
- (2) Minimum lot frontage 80 feet

(b) Yard Requirements.

(1) Minimum front yard depth.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: 40 feet*

(2) Minimum rear yard depth.

- A. Dwelling: Same as permitted in R-4 District.
- B. Other Permitted Uses: 40 feet

(3) Minimum side yard width.

- A. Dwelling: Same as permitted in R-4 District.
- B. Other Permitted Uses:

None except adjacent to an R District in which case not less than 20 feet.

(c) Structural Requirements.

- (1) Maximum building height 40 feet (3 stories)

(d) Parking and Loading Requirements.

- (1) See Chapter 1187 for off-street parking and loading requirements.

(e) Signs.

- (1) See Chapter 1189 for size and location of permitted signs.

(f) Supplementary Regulations.

- (1) A request to rezone land to B-2 General Business District shall be substantiated with evidence that:

- A. Such a use shall not conflict with the intended function of a major street to carry traffic; and
- B. That the capacity of the street(s) shall not be materially reduced by the additional commercial facilities.

Where necessary to achieve these conditions, the developer may be requested to provide special thoroughfare improvements such as dedication of right-of-way and/or easement.

- (2) All merchandise, new and used, with the exception of boat, automobile, truck or farm implements and plants and garden supplies when approved as special uses, shall be stored within a completely enclosed building. Open storage may be permitted if located behind the principal structure and if visually screened from the street and adjacent properties by a landscaped screen, fence or wall as defined in Chapter 1185.

(g) See Chapter 1185 for additional provisions for commercial facilities.

(h) Special uses shall comply with all pertinent development standards contained in Chapter 1117.

* The front yard depth shall be measured from the established right-of-way lines as shown on the Official Thoroughfare Plan.

(Ord. 1203-97. Passed 7-10-97.)

CHAPTER 1137

R-2 Single-Family Residence District

1137.01 Purpose.

1137.02 Uses.

1137.03 Site development regulations; permitted uses only.

CROSS REFERENCES

Definitions - see P. & Z. Ch. 1115

Accessory buildings and uses - see P. & Z. 1181.01, 1181.04

Supplemental regulations - see P. & Z. Ch. 1185

1137.01 PURPOSE.

The R-2 Single-Family Residence District is provided to accommodate single family residential development of a moderately low density character within areas of similar development and within areas of similar physical character generally located within the peripheral areas of the City. (Ord. 1203-97. Passed 7-10-97.)

1137.02 USES.

(a) Permitted Uses.

- (1) Single-family dwellings;
- (2) Nursery schools and child care centers are permitted accessory uses when located not less than twenty (20) feet from any other lot in any R District; provided there is established and maintained in connection therewith, a completely fenced and screened play lot; and
- (3) All permitted and accessory uses as provided within the A-1 District, but not including animal and poultry husbandry on any lands used or platted for residential purposes. Regulations governing accessory facilities and uses are specified in Chapter 1181.

(b) Special Uses. The following special uses are subject to review and regulation in accordance with Chapter 1117.

- (1) Micro Antenna or wireless communication antenna attached to a pole located in the right-of-way provided the antenna does not exceed more than twenty feet above the highest point of the separate antenna structure and the transmission and receiving equipment is limited to five cubic feet and located in an underground vault and positioned parallel to the road, and is situated on the non-road way side of the pole. Also provided that said facilities meet all standards as set in Chapter 1117 for "Telecommunications: Commercial Mobile Radio, Television and Radio Service Facilities". (Ord. 1203-97. Passed 7-10-97.)
- (2) Cemeteries. (Ord. 1802-11. Passed 5-26-11.)

1137.03 SITE DEVELOPMENT REGULATIONS; PERMITTED USES ONLY.

(a) Lot Requirements.

- (1) Minimum lot area
 - A. 1 and 1 1/2 stories 7,500 square feet
 - B. 2 and 2 1/2 stories 7,500 square feet
- (2) Minimum lot area per family
 - A. 1 and 1 1/2 stories 7,500 square feet
 - B. 2 and 2 1/2 stories 7,500 square feet
- (3) Minimum lot frontage
 - A. 1 and 1 1/2 stories 60 feet
 - B. 2 and 2 1/2 stories 60 feet

(b) Yard Requirements.

- (1) Minimum front yard depth
 - A. 1 and 1 1/2 stories 25 feet*
 - B. 2 and 2 1/2 stories 25 feet*
- (2) Minimum rear yard depth
 - A. 1 and 1 1/2 stories 40 feet
 - B. 2 and 2 1/2 stories 40 feet
- (3) Minimum side yard least width
 - A. 1 and 1 1/2 stories 8 feet
 - B. 2 and 2 1/2 stories 10 feet
- (4) Minimum side yard sum of least width
 - A. 1 and 1 1/2 stories 20 feet
 - B. 2 and 2 1/2 stories 25 feet

(Ord. 1203-97. Passed 7-10-97; Ord. 1587-05. Passed 7-14-05.)

(c) Structural Requirements.

- (1) Maximum building height 30 feet
- (2) Maximum 2 1/2 story structure

(d) Parking Requirements.

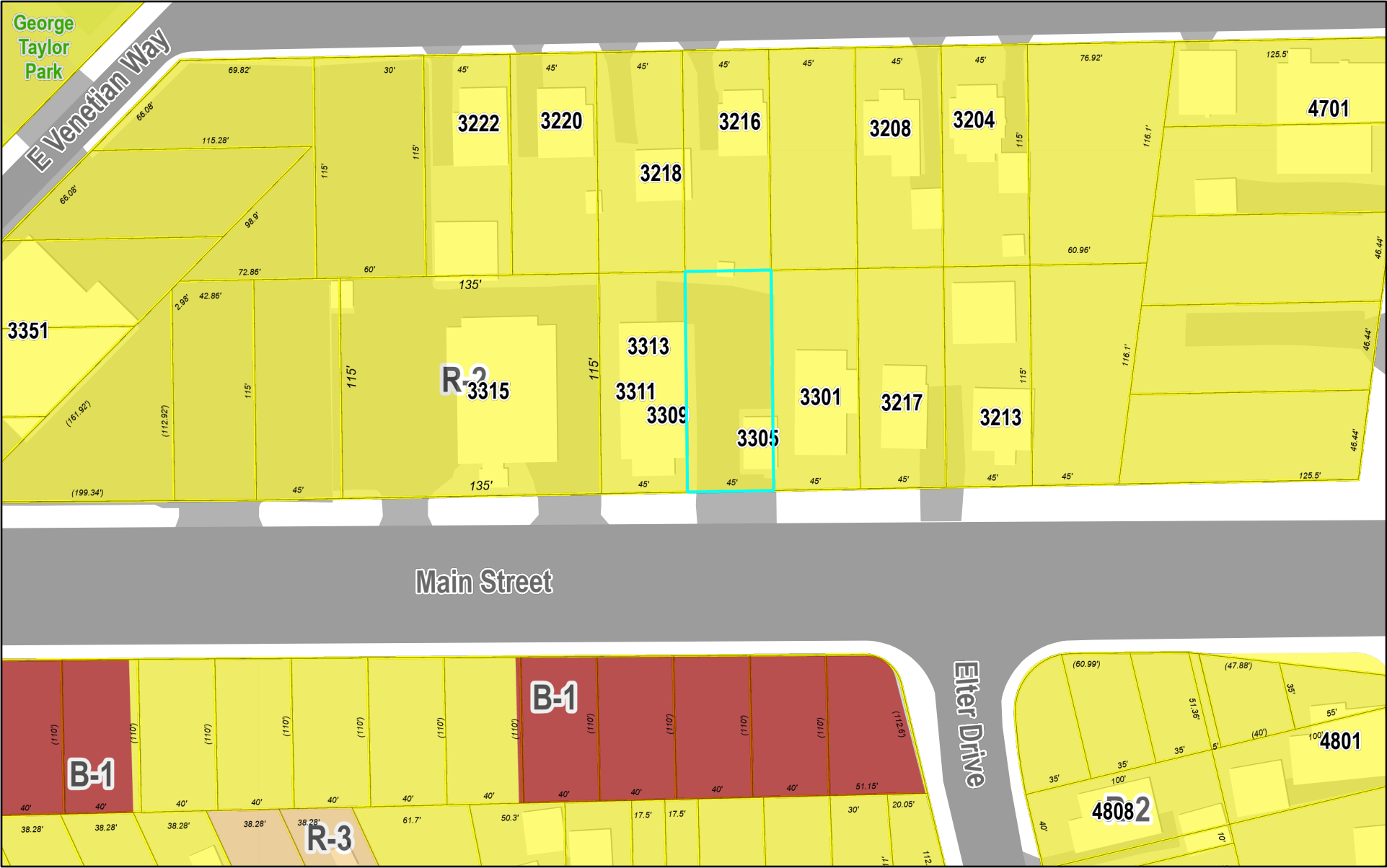
- (1) See Chapter 1187 for off-street parking and loading space requirements.

(e) Signs.

- (1) See Chapter 1189 for size and location of permitted signs.

*The front yard depth shall be measured from the established right-of-way lines as shown on the Official Thoroughfare Plan. (Ord. 1203-97. Passed 7-10-97.)

City of Moraine



7/3/2025, 8:34:29 AM

6

Kettering Addresses Managed

Parks-3



Parcels

Zoning Districts



R-2 Single Family Residential



R-3 One & Two Family Residential

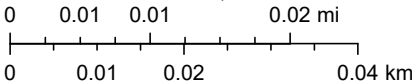


B-1 Neighborhood Business



Parcels

1:1,128



City of Kettering, Montgomery County, Ohio, City of Kettering GIS

R-03-2025 - Zoning District Change from R-2 to B-1 at 6844 Germantown Pike and Additional Land

Department: Community Development

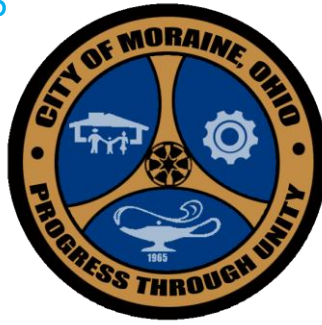
Request: Staff Report

Item Background and Purpose:

Zoning District Change Request for the 6844 Germantown Pike Property and additional land totaling 1.5 acres. From R-2 to B-1

Attachments:

1. R-03-2025 Legal Notice
2. Scanned Application
3. 2025-07-31_RezoningExhibit
4. Property Owners
5. R-03-2025 Legal Notice to 200' Neighbors
6. CURRENT ZONING MAP
7. FUTURE LAND USE MAP
8. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps
9. A4 Real Estate Group- PSA- Germantown Pike- Redacted FE 06122025
10. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 2
11. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 3
12. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 4
13. MCO B-1



**R-03-2025
LEGAL NOTICE**

An application for a Zoning District Change in accordance with Moraine Codified Ordinances (MCO) Chapter 1127 was submitted through the Community Development Department.

A Planning Commission Meeting for a Zoning District Change will be held on Tuesday, August 19, 2025 at 6 p.m.

The agenda for this Zoning District Change is a request submitted by Josh Allen of the A4 Real Estate Group for the premises located at 6844 Germantown Pike as well as additional land to encompass a 1.5 acre lot. 6844 Germantown Pike is City Lot Number 4988. A Rezoning Map of the boundaries is located in the Community Development Office.

Josh Allen of the A4 Real Estate Group requests for a Zoning District Change from R-2 (Single-Family Residential District) to B-1 (Neighborhood Business District).

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm at the Payne Recreation Center: 3800 Main St. Moraine, OH 45439.

Additional information regarding this proposal may be obtained by visiting the Community Development Department or by contacting Nick Sorice, City Planner, at 937-535-1037.



City of Moraine Planning Commission

Application for Zoning District Change

Revised 1/2006

Office Use (This Section only)

Receipt: 7034

Date Received: 07/30/2025 Application No.: R-03 - 2025 Fee: \$200

Proposed Zoning District: B-1 PUD Application? N/A PUD Spec. Site Plan? N/A

Location Information - General

City Lot Number(s): J44204201 0035 and J44204201 0034

Total Area: 1.5 acres Subdivision: _____

Street: Germantown Pike Sect: 27 Town: 3 Range: 5

Applicant(s) – Please include additional owners or applicants on back of application

Owner: A4 Ellerton LLC

Address: _____ Phone: _____

Developer (if other): A4 Real Estate Group

Address: _____ Phone: 765-215-1444

Zoning Data

Present Use: Residential and agriculture

Present Zoning Dist.: R-2 Proposed Zoning Change: B-1

Proposed Use(s): Commercial business

Supporting Information

Your Application must include the following information. This information should be provided as an attachment to this application at the time of its filing. Failure to provide such information may delay the processing of your application.

- Vicinity Map, showing property lines, streets, existing and proposed zoning
- List of owners for all property within 200 feet of any property included in this application. This includes properties immediately contiguous, across any streets, or properties that are non-adjacent but within the 200 foot radius.
- If applying for PUD approval, include all materials and information required by MCO Chapters 1155.05(c) and/or 1155.06(d), as applicable.

Applicant Signature

7-30-2025

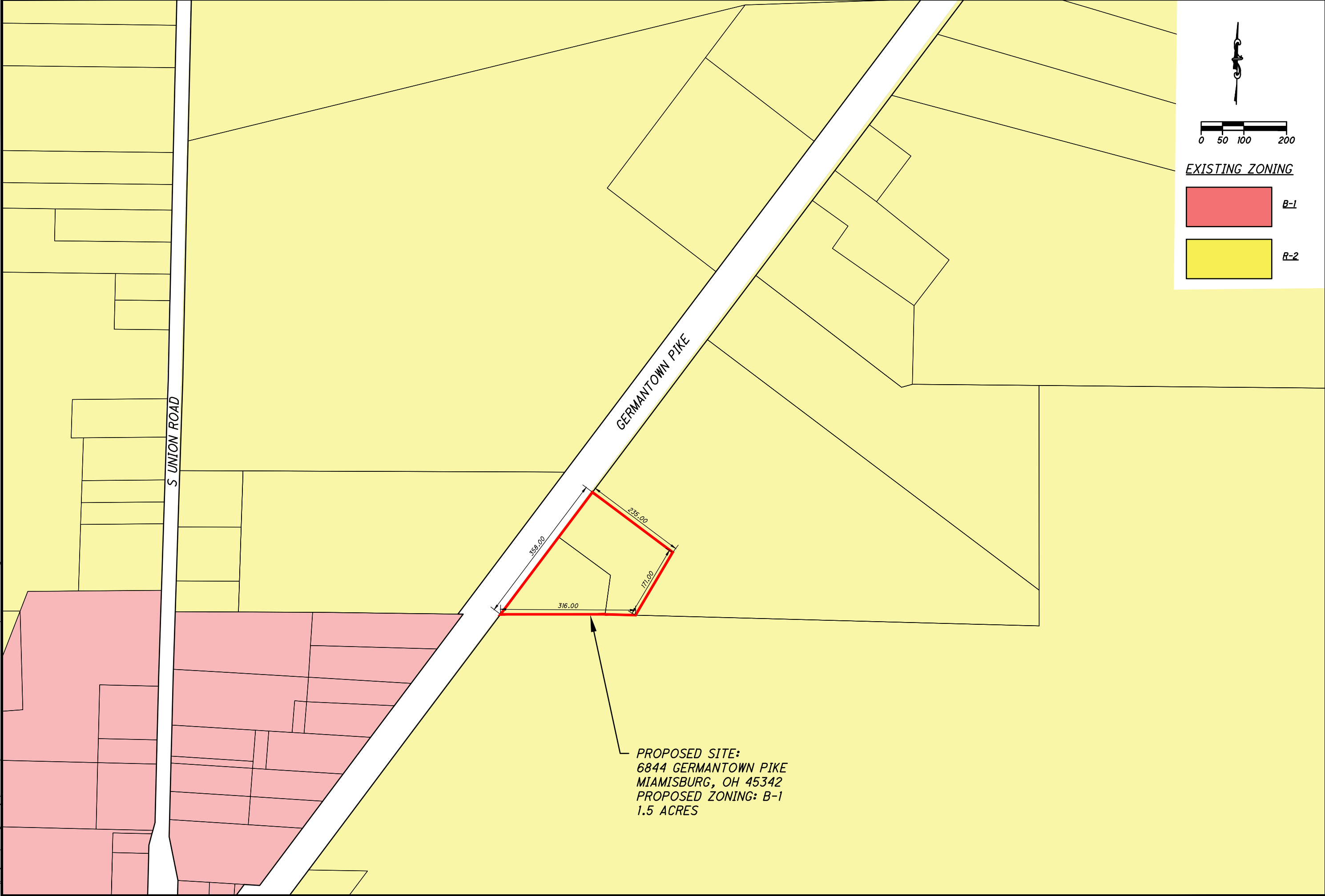
Date

www.ci.moraine.oh.us

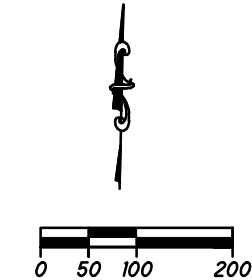
Telephone 937.535.1000

Fax 937.535.1284

Z:\project\Montgomery\Moraine\MOT-MOR-2503DollarGeneralSite\Prelim Lot.dwg 31-Jul-25 8:58 AM



PROPOSED SITE:
6844 GERMANTOWN PIKE
MIAMISBURG, OH 45342
PROPOSED ZONING: B-1
1.5 ACRES



EXISTING ZONING



Choice One Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
WWW.CHOICEONEENGINEERING.COM

DOLLAR GENERAL
CITY OF MORaine
REZONING EXHIBIT

REVISIONS:

FILE NAME
EXHIBIT

DRAWN BY
JAC

CHECKED BY

PROJECT No.
MOTMOR2503

DATE
7-25-2025

SHEET NUMBER
1 OF 1

BOEHRINGER JONATHON K AND RYAN K
4417 S UNION RD
MIAMISBURG, OH 45342
J44228227 0003

HAMILTON JEFFREY
6869 GERMANTOWN PIKE
MIAMISBURG, OH 45342
J44228227 0004

BRETT SCOTT
1318 E DOROTHY LN
KETTERING, OH 45419
J44226406 0024

SHIELDS MARY LIANE
6891 GERMANTOWN PIKE
MIAMISBURG, OH 45342
J44226406 0005

GETTER MARY L S
6891 GERMANTOWN PKWY
MIAMISBURG, OH 45342
J44226406 0006

GARRISON ORPHEUS L JR
5571 SHEPHARD RD
MIAMISBURG, OH 45342
J44204201 0036



**R-03-2025
LEGAL NOTICE**

Dear Property Owner,

As a property owner located within 200 feet of a property whose representative is requesting a Zoning District Change in accordance with Moraine Codified Ordinances (MCO) Chapter 1127, the City is notifying you of a public hearing where the case will be heard. You are invited to attend or send someone as your representative. Below is the description of the case and the time and location of the public hearing.

