Logan-Union-Champaign
regional planning commission

Dave Gulden, AICP
Director

Jim Holycross
President

Jeremy Hoyt
Vice-President

Dave Faulkner
2nd Vice-President

Robert A. Yoder
Treasurer

Zoning & Subdivision Committee

Thursday, October 12, 2017

12:15 pm

- Minutes from last meeting of September 14, 2017

1. Review of Mitchell Highlands Section 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller

2. Review of Mitchell Highlands Section 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller

3. Review of Jerome Village VN-3 Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller

4. Review of Dover Township Text Amendment (Union County) – Staff Report by Brad Bodenmiller

5. Review of City of Urbana Parcel Amendment (Champaign County) – Staff Report by Brad Bodenmiller

Members:
Tyler Bumbalough – City of Urbana Engineer
Scott Coleman – Logan County Engineer
Weston R. Dodds – City of Bellefontaine Code Enforcement
Chad Flowers – City of Marysville Planning
Charles Hall – Union County Commissioner
Steve McCall – Champaign County Engineer
Bill Narducci – Union County Engineer's Office
Vince Papsidero – City of Dublin Planning Director
Tom Scheiderer – Jefferson & Zane Township Zoning Inspector
Jeff Stauch – Union County Engineer
Robert A. Yoder – North Lewisburg Administrator
Dave Gulden – LUC
Heather Martin – LUC
Brad Bodenmiller – LUC

10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Logan-Union-Champaign
regional planning commission

Final Plat Review Checklist

#	Required Item Description	Have	Need
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.	ok	✓ 302
1	Name of the Subdivision, location by section, range or township, or Virginia Military Survey (VMS) number; date, north point, written and graphic scale and acreage.	✓	
2	Names and addresses of the subdivider and the professional surveyor who prepared the Final Plat	✓	
3	Plat boundaries, based on accurate traverse, with directional and lineal dimensions.	✓	
4	Bearings and distances to nearest established street lines or other recognized permanent monuments.	✓	
5	Exact locations, right-of-way widths, and names of all streets within and adjoining the plat; building setback lines.	✓	
6	Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths and bearings of chords.	✓	
7	All easements and rights-of-ways provided for public services or utilities. All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas.	✓	
8	All lot numbers and lines with accurate dimensions in feet and hundredths. House numbers may be required to be shown.	✓	
9	Accurate location and description of all monuments. The plat shall clearly indicate which monuments are in place at the time of certification of the Final Plat by the surveyor. The plat shall also clearly indicate which monuments will be placed, if any, after construction of the improvements and before the completion date.	✓	
10	Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common uses of all property owners.	✓	
11	The limits of all Flood Hazard Areas (show the FEMA map number and date). Base Flood Elevations and minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	✓	
12	Certain restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision including any restrictions required by the County.	ok	Attached 300
13	Certification by a professional surveyor to the effect that the plat represents an actual field survey performed by him; that all dimensional details are correct, and that the monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (See Section 326).	✓	
14	Notarized certification by the owner or owners of the authorization of the plat and the dedication of streets and other public areas.		✓

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

15	A vicinity map at a scale of generally not more than six thousand feet to an inch (6,000:1) shall be shown on, or shall accompany the Final Plat.	✓	
16	If a zoning change or variance is involved, a letter from the Township Zoning Inspector shall be required indicating that the change or variance has been approved and is in effect.		
17	A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.		Submitted to Engineer
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.		N/A
19	Certification by a registered surveyor to the effect that the plat represents a survey completed by the surveyor and that the monuments shown thereon exist as located in all dimensional details are correct.	✓	
20	A notarized acknowledgement of all owners and lien holders to the plat and its restrictions including dedication to the public uses of streets, alleys, parks and other spaces shown thereon and granting required easements.	✓	
21	Approval and acceptance clause for the signatures of a representative of the Logan-Union-Champaign County Regional Planning Commission, the County Engineer, the County Health Department, the Board of County Commissioners, the County Auditor, the County Recorder, and a representative of the Township Trustees in which the subdivision is located.	✓	
22	Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	✓	

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Staff Report – Mitchell Highlands Section 1

Applicant:	Rockford Homes c/o Corey Theuerkauf 999 Polaris Parkway, Suite 200 Columbus, OH 43240 ctheuerkauf@rockfordhomes.net Civil & Environmental Consultants c/o Mark Smith 250 Old Wilson Bridge Road, Suite 250 Worthington, OH 43085 msmith@cecinc.com
Request:	Approval of Mitchell Highlands Section 1 – Final Plat.
Location:	Located west of the intersection of Industrial Parkway and Mitchell-Dewitt Road in Jerome Township, Union County.

Staff Analysis:	This Final Plat involves 17.768 acres of land and proposes 30 single-family residential lots. Acreages: ○ 2.247 acres in right-of-way ○ 8.607 acres in single-family residential lots ○ 6.914 acres in open space Proposed utilities: ○ City of Marysville public water service ○ City of Marysville public sanitary waste disposal Preliminary Plat: ○ The Preliminary Plat was approved on 09-08-16. • **Union County Engineer's Office** ○ No comments received as of 10-04-17. • **Union County Soil & Water Conservation District** ○ No comments received as of 10-04-17. • **Union County Health Department** ○ No comments received as of 10-04-17. Standard comments from the Health Department are below: 1. "All efforts should be made to provide a point of connection (via easements and/or services lines) to both water and sewer to any adjacent home,

business, or any other facility that is serviced by a private water system (PWS) and or sewage treatment system (STS)."

2. "Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
3. "If at any time during development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS."

- **City of Marysville**
  - The City of Marysville submitted comments in a letter dated 10-04-17. The City recommended approval upon addressing the following comments:
    1. Sheet 1: Include "waterlines" to the "ownership" section on this sheet.
    2. Sheet 2: Label and define the utility easement between Lots 136 and 137.
    3. Include language allowing sanitary sewer/lateral installation and maintenance (performed by both public and private entities) within the proposed Reserve A and Reserve B.
    4. Sheet 3: It appears there is a spelling error in Note I, Line 12. Please confirm "MAT" or "MAY".

- **Jerome Township**
  - Jerome Township submitted comments in a letter dated 10-02-17. The zoning office has no comments or concerns regarding the plat and would raise no issues in regards to its pending approval.

- **ODOT District 6**
  - No comments received as of 10-04-17.

- **Union Rural Electric**
  - URE submitted comments in a letter dated 10-04-17. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)

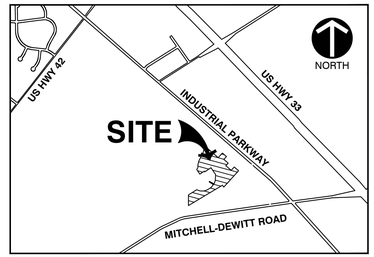
	1. Sheet 1: Dewitt Drive is not listed in dedicated public road and right-of-way listing. Only Dewitt Road and Windsor Curve are noted. Sheet 2 has noted Dewitt Drive. 2. Sheet 2: Clarify the width of Utility Easement adjacent to Lot 129 that extends towards Section 2. No referenced length or line table number. 3. Sheet 2: Concern with no reference to easement beyond line table number L36 toward Section 2. Reference Section 2 comments. (Need to extend 25 feet of Utility Easement from line table number L36 to edge of Lot 89). URE require continuous easements for installation of electrical facilities. 4. Sheet 3: Reference non-exclusive utility easements in Note B. 5. Sheet 3: Need to replace Dewitt Road with Dewitt Drive in street list. • **LUC Regional Planning Commission** 1. It appears the monuments legend is missing (§323, 9.; 13.). 2. Add to surveyor's certification: "Monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (§323, 9.; 13.). 3. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).

Staff Recommendations:	Staff recommends ***DENIAL*** of Mitchell Highlands Section 1 – Final Plat. Although the minor technical items included in this staff report could be incorporated into the Final Plat Mylar for the 10-12-17 LUC meetings, approval of the outstanding bond or other surety is required before staff is comfortable recommending otherwise (§326).

Z&S Committee Recommendations:	

MITCHELL HIGHLANDS SECTION 1

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134



VICINITY MAP
NOT TO SCALE

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME IN VIRGINIA MILITARY SURVEY 5134, BEING 17.768 ACRES OF LAND MORE OR LESS, BEING 10.202 ACRES ALL OF THAT 95.035 ACRES TRACT OF LAND CONVEYED TO **ROCKFORD HOMES, INC.**, BY DEED OF RECORD IN INSTRUMENT NUMBER 201608240006790, 2.186 THE REMAINDER OF THAT 3.682 ACRES AS CONVEYED TO ROCKFORD HOMES, INC. OF RECORD IN INSTRUMENT 201608310007043, AND ALL OF THAT 5.380 ACRES AS CONVEYED TO ROCKFORD HOMES, INC. OF RECORD IN INSTRUMENT 201609290007931, (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO).

KNOW ALL MEN BY THESE PRESENTS THAT **ROCKFORD HOMES, INC.**, BY **DONALD R. WICK, PRESIDENT**, OWNER OF THE LANDS INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE PUBLIC ROAD AND RIGHT OF WAY OF DEWITT ROAD AND WINDSOR CURVE TO THE PUBLIC USE FOREVER.

EASEMENTS ARE HEREBY RESERVED, IN, OVER, AND UNDER AREAS DESIGNATED ON THIS PLAT AS UTILITY EASEMENT, & DRAINAGE EASEMENT". EASEMENTS DESIGNATED AS UTILITY EASEMENT AND DRAINAGE EASEMENT PERMIT THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH, AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

THE EASEMENTS SHOWN HEREON OUTSIDE OF THE PLATTED AREA OF LAND OWNED BY **ROCKFORD HOMES, INC.**, ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENTS" PARAGRAPH.

IN WITNESS WHEREOF, **DONALD R. WICK, PRESIDENT** OF **ROCKFORD HOMES, INC.**, HAS HEREUNTO SET HIS HAND THIS _____DAY OF _____.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

ROCKFORD HOMES, INC.,

BY: _____

_____
DONALD R. WICK
PRESIDENT

_____

STATE OF OHIO
COUNTY OF UNION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED **DONALD R. WICK, PRESIDENT**, PRESIDENT OF SAID **ROCKFORD HOMES, INC.**, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS ___DAY OF _____.

MY COMMISSION EXPIRES _____, _____

ACREAGE BREAKDOWN

TOTAL ACREAGE:	17.768
ACREAGE IN LOTS 123-152 INCLUSIVE:	8.607
ACREAGE IN OPEN SPACES:	6.914
ACREAGE IN RIGHT-OF-WAYS:	
DEWITT DRIVE:	1.672
WINDSOR CURVE:	0.575

PARCEL #: 17-0022040.0010 (2.186 AC.) MAP #: 135-00-00-070.001

PARCEL #: 17-0022026.0010 (5.380 AC.) MAP #: 135-00-00-071.003

PARCEL #: 17-0022019.0000 (10.202 AC.) MAP #: 135-00-00-082.000

SETBACKS

FRONT YARD	25 FEET
SIDEYARD	5 FEET
LOTS 129-140 SIDEYARD	10 FEET MIN. 20' TOTAL
REAR YARD	30 FEET

DENSITY

GROSS (NUMBER OF LOTS / TOTAL AREA) = 1.643
NET (NUMBER OF LOTS / LOT AREA) = 3.369

REVIEWED THIS _____ DAY OF _____

_____,
CHAIRMAN, JEROME TOWNSHIP TRUSTEE

APPROVED THIS _____ DAY OF _____

_____,
UNION COUNTY ENGINEER

APPROVED THIS _____ DAY OF _____

_____,
UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____

_____,
LOGAN-UNION-CHAMPAIGN
REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS_____DAY OF_____, 2017 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS ___DAY OF _____ UNION COUNTY COMMISSIONERS:

_____,

_____,

_____,

TRANSFERRED THIS _____ DAY OF _____

_____,
UNION COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, AT ____,

RECORDED THIS_____ DAY OF _____, _____, IN PLAT CABINET _____, SLIDE _____,

_____,
UNION COUNTY RECORDER

OWNED AND DEVELOPED BY:

ROCKFORD HOMES, INC.
999 POLARIS PARKWAY, SUITE 200
COLUMBUS OHIO, 43240

UTILITY COMPANIES:

COLUMBIA GAS OF OHIO, INC.
1600 DUBLIN ROAD
614-481-1000

SBC
150 EAST GAY STREET, ROOM 6C
COLUMBUS, OHIO 43215
614-223-5780

TIME WARNER CABLE
1266 DUBLIN ROAD
COLUMBUS, OHIO 43215
614-481-5000

UNION RURAL ELECTRIC
15461 STATE ROUTE 36
MARYSVILLE, OHIO 43040
937-642-1826

INSIGHT COMMUNICATIONS
3770 EAST LIVINGSTON AVENUE
COLUMBUS, OHIO 43220

WIDE OPEN WEST
2660 WINCHESTER PIKE
COLUMBUS, OHIO 43232
614-236-3931

CITY OF MARYSVILLE
209 S. MAIN STREET
MARYSVILLE, OHIO 43040
937-645-7350

OWNERSHIP:
SANITARY SEWER, GAS LINES, ELECTRIC LINES AND TELECOMMUNICATIONS ARE OWNED AND MAINTAINED BY THE RESPECTIVE SERVICE PROVIDERS AND ARE INSTALLED WITHIN EASEMENTS FOR ACCESS AND MAINTENANCE AS DESCRIBED IN "UTILITY EASEMENTS"

SURVEY DATA:

BASIS OF BEARINGS:
THE BEARINGS AS DESCRIBED ABOVE ARE BASED ON THE BEARING OF NORTH 03°37'33" EAST FOR A PORTION OF THE CENTERLINE OF BRENTNELL AVENUE AS DETERMINED BY GPS OBSERVATIONS USING ODOT VRS, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE, AT THE TIME OF THE SURVEY.

SOURCE DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" REBAR, THIRTY INCHES LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC".

PERMANENT MARKERS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC".

CERTIFICATION:
THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 2.247 ACRES IN STREETS, 6.914 ACRES IN OPEN SPACE, AND 8.607 ACRES IN LOTS MAKING A TOTAL OF 17.768 ACRES.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT. ALL MEASUREMENTS ON CURVES ARE CHORD DISTANCES.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 1, AS SURVEYED JULY 2016.

_____
MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 1

DATE:	SEPTEMBER 2017
DRAWN BY:	JEC
CHECKED BY:	JWC
DWG SCALE:	N/A
PROJECT NO:	162-554
APPROVED BY:	MAS

DRAWING NO.:
PLAT
SHEET 1 OF 3

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MITCHELL HIGHLANDS SECTION 1

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

NORTH
SCALE IN FEET
0 60 120

* LOTS 129–140 SHALL HAVE A 10' MINIMUM OR 20' COMBINED SIDE YARD SETBACKS

RESERVE "A"
(SEE NOTE "K")
4.593 AC.

RESERVE "B"
(SEE NOTE "K")
2.344 AC.

DEWITT DRIVE (60' R/W)
WINDSOR CURVE (60' R/W)
DEWITT DRIVE (60 R/W)

CONSERVATION EASEMENT (SEE NOTE "L")
DRAINAGE EASEMENT
30' SETBACK
30' TREE AND MOUNDING BUFFER (SEE NOTE "M")

ROCKFORD HOMES, INC.
95.035 ACRES
IN. 201608240006790

GARY & MARY ANN JARRELL
2.210 ACRES
O.R. 39, PG. 141

JONATHON W. & JANET L. KETCHUM
5.150 ACRES
O.R. 203, PG. 723

DONALD R. & NORA A. LUDWIG
2.814 ACRES
O.R. 278, PG. 758

ALAN R. & MARY L. MCDONALD
3.165 ACRES
IN. 201403250001873

ROY A. & AMBER MACK
2.491 ACRES
IN. 201405150003195

ARUTHUR C. & MARCIA K. BASCHNAGEL
1.136 ACRES
O.R. 9166, PG. 014

EARL R. & LINDA G. GRIMMETT
1.136 ACRES
IN. 201503120001793

DAVID M. & SHEILA R. STAATS
5.059 ACRES
D.R. 311, PG. 766

JAMES L. & CONNIE M. SHAW
1.500 ACRES
D.R. 304, PG. 711

RICHARD S. AND MILDRED M. MCDANNALD
1.610 ACRES
O.R. 831, PG. 864

ALBERT L. & FLORENCE M. SCHOBY TRUSTEES (1/2 INTEREST) UNDER THE ALBERT L. SCHOBY LIVING TRUST & Fflorence M. SCHOBY AND ALBERT L. SCHOBY, TRUSTEES (1/2 INTEREST) UNDER THE FLORENCE M. SCHOBY LIVING TRUST
7.812 ACRES
O.R. 272, PG. 320

NEW START DEVELOPMENT CO., LLC.
1.500 ACRES
IN. 201609290007928

MICHELL CROSSING
P.B. 5, PG. 379A–379B

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 1

DATE:	SEPTEMBER 2017
DWG SCALE:	1"=60'
PROJECT NO:	162-554
APPROVED BY:	MAS
DRAWN BY:	JEC
CHECKED BY:	JWC

DRAWING NO.:
PLAT
SHEET 2 OF 3

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MITCHELL HIGHLANDS SECTION 1

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME

VIRGINIA MILITARY SURVEY 5134

NOTE "A": ACREAGE BREAKDOWN

TOTAL ACREAGE:	17.768 AC.
ACREAGE IN LOTS 123–152 INCLUSIVE:	8.607 AC.
ACREAGE IN OPEN SPACES:	6.914 AC.
ACREAGE IN RIGHT–OF–WAYS:	2.247 AC.
DEWITT ROAD:	1.672 AC.
WINDSOR CURVE:	0.575 AC.
PARCEL#	
17–0022019.0000	10.202 AC.
17–0022026.0010	5.380 AC.
17–0022040.0010	2.186 AC.
TOTAL:	17.768 AC.

NOTE "B": NON–EXCLUSIVE UTILITY EASEMENTS ARE PLATTED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES, STORM WATER MANAGEMENT, AND SERVICE CONNECTIONS THERETO, ABOVE AND BENEATH THE SURFACE OF THE GROUND;

NOTE "C": AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 1 IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE 500–YEAR FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

NOTE "D": DRIVES SHALL NOT ENCROACH INTO ANY SIDE YARD EASEMENT.

NOTE "E": NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT–OF–WAY IS EXTENDED BY PLAT OR DEED.

NOTE "F": "BE ADVISED: A SUB–SURFACE DRAINAGE SYSTEM MAY EXIST ON THIS SITE. THE SYSTEM AND/OR OUTLET IF LOCATED ON THIS PROPERTY MUST BE MAINTAINED AT ALL TIMES."

NOTE "G": "ZONING SETBACKS REFLECT CURRENT ZONING STANDARDS AT THE TIME OF THE ZONING INSPECTOR'S SIGNATURE OF THE FINAL PLAT AND ARE NOT SUBDIVISION PLAT RESTRICTIONS."

NOTE "H": THE JEROME TOWNSHIP TRUSTEES SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER PIPE AND DRAINAGE STRUCTURES WITHIN MITCHELL HIGHLANDS SECTION 1, ROAD RIGHT OF WAYS.

NOTE "I": UTILITY EASEMENTS: WE THE UNDERSIGNED OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, DAYTON POWER & LIGHT, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES) A PERMANENT RIGHT–OF–WAY AND EASEMENT A MINIMUM OF TEN (10) FEET IN WIDTH UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR SHOWN HEREON AND PARALLEL WITH THE CONTIGUOUS TO DEWITT ROAD AND WINDSOR CURVE AND ALSO UPON LAND AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH UNDERGROUND ELECTRIC, WATERLINES, SEWER LINES, GAS, AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPE LINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS, AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAT DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENTS PREMISES. SAID EASEMENTS RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES AND LANDSCAPING, INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE, RIGHT TO INSTALL, REPAIR, AUGMENT, AND MAINTAIN SERVICE CABLES, AND PIPE LINES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES OR THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT–OF–WAY AND EASEMENT GRANT.

NOTE "J": DRAINAGE EASEMENT: WE THE UNDERSIGNED OWNERS OF THE PLATTED LAND, DO HERE BY GRANT UNTO UNION COUNTY AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES), A PERMANENT EASEMENT WITHIN AREAS DESIGNATED "DRAINAGE EASEMENT", "UTILITY EASEMENT" AND "DRAINAGE AND UTILITY EASEMENT" TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE DRAINAGE FACILITIES SUCH AS STORM SEWERS, DRAINAGE SWALES OR COURSES AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DRAINAGE REQUIRED FOR PUBLIC OR PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENT PREMISES. NO PERMANENT STRUCTURES, PLANTINGS, ETC. SHALL BE PERMITTED IN THE EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE, WITHOUT LIABILITY, TREES AND LANDSCAPING, INCLUDING LAWNS OR ANY OTHER STRUCTURE NOT PART OF UTILITY FACILITIES WITHIN SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF FACILITIES.

NOTE "K": RESERVE "A" AND RESERVE "B", SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN MITCHELL HIGHLANDS SECTION 1, SUBDIVISION FOR THE PURPOSE OF COMMON OPEN SPACE AND STORM WATER RUN–OFF FACILITIES. ALL OF RESERVE "A" SHALL BE DESIGNATED AS A DRAINAGE EASEMENT WITH EXCEPTION OF THAT AREA WITHIN THE CONSERVATION EASEMENT.

NOTE "L": THE CONSERVATION EASEMENT SHOWN HEREON IS FOR THE PURPOSE OF PRESERVING THE INTEGRITY OF THE DEFINED JURISDICTIONAL STREAM AND WETLAND AREAS PER THE 401 AND 404 PERMITS FOR THIS DEVELOPMENT. NO STRUCTURES OR IMPROVEMENTS FOR THIS DEVELOPMENT OF ANY KIND MAY BE PLACED UPON, IN OR UNDER THE AREA DESIGNATED HEREON AS CONSERVATION EASEMENT FOR THIS DEVELOPMENT, NOR SHALL ANY WORK BE PERFORMED THEREON WHICH WOULD ALTER THE NATURAL STATE OF THE EASEMENT OR DAMAGE ANY OF THE TREES OR VEGETATION THEREIN.

ALL CONSERVATION EASEMENTS DELINEATED WITHIN THE SITE SHALL BE ACCESSIBLE TO THE UNION SOIL AND WATER CONSERVATION DISTRICT FOR DRAINAGE MAINTENANCE ISSUES.

CONSERVATION EASEMENT TOTAL ACREAGE: 1.093 ACRES

NOTE "M": TREE AND MOUNDING BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS SECTION 1". THE TREE AND MOUNDING BUFFER EASEMENT SHALL ALSO BE DESIGNATED AS A "NO BUILD ZONE/NO DISTURB". MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION, INC. SHALL AT THEIR EXPENSE REPLACE DEAD TREES AND BUSHES IN THE TREES AND MOUNDING BUFFER ZONE AND MAINTAIN THE FENCE.

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N 47°52'36" W	14.29'
L2	N 78°17'28" W	106.39'
L3	N 28°06'36" W	80.66'
L4	N 15°10'57" E	21.93'
L5	N 71°57'03" W	54.62'
L6	N 36°08'00" E	20.00'
L7	N 39°26'04" E	64.53'
L8	N 49°01'47" W	212.09'
L9	N 40°58'13" E	20.00'
L10	S 49°01'47" E	231.56'
L11	S 33°30'22" E	56.81'
L12	S 06°12'26" W	185.51'

LINE TABLE

LINE #	DIRECTION	LENGTH
L13	S 19°42'08" W	29.65'
L14	S 70°17'52" E	20.00'
L15	S 19°42'08" W	175.19'
L17	S 63°44'37" W	65.00'
L18	S 56°29'38" W	274.09'
L19	N 33°30'22" W	127.85'
L20	S 56°29'38" W	8.00'
L21	N 56°29'38" E	260.36'
L22	N 63°44'37" E	66.26'
L23	N 14°09'53" W	41.96'
L24	N 75°47'58" W	39.54'
L25	N 19°42'08" E	408.13'

LINE TABLE

LINE #	DIRECTION	LENGTH
L26	S 41°08'32" W	122.47'
L27	S 55°31'49" W	158.48'
L28	S 03°59'21" E	102.72'
L29	S 60°09'52" W	78.52'
L30	N 60°09'52" E	80.24'
L31	S 03°59'21" E	75.41'
L32	N 78°17'28" W	73.63'
L33	S 11°42'32" W	25.00'
L34	S 78°17'28" E	73.63'
L35	S 78°17'28" E	82.42'
L36	N 11°42'32" E	24.65'
L37	S 76°22'28" E	124.88'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	150.00'	21°37'13"	56.60'	56.27'	N 37°03'59" W
C2	525.00'	19°58'18"	183.00'	182.07'	N 36°14'32" W
C3	500.00'	32°03'47"	279.80'	276.17'	N 62°15'34" W
C4	500.00'	8°26'56"	73.73'	73.66'	N 50°27'09" W
C5	500.00'	23°36'51"	206.07'	204.62'	N 66°29'02" W
C6	250.00'	67°29'15"	294.47'	277.74'	S 01°34'46" W
C7	120.00'	21°37'13"	45.28'	45.01'	S 37°03'59" E
C8	180.00'	21°37'13"	67.92'	67.52'	N 37°03'59" W
C9	555.00'	19°58'18"	193.46'	192.48'	N 36°14'32" W
C10	495.00'	19°58'18"	172.54'	171.67'	N 36°14'32" W
C11	530.00'	30°08'47"	278.86'	275.66'	N 61°18'04" W
C12	470.01'	15°01'13"	123.22'	122.86'	N 70°46'51" W
C13	35.00'	98°26'56"	60.14'	53.01'	S 84°32'51" W
C14	35.00'	98°35'37"	60.23'	53.07'	N 13°58'25" W
C15	220.00'	67°18'16"	258.43'	243.83'	S 01°40'15" W
C16	280.00'	63°02'53"	308.11'	292.80'	S 03°47'57" W
C17	555.00'	1°25'35"	13.82'	13.82'	N 26°58'11" W
C18	555.00'	8°53'27"	86.12'	86.03'	N 32°07'41" W
C19	555.00'	8°53'27"	86.12'	86.03'	N 41°01'08" W
C20	555.00'	0°45'50"	7.40'	7.40'	N 45°50'48" W

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C21	530.00'	4°20'15"	40.12'	40.11'	N 48°23'48" W
C22	530.00'	9°17'28"	85.95'	85.85'	N 55°12'40" W
C23	530.00'	9°17'28"	85.95'	85.85'	N 64°30'08" W
C24	530.00'	7°13'35"	66.85'	66.80'	N 72°45'40" W
C25	280.00'	1°15'37"	6.16'	6.16'	S 34°41'33" W
C26	280.00'	12°48'57"	62.63'	62.50'	S 27°39'18" W
C27	280.00'	14°16'37"	69.77'	69.59'	S 14°06'31" W
C28	280.00'	11°30'02"	56.20'	56.11'	S 01°13'12" W
C29	280.00'	11°33'25"	56.48'	56.38'	S 10°18'32" E
C30	280.00'	11°38'14"	56.87'	56.77'	S 21°54'22" E
C31	220.00'	37°06'12"	142.47'	139.99'	S 13°25'46" E
C32	220.00'	30°12'04"	115.96'	114.63'	S 20°13'21" W
C33	495.00'	9°28'51"	81.91'	81.81'	N 41°29'16" W
C34	495.00'	10°29'27"	90.63'	90.51'	N 31°30'07" W
C35	180.00'	3°32'44"	11.14'	11.14'	S 28°01'45" E
C36	180.00'	18°04'29"	56.78'	56.55'	S 38°50'21" E
C37	550.00'	2°15'34"	21.69'	21.69'	S 52°44'13" E

STANDARD DEED RESTRICTIONS FOR UNION COUNTY:

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATIONS DEPARTMENT.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR "MITCHELL HIGHLANDS SECTION 1".

