

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2025-27**

**AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A DEVELOPMENT  
AGREEMENT WITH MATTHEW AND JULIE JONES**

**WHEREAS**, Matthew and Julie Jones ("Jones") are the owners of certain real property located within Miami Township, Greene County, Ohio ("Township"), consisting of approximately 84.115 +/- acres located in the vicinity of the intersection of East Enon Road and Paxton Drive and adjacent to the corporate limits of the Village, south of McKinney Middle School, (the "Property"); and

**WHEREAS**, Jones entered into an agreement to donate an approximate 3.6 +/- acre portion of the Property to the Board of Education of Yellow Springs Exempted School District for school sports related activities and public recreational programming purposes; and

**WHEREAS**, Jones land donation to the Board of Education of Yellow Springs Exempted School District served to allow for pursuit of a low-income housing development application to Ohio Housing Finance Agency in furtherance of Village Council's desire to acquire more affordable housing in the Village; and

**WHEREAS**, Jones wishes to allow for certain Village public utilities and services and other utilities and services, by securing the benefits of certain easements and permits to be extended to the Property for the benefit, utilization and future development of the Property, and in furtherance thereof Jones intends to seek to annex the Property into the Village utilizing an expedited annexation proceeding under Ohio law; and

**WHEREAS**, subsequent to, or concurrent with, the annexation of the Property to the Village, Jones anticipates developing the Property into a residential development that may include aspects of a mixed-use concept; and

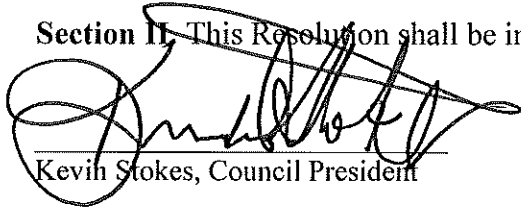
**WHEREAS**, the Village desires to assist with the development of the Property and the extension of public utilities and services to the same, which shall bring additional housing and potential business services to the Village and its citizens, and proceeding as set forth in the Development Agreement is in the best interest of the peace, safety and general welfare of the Village and its citizens; and

**WHEREAS**, Village Council generally supports Jones annexation and development intentions as more fully set forth in this Development Agreement.

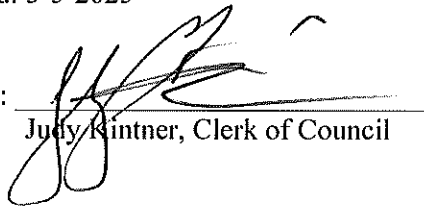
**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS,  
OHIO HEREBY RESOLVES THAT:**

**Section I.** The Village Manager is authorized to execute, on behalf of the Village, in a form substantially similar to the Development Agreement with the Jones incorporated herein as Exhibit A and is authorized to pursue annexation discussions with Miami Township subject to final Council approval.

**Section II.** ~~This Resolution~~ shall be in full force and effect immediately upon adoption.

  
Kevin Stokes, Council President

Passed: 5-5-2025

Attest:   
Judy Kintner, Clerk of Council

ROLL CALL

Kevin Stokes\_Y\_\_\_ Brian Housh\_Absent\_ Gavin DeVore Leonard\_Y\_

Carmen Brown\_Y\_\_\_ Trish Gustafson\_Y\_\_\_\_\_

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Development Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Yellow Springs, Ohio, a municipal corporation, organized under the laws of Ohio, whose address is 100 Dayton Street, Yellow Springs, Ohio 45387 (the "Village"), and Matthew L. Jones and Julie A. Jones, whose address is 2570 Washington Mills Road, Bellbrook, Ohio 45305, or their assigns, (individually and collectively "Jones"). The Village and Jones may be collectively referred to as "Parties", and each a "Party".

### RECITALS

WHEREAS, Jones is the owner of certain real property located within Miami Township, Greene County, Ohio ("Township"), consisting of approximately 84.115 +/- acres located in the vicinity of the intersection of East Enon Road and Paxton Drive and adjacent to the corporate limits of the Village, south of McKinley Middle School, as more particularly described in Exhibit A, attached hereto and incorporated herein, (the "Property"); and

WHEREAS, Jones entered into an agreement to donate an approximate 3.6 +/- acre portion of the Property to the Board of Education of Yellow Springs Exempted School District (the "School District") for school sports related activities and public recreational programming purposes (the "Donated Property"); and

WHEREAS, Jones wishes to allow for certain Village public utilities and services and other utilities and services, by securing the benefits of certain easements and permits to be extended to the Property for the benefit, utilization and future development of the Property, and in furtherance thereof Jones intends to annex the Property into the Village utilizing an expedited annexation proceeding under Ohio law; and