An application for a Zoning District Change in accordance with Moraine Codified Ordinances (MCO) Chapter 1127 was submitted through the Community Development Department.

A Planning Commission Meeting for a Zoning District Change will be held on Tuesday, August 19, 2025 at 6 p.m.

The agenda for this Zoning District Change is a request submitted by Josh Allen of the A4 Real Estate Group for the premises located at 6844 Germantown Pike as well as additional land to encompass a 1.5 acre lot. 6844 Germantown Pike is City Lot Number 4988. A Rezoning Map of the boundaries is located in the Community Development Office.

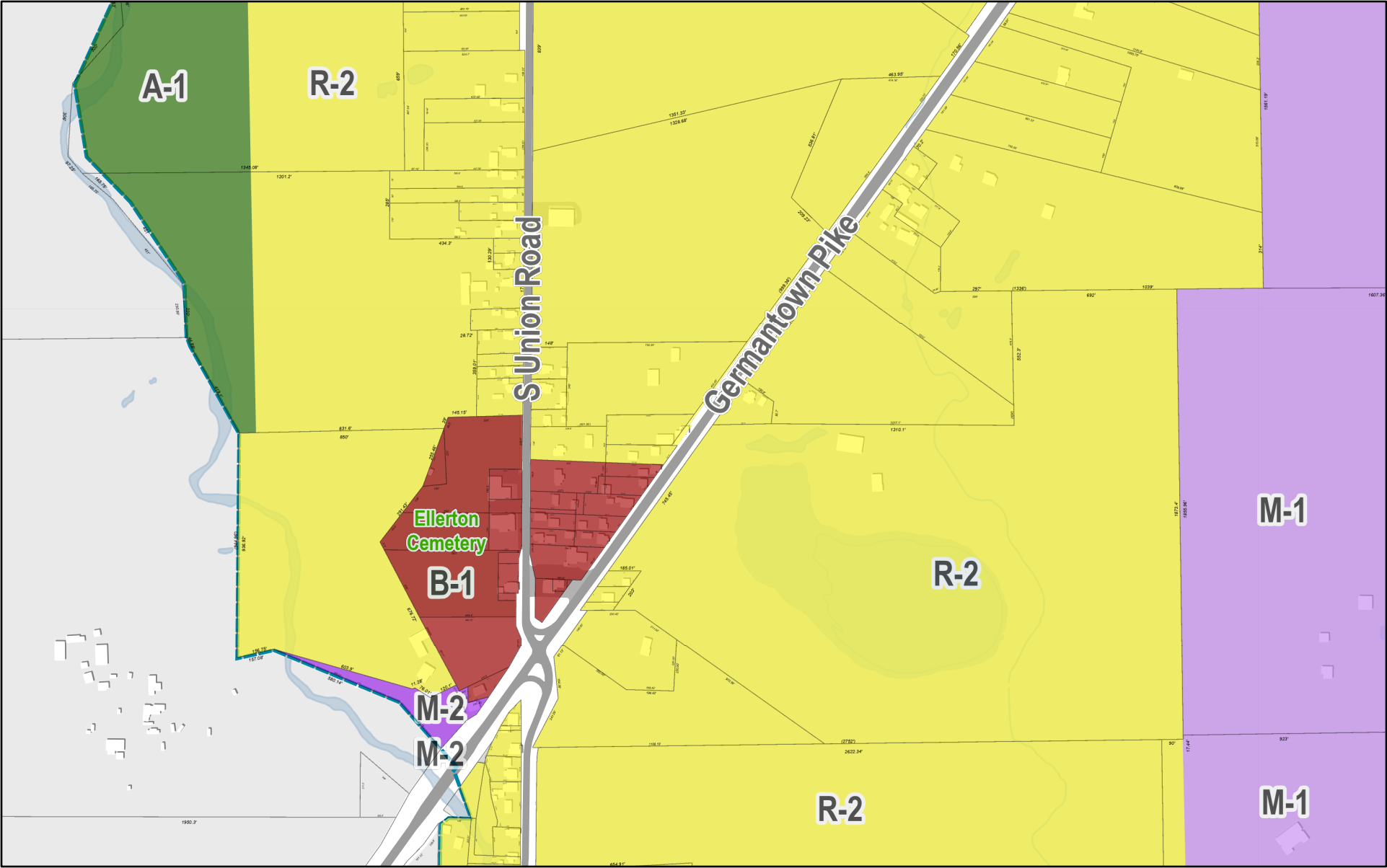
Josh Allen of the A4 Real Estate Group requests for a Zoning District Change from R-2 (Single-Family Residential District) to B-1 (Neighborhood Business District).

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm at the Payne Recreation Center: 3800 Main St. Moraine, OH 45439.

Additional information regarding this proposal may be obtained by visiting the Community Development Department or by contacting Nick Sorice, City Planner, at 937-535-1037.

Nick Sorice
City Planner
City of Moraine

City of Moraine



8/13/2025, 12:39:27 PM

- 3

Parks-3

Parcels
- A-1

R-2

Agricultural District

Single Family Residential
- B-1

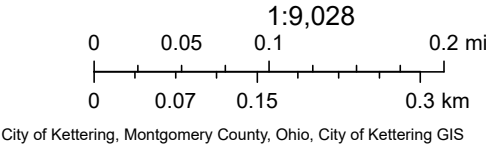
M-1

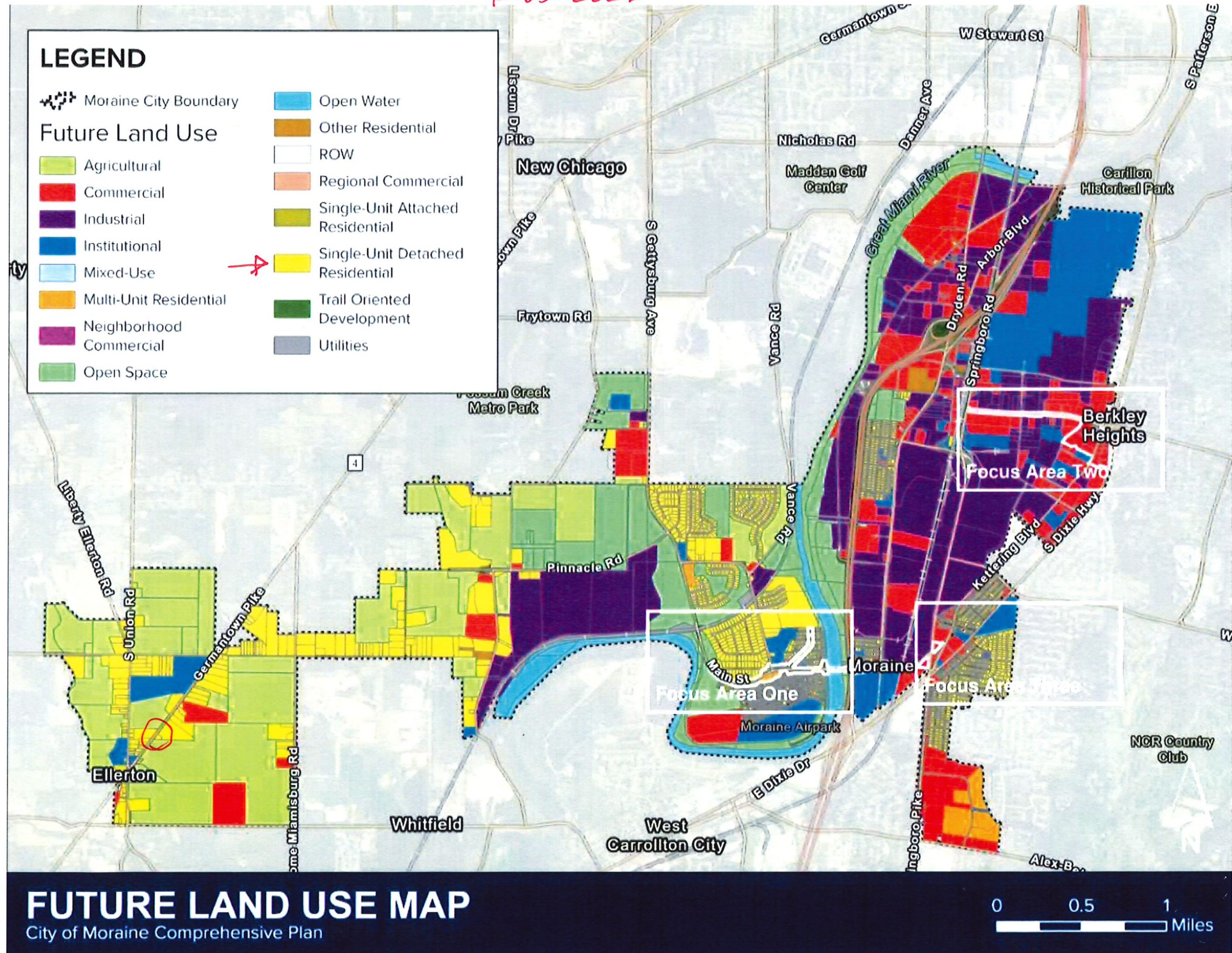
M-2

Neighborhood Business

Light Industrial

General Industrial

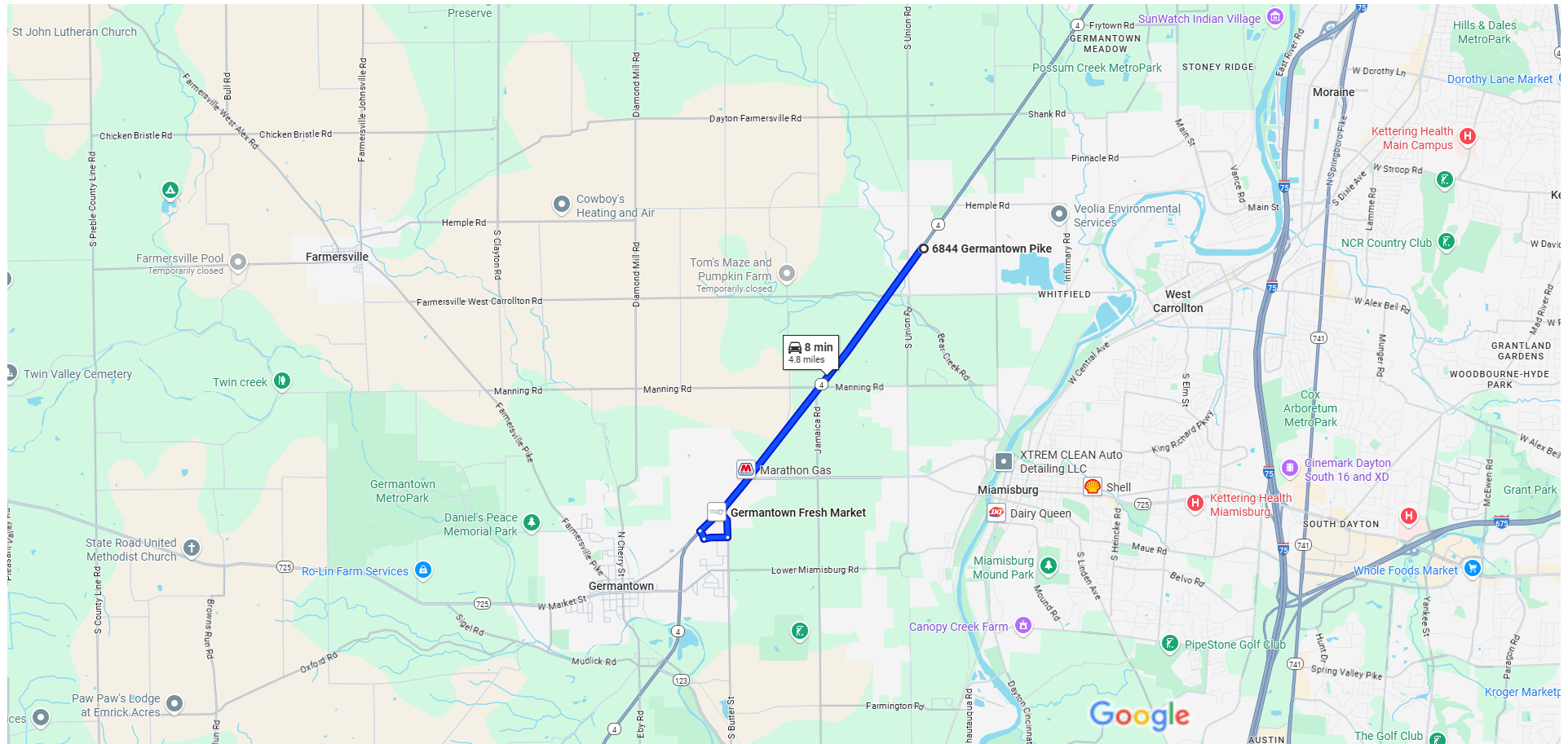






6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General,
2393 Dayton Germantown Pike, Germantown, OH 45327

Drive 4.8 miles, 8 min



Map data ©2025 Google 1 mi



via OH-4 S

Fastest route, the usual traffic

8 min

4.8 miles

Explore nearby Dollar General

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the “**Contract**”) is made and entered into by and between Orpheus L. Garrison, Jr. (“**Seller**”) and A4 ACQUISITIONS, LLC, an Ohio limited liability company, its successors and/or assigns (“**Buyer**”). The Effective Date shall be the date that is five (5) days following the date that this Contract is last executed by either of Buyer or Seller.

For and in consideration of Ten Dollars (\$10.00), the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Property.** Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tract or parcel of land being a portion of APN#J442042010035 and J442042010034, Legal Description [To Be Inserted] located along Germantown Pike, Miamisburg, Ohio 45342 (commonly known as 6844 Germantown Pike, Miamisburg, Ohio 45342 in Moraine County, Ohio, along with a small portion of 0.63 more or less acres of immediate adjacent land identified by Parcel No. J44204201 0034 which in total being 0.87 more or less acres of contiguous land (the “**Property**”), being an approximate 1.50 acres, which is further described on **Exhibit "A"** attached hereto and incorporated herein.