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 1

DATE:	SEPTEMBER 2017	DRAWN BY:	JEC
DWG SCALE:	1"=60'	CHECKED BY:	JWC
PROJECT NO:	162-554		
APPROVED BY:	MAS		

DRAWING NO.: PLAT

SHEET 3 OF 3

P:\2016\162-554\-Survey\Dwg\162554-SV01-PLAT.dwg{LAYOUT3} LS:(9/19/2017 - jcoffin) - LP: 9/19/2017 11:35 AM

EXHIBIT D

DRAFT

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR (MITCHELL HIGHLANDS)

June 6th 2016

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the ____ day of _____, 20__, by Rockford Homes Inc. at 999 Polaris Parkway, Columbus, Ohio 43240, hereinafter referred to as the "Declarant". Declarant is the owner of all that certain real property located in Union County, Ohio, more particularly described on Exhibit A attached hereto (the "Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article 9 hereafter, is collectively referred to as the "MITCHELL HIGHLANDS Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Mitchell Crossing Area for the purposes hereinafter set forth.

In pursuance of a general plan for the protection, benefit and mutual advantage of all the real property referred to herein as the MITCHELL HIGHLANDS Area which the Declarant has subdivided or proposes to subdivide, and of the persons who are now or may hereafter become owners, lessees, and sublessees of any of the MITCHELL HIGHLANDS Area, Declarant hereby declares that the Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE 1. DEFINITIONS.

The following terms when used in these Restrictions shall have the meaning set forth after each of them.

1.01. GENERAL RESTRICTIONS, ARCHITECTURAL RESTRICTIONS AND CONSTRUCTION STANDARDS. The Restrictions and Standards contained in Articles 2, 3 and 4 hereof.

1.02. DECLARANT. Rockford Homes Inc., and its successors, legal representatives and assigns.

1.03. LOTS. The lots shown on the Final Plat of MITCHELL HIGHLANDS, or any amended or subsequent plat filed by Declarant for MITCHELL HIGHLANDS.

1.04. OWNER. A person owning a fee simple interest in property.

1.05. OWNERS' ASSOCIATION. MITCHELL HIGHLANDS' Association, incorporated or to be incorporated as an Ohio corporation not for profit (the "Owners' Association").

1.06. PERSON. An individual, firm, corporation or any other entity or form of business association, which may own real property in the State of Ohio.

1.07. PROPERTY. Real property located within MITCHELL HIGHLANDS.

1.08. RESTRICTIONS. The reservations, restrictions, conditions, easements, charges, assessments, agreements, covenants, obligations, rights, uses and provisions of this instrument and pertaining to the real property hereby conveyed or any part thereof.

1.09. MITCHELL HIGHLANDS. Those lots hereinabove described in the MITCHELL HIGHLANDS subdivision, together with such other real property as the Declarant may hereafter subject to these restrictions by written instrument filed in the Office of the Recorder of Union County, Ohio.

ARTICLE 2. GENERAL RESTRICTIONS.

2.01 All property the Declarant subjects to these restrictions shall be used exclusively for residential purposes. No structures or buildings shall be erected, altered, placed or permitted to remain on any part of any lot or reserves on the property other than single family dwellings and private garages, being a minimum of two cars in size, not to exceed two and one half (2½) stories in heights nor greater than thirty-five (35) feet in height serving such dwellings on the front elevation. No more than one single-family dwelling and the attached private garage serving such dwelling shall be placed on any Lot. This provision shall not prevent the construction of such other structures, such as, but not limited to, pool, pool houses/cabanas, pump house for pool, hot tubs/spas, pergolas, trellises, green house, garden storage sheds, gazebos, patios, decks, rear yard fencing, children play structures, play houses and sports equipment etc.; however, prior to construction of such structure, plans and specifications must be submitted to the Architectural Review Committee (ARC), as described in Article 3., for approval, the ARC may deny approval for construction, if in its opinion the Lot and the other structures including the single-family dwelling on such Lot will not, for reason of size, topography or aesthetics, accommodate such additional structures. Such structures, when approved, must not be built prior to the construction of the single-family dwelling.

2.01. No animals, livestock or poultry of any kind shall be raised, bred or kept in or on any lot other than household pets may be kept on any part of the Property provided they are not kept, bred or maintained for any commercial purpose. No kennels or enclosures for animals shall be erected or maintained on any lot. No pets which frequently, by noise or otherwise, disturb the peaceful occupancy of adjoining Lots may be kept. Pets shall not be permitted to run "free". Pets shall be kept within the dwelling or an approved fenced area on the property.

2.02. No truck over one ton, trailer, boat, camper, recreational or commercial vehicle shall be parked or stored on any lot unless it is in a garage out of view from the street and abutting properties, provided however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed twenty-four (24) hours in any period of ten (10) days. No automobile or motor driven vehicle shall be left upon

any lot for a period longer than seven (7) days in a condition wherein it cannot be operated upon a public highway. After such period the vehicle shall be considered a nuisance and detrimental to the welfare of the above described real estate and shall be removed therefrom.

2.03. No fences or walls may be constructed on any part of the Property unless prior written approval is obtained from the ARC in the manner described in Article 3.

2.04. All structures shall be completed on the exterior, including the removal of all debris and miscellaneous construction equipment, within one (1) year from the start of construction. The structure will not be considered complete unless all exterior wood surfaces have been finished with no less than two (2) coats of paint, stain, or varnish or one (1) coat of stain for wood shingle siding and unless all landscaping to be done on the Lot is completed and all driveways to be constructed have been paved with either asphalt, patterned concrete, brick or other paving substance approved by the ARC. The Owner's Association may use its rights contained in Article 8 to cause compliance with this section.

2.05. After completion of any initial structure(s) constructed on the property, no remodeling or alteration of the exterior of the structure, including but not limited to the construction of decks, patios and/or driveways, or the change of siding materials or color, can be made without prior written approval by the ARC.

2.06. No changes in any stream or lake may be made and no stream or lake may be damned or altered unless approved in the same manner provided for in Article 3. Each Owner shall respect the riparian rights of other Owners in matters pertaining to streams, lakes and surface drainage.

2.07. No tank for the storage of fuel may be placed or maintained on any part of the Property. Television, radio or disk antennas, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or lot. An exception will be made for dishes 24" or less in diameter, and is not visible from the street.

2.08. No refuse pile or other unsightly or objectionable material or thing shall be allowed or maintained on any part of the property.

2.09. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily of permanently; except construction trailers. No temporary building, trailer, garage, storage building, or structure shall be placed upon any lot for storage purposes without the express written consent of the ARC.

2.10. All Owners, including the Owners of unoccupied Lots, shall at all times keep and maintain the part of the Property which they own in orderly manner, shall cause weeds and other growth to be kept neatly cut, and shall prevent the accumulation of rubbish and debris on the part of the Property which they own. Each Owner shall also maintain any landscaping installed on such owner's lot(s).

2.11. No business, trade, office, or business building of any kind or nature whatsoever shall be constructed upon any Lot or Lots; except activities associated with sales and construction of homes. This shall not preclude the use of one room in any premises for

the purpose of conducting business. Such business shall not include the use of non-resident employees and shall not generate unreasonable traffic to that residence. In addition, no noxious, offensive or unreasonable disturbing activity shall be carried on any lot or any part of the Subdivision.

2.12. Signs. No sign of any kind shall be displayed or maintained on any lot, except one (1) sign of not more than six (6) square feet advertising the property for sale or rent and promotional signs used by builders or Declarant during the construction and sales period.

2.13. All telephone service or other utilities shall be constructed by underground lines; however, appurtenances to such service, such as transformers, junction boxes, splice boxes, amplifiers, and other similar devices, may be placed above ground if such devices are normally placed above ground by such utility in installing underground service. In the event of any questions or dispute, said issue shall be submitted to Declarant and the decision of the Declarant as to what may be placed above ground shall be final. This requirement does not preclude the installation of temporary overhead lines during the time of initial construction of houses.

2.14. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and an line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Trees shall be permitted to remain within such distance of such intersections provided the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

2.15. The walls, fencing, subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the lots in the subdivision by Declarant or at Declarant's direction shall not be removed and/or changed and shall be maintained in good condition by the Owners of the respective lots.

2.16. A permanent construction and maintenance easement has been granted the Declarant and Declarant's successors, assigns and designees as shown on the subdivision Final Plat for Mitchell Crossing, the easement being described as all road rights-of-ways, drainage and utility easements. The purpose of the easement shall be for the repair of existing improvements and the connection to and extension of such improvements to permit the orderly development of adjoining land presently owned or to be acquired by the Declarant.

2.17. No clothing or any household fabrics shall be hung in the open on any lot and no outside clothes lines or other drying or airing facilities shall be permitted on any lot.

ARTICLE 3. ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL RESTRICTIONS.

3.01. There shall be an Architectural Review Committee (ARC) composed of three (3) members who shall be appointed initially by the Declarant for the approval of the first structure(s) of each Lot, and thereafter by the Board of Trustees of the Owners' Association (Board). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the ARC the Board shall constitute the ARC until such time as the appropriate appointments are made. Each member of the ARC shall serve at the pleasure of the Board. Any action taken by a majority of the members of the ARC, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the ARC and shall be binding on the Association and any Owner or occupant of the Lot in question. The ARC shall act in connection with granting any approvals contemplated in this Declaration and/or reviewing plans and/or specifications as set forth herein.

3.02. The ARC shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the ARC. After the receipt of final approval by the Applicant, the ARC shall not revoke its approval. Approval by the ARC of plans and specifications with respect to any lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.

3.03. The ARC shall have solely the duties and responsibilities given to it by these Restrictions. ARC shall not in any way be responsible for interior design, structural or engineering questions. In connection with any exterior improvement, the ARC shall be concerned solely with aesthetic questions such as the relationship of proposed design to other improvements made or proposed to be made on the Property and to the general environment of the Mitchell Highlands. The Owner of a lot shall be solely responsible for obtaining any required approvals or permits from any governmental authorities. In the event any standards or restrictions established by any governmental authorities shall exceed these Restrictions, then the standard of the governmental authorities shall prevail.

3.04. Prior to the construction of any improvements or storage of any materials on the Property, the Owner of any Lot shall be required to submit two (2) sets of complete building plans, two (2) site plans and two (2) signed specifications forms for the building to the ARC, setting forth the general arrangement of the interior and exterior of the building, including the color and texture of the building materials and the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the structure on the Lot including setbacks, driveway locations, garage openings, orientation of the structure to the topography and conformance with the drainage grading plan. No building shall be located on any lot nearer to the front lot line or nearer to a side street than the minimum building setback lines shown on the recorded subdivision Final Plat and no building shall

be located in green areas or reserves as shown on the recorded Final Plat. For the purpose of this restriction steps shall not be considered as a part of the building provided that this shall not be construed to permit any portion of the building on any lot to encroach upon another lot or reserve area. In the case of any screening required by these Restrictions, plans shall include detail showing such screening. Landscaping plans shall be submitted and approved before the commencement of landscaping improvements but may be submitted to Declarant separate from the other improvement plans. ARC shall have twenty (20) days in which to review plans submitted. On or before the conclusion of such twenty (20) days, Declarant shall do one or more of the following: (i) approve the plans; (ii) request additional plans, clarifications or explanations; (iii) approve such plans provided that specified modifications are made; or (iv) disapprove such plans, in which event the reasons for such disapproval shall be stated in writing. In the event the ARC requests additional information, plans or explanations, the running of the twenty (20) day period shall be tolled from the date of such request until such additional information, plans or explanations are furnished to Declarant. In the event the ARC does not take any of the actions specified above within the twenty (20)day period specified, then the Owner submitting such materials for review shall notify Declarant in writing, who shall, within ten (10) days after the receipt of such notice, cause such review to be completed in the manner specified above. In the event such review is not completed within such additional ten (10) days, such plans and specifications shall be deemed approved as submitted.

3.05. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted in Article 8, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the ARC. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the ARC, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.

3.06. The ARC may impose reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs and professional fees. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the ARC, who shall then provide such funds directly to the Board.

3.07. In the event the ARC disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the ARC renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the ARC's decision to disapprove the appealing parties' plans and specifications if the Board determines the ARC's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

3.08. Upon written request from any Owner, the ARC shall furnish a written statement in form suitable for filing for record as to whether the Architectural Restrictions have been complied with in regard to any Lot.

3.09. The acceptance of a deed to a Lot hereunder and the filing of the same for record hereafter shall constitute acknowledgement by such Lot Owner (i) that in examination of plans and specifications submitted, ARC will take into consideration plans and specifications already approved, or in process of being reviewed for approval, of proposed improvements on adjacent lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and the overall development of the Subdivision and (ii) that the ARC may require submission of samples of construction materials to be used in the construction of the residence as a condition of approval of the plans and specifications. The filing for record of a deed to a Lot as aforesaid shall also constitute acknowledgment by such Lot Owner that the ARC shall not be responsible or liable to said Owner or to any Owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted, nor shall ARC be liable for any expense entailed to any Lot Owner in the preparation, submission, and, if necessary, resubmission of the proposed plans and specifications. The decision by the ARC to approve plans and specifications or to approve any plans and specifications with specified modifications shall be final and conclusive.

3.10. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as “tree preservation zones” and/or “no disturb zones” on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under this text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

3.11. All improvements shall be constructed substantially in accordance with the approved plans, specifications and drawings.

3.12. Prohibited accessory uses and/or structures: (i) Barns/garden sheds larger than one-hundred (100) square feet (ii) Wind turbines or similar wind-powered energy generating equipment (iii) Above grade swimming pools six inches or more above grade with a surface area of thirty-six (36) square feet or more, (this does not include hot tubs/spas) (iv) Outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the property, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts

3.13. In ground pools shall be flush with the grade; shall be limited to the rear yard; all pool equipment shall be located behind the principle structure not visible from the right-of-way; pool decking (either brick pavers, stone or concrete) shall not be closer than ten (10) feet from any side property line; landscape screening (mixture of evergreen and

deciduous bushes, shrubs and trees shall be utilized to screen views from all adjacent properties and on the outside of the required fencing).

3.14. Pool houses/cabanas/pool pump house: shall be integrated architecturally into the overall design of the principle structure and shall utilize design ques that will complement the principle structure. Pool houses shall not encroach into any restricted side or rear yard setback

3.15. Hot tubs/spas shall be located behind the principle structure and shall not be within twenty (20) feet from any side property line. The above ground hot tub/spa shall be screened from view with evergreen trees and not visible from any neighboring property or right-of-way.

3.16. Pergolas shall be located in the rear yard only; shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal with or without drapes.

3.17. Trellises shall be located in the rear yard only, shall not encroach into the side or rear yard setback; shall be integrated into the overall design of the landscape; shall be wood and/or metal.

3.18. Green House shall be located in the rear yard only; shall not be closer than twenty (20) feet from any side property line; maximum pad area of ten (10) feet by ten (10) feet; shall be metal or wood frame enclosed with glass; shall be landscaped with deciduous and evergreen material so as not to be seen from the right-of-way.

3.19. Garden storage sheds or detached storage sheds shall mimic the exterior materials of the principle structure (same material, same color and roof shingles); shall not be within twenty (20) feet of any side property line; shall not be visible from the right-of-way; maximum size shall be limited to ten (10) feet by ten (10) feet pad (this shall include all overhangs and projections) and if backing to an adjacent lot the shed shall have landscaping to soften the view.

3.20. Gazebos shall be located in the rear yard not closer than twenty (20) feet of any side property line; shall be wood, metal or wood frame clad in vinyl; appropriately landscaped with evergreen and deciduous shrubs, bushes and upright material.

3.21. Patios shall be located in the rear yard; shall not encroach into any restricted setbacks

3.22. Decks shall be located in the rear yard; shall not wrap around the side of principle structure; shall not encroach into any restricted setbacks. Elevated decks shall not be utilized for storage unless full board on board skirting is installed; lattice is not permissible for storage screening.

3.23. Property line fencing is limited to treated or cedar wood; four (4) foot tall (as measured from grade to top of post); styles permitted are three (3) rail split and three (3) rail smooth equestrian with optional black wire or vinyl mesh mounted on the inside of the fence. Location of the fence is limited to the rear yard and shall not encroach into tree preservation zones and/or no disturb zones, major flood routes, County easements, building line setbacks or pass the rear plane of the principle structure.

3.24. Pool fencing shall be limited to aluminum or wrought iron fencing and shall be located directly adjacent (within five (5) feet) of the pool decking and shall not be utilized as a property enclosure. Pool fencing shall meet all local standards.

3.25. Children play structures and play equipment are limited to the following: wooden play structures with muted colors for canopies, slides and swing seats, trampolines (anchored), sport bounce back equipment, backstop netting, lacrosse goals and soccer goals are limited to the rear yards. Basketball hoop either temporary or permanent can be located in front of the principle structure but shall not be located in the street. Rear yard basketball courts shall not have lighting, shall be screened with evergreen landscaping and shall not be closer than twenty feet from any side property line.

3.26. A Zoning Certificate from individual homeowners subject to compliance with the Township Zoning Resolution and Zoning Clearance procedures are required for the following items: pools, pool houses/cabanas, pump house for pool, green house, garden storage sheds, patios, decks and property line fencing. In order to apply for a Zoning Certificate at the Township, individual homeowner applicants shall first gain ARC approval. All other items not listed above will require ARC approval.

ARTICLE 4. CONSTRUCTION STANDARDS.

4.01. One-story dwellings shall have a minimum square footage of 2,000 square feet. Dwellings of more than one story shall have a minimum of 2,400 square feet.

4.02. Exterior construction materials shall be brick, stone, manufactured stone veneer, stucco, EIFS with drainage, wood or wood fiber planks such as Hardie Plank or such other product or products as approved by the ARC as being consistent with the standards of this section. However, the use of aluminum or vinyl siding other than for soffit or facia shall be specifically prohibited. Roofing shall be a minimum of 25-year dimensional asphalt shingles. Other roofing materials will be allowed only with written approval of ARC.

4.03. As part of the initial construction of each dwelling each owner shall construct a concrete driveway apron.

4.04. As part of the initial landscaping, each dwelling owner, other than Declarant, shall provide street trees at a spacing not to exceed 50 feet on center between trees across the entire frontage of the street right-of- way(s). Each lot shall be provided with at least two trees along all public right-of-way(s). The trees shall be of a variety specified by Declarant and have a minimum of a 2 inch caliper. The placement of the street trees will be approved by the ARC.

4.05. No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the property or any existing swales, floodways or other drainage configurations.

4.06. In the event an Owner or any contractor or subcontractor of an Owner damages any utility property, public property, or property of another Owner located within an easement

shown on the recorded Final Plat, the Owner who caused (or whose agent caused) the damage shall be liable for the cost of repair. Owner shall indemnify Declarant and the Owners' Association against any such claim for damages.

4.07. No Owner or contractor or subcontractor of any Owner may cause the removal of any trees owned by another Owner or dump, buy, spread or otherwise dispose of any earth or debris of any nature on the Property of any other Owner.

4.08. Except for the necessity of installation of sewer lines or other utilities, where trees exist in the rear of lots, there shall be areas designated as "tree preservation zones" and/or "no disturb zones" on the final plat. These areas as depicted on the recorded plat vary in size. No tree shall be removed from these areas or the areas otherwise disturbed unless they are hazard, dead, diseased or dying trees. No accessory structure shall be located in these identified areas. The Township Zoning Inspector shall have specific authority to enforce this provision as a matter of zoning compliance under the project zoning text and under the Township Zoning Resolution and as shall be granted a private right of enforcement within the Deed Restrictions for the community.

4.09. The ARC will prescribe a type of mailbox, a standard signage to be used on mailboxes and a standard for signage to be used by Realtors, builders, architects and other persons offering homes for sale. No type of mailbox and no type of signage other than the prescribed types shall be used or placed upon the Property.

ARTICLE 5. PLAT.

5.01. The utility easements shown on the recorded Final Plat of the MITCHELL HIGHLANDS subdivision, shall be for the purpose of extending underground utility service of all kinds, including water, storm drainage, sanitary sewer, electric, telephone, gas and cable television, and shall be for the benefit of the Property, the Owners, the Declarant and the utilities and governmental agencies extending such service.

5.02. No Lot may be split into any smaller unit of any size. The reserves within the community shall not be split into small parcels or shall be developed in the future.

ARTICLE 6. OWNERS' ASSOCIATION.

6.01. As set forth in Section 1.05 above, the Declarant has heretofore caused to be formed an Ohio not for profit corporation, the name of which is MITCHELL HIGHLANDS Owners' Association (the "Owners' Association"). Membership in the Owners' Association for the owner of each lot is mandatory. All lot owners shall be voting members in the Owners' Association. Each member shall have one (1) vote for each Lot owned by such Owner, provided, however, that in the event more than one Person shall be the Owner of any Lot by reason of tenancy in common, survivorship tenancy or otherwise, a majority of the Persons owning such Lot shall cast the single vote for that Lot.

6.02. The Owners of the Lots in said Subdivision hereby agree for themselves and their respective heirs, successors and assigns that facilities now or hereafter constructed or created shall be held by the Owners' Association for the benefit of the owners of all Lots of the Subdivision. It shall be the responsibility of the Owners' Association to maintain

the entrances, additional reserves and landscape buffers as identified on the final plat. The Owners' Association to the subdivision shall own and maintain the reserves and surrounding area in an attractive and aesthetically appealing condition. Such responsibility shall include, but not be limited to, caring for and maintaining, in an attractive manner, the landscaping in the area, seeding and mowing along the right-of-way and entrance way, lighting and other architectural and landscaping embellishments.

6.03. The Owners' Association shall keep and maintain insurance on commonly owned facilities in such amount as the Owners' Association may deem reasonable.

6.04. The Owners' Association reserves the right to enact at any time and from time to time reasonable rules and regulations for the use of the commonly owned facilities. Each Owner agrees to abide and comply with any such rules and regulations.

6.05. The Owners' Association shall accept deed(s) transferring the reserves, green space, parks and/or open space not included in platted lots for single-family residences.

6.06. Upon conveyance of 90% of the lots within MITCHELL HIGHLANDS (including additions of adjacent or will become adjacent to properties to be included within the total number of lots of MITCHELL HIGHLANDS by the Declarant) and after approval of all the initial building plans of all Lots by the ARC, the approvals required thereafter of the Declarant shall automatically vest in the Owners' Association.

6.07. Declarant shall release all responsibilities of maintenance of MITCHELL HIGHLANDS to MITCHELL HIGHLANDS Owners' Association no later than upon transfer to third parties 90% of the lots platted as MITCHELL HIGHLANDS.

6.08. The Association shall be governed by its Board of Trustees, who shall be appointed or elected by the members of the Association in accordance with the voting rights and the other rights and proceedings set forth in the Bylaws. All provisions of the Bylaws of the Association are incorporated into this Declaration by reference.

ARTICLE 7. ASSESSMENTS.

7.01. ESTABLISHMENT OF ASSESSMENTS. For the purpose of providing funds for maintenance, repairs and improvements of the entrance way, open spaces, the right-of-way, and other expenses and costs incurred by the Owners' Association, the trustees of the Owners' Association shall, prior to Jan. 1 of each year, determine an estimated budget for the following calendar year, or in the case of the first year, if only a part of a calendar year, for the remainder of that calendar year and establish an equal annual assessment as to each Lot. These assessments shall be payable in advance, annually, or in such periodic installments and with such due dates as the trustees from time to time determine regardless of the size, shape, or location of the said Lot and irrespective of whether the Lot has been improved with a residence.

7.02. ESTABLISHMENT OF LIEN. If any Lot Owner shall fail to pay any installment within ten (10) days after due, the Owners' Association shall be entitled to a valid lien for that installment or the unpaid portion of that year's assessment, if the trustees so elect, together with late fees, other costs, and the interest thereon as established by the Trustee of the Association, which lien shall be effective from the date that the Owners'

Association certifies the lien to the Union County, Ohio Recorder. Additionally, each such assessment, together with late charges, other costs, and the interest thereon, shall also be the joint and several personal obligation of the Lot Owner who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Owners' Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer of ownership of a Lot, but shall continue unaffected thereby. The lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association's lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment against a defaulting Owner and causes said judgment to become a lien, whichever is the first to occur.