WHEREAS, subsequent to, or concurrent with, the annexation of the Property to the Village, Jones anticipates developing the Property, which may exclude the Donated Property, into a residential development that may include aspects of a mixed use concept, including, but not limited to certain neighborhood businesses and professional offices, and other improvements including among other things, roadway improvements (public and/or private), detention and/or retention drainage facilities, entryway features and other necessary appurtenances (the "Improvements"); and

WHEREAS, the Village desires to assist with the development of the Property and the extension of public utilities and services to the same, which shall bring additional housing and potential business services to the Village and its citizens, and proceeding as set forth in this Development Agreement is in the best interest of the peace, safety and general welfare of the Village and its citizens; and

WHEREAS, the Village and Jones desire to set forth their various duties and responsibilities to each other, as more fully set forth in this Development Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Intended Use and Development of the Property. Jones, or its successor in interest, intends to develop the Property as a residential development, which may incorporate aspects of a mixed use development including a portion of the Property being utilized for neighborhood business, professional office, and/or recreational use. The Donated Property is conditioned upon the School District and Jones entering into a written donation agreement and the School District accepting the Donated Property under the terms of the donation agreement. In the event the Donated Property is not transferred to the School District, it is anticipated the same would be included in the development of the Property consistent with the uses described herein. It is recognized the development of the Property may occur in phases, and the Parties recognize the full development and construction of the Property will occur over a period of time.
2. Annexation of the Property to the Village. Jones intends to annex the Property, which may or may not include the Donated Property, from the Township to the Village utilizing an expedited annexation proceeding, pursuant to the applicable sections of the Ohio Revised Code. The annexation proceedings would initiate within one (1) year of the date of this Development Agreement. The Village will meet with the Township within thirty (30) days of the date of this Development Agreement to discuss the annexation and attempt to secure an annexation agreement between the Village and Township, and if the Village and Township are agreeable to an annexation agreement, negotiate in good faith and approve the same within ninety (90) days of the date of this Development Agreement. The Village recognizes that an annexation agreement is a condition of filing a Type I expedited annexation and without such agreement, any annexation of the Property would proceed under a different method of annexation. Regardless of the method of annexation that is used, Village Staff shall be supportive of the annexation petition and to the greatest extent possible will make efforts to undertake the Village's portion of the annexation process in the shortest amount of time that is practical. The Village shall timely complete those obligations and requirements set forth in the Ohio Revised Code, specific to the type of annexation proceeding that is utilized for the Property. The Village will make every effort to satisfy the timelines set forth herein. If the Village is unable to meet any such timelines for any reason, the parties agree there is no liability on the part of the Village to Jones, or any successor in interest.
3. Police; Fire/EMS; Public and Private Utilities and Services. The Village shall provide the ordinary Police, and other governmental services to the Property upon its annexation into the Village, at the same level of service or greater level of service for similarly situated properties within the Village. The Village does not provide fire and EMS services, those services are provided by Miami Township for the entirety of the Village. The Village shall cooperate and support Jones and other developers of the Property for the extension of public utilities, whether or not Village owned or controlled, and public or private utilities and services (e.g. telephone, telecom, fiber optic, etc.) for the benefit of the Property, which shall include the processing and approval of permits, applications, and if needed, the consideration by Village Council of permanent and temporary easements on, over and through Village owned property. The Village will be supportive of Jones' and other developers' needs and efforts to secure easements from other property owners within the vicinity of the Property for development and access purposes. Village

staff shall promptly process any permits or other applications related to utility or service providers for the Property. To the extent a Resolution of Service is required for an annexation proceeding, the Village shall timely pass and transmit the same, consistent with this Section 3 and the above Section 2 of this Development Agreement.

4. Public Improvements/Roadway Improvements. The Parties acknowledge the preliminary development plans for the Property, if any, are conceptual in nature and accordingly the scope of any needed or required public improvements or roadway improvements are unknown at this time. The Village shall work with Jones or other developers as to possible costs sharing, or other assistance, for future public improvements, access and/or roadway improvements for the Property. The Parties understand the foregoing is not a commitment by the Village and any formal action for a public private partnership would require the affirmative action of Village Council. In connection with any public improvements and roadway improvements, the Village shall utilize its best efforts to secure and Jones and/or the developer shall use its best efforts to help procure any grants, public funding, or other funds to assist in the offset of construction costs therefor, including land acquisition.