2. **Earnest Money.** Two Thousand Dollars (\$2,000.00), to be deposited by Buyer with Safe Title Agency, Inc., Attn: Becky Schweitzer, 312 Elm Street, Suite 2200, Cincinnati, OH 45202 (“**Escrow Agent**” or “**Title Company**”) within five (5) business days after the Effective Date and paid in accordance with the terms and provisions of this Contract (the above described deposit together with any Extension Fee, if applicable (as used in this contract “**Extension Fee**” shall mean the Inspection Period Extension Fee, the Closing Extension Fee, as defined herein, or both, as applicable) shall be referred to collectively as the “**Earnest Money**”). If Buyer terminates this Contract before the end of the Inspection Period by providing notice to Seller, all Earnest Money, except for \$100.00 (the “**Independent Consideration**”), shall be returned to Buyer. If Buyer terminates this Contract after the end of the Inspection Period, all Earnest Money shall be sent to Seller, unless Buyer’s termination is due to Seller’s default under this Contract and/or pursuant to other applicable terms of this Contract, in which case all Earnest Money shall be returned to Buyer. If deposited in an interest-bearing account, all interest earned on the Earnest Money shall be the property of Buyer and shall be applied to the Purchase Price at Closing (as defined below).

3. **Parcel Map Revision.** Intentionally Left Blank

4. **Purchase Price.** [REDACTED]

5. **Closing.** The sale and purchase of the Property shall be consummated at a closing (the “**Closing**”) to be held at the offices of the Title Company and may be closed as a “mail away” if satisfactory to Seller and Buyer. The Closing shall be on or before thirty (30) days after the expiration of the Inspection Period, including any agreed upon extensions, and the completion of the outlined Conditions Precedent (the “**Closing Date**”). Buyer, at Buyer’s option, may extend the Closing Date for an additional fifteen (15) days (each a “**Closing Date Extension**” and, collectively, the “**Closing Date Extensions**”) by (a) providing written notice to Seller of Buyer’s election to extend the Closing Date on or before the then applicable Closing Date, and (b) by paying a \$500 extension fee (the “**Closing Extension Fee**”) to Escrow Agent on or before the then applicable Closing Date. The Closing Extension Fee shall be applicable to the Purchase Price at Closing.

6. **Obligations at Closing.** At Closing, Seller shall deliver to Buyer, or Buyer’s designee, a warranty deed conveying to Buyer or its designee good and marketable title in fee simple to the Property, subject only to the Permitted Exceptions (as defined below), and all other documents required by the Title Company for closing, pay for Seller’s attorney’s fees, one-half of any escrow fee, costs of recording the deed, state or local conveyance tax and/or documentary transfer tax (if any), sales tax (if any), its portion of prorated property taxes, the base cost of the ALTA Owner’s Policy of Title Insurance, and all other costs incurred by Seller or required to be paid by Seller pursuant to any other provision of this Contract, and surrender the Property to Buyer. At Closing, Buyer shall pay the Purchase Price, as adjusted, pay for Buyer’s attorney’s fees, one-half of any escrow fee, any endorsements or additional

coverages to the title policy, an updated survey, any costs associated with financing the purchase of the Property, and all other costs incurred by Buyer or required to be paid by Buyer pursuant to any other provision of this Contract. All other costs will be allocated between the parties as customary in the county where the Property is located.

At Closing, Seller shall give Buyer a credit for all "roll back" taxes, if any, for the period prior to Closing attributable to land use changes or changes in ownership resulting after the sale of the Property pursuant to this Contract. Such credit shall be estimated by the County officials where the Property is situated and shall be final at Closing. The provisions of this Paragraph shall survive the Closing.

7. Inspection Period. Buyer's agents, employees and independent contractors shall have two hundred forty (240) days from the Effective Date (such period, as may be extended from time to time, referred to herein as the "**Inspection Period**") in which to conduct, at Buyer's sole expense, such physical, environmental, engineering and feasibility reports, inspections, examinations, tests and studies, including without limitation soil borings and other geological, engineering, or landscaping tests or studies as Buyer deems appropriate in Buyer's sole discretion. Buyer shall fully repair any damage to the Property caused by any such inspections, tests, or other activities by Buyer or its agents, employees, or independent contractors so that the Property is fully restored to its pre-inspection condition. Seller shall provide Buyer copies of any and all materials pertaining to the Property in its possession or within its control including surveys, environmental reports, and title within ten (10) days after the Effective Date.

Buyer shall have the right to extend the Inspection Period for two (2) thirty (30) day extensions by (a) providing written notice to Seller of Buyer's election to extend the Inspection Period on or before the date of the expiration of the Inspection Period and (b) by paying a \$500.00 extension fee (the "**Inspection Period Extension Fee**"), for each extension, to the Escrow Agent. The Inspection Period Extension Fees shall be applied to the Purchase Price at Closing.

8. Conditions Precedent. Notwithstanding the foregoing Inspection Period, in no event shall Buyer be obligated to consummate this transaction unless each of the following contingencies (the "**Conditions Precedent**") has been completed to Buyer's satisfaction prior to the Closing Date (as extended):

- (i) Approval of Buyer's intended use by all applicable governmental authorities;
- (ii) Buyer executing a lease with Tenant (or its affiliate) (the "**Lease**"); and
- (iii) Buyer's receipt of written approval from Tenant (or its affiliate) of Buyer's due diligence pursuant to the Lease; and
- (iv) Buyer's receipt of building permit for its improvements to the Property

If Buyer is unable to satisfy (or waive in writing) any of the above Conditions Precedent by the Closing Date, then Buyer may terminate this Contract and, notwithstanding any terms of this Contract to the contrary, receive the Earnest Money (except for the Independent Consideration). Seller and Buyer each agree to cooperate and use commercially reasonable good faith efforts to obtain all approvals required by the applicable governmental authorities for Buyer's intended use of the Property that may be reasonably requested by Buyer, including timely preparation and signing of filings, applications, requests, and notices related thereto.

9. Survey and Title. Buyer will order a title insurance commitment ("**Title Commitment**") to be issued by the Title Company. Within ten (10) days after the Effective Date, Seller shall provide Buyer with copies of any surveys of the Property in its possession or control. Buyer shall be responsible for obtaining an updated survey of the Property (the "**Survey**"). Buyer will cause copies of the Title Commitment, all documents of record which are listed as exceptions in the Title Commitment and the Survey (collectively, the "**Title Materials**") to be delivered to Seller. Upon receipt of notice of any objections to the Title Materials (the "**Objections**"), which Buyer shall deliver to Seller in writing prior to the expiration of the Inspection Period, Seller shall have fifteen (15) days after receipt of such notice to satisfy or cure such Objections to Buyer's satisfaction. If Seller fails or declines to satisfy the same within such period, the Buyer, at Buyer's option, which option may be exercised by Buyer at any time prior to the Closing Date, may terminate the Contract and all Earnest Money shall be returned to Buyer. Buyer shall be deemed to have agreed to accept title subject to all matters reflected in the Title Commitment and to the state of facts shown on the Survey,

other than Objections that have been timely given and provided that, in no event shall Buyer be deemed to have agreed to accept title subject to (i) monetary liens, encumbrances or security interests against Seller and/or the Property, (ii) encumbrances that have been voluntarily placed against the Property by Seller after the Effective Date without Buyer's prior written consent and that will not otherwise be satisfied on or before the Closing, or (iii) exceptions that can be removed from the Title Commitment by Seller's delivery of a customary owner's title affidavit or gap indemnity (all of the foregoing hereinafter collectively referred to as the "**Seller's Required Removal Items**"). In addition to the foregoing and notwithstanding anything contained herein to the contrary, in the event the Property is subject to reservation(s) or grant(s) of oil, gas, or other mineral rights, it shall be Seller's obligation to execute or obtain releases of such rights or waivers of surface rights satisfactory to Buyer and the Title Company, which obligation shall be part of Seller's Required Removal Items. All title matters and exceptions set forth in the Title Commitment and the state of facts shown on the Survey which are not Objections, or which are thereafter deemed to be accepted or waived in writing by Buyer as hereinafter provided, other than the Seller's Required Removal Items, are hereafter referred to as the "Permitted Exceptions."

10. Commissions. Seller and Buyer mutually represent and warrant to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than Edge Real Estate Group, whose commission shall be paid by Buyer at Closing pursuant to a separate agreement. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

11. Representations and Warranties and Covenants of Seller. Seller warrants, represents and covenants to Buyer that (i) current use of the Property or improvements located on the property conform to applicable Federal, State or municipal laws, ordinances, codes or regulations, zoning and permitted uses; (ii) there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or the Property; (iii) Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; (iv) other than as disclosed in writing to Buyer, there are no environmental issues, damages, or hazards on the Property, (v) if Seller is an entity then that entity is in good standing; (vi) this Contract does not violate any other contracts or cause a default under any other contracts; (vii) Seller is conveying the Property to Buyer with good and marketable title; (viii) on the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property; (ix) the Property will be delivered to Buyer at Closing free and clear from any leases, contracts, and tenants in possession; and (x) Seller shall have vacated the Property before the Closing Date. Each representation and warranty of Seller contained in this Contract shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

12. Damage and Condemnation. All risk of loss to the Property will remain upon Seller before the Closing. If, before the Closing, the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Buyer may either terminate this Contract by delivering a written termination notice to Seller within ten (10) business days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Buyer. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall do one of the following: (1) fully repair the damage before the Closing, at Seller's expense and to the satisfaction of Buyer; (2) give a credit to Buyer at the Closing for the entire cost of repairing the Property; or (3) assign to Buyer all of Seller's right and interest in any insurance proceeds resulting from the damage or destruction, plus give a credit to Buyer at the Closing in an amount equal to any deductible or other shortfall. The term "**Material Extent**" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the extent of damage or the amount of insurance proceeds to be made available cannot be determined before the Closing Date, or the repairs cannot be completed before the Closing Date, either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty (30) days after the previously scheduled Closing Date.

If condemnation proceedings are commenced before Closing against any portion of the Property, then Seller shall immediately notify Buyer in writing of the condemnation proceedings, and Buyer may terminate this Contract by delivering a written notice to Seller within ten (10) business days after Buyer receives the notice (and in any event before Closing), in which case the Earnest Money will be returned to Buyer. If this Contract is not terminated, then any condemnation award will (a) if paid to Seller before the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not paid to Seller before the Closing Date, shall be assigned at Closing and belong to Buyer and the Purchase Price will not be reduced.

13. Default. If Buyer defaults and such default continues for seven (7) days after written notice is delivered to Buyer, then Seller may terminate this Contract by written notice to Buyer, whereupon the Earnest Money shall be paid to Seller as full and complete liquidated damages for the default of Buyer, in which event neither party shall have any further rights, obligations, or liabilities under this Contract. The parties acknowledge and agree that it is difficult or impossible to determine the amount of damages that may occur as a result of Buyer's default. As such, the parties agree that the amount(s) contemplated herein represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated for Buyer's default. If Seller defaults and such default continues for seven (7) days after written notice is delivered to Seller, or three (3) days after written notice is delivered to Seller in the event Seller fails to close on the Closing Date, then Buyer may avail itself of the remedy of specific performance or terminate this Contract by written notice to Seller, whereupon the Earnest Money shall be refunded to Buyer for such default and Seller shall reimburse Buyer for all out-of-pocket expenses, including, but not limited to, consultant fees, attorneys' fees, permitting fees, and any lost revenue due to Seller's default.

14. Assignment. Buyer may at any time assign or transfer its interest in this Contract, with prior notice to Seller. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns. Seller may not assign or transfer its interest in this Contract, without the prior written consent of Buyer.

15. Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

16. Miscellaneous. Time shall be of essence in the performance of the terms and conditions of this Contract. In the event any time period specified in this Contract expires on a Saturday, Sunday or bank holiday on which national banks are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Contract, business days shall be Monday through Friday, excluding any recognizable state or Federal holidays. All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Contract and shall not supplement, limit or otherwise vary in any respect the text of this Contract. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Contract. This Contract supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property. This Contract contains the sole and entire understanding between Seller and Buyer with respect to the transactions contemplated by this Contract, and all promise, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties are merged into this Contract. This Contract shall not be modified or amended in any respect unless by a written Contract executed by or on behalf of the parties to this Contract in the same manner as this Contract is executed. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Contract may be transmitted between the parties via facsimile or electronic transmission, and signatures transmitted by facsimile or electronic transmission shall be deemed originals and shall be binding upon the parties. Seller agrees that the terms of this Contract shall be deemed confidential in nature and shall not be disclosed to any third parties by Seller without the prior written consent of Buyer. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa. Words of any gender used in this Contract shall be held and construed to include any other gender.

17. If Seller owns any property immediately adjacent to the Property on the Effective Date and/or on the Closing Date, then, in addition to the above, and for no additional consideration:

A. At Closing, Seller shall grant to Buyer and record at Closing a temporary ten foot (10') grading and slope easement along the shared property line between the Property and Seller's adjacent property.

B. Seller covenants and agrees to record at Closing in the public records, the following use restriction, through final deed or easement, which restriction shall run in perpetuity and burden Seller's adjacent property: "Seller, its successors and/or assigns, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of Seller's adjacent property for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express."

C. [Intentionally Deleted]

D. Buyer and Seller shall agree on the form and substance of the above agreements prior to Closing and shall execute and record in the public records prior to or at Closing.

18. Attorneys' Fees. In the event of any litigation arising out of this Contract, the party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incurred as a result of a litigation. This Contract shall be governed, construed and enforced in accordance with the laws of the state in which the Property is located.

19. Notice. All notices shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, transmitted via facsimile transmission or electronic transmission, or upon being deposited with a nationally recognized commercial courier for next day delivery or with USPS for next day or two day delivery, to the addresses below or to the attorney representing any party to be notified. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Buyer:

A4 Acquisitions, LLC

Attn: Josh Allen

[REDACTED]

Phone: 765-215-1444

Email: josh@a4regroup.com

Seller:

Orpheus L. Garrison, Jr.

5571 SHEPHARD RD

MIAMISBURG OH 45342

Phone: (937) 672-6949

Fax: _____

Email: olgarrison@aol.com

With a copy to:

RKPT, Inc.

Attn: Michael R. Yeazell

312 Elm Street, Suite 2200

Cincinnati, OH 45202

Phone: 513-731-3330

Email: myeazell@rkpt.com

With a copy to:

Phone: () -

Fax: _____

Email: _____

20. Like-Kind Exchange. At no cost or liability to Seller, Seller agrees to reasonably cooperate with Buyer by executing such documents or taking such action as Buyer reasonably requests in connection with any tax deferred exchange pursuant to Section 1031 of the Tax Code, provided that (i) the transaction contemplated by this Contract shall not be conditioned upon completion of such exchange; (ii) Seller shall not be required to take title to any real property in connection with any such exchange; (iii) Seller shall not incur any liability by reason of any such exchange; and (iv) Buyer shall not be relieved of any of its obligations under this Contract as a result of any such exchange.

21. Earnest Money Deposit. The Earnest Money shall be held by the Escrow Agent in a federally insured, non-interest bearing account. Escrow Agent joins in the execution of this Contract for the purpose of agreeing to serve as the Escrow Agent under this Contract and to abide by the terms and conditions of this Contract with respect to Escrow Agent and applicable law. In the event that Seller and Purchaser (each a “Party” and collectively, the “Parties”) agree that a Closing is to occur, the Parties shall provide joint written notice of the anticipated date of Closing to Escrow Agent at least three (3) business days prior to such date, together with instructions for disbursement of the Earnest Money (the “Closing Notice”), in which case Escrow Agent shall, without liability to either of the Parties under this Contract, release the Earnest Money as set forth in the Closing Notice. In the event that either Party believes that it is entitled to the release of the Earnest Money (or any portion thereof) from the Escrow Agent, the Party requesting the release of the Earnest Money (or any portion thereof) (the “Requesting Party”) shall provide written notice to the Escrow Agent and to the other Party (the “Non Requesting Party”) containing the request for the Earnest Money (or any portion thereof) and the basis therefor (the “Earnest Money Release Notice”). If the Non Requesting Party does not provide written notice to the Escrow Agent and the Requesting Party objecting to the Earnest Money Release Notice (the “Earnest Money Release Objection Notice”) within five (5) days after the date the Earnest Money Release Notice was provided to the Escrow Agent and the Non Requesting Party (the “Earnest Money Release Objection Deadline”), then the Escrow Agent shall, without liability to either of the Parties under this Contract, release the Earnest Money as set forth in the Earnest Money Release Notice. If the Non Requesting Party timely provides the Earnest Money Release Objection Notice, the Escrow Agent shall not disburse the Earnest Money (or any portion thereof) until the Escrow Agent has received joint written instructions from the Parties directing its disposition (the “Joint Written Disposition Instructions”) or a final, nonappealable judgment or order from the Hamilton County, Ohio Court of Common Pleas (the “Court Order”) directing the disposition of the Earnest Money, in which case the Escrow Agent shall abide by the Joint Written Disposition Instructions or Court Order, as applicable, without liability to the Parties. In the event of a dispute regarding the Earnest Money (or any portion thereof), the Escrow Agent may deposit the Earnest Money with the Court in an interpleader action, in which case, upon such deposit and acceptance by the Court, the Escrow Agent shall be released of any further liabilities or obligations under this Contract with respect to the Earnest Money so deposited with and accepted by the Court in such interpleader action. Escrow Agent shall, in good faith, carry out its duties and obligations as escrow agent under this Contract, but shall not have any liability to either of the Parties under this Contract with respect to its duties, acts or omissions as escrow agent, except in the case of Escrow Agent’s express breach of any provision of this Contract applicable to Escrow Agent, willful misconduct or gross negligence. In the event of a conflict between this paragraph and any other provision of this Contract, the provisions of this paragraph shall control the resolution of such conflict. Escrow Agent shall not be required to verify the authenticity of notices provided to it and the signatures thereon and may, in good faith, rely on the authenticity of any notices provided to it. The provisions of this paragraph shall survive the termination of this Contract.