7.03. SPECIAL ASSESSMENT LIEN. Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Owners' Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Owners' Association, in addition to any other enforcement rights it may have hereunder, may, upon action by the Board, take whatever action the Board deem appropriate to cause compliance, including, but without limitation, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Owners' Association in causing such compliance, together with the interest at such lawful rate as the trustees may from time to time establish, shall be immediately due and payable from the Lot Owner to the Owners' Association; and the Owners' Association shall be entitled to a valid lienas security for the payment of such costs incurred and the interest thereon, which lien shall be filed in the Office of the Union County, Ohio Recorder. Any such lien shall be deemed subject and subordinate to any first mortgage lien filed prior to the certification of the Owners' Association lien to the Union County, Ohio Recorder, or prior to the date that the Owners' Association obtains a certificate of judgment lien against such Lot Owner, whichever is the first to occur.

ARTICLE 8. DURATION; ENFORCEMENT

8.01. Each Owner, by acceptance of a deed or other instrument of conveyance, accepts the same subject to these Restrictions; and the rights and obligations created by these Restrictions shall run with the land until January 1, 2050, after which time said covenants shall automatically renew for successive periods of ten (10) years, unless earlier terminated by a majority vote of the then Owners of the Lots at a meeting scheduled and conducted for that purpose. The violation of any provision of these Restrictions shall give to each of (i) the Declarant, (ii) the Owners' Association and (iii) any group of three or more Owners acting together the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

8.02. No restrictions imposes hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of how many violations or breaches may occur.

8.03. The invalidity of any one of these Restrictions, in whole or in part, by judgment, court order or any other manner, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Restrictions herein contained.

8.04. Any non-substantial changes in the Restrictions herein contained may be waived by the Declarant prior to the time a majority of the Lots have been conveyed to Owners other than the Declarant. Thereafter, the Declarant herein may waive any non-substantial changes in the Restrictions only with the written consent of the Owners' Association or with the written consent of a majority of the Owners other than the Declarant. After Declarant has sold 90% of the Lots, any Restrictions may be waived only by the Owners' Association or by the Owners of a majority of the Lots.

8.05. Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Article 7 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action. In addition to any other remedies set forth in this Declaration or any remedies at law or equity, the Association may assess a charge of up to Fifty Dollars ($50.00) for each day an Owner is in default.

8.06. Notwithstanding the foregoing, prior to imposing a charge for damages, charges provided for in this Declaration, or an enforcement assessment, the Board shall give the Owner a written notice and opportunity to cure pursuant to Section 5312.11 of the Ohio Revised Code including a description of the property damage or violation; the amount of the proposed charge or assessment; a statement that the Owner has the right to a hearing before the Board to contest the proposed charge or assessment; a statement setting forth the procedures to request a hearing; and a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice described in this paragraph. If the Owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for damages, charges provided for in this Declaration, or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the dwelling unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

8.07. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, other costs of enforcement, and

other charges permitted by Ohio Revised Code Section 5312.11, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty (30) days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Article 7.

8.08. Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

8.09. No Waiver. The failure of the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

8.10. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 9. EXPANSION.

Declarant reserves the right, but shall not be obligated, to expand the MITCHELL HIGHLANDS Area to include other adjacent properties. Declarant shall have the right to transfer to any other person the right to expand, which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Union County, Ohio, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. No Supplemental Declaration shall require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE 10. NOTICE.

Any notices required or permitted to be served on Declarant shall be given by sending such notice by certified mail, return receipt requested, postage prepaid, addressed to Declarant at the following address:

Rockford Homes Inc.
999 Polaris Parkway, Suite 200
Columbus, Ohio 43240

Any notices required or permitted to be given to any Owner shall be given in the same manner, at the address shown for the mailing of tax bills to the Owner of each Lot at the Treasurer's Office, Union County, Ohio.

Declarant has executed this Declaration as of the day first above written.

_____

By:_____
_____

STATE OF OHIO)
)
COUNTY OF UNION,)

The foregoing document was acknowledged before me this _____ day of

_____, 20__, by _____
_____

_____
Notary Public

EXHIBIT A

Situated in the County of Union, State of Ohio and in the Township of Jerome and bounded and described as follows:

Logan-Union-Champaign
regional planning commission

Application for Final Plat Approval

Date: 9/19/2017

Name of Subdivision: Mitchell Highlands Section 1

Section/Phase: Block

Location: Industrial Parkway and Mitchell Dewitt

Township: Jerome Military Survey: 5134

Complete Parcel(s) Identification Number (PIN): 17-0022040.0016, 17-0022026.001, 17-0022019.100

Has a Preliminary Plat been approved for this subdivision?: Yes X No ___ Date: 09-08-2016

Name of Applicant: Rockford Homes

Address: 999 Polaris Parkway Ste 200

City: Columbus State: Ohio Zip: 43240

Phone: 614-785-0015 Fax: 614-785-9181 Email: ctheuerkauf@rockfordhomes.com

Name of Owner of property to be subdivided: Rockford Homes

Address: Same as above

City: State: Zip:

Phone: Fax: Email:

Name of Applicant's Surveyor or Engineer: Civil & Environmental Consultants - Mark Smith

Address: 20 250 Old Wilson Bridge Rd Ste 250

City: Worthington State: Ohio Zip: 43085

Phone: 614-548-1267 Fax: 614-540-6638 Email: msmith@cecinc.com

Proposed Acreage to be Subdivided: ~~17.654~~ 17.768

Current Zoning Classification: PUD

Proposed Zoning Changes: PUD

Proposed Land Use: Single Family

Development Characteristics

Acreage w/in Approved Preliminary Plat: 100.91 Acres

Acreage w/in Section and/or Block: 17.654 Acres

Number of **APPROVED** lots from Preliminary Plat 164

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Logan-Union-Champaign
regional planning commission

Number of Lots **PROPOSED** w/in this Section: 32 (include reserve)

Number of **APPROVED** units from Preliminary Plat: _____

Number of Units **PROPOSED** w/in this Section: _____

Typical Lot Width: 70 Feet Typical Lot Area: 11874 SQ FT

Single Family Units: _____ Sq. ft Multi-Family Units: —

Acreage to be devoted to recreation, parks or open space: 6.914 ac in plat - 2.13

Recreation facilities to be provided: _____

Approved method of Supplying Water Service: Marysville

Approved method of Sanitary Waste Disposal: Marysville

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? NO

Construction improvements have achieved satisfactory completion and has been Certified by the County Engineer in accordance with Section 326 and 330 of the Subdivision Regulation? *If no, continue to next question.* NO

If no to the above question, please submit a Performance Bond in accordance with the following:

Has estimated construction cost been submitted by the responsible design engineer? yes
Has estimated construction cost been approved by the County Engineer? _____
Bond has been submitted to County Engineer? yes
Bond approved by County Commissioners? _____

For Official Use ~~30 lots~~ (17,768 SF x 40) + 400

Date filed: 09-21-2017 Filing Fee: $ 1,600.00 = (30 lots x 40) + 400

Date of Meeting of Planning Commission: 10-12-2017

Action by Planning Commission: _____

If rejected, reason(s) for: _____

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

DEVELOPER'S AGREEMENT

This **DEVELOPER'S AGREEMENT** (the "Agreement") made and entered into this [___] day of [___], at Marysville, Ohio is between **ROCKFORD HOMES** (the "Developer"), a corporation organized and existing under the laws of the State of Ohio, with an office located at 999 Polaris Parkway, Columbus, Ohio 43240, and the **CITY OF MARYSVILLE, OHIO** (the "City"), a municipal corporation organized under the laws of the State of Ohio, with an office located at 209 South Main Street, Marysville, Ohio 43040.

WITNESSETH:

WHEREAS, the Developer is presently engaged in the improvement of certain real property within an area served or to be served by the City's utility systems and desires to construct sanitary sewers (public and private), waterlines and related facilities to provide service to the lots located in a private development known as Mitchell Highlands – Section 1 now being developed by the Developer; and

WHEREAS, the City and the Developer desire to effectuate an agreement providing for the construction and maintenance of the public sanitary sewers, waterlines and related facilities in accordance with the requirements of the City of Marysville, Ohio set forth in the Codified Ordinances of Marysville (the "City Code"), as the same may be amended from time to time, and subject to certain terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

Section 1. Construction of the Improvements.

(a) Scope of the Improvements. The Developer shall construct, furnish, and install all necessary public sanitary sewers, sanitary manholes, sanitary laterals, waterlines, water services, water valves, and all necessary appurtenances to collect wastewater and distribute water within the Mitchell Highlands – Section 1 development (collectively, the "Public Improvements"). The Developer shall connect to the existing City of Marysville public sanitary sewer and waterline along Dewitt Road (located in the existing Mitchell Crossings development).

(b) Costs of the Improvements. The Developer shall assume all costs associated with the construction of the Public and Private Improvements, including engineering, testing, furnishing all labor, material and equipment, and the cost of inspections. The Developer shall obtain all permits and approvals necessary to construct the Public and Private Improvements. Upon execution of this Agreement, the Developer shall pay to the City the sums indicated in Section 1100.01 of the City Code to cover plan filing and review costs, inspection fees, and all other fees applicable to the construction of the Public and Private Improvements. In addition, the Developer shall pay to the City any additional payments required by Section 1100.01 of the City Code to cover actual inspection costs incurred by the City if such costs exceed the amounts initially paid by the Developer.

(c) Construction. The Developer agrees that the acquisition, construction, installation, improvement, furnishing, and equipping of the Public and Private Improvements will be accomplished in accordance with detailed construction documents, including without limitation, working drawings and plans and specifications prepared or caused to be prepared by the Developer, as such construction documents may be revised or supplemented from time to time by the Developer. The Developer shall make the construction documents available for review upon request of the City.

For all Public Improvements, construction and materials shall meet the requirements of, and construction shall be conducted in accordance with, (i) the City Code, including the standards set forth in the City Code for sanitary sewer and water supply improvements, (ii) the then-current volume of the "City of Marysville Standard Sanitary Sewer Specifications and Drawings," (iii) the then-current volume of the "City of Marysville Water Division Specifications," and (iv) where applicable, the then-current volume of the "Construction and Material Specifications" of the Ohio Department of Transportation. The Developer shall pay for all inspections, material testing, and construction testing which may be required by the City in accordance with the City Code. All construction and all required testing shall be completed before the Developer requests Construction Approval of the Public Improvements by the City.

(d) Commencement of Construction. The City Engineer shall be notified in writing three (3) working days in advance of the commencement of construction of the Public Improvements in accordance with Section 1104.07 of the City Code.

(e) Easements. The Developer shall plat all easements within Mitchell Highlands – Section 1, necessary to complete construction of the Public Improvements and shall convey all off-site easements (excluding any temporary construction easements) necessary to complete the maintenance of the Public Improvements to the City upon Final Approval of the Public Improvements by the City. The City shall be named the assignee of the easement(s) conveyed to the City by the Developer. The City has approved the form of the offsite easement(s) attached hereto. The Developer shall not permit structures or obstructions that would interfere with the use and operation of the Improvements to be placed on or within any easement. All easements shall be at least twenty feet (20') in width and those platted easements platted within Mitchell Highlands – Section 1, shall be centered along the front or side lot lines in accordance with Section 1107.15 of the City Code.

(f) Construction Representative. At all times during construction of the Public Improvements, the Developer shall designate and make available to the City during normal business hours and during times when construction is occurring a competent representative who is knowledgeable and familiar with the design and construction of the Public Improvements. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and any alterations reasonably required by the City. Upon written direction from the City to the Developer, the Developer shall replace the representative if the City reasonably determines that his or her performance is inadequate and a replacement is necessary and the City has provided written notice to the Developer of the same and a reasonable opportunity (not to exceed ten (10) days) to remedy or cure the same.

(g) Hazardous Materials. The Developer, its officers, agents, employees, contractors, subcontractors, guests, and invitees shall not bring in, on, or incorporate into any of the Public Improvements any asbestos or other hazardous or toxic substance in contravention to any federal, State of Ohio, Union County, or City health, safety, or sanitation law, ordinance, regulation, or rule. If it is determined that the Developer has caused or permitted hazardous materials to be brought in, on, or incorporated into any of the Public Improvements in violation of law, then the Developer agrees to fully remediate such condition within thirty (30) days following its receipt of written notice of any such determination by any government authority. In the event such remediation reasonably requires a longer period of time to complete, then such thirty-day period shall be reasonably extended as long as the Developer has commenced such remediation within the initial thirty-day period and pursues such remediation with due diligence.

(h) Compliance with Occupational Health and Safety Act of 1970. Developer shall be responsible for compliance with the Occupational Safety and Health Act of 1970 to the extent applicable.

Section 2. Plan Approval. The Developer shall submit detailed plans and specifications of the Public and Private Improvements to the City Engineer, the County Engineer, and to the Ohio Environmental Protection Agency for approval. No work shall begin until such time that the City Engineer, the County Engineer, and the Ohio Environmental Protection Agency have granted approval of the plans and specifications ("Plan Approval"). Prior to Plan Approval, the Developer shall furnish to the City a statement itemizing the estimated total cost of the Public and Private Improvements to be constructed under this Agreement. Cost estimates shall include construction, engineering and testing, inspection, supervision and other applicable incidental expenses.

Section 3. Construction Approval and Final Approval.

(a) Construction Approval. Upon completion by the Developer of all the Public and Private Improvements constructed under this Agreement, the City Engineer shall either certify satisfactory completion of the Public and Private Improvements and accept the Improvements ("Construction Approval") or shall reject the Public and Private Improvements, in which event the City Engineer shall provide Developer with a detailed written explanation of why such Public and Private Improvements were rejected so as to allow Developer an opportunity to remedy such deficiencies and re-request the City Engineer to certify satisfactory completion of the Public and Private Improvements. Construction Approval shall only be granted pursuant to the requirements of City Code and the conditions set forth in this Agreement.

Prior to Construction Approval, the Developer shall furnish to the City Engineer one set of as-constructed ("As-Built") construction plans on both mylar and paper with a disk containing the revised As-Built drawings in both Portable Document Format (.pdf) and AutoCAD format. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "As-Built" in red ink. All As-Built drawings furnished to the City Engineer by the Developer shall become the property of the City.

Prior to Construction Approval, the Developer shall cause the provision of any security required by any portion of the Ohio Revised Code necessary to cause any existing mechanic's liens on the Public and Private Improvements to be released of record with respect to such Public and Private Improvements and shall cause the lien of any mortgage or delinquent taxes affecting the Public and Private Improvements to be released.

Within thirty (30) days of Construction Approval, the Developer shall furnish to the City an itemized statement showing the cost of the Improvements and a notarized affidavit stating that all material and labor costs have been paid and confirmation that any existing mechanic's liens have been released or are being contested by Developer in accordance with the Ohio Revised Code. The parties acknowledge and agree that the City shall not owe or have any responsibility for expenses and claims for labor and/or material incident to construction of the Public and Private Improvements.

No sanitary service connections, water taps or other utility service permits will be issued for the Public and Private Improvements until Construction Approval for the Public and Private Improvements.

(b) Final Approval. Not earlier than one (1) year following Construction Approval and not later than two (2) years following Construction Approval, the Developer shall dedicate all of the Public Improvements (including any rights-of-way and easements appurtenant thereto) to the City. After receiving the Developer's dedication of the Public Improvements, the City Council of the City shall accept the Improvements by legislative action ("Final Approval") or shall reject the Public Improvements by legislative action, all in accordance with the City Code. The City shall not reject the Public Improvements if the Developer has fully complied with its obligations under this Agreement.

Section 4. Security for Performance.

(a) Performance Bond. The Developer shall furnish, prior to commencement of construction of the Public Improvements, a project guarantee in the form of a surety bond (the "Performance Bond"), which shall name the City as obligee in the form provided by Ohio Revised Code Section 153.57 and attached hereto as Exhibit A. The Developer shall provide to the City a copy of the Performance Bond prior to commencement of construction of the Public Improvements. The Performance Bond shall be furnished in an amount equal to one hundred and twenty percent (120%) of the estimated total cost of the Public Improvements. The Developer may terminate the Performance Bond upon: (i) Construction Approval and (ii) submission and approval of the Maintenance Bond as described below.

(b) Maintenance Bond. Immediately following Construction Approval of the Public Improvements, the Developer shall furnish a guarantee of the satisfactory performance, maintenance, and upkeep of the Public Improvements for the one-year period following Construction Approval in the form of a surety bond (the "Maintenance Bond") in accordance with Section 1113.04(b) of the City Code. The Maintenance Bond shall be furnished in an amount equal to twenty-five percent (25%) of the actual cost of the Public Improvements. The Developer may substitute a reduced performance bond securing not less than twenty-five percent (25%) of the actual cost of the Public Improvements to satisfy its obligation under this Section 4(b) and Section 1113.04(b) of the City Code to deposit the Maintenance Bond with the City. Any Maintenance Bond shall remain in place until Final Approval of the Public Improvements.

(c) Standards for Sureties. Any Performance Bond and any Maintenance Bond shall be executed by a surety that is licensed to conduct business in the State of Ohio and is named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Insurance Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or as may be otherwise approved in writing by the City. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety of any Performance Bond or Maintenance Bond furnished by the Developer declares bankruptcy, becomes insolvent or loses its right to do business in the State of Ohio, the Developer shall within five (5) business days after receipt of notice of such bankruptcy, insolvency or incapacity substitute another bond and surety acceptable to the City.

(d) Breach; Enforcement of Sureties. The Developer shall at its own expense (i) repair, replace, correct or re-execute, or cause to be repaired, replaced, corrected or re-executed, any of the Public Improvements that fail to conform with the requirements of the City Code or this Agreement during the construction of the Public Improvements; (ii) repair, replace or correct any portion of the Public Improvements that have proven faulty or have been improperly installed and correct any defects in materials and workmanship of the Public Improvements (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after Construction Approval; and (iii) repair, replace, correct or restore, or cause repair, replacement, correction or restoration of, any parts of the Public Improvements or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. The obligation set forth under part (iii) shall expire one (1) year following the completion of the corrective work.

The Developer agrees that any material violations of or noncompliance with any of the terms and conditions of this Agreement, after the City has provided the Developer with written notice thereof and a reasonable period to cure any such violation, shall constitute a breach of contract. If the Developer shall not have commenced to cure such breach within fourteen (14) days after receipt of written notice from the City, and thereafter proceed diligently to cure such breach, the City shall have the right in accordance with Section 1104.07 of the City Code to (i) stop all work on the Public Improvements forthwith, (ii) continue any unfinished construction of the Public Improvements or replace any unaccepted construction to a point that any Public Improvements do not, to the satisfaction of the City Engineer, appear to create a health or safety hazard or create maintenance or repair expense for the City because of the then-present state of

the Public Improvements, and (iii) act against and hold the surety of the Performance Bond obtained by the Developer responsible for all actual expenses of the City, including engineering, legal, construction, and interest expenses, incurred for the purpose of properly completing the Improvements as required by this Agreement and the City Code.

(e) Indemnification. The Developer shall indemnify and hold harmless the City, and all of its elected officials, officers, employees and agents from all claims, suits, actions and expenses (including reasonable attorney's fees) which arise due to the wrongful or negligent performance or non-performance of the Developer with respect to the design, construction, and installation of the Public Improvements, including any and all proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor, subcontractor or agent of the Developer, from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of the Developer or its agents or employees. The Developer acknowledges that this indemnity is required in accordance with Section 1104.07(c) of the City Code. The indemnification obligation described above (titled the "Indemnification Expiration Date") shall expire the later of: (a) one (1) year following Construction Approval; (b) one (1) year following completion of any corrective work required as described above; or (c) acceptance of the dedication of the Public Improvements by the City.

(f) Insurance. During the construction of the Public Improvements, the Developer shall carry comprehensive general liability insurance containing (i) public liability insurance in the amount of $1,000,000 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence, (ii) property damage insurance in an amount of $1,000,000 from damages on account of any one accident or occurrence, and (iii) valuable papers insurance in an amount sufficient to assure restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement in the event of their loss or destruction until such time as the plans and field and design data are delivered to the City. Such policies of insurance shall name the City as an additional insured. Such policies of insurance shall be primary and non-contributory to any other insurance of the certificate holder. Such policies of insurance shall each contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the City. Evidence of such policies of insurance shall be delivered to the City prior to the start of construction of the Public Improvements. The Developer also agrees to carry in its own behalf worker's compensation insurance and employer's liability insurance, if applicable, in amounts sufficient to satisfy the statutory requirements of the State of Ohio.

Section 5. Representations, Warranties, and Covenants. The City and the Developer each represent and warrant that the execution and delivery of this Agreement and the compliance with all of the provisions herein (i) are within its power and authority; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its bylaws, or other instrument to which it is a party or by which it may be bound, or, to its knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over it or any of its activities or properties; and (iii) have been duly authorized by all necessary actions on its part. Furthermore, the Developer represents and warrants that (y) the Developer has not been charged with any

delinquent real or personal property taxes on the general tax lists of Union County, Ohio, which charge remains outstanding, and (z) that the Developer or its agents or employees are knowledgeable developers who have utilized said knowledge and skill in developing the subject premises and though conforming to local regulations and ordinances of the City, the Developer is relying solely on its expertise or the expertise of its agents or employees in developing the subject premises, and the Developer is not relying on any skill or expertise of the City, its agents or employees in preparing the area to be developed in accordance with sound engineering and development practices. All representations and warranties of the City and the Developer in this Agreement shall survive the execution and delivery of this Agreement and shall not expire until the Indemnification Expiration Date.

The Developer covenants and agrees that (i) it will maintain its legal existence so long as it remains liable under this Agreement, and (ii) during the construction of the Public Improvements, it shall pay, prior to delinquency, any taxes, payments in lieu of taxes, and assessments which are due and payable and which are levied, assessed or imposed upon the real property on which the Public Improvements are constructed or the Public Improvements; *provided, however*, Developer shall retain its right to contest any such payments prior to Construction Approval of the Public Improvements, at which time all payments shall be paid and all delinquencies resolved.

Section 6. Miscellaneous.

(a) Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid or sent by national overnight delivery service, addressed to the City at: The City of Marysville, Ohio, 209 South Main Street, Marysville, Ohio 43040, Attention: Mayor and to the Developer. The City and the Developer may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices, designations, certification, requests or other communications shall be sent.

(b) Extent of Covenants; No Personal Liability; Conflicts of Interest. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to be a representation, warranty, covenant, agreement, obligation or stipulation of any present or future member, officer, agent or employee of the Developer, the City or the legislative authority of the City in other than his or her official capacity, and none of such members, officers, agents, employees, including any official executing this Agreement, shall be subject to any personal liability or accountability by reason of the representations, warranties, covenants, agreements, obligations or stipulations of the City or the Developer contained in this Agreement. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

(c) Waiver. In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either the City or the Developer and the breach shall have been waived thereafter by the City or the Developer, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach under this Agreement.

(d) No Remedy Exclusive. Unless provided expressly otherwise herein, no right, remedy or power conferred upon or reserved to either the City or the Developer under this Agreement is intended to be exclusive of any other available right, remedy or power, but each right, remedy and power shall be cumulative and concurrent and shall be in addition to every other right, remedy and power available under this Agreement or existing at law, in equity or by statute or otherwise now or hereafter.

(e) Amendment. This Agreement may be amended by written instrument duly executed by the City and the Developer, and the Developer acknowledges that an amendment may require legislation by the City Council of the City. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Public Improvements.

(f) Binding Effect; Assignment. The City and the Developer will each observe and perform faithfully at all times their respective covenants, agreements and obligations under this Agreement. This Agreement may not be assigned by either party hereto without the written consent of the other party.

(g) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, (i) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein; (ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and (iii) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

(h) Governing Law and Jurisdiction. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City and the Developer arising out of or relating to this Agreement or its breach shall be filed and decided in a court of competent jurisdiction within Union County, Ohio. The City and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by both parties in writing.

(i) Captions. The captions and headings in this Agreement are for guidance, reference, and convenience of the reader only and shall not define, limit or otherwise affect the scope or intent of any of the terms or provisions of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Signatures transmitted by facsimile or electronic means shall be deemed to be original signatures.

(k) Effective Date. This Agreement shall be and remain in full force and effect from the date it is executed by each of the City and the Developer.

IN WITNESS WHEREOF, the City and the Developer, each by a duly authorized representative, have caused this Agreement to be executed on this [_____] day of [_____], 2015.

Witnesses:

4-24-17
Signature Date
Printed Name: Corey D. Theuerkauf.

Signature Date 4/24/17
Printed Name: David Cobb

DEVELOPER:

4/24/17
Developer's Signature Date
Company Name:
Rockford Homes

Witnesses:

Signature Date
Printed Name:

Signature Date
Printed Name:

CITY OF MARYSVILLE, OHIO:

Signature Date
Terry Emery
City Manager

Approved as to Form:

Signature Date
Tim Aslaner
Law Director

EXHIBIT A

FORM OF PERFORMANCE BOND

City of Marysville
Division of Engineering
209 South Main Street, Marysville, Ohio 43040
Phone: (937) 645-7350 Fax: (937) 645-7351

Plan Review and Inspection Fees

Project Name:	Mitchell Highlands - Section 1		
Developer/Engineer:	Rockford Homes / Civil & Environmental Consultants, Inc.		
Contact:	Mr. Michael Reeves, P.E.	Phone Number:	(614) 540-6633
Email:	mreeves@cecinc.com		
Prepared By (Marysville):	Kyle Hoyng	Date:	4/20/2017

Engineering Plan Review Fees

($200.00 plus $80.00 per plan sheet, $200.00 per Stormwater Management Report)

Construction Plans	Number of Plan Sheets	Plan Review Fees
Street, Storm Sewer and Water Improvements	15	$1,400.00
Sanitary Sewer Improvements	6	$680.00
	Total Engineering Review Fees:	**$2,080.00**

Inspection Fees

(8.0% of the 1st $1,000,000 of estimated construction cost, plus 4% of the estimated construction costs greater than $1,000,000 but less than $2,000,000, plus 2% of the estimated construction cost over $2,000,000)

Utility	Construction Costs	Inspection Fees
Wastewater	$185,862.00	$14,868.96
Water	$174,450.00	$13,956.00
	Total Inspection Fees:	**$28,824.96**

City of Marysville Fee Summary

Engineering Plan Review Fees	$2,080.00
Inspection Fees	$28,824.96
Total City of Marysville Fees:	**$30,904.96**

City of Marysville Performance Bond

To meet City Code (Section 1104.07), a Performance Bond in the amount of 120% of the estimated construction cost for public improvements is required.