5. Rezoning / PUD Approval. As part of the annexation process and consistent with the Village's codified ordinances, the Village shall rezone the Property to "RC" upon its annexation to the Village. Thereafter, the Village and Jones, or Jones' successors and assigns may rezone the Property, to an appropriate Planned Unit Development ("PUD") designation to account for the intended use of the Property and the creative design for the same, including the Improvements, which rezoning shall include zoning map amendments for the PUD and in addition, a separate administrative action to allow for the approval of a preliminary site plan and final site plan. Any and all rezoning applications and the administrative PUD application or any other development application shall go through the normal procedures of the Village, and the Parties recognize there is no guarantee as to the outcome of such applications. The Village acknowledges the applicant may request the PUD designation due to the available flexibility in design, use, and functionality such designation will afford the Property. Such necessary flexibility includes building design, building location, and other reasonable and expected variables in a development of the scope and size as contemplated by the proposed use stated in this Development Agreement.

6. Representations and Warranties of the Parties.

a. The Village hereby represents and warrants to Jones that:

(i) The Village is a duly established and validly existing municipal corporation within the State of Ohio with all requisite power and authority to enter into this Development Agreement pursuant to its Charter and to perform its obligations hereunder; and

(ii) The Village, acting by and through its agents, has taken all such action which is necessary or appropriate to authorize the execution of this Development Agreement by the person executing the same; and

(iii) This Development Agreement is the valid and binding act of the Village, and is enforceable against the Village in accordance with its terms.

b. Jones hereby represents and warrants to the Village that:

(i) Jones is the duly authorized owner of the Property included within this Development Agreement; and

(ii) Jones represents those signing this Development Agreement had whatever authority is necessary to authorize such signatures.

7. Miscellaneous.

a. No Agency Partnership. It is not intended by this Development Agreement to, and nothing contained herein shall, create any partnership, joint venture, or any other business relationship between the Parties.

b. Effective Date. This Development Agreement shall be effective upon the execution by all Parties.

c. Counterparts. This Development Agreement may be executed and delivered by including facsimile transmission and any one or more counterparts by the different parties hereto, and separate counterparts, which, when executed and delivered, shall be deemed to be an original, but all which taken together shall constitute one and the same agreement.

d. Governing Law. This Development Agreement shall be governed by and construed, in accordance with the laws of the State of Ohio, in effect giving the principals thereof, relating to conflicts or choice of laws.

f. Amendments. The Parties may amend this Development Agreement, provided that no such amendment shall be effective unless it is reduced in writing, signed by both Parties, in a specific reference to this Development Agreement.

g. Communications. Any notice, demand, or other communication required under this Development Agreement by one Party to the other Party shall be sufficiently given, if it is sent by certified U.S. mail, postage pre-paid, Return Receipt Requested, via overnight courier service (e.g. Fed Ex), or delivered personally and addressed as follows:

**VILLAGE:**

Attn: Village Manager  
Village of Yellow Springs  
100 Dayton Street  
Yellow Springs, Ohio 45387

**JONES:**

Mathew and Julie Jones  
2570 Washington-Mill Road  
Bellbrook, Ohio 45305

Either Party may modify the address for notices, subject to the provisions of this Subsection

8. Contingency.

a. The Parties recognize that irrespective of any wording within this Development Agreement indicating or otherwise implying a condition upon the Village mandating its approval of any annexation, cost sharing, rezoning or administrative request, there is no guarantee the Village will take action to approve such. All such matters shall go through the proscribed process as set forth by the Village Charter, codified ordinances, and state law, and as such, there is no guarantee that any of these items will be granted.

b. If for some reason the annexation and/or the rezoning of the Property to PUD (including administrative PUD approvals) cannot be accomplished, and/or the zoning is referred to the voters, or defeated for any reason, or other conditions of this Development Agreement cannot be met, then this Development Agreement may terminate at the election of either Party, upon written notice to the other Party.

9. Severability. The invalidity, illegality, or unenforceability of any provision of this Development Agreement, or the occurrence of any event rendering a provision of this Development Agreement void, shall in no way affect the validity or enforceability of any other provision of this Development Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Development Agreement, and the balance of this Development Agreement shall be construed and enforced as if this Development Agreement did not contain the particular provision.

IN WITNESS WHEREOF, this Development Agreement, as executed by the respective Party on the day and year first above written.

JONES

VILLAGE OF YELLOW SPRINGS, OHIO

BY: \_\_\_\_\_  
MATTHEW JONES

BY: \_\_\_\_\_  
JOHNNIE BURNS, VILLAGE MANAGER

BY: \_\_\_\_\_  
JULIE JONES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(AS TO BOTH)

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by MATTHEW JONES AND JULIE JONES.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF OHIO )  
COUNTY OF GREENE ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by JOHNNIE BURNS, Village Manager, Village of Yellow Springs, Ohio, a municipal corporation, on behalf of said Village.

\_\_\_\_\_  
NOTARY PUBLIC

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