22. Force Majeure. Seller and Buyer shall be excused for the period of any delay and shall not be deemed in default with respect to the performance or satisfaction of any term, covenant, agreement, condition or precondition set forth in the Contract when prevented from performing or satisfying such term, covenant, agreement, condition or precondition due to a cause or causes beyond such party’s (the “Performing Party’s”) reasonable control or which are otherwise illegal, inadvisable, impossible, or commercially impracticable to perform or satisfy (each, a “Force Majeure Event”), which shall include, without limitation, (i) fire, flood, sinkhole, earthquake, hurricane, tornado, disease, contagion, pandemic, epidemic, other recognized health threats as determined by either the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), or other act of God; (ii) riots,

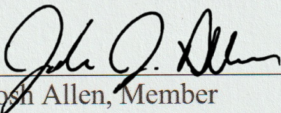
civil commotion, protests, demonstrations, vandalism or other malicious other acts outside of the Performing Party's reasonable control; (iii) acts of government including, but not limited to, regulations and advisories; (iv) acts or threat of terrorism, war, military action or civil unrest; or (v) any other cause(s) not within the Performing Party's reasonable control or which are otherwise illegal, inadvisable, impossible, or commercially impracticable to perform or satisfy.

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IN WITNESS WHEREOF, the parties have executed and sealed this Real Estate Purchase Contract, to be effective as of the Effective Date.

BUYER:

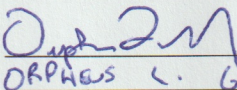
A4 Acquisitions, LLC,
An Ohio limited liability company

By: 
Josh Allen, Member

Date: 06/12/2025

SELLER:

Orpheus L. Garrison, Jr.
an Individual

By: 
Name: ORPHEUS L. GARRISON JR

Date: 6 JUNE 2025

The undersigned joins in this Contract as Escrow Agent for the purpose of agreeing to its obligations hereunder as Escrow Agent.

ESCROW AGENT:

By: _____

Printed Name: _____

Title: _____

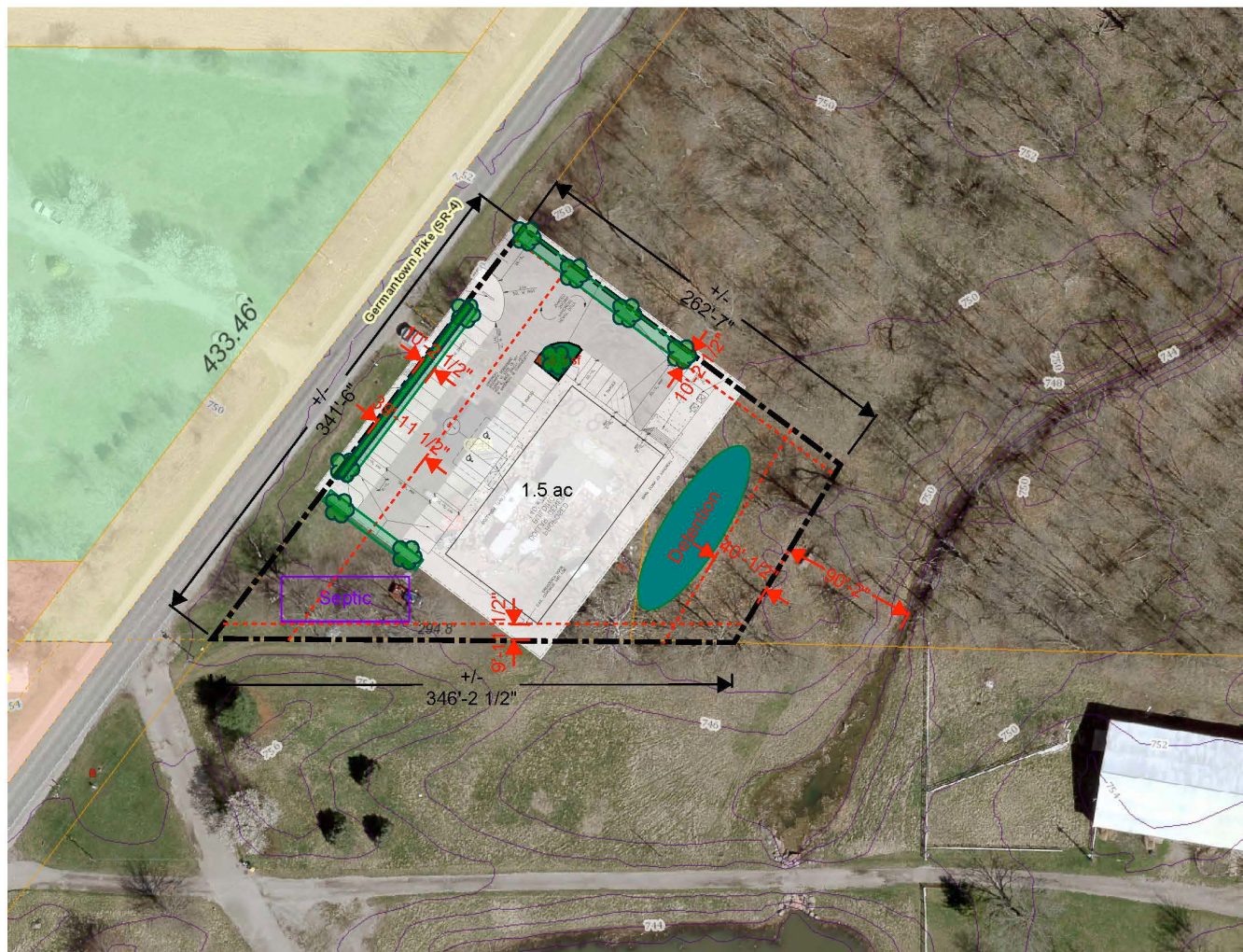
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

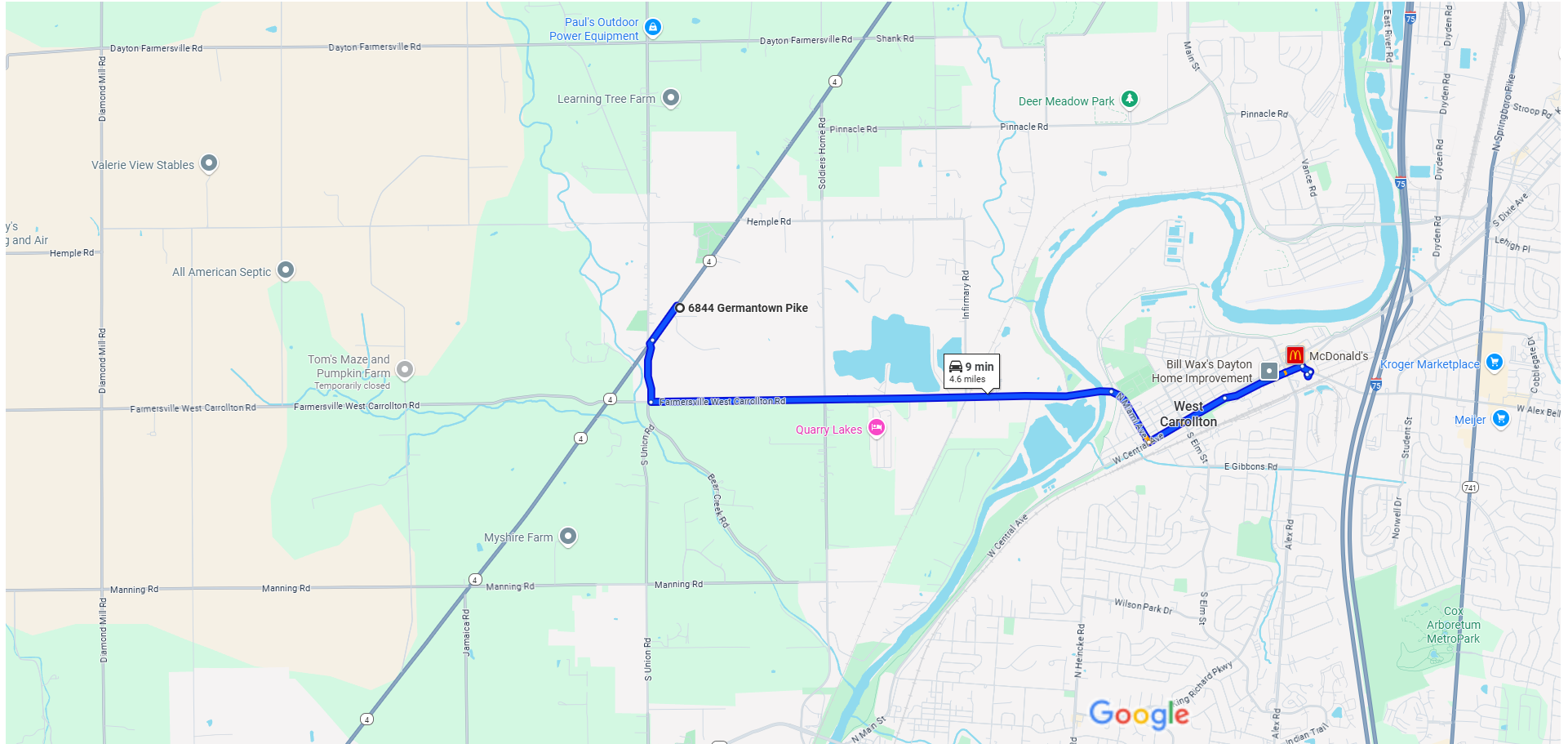
APN# J442042010035 and J442042010034, Legal Description [To Be Inserted]

Not to Scale – Approximation of Site Location





6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General, 25 W Alex Bell Rd, West Carrollton, OH 45449 Drive 4.6 miles, 9 min



Map data ©2025 Google 2000 ft



via Farmerville West Carrollton Rd

9 min

4.6 miles

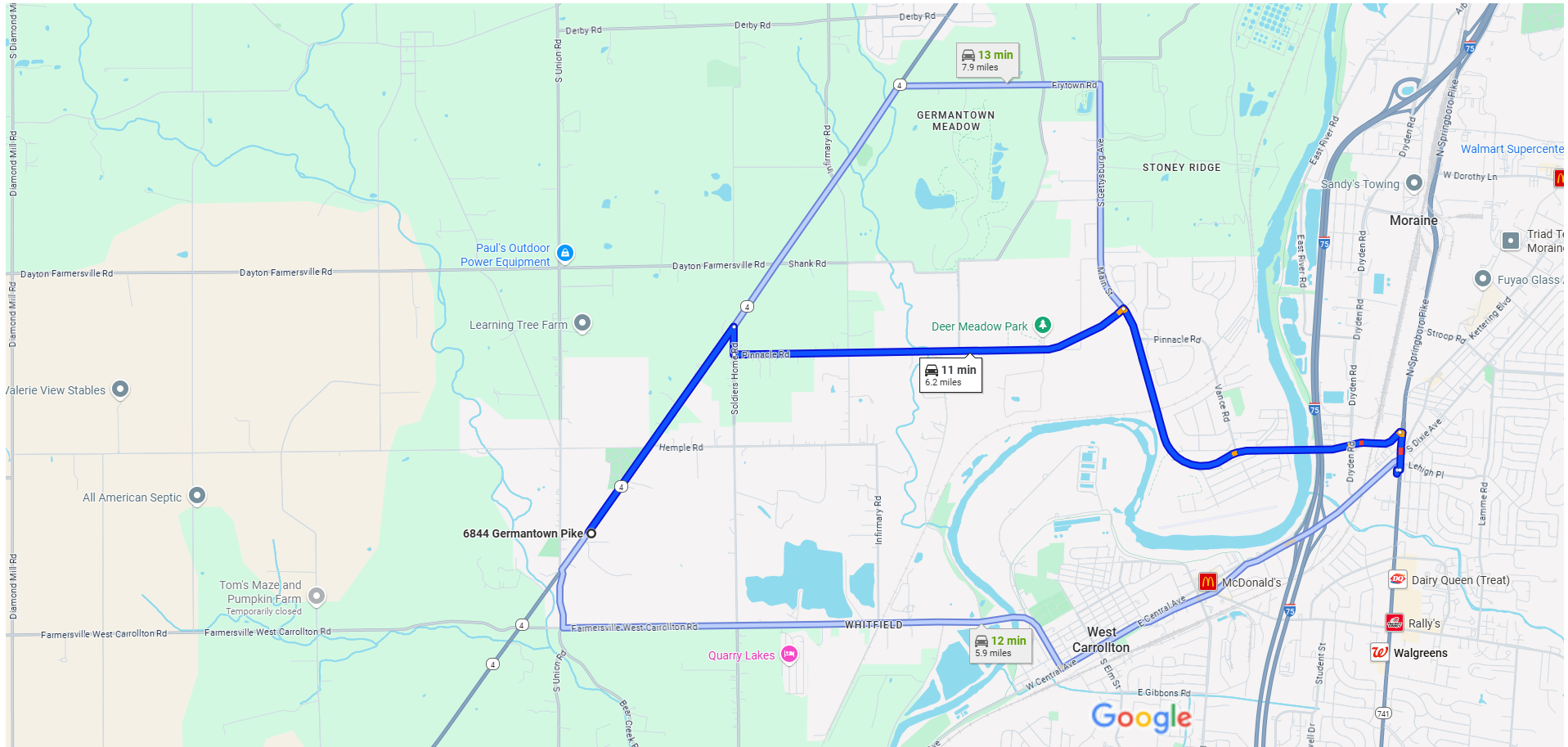
Fastest route, the usual traffic

Explore nearby Dollar General



6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General,
4963 N Springboro Pike, West Carrollton, OH 45449

Drive 6.2 miles, 11 min



Map data ©2025 Google 2000 ft



via Pinnacle Rd and Main St

11 min

Fastest route, the usual traffic

6.2 miles



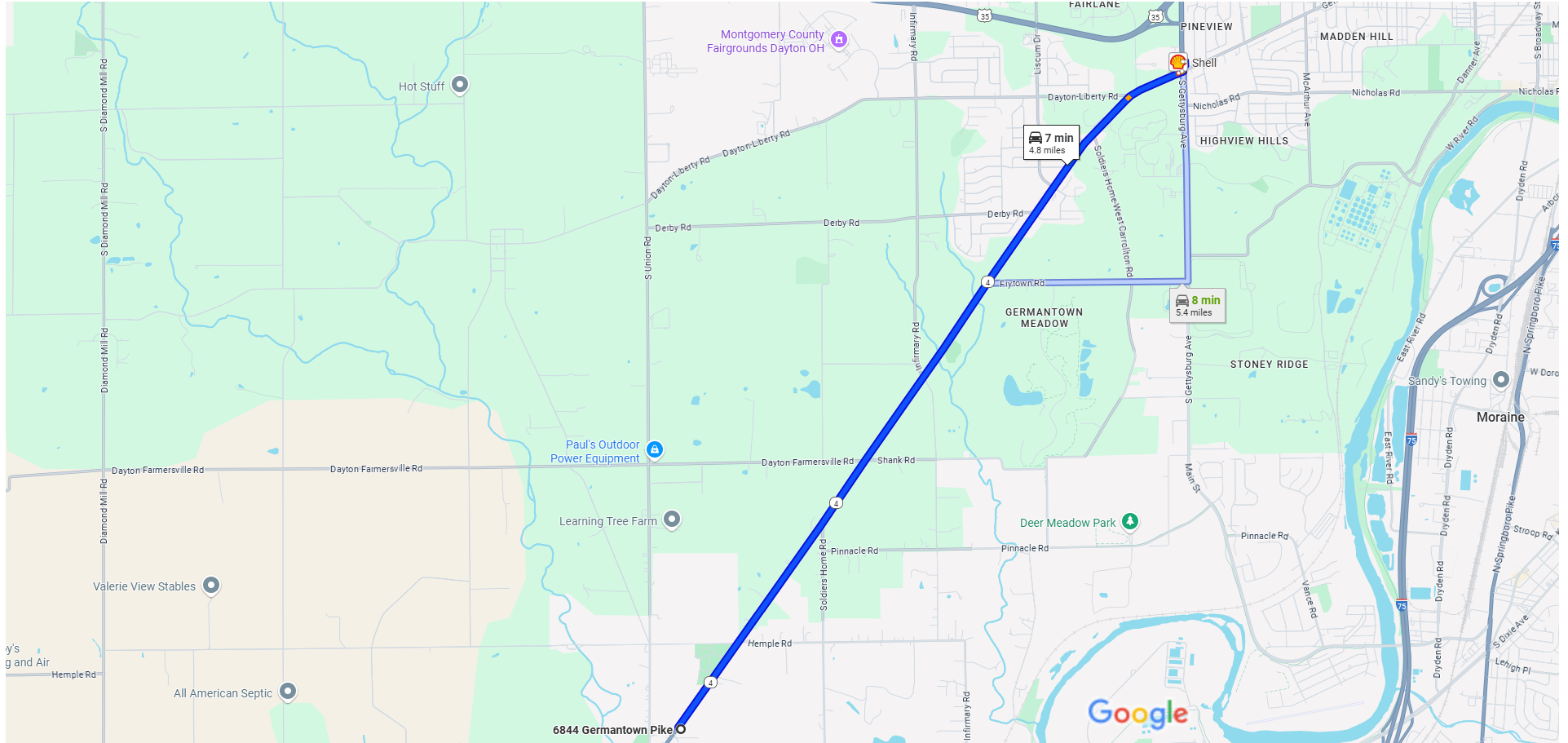
via Farmersville West Carrollton Rd

12 min

5.9 miles



6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General, 888 S Gettysburg Ave, Dayton, OH 45417 Drive 4.8 miles, 7 min



Map data ©2025 Google 2000 ft



via OH-4 N

7 min

Fastest route, the usual traffic

4.8 miles



via OH-4 N/Germantown Pike

8 min

5.4 miles

CHAPTER 1151

B-1 Neighborhood Business District

1151.01 Purpose.

1151.02 Uses.

1151.03 Site development regulations.

CROSS REFERENCES

Definitions - see P. & Z. Ch. 1115

Accessory buildings and uses - see P. & Z. 1181.02, 1181.05

Supplemental regulations - see P. & Z. Ch. 1185

1151.01 PURPOSE.

The B-1 Neighborhood Business District is intended to provide for relatively small business and service establishments in suitable locations primarily to serve the daily staple needs of residents. (Ord. 1203-97. Passed 7-10-97.)