Construction Cost:	$360,312.00
Performance Bond Amount Required	$432,374.40

Prior to construction, the following items shall be submitted to the City of Marysville:

City of Marysville Engineering Review and Inspection Fees:	$30,904.96
City of Marysville Performance Bond:	$432,374.40

A check in the amount of **$30,904.96** shall be made out to:

City of Marysville
209 South Main Street
Marysville, OH 43040

Please contact us if you need additional clarification or wish to discuss this invoice in further detail.

Sincerely,

Kyle Hoyng

Kyle Hoyng, P.E.
Utility Engineer

cc: Jeremy Hoyt, P.E., Mike Andrako, P.E., Scott Sheppeard, Amanda Dunnavant

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

BOND# PB00209600241

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That Rockford Homes, Inc. , as Principal (hereinafter called the Principal) and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Ohio , as Surety (hereinafter called the Surety) are held and firmly bound to City of Marysville (hereinafter called the Obligee) in the Penal Sum of Four Hundred Thirty Two Thousand Three Hundred Seventy Four and 40/100Dollars ($432,374.40) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT: The above named Principal has entered into an agreement, dated _____ with the Obligee to do and perform Work, to wit:

Mitchell Highlands – Section 1

WHEREAS: If the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: 1) Cure the default, 2) Complete the agreement in accordance with its terms and conditions, or 3) Tender to the Obligee funds, to an amount not to exceed the penal sum of the bond as defined in this Bond, sufficient to pay the cost of completion of the remaining improvements in accordance with the agreement. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.

PROVIDED, HOWEVER: That this bond is subject to the following conditions:

1. The Penal Sum shall be automatically reduced, without notice to Obligee, Surety, or Principal as the Work is completed. The Penal Sum shall be defined as the smallest amount of the following items:
    a. The amount listed as Penal Sum above
    b. The amount provided by current or any future Engineer's Estimates, including the 10% contingency
    c. The amount of work remaining plus 10% that is listed on any document signed by the Obligee or Obligee's representatives, including but not limited to any Certifications or AIA Documents
    d. Any formal reduction or release by the Obligee via resolution, meeting, letter, or other means.

2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one (1) year from termination or expiration of the bond term.

County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

***Public Service** with integrity*

October 8, 2017

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Re: Mitchell Highlands Section 1
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on September 25, 2017. The construction drawings have been approved by our office. Construction work has commenced on site, but has not been completed. As such, we have requested and received a performance bond for improvements shown on the plat. Our Prosecutor's Office is in the process of reviewing the performance bond and we anticipate gaining Commissioners approval prior to the Executive Committee meeting. We also have technical comments from our review of this amended plat:

1. Add language that all monumentation shall be placed prior to the established completion date, or prior to the sale of each lot, whichever occurs first.
2. We have several technical issues that have been discovered on the plat and need corrected. I have attached copies of the markups of the plat from our office for clarification.

Due to the outstanding comments, we do not feel comfortable issuing an endorsement of approval at this time. However, due to the nature of the comments, we feel that they can be addressed by the October 12th Zoning and Subdivision Committee/Executive Committee meetings. I will keep you updated on the status of the above outstanding comments and issue correspondence of approval when these items are addressed. If you have any questions or concerns, feel free to contact me at (937) 645-3165.

Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Bill Narducci

Bill Narducci, P.E.
Assistant County Engineer
Union County Engineer

Enc: Plat Markups

MITCHELL HIGHLANDS SECTION 1

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

INSTR #

PARCEL ID's & MAP #'s (TO BE CONSISTENT WITH SEC 2)

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME IN VIRGINIA MILITARY SURVEY 5134, BEING PART OF THAT 95.035 ACRES TRACT OF LAND CONVEYED TO ROCKFORD HOMES, INC., BY DEED OF RECORD IN OFFICIAL RECORD VOLUME ____, PAGE ____, ALL OF THE REMAINDER OF THAT 3.682 ACRES AS CONVEYED TO ROCKFORD HOMES, INC. OF RECORD IN INSTRUMENT 201608310007043, AND ALL OF THAT 5.380 ACRES AS CONVEYED TO ROCKFORD HOMES, INC. OF RECORD IN INSTRUMENT 201609290007931, (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO).

KNOW ALL MEN BY THESE PRESENTS THAT ROCKFORD HOMES, INC., BY DONALD WICK, AREA EXECUTIVE VICE PRESIDENT, OWNER OF THE LANDS INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE PUBLIC ROAD AND RIGHT OF WAY OF DEWITT ROAD AND WINDSOR CURVE TO THE PUBLIC USE FOREVER.

EASEMENTS ARE HEREBY RESERVED, IN, OVER, AND UNDER AREAS DESIGNATED ON THIS PLAT AS "EASEMENT, UTILITY EASEMENT, DRAINAGE & UTILITY EASEMENT", EASEMENTS DESIGNATED AS "EASEMENT" PERMIT THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH, AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

WITHIN THOSE AREAS OF LAND DESIGNATED "EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER ABOVE GROUND STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS, OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT. EASEMENT AREAS SHOWN HEREON OUTSIDE OF THE PLATTED AREA ARE WITHIN LANDS OWNED BY THE UNDERSIGNED AND EASEMENTS ARE HEREBY RESERVED FOR THE USES AND PURPOSES EXPRESSED HEREIN.

THE EASEMENTS SHOWN HEREON OUTSIDE OF THE PLATTED AREA OF LAND OWNED BY ROCKFORD HOMES, INC., ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENTS" PARAGRAPH.

IN WITNESS WHEREOF, DONALD WICK, AREA EXECUTIVE VICE PRESIDENT OF ROCKFORD HOMES, INC., HAS HEREUNTO SET HIS HAND THIS ____DAY OF _____.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

ROCKFORD HOMES, INC.,

BY: _____

DONALD WICK, PRESIDENT
AREA EXECUTIVE VICE PRESIDENT

STATE OF OHIO
COUNTY OF UNION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED DONALD WICK, AREA EXECUTIVE VICE PRESIDENT, PRESIDENT OF SAID ROCKFORD HOMES, INC., WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS ____DAY OF _____.

MY COMMISSION EXPIRES _____.

_____

17.791 Ac

ACREAGE BREAKDOWN

TOTAL ACREAGE:	17.768	
ACREAGE IN LOTS 123-152 INCLUSIVE:	8.607	8.608
ACREAGE IN OPEN SPACES:	6.914	6.937
ACREAGE IN RIGHT-OF-WAYS:		
DEWITT ROAD:	1.872	
WINDSOR CURVE:	0.575	

PARCEL #: 17-0022040.0010
MAP #: 135-00-00-070.001

PARCEL #: 17-0022028.0010
MAP #: 135-00-00-071.003

PARCEL #: 17-0022019.0000
MAP #: 135-00-00-082.000

SETBACKS

FRONT YARD	25 FEET
SIDEYARD	5 FEET
REAR YARD	30 FEET

DENSITY

GROSS (NUMBER OF LOTS / TOTAL AREA) = 1.643
NET (NUMBER OF LOTS / LOT AREA) = 3.398

REVIEWED THIS ____ DAY OF _____

_____
CHAIRMAN, JEROME TOWNSHIP TRUSTEE

APPROVED THIS ____ DAY OF _____

_____
UNION COUNTY ENGINEER

APPROVED THIS ____ DAY OF _____

_____
UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS ____ DAY OF _____

_____
LOGAN-UNION-CHAMPAIGN
REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS____DAY OF_____, 2017 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS ____DAY OF _____.

UNION COUNTY COMMISSIONERS:

_____

_____

_____

_____

TRANSFERRED THIS ____ DAY OF _____

_____
UNION COUNTY AUDITOR

FILED FOR RECORD THIS ____ DAY OF _____, AT ____.

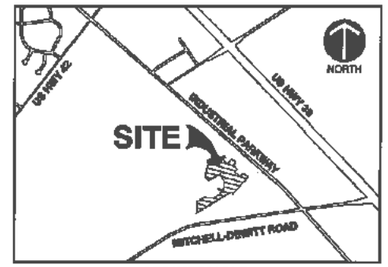
RECORDED THIS____ DAY OF _____, ____, IN PLAT CABINET _____, SLIDE _____

BOOK PAGE

_____
UNION COUNTY RECORDER

OWNED AND DEVELOPED BY:

ROCKFORD HOMES INC.
999 POLARIS PARKWAY, SUITE 200
COLUMBUS OHIO, 43240



VICINITY MAP
NOT TO SCALE

UTILITY COMPANIES:

AMERICAN ELECTRIC POWER
850 TECH CENTER DRIVE
GAHANNA, OHIO 43230
614-883-6817

COLUMBIA GAS OF OHIO, INC.
1600 DUBLIN ROAD
614-481-1000

SBC
150 EAST GAY STREET, ROOM 6C
COLUMBUS, OHIO 43215
614-223-5780

INSIGHT COMMUNICATIONS
3770 EAST LIVINGSTON AVENUE
COLUMBUS, OHIO 43220

TIME WARNER CABLE
1268 DUBLIN ROAD
COLUMBUS, OHIO 43215
614-481-5000

WIDE OPEN WEST
2560 WINCHESTER PIKE
COLUMBUS, OHIO 43232
614-236-3931

UNION RURAL ELECTRIC
15461 STATE ROUTE 36
MARYSVILLE, OHIO 43040
937-642-1826

CITY OF MARYSVILLE
209 S. MAIN STREET
MARYSVILLE, OHIO 43040
937-645-7350

OWNERSHIP:
SANITARY SEWER, GAS LINES, ELECTRIC LINES AND TELECOMMUNICATIONS ARE OWNED AND MAINTAINED BY THE RESPECTIVE SERVICE PROVIDERS AND ARE INSTALLED WITHIN EASEMENTS FOR ACCESS AND MAINTENANCE AS DESCRIBED IN "UTILITY EASEMENTS"

SURVEY DATA:

BASIS OF BEARINGS:
THE BEARINGS AS DESCRIBED ABOVE ARE BASED ON THE BEARING OF NORTH 03°37'33" EAST FOR A PORTION OF THE CENTERLINE OF BRENTHELL AVENUE AS DETERMINED BY GPS OBSERVATIONS USING ODOT VRS, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE, AT THE TIME OF THE SURVEY.

SOURCE DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" REBAR, THIRTY INCHES LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC".

PERMANENT MARKERS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC".

CERTIFICATION:
THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 2.133 ACRES IN STREETS, 6.914 ACRES IN OPEN SPACE, AND 8.607 ACRES IN LOTS MAKING A TOTAL OF 17.854 ACRES.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT. ALL MEASUREMENTS ON CURVES ARE CHORD DISTANCES.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 1, AS SURVEYED JULY 2016.

CHECK #'s

_____
MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

REVISION RECORD

NO	DATE	DESCRIPTION

CEC
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 280 · Worthington, OH 43085
614-540-6633 · 888-588-8866
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 1

DATE:	APRIL 2017
DWG SCALE:	N/A
PROJECT NO:	
APPROVED BY:	

DRAWN BY:	JMC
CHECKED BY:	JWC
	160-054
	MAB

DRAWING NO.:
PLAT
SHEET 1 OF 3

PLAT1(SEC 1).dwg, Layout1(SEC 1), 12/6/2017 1:57 PM, Jeffrey - 17-0022017

MITCHELL HIGHLANDS SECTION 1

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

17.791, Ac

17.791 Ac
8.008 Ac
6.937 Ac,

10.225 ?

NOTE "A": ACREAGE BREAKDOWN

TOTAL ACREAGE:	17.768
ACREAGE IN LOTS 123–152 INCLUSIVE:	8.807
ACREAGE IN OPEN SPACES:	6.914
ACREAGE IN RIGHT–OF–WAYS:	
DEWITT ROAD:	1.572
WINDSOR CURVE:	0.675
TOTAL:	2.247

PARCEL#	
17–0022019.0000	10.202
17–0022026.0010	5.380
17–0022040.0010	2.186
TOTAL: 17.768	

NOTE "B": NON–EXCLUSIVE UTILITY EASEMENTS ARE PLATTED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES, STORM WATER MANAGEMENT, AND SERVICE CONNECTIONS THERETO, ABOVE AND BENEATH THE SURFACE OF THE GROUND;

NOTE "C": AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 1 IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE 500–YEAR FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

NOTE "D": DRIVES SHALL NOT ENCROACH INTO ANY SIDE YARD EASEMENT.

NOTE "E": NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT–OF–WAY IS EXTENDED BY PLAT OR DEED.

NOTE "F": "BE ADVISED: A SUB–SURFACE DRAINAGE SYSTEM MAY EXIST ON THIS SITE. THE SYSTEM AND/OR OUTLET IF LOCATED ON THIS PROPERTY MUST BE MAINTAINED AT ALL TIMES.";

NOTE "G": "ZONING SETBACKS REFLECT CURRENT ZONING STANDARDS AT THE TIME OF THE ZONING INSPECTOR'S SIGNATURE OF THE FINAL PLAT AND ARE NOT SUBDIVISION PLAT RESTRICTIONS";

NOTE "H": THE JEROME TOWNSHIP TRUSTEES SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER PIPE AND DRAINAGE STRUCTURES WITHIN MITCHELL HIGHLANDS SECTION 1, ROAD RIGHT OF WAYS.

NOTE "I": UTILITY EASEMENTS: WE THE UNDERSIGNED OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, DAYTON POWER & LIGHT, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES) A PERMANENT RIGHT–OF–WAY AND EASEMENT A MINIMUM IF TEN (10) FEET IN WIDTH UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR SHOWN HEREON AND PARALLEL WITH THE CONTIGUOUS TO DEWITT ROAD AND WINDSOR CURVE AND ALSO UPON LAND AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH UNDERGROUND ELECTRIC, WATERLINES, SEWER LINES, GAS, AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPE LINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS, AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENTS PREMISES. SAID EASEMENTS RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES AND LANDSCAPING, INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE, RIGHT TO INSTALL, REPAIR, AUGMENT, AND MAINTAIN SERVICE CABLES, AND PIPE LINES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES OF THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT–OF–WAY AND EASEMENT GRANT.

NOTE "J": DRAINAGE EASEMENT: WE THE UNDERSIGNED OWNERS OF THE PLATTED LAND, DO HERE BY GRANT UNTO UNION COUNTY AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES), A PERMANENT EASEMENT WITHIN AREAS DESIGNATED "DRAINAGE EASEMENT", "UTILITY EASEMENT" AND "DRAINAGE AND UTILITY EASEMENT" TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE DRAINAGE FACILITIES SUCH AS STORM SEWERS, DRAINAGE SWALES OR COURSES AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DRAINAGE REQUIRED FOR PUBLIC OR PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENT PREMISES. NO PERMANENT STRUCTURES, PLANTINGS, ETC. SHALL BE PERMITTED IN THE EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE, WITHOUT LIABILITY, TREES AND LANDSCAPING, INCLUDING LAWNS OR ANY OTHER STRUCTURE WITHIN SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF FACILITIES.

NOTE "K": RESERVE "A" AND RESERVE "B", SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN MITCHELL HIGHLANDS SECTION 1, SUBDIVISION FOR THE PURPOSE OF COMMON OPEN SPACE AND STORM WATER RUN–OFF FACILITIES. ALL OF RESERVE "A" SHALL BE DESIGNATED AS A DRAINAGE EASEMENT WITH EXCEPTION OF THAT AREA WITHIN THE CONSERVATION EASEMENT.

NOTE "L": THE DRAINAGE AND CONSERVATION EASEMENT SHOWN HEREON IS FOR THE PURPOSE OF PRESERVING THE INTEGRITY OF THE DEFINED JURISDICTIONAL STREAM AND WETLAND AREAS PER THE 401 AND 404 PERMITS FOR THIS DEVELOPMENT. NO STRUCTURES OR IMPROVEMENTS FOR THIS DEVELOPMENT OF ANY KIND MAY BE PLACED UPON, IN OR UNDER THE AREA DESIGNATED HEREON AS CONSERVATION EASEMENT FOR THIS DEVELOPMENT, NOR SHALL ANY WORK BE PERFORMED THEREON WHICH WOULD ALTER THE NATURAL STATE OF THE EASEMENT OR DAMAGE ANY OF THE TREES OR VEGETATION THEREIN.

ALL DRAINAGE AND CONSERVATION EASEMENTS DELINEATED WITHIN THE SITE SHALL BE ACCESSIBLE TO THE UNION SOIL AND WATER CONSERVATION DISTRICT FOR DRAINAGE MAINTENANCE ISSUES.

CONSERVATION EASEMENT TOTAL ACREAGE: 1.093 ACRES

NOTE "M": TREE AND MOUNDING BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS SECTION 1" SUBDIVISION FOR THE PURPOSE OF OPEN SPACE, ANY USES ALLOWED BY THE THEN CURRENT ZONING. THE TREE AND MOUNDING BUFFER EASEMENT SHALL ALSO BE DESIGNATED AS A "NO BUILD ZONE" AND SHALL REMAIN FREE OF ALL STRUCTURES, INCLUDING BUT NOT LIMITED TO SHEDS, FENCES (OTHER THAN DEVELOPER INSTALLED ENTRY FEATURE), SWING SETS, PLAY STRUCTURES, SATELLITE DISH ANTENNAS, AND THE LIKE. MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION, INC. SHALL AT THEIR EXPENSE REPLACE DEAD TREES IN THE TRESS AND MOUNDING BUFFER ZONE.

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 47°52'36" W	14.28'
L2	N 76°17'28" W	108.39'
L3	N 28°06'36" W	60.66'
L4	N 19°10'57" E	21.93'
L5	N 71°57'03" W	54.82'
L6	N 36°09'00" E	20.00'
L7	N 36°26'04" E	64.53'
L8	N 49°01'47" W	212.08'
L9	N 40°56'13" E	20.00'
L10	S 49°01'47" E	231.58'
L11	S 33°30'22" E	36.51'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	S 06°12'26" W	186.51'
L13	S 19°42'08" W	29.66'
L14	S 70°17'52" E	20.00'
L15	S 19°42'08" W	175.19'
L17	S 63°44'37" W	66.00'
L18	S 26°29'38" W	274.08'
L19	N 33°30'22" W	127.66'
L20	S 56°29'38" W	8.00'
L21	N 56°29'38" E	280.38'
L22	N 63°44'37" E	66.26'
L23	N 14°08'53" W	61.96'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	N 75°47'58" W	39.54'
L25	N 18°42'08" E	406.13'
L26	S 41°06'32" W	122.47'
L27	S 56°31'48" W	186.48'
L28	S 03°56'21" E	102.72'
L29	S 60°06'52" W	76.52'
L30	N 60°06'52" E	80.24'
L31	S 03°56'21" E	75.41'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	150.00'	21°57'13"	56.66'	56.27'	N 37°03'59" W
C2	525.00'	19°58'18"	183.00'	182.07'	N 38°14'32" W
C3	500.00'	32°03'47"	279.80'	276.17'	N 62°15'34" W
C4	500.00'	8°26'58"	73.73'	73.66'	N 58°27'08" W
C5	500.00'	23°36'59"	206.07'	204.62'	N 66°29'02" W
C6	250.00'	67°29'15"	294.47'	277.74'	S 01°34'46" W
C7	120.00'	21°57'13"	45.25'	45.01'	S 37°03'59" E
C8	150.00'	21°37'13"	57.62'	57.32'	N 37°03'59" W
C9	525.00'	19°58'18"	183.48'	182.48'	N 38°14'32" W
C10	495.00'	19°58'18"	172.54'	171.67'	N 38°14'32" W
C11	330.00'	30°08'47"	278.56'	275.56'	N 61°18'04" W
C12	470.01'	15°01'13"	123.22'	122.86'	N 70°46'51" W
C13	35.00'	86°26'56"	50.14'	53.01'	S 84°32'31" W
C14	35.00'	85°33'37"	50.23'	53.07'	N 13°56'25" W
C15	220.00'	67°16'16"	258.43'	243.83'	S 01°40'15" W
C16	280.00'	53°02'55"	308.11'	292.80'	S 03°47'37" W
C17	555.00'	1°28'38"	13.82'	13.82'	N 29°58'11" W
C18	555.00'	6°53'27"	66.12'	66.08'	N 32°07'41" W
C19	555.00'	6°53'27"	66.12'	66.08'	N 41°01'08" W
C20	555.00'	0°45'50"	7.40'	7.40'	N 45°50'48" W

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C21	530.00'	4°20'13"	40.12'	40.11'	N 48°23'48" W
C22	530.00'	9°17'28"	85.95'	85.85'	N 58°12'40" W
C23	530.00'	9°17'28"	85.95'	85.85'	N 54°30'08" W
C24	530.00'	7°13'38"	66.85'	66.80'	N 72°45'40" W
C25	280.00'	1°15'37"	6.16'	6.15'	S 34°41'33" W
C26	280.00'	12°48'57"	62.63'	62.50'	S 27°58'18" W
C27	280.00'	14°16'37"	69.77'	69.58'	S 14°06'31" W
C28	280.00'	11°30'02"	56.20'	56.11'	S 01°13'12" W
C29	280.00'	11°33'25"	56.48'	56.38'	S 10°18'32" E
C30	280.00'	11°36'14"	56.87'	56.77'	S 21°54'22" E
C31	220.00'	37°05'12"	142.47'	139.98'	S 13°25'46" E
C32	220.00'	30°12'04"	115.96'	114.63'	S 20°13'21" W
C33	495.00'	6°28'53"	51.91'	51.81'	N 41°29'15" W
C34	495.00'	10°38'27"	90.63'	90.51'	N 31°30'07" W
C35	180.00'	3°32'44"	11.14'	11.14'	S 28°01'46" E
C36	180.00'	18°04'29"	56.78'	56.55'	S 35°50'21" E
C37	550.00'	2°15'34"	21.89'	21.89'	S 52°44'13" E

STANDARD DEED RESTRICTIONS FOR UNION COUNTY:

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATIONS DEPARTMENT.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR THE RESERVE AT NEW CALIFORNIA PHASE 1.

ADDITIONAL DEED RESTRICTIONS

1. TREES TO BE CLEARED IN BUILDING AREA PLUS 25' ONLY.
2. NO DIRT SHALL BE SPOILED IN THE TREED AREA. EXCESS DIRT SHALL BE DISPOSED OF OFF–SITE.
3. DEVELOPER WILL PROVIDE AREA TO DUMP EXCESS DIRT.
4. SEE DECLARATIONS, CREATING AN ESTABLISHING A PLAN FOR OWNERSHIP OF MITCHELL HIGHLANDS SECTION 1, O.R. _____, PG. ____, FOR ADDITIONAL DEED RESTRICTIONS.

REVISION RECORD

NO	DATE	DESCRIPTION

CEC
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6986
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 1

DATE: APRIL 2017 | DRAWN BY: JEC
DWG SCALE: 1"=60' | CHECKED BY: JWC
PROJECT NO: 163-899
APPROVED BY: MAS

DRAWING NO.: PLAT
SHEET 3 OF 3

MITCHELL HIGHLANDS SECTION 1

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

NORTH
SCALE IN FEET
0 60 120

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 1

DATE:	APRIL 2017	DRAWN BY: JEC
DWG SCALE:	1"=60'	CHECKED BY: JWC
PROJECT NO:		162-554
APPROVED BY:		MAS

DRAWING NO.:
PLAT
SHEET 2 OF 3

CONSERVATION EASEMENT (SEE NOTE "L")
RESERVE "A" (SEE NOTE "K") 4.593 AC.
RESERVE "B" (SEE NOTE "K") 2.344 AC.
15' TREE AND MOUNDING BUFFER (SEE NOTE "M")
30' TREE AND MOUNDING BUFFER (SEE NOTE "M")
DEWITT ROAD (60' R/W)
WINDSOR CURVE (60' R/W)
MITCHELL CROSSING P.B. 5, PG. 379B-379B

GARY & MARY ANN JARRELL 2.210 ACRES O.R. 39, PG. 141
JONATHON W. & JANET L. KETCHUM 5.150 ACRES O.R. 203, PG. 723
DONALD R. & NORA A. LUDWIG 2.814 ACRES O.R. 278, PG. 758
ALAN R. & MARY L. MCDONALD 3.165 ACRES IN. 201403250001873
ROY A. & AMBER MACK 2.491 ACRES IN. 201405150003195
ROCKFORD HOMES, INC. 88.785 ACRES IN. 201608240006790
ARUTHUR C. & MARCIA K. EASCHANGEL 1.136 ACRES O.R. 918, PG. 074
EARL R. & LINDA G. CRINNETT 1.130 ACRES IN. 201503120000303 D.R. 311, PG. 766
DAVID M. & SHEILA R. STAATS 5.059 ACRES D.R. 311, PG. 766
JAMES L. & CONNIE M. SHAW 1.000 ACRES D.R. 304, PG. 711
RICHARD S. MAAG 1.000 ACRES O.R. 670, PG. 800
ALBERT L. & FLORENCE M. SCHOBY TRUSTEES (1/2 INTEREST) UNDER THE ALBERT L. SCHOBY LIVING TRUST & FLORENCE M. SCHOBY AND ALBERT L. SCHOBY, TRUSTEES (1/2 INTEREST) UNDER THE FLORENCE M. SCHOBY LIVING TRUST 7.842 ACRES O.R. 272, PG. 320
NEW START DEVELOPMENT CO., LLC. 1.500 ACRES IN. 201609290007926

ROCKFORD HOMES, INC. 95.035 ACRES IN. 201608240006790 PID 17-00022019.0000 Map# 135-00-00-052.000
ROCKFORD HOMES, INC. 5.380 Ac IN. 201609290007931 PID# 17-00022046.0000 Map# 135-00-00-071.003
ROCKFORD HOMES, INC. OP-16-3682 Ac IN. 201608310007043 PID# 17-00022040.0000 Map# 135-00-00-070.001
OP-16 7.812 Ac
Future San. Esmt.