1151.02 USES.

(a) Permitted Uses.

- (1) Minor B-1 District which is entirely surrounded by R Districts and which district, including the streets, contains less than five acres.
 - A. Any use permitted and as regulated in the R-4 District;
 - B. Retail sales and services including any local convenience retail and for service uses including: grocery, fruit or vegetable store, meat market, drug store, shoe repair shop, hardware and paint stores, barber and beauty shops, dry cleaning and laundry pickup stations, laundromats;
 - C. Business and professional offices, supplying commodities or performing services primarily for residents of the neighborhood;
 - D. Restaurant, cafe, not including dancing or live entertainment;
 - E. Automobile service station, minor repair and storage garages; and
 - F. Commercial parking lots for passenger vehicles except as otherwise provided in the Zoning Code;
 - G. Accessory building incidental to the principal use. Regulations governing accessory facilities and uses are specified in Chapter 1181.
- (2) Major B-1 District. The following uses are allowed, provided no such use shall be permitted in a minor B-1 District.
 - A. Any local retail business or service establishment such as an electrical appliance shop, plumbing and heating shop, printing shop, furniture shop, interior decorating shop, and upholstery shop including automobile, boat and like upholstery;
 - B. Theaters, not including drive-ins;
 - C. Hotel; and
 - D. Garage for general automobile repair; but not including major body and fender work, overall painting and steam cleaning;
 - E. Accessory buildings incidental to the principal use. Regulations governing accessory facilities and uses are specified in Chapter 1181.

(b) Special Uses. The following special uses are subject to review in accordance with Chapter 1117.

- (1) Micro Antenna or wireless communication antenna attached to a pole located in the right-of-way provided the antenna does not exceed more than twenty feet above the highest point of the separate antenna structure and the transmission and receiving equipment is limited to five cubic feet and located in an underground vault and positioned parallel to the road, and is situated on the non-road way side of the pole. Also provided that said facilities meet all standards as set in Chapter 1117 for "Telecommunications: Commercial Mobile Radio, Television and Radio Service Facilities". (Ord. 1203-97. Passed 7-10-97.)

1151.03 SITE DEVELOPMENT REGULATIONS.

(a) Lot Requirements.

- (1) Minimum lot area 5,000 square feet
- (2) Minimum lot frontage 60 feet

(b) Yard Requirements.

(1) Minimum front yard depth.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: 40 feet*

(2) Minimum rear yard depth.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: 40 feet

(3) Minimum side Yard width.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: None required except adjoining any R-District in which case, not less than 10 feet.

(c) Structural Requirements.

- (1) Maximum building height shall be forty (40) feet.
 - (d) Parking and Loading Requirements.
 - (1) See Chapter 1187 for off-street parking and loading requirements.
 - (e) Signs.
 - (1) See Chapter 1189 for size and location of permitted signs.
 - (f) Supplementary Regulations.
 - (1) All permitted businesses, services or processing shall be conducted wholly within a completely enclosed building except for the sale of automotive fuel, lubricants and fluids at service stations and except for off-street automobile parking and loading.
 - (2) Within a major B-1 District all principal permitted buildings shall be located at least fifty (50) feet from any lot in any R District.
 - (3) In any B-1 District fronting directly across the street from any R-2 or R-3 District, the parking and loading facilities shall be distant at least twenty- five (25) feet from the established right-of-way line, and the buildings or the structures at least seventy-five (75) feet from the established right of way.
 - (4) Goods shall consist primarily of new merchandise.
 - (5) Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas fumes, noise, vibration, refuse matter or water-carried waste.
 - (g) See Chapter 1185 for additional provisions for commercial facilities.
 - (h) Special uses shall comply with all pertinent development standards contained in Chapter 1117.
- *The front yard depth shall be measured from the established right-of-way line as shown on the Official Thoroughfare Plan.
- (Ord. 1203-97. Passed 7-10-97.)

TA-01-2025 - MCO 351.09 Maximum 48 Hour Street Parking and Trailer Parking

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Text Amendment for MCO Section 351.09 regarding 48 Hour Street Parking and Trailer Street Parking.

Attachments:

1. TA-01-2025 Legal Notice
2. Planning & Council - MCO 351.09 3-25-26
3. Council - MCO 1412.02 3-26-25



**PLANNING COMMISSION LEGAL NOTICE
TA-01-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 351.09 regarding Maximum 48 Hour Street Parking and Trailer Street Parking Provisions.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

351.09 MAXIMUM 48 HOUR STREET PARKING AND TRAILER STREET PARKING

(a) The purpose of this Section is to prohibit continuous long-time parking and/or the storage of vehicles, ~~and attached trailers,~~ **and recreational vehicles** on the streets of the City **and to further regulate the parking of recreational vehicles and trailers, both detached and attached.** This Section shall not be construed as affecting any other parking regulation now in effect or that may hereafter become effective but as an additional parking limitation.

(b) No person who is the owner, agent, operator or other person in charge of any vehicle ~~or trailer~~ shall permit such vehicle ~~or attached trailer~~ to remain parked, standing or abandoned upon any street for a continuous period longer than forty-eight hours. ~~This Section shall not be construed as affecting any other parking regulation now in effect or that may hereafter become effective but as an additional parking limitation.~~

(c) **Detached trailers and trailers attached to a vehicle shall not be parked on a driveway or off-street parking location for a continuous period longer than forty-eight hours in the following Districts: A, R-2, R-2A, R-3, R-4, B-1, C, and WO District, unless being used for loading and unloading purposes or for active contractor work occurring on site.**

Street parking of any trailer (including utility trailers) (both enclosed and unenclosed), and any recreational vehicle (both enclosed and unenclosed), is prohibited in all Zoning Districts, unless being used for loading and unloading purposes or for active contractor work occurring on site.

Additional Parking Provisions in Section 1412.02 of the Moraine Codified Ordinances.

(d) For the purposes of this Section, the term "trailer" ~~in subSection (a)~~ shall refer to any vehicle meeting the definition set forth in Section [301.48](#) of this Code, or as articulated in Chapter 4511.01(M) of the Ohio Revised Code.

(e) For the purposes of this Section, the term "vehicle" ~~in subSection (a)~~ shall refer to any vehicle meeting the definition set forth in Section 301.51 of this Code, or as articulated in Chapter 4511.01(A) of the Ohio Revised Code.

(f) For the purposes of this Section, the term "recreational vehicle" shall refer to any recreational vehicle meeting the definition set forth in Chapter 4501.01 of the Ohio Revised Code.

(g) Whoever violates any provision of this Section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.

(h) Vehicles, **recreational vehicles**, and ~~attached~~ trailers that remain parked, standing, or abandoned upon any street for a continuous period **in excess** of forty-eight hours are hereby designated as obstructions to traffic, and may be removed from the public right of way in the manner set forth by Section 351.01 of this Code. (Ord. 2104-22. Passed 2-10-22.)

1412.02 PARKING.

(a) All vehicles shall park in a designated parking area. All parking areas shall be graded and provided with a suitable parking surface of asphalt, gravel, or concrete.

(b) Gravel pads are permitted in the rear yard of residential zoning districts and/or one (1) side yard for the placement of one (1) recreational vehicle, or one (1) utility trailer, or one (1) vehicle only on the gravel pad. If located in the rear yard, the gravel pad must be a minimum of three (3) feet from lot lines.

Gravel cannot be used for a driveway or driveway extension for the front, side, or rear yard. A weed barrier must be installed prior to the installment of gravel. Edging for containment of a gravel pad is required with use of wood, block, or cement. A Zoning Permit and Site Plan Review of the gravel pad with the City Engineer is required. The gravel pad must be kept free of vegetation, tall grass, and weeds per Section 1412.10 of this Code.

(c) No parking shall be allowed in a grass or landscaped area front, side, or rear yards. This section shall not apply to permitted agricultural uses. (Ord. 1459-02. Passed 5-9-02.)

TA-02-2025 - MCO 521.07 Fences

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Amendment on provisions of fencing, including barbed wire, zoning vs building permit, and additional supplementation for authority of fence construction.

Attachments:

1. TA-02-2025 Legal Notice
2. Planning & Council - MCO 521.07 3-27-25



**PLANNING COMMISSION LEGAL NOTICE
TA-02-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 521.07 regarding Barbed Wire Fencing and Fencing Requirements.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

521.07 FENCES

(a) All fences six (6) feet in height or less and permitted by this Code require a Zoning Permit. All fences exceeding six (6) feet in height and permitted by this Code require a Building Permit.

(b) No person shall erect or maintain any fence charged with electrical current on land zoned residential.

(c) No person or business shall erect or maintain a barbed wire fence ~~which abuts or is adjacent to any public street or sidewalk. This subsection (b) does not prevent the placement and use of not more than three strands of barbed wire on top of a fence other than a barbed wire fence, provided such strands are not less than seventy-two inches from the ground.~~ except for businesses located in an M-1 or M-2 Industrial District in which case three (3) strands maximum of barbed wire on top of a fence is permitted.

Spiral barbed wire fencing is not permitted in any district.

A business desiring barbed wire fencing in the B-1 or B-2 Districts must request and obtain a variance from the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code.

Repairs to pre-existing barbed wire fencing or barbed wire fencing previously approved by the Board of Zoning Appeals will not require a variance to complete the repair work.

All fences permitted by this Code in every Zoning District shall be in good repair and not display rust or damage.

(d) Whoever violates this section is guilty of a minor misdemeanor.

TA-03-2025 - MCO 1181.04 Standards for Accessory Buildings and Uses in Residential and Agricultural Districts

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Residential Fencing Provisions and the addition of corner lot/double frontage/reverse corner lot fencing.

Attachments:

1. TA-03-2025 Legal Notice
2. Planning & Council - MCO 1181.04 3-27-25



**PLANNING COMMISSION LEGAL NOTICE
TA-03-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 1181.04 regarding Accessory Fences, Security Fences, and General Fence Provisions in Agricultural and Residential Districts.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1181.04 STANDARDS FOR ACCESSORY BUILDINGS AND USES IN RESIDENTIAL AND AGRICULTURAL DISTRICTS.

(a) An accessory building may be erected as an integral part of a principal building or it may be connected thereto by a breeze way or other similar structure, provided that no such accessory building may be erected or used as a stable or primarily for the keeping of animals or birds except where the use is specifically permitted by the specific zoning district.

(b) An accessory building may be erected detached from the principal building. No detached accessory building shall be erected in any required yard except a rear yard.

(c) A detached accessory building shall not exceed fifteen (15) feet in height in Residential Districts.

(d) On a corner lot abutting in the rear or side lot in a Residential District, any accessory building or part thereof within twenty-five (25) feet of the common lot line shall not be closer to the side street lot line than the least depth of the front yard required on such other lot fronting the side street, and in no case shall any part of such accessory building be closer to the side street lot lines than the least width of the side yard required for the principal building to which it is accessory.

(e) No accessory use or structure in any Residential District except an off-street parking area shall be permitted nearer to any front lot line than sixty (60) feet, unless such use or structure is contained within or constitutes an integral part of the principal building. However, if the owner of a corner lot, with approval of the Board of Zoning Appeals designates the longer street lot line as the front lot line, then the requirement of this section shall apply to establish the permitted distance of an accessory building from only the shorter street lot line.

Patios, open porches and carports may be located in side and rear yards provided they are not closer than three (3) to any adjacent property line. If located closer than eight (8) feet, they shall be screened by an evergreen hedge or fence not less than four (4) feet in height and maintained in good condition. In case of a corner lot, no patios or porches shall be closer to the side street lot line than the least depth required for such side yard.

(f) Home Occupations. No home occupation shall be allowed in any Residential District, except as an accessory use, and unless it complies with the following conditions and requirements:

A. The primary use of the structure or dwelling unit shall remain residential and the operator or the home occupation shall remain a resident in the dwelling unit.

B. The operator conducting the home occupation shall be the sole entrepreneur, and he shall not employ any other person other than a member of the immediate family residing on the premises.

C. No structural additions, enlargements, or exterior alterations changing the residential appearance to a business appearance shall be permitted; nor the use of mechanical equipment not customary in dwellings.

D. Such home occupations shall be conducted entirely within the primary building or dwelling unit used as a residence.

E. No additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation.

F. No provision for extra off-street parking or loading facilities, other than the requirements and permitted facilities of the zone district, shall be permitted. No part of a minimum required setback distance shall be used for off-street parking or loading facilities, and no additional driveway to serve such home occupations shall be permitted.

G. No display of goods or external evidence of the home occupation shall be permitted, except for one (1) nonanimated, nonilluminating, nonflashing announcement plate, indicating not more than the name and address of the resident. Such plate shall be attached flat against the wall of the residence and shall not exceed two (2) square foot in total surface area.

H. No stock in trade or commodities, other than those prepared, produced or created on the premises by the operator of the home occupation, shall be kept or sold on the premises.

(g) Swimming Pools. No private swimming pool, exclusive of pools less than one and one-half (1 1/2) feet in depth and portable swimming pools with a diameter less than twelve (12) feet or with an area of less than 100 square feet, shall be allowed in any Residential District, except as an accessory use and located in the rear yard, and unless it complies with the following conditions and requirements.

(1) The pool is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located.

(2) The pool may not be located closer than ten (10) feet to any property line, and such location shall be in accordance with all pertinent provisions of Section [1181.01](#) hereof and shall be measured from the water line. Accessory buildings shall maintain the minimum side yard required. Any walks or paved areas adjacent to the pools shall be considered as patios for the purpose of this Zoning Code and shall conform to the provisions of subsection (e) hereof.

(3) The swimming pools, or the entire rear yard of the property on which it is located, shall be walled or fenced to prevent uncontrolled access by children from the street or from adjacent properties. Such fence or wall shall be six (6) feet in height and maintained in good condition with a gate and lock.

(h) Tennis Courts. Tennis courts and other similar playing courts may be located in any rear yard with the fence located no closer than five (5) feet of any property line, provided the location of such courts are in accordance with all pertinent provisions of this section. Such courts may be fenced with a chain link fence located around the perimeter of the court, but any fence over six (6) feet in height shall be planted with large shrubs in sufficient quantities to screen and filter the view of the fence from neighboring properties.

(i) Earth Satellite Stations in Residential Districts. Within Residential Districts, the following provisions shall apply to ground satellite stations:

(1) Such ground stations or antennas shall be for the personal use of such residents;

(2) Such ground stations or antennas shall contain no graphic message or advertising;

(3) Ground-mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:

A. Such stations or antennas not mounted on the roof of a primary or accessory structure shall be located in the rear yard only and shall not exceed an above grade height of fourteen (14) feet.

B. Such stations or antennas shall have a three (3) foot setback observed from all property lines. This distance shall be measured horizontally from the perpendicular to that part of the structure nearest the property line; and

(4) Roof mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:

A. Such stations or antennas shall be mounted directly on the roof of a primary or accessory structure and shall not be mounted on appurtenances such as chimneys, towers or spires.

B. Such stations or antennas mounted on the roof of a primary or accessory structure shall not exceed a height of greater than four (4) feet above the roof on which they are mounted nor extend beyond the edge of the roof line. The height shall be measured vertically from the point at which such station or antenna is mounted on the roof.

C. The diameter of any dish antenna mounted upon the roof of a primary or accessory structure shall not exceed four (4) feet.

(5) No more than one (1) dish-type antenna will be permitted on any one lot.

(Ord. 1103-95. Passed 2-9-95; Ord. 1279-99. Passed 1-28-99.)

(j) Accessory Fences, Walls and Hedges. The intent of these provisions is to outline the regulations for accessory fences, walls and hedges in residential districts. Such structures are permitted in order to: provide for orderly transition between land uses; protect and screen private property; give security and privacy to residents; and provide a physical and visual barrier; reduce wind and modify climate; define property lines; create and define outdoor living space; and generally improve the aesthetic appearance of a site. **Fencing cannot display rust or show damage.**

(1) Front Yards.

A. Hedges not to exceed four (4) feet in height may be located in any front yard.

B. An ornamental fence or ornamental wall may be located in any front yard or court as follows:

1. The height of any ornamental fence or wall may not exceed three (3) feet above the ground at any point.

2. Any ornamental fence or wall, as permitted in the subsection, shall be so constructed as to provide a ratio of solid portion to open portion not to exceed one to one, the proportion of solid area to open area to be determined in elevation.

3. Such fence or wall may not be located closer than three (3) feet to the front lot lines.

4. The total length may not exceed fifty percent (50%) of the lot frontage.

5. No wire-type fence may be used.

(2) Rear and side yards. A fence, wall or hedge may be located in any rear or side yard, provided that:

A. The height of the fence, wall or hedge may not exceed six (6) feet above the ground at any point.

B. A fence or wall not to exceed ten (10) feet in height may be permitted surrounding tennis courts in any rear yard, provided the provisions of subsection (1) hereof are met

(3) Retaining walls. Retaining walls shall not project more than one (1) foot above the surface of the ground supported by such walls, unless such projection exceeding one (1) foot complies with the applicable requirements of this section.

(4) Security fences. ~~No Barbed wire; and other sharp-pointed material or electrically charged material shall be used in the construction of a fence allowed agricultural uses and only upon approval of the Police Department.~~ **fencing is prohibited in agricultural districts unless a variance is requested and approved by the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code, except that barbed wire and other sharp-pointed fencing is permitted in agricultural districts without a variance for the purpose of keeping animals enclosed in an area.**

Barbed wire and electrical fencing are not permitted in any residential districts.

Battery-charged fences are permitted in non-residential districts and agricultural districts upon the issuance of a Zoning Permit and said fences shall comply with Ohio Revised Code 3781.1011.

(Ord. 1103-95. Passed 2-9-95; Ord. 1279-99. Passed 1-28-99.)

(5) Fences. All post and framing members shall be on the owner's side of the property. No fence shall be erected next to an existing fence. It shall be the owner's responsibility to verify all property lines. **A Zoning Permit is required for fences six (6) feet or less in height. A Building Permit is required for fences in excess of six (6) feet in height. In residential districts, fences in excess of six (6) feet in height require a variance issued by the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code.**

(6) On corner lots or lots abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street, fencing shall be a minimum of eight (8) feet away from the street side lot lines or aligned to the sides of the structure. This requirement shall also apply to double frontage and reverse-corner lots. Six (6) feet in height of fencing is permitted on double frontage and reverse-corner lots except in the front of the dwelling per front lot lines.

(Ord. 1499-03. Passed 6-26-03.)

TA-04-2025 - MCO 1181.05 Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Text Amendment for Fencing Provisions of B1, B2, M1, and M2 districts along with fence development requirements.

Attachments:

1. TA-04-2025 Legal Notice
2. Planning & Council - MCO 1181.05 3-27-25



**PLANNING COMMISSION LEGAL NOTICE
TA-04-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 1181.05 regarding Security Fences, and General Fence Provisions for Conservation, Business, and Industrial Districts.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1181.05 STANDARDS FOR ACCESSORY BUILDINGS AND USES IN CONSERVATION, BUSINESS AND INDUSTRIAL DISTRICTS.

(a) Earth Satellite Stations in Nonresidential Districts. Within nonresidential districts, the following shall apply to ground satellite stations:

- (1) Such ground stations or antennas shall contain no graphic message or advertising.
- (2) Ground-mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:
 - A. Such stations or antennas not mounted on the roof of a primary or accessory structure shall be located in the rear yard only and shall not exceed an above-ground height of fourteen (14) feet.
 - B. Such stations or antennas not be located within fifty (50) feet of a public right of way or within thirty (30) feet of a rear or side lot line and shall be not closer than fifty (50) feet from a lot line or a Residential District.
- (3) Roof-mounted stations or antennas shall comply with the following conditions and requirements:
 - A. Such stations or antennas shall be mounted directly on the roof of a primary or accessory structure and shall not be mounted on appurtenances such as chimneys, towers or spires.
 - B. Such stations or antennas mounted on the roof of a primary or accessory structure shall not exceed a height of greater than twelve (12) feet above the roof on which they are mounted. The height shall be measured vertically from the point at which such station or antenna is mounted on the roof.
- (4) No more than one (1) dish-type antenna will be permitted on any one (1) lot.

(b) Accessory Fences, Walls and Hedges. The intent of these provisions is to outline the regulations for accessory fences, walls and hedges in nonresidential districts. Such structures are permitted in order to: provide for orderly transition between land uses; protect and screen private; give security and privacy; and provide a physical and visual barrier; reduce wind and modify climate; define property lines; create and define outdoor storage space; and generally improve the aesthetic appearance of a site.

(1) Other permissible locations. Fences, walls or hedges may be erected on public recreation areas, school grounds and in Industrial Districts, and are not subject to the requirements of this section, but no such fence, structure or planting shall be erected or maintained with twenty (20) feet of the corner so as to interfere with traffic visibility across the corner.

(2) Security fences. No barbed wire, other sharp-pointed material or electrically charged material shall be used in the construction of a fence, except to fence potentially hazardous areas or for security purposes in high risk areas, and only upon approval of the Police Department. **Battery-charged fences are permitted in non-residential districts upon issuance of a Zoning Permit and said fences shall comply with the provisions of Ohio Revised Code 3781.1011.**

(3) In Business Districts B-1 and B-2, fencing shall not exceed six (6) feet in height for side and rear yards. In Business Districts B-1 and B-2, fencing shall not exceed four (4) feet in front yards. Required screening shall first be approved by the Community Development Department for height determination.

(4) In Industrial Districts M-1 and M-2, fencing height shall first be approved by the Community Development Department for height determination.

(5) All fences six (6) feet in height or less require a Zoning Permit. All fences which exceed six (6) feet in height require a Building Permit.

(6) Set-back requirements along Right of Ways and sidewalks shall first be approved by the Community Development Department to ensure proper safety and visibility.

(7) Fencing cannot display rust or show damage.

(Ord. 1103-95. Passed 2-9-95.)

TA-05-2025 - MCO 1185.18 Trailers and Trailer Parks

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Trailer Parking provisions to align with TA-01-2025 but for off-street parking

Attachments:

1. TA-05-2025 Legal Notice
2. Planning & Council - MCO 1185.18 3-26-25



PLANNING COMMISSION LEGAL NOTICE
TA-05-2025

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 1185.18 regarding Parking Provisions for Trailers.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1185.18 TRAILERS AND TRAILER PARKS.

(a) Districts where trailers may park; general rules.

(1) Parking.

A. Parking of a trailer in any A, R-2, R-2A, R-3, R-4, B-1, C, or WO District shall be prohibited except that one (1) trailer may be parked or stored in an enclosed garage, or accessory building provided that no living quarters shall be maintained, that no business is conducted in connection therewith while such trailer is parked or stored, and provided further that it is permitted by the Board.

B. Detached trailers and trailers attached to a vehicle shall not be parked on a driveway or off-street parking location for a continuous period longer than forty-eight hours in the following Districts: A, R-2, R-2A, R-3, R-4, B-1, C, and WO District, unless being used for loading and unloading purposes or for active contractor work occurring on site.

Street parking of any trailer (including utility trailers) (both enclosed and unenclosed), and any recreational vehicle (both enclosed and unenclosed), is prohibited in all Zoning Districts, unless being used for loading and unloading purposes or for active contractor work occurring on site.

(2) Standards.

A. The sanitary regulations prescribed by the County Board of Health, the provisions of the Codified Ordinances of Moraine and all State regulations shall be complied with.

(3) Vehicular Entrances and Exits.

A. No vehicular entrance to or exit from any tourist or trailer park, wherever such park may be located, shall be within 200 feet along streets from any school, public playground, church, hospital, library or institution for dependents or for children.

(b) Enlarging or Extending Trailer Park's Limits.

(1) All enlargements or extensions to existing parks shall require application for a zoning certificate as if it were a new establishment.

(2) Enlargements or extensions to any park shall be permitted in accordance with requirements of park construction and operation as contained in Ohio R.C. Chapter 3733. (Ord. 1069-94. Passed 4-28-94.)

TA-06-2025 - New MCO Section "Mobile Food Vendors"

Department: Community Development

Request: Staff Report

Item Background and Purpose:

A new addition to the Moraine Codified Ordinances in which Mobile Food Vendor Provisions, Penalties, Fees, Tax Requirements, and Overall Safety are added as we do not have a specific section for Food Trucks.

Attachments:

1. TA-06-2025 Legal Notice
2. Planning & Council - MCO 1185.23 MOBILE FOOD VENDORS 2-26-25



PLANNING COMMISSION LEGAL NOTICE
TA-06-2025

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances to add a new section called *Mobile Food Vendors*. This would include the general provisions, licensure, fees, enforcements, and penalties for Mobile Food Vendors.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1185.23 MOBILE FOOD VENDORS

(A) Definitions. For purposes of this Section, a **Mobile Food Vendor** shall be defined as any person who sells, offers for sale, or distributes free of charge, food or beverages to the public from any unit (vehicle, trailer, cart, wagon, or similar use) which is designed to be readily moveable and which changes location from time to time. A **Mobile Food Vendor** unit shall not include tents or similar portable structures. The food may be cooked, wrapped, packaged, processed and/or portioned for service, sale, or distribution in the mobile food vendor unit. The sale of products other than food or beverages is prohibited.

For purposes of this Section, **Calendar Year** shall be defined as beginning on January 1st and ending on December 31st.

(B) Mobile Food Vendor License Required.

(1) Except as provided in division (D) of this Section, no person shall engage in the business of operating a mobile food vendor unit within the City without a current and valid mobile food vendor license issued pursuant to this Section.

(2) Any person desiring to operate a mobile food vendor unit within the City shall make a written application with the City Planner or authorized designee for a mobile food vendor license. The application for such license shall include the following:

- (a) A fully completed mobile food vendor license application on form(s) provided by the City.
- (b) Written permission of the property owner(s) consenting to the mobile food vendor operation on any and all properties on which the unit will operate, if applicable.
- (c) A site plan showing any and all properties on which the unit will operate for sales purposes, with the proposed location and dimensions of the mobile food vendor unit relative to buildings, parking and loading areas, streets and driveway approaches, refuse containers, and any other site information the City may require.
- (d) Color photographs of all sides of the mobile food vendor unit and any signage to be used in operation of the business. Temporary signage may be permitted per Section 1189.15 of the City of Moraine Codified Ordinances with authorization of the property owner.
- (e) A signed indemnification statement and copy of liability insurance for the business in an amount not less than \$1,000,000, naming the City of Moraine as an additional insured, as further described below.
- (f) A valid copy of all licenses or permits required by the County of Montgomery, the State of Ohio, and any subsidiary enforcement divisions thereof, including but not limited to the Public Health - Dayton & Montgomery County and the Bureau of Motor Vehicles.
- (g) Proof of registration with the City's income tax division if operating within the City for more than 20 days in a calendar year.
- (h) Any additional information which shows the proposed operation will satisfy the requirements of this Section and all applicable laws.
- (i) A signed statement that the vendor will hold harmless the City and its officers and employees, and shall indemnify the City, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity earned on under the terms of the mobile food vendor

license. The mobile food vendor shall furnish and maintain such public commercial general liability insurance, including products liability, property damage, bodily injury and personal and advertising injury against claims for injuries to persons or damages to property which may arise from or in connection with the operations under the mobile food vendor license or in connection therewith. Such insurance shall be issued by an insurance company licensed to do business in Ohio and shall provide coverage of not less than \$1,000,000 per occurrence. The policy shall cover, or be endorsed to cover, the City of Moraine, its officials, employees, and volunteers as additional insureds. Such coverage shall be primary and non-contributing as respects the additional insureds. The policy shall further provide that it may not be cancelled except upon 30 days written notice served upon the City Manager of the City.

The mobile food vendor shall provide a certificate of insurance evidencing compliance with the specifications herein prior to commencing activities pursuant to this license. A mobile food vendor license issued pursuant to the provisions of this Section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City of Moraine.

(3) A mobile food vendor license shall be issued upon full completion of the application and determination by the City that all requirements of this Section are met. If a complete application for a mobile food vendor license is not approved, the City shall notify the applicant of the determination in writing including any reason(s) for the decision. No license shall be issued to an applicant who has a conviction within the last ten years for a crime of violence, a crime involving moral turpitude, a crime involving drug convictions, or a crime involving sex offenses.

(4) The mobile food vendor license is valid for one mobile food vendor unit only, which shall be that unit identified in the license application. The mobile food vendor license is valid only for the property or properties identified in the license application. The license must be prominently displayed on the mobile food vendor unit along with any other required licenses, and shall be available for inspection upon request.

(5) The mobile food vendor license is non-transferable and may be used only by the individual, partners, or entities to whom the license was granted.

(6) A mobile food vendor unit shall comply with all applicable federal, state, and local fire safety requirements, as determined by an inspection by the Moraine Fire Department prior to issuance of a license, and at any other time deemed necessary to address life safety concerns.

(C) Types of Mobile Food Vendor Licenses.

(1) 1 Year Mobile Food Vendor License: Non-transferable and valid for a period of one year from date of issuance. Required payment of \$150.00 with submission of the application per Section 1185.23 (B)(2) herein.

(2) 6 Month Mobile Food Vendor License: Non-transferable and valid for a period of six months from date of issuance. Required payment of \$75.00 with submission of the application per Section 1185.23 (B)(2) herein.

(3) Temporary Mobile Food Vendor License: Non-transferable and valid for a period of 3 days per calendar year. No payment is required for this license with submission of the application per Section 1185.32 (B)(2) herein.

(D) Exceptions.

(1) Mobile food vendors operating as part of a special event which is open to the general public, lasts not more than three consecutive days, and has received a temporary use permit shall not require a separate 1 year or 6 month mobile food vendor license. However, such mobile food vendors shall be subject to the provisions of this Section as determined by the City to be applicable, and may operate only during the hours of the special event. In no case shall multiple temporary use permits for such events on the same property total more than 30 days within a 90 day period.

(2) The requirements of this Section do not apply to:

(a) A mobile food vendor unit operating on the same premises as a restaurant under the same ownership. Such units shall comply with all other requirements of the City of Moraine Codified Ordinances.

(b) One or more mobile food vendor units operating on a particular property at the request of and with the written permission of the property owner or the business located on the property, which limits the sale of its food to serve only on-site employees of such business and is not open for sales to the general public. Provided, however, such mobile food vendor unit shall be subject to an inspection by the City of Moraine Fire Department and does not operate for more than three hours each day.

(E) License Fee. Upon issuance of the mobile food vendor license and as may be renewed thereafter, a non-refundable mobile food vendor license fee shall be due and payable as set forth herein.

(F) Location.

(1) A mobile food vendor unit may be permitted to operate on any property on which a non-residential principal use is located, subject to the requirements of this Section. A mobile food vendor is considered to be a temporary use, and shall not be permitted as a principal use on a property.

(2) Only with prior written authorization of the City Planner or authorized designee, a mobile food vendor may be permitted to operate within the public right-of-way in all non-residential or mixed-use zoning districts, subject to the requirements of this Section and provided:

(a) The mobile food vendor unit is parked in a legally-designated on-street parking space, except that no mobile food vendor unit shall park in angled parking spaces in the right-of-way.