Jerome Township
Union County, Ohio

9777 Industrial Parkway
Plain City, Ohio 43064
Office (614) 873-4480
Fax (614) 873-8664

October 2, 2017

Bradley J. Bodenmiller
LUC Regional Planning Commission
10820 SR 347
East Liberty, Ohio 43319

RE.: Mitchell Highlands, Section 1 – Final Plat

Dear Brad,

I have reviewed the Final Plat for Section 1 of Mitchell Highlands as sent to our office on September 25, 2017. The Final Plat as filed seems to generally comply with the layout of the proposed single-family lots as approved by the Zoning Commission as part of the Final Development Plan (FDP) for this section of Mitchell Highlands. However, the lot numbering is inconsistent with the REVISED March 31, 2017 FDP. It is, however, consistent with the original February 2017 FDP. The original Zoning Plan indicated two (2) FUTURE lots at the west end of Section 5, designated as Future 1 and Future 2. However, as I understand it, it was required that these two future lots be assigned lot numbers, which resulted in the sequencing of lot numbers shifting. However, the lot numbers were shifted back on the REVISED March 31, 2017 FDP to match the original zoning plan for FDP approval by the Zoning Commission. The Township has no issues with all lots having lot numbers.

Our review is limited solely to the issues relating to compliance with the approved zoning, such as the proposed lot count, lot sizes, setbacks, open space percentages, etc. As such the **zoning office has no major concerns** with the Final Plat as filed. As always, the townships review is limited strictly to zoning related items and does not cover technical related issues such as traffic, access, or site engineering. Please feel free to contact me at your convenience with any questions you may have regarding this review or the pending Final Plat Approval.

Based upon this review **our office has no comments or concerns** regarding the plat and would raise no issues in regards to its pending approval.

Respectfully,

Mark Spagnuolo
Jerome Township Zoning Officer

Engineering, Planning and Zoning
City Hall, 209 South Main Street
Marysville, Ohio 43040-1641
(937) 645-7350
FAX (937) 645-7351
www.marysvilleohio.org

Ocotber 4, 2017

Bradley J. Bodenmiller
LUC Regional Planning Commission
9676 East Foundry
East Liberty, OH 43319

Subject: **Mitchell Highlands Section 1**
Final Plat Comments

The City of Marysville has reviewed the Final Plat for the Mitchell Highlands, Section 1 development and recommends approving the Final Plat upon addressing the following comments:

Sheet 1 of 3:

1. Please include "waterlines" to the "ownership" section on this sheet.

Sheet 2 of 3:

1. Please label and define the utility easement between Lots 136 and 137.
2. Please include language allowing sanitary sewer / lateral installation and maintenance (performed by both public and private entities) within the proposed Reserve "A" and Reserve "B".

Sheet 3 of 3:

1. It appears there is a spelling error in Note "I", Line 12. I believe "MAT" should be "MAY". Please confirm.

Please contact us if you need additional clarification or wish to discuss these comments further.

Sincerely,

Kyle Hoyng, P.E.
Utility Engineer

cc. Jeremy Hoyt, P.E. (City of Marysville)
Mike Andrako, P.E. (City of Marysville),
Scott Sheppeard (City of Marysville)
Rich Felton (City of Marysville)

URE
Union Rural Electric

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Your Touchstone Energy® Cooperative

October 4, 2017

Bradley Bodenmiller
LUC Regional Planning Commission
9676 E. Foundry St.
East Liberty, OH 43319

RE: UREC comments for Mitchell Highlands Section 1 – Final Plat

Brad,

Noted comments per paper drawings received 09/28/17. Drawing set of 3 sheets issued Plat for Mitchell Highlands Section 1, Dated September 2017:

1) Sheet 1 of 3 – Cover Sheet / Site
   a) No reference to number of lots in development.
   b) Dewitt Drive is not listed in dedicated public road and right of way listing. Only Dewitt Road and Windsor Curve are noted. Drawing 2 of 3 has noted Dewitt Drive.
   c) Noted Easement language are for Utility and Drainage easements to be shared by public and quasi-public – reference dimensions on sheet 2.
   d) Noted Items:
      - Front Setback: 25 FT from edge of R/W
      - Side Yard Setback: 5 FT per side
      - Lots 129-140 Side Yard 10 FT min. 20 FT total
      - Rear Setback: 30 FT

2) Sheet 2 of 3 –
   e) No reference to number of lots in development.
   f) Number of Lots: 30
      Lots 123 through 152
   g) Noted Utility Easements are 25 feet from edge of road/ street right of way to build setback throughout development.
   h) Request clarification for the width of Utility Easement adjacent to lot 129 that extends towards Section 2. No referenced length or line table number.
   i) Concern with no reference to easement beyond line table number L36 toward Section 2. Reference Section 2 comments. (Need to extend 25 feet of Utility Easement from line table number L36 to edge of Lot 89) URE require continuous easements for installation of electrical facilities.
   j) Developer to install creek/stream/wetland crossing conduits (directional bore if applicable) 10 feet beyond creek/stream/wetland protection easements (when applicable). See attached road crossing drawing.

3) Sheet 3 of 3 –
    k) Comments for notes:
        - Note "B" – Reference Non-Exclusive Utility Easements
        - Note "I" – Utility Easements for URE will use the 10 FT width adjacent to the setback for electrical facilities to serve home lots. Other electrical facilities will use the 10 FT width from center of electrical facilities as installed in right of way to avoid other utilities. Need to replace Dewitt Road with Devitt Drive in street listing
    l) URE electric services are from front lot.
    m) URE easement requirements are 20 feet for underground primary and secondary facilities. Actual location of electrical facilities on lots can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet.

Still need to work with developer to complete UREC Development Agreement.

Regards,

Ron Rockenbaugh
Manager of Engineering Services
Union Rural Electric Cooperative, Inc.
PO Box 393
15461 US Route 36
Marysville, Ohio 43040
Direct: (937) 645-9241

Mitchell Highlands

Road Crossings - Sections 1 & 2
10/04/2017

15461 US Route 36 E • Marysville, OH 43040-0393
(937) 642-1826 • (800) 642-1826 • Fax (937) 644-4239
www.ure.com • October 2017

0 62.5 125 250 375 500 Feet

N

Conduit - Sections 1 & 2

Conduit - other

INDUSTRIAL

Camberly Ave

Highlands Ave

Greystone Ct

Alnwick Loop

Windsor Curve

Dewitt Rd

8 - 4" Conduits

8 - 4" Conduits

8 - 4" Conduits

10 - 4" Conduits

12 - 4" Conduits

12 - 4" Conduits

8 - 4" Conduits

12 - 4" Conduits

8 - 4" Conduits

8 - 4" Conduits

12 - 4" Conduits

8 - 4" Conduits

1 2 3 4 5 6 38 107 101 100 53 52 54 55 56 114 113 112 111 110 109 108 96 97 98 99 95 94 93 92 91 90 89 88 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 150 151 149 152 128 127 126 125 124 123

Staff Report – Mitchell Highlands Section 2

Applicant:	Rockford Homes c/o Corey Theuerkauf 999 Polaris Parkway, Suite 200 Columbus, OH 43240 ctheuerkauf@rockfordhomes.net Civil & Environmental Consultants c/o Mark Smith 250 Old Wilson Bridge Road, Suite 250 Worthington, OH 43085 msmith@cecinc.com
Request:	Approval of Mitchell Highlands Section 2 – Final Plat.
Location:	Located west of the intersection of Industrial Parkway and Mitchell-Dewitt Road in Jerome Township, Union County.

Staff Analysis:	This Final Plat involves 26.059 acres of land and proposes 33 single-family residential lots. Acreages: ○ 4.265 acres in right-of-way ○ 10.484 acres in single-family residential lots ○ 11.310 acres in open space Proposed utilities: ○ City of Marysville public water service ○ City of Marysville public sanitary waste disposal Preliminary Plat: ○ The Preliminary Plat was approved on 09-08-16. • **Union County Engineer's Office** ○ No comments received as of 10-04-17. • **Union County Soil & Water Conservation District** ○ No comments received as of 10-04-17. • **Union County Health Department** ○ No comments received as of 10-04-17. Standard comments from the Health Department are below: 1. "All efforts should be made to provide a point of connection (via easements and/or services lines) to both water and sewer to any adjacent home,

business, or any other facility that is serviced by a private water system (PWS) and or sewage treatment system (STS)."

2. "Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
3. "If at any time during development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS."

- **City of Marysville**
  - The City of Marysville submitted comments in a letter dated on 10-04-17. The City recommended approval upon addressing the following comments:
    1. Sheet 1: Include "waterlines" to the "ownership" section on this sheet.
    2. Sheet 2: Label the easement between Lots 95 and 96 as "Utility Easement" instead of "Easement".
    3. Sheet 2: Label and dimension the easement at the southwest extension of southern Alnwick Loop as "Utility Easement".
    4. Sheet 3: It appears there is a spelling error in Note I, Line 10. Please confirm "MAT" or "MAY".

- **Jerome Township**
  - Jerome Township submitted comments in a letter dated 10-02-17. The zoning office has no comments or concerns regarding the plat and would raise no issues in regards to its pending approval.

- **ODOT District 6**
  - No comments received as of 10-04-17.

- **Union Rural Electric**
  - URE submitted comments in a letter dated 10-04-17. **Some** of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)

	1. Sheet 1: Dewitt Drive is not listed in dedicated public road and right-of-way. 2. Sheet 2: Lot 101 is not labeled. 3. Sheet 2: Extend 25 feet of Utility Easement from edge of Lot 89 to exiting easement in Section 1 along Dewitt Drive. URE require continuous easements for installation of electrical facilities. 4. Sheet 2: Note street name changes for connecting sections—Dewitt Road is in Section 1 and Dewitt Drive is in Section 2. 5. Sheet 2: Clarify easement crossing for Lots 99, 100, 107, 108. What is the significance of the dash or solid lines in the easements? 6. Sheet 3: Include Dewitt Drive in street listing of Note I. 7. Sheet 3: Utility easements exist for Reserve F for placement of URE overhead and underground electric facilities. 8. Sheet 3, Note O: Clarify utility easement crossing for Lots 88, 89, 99, 100, 107, 108. What is significance of the dash or solid lines in easement areas? • **LUC Regional Planning Commission** 1. Add to surveyor's certification: "Monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (§323, 9.; 13.) 2. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).

Staff Recommendations:	Staff recommends ***DENIAL*** of Mitchell Highlands Section 2 – Final Plat. Although the minor technical items included in this staff report could be incorporated into the Final Plat Mylar for the 10-12-17 LUC meetings, approval of the outstanding bond or other surety is required before staff is comfortable recommending otherwise (§326).

Staff Report – Mitchell Highlands Section 2

Z&S Committee Recommendations:	

Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

Final Plat Review Checklist

#	Required Item Description	Have	Need
0	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"; drawn in India ink or photographically reproduced on Mylar or other materials of equal permanence.	✓	
1	Name of the Subdivision, location by section, range or township, or Virginia Military Survey (VMS) number; date, north point, written and graphic scale and acreage.	✓	
2	Names and addresses of the subdivider and the professional surveyor who prepared the Final Plat	✓	
3	Plat boundaries, based on accurate traverse, with directional and lineal dimensions.	✓	
4	Bearings and distances to nearest established street lines or other recognized permanent monuments.	✓	
5	Exact locations, right-of-way widths, and names of all streets within and adjoining the plat; building setback lines.	✓	
6	Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths and bearings of chords.	✓	
7	All easements and rights-of-ways provided for public services or utilities. All plats shall contain a restriction that no permanent structures or plantings, etc. shall be permitted in the easement areas.	✓	
8	All lot numbers and lines with accurate dimensions in feet and hundredths. House numbers may be required to be shown.	✓	
9	Accurate location and description of all monuments. The plat shall clearly indicate which monuments are in place at the time of certification of the Final Plat by the surveyor. The plat shall also clearly indicate which monuments will be placed, if any, after construction of the improvements and before the completion date.	✓	
10	Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common uses of all property owners.	✓	
11	The limits of all Flood Hazard Areas (show the FEMA map number and date). Base Flood Elevations and minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	✓	
12	Certain restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision including any restrictions required by the County.	✓	
13	Certification by a professional surveyor to the effect that the plat represents an actual field survey performed by him; that all dimensional details are correct, and that the monuments shown thereon were or will be placed by the established completion date or prior to the sale of each lot, whichever occurs first (See Section 326).	✓	
14	Notarized certification by the owner or owners of the authorization of the plat and the dedication of streets and other public areas.	✓	

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

15	A vicinity map at a scale of generally not more than six thousand feet to an inch (6,000:1) shall be shown on, or shall accompany the Final Plat.	✓	
16	If a zoning change or variance is involved, a letter from the Township Zoning Inspector shall be required indicating that the change or variance has been approved and is in effect.	N/A	
17	A letter from the County Engineer shall be required showing that all required improvements have been either installed and approved by the proper officials or agencies, or that a bond or other surety has been furnished assuring installation of the required improvements.		✓
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.	N/A	
19	Certification by a registered surveyor to the effect that the plat represents a survey completed by the surveyor and that the monuments shown thereon exist as located in all dimensional details are correct.	✓	
20	A notarized acknowledgement of all owners and lien holders to the plat and its restrictions including dedication to the public uses of streets, alleys, parks and other spaces shown thereon and granting required easements.	✓	
21	Approval and acceptance clause for the signatures of a representative of the Logan-Union-Champaign County Regional Planning Commission, the County Engineer, the County Health Department, the Board of County Commissioners, the County Auditor, the County Recorder, and a representative of the Township Trustees in which the subdivision is located.	✓	
22	Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	✓	

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Logan-Union-Champaign
regional planning commission

Application for Final Plat Approval

Date: 9/19/2017

Name of Subdivision: MITCHELL HIGHLANDS SECTION 2

Section/Phase: _____ Block _____

Location: INDUSTRIAL PKWY / MITCHELL DEWITT

Township: JEROME Military Survey: 5134

Complete Parcel(s) Identification Number (PIN): 15-0022018 , 17-0022019

Has a Preliminary Plat been approved for this subdivision?: Yes X No ___ Date: 9/13/2016
SUB-2016-013

Name of Applicant: ROCKFORD HOMES

Address: 999 POLARIS PARKWAY SUITE 200

City: COLUMBUS State: OHIO Zip: 43240

Phone: 614-785-0015 Fax: 614-785-9181 Email: ctheuerkauf@rockfordhomes.n

Name of Owner of property to be subdivided: Rockford Homes

Address: SAME AS ABOVE

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: CIVIL & ENVIRONMENTAL CONSULTANTS - MIKE SMITH

Address: 250 OLD WILSON BRIDGE RD SUITE 250

City: WORTHINGTON State: OH Zip: 43085-

Phone: 614-548-1269 Fax 614 545-6638 Email: msmith@cecinc.com

Proposed Acreage to be Subdivided: 26.059

Current Zoning Classification: PUD

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Acreage w/in Approved Preliminary Plat: 100.91 Acres

Acreage w/in Section ~~and/or Block~~: 26.059 Acres

Number of **APPROVED** lots from Preliminary Plat 164

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

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regional planning commission

Number of Lots **PROPOSED** w/in this Section: 38 (includes reserves)

Number of **APPROVED** units from Preliminary Plat: _____

Number of Units **PROPOSED** w/in this Section: _____

Typical Lot Width: 70 Feet Typical Lot Area: 11874

Single Family Units: _____ Sq. ft Multi-Family Units: _____

Acreage to be devoted to recreation, parks or open space: 11.310 ac on plat - 002

Recreation facilities to be provided: _____

Approved method of Supplying Water Service: Marysville

Approved method of Sanitary Waste Disposal: Marysville

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? NO

Construction improvements have achieved satisfactory completion and has been Certified by the County Engineer in accordance with Section 326 and 330 of the Subdivision Regulation? *If no, continue to next question.* NO

If no to the above question, please submit a Performance Bond in accordance with the following:

Has estimated construction cost been submitted by the responsible design engineer? Yes
Has estimated construction cost been approved by the County Engineer? _____
Bond has been submitted to County Engineer? _____
Bond approved by County Commissioners? _____

For Official Use (33 lots x 40) + 400 = 1720.00

Date filed: 09-21-2017 Filing Fee: $1,720.00 (26.059 ac x 40) + 400 = 1442.36

Date of Meeting of Planning Commission: 10-12-2017

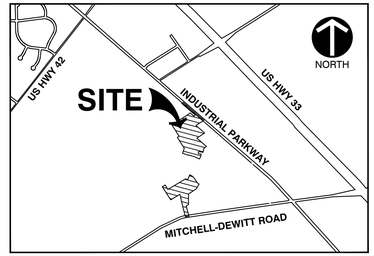
Action by Planning Commission: _____

If rejected, reason(s) for: _____

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134



VICINITY MAP
NOT TO SCALE

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME IN VIRGINIA MILITARY SURVEY 5134, BEING 26.059 ACRES OF LAND MORE OR LESS AND BEING PART OF THAT 95.035 ACRES TRACT OF LAND CONVEYED TO **ROCKFORD HOMES, INC.**, BY DEED OF RECORD IN INSTRUMENT NUMBER 201608240006790 (PARCEL #15-0022018.0000, MAP #135-00-00081.000, AND PARCEL #17-0022019.0000, MAP #135-00-00-082.000), (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO).

KNOW ALL MEN BY THESE PRESENTS THAT **ROCKFORD HOMES, INC.**, BY **DONALD R. WICK, PRESIDENT,** OWNER OF THE LANDS INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE PUBLIC ROAD AND RIGHT OF WAY OF CAMBERLY AVENUE, HIGHLANDS AVENUE, GREYSTONE COURT, ALNWICK LOOP, AND DEWITT ROAD TO THE PUBLIC USE FOREVER.

EASEMENTS ARE HEREBY RESERVED, IN, OVER, AND UNDER AREAS DESIGNATED ON THIS PLAT AS UTILITY EASEMENT & DRAINAGE EASEMENT". EASEMENTS DESIGNATED AS UTILITY EASEMENT & DRAINAGE EASEMENT PERMIT THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH, AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

THE EASEMENTS SHOWN HEREON OUTSIDE OF THE PLATTED AREA OF LAND OWNED BY **ROCKFORD HOMES, INC.**, ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENTS" PARAGRAPH.

IN WITNESS WHEREOF, **DONALD R. WICK, PRESIDENT** OF **ROCKFORD HOMES, INC.**, HAS HEREUNTO SET HIS HAND THIS _____DAY OF _____.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

ROCKFORD HOMES, INC.,

BY: _____

_____
DONALD R. WICK
PRESIDENT

_____

STATE OF OHIO
COUNTY OF UNION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED **DONALD R. WICK, PRESIDENT,** PRESIDENT OF SAID **ROCKFORD HOMES, INC.**, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS ___DAY OF _____.

MY COMMISSION EXPIRES _____, _____

PARCEL #: 15-0022018.0000
MAP #: 135-00-00-081.000

PARCEL #: 17-0022019.0000
MAP #: 135-00-00-082.000

SETBACKS

FRONT YARD	25 FEET
SIDEYARD	5 FEET
LOTS 94-96 & 113-114 SIDEYARD	10 FEET MIN. 20' TOTAL
REAR YARD	30 FEET

DENSITY

GROSS (NUMBER OF LOTS / TOTAL AREA) = 1.305
NET (NUMBER OF LOTS / LOT AREA) = 3.243

REVIEWED THIS _____ DAY OF _____

_____,
CHAIRMAN, JEROME TOWNSHIP TRUSTEES

APPROVED THIS _____ DAY OF _____

_____,
UNION COUNTY ENGINEER

APPROVED THIS _____ DAY OF _____

_____,
UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____

_____,
LOGAN-UNION-CHAMPAIGN
REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS_____DAY OF_____, 2017 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS ___DAY OF _____ UNION COUNTY COMMISSIONERS:

_____,

_____,

_____,

TRANSFERRED THIS _____ DAY OF _____

_____,
UNION COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, AT ____,

RECORDED THIS_____ DAY OF _____, _____, IN PLAT CABINET _____, SLIDE _____,

_____,
UNION COUNTY RECORDER

OWNED AND DEVELOPED BY:

ROCKFORD HOMES, INC.
999 POLARIS PARKWAY, SUITE 200
COLUMBUS OHIO, 43240

UTILITY COMPANIES:

COLUMBIA GAS OF OHIO, INC.
1600 DUBLIN ROAD
614-481-1000

SBC
150 EAST GAY STREET, ROOM 6C
COLUMBUS, OHIO 43215
614-223-5780

INSIGHT COMMUNICATIONS
3770 EAST LIVINGSTON AVENUE
COLUMBUS, OHIO 43220

TIME WARNER CABLE
1266 DUBLIN ROAD
COLUMBUS, OHIO 43215
614-481-5000

WIDE OPEN WEST
2660 WINCHESTER PIKE
COLUMBUS, OHIO 43232
614-236-3931

UNION RURAL ELECTRIC
15461 STATE ROUTE 36
MARYSVILLE, OHIO 43040
937-642-1826

CITY OF MARYSVILLE
209 S. MAIN STREET
MARYSVILLE, OHIO 43040
937-645-7350

OWNERSHIP:
SANITARY SEWER, GAS LINES, ELECTRIC LINES AND TELECOMMUNICATIONS ARE OWNED AND MAINTAINED BY THE RESPECTIVE SERVICE PROVIDERS AND ARE INSTALLED WITHIN EASEMENTS FOR ACCESS AND MAINTENANCE AS DESCRIBED IN "UTILITY EASEMENTS"

SURVEY DATA:

BASIS OF BEARINGS:
THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE RIGHT-OF-WAY OF INDUSTRIAL PARKWAY BEING SOUTH 49°01'47" EAST AS MEASURED WITH GPS OBSERVATIONS ON JULY 8, 2016.

SOURCE DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" REBAR, THIRTY INCHES LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

PERMANENT MARKERS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH A ALUMINUM CAP BEARING THE INITIALS "CEC".

CERTIFICATION:
THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 4.265 ACRES IN STREETS, 11.310 ACRES IN OPEN SPACE, AND 10.484 ACRES IN LOTS MAKING A TOTAL OF 26.059 ACRES.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT. ALL MEASUREMENTS ON CURVES ARE CHORD DISTANCES.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 2, AS SURVEYED JULY 2016.