(b) The mobile food vendor unit is parked in the same direction as traffic with no more than 12 inches between the curb face or edge of pavement and the unit, and with the service window of the unit facing the curb. All items shall be sold, offered for sale, or dispensed only from the curb side of a mobile food vendor unit.

(c) A mobile food vendor unit located in the public right-of-way shall not remain stationary in one location for longer than two hours. After remaining stationary in one location for up to two hours, the mobile food vendor unit shall be moved to a location at least 100 yards from the previous location.

(d) Hazard lights are operated continuously at all times when a mobile food vendor unit is parked or stopped so as to be clearly visible to drivers of other vehicles approaching such vehicle from the front or rear.

(e) The mobile food vendor unit is not operating for sales purposes in a public alley, unless specifically authorized by the City.

(f) The mobile food vendor unit is not left unattended in the public right-of-way. The City shall consider any unattended mobile food vendor unit located in the public right-of-way as an illegally-parked vehicle and may remove said unit pursuant to Chapter 351 of the City of Moraine Codified Ordinances and/or applicable Ohio Revised Code provisions.

(3) Notwithstanding divisions (F)(1) and (F)(2) of this Section, no mobile food vendor unit shall be located:

(a) Within 100 feet of property containing a restaurant located in an enclosed building, unless operated by the restaurant owner or written permission by the restaurant or property owner is provided. However, this restriction does not prevent approval of any new restaurant located in an enclosed building within 100 feet of any pre-existing approved mobile food vendor location. In that event, the mobile food vendor may continue to operate at the pre-approved location until the expiration of the license term. Upon renewal of the license, the mobile food vendor must then relocate to meet the requirements of this Section.

(b) On property used exclusively for single-family residential purposes, irrespective of its zoning classification.

(c) On any unpaved surface.

(d) Closer than five feet to any property line, unless written permission is provided by the abutting property owner.

(e) Proximate to any land owned by a public or private school, unless written permission has been granted by the school.

(f) Proximate to any property containing a festival, special or civic event that is permitted or sanctioned by the City, unless the mobile food vendor is an authorized participant in such event.

(g) Within parking spaces which are required to meet the minimum parking requirements for the property.

(G) Operating Requirements. Mobile food vendors shall meet the following requirements:

(1) A mobile food vendor may operate for sales purposes between the hours of 6:00 a.m. and 11:00 p.m.

(2) A mobile food vendor unit located outside of the public right-of-way shall not remain stationary in one location for longer than six hours. After remaining stationary in one location for up to six hours, the mobile food vendor unit shall be moved to a location at least 100 yards from the previous location.

(3) A mobile food vendor unit shall not be left unattended within public view at any time.

(4) A mobile food vendor unit shall not obstruct a public way, impair the movement of pedestrians or vehicles, impair the clear view of traffic from any direction, or pose a hazard to public safety.

(5) A mobile food vendor unit shall not be in such a deteriorated physical condition as to adversely affect the character, appearance, image, or economic value of surrounding property.

(6) No mobile food vendor shall, for the purposes of attracting attention to its operation, shout or use any outside sound amplifying equipment, music, or noisemakers such as bells, horns, or whistles. Sound

emanating from a mobile food vendor unit shall be in compliance with the requirements of Section 509.10 Disturbing the Peace, of the City of Moraine Code of Ordinances.

(7) A mobile food vendor unit shall not remain attached to any vehicle used to haul the unit. Such hauling vehicle shall be detached from the unit and parked in a lawful parking space separate from the unit.

(8) The mobile food vendor shall provide at least one trash receptacle and shall properly remove all waste and trash generated by the operation at least once per day and as needed to maintain cleanliness.

(9) Mobile food vendor signage is permitted as professionally applied within the outlines of the unit. One sandwich board not exceeding six square feet per sign face and three feet in height is permitted per public street frontage, but may not be placed in the public right-of-way, on a public sidewalk, or in a designated parking space.

(10) Conduct of the mobile food vendor business shall not create a public nuisance or constitute a danger to the public health, safety, or welfare.

(11) Inspections by the City of Moraine Fire Department, Police Department, and Community Development Department may occur at any given time to ensure compliance with this Section 1185.23.

(H) Enforcement.

(1) The City may deny, revoke, suspend, or not renew a mobile food vendor license issued under the provisions of this Section for any of the following reasons:

(a) The licensee is determined by the City to be guilty of any fraud or misrepresentation in connection with the submitted mobile food vendor license application;

(b) The licensee is determined by the City to be guilty of any fraud, misrepresentation, or unlawful act in connection with the business activities for which a mobile food vendor license was issued;

(c) The licensed mobile food vendor business is conducted in such a manner as to create a public nuisance or to constitute a danger to the public health, safety, or welfare;

(d) Conviction of the licensee within the last ten years for a crime of violence, a crime involving moral turpitude, a crime involving drug convictions, or a crime involving sex offenses;

(e) The licensee is found by the City to be a person who constitutes a clear and present danger to the residents of the City;

(f) The licensee violates any provision of this Section;

(g) The licensee is delinquent in financial obligations to the City;

(h) The licensee fails to maintain valid permits or licenses from the County of Montgomery, the State of Ohio, and any enforcement divisions thereof;

(i) For any good cause shown.

(2) When good cause has been demonstrated to deny, revoke, suspend, or not renew a mobile food vendor license, the City shall issue an order which shall become effective immediately upon service of a written notice to the licensee. Such notice shall specify the reason for denial, revocation, suspension, or non-renewal and may provide for conditions upon which the license may be approved or

reinstated, upon compliance with said conditions. Should no conditions be given for the possible approval or reinstatement of the license, the order shall constitute a denial or revocation of the license.

(3) The City may allow a mobile food vendor to reapply for a mobile food vendor license after 12 months from the date of denial, revocation, suspension, or non-renewal. The mobile food vendor shall correct all circumstances that led to the violations, and shall pay an additional fee in the amount of \$500 to offset the City's costs of compliance measures, necessary inspections, and to ensure the circumstances that led to the revocation have been corrected.

(I) Penalty. Whoever violates any provision of this Section is guilty of an unclassified misdemeanor and shall be fined not more than \$1,000 for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(J) Appeal. Any person aggrieved by any administrative decision pursuant to this Section may submit an appeal of said decision to the Board of Zoning Appeals in accordance with the provisions of Section 1125.04 of the City of Moraine Code of Ordinances.

S-02-2025 - Minor Subdivision Replat for the Yowell & Morris Properties

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Minor Subdivision Replat for the Yowell & Morris Properties

Attachments:

1. S-02-2025 Legal Notice
2. S-02-2025 Scanned Application
3. 1472-Card-2-Sht1-7-25-25
4. 1472-Card-2-Sht2-7-25-25
5. Card-2-clr



**MORaine PLANNING COMMISSION LEGAL NOTICE
S-02-2025**

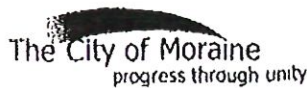
The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is a subdivision lot adjustment to City Lot 5513, which would then create 2 new Parcels, creating 2 new City Lot Numbers: 5674 and 5675.

To prevent Landlocking, Case S-03-2025 will follow immediately after S-02-2025 to combine Lots 5675 and 3194, to create 1 City Lot Number, 5676, that will have access to Cardington Road.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice at 937-535-1037.



City of Moraine Planning Commission

Application for Subdivision

Revised June 2022

Date Received: 07/28/2025 Application No.: S-02.2025 Fee: \$75.00 Receipt: 6991

Type of Subdivision (Circle One): Preliminary ☐ Final ☐ Replat ☒
\$200 Flat Fee \$2.50 per 1/100th Acre, \$75 Min. Fee \$2.50 per 1/100th Acre, \$75 Min. Fee
Total Area: 5.740 New Total Lots: 2 Minor Subdivision? ☒

General

Name of Subdivision: 1860 CARDINGTON ROAD - SECTION 2

City Lot Number(s): 5513

Street: CARDINGTON ROAD Section: 12 Town: 1 Range: 6 M. R. S.
7 M. R. S.

Applicant(s) - Please include additional owners or other applicants of back of application

Name of Owner: NEIL T. YOWELL III & DEBRA L. YOWELL

Address: 1840 CARDINGTON ROAD City: MORaine State: OH

Contact Phone: _____ Email: _____

Name of Engineer/Surveyor: PAUL HORIZON SURVEYING, LLC

Address: 726 ALBRIGHT MILL RD City: CHILLICOTHE State: OH

Contact Phone: 937-423-2934 Email: horizonsurvey1@gmail.com

Subdivision Data

Proposed Use: LOT 5675 - PARKING, LOT 5674 SALE PARCEL

Present Zoning Dist.: M-2 Proposed Zoning Change: _____

Deed Restrictions: Yes No (Circle one; if Yes, provide copy of current and/or proposed restrictions)

What type of Sanitary Service do you propose? N/A

Montgomery County Engineering File Number*: 2024-0375 RE

*All applications for subdivision approval must be filed with the Montgomery County Engineer's Office before being submitted to the Moraine Planning Commission

A copy of the closure report for the proposed subdivision and a list of any proposed infrastructure improvements (including but not limited to roadways, sanitary utilities, storm sewers, etc.) must be attached to this application prior to its placement on the Planning Commission's calendar.

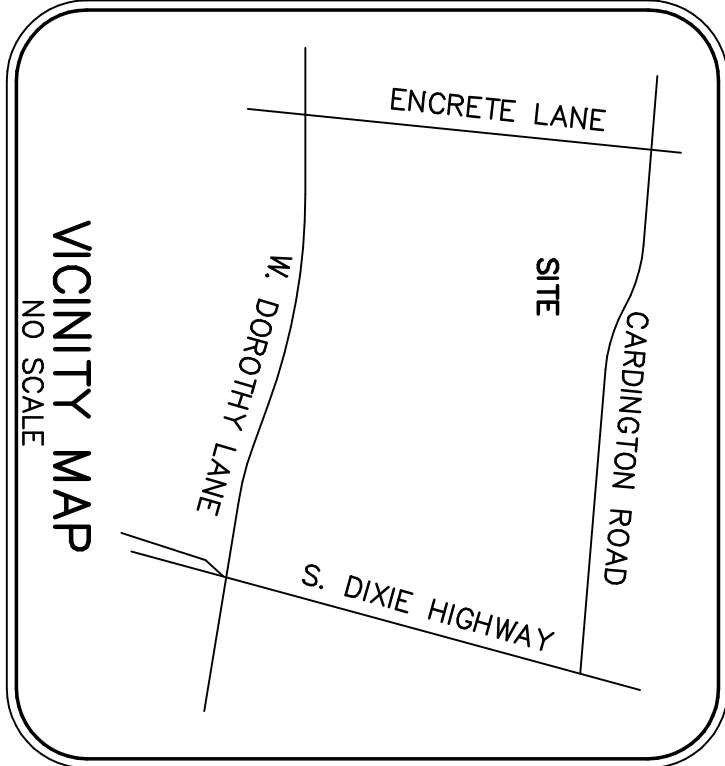
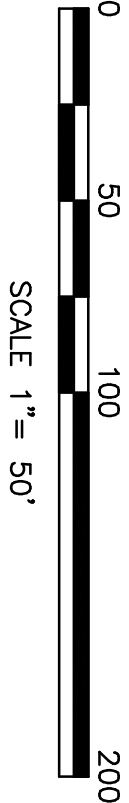
307 
Applicant Signature

7/28/25
Date

RECORD PLAN
1860 CARDINGTON ROAD – SECTION 2

BEING A REPLAT OF LOT 5513 OF THE CONSECUTIVE NUMBERS OF THE CITY OF MORANE AND RECORDED IN 1860 CARDINGTON ROAD PLAT BOOK 232, PAGE 7, SECTION 12, TOWN 1, RANGE 6 M.R.s. & SECTION 7, TOWN 1, RANGE 7 M.R.s., CITY OF MORANE, MONTGOMERY COUNTY, OHIO
CONTAINING 5.740 ACRES
JULY, 2025

BEARINGS ARE BASED UPON THE NORTH LINE OF N/LOT CROSSING SECTION TWO AS RECORDED IN PLAT BOOK 200, PAGE 38.



CARDINGTON ROAD
PUBLIC RIGHT-OF-WAY – WIDTH VARIES

SOUTH LINE SECTION 7
NORTH LINE SECTION 12

RIGHT-OF-WAY LINE

RIGHT-OF-WAY LINE

LOT 5675 NOTE

LOT 5675 IS TO BE ATTACHED TO THE ADJACENT LOT 3194 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MORANE, CONVEYED TO NEIL T. YOWELL III 1/3 INT. & JAY DOUGLASS YOWELL 1/3 INT. AS RECORDED IN I.R. DEED 19-60759 AND DEBRA L. YOWELL 1/3 INT. AS RECORDED IN I.R. DEED 24-059664 C/T, OR LOT 5675 MAY BE ATTACHED TO ANY OTHER ADJACENT PARCEL TO ENSURE THE PARCEL IS NOT LANDLOCKED. THE LOT IS NOT TO BE CONSIDERED A SEPARATE PARCEL FOR ZONING, SUBDIVISION REGULATIONS AND BUILDING CODES.

PERTINENT INFORMATION

SURVEY RECORD 2002, PAGE 0498
SURVEY RECORD 2003, PAGE 0154
SURVEY RECORD 2004, PAGE 0205
SURVEY RECORD 2006, PAGE 0345
OTHER SOURCES OF RECORDED SURVEY DATA HAVE BEEN SHOWN.

SUPERIMPOSED AREA NOTE

ALL OF THE LANDS OF THE DEDICATORS OF SUCH PLAT ARE SHOWN HEREON.

OCCUPATION STATEMENT
NO SUBSTANTIAL EVIDENCE OF OCCUPATION ALONG THE PROPERTY LINES.

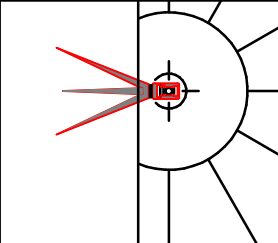
ACREAGE BREAKDOWN
TWO LOTS = 5.740 ACRES
RIGHT-OF-WAY = 0.000 ACRES
TOTAL = 5.740 ACRES

SECTION AREA BREAKDOWN
SECTION 7 = 0.078 ACRES
SECTION 12 = 5.662 ACRES
TOTAL = 5.740 ACRES

LEGEND	
DESCRIPTION	SYMBOL
5/8" IRON PIN FOUND (UNLESS INDICATED OTHERWISE)	●
IRON PIN SET 5/8" X 30"	●
FOUND MAG NAIL	▲
SET MAG NAIL	▲

SHEET 2 OF 2

PREPARED BY:
HORIZON SURVEYING LLC
728 ALABAMA RD
CHILLICOTHE, OHIO 45601
937-423-2934
E-MAIL: horizonurvey@gmail.com



JOB NO. 1472-10-24

page 1

Kirk Morris RV - Dorothy Lane, Moraine

Project: 1472morr
23:50:08 2025

Thu Jul 24

Lot Inverse

Lot name: LT-5513

North:	627671.7024	East:	1488162.3857
Line Course:	N 05-03-58 E	Length:	658.85
	North: 628327.9766		East: 1488220.5654
Curve Length:	22.33	Radius:	2970.00
	Delta: 0-25-51	Tangent:	11.17
	Chord: 22.33	Course:	S 71-55-42 E
	Course In: S 17-51-23 W	Course Out:	N 18-17-14 E
RP	North: 625501.0473		East: 1487309.8677
End North:	628321.0488		East: 1488241.7964
Line Course:	S 71-42-46 E	Length:	44.13
	North: 628307.2017		East: 1488283.6977
Curve Length:	104.58	Radius:	2030.00
	Delta: -2-57-07	Tangent:	52.30
	Chord: 104.57	Course:	S 73-11-19 E
	Course In: N 18-17-14 E	Course Out:	S 15-20-07 W
RP	North: 630234.6775		East: 1488920.6725
End North:	628276.9570		East: 1488383.8016
Line Course:	S 05-03-49 W	Length:	358.78
	North: 627919.5782		East: 1488352.1352
Line Course:	S 84-58-16 E	Length:	665.17
	North: 627861.2708		East: 1489014.7447
Line Course:	S 05-03-49 W	Length:	198.10
	North: 627663.9398		East: 1488997.2597
Line Course:	N 53-07-20 W	Length:	20.13
	North: 627676.0173		East: 1488981.1610
Line Course:	S 89-41-53 W	Length:	347.53
	North: 627674.1858		East: 1488633.6358
Line Course:	S 89-41-53 W	Length:	471.26
	North: 627671.7024		East: 1488162.3857

Perimeter: 2890.86 Area: 250,016 sq.ft. 5.7396 acres

S-03-2025 - Lot Combination from the S-02-2025 Case for ROW Access

Department: Community Development

Request: Staff Report

Item Background and Purpose:

Lot Combination to allow access to Cardington Road for the Yowell Property from the S-02-2025 case. These cases are for the sale of land.

Attachments:

1. S-03-2025 Legal Notice
2. S-03-2025 Scanned Application
3. 1472-Yowell-Combine-Sht1-7-25-25
4. 1472-Yowell-Combine-Sht2-7-25-25
5. Yowell-Plat-cls



**MORaine PLANNING COMMISSION LEGAL NOTICE
S-03-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is a subdivision lot combination of City Lot Numbers 5675 (To be created in Case S-02-2025) and 3194, to prevent landlocking due to the S-02-2025 case that will be held prior. 1 new City Lot Number, 5676, will be created from the lot combination and will have access to Cardington Road.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice at 937-535-1037.



City of Moraine Planning Commission

Application for Subdivision

Revised June 2022

Date Received: 07/28/2025 Application No.: S-03-2025 Fee: \$75.00 Receipt: 6992

Type of Subdivision (Circle One): Preliminary ☐ Final ☐ Replat ☒
\$200 Flat Fee \$2.50 per 1/100th Acre, \$75 Min. Fee \$2.50 per 1/100th Acre, \$75 Min. Fee
Total Area: 3,189 New Total Lots: 01 Minor Subdivision? ☒

General

Name of Subdivision: YOWELL PLAT

City Lot Number(s): 3194 AND 5675

Street: CARDINGTON ROAD Section: 12 Town: 1 Range: 6 M, R5,

Applicant(s) – Please include additional owners or other applicants of back of application

Name of Owner: NEIL T. YOWELL III, JAY DOUGLASS YOWELL, DEBRA L. YOWELL

Address: 1840 CARDINGTON ROAD City: MORaine State: OH

Contact Phone: _____ Email: _____

Name of Engineer/Surveyor: HORIZON SURVEYING, LLC

Address: 726 ALBRIGHT MILL RD. City: CHILLICOTHE State: OH

Contact Phone: 937-423-2934 Email: horizonsurvey1@gmail.com

Subdivision Data

Proposed Use: TRUCKING COMPANY

Present Zoning Dist.: M-2 Proposed Zoning Change: _____

Deed Restrictions: Yes No (Circle one; if Yes, provide copy of current and/or proposed restrictions)

What type of Sanitary Service do you propose? N/A

Montgomery County Engineering File Number*: 2024-0332RE

*All applications for subdivision approval must be filed with the Montgomery County Engineer's Office before being submitted to the Moraine Planning Commission

A copy of the closure report for the proposed subdivision and a list of any proposed infrastructure improvements (including but not limited to roadways, sanitary utilities, storm sewers, etc.) must be attached to this application prior to its placement on the Planning Commission's calendar.

[Signature]
Applicant Signature

7/25/25
Date

RECORD PLAN
YOWELL PLAT

BEING A REPLAT OF LOT 5675 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MORANE,
AND RECORDED IN 1860 CARDINGTON ROAD – SECTION 2 PLAT BOOK _____, PAGE _____,
AND LOT 3194 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MORANE,
SECTION 12, TOWN 1, RANGE 6 M.Rs.
CITY OF MORANE, MONTGOMERY COUNTY, OHIO
CONTAINING 3.189 ACRES
JULY, 2025

DEDICATION

WE THE UNDERSIGNED, BEING ALL OF THE OWNERS AND LIENHOLDERS OF THE LAND HEREON SUBDIVIED, DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THIS PLAT TO BE OUR VOLUNTARY ACT AND DEED AND DO HEREBY RESERVE THE EASEMENTS ON THE WITHIN PLAT TO THE PUBLIC USE FOREVER.

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

OWNER: NEIL T. YOWELL III

SIGNED NAME DATE

PRINTED NAME

ACKNOWLEDGEMENT

STATE OF OHIO SS: COUNTY OF MONTGOMERY
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 20____ A.D. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME NEIL T. YOWELL III AND HE ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.
IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE WRITTEN HEREON:

NOTARY PUBLIC MY COMMISSION EXPIRES

JAY DOUGLASS YOWELL

SIGNED NAME DATE

PRINTED NAME

ACKNOWLEDGEMENT

STATE OF OHIO SS: COUNTY OF MONTGOMERY
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 20____ A.D. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME JAY DOUGLASS YOWELL AND HE ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.
IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE WRITTEN HEREON:

NOTARY PUBLIC MY COMMISSION EXPIRES

SIGNED NAME DATE

PRINTED NAME

ACKNOWLEDGEMENT

STATE OF OHIO SS: COUNTY OF MONTGOMERY
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 20____ A.D. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, PERSONALLY CAME DEBRA L. YOWELL AND SHE ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED.
IN TESTIMONY WHEREOF, I HAVE SET MY HAND, AND NOTARY SEAL ON THE DAY AND DATE WRITTEN HEREON:

NOTARY PUBLIC MY COMMISSION EXPIRES

DEBRA L. YOWELL

SIGNED NAME DATE

PRINTED NAME

ACKNOWLEDGEMENT

STATE OF OHIO SS: COUNTY OF MONTGOMERY
IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NOTARY PUBLIC MY COMMISSION EXPIRES

PLANNING COMMISSION CHAIR

CITY OF MORANE – PLANNING

APPROVED BY CITY OF MORANE, OHIO PLANNING COMMISSION ON THIS _____ DAY OF _____ 2025.

CITY OF MORANE – COUNCIL

APPROVED BY CITY COUNCIL OF THE CITY OF MORANE, OHIO ON THIS _____ DAY OF _____ 2025.

CITY ENGINEER

MONTGOMERY COUNTY ENGINEER

APPROVED FOR DESCRIPTION.

DATE 2025 FILE # 2024-03329E

ANDREW J. SHAHAN, P.E., P.S. OR AUTHORIZED REPRESENTATIVE

CHECKED BY DATE

DESCRIPTION & CERTIFICATION

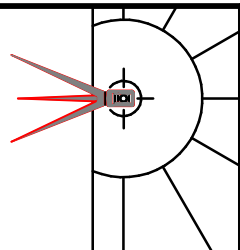
THIS SUBDIVISION CONTAINS 3.189 ACRES BEING A REPLAT OF LOT 5675 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MORANE AS RECORDED IN 1860 CARDINGTON ROAD, SECTION 2, PLAT BOOK _____, PAGE _____, SECTION 12, TOWN 1, RANGE 6 M.Rs., CITY OF MORANE, MONTGOMERY COUNTY, OHIO AND CONVEYED TO NEIL YOWELL 1/3 INTEREST. JAY DOUGLASS YOWELL 1/3 INTEREST, AND DEBRA L. YOWELL 1/3 INTEREST AS RECORDED IN LR DEED 25-_____, AND LOT 3194 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MORANE, SECTION 12, TOWN 1, RANGE 6 M.Rs., CITY OF MORANE, MONTGOMERY COUNTY, OHIO AND CONVEYED TO NEIL T. YOWELL III, 1/3 INTEREST, JAY DOUGLASS YOWELL, 1/3 INTEREST, AND DEBRA L. YOWELL, 1/3 INTEREST AS RECORDED IN LR, DEED 25-_____.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733.37 STANDARDS FOR FOR SURVEYS AND ALSO CONFORMS TO THE OHIO REVERSED CODE REVISION BASED ON FIELD WORK PERFORMED IN OCTOBER OF 2024. ALL MEASUREMENTS ARE CORRECT AND MONUMENTS ARE TO BE SET ON ALL LOT CORNERS AS SHOWN.

HORIZON SURVEYING, LLC

PAUL F. MAGCALLUM DATE
OHIO PROFESSIONAL SURVEYOR #7561

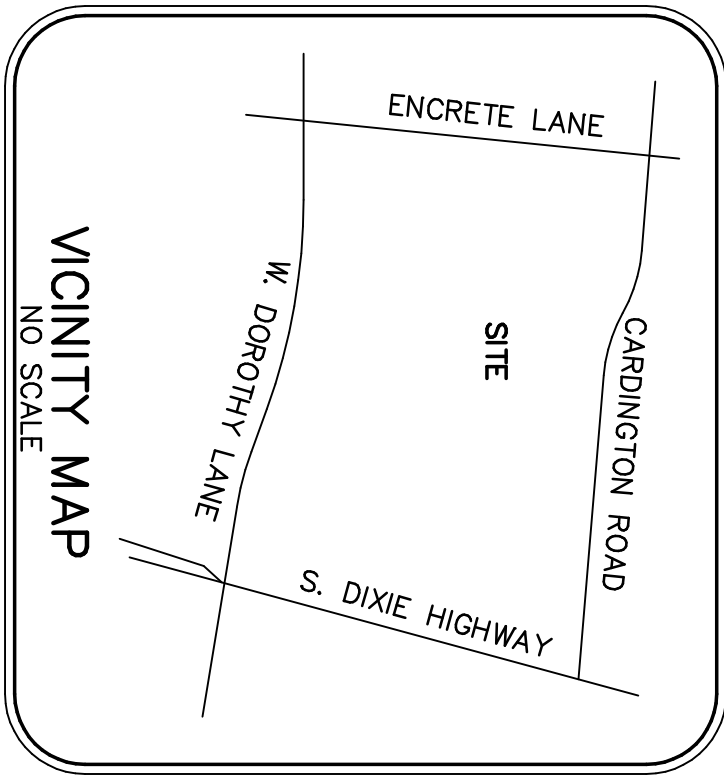
SHEET 1 OF 2



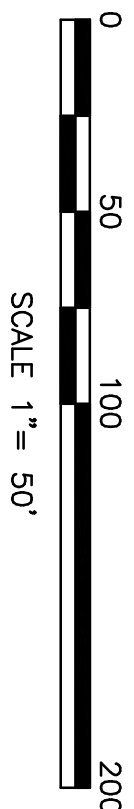
PREPARED BY:
HORIZON SURVEYING, LLC
726 ALBRIGHT MILL RD.
SULLY, OHIO 45801
937-4423-2834
E-MAIL: horizonurvey1@gmail.com
JOB NO. 1472-10-24

RECORD PLAN
YOWELL PLAT

BEING A REPLAT OF LOT 5675 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MORANE,
AND RECORDED IN 1860 CARDINGTON ROAD – SECTION 2 PLAT BOOK _____, PAGE _____,
AND LOT 3194 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MORANE,
SECTION 12, TOWN 1, RANGE 6 M.R.S.
CITY OF MORANE, MONTGOMERY COUNTY, OHIO
CONTAINING 3.189 ACRES
JULY, 2025



BEARINGS ARE BASED UPON THE NORTH LINE OF INLOT
5263 BEING N88°33'13"E AS SHOWN ON SOUTHERN HILLS
CROSSING SECTION TWO AS RECORDED IN PLAT BOOK
200, PAGE 38.



PERTINENT INFORMATION

SURVEY RECORD 2002, PAGE 0498
SURVEY RECORD 2003, PAGE 0154
SURVEY RECORD 2004, PAGE 0205
SURVEY RECORD 2006, PAGE 0345
OTHER SOURCES OF RECORDED SURVEY DATA HAVE BEEN
SHOWN.

SUPERIMPOSED AREA NOTE

ALL OF THE LANDS OF THE DEDICATORS OF SUCH PLAT ARE
SHOWN HEREON.

OCCUPATION STATEMENT

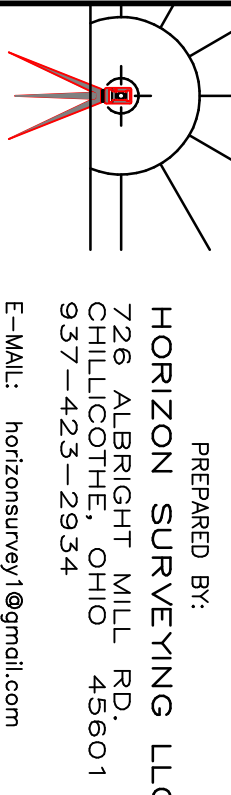
NO SUBSTANTIAL EVIDENCE OF OCCUPATION ALONG THE
PROPERTY LINES.

ACREAGE BREAKDOWN

LOT NO. 5676 = 3.189 ACRES
RIGHT-OF-WAY = 0.000 ACRES
TOTAL = 3.189 ACRES

LEGEND	
DESCRIPTION	SYMBOL
5/8" IRON PIN FOUND (UNLESS INDICATED OTHERWISE)	○
IRON PIN SET 5/8" x 30"	●
WITH IRON ROD CAP	▲
FOUND MAG NAIL	▲
SET MAG NAIL	▲

SHEET 2 OF 2



PREPARED BY:
726 ALDRIGHT MILL RD.
SOUTHERN HILLS CROSSING
937-423-2934
E-MAIL: horizonurvey@gmail.com
JOB NO. 1472-10-24

CARDINGTON ROAD
PUBLIC RIGHT-OF-WAY – WIDTH VARIES

SOUTH LINE SECTION 7
NORTH LINE SECTION 12

RIGHT-OF-WAY LINE

EXTREME

RIGHT-OF-WAY LINE

LOT 5514
1860 CARDINGTON ROAD
5.000 ACRES

1/2 INTEREST
CARPENTER FAMILY INVESTMENTS, LLC
I.R. DEED 2012-00109
PT. LOT 3192 OF CONSECUTIVE LOT
NO. OF THE CITY OF MORANE

1/2 INTEREST
WILLIAM G. CARPENTER
I.R. DEED 2012-00110
PT. LOT 3192 OF CONSECUTIVE
LOT NO. OF THE CITY OF
MORANE

LOT 5674
1860 CARDINGTON ROAD – SECTION 2
P.B. _____ 4.046 ACRES

NEIL T. YOWELL III 1/3 INT. &
JAY DOUGLASS YOWELL 1/3 INT.
DEBRA L. YOWELL 1/3 INT.
I.R. DEED 28-_____
LOT 5675
1860 CARDINGTON ROAD – SECTION 2
P.B. _____ 1.95 ACRES

LOT 5676
3.189 ACRES

OLD LOT LINE
EAST LINE OF LOT 5513

WEST LINE OF LOT 3194

MFR, LLC
I.R. DEED 070155
LOT 3193 OF THE CONSECUTIVE LOT
NO. OF THE CITY OF MORANE

GREYHOUND LANE
25' WIDE ROADWAY EASEMENT
D.B. 2272, PG. 560

LOT 5210
SOUTHERN HILLS CROSSING
PB 186, PG. 19
11.8295 ACRES

NEIL T. YOWELL III 1/3 INT. &
JAY DOUGLASS YOWELL 1/3 INT.
DEBRA L. YOWELL 1/3 INT.
I.R. DEED 24-059664 CRT
LOT 5194 OF CONSECUTIVE LOT NO.
OF THE CITY OF MORANE

LOT 5244
SOUTHERN HILLS CROSSING 1-A
PB 154, PG. 15
2.7908 ACRES

LOT 5263
SOUTHERN HILLS CROSSING
PB 200, PG. 38
3.2360 ACRES

FD. IRON ROD
W/SCHAEFER CAP

FD. CHISELED +

FD. MAG NAIL

FD. IRON ROD
W/ CAP – NOT LEGIBLE

LOT 5271
SOUTHERN HILLS CROSSING
PB 156, PG. 15
1.9472 ACRES

LOT 5292
SOUTHERN HILLS CROSSING
SECTION THREE
PB 210, PG. 19
0.3532 ACRES

Kirk Morris RV - Dorothy Lane, Moraine

Project: 1472morr

Mon Nov 11 18:51:26 2024

Lot Inverse

Lot name: YOWELL-SECTION 1

North: 5017.9505	East: 5710.9234
Line Course: N 03-52-46 E	Length: 219.77
North: 5237.2190	East: 5725.7926
Line Course: S 86-06-56 E	Length: 363.26
North: 5212.6100	East: 6088.2196
Line Course: S 03-55-09 W	Length: 95.12
North: 5117.7103	East: 6081.7181
Line Course: S 86-13-02 E	Length: 336.84
North: 5095.4874	East: 6417.8282
Line Course: S 03-42-49 W	Length: 232.40
North: 4863.5778	East: 6402.7760
Line Course: N 87-39-16 W	Length: 124.88
North: 4868.6887	East: 6278.0006
Line Course: N 54-16-00 W	Length: 270.60
North: 5026.7227	East: 6058.3427
Line Course: S 88-33-13 W	Length: 347.53
North: 5017.9505	East: 5710.9234

Perimeter: 1990.41 Area: 138,905 sq.ft. 3.1888 acres