_____
MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS SECTION 2

DATE:	SEPTEMBER 2017
DRAWN BY:	JEC
CHECKED BY:	JWC
DWG SCALE:	N/A
PROJECT NO:	164-445
APPROVED BY:	MAS

DRAWING NO.:
PLAT
SHEET 1 OF 3

P:\2016\164-445\Survey\Dwg\164445-SV01-Plat.dwg[LAYOUT1] LS(8/18/2017 - jcohn) - LP, 9/19/2017 8:54 AM

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	250.00'	16°30'57"	72.06'	71.81'	S 49°07'18" W
C2	250.00'	50°20'20"	219.65'	212.65'	S 07°27'03" E
C3	220.00'	16°30'57"	63.42'	63.20'	N 49°07'18" E
C4	280.00'	16°30'57"	80.71'	80.43'	S 49°07'18" W
C5	280.00'	5°04'44"	24.82'	24.81'	N 43°24'11" E
C6	280.00'	11°26'13"	55.89'	55.80'	N 51°39'40" E
C7	35.00'	90°00'00"	54.98'	49.50'	S 77°37'13" E
C8	35.00'	90°00'00"	54.98'	49.50'	N 12°22'47" E
C9	35.00'	90°00'00"	54.98'	49.50'	S 12°22'47" W
C10	35.00'	90°00'00"	54.98'	49.50'	N 77°37'13" W
C11	35.00'	85°00'00"	51.92'	47.29'	N 09°52'47" E
C12	35.00'	95°00'00"	58.03'	51.61'	N 80°07'13" W
C13	35.00'	88°46'20"	54.23'	48.96'	S 11°45'57" W
C14	35.00'	91°13'40"	55.73'	50.02'	S 78°14'03" E
C15	60.00'	41°24'35"	43.36'	42.43'	N 35°26'49" E
C16	60.00'	262°49'09"	275.22'	90.00'	S 33°50'53" E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C17	60.00'	41°24'35"	43.36'	42.43'	S 76°51'24" W
C18	60.00'	17°31'53"	18.36'	18.29'	S 23°30'28" W
C19	60.00'	110°49'29"	116.08'	98.79'	S 87°41'09" W
C20	60.00'	48°42'01"	51.00'	49.48'	N 12°33'06" W
C21	60.00'	55°06'22"	57.71'	55.51'	N 39°21'05" E
C22	60.00'	30°39'26"	32.10'	31.72'	N 82°13'58" E
C23	220.00'	50°20'20"	193.29'	187.13'	S 07°27'03" E
C24	280.00'	32°25'15"	158.44'	156.33'	S 16°24'36" E
C25	220.00'	1°44'16"	6.67'	6.67'	N 31°45'06" W
C26	220.00'	39°23'39"	151.26'	148.30'	N 11°11'08" W
C27	220.00'	9°12'26"	35.35'	35.31'	N 13°06'54" E
C28	280.00'	1°48'45"	8.86'	8.86'	N 31°42'51" W
C29	280.00'	15°58'04"	78.03'	77.78'	N 22°49'27" W
C30	280.00'	14°38'27"	71.55'	71.35'	N 07°31'12" W
C31	35.00'	78°05'29"	47.70'	44.10'	S 39°14'43" E
C32	35.00'	83°59'25"	51.31'	46.83'	S 59°42'50" W

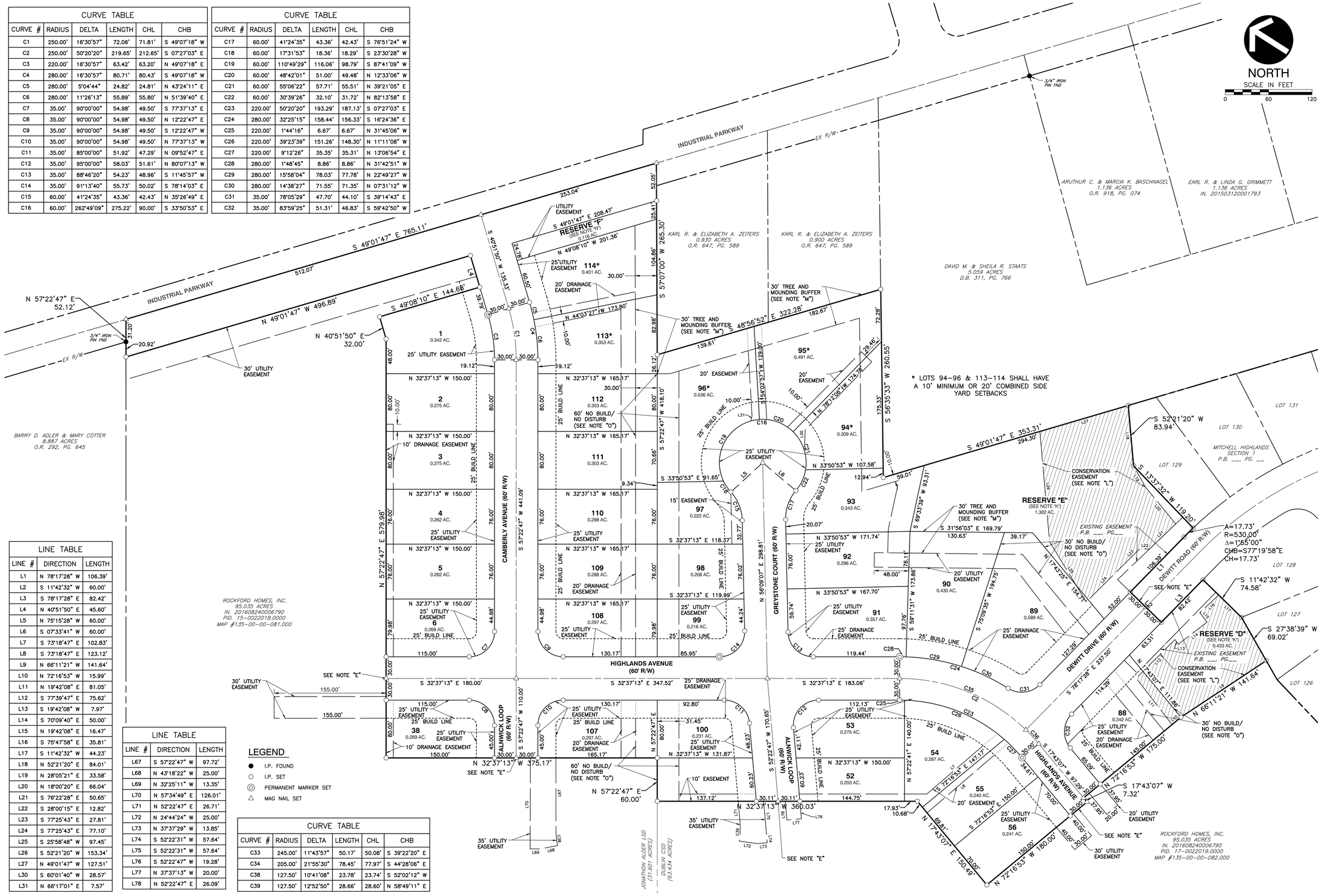
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 78°17'28" W	106.39'
L2	S 11°42'32" W	60.00'
L3	S 78°17'28" E	82.42'
L4	N 40°51'50" E	45.60'
L5	N 75°15'28" W	60.00'
L6	S 07°33'41" W	60.00'
L7	S 73°18'47" E	102.83'
L8	S 73°18'47" E	123.12'
L9	N 66°11'21" W	141.64'
L10	N 72°16'53" W	15.99'
L11	N 19°42'08" E	81.05'
L12	S 77°39'47" E	75.62'
L13	S 19°42'08" W	7.97'
L14	S 70°09'40" E	50.00'
L15	N 19°42'08" E	16.47'
L16	S 75°47'58" E	35.81'
L17	S 11°42'32" W	44.23'
L18	N 52°21'20" E	84.01'
L19	N 28°05'21" E	33.58'
L20	N 18°00'20" E	66.04'
L21	S 76°22'28" E	50.65'
L22	S 28°00'15" E	12.82'
L23	S 77°25'43" E	27.81'
L24	S 77°25'43" E	77.10'
L25	S 25°58'48" W	97.45'
L26	S 52°21'20" W	153.34'
L27	N 49°01'47" W	127.51'
L30	S 60°01'40" W	28.57'
L31	N 66°17'01" E	7.57'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L67	S 57°22'47" W	97.72'
L68	N 43°18'22" W	25.00'
L69	N 32°25'11" W	13.35'
L70	N 57°34'49" E	126.01'
L71	N 52°22'47" E	26.71'
L72	N 24°44'24" W	25.00'
L73	N 37°37'29" W	13.85'
L74	S 52°22'31" W	57.64'
L75	S 52°22'31" W	57.64'
L76	S 52°22'47" W	19.28'
L77	N 37°37'13" W	20.00'
L78	N 52°22'47" E	26.09'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C33	245.00'	11°43'57"	50.17'	50.08'	S 39°22'20" E
C34	205.00'	21°55'30"	78.45'	77.97'	S 44°28'06" E
C38	127.50'	10°41'08"	23.78'	23.74'	S 52°02'12" W
C39	127.50'	12°52'50"	28.66'	28.60'	N 58°49'11" E

LEGEND

- ● I.P. FOUND
- ○ I.P. SET
- ◎ PERMANENT MARKER SET
- △ MAG NAIL SET



* LOTS 94–96 & 113–114 SHALL HAVE A 10' MINIMUM OR 20' COMBINED SIDE YARD SETBACKS

REVISION RECORD

NO	DATE	DESCRIPTION

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ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 2

DATE:	SEPTEMBER 2017
DWG SCALE:	1"=60'
PROJECT NO:	164-445
APPROVED BY:	MAS
DRAWN BY:	JEC
CHECKED BY:	JWC

DRAWING NO.:
PLAT
SHEET 2 OF 3

P:\2016\164-445\Survey\Dwg\164445-SVS1-PLAT.dwg[LAYOUT2] LS(8/18/2017 - jcollis) - LP: 9/19/2017 8:54 AM

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

NOTE "A": ACREAGE BREAKDOWN

TOTAL ACREAGE:	26.059
ACREAGE IN LOTS 1–6, 38, 52–56, 88–101, & 107–114 INCLUSIVE:	10.484
ACREAGE IN OPEN SPACES:	11.310
ACREAGE IN RIGHT–OF–WAYS:	
INDUSTRIAL PARKWAY:	0.857
CAMBERLY AVENUE:	0.797
HIGHLANDS AVENUE:	1.418
GREYSTONE COURT:	0.567
ALNWICK LOOP:	0.328
DEWITT DRIVE:	0.298
TOTAL:	4.265
PARCEL#	
17–0022019.0000	19.144
15–0022018.0000	6.915
TOTAL:	26.059

NOTE "B": NON–EXCLUSIVE UTILITY EASEMENTS ARE PLATTED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES, STORM WATER MANAGEMENT, AND SERVICE CONNECTIONS THERETO, ABOVE AND BENEATH THE SURFACE OF THE GROUND;

NOTE "C": AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 2 IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE 500–YEAR FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0388D WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

NOTE "D": DRIVES SHALL NOT ENCROACH INTO ANY SIDE YARD EASEMENT.

NOTE "E": NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT–OF–WAY IS EXTENDED BY PLAT OR DEED.

NOTE "F": "BE ADVISED: A SUB–SURFACE DRAINAGE SYSTEM MAY EXIST ON THIS SITE. THE SYSTEM AND/OR OUTLET IF LOCATED ON THIS PROPERTY MUST BE MAINTAINED AT ALL TIMES.";

NOTE "G": "ZONING SETBACKS REFLECT CURRENT ZONING STANDARDS AT THE TIME OF THE ZONING INSPECTOR'S SIGNATURE OF THE FINAL PLAT AND ARE NOT SUBDIVISION PLAT RESTRICTIONS";

NOTE "H": THE JEROME TOWNSHIP TRUSTEES SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER PIPE AND DRAINAGE STRUCTURES WITHIN MITCHELL HIGHLANDS SECTION 2, ROAD RIGHT OF WAYS.

NOTE "I": UTILITY EASEMENTS: WE THE UNDERSIGNED OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, DAYTON POWER & LIGHT, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES) A PERMANENT RIGHT–OF–WAY AND EASEMENT A MINIMUM OF TEN (10) FEET IN WIDTH UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR SHOWN HEREON AND PARALLEL WITH THE CONTIGUOUS TO INDUSTRIAL PARKWAY, CAMBERLY AVENUE, HIGHLANDS AVENUE, GREYSTONE COURT, AND ALNWICK LOOP AND ALSO UPON LAND AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH UNDERGROUND ELECTRIC, WATERLINES, SEWER LINES, GAS, AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPE LINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS, AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAT DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENTS PREMISES. SAID EASEMENTS RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES AND LANDSCAPING, INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE, RIGHT TO INSTALL, REPAIR, AUGMENT, AND MAINTAIN SERVICE CABLES, AND PIPE LINES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES OR THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT–OF–WAY AND EASEMENT GRANT.

NOTE "J": DRAINAGE EASEMENT: WE THE UNDERSIGNED OWNERS OF THE PLATTED LAND, DO HERE BY GRANT UNTO UNION COUNTY AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES), A PERMANENT EASEMENT WITHIN AREAS DESIGNATED "DRAINAGE EASEMENT" AND "DRAINAGE AND UTILITY EASEMENT" TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE DRAINAGE FACILITIES SUCH AS STORM SEWERS, DRAINAGE SWALES OR COURSES AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DRAINAGE REQUIRED FOR PUBLIC OR PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENT PREMISES. NO PERMANENT STRUCTURES, PLANTINGS, ETC. SHALL BE PERMITTED IN THE EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE, WITHOUT LIABILITY, TREES AND LANDSCAPING, INCLUDING LAWNS OR ANY OTHER STRUCTURE NOT PART OF UTILITY FACILITIES WITHIN SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF FACILITIES.

NOTE "K": RESERVE "C", RESERVE "D", RESERVE "E" AND RESERVE "F", SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN MITCHELL HIGHLANDS, SUBDIVISION FOR THE PURPOSE OF COMMON OPEN SPACE AND STORM WATER RUN–OFF FACILITIES. ALL OF RESERVE "C", RESERVE "D", AND RESERVE "E" SHALL BE DESIGNATED AS A DRAINAGE EASEMENT WITH EXCEPTION OF THAT AREA WITHIN THE CONSERVATION EASEMENT.

NOTE "L": THE DRAINAGE AND CONSERVATION EASEMENT SHOWN HEREON IS FOR THE PURPOSE OF PRESERVING THE INTEGRITY OF THE DEFINED JURISDICTIONAL STREAM AND WETLAND AREAS PER THE 401 AND 404 PERMITS FOR THIS DEVELOPMENT. NO STRUCTURES OR IMPROVEMENTS FOR THIS DEVELOPMENT OF ANY KIND MAY BE PLACED UPON, IN OR UNDER THE AREA DESIGNATED HEREON AS CONSERVATION EASEMENT FOR THIS DEVELOPMENT, NOR SHALL ANY WORK BE PERFORMED THEREON WHICH WOULD ALTER THE NATURAL STATE OF THE EASEMENT OR DAMAGE ANY OF THE TREES OR VEGETATION THEREIN.

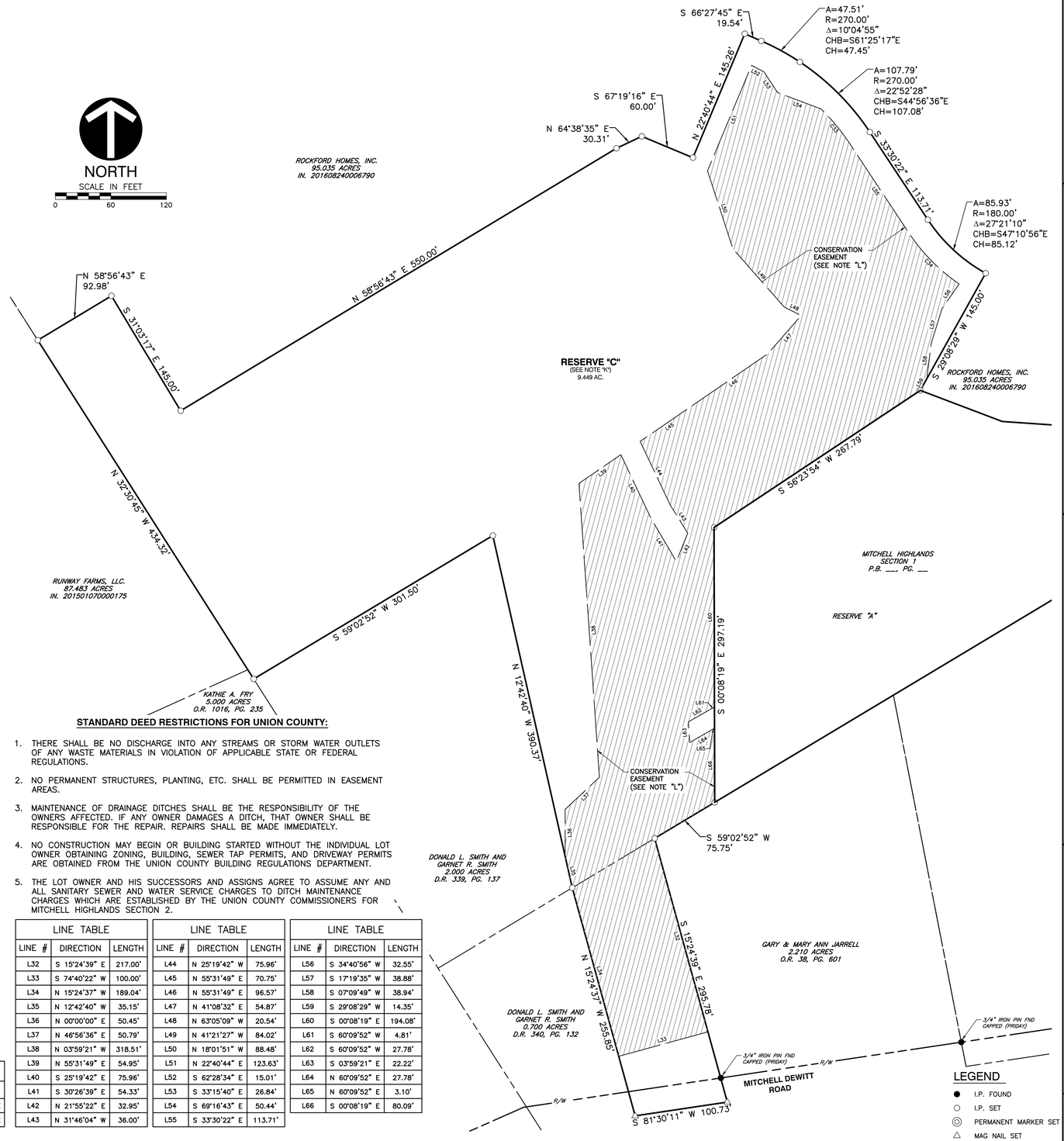
ALL DRAINAGE AND CONSERVATION EASEMENTS DELINEATED WITHIN THE SITE SHALL BE ACCESSIBLE TO THE UNION SOIL AND WATER CONSERVATION DISTRICT FOR DRAINAGE MAINTENANCE ISSUES.

CONSERVATION EASEMENT TOTAL ACREAGE: 3.451 ACRES

NOTE "M": TREE AND MOUNDING BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS SECTION 2". THE TREE AND MOUNDING BUFFER EASEMENT SHALL ALSO BE DESIGNATED AS A "NO BUILD ZONE/NO DISTURB". MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION, INC. SHALL AT THEIR EXPENSE REPLACE DEAD TREES AND BUSHES IN THE TREES AND MOUNDING BUFFER ZONE AND MAINTAIN THE FENCE.

NOTE "N": MOUNDING BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS" SUBDIVISION FOR THE PURPOSE OF OPEN SPACE, ANY USES ALLOWED BY THE THEN CURRENT ZONING.

NOTE "O": NO BUILD ZONE/NO DISTURB ZONE SHALL BE LOCATED AT THE REAR OF CERTAIN LOTS IN ORDER TO PRESERVE THE EXISTING VEGETATION, STREAMS, AND TOPOGRAPHY. THE FOLLOWING PROVISIONS AND RESTRICTIONS SHALL APPLY TO THE NO BUILD ZONE/NO DISTURB ZONE AS SHOWN HEREON. THE PURPOSE OF THE NO BUILD ZONE/NO DISTURB ZONE IS TO PROTECT, SAFEGUARD, AND CONSERVE UNDEVELOPED TREE PRESERVATION AND OPEN SPACE AREA WHICH FUNCTIONS TO: PRESERVE A SITE'S NATURAL AMENITIES: PROVIDE A COVER FOR WILDLIFE: AND PRESERVE SCENIC VIEWS, JURISDICTIONAL WETLANDS, FLOODPLAINS OR RAVINES. THE NO BUILD ZONE/NO DISTURB ZONE SHOWN HEREON SHALL BE SHOWN ON THE PLAT AND RUN WITH THE LAND IN PERPETUITY SO THAT SAID NO BUILD ZONE/NO DISTURB ZONE SHALL FOREVER BE RESTRICTED FROM ALL ACTIVITY, PASSIVE AND/OR ACTIVE, NO VEGETATION SHALL BE REMOVED ENHANCED AND/OR ALTERED IN ANY MANOR, NO STRUCTURES PERMANENT AND/OR TEMPORARY, SHALL BE ALLOWED WITH THE FOLLOWING EXCEPTION. IN CERTAIN AREAS, DISTURBANCES OF THE ABOVE DESCRIBED NO BUILD ZONE/NO DISTURB ZONE MAY BE ALLOWED TO OCCUR WHERE UTILITY FACILITIES OR GRADING ARE PERMITTED, AS NOTED BELOW. BEFORE ANY DISTURBANCE IN THESE AREAS MAY OCCUR, APPROVAL BY THE JEROME TOWNSHIP ZONING INSPECTOR MUST BE OBTAINED AND THEREAFTER DEFINED ON RECORDED PLATS, ZONING PERMITS AND ZONING CERTIFICATES OF COMPLIANCE. ACCESS FOR FUTURE SERVICE, INSPECTION, MAINTENANCE AND REPAIR FOR THESE ALLOWED UTILITY FACILITIES, OR GRADING SHALL ALSO BE PERMITTED IN THE NO BUILD ZONE/NO DISTURB ZONE AND INDICATED ON THE PLATS, ZONING PERMITS AND ZONING CERTIFICATES OF COMPLIANCE. SHOULD AND DISCREPANCY OR QUESTION REGARDING THE APPLICATION OF THE ABOVE STATED LANGUAGE ARISE BETWEEN THE APPLICANT AND THE TOWNSHIP ZONING INSPECTOR, THE APPLICANT SHALL BE REQUIRED TO SUBMIT AN APPEAL OF THE DECISION OF THE TOWNSHIP ZONING INSPECTOR TO THE BOARD OF ZONING APPEALS.



STANDARD DEED RESTRICTIONS FOR UNION COUNTY:

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATIONS DEPARTMENT.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR MITCHELL HIGHLANDS SECTION 2.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C33	245.00'	11°43'57"	50.17'	50.08'	S 39°22'20" E
C34	205.00'	21°55'30"	78.45'	77.97'	S 44°28'06" E

LINE TABLE		
LINE #	DIRECTION	LENGTH
L32	S 15°24'39" E	217.00'
L33	S 74°40'22" W	100.00'
L34	N 15°24'37" W	189.04'
L35	N 12°42'40" W	35.15'
L36	N 00°00'00" E	50.45'
L37	N 46°56'36" E	50.79'
L38	N 03°59'21" W	318.51'
L39	N 55°31'49" E	54.95'
L40	S 25°19'42" E	75.96'
L41	S 30°26'39" E	54.33'
L42	N 21°55'22" E	32.95'
L43	N 31°46'04" W	36.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L44	N 25°19'42" W	75.96'
L45	N 55°31'49" E	70.75'
L46	N 55°31'49" E	96.57'
L47	N 41°08'32" E	54.87'
L48	N 63°05'09" W	20.54'
L49	N 41°21'27" W	84.02'
L50	N 18°01'51" W	88.48'
L51	N 22°40'44" E	123.63'
L52	S 62°28'34" E	15.01'
L53	S 33°15'40" E	26.84'
L54	S 69°16'43" E	50.44'
L55	S 33°30'22" E	113.71'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L56	S 34°40'56" W	32.55'
L57	S 17°19'35" W	38.88'
L58	S 07°09'49" W	38.94'
L59	S 29°08'29" W	14.35'
L60	S 00°08'19" E	194.08'
L61	S 60°09'52" W	4.81'
L62	S 60°09'52" W	27.78'
L63	S 03°59'21" E	22.22'
L64	N 60°09'52" E	27.78'
L65	N 60°09'52" E	3.10'
L66	S 00°08'19" E	80.09'

REVISION RECORD		
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CEC
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MITCHELL HIGHLANDS
SECTION 2

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SHEET 3 OF 3

P:\2016\164-445\-Survey\Dwg\164445-SV01-Plat.dwg(LAYOUT3) LS(8/18/2017 - jcohn) - LP: 9/19/2017 8:54 AM

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

BOND# PB00209600242

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That Rockford Homes, Inc. , as Principal (hereinafter called the Principal) and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Ohio , as Surety (hereinafter called the Surety) are held and firmly bound to City of Marysville (hereinafter called the Obligee) in the Penal Sum of Five Hundred Fifty Three Thousand Two Hundred Ninety Nine and 60/100Dollars ($553,299.60) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT: The above named Principal has entered into an agreement, dated _____ with the Obligee to do and perform Work, to wit:

Mitchell Highlands – Section 2 (Phases A & B)

WHEREAS: If the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: 1) Cure the default, 2) Complete the agreement in accordance with its terms and conditions, or 3) Tender to the Obligee funds, to an amount not to exceed the penal sum of the bond as defined in this Bond, sufficient to pay the cost of completion of the remaining improvements in accordance with the agreement. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.

PROVIDED, HOWEVER: That this bond is subject to the following conditions:

1. The Penal Sum shall be automatically reduced, without notice to Obligee, Surety, or Principal as the Work is completed. The Penal Sum shall be defined as the smallest amount of the following items:
    a. The amount listed as Penal Sum above
    b. The amount provided by current or any future Engineer's Estimates, including the 10% contingency
    c. The amount of work remaining plus 10% that is listed on any document signed by the Obligee or Obligee's representatives, including but not limited to any Certifications or AIA Documents
    d. Any formal reduction or release by the Obligee via resolution, meeting, letter, or other means.

2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one (1) year from termination or expiration of the bond term.

DEVELOPER'S AGREEMENT

This **DEVELOPER'S AGREEMENT** (the "Agreement") made and entered into this [___] day of [___], at Marysville, Ohio is between **ROCKFORD HOMES** (the "Developer"), a corporation organized and existing under the laws of the State of Ohio, with an office located at 999 Polaris Parkway, Columbus, Ohio 43240, and the **CITY OF MARYSVILLE, OHIO** (the "City"), a municipal corporation organized under the laws of the State of Ohio, with an office located at 209 South Main Street, Marysville, Ohio 43040.

WITNESSETH:

WHEREAS, the Developer is presently engaged in the improvement of certain real property within an area served or to be served by the City's utility systems and desires to construct sanitary sewers (public and private), waterlines and related facilities to provide service to the lots located in a private development known as Mitchell Highlands – Section 2 now being developed by the Developer; and

WHEREAS, the City and the Developer desire to effectuate an agreement providing for the construction and maintenance of the public sanitary sewers, waterlines and related facilities in accordance with the requirements of the City of Marysville, Ohio set forth in the Codified Ordinances of Marysville (the "City Code"), as the same may be amended from time to time, and subject to certain terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

Section 1. Construction of the Improvements.

(a) Scope of the Improvements. The Developer shall construct, furnish, and install all necessary public sanitary sewers, sanitary manholes, sanitary laterals, waterlines, water services, water valves, and all necessary appurtenances to collect wastewater and distribute water within the Mitchell Highlands – Section 2 development (collectively, the "Public Improvements"). The Developer shall connect to the existing City of Marysville public waterline along Industrial Parkway (located at the proposed intersection of Industrial Parkway and Camberly Avenue).

(b) Costs of the Improvements. The Developer shall assume all costs associated with the construction of the Public and Private Improvements, including engineering, testing, furnishing all labor, material and equipment, and the cost of inspections. The Developer shall obtain all permits and approvals necessary to construct the Public and Private Improvements. Upon execution of this Agreement, the Developer shall pay to the City the sums indicated in Section 1100.01 of the City Code to cover plan filing and review costs, inspection fees, and all other fees applicable to the construction of the Public and Private Improvements. In addition, the Developer shall pay to the City any additional payments required by Section 1100.01 of the City Code to cover actual inspection costs incurred by the City if such costs exceed the amounts initially paid by the Developer.

(c) Construction. The Developer agrees that the acquisition, construction, installation, improvement, furnishing, and equipping of the Public and Private Improvements will be accomplished in accordance with detailed construction documents, including without limitation, working drawings and plans and specifications prepared or caused to be prepared by the Developer, as such construction documents may be revised or supplemented from time to time by the Developer. The Developer shall make the construction documents available for review upon request of the City.

For all Public Improvements, construction and materials shall meet the requirements of, and construction shall be conducted in accordance with, (i) the City Code, including the standards set forth in the City Code for sanitary sewer and water supply improvements, (ii) the then-current volume of the "City of Marysville Standard Sanitary Sewer Specifications and Drawings," (iii) the then-current volume of the "City of Marysville Water Division Specifications," and (iv) where applicable, the then-current volume of the "Construction and Material Specifications" of the Ohio Department of Transportation. The Developer shall pay for all inspections, material testing, and construction testing which may be required by the City in accordance with the City Code. All construction and all required testing shall be completed before the Developer requests Construction Approval of the Public Improvements by the City.

(d) Commencement of Construction. The City Engineer shall be notified in writing three (3) working days in advance of the commencement of construction of the Public Improvements in accordance with Section 1104.07 of the City Code.

(e) Easements. The Developer shall plat all easements within Mitchell Highlands – Section 2, necessary to complete construction of the Public Improvements and shall convey all off-site easements (excluding any temporary construction easements) necessary to complete the maintenance of the Public Improvements to the City upon Final Approval of the Public Improvements by the City. The City shall be named the assignee of the easement(s) conveyed to the City by the Developer. The City has approved the form of the offsite easement(s) attached hereto. The Developer shall not permit structures or obstructions that would interfere with the use and operation of the Improvements to be placed on or within any easement. All easements shall be at least twenty feet (20') in width and those platted easements platted within Mitchell Highlands – Section 2, shall be centered along the front or side lot lines in accordance with Section 1107.15 of the City Code.

(f) Construction Representative. At all times during construction of the Public Improvements, the Developer shall designate and make available to the City during normal business hours and during times when construction is occurring a competent representative who is knowledgeable and familiar with the design and construction of the Public Improvements. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and any alterations reasonably required by the City. Upon written direction from the City to the Developer, the Developer shall replace the representative if the City reasonably determines that his or her performance is inadequate and a replacement is necessary and the City has provided written notice to the Developer of the same and a reasonable opportunity (not to exceed ten (10) days) to remedy or cure the same.

(g) Hazardous Materials. The Developer, its officers, agents, employees, contractors, subcontractors, guests, and invitees shall not bring in, on, or incorporate into any of the Public Improvements any asbestos or other hazardous or toxic substance in contravention to any federal, State of Ohio, Union County, or City health, safety, or sanitation law, ordinance, regulation, or rule. If it is determined that the Developer has caused or permitted hazardous materials to be brought in, on, or incorporated into any of the Public Improvements in violation of law, then the Developer agrees to fully remediate such condition within thirty (30) days following its receipt of written notice of any such determination by any government authority. In the event such remediation reasonably requires a longer period of time to complete, then such thirty-day period shall be reasonably extended as long as the Developer has commenced such remediation within the initial thirty-day period and pursues such remediation with due diligence.

(h) Compliance with Occupational Health and Safety Act of 1970. Developer shall be responsible for compliance with the Occupational Safety and Health Act of 1970 to the extent applicable.

Section 2. Plan Approval. The Developer shall submit detailed plans and specifications of the Public and Private Improvements to the City Engineer, the County Engineer, and to the Ohio Environmental Protection Agency for approval. No work shall begin until such time that the City Engineer, the County Engineer, and the Ohio Environmental Protection Agency have granted approval of the plans and specifications ("Plan Approval"). Prior to Plan Approval, the Developer shall furnish to the City a statement itemizing the estimated total cost of the Public and Private Improvements to be constructed under this Agreement. Cost estimates shall include construction, engineering and testing, inspection, supervision and other applicable incidental expenses.

Section 3. Construction Approval and Final Approval.

(a) Construction Approval. Upon completion by the Developer of all the Public and Private Improvements constructed under this Agreement, the City Engineer shall either certify satisfactory completion of the Public and Private Improvements and accept the Improvements ("Construction Approval") or shall reject the Public and Private Improvements, in which event the City Engineer shall provide Developer with a detailed written explanation of why such Public and Private Improvements were rejected so as to allow Developer an opportunity to remedy such deficiencies and re-request the City Engineer to certify satisfactory completion of the Public and Private Improvements. Construction Approval shall only be granted pursuant to the requirements of City Code and the conditions set forth in this Agreement.

Prior to Construction Approval, the Developer shall furnish to the City Engineer one set of as-constructed ("As-Built") construction plans on both mylar and paper with a disk containing the revised As-Built drawings in both Portable Document Format (.pdf) and AutoCAD format. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "As-Built" in red ink. All As-Built drawings furnished to the City Engineer by the Developer shall become the property of the City.

Prior to Construction Approval, the Developer shall cause the provision of any security required by any portion of the Ohio Revised Code necessary to cause any existing mechanic's liens on the Public and Private Improvements to be released of record with respect to such Public and Private Improvements and shall cause the lien of any mortgage or delinquent taxes affecting the Public and Private Improvements to be released.

Within thirty (30) days of Construction Approval, the Developer shall furnish to the City an itemized statement showing the cost of the Improvements and a notarized affidavit stating that all material and labor costs have been paid and confirmation that any existing mechanic's liens have been released or are being contested by Developer in accordance with the Ohio Revised Code. The parties acknowledge and agree that the City shall not owe or have any responsibility for expenses and claims for labor and/or material incident to construction of the Public and Private Improvements.

No sanitary service connections, water taps or other utility service permits will be issued for the Public and Private Improvements until Construction Approval for the Public and Private Improvements.

(b) Final Approval. Not earlier than one (1) year following Construction Approval and not later than two (2) years following Construction Approval, the Developer shall dedicate all of the Public Improvements (including any rights-of-way and easements appurtenant thereto) to the City. After receiving the Developer's dedication of the Public Improvements, the City Council of the City shall accept the Improvements by legislative action ("Final Approval") or shall reject the Public Improvements by legislative action, all in accordance with the City Code. The City shall not reject the Public Improvements if the Developer has fully complied with its obligations under this Agreement.

Section 4. Security for Performance.

(a) Performance Bond. The Developer shall furnish, prior to commencement of construction of the Public Improvements, a project guarantee in the form of a surety bond (the "Performance Bond"), which shall name the City as obligee in the form provided by Ohio Revised Code Section 153.57 and attached hereto as Exhibit A. The Developer shall provide to the City a copy of the Performance Bond prior to commencement of construction of the Public Improvements. The Performance Bond shall be furnished in an amount equal to one hundred and twenty percent (120%) of the estimated total cost of the Public Improvements. The Developer may terminate the Performance Bond upon: (i) Construction Approval and (ii) submission and approval of the Maintenance Bond as described below.

(b) Maintenance Bond. Immediately following Construction Approval of the Public Improvements, the Developer shall furnish a guarantee of the satisfactory performance, maintenance, and upkeep of the Public Improvements for the one-year period following Construction Approval in the form of a surety bond (the "Maintenance Bond") in accordance with Section 1113.04(b) of the City Code. The Maintenance Bond shall be furnished in an amount equal to twenty-five percent (25%) of the actual cost of the Public Improvements. The Developer may substitute a reduced performance bond securing not less than twenty-five percent (25%) of the actual cost of the Public Improvements to satisfy its obligation under this Section 4(b) and Section 1113.04(b) of the City Code to deposit the Maintenance Bond with the City. Any Maintenance Bond shall remain in place until Final Approval of the Public Improvements.

(c) Standards for Sureties. Any Performance Bond and any Maintenance Bond shall be executed by a surety that is licensed to conduct business in the State of Ohio and is named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Insurance Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or as may be otherwise approved in writing by the City. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety of any Performance Bond or Maintenance Bond furnished by the Developer declares bankruptcy, becomes insolvent or loses its right to do business in the State of Ohio, the Developer shall within five (5) business days after receipt of notice of such bankruptcy, insolvency or incapacity substitute another bond and surety acceptable to the City.

(d) Breach; Enforcement of Sureties. The Developer shall at its own expense (i) repair, replace, correct or re-execute, or cause to be repaired, replaced, corrected or re-executed, any of the Public Improvements that fail to conform with the requirements of the City Code or this Agreement during the construction of the Public Improvements; (ii) repair, replace or correct any portion of the Public Improvements that have proven faulty or have been improperly installed and correct any defects in materials and workmanship of the Public Improvements (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after Construction Approval; and (iii) repair, replace, correct or restore, or cause repair, replacement, correction or restoration of, any parts of the Public Improvements or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. The obligation set forth under part (iii) shall expire one (1) year following the completion of the corrective work.

The Developer agrees that any material violations of or noncompliance with any of the terms and conditions of this Agreement, after the City has provided the Developer with written notice thereof and a reasonable period to cure any such violation, shall constitute a breach of contract. If the Developer shall not have commenced to cure such breach within fourteen (14) days after receipt of written notice from the City, and thereafter proceed diligently to cure such breach, the City shall have the right in accordance with Section 1104.07 of the City Code to (i) stop all work on the Public Improvements forthwith, (ii) continue any unfinished construction of the Public Improvements or replace any unaccepted construction to a point that any Public Improvements do not, to the satisfaction of the City Engineer, appear to create a health or safety hazard or create maintenance or repair expense for the City because of the then-present state of

the Public Improvements, and (iii) act against and hold the surety of the Performance Bond obtained by the Developer responsible for all actual expenses of the City, including engineering, legal, construction, and interest expenses, incurred for the purpose of properly completing the Improvements as required by this Agreement and the City Code.

(e) Indemnification. The Developer shall indemnify and hold harmless the City, and all of its elected officials, officers, employees and agents from all claims, suits, actions and expenses (including reasonable attorney's fees) which arise due to the wrongful or negligent performance or non-performance of the Developer with respect to the design, construction, and installation of the Public Improvements, including any and all proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor, subcontractor or agent of the Developer, from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of the Developer or its agents or employees. The Developer acknowledges that this indemnity is required in accordance with Section 1104.07(c) of the City Code. The indemnification obligation described above (titled the "Indemnification Expiration Date") shall expire the later of: (a) one (1) year following Construction Approval; (b) one (1) year following completion of any corrective work required as described above; or (c) acceptance of the dedication of the Public Improvements by the City.

(f) Insurance. During the construction of the Public Improvements, the Developer shall carry comprehensive general liability insurance containing (i) public liability insurance in the amount of $1,000,000 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence, (ii) property damage insurance in an amount of $1,000,000 from damages on account of any one accident or occurrence, and (iii) valuable papers insurance in an amount sufficient to assure restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement in the event of their loss or destruction until such time as the plans and field and design data are delivered to the City. Such policies of insurance shall name the City as an additional insured. Such policies of insurance shall be primary and non-contributory to any other insurance of the certificate holder. Such policies of insurance shall each contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the City. Evidence of such policies of insurance shall be delivered to the City prior to the start of construction of the Public Improvements. The Developer also agrees to carry in its own behalf worker's compensation insurance and employer's liability insurance, if applicable, in amounts sufficient to satisfy the statutory requirements of the State of Ohio.

Section 5. Representations, Warranties, and Covenants. The City and the Developer each represent and warrant that the execution and delivery of this Agreement and the compliance with all of the provisions herein (i) are within its power and authority; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its bylaws, or other instrument to which it is a party or by which it may be bound, or, to its knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over it or any of its activities or properties; and (iii) have been duly authorized by all necessary actions on its part. Furthermore, the Developer represents and warrants that (y) the Developer has not been charged with any

delinquent real or personal property taxes on the general tax lists of Union County, Ohio, which charge remains outstanding, and (z) that the Developer or its agents or employees are knowledgeable developers who have utilized said knowledge and skill in developing the subject premises and though conforming to local regulations and ordinances of the City, the Developer is relying solely on its expertise or the expertise of its agents or employees in developing the subject premises, and the Developer is not relying on any skill or expertise of the City, its agents or employees in preparing the area to be developed in accordance with sound engineering and development practices. All representations and warranties of the City and the Developer in this Agreement shall survive the execution and delivery of this Agreement and shall not expire until the Indemnification Expiration Date.

The Developer covenants and agrees that (i) it will maintain its legal existence so long as it remains liable under this Agreement, and (ii) during the construction of the Public Improvements, it shall pay, prior to delinquency, any taxes, payments in lieu of taxes, and assessments which are due and payable and which are levied, assessed or imposed upon the real property on which the Public Improvements are constructed or the Public Improvements; *provided, however*, Developer shall retain its right to contest any such payments prior to Construction Approval of the Public Improvements, at which time all payments shall be paid and all delinquencies resolved.

Section 6. Miscellaneous.

(a) Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid or sent by national overnight delivery service, addressed to the City at: The City of Marysville, Ohio, 209 South Main Street, Marysville, Ohio 43040, Attention: Mayor and to the Developer. The City and the Developer may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices, designations, certification, requests or other communications shall be sent.

(b) Extent of Covenants; No Personal Liability; Conflicts of Interest. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to be a representation, warranty, covenant, agreement, obligation or stipulation of any present or future member, officer, agent or employee of the Developer, the City or the legislative authority of the City in other than his or her official capacity, and none of such members, officers, agents, employees, including any official executing this Agreement, shall be subject to any personal liability or accountability by reason of the representations, warranties, covenants, agreements, obligations or stipulations of the City or the Developer contained in this Agreement. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested.

(c) Waiver. In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either the City or the Developer and the breach shall have been waived thereafter by the City or the Developer, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach under this Agreement.

(d) No Remedy Exclusive. Unless provided expressly otherwise herein, no right, remedy or power conferred upon or reserved to either the City or the Developer under this Agreement is intended to be exclusive of any other available right, remedy or power, but each right, remedy and power shall be cumulative and concurrent and shall be in addition to every other right, remedy and power available under this Agreement or existing at law, in equity or by statute or otherwise now or hereafter.

(e) Amendment. This Agreement may be amended by written instrument duly executed by the City and the Developer, and the Developer acknowledges that an amendment may require legislation by the City Council of the City. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Public Improvements.

(f) Binding Effect; Assignment. The City and the Developer will each observe and perform faithfully at all times their respective covenants, agreements and obligations under this Agreement. This Agreement may not be assigned by either party hereto without the written consent of the other party.

(g) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, (i) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein; (ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and (iii) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

(h) Governing Law and Jurisdiction. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City and the Developer arising out of or relating to this Agreement or its breach shall be filed and decided in a court of competent jurisdiction within Union County, Ohio. The City and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by both parties in writing.

(i) Captions. The captions and headings in this Agreement are for guidance, reference, and convenience of the reader only and shall not define, limit or otherwise affect the scope or intent of any of the terms or provisions of this Agreement.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Signatures transmitted by facsimile or electronic means shall be deemed to be original signatures.

(k) Effective Date. This Agreement shall be and remain in full force and effect from the date it is executed by each of the City and the Developer.

IN WITNESS WHEREOF, the City and the Developer, each by a duly authorized representative, have caused this Agreement to be executed on this [_____] day of [_____], 2015.

Witnesses:

4-24-17
Signature Date
Printed Name: Corey D. Theuerkauf

4/24/17
Signature Date
Printed Name: David Cobb Jr 4/24/17

DEVELOPER:

4/24/17
Developer's Signature Date
Company Name:
Rockford Homes

Witnesses:

Signature Date
Printed Name:

Signature Date
Printed Name:

CITY OF MARYSVILLE, OHIO:

Signature Date
Terry Emery
City Manager

Approved as to Form:

Signature Date
Tim Aslaner
Law Director

EXHIBIT A

FORM OF PERFORMANCE BOND

City of Marysville
Division of Engineering
209 South Main Street, Marysville, Ohio 43040
Phone: (937) 645-7350 Fax: (937) 645-7351

Plan Review and Inspection Fees

Project Name:	Mitchell Highlands - Section 2 (Phases A & B)	
Developer/Engineer:	Rockford Homes / Civil & Environmental Consultants, Inc.	
Contact:	Mr. Michael Reeves, P.E.	Phone Number: (614) 540-6633
Email:	mreeves@cecinc.com	
Prepared By (Marysville):	Kyle Hoyng	Date: 4/20/2017

Engineering Plan Review Fees

($200.00 plus $80.00 per plan sheet, $200.00 per Stormwater Management Report)

Construction Plans	Number of Plan Sheets	Plan Review Fees
Street, Storm Sewer and Water Improvements	18	$1,640.00
Sanitary Sewer Improvements	7	$760.00
	Total Engineering Review Fees:	**$2,400.00**

Inspection Fees

(8.0% of the 1st $1,000,000 of estimated construction cost, plus 4% of the estimated construction costs greater than $1,000,000 but less than $2,000,000, plus 2% of the estimated construction cost over $2,000,000)

Utility	Construction Costs	Inspection Fees
Wastewater	$202,008.00	$16,160.64
Water	$259,075.00	$20,726.00
	Total Inspection Fees:	**$36,886.64**

City of Marysville Fee Summary

Engineering Plan Review Fees	$2,400.00
Inspection Fees	$36,886.64
Total City of Marysville Fees:	**$39,286.64**

City of Marysville Performance Bond

To meet City Code (Section 1104.07), a Performance Bond in the amount of 120% of the estimated construction cost for public improvements is required.

Construction Cost:	$461,083.00
Performance Bond Amount Required	$553,299.60

Prior to construction, the following items shall be submitted to the City of Marysville:

City of Marysville Engineering Review and Inspection Fees:	$39,286.64
City of Marysville Performance Bond:	$553,299.60

A check in the amount of **$39,286.64** shall be made out to:

City of Marysville
209 South Main Street
Marysville, OH 43040

Please contact us if you need additional clarification or wish to discuss this invoice in further detail.

Sincerely,

Kyle Hoyng

Kyle Hoyng, P.E.
Utility Engineer

cc: Jeremy Hoyt, P.E., Mike Andrako, P.E., Scott Sheppeard, Amanda Dunnavant

County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

***Public Service** with integrity*

October 8, 2017

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Re: Mitchell Highlands Section 2
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on September 25, 2017. The construction drawings have been approved by our office. Construction work has commenced on site, but has not been completed. As such, we have requested and received a performance bond for improvements shown on the plat. Our Prosecutor's Office is in the process of reviewing the performance bond and we anticipate gaining Commissioners approval prior to the Executive Committee meeting. We also have technical comments from our review of this amended plat:

1. Add language that all monumentation shall be placed prior to the established completion date, or prior to the sale of each lot, whichever occurs first.
2. Curves C35 and C36 are not defined in the curve table.
3. We have several technical issues that have been discovered on the plat and need corrected. I have attached copies of the markups of the plat from our office for clarification.

Due to the outstanding comments, we do not feel comfortable issuing an endorsement of approval at this time. However, due to the nature of the comments, we feel that they can be addressed by the October 12th Zoning and Subdivision Committee/Executive Committee meetings. I will keep you updated on the status of the above outstanding comments and issue correspondence of approval when these items are addressed. If you have any questions or concerns, feel free to contact me at (937) 645-3165.

Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Bill Narducci

Bill Narducci, P.E.
Assistant County Engineer
Union County Engineer

Enc: Plat Markups

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME IN VIRGINIA MILITARY SURVEY 5134, BEING PART OF THAT 95.035 ACRES TRACT OF LAND CONVEYED TO ROCKFORD HOMES, INC., BY DEED OF RECORD IN INSTRUMENT NUMBER 201608240006790 (PARCEL #15-0022018.0000, MAP #135-00-00081.000, AND PARCEL #17-0022019.0000, MAP #135-00-00-082.000), PART OF THAT 7.682 ACRES AS CONVEYED TO ROCKFORD HOMES, INC. OF RECORD IN INSTRUMENT 201608310007943, AND ALL OF THAT 8.360 ACRES AS CONVEYED TO ROCKFORD HOMES, INC. OF RECORD IN INSTRUMENT 201609290007937, (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO).

PARCEL # 15-0022032.2010, Map # 135-00-00-056.001

KNOW ALL MEN BY THESE PRESENTS THAT ROCKFORD HOMES, INC., BY DONALD WICK, AREA EXECUTIVE VICE PRESIDENT, OWNER OF THE LANDS INDICATED ON THE ACCOMPANYING PLAT, HAVE AUTHORIZED THE PLATTING THEREOF AND DO HEREBY DEDICATE THE PUBLIC ROAD AND RIGHT OF WAY OF CAMBERLY AVENUE, HIGHLANDS AVENUE, GREYSTONE COURT, ALNWICK LOOP, AND DEWITT DRIVE TO THE PUBLIC USE FOREVER.

EASEMENTS ARE HEREBY RESERVED, IN, OVER, AND UNDER AREAS DESIGNATED ON THIS PLAT AS "EASEMENT, UTILITY EASEMENT, DRAINAGE & UTILITY EASEMENT". EASEMENTS DESIGNATED AS "EASEMENT" PERMIT THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE, BENEATH, AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

WITHIN THOSE AREAS OF LAND DESIGNATED "EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER ABOVE GROUND STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS, OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT. EASEMENT AREAS SHOWN HEREON OUTSIDE OF THE PLATTED AREA ARE WITHIN LANDS OWNED BY THE UNDERSIGNED AND EASEMENTS ARE HEREBY RESERVED FOR THE USES AND PURPOSES EXPRESSED HEREIN.

THE EASEMENTS SHOWN HEREON OUTSIDE OF THE PLATTED AREA OF LAND OWNED BY ROCKFORD HOMES, INC., ARE RESERVED FOR THE PURPOSES STATED IN THE FOREGOING "EASEMENTS" PARAGRAPH.

IN WITNESS WHEREOF, DONALD WICK, AREA EXECUTIVE VICE PRESIDENT OF ROCKFORD HOMES, INC., HAS HEREUNTO SET HIS HAND THIS _____DAY OF _____

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

ROCKFORD HOMES, INC.,

BY: _____

_____

DONALD WICK, PRESIDENT
AREA EXECUTIVE VICE PRESIDENT

STATE OF OHIO
COUNTY OF UNION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED DONALD WICK, AREA EXECUTIVE VICE PRESIDENT, PRESIDENT OF SAID ROCKFORD HOMES, INC., WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS ___DAY OF _____.

MY COMMISSION EXPIRES _____.

_____

PARCEL #: 15-0022018.0000 / MAP #: 135-00-00-081.000
PARCEL #: 17-0022019.0000 / MAP #: 135-00-00-082.000

PARCEL #15-0022032.2010 Map # 135-00-00-056.001

SETBACKS
FRONT YARD 25 FEET
SIDEYARD 5 FEET
REAR YARD 30 FEET

DENSITY

GROSS (NUMBER OF LOTS / TOTAL AREA) = 1.305
NET (NUMBER OF LOTS / LOT AREA) = 3.243

REVIEWED THIS _____ DAY OF _____

_____
CHAIRMAN, JEROME TOWNSHIP TRUSTEES

APPROVED THIS _____ DAY OF _____

_____
UNION COUNTY ENGINEER

APPROVED THIS _____ DAY OF _____

_____
UNION COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____

_____
LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION

RIGHTS-OF-WAY FOR PUBLIC STREETS AND ROADS HEREIN DEDICATED TO PUBLIC USE ARE HEREBY APPROVED THIS____DAY OF _____, 2017 FOR THE COUNTY OF UNION, STATE OF OHIO. STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC USE UNLESS AND UNTIL CONSTRUCTION IS COMPLETED AND ACCEPTED AS SUCH BY UNION COUNTY. IN ADDITION, STREET IMPROVEMENTS WITHIN SAID DEDICATED RIGHTS-OF-WAY SHALL NOT BE ACCEPTED FOR PUBLIC MAINTENANCE UNTIL THE MAINTENANCE PERIOD TRANSPIRES AND THE STREET IMPROVEMENTS ARE ACCEPTED FOR PUBLIC MAINTENANCE BY UNION COUNTY.

APPROVED THIS ___DAY OF _____

UNION COUNTY COMMISSIONERS:

_____

_____

_____

TRANSFERRED THIS _____ DAY OF _____

_____
UNION COUNTY AUDITOR

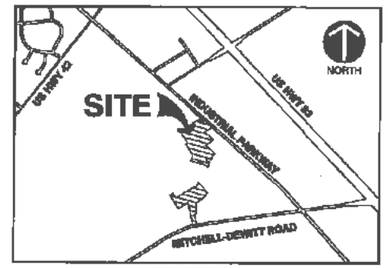
FILED FOR RECORD THIS _____ DAY OF _____, AT ___.

RECORDED THIS____ DAY OF _____, ____ IN PLAT CABINET _____, SLIDE _____

BOOK PAGE

_____
UNION COUNTY RECORDER

CHECK #'s



VICINITY MAP
NOT TO SCALE

OWNED AND DEVELOPED BY:

ROCKFORD HOMES, INC.
999 POLARIS PARKWAY, SUITE 200
COLUMBUS OHIO, 43240

UTILITY COMPANIES:

AMERICAN ELECTRIC POWER
850 TECH CENTER DRIVE
GAHANNA, OHIO 43230
614-883-6817

COLUMBIA GAS OF OHIO, INC.
1600 DUBLIN ROAD
614-481-1000

SBC
150 EAST GAY STREET, ROOM 6C
COLUMBUS, OHIO 43215
614-223-5780

INSIGHT COMMUNICATIONS
3770 EAST LIVINGSTON AVENUE
COLUMBUS, OHIO 43220

TIME WARNER CABLE
1266 DUBLIN ROAD
COLUMBUS, OHIO 43215
614-481-5000

WIDE OPEN WEST
2560 WINCHESTER PIKE
COLUMBUS, OHIO 43232
614-238-3931

UNION RURAL ELECTRIC
15461 STATE ROUTE 36
MARYSVILLE, OHIO 43040
937-642-1826

CITY OF MARYSVILLE
209 S. MAIN STREET
MARYSVILLE, OHIO 43040
937-645-7350

OWNERSHIP:
SANITARY SEWER, GAS LINES, ELECTRIC LINES AND TELECOMMUNICATIONS ARE OWNED AND MAINTAINED BY THE RESPECTIVE SERVICE PROVIDERS AND ARE INSTALLED WITHIN EASEMENTS FOR ACCESS AND MAINTENANCE AS DESCRIBED IN "UTILITY EASEMENTS"

SURVEY DATA:

BASIS OF BEARINGS:
THE BASIS OF BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE RIGHT-OF-WAY OF INDUSTRIAL PARKWAY BEING SOUTH 49°01'47" EAST AS MEASURED WITH GPS OBSERVATIONS ON JULY 8, 2016.

SOURCE DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" REBAR, THIRTY INCHES LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

PERMANENT MARKERS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH A ALUMINUM CAP BEARING THE INITIALS "CEC".

CERTIFICATION:
THE ACCOMPANYING PLAT REPRESENTS A SUBDIVISION OF LAND IN V.M.S. NO. 5134, UNION COUNTY, OHIO. THE TRACT HAS AN AREA OF 4.265 ACRES IN STREETS, 11.310 ACRES IN OPEN SPACE, AND 10.484 ACRES IN LOTS MAKING A TOTAL OF 26.059 ACRES.

ALL MEASUREMENTS ARE IN FEET AND DECIMALS OF A FOOT. ALL MEASUREMENTS ON CURVES ARE CHORD DISTANCES.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAT IS A CORRECT REPRESENTATION OF MITCHELL HIGHLANDS SECTION 2, AS SURVEYED JULY 2016.

_____
MARK ALAN SMITH
PROFESSIONAL LAND SURVEYOR NO. 8232

REVISION RECORD

NO	DESCRIPTION	DATE

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 290 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS SECTION 2

DATE: APRIL 2017 | DRAWN BY: JEC | CHECKED BY: JWC | DWG SCALE: N/A | PROJECT NO: 164-498 | APPROVED BY: MAS

DRAWING NO.: PLAT

SHEET 1 OF 3

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

LINE TABLE

LINE #	DIRECTION	LENGTH
L32	S 16°24'39" E	217.60'
L33	S 74°40'22" W	100.00'
L34	N 16°24'37" W	169.04'
L35	N 12°42'40" W	35.15'
L36	N 00°00'00" E	50.46'
L37	N 46°54'36" E	50.79'
L38	N 03°59'21" W	318.51'
L39	N 55°31'49" E	54.96'
L40	S 28°16'42" E	75.96'
L41	S 30°28'39" E	54.33'
L42	N 21°55'22" E	33.65'
L43	N 31°46'04" W	34.00'

LINE TABLE

LINE #	DIRECTION	LENGTH
L44	N 28°16'42" W	75.96'
L45	N 55°31'49" E	70.75'
L46	N 55°31'49" E	64.57'
L47	N 41°05'32" E	54.67'
L48	N 63°05'09" W	30.54'
L49	N 41°21'27" W	64.02'
L50	N 16°01'51" W	55.45'
L51	N 22°40'44" E	123.63'
L52	S 62°29'34" E	18.01'
L53	S 33°15'40" E	28.84'
L54	S 69°16'43" E	60.44'
L55	S 33°30'22" E	113.71'

LINE TABLE

LINE #	DIRECTION	LENGTH
L56	S 34°40'56" W	32.65'
L57	S 17°19'35" W	38.69'
L58	S 07°09'49" W	38.94'
L59	S 29°08'29" W	14.35'
L60	S 00°08'19" E	104.08'
L61	S 60°09'52" W	4.81'
L62	S 60°09'52" W	27.79'
L63	S 03°59'31" E	22.92'
L64	N 60°09'52" E	27.75'
L65	N 60°09'52" E	3.10'
L66	S 00°08'10" E	60.00'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C33	245.00'	11°43'57"	50.17'	50.08'	S 38°22'20" E
C34	205.00'	21°55'30"	78.45'	77.97'	S 44°28'06" E

NOTE "A": ACREAGE BREAKDOWN

TOTAL ACREAGE:	26.059	26.069
ACREAGE IN LOTS 1–6, 38, 52–56, 86–101, & 107–114 INCLUSIVE:	10.484	10.485
ACREAGE IN OPEN SPACES:	11.310	11.301
ACREAGE IN RIGHT-OF-WAYS:		
INDUSTRIAL PARKWAY:	0.857	0.878
CAMBERLY AVENUE:	0.797	0.795
HIGHLANDS AVENUE:	1.418	1.428
GREYSTONE COURT:	0.567	
ALNWICK LOOP:	0.328	
DEWITT ROAD:	0.298	0.295
TOTAL:	4.265	4.283
PARCEL#		0.633
17-0022019.0000	19.144	18.522
15-0022018.0000	6.915	
TOTAL:	26.059	26.069

15-0022032.2010

NOTE "B": NON-EXCLUSIVE UTILITY EASEMENTS ARE PLATTED FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES, STORM WATER MANAGEMENT, AND SERVICE CONNECTIONS THERETO, ABOVE AND BENEATH THE SURFACE OF THE GROUND;

NOTE "C": AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS MITCHELL HIGHLANDS SECTION 2 IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE 500-YEAR FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C0388D, WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

NOTE "D": DRIVES SHALL NOT ENCROACH INTO ANY SIDE YARD EASEMENT.

NOTE "E": NO VEHICULAR ACCESS TO BE IN EFFECT UNTIL SUCH TIME AS THE PUBLIC STREET RIGHT-OF-WAY IS EXTENDED BY PLAT OR DEED.

NOTE "F": "BE ADVISED: A SUB-SURFACE DRAINAGE SYSTEM MAY EXIST ON THIS SITE. THE SYSTEM AND/OR OUTLET IF LOCATED ON THIS PROPERTY MUST BE MAINTAINED AT ALL TIMES.";

NOTE "G": "ZONING SETBACKS REFLECT CURRENT ZONING STANDARDS AT THE TIME OF THE ZONING INSPECTOR'S SIGNATURE OF THE FINAL PLAT AND ARE NOT SUBDIVISION PLAT RESTRICTIONS";

NOTE "H": THE JEROME TOWNSHIP TRUSTEES SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER PIPE AND DRAINAGE STRUCTURES WITHIN MITCHELL HIGHLANDS SECTION 2, ROAD RIGHT OF WAYS.

NOTE "I": UTILITY EASEMENTS: WE THE UNDERSIGNED OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, DAYTON POWER & LIGHT, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT A MINIMUM IF TEN (10) FEET IN WIDTH UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR SHOWN HEREON AND PARALLEL WITH THE CONTIGUOUS TO INDUSTRIAL PARKWAY, CAMBERLY AVENUE, HIGHLANDS AVENUE, GREYSTONE COURT, AND ALNWICK LOOP AND ALSO UPON LAND AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH UNDERGROUND ELECTRIC, WATERLINES, SEWER LINES, GAS, AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPE LINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS, AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAT DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENTS PREMISES. SAID EASEMENTS RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE TO REMOVE TREES AND LANDSCAPING, INCLUDING LAWNS WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE, RIGHT TO INSTALL, REPAIR, AUGMENT, AND MAINTAIN SERVICE CABLES, AND PIPE LINES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES OR THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT-OF-WAY AND EASEMENT GRANT.

NOTE "J": DRAINAGE EASEMENT: WE THE UNDERSIGNED OWNERS OF THE PLATTED LAND, DO HERE BY GRANT UNTO UNION COUNTY AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEES), A PERMANENT EASEMENT WITHIN AREAS DESIGNATED "DRAINAGE EASEMENT", "UTILITY EASEMENT" AND "DRAINAGE AND UTILITY EASEMENT" TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE DRAINAGE FACILITIES SUCH AS STORM SEWERS, DRAINAGE SWALES OR COURSES AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DRAINAGE REQUIRED FOR PUBLIC OR PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE UPON, WITHIN, AND ACROSS SAID EASEMENT PREMISES. NO PERMANENT STRUCTURES, PLANTINGS, ETC. SHALL BE PERMITTED IN THE EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE, WITHOUT LIABILITY, TREES AND LANDSCAPING, INCLUDING LAWNS OR ANY OTHER STRUCTURE WITHIN SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF FACILITIES.

NOTE "K": RESERVE "C", RESERVE "D", RESERVE "E" AND RESERVE "F", SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN MITCHELL HIGHLANDS SECTION 2, SUBDIVISION FOR THE PURPOSE OF COMMON OPEN SPACE AND STORM WATER RUN-OFF FACILITIES. ALL OF RESERVE "C", RESERVE "D", AND RESERVE "E" SHALL BE DESIGNATED AS A DRAINAGE EASEMENT WITH EXCEPTION OF THAT AREA WITHIN THE CONSERVATION EASEMENT.

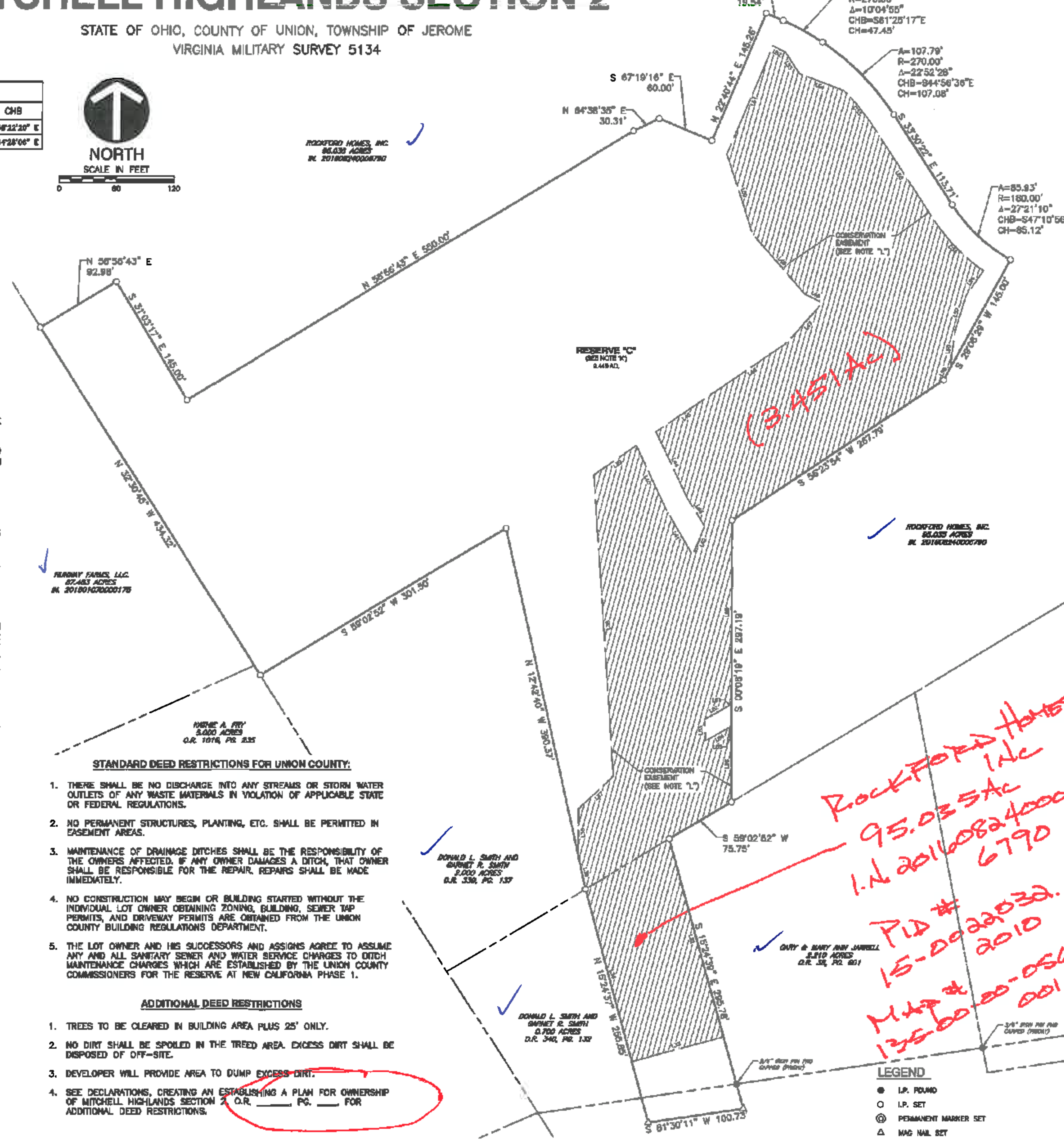
NOTE "L": THE DRAINAGE AND CONSERVATION EASEMENT SHOWN HEREON IS FOR THE PURPOSE OF PRESERVING THE INTEGRITY OF THE DEFINED JURISDICTIONAL STREAM AND WETLAND AREAS PER THE 401 AND 404 PERMITS FOR THIS DEVELOPMENT. NO STRUCTURES OR IMPROVEMENTS FOR THIS DEVELOPMENT OF ANY KIND MAY BE PLACED UPON, IN OR UNDER THE AREA DESIGNATED HEREON AS CONSERVATION EASEMENT FOR THIS DEVELOPMENT, NOR SHALL ANY WORK BE PERFORMED THEREON WHICH WOULD ALTER THE NATURAL STATE OF THE EASEMENT OR DAMAGE ANY OF THE TREES OR VEGETATION THEREIN.

ALL DRAINAGE AND CONSERVATION EASEMENTS DELINEATED WITHIN THE SITE SHALL BE ACCESSIBLE TO THE UNION SOIL AND WATER CONSERVATION DISTRICT FOR DRAINAGE MAINTENANCE ISSUES.

CONSERVATION EASEMENT TOTAL ACREAGE: ~~1.003~~ ACRES 4.484 Ac

NOTE "M": TREE BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS SECTION 2" SUBDIVISION FOR THE PURPOSE OF OPEN SPACE, ANY USES ALLOWED BY THE THEN CURRENT ZONING. THE TREE BUFFER EASEMENT SHALL ALSO BE DESIGNATED AS A "NO BUILD ZONE" AND SHALL REMAIN FREE OF ALL STRUCTURES, INCLUDING BUT NOT LIMITED TO SHEDS, FENCES (OTHER THAN DEVELOPER INSTALLED ENTRY FEATURE), SWING SETS, PLAY STRUCTURES, SATELLITE DISH ANTENNAS, AND THE LIKE. MITCHELL HIGHLANDS HOMEOWNERS ASSOCIATION, INC. SHALL AT THEIR EXPENSE REPLACE DEAD TREES IN THE TRESS AND MOUNDING BUFFER ZONE.

NOTE "N": MOUNDING BUFFER, AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF OWNERS OF THE FEE SIMPLE TITLES TO LOTS IN "MITCHELL HIGHLANDS SECTION 2" SUBDIVISION FOR THE PURPOSE OF OPEN SPACE, ANY USES ALLOWED BY THE THEN CURRENT ZONING.



STANDARD DEED RESTRICTIONS FOR UNION COUNTY:

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP PERMITS, AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATIONS DEPARTMENT.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES TO DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR THE RESERVE AT NEW CALIFORNIA PHASE 1.

ADDITIONAL DEED RESTRICTIONS

1. TREES TO BE CLEARED IN BUILDING AREA PLUS 25' ONLY.
2. NO DIRT SHALL BE SPOILED IN THE TREED AREA. EXCESS DIRT SHALL BE DISPOSED OF OFF-SITE.
3. DEVELOPER WILL PROVIDE AREA TO DUMP EXCESS DIRT.
4. SEE DECLARATIONS, CREATING AN ESTABLISHING A PLAN FOR OWNERSHIP OF MITCHELL HIGHLANDS SECTION 2, O.R. ____, PG. ____, FOR ADDITIONAL DEED RESTRICTIONS.

REVISION RECORD

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS SECTION 2

DATE: APRIL 2017 | DRAWN BY: JEC | CHECKED BY: JWC | DWG SCALE: 1"=60' | PROJECT NO: 164-449 | APPROVED BY: MAB

DRAWING NO.: PLAT

SHEET 3 OF 3

MITCHELL HIGHLANDS SECTION 2

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
VIRGINIA MILITARY SURVEY 5134

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	250.00'	16°30'57"	72.08'	71.81'	S 49°07'18" W
C2	250.00'	50°20'20"	219.65'	212.65'	S 07°27'03" E
C3	220.00'	16°30'57"	63.42'	63.20'	N 49°07'18" E
C4	280.00'	16°30'57"	80.71'	80.43'	S 49°07'18" W
C5	280.00'	5°04'44"	24.82'	24.81'	N 43°24'11" E
C6	280.00'	11°26'13"	55.89'	55.80'	N 51°39'40" E
C7	35.00'	90°00'00"	54.98'	49.50'	S 77°37'13" E
C8	35.00'	90°00'00"	54.98'	49.50'	N 12°22'47" E
C9	35.00'	90°00'00"	54.98'	49.50'	S 12°22'47" W
C10	35.00'	90°00'00"	54.98'	49.50'	N 77°37'13" W
C11	35.00'	85°00'00"	51.92'	47.29'	N 09°52'47" E
C12	35.00'	95°00'00"	58.03'	51.61'	N 80°07'13" W
C13	35.00'	88°46'20"	54.23'	48.96'	S 11°45'57" W
C14	35.00'	91°13'40"	55.73'	50.02'	S 78°14'03" E
C15	60.00'	41°24'35"	43.36'	42.43'	N 35°26'49" E
C16	60.00'	262°49'09"	275.22'	90.00'	S 33°50'53" E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C17	60.00'	41°24'35"	43.36'	42.43'	S 76°51'24" W
C18	60.00'	17°31'53"	18.36'	18.29'	S 23°30'28" W
C19	60.00'	110°49'29"	116.06'	98.79'	S 87°41'09" W
C20	60.00'	48°42'01"	51.00'	49.48'	N 12°33'08" W
C21	60.00'	55°06'22"	57.71'	55.51'	N 39°21'05" E
C22	60.00'	30°39'26"	32.10'	31.72'	N 82°13'58" E
C23	220.00'	50°20'20"	193.29'	187.13'	S 07°27'03" E
C24	280.00'	32°25'15"	158.44'	156.33'	S 16°24'36" E
C25	220.00'	1°44'16"	6.67'	6.67'	N 31°45'06" W
C26	220.00'	39°23'39"	151.28'	148.30'	N 11°11'08" W
C27	220.00'	9°12'26"	35.35'	35.31'	N 13°06'54" E
C28	280.00'	1°48'45"	8.86'	8.86'	N 31°42'51" W
C29	280.00'	15°58'04"	78.03'	77.78'	N 22°49'27" W
C30	280.00'	14°38'27"	71.55'	71.35'	N 07°31'12" W
C31	35.00'	78°05'29"	47.70'	44.10'	S 39°14'43" E
C32	35.00'	83°59'25"	51.31'	46.83'	S 56°42'50" W

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 78°17'28" W	106.39'
L2	S 11°42'32" W	60.00'
L3	S 78°17'28" E	82.42'
L4	N 40°51'50" E	45.60'
L5	N 75°15'28" W	60.00'
L6	S 07°33'41" W	60.00'
L7	S 73°18'47" E	102.83'
L8	S 73°18'47" E	123.12'
L9	N 66°11'21" W	141.64'
L10	N 72°16'53" W	15.99'
L11	N 19°42'08" E	81.05'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L12	S 77°39'47" E	75.62'
L13	S 19°42'08" W	7.97'
L14	S 70°09'40" E	50.00'
L15	N 19°42'08" E	16.47'
L16	S 75°47'58" E	35.81'
L17	S 11°42'32" W	44.23'
L18	N 52°21'20" E	84.01'
L19	N 28°05'21" E	33.58'
L20	N 18°00'20" E	66.04'
L21	S 76°52'13" E	50.26'
L22	S 28°00'15" E	13.40'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L23	S 77°25'43" E	27.81'
L24	S 77°25'43" E	77.10'
L25	S 25°58'48" W	97.45'
L26	S 52°21'20" W	153.34'
L27	N 49°01'47" W	127.51'
L28	N 19°54'18" E	117.28'
L29	N 80°02'44" E	75.98'
L30	S 60°01'40" W	28.57'
L31	N 68°17'01" E	7.57'

NORTH
SCALE IN FEET
0 60 120

LEGEND
- I.P. FOUND
- I.P. SET
- PERMANENT MARKER SET
- MAG NAIL SET

INDUSTRIAL PARKWAY (-EX R/W-)
N 57°22'47" E 52.12'
S 49°01'47" E 765.11'
N 49°01'47" W 496.89'
512.07'
253.04'
S 49°01'47" E 208.47'
N 49°08'10" W 201.36'
S 49°08'10" E 144.68'
N 40°51'50" E 32.00'
S 48°56'52" E 322.28'
139.61'
182.67'
S 56°35'33" W 260.55'
S 49°01'47" E 353.31'
294.30'
S 52°21'20" W 83.94'
S 13°37'32" W 119.20'
S 11°42'32" W 74.58'
S 27°38'39" W 69.02'
N 66°11'21" W 141.64'
S 72°16'53" W 176.00'
S 17°43'07" W 7.32'
N 72°16'53" W 180.00'
N 17°43'07" E 150.49'
N 57°22'47" E 579.98'
S 57°22'47" W 441.09'
S 57°07'00" W 265.30'
N 59°09'07" E 298.81'
S 59°11'31" W 97.76'
N 57°22'47" W 579.98'
S 57°22'47" W 110.00'
N 57°22'47" E 60.00'
S 52°21'47" W 170.85'
N 57°22'47" W 170.85'
N 32°37'13" W 375.17'
S 32°37'13" E 180.00'
S 32°37'13" E 347.52'
S 32°37'13" E 183.06'
N 32°37'13" W 360.03'
N 33°50'53" W 107.58'
S 33°50'53" E 91.65'
N 33°50'53" W 171.74'
N 33°50'53" W 167.70'
S 31°56'03" E 169.79'
130.63'
S 89°35'39" W 93.31'
S 76°17'28" E 237.50'
N 17°43'25" E 164.77'
N 17°43'07" E 171.86'
S 17°43'07" W 97.29'
S 72°16'53" E 147.17'
S 72°16'53" E 150.00'
N 32°37'13" W 150.00'
N 32°37'13" W 165.17'
N 32°37'13" W 131.87'
S 32°37'13" E 118.37'
S 32°37'13" E 119.99'
N 44°03'27" W 173.80'
N 76°12'08" W 174.78'
S 15°50'57" W 129.00'
S 31°56'03" E 169.79'
N 40°51'50" E 45.60'
N 75°15'28" W 60.00'
S 07°33'41" W 60.00'
S 73°18'47" E 123.12'
N 66°11'21" W 141.64'
N 72°16'53" W 15.99'
N 19°42'08" E 81.05'
S 77°39'47" E 75.62'
S 19°42'08" W 7.97'
S 70°09'40" E 50.00'
N 19°42'08" E 16.47'
S 75°47'58" E 35.81'
S 11°42'32" W 44.23'
N 52°21'20" E 84.01'
N 28°05'21" E 33.58'
N 18°00'20" E 66.04'
S 76°52'13" E 50.26'
S 28°00'15" E 13.40'
S 77°25'43" E 27.81'
S 77°25'43" E 77.10'
S 25°58'48" W 97.45'
S 52°21'20" W 153.34'
N 49°01'47" W 127.51'
N 19°54'18" E 117.28'
N 80°02'44" E 75.98'
S 60°01'40" W 28.57'
N 68°17'01" E 7.57'
A=17.73'
R=530.00'
A=1°55'00"
CHB=S77°19'58"E
CH=17.73'
SEE NOTE "E"
SEE NOTE "K"
SEE NOTE "L"
SEE NOTE "M"

KARL R. & ELIZABETH A. ZEITERS
0.930 ACRES
O.R. 647, PG. 589

KARL R. & ELIZABETH A. ZEITERS
0.900 ACRES
O.R. 647, PG. 589

DAVID M. & SHEILA R. STAATS
5.059 ACRES
D.B. 311, PG. 766

ARUTHUR C. & MARCIA AC. BASCHNAGEL
1.136 ACRES
O.R. 918, PG. 074

EARL R. & LINDA G. GRIMMETT
1.136 ACRES
IN. 201503120001793

BARRY D. ADLER & MARY COTTER
8.887 ACRES
D.B. 292, PG. 645
IN. 20170317 0002256

ROCKFORD HOMES, INC.
95.035 ACRES
IN. 201608240006790
PID. 15-0022018.0000
MAP #135-00-00-081.000

ROCKFORD HOMES, INC.
95.035 ACRES
IN. 201608240006790
PID. 17-0022019.0000
MAP #135-00-00-082.000

RESERVE "A" (SEE NOTE "K") 0.116 AC.
RESERVE "B" (SEE NOTE "K") 1.302 AC.
RESERVE "C" (SEE NOTE "K") 0.433 AC.
RESERVE "D" (SEE NOTE "K") 0.433 AC.
RESERVE "E" (SEE NOTE "K") 1.302 AC.

1 0.342 AC.
2 0.275 AC.
3 0.275 AC.
4 0.282 AC.
5 0.282 AC.
6 0.269 AC.
38 0.269 AC.
107 0.287 AC.
108 0.297 AC.
109 0.288 AC.
110 0.288 AC.
111 0.303 AC.
112 0.303 AC.
113 0.353 AC.
114 0.401 AC.
88 0.342 AC.
89 0.589 AC.
90 0.430 AC.
91 0.357 AC.
92 0.298 AC.
93 0.343 AC.
94 0.309 AC.
95 0.491 AC.
96 0.538 AC.
97 0.222 AC.
98 0.208 AC.
99 0.216 AC.
100 0.231 AC.
52 0.203 AC.
53 0.276 AC.
54 0.287 AC.
55 0.240 AC.
56 0.241 AC.

CAMBERLY AVENUE (60' R/W)
HIGHLANDS AVENUE (60' R/W)
GREYSTONE COURT (60' R/W)
DEWITT DRIVE (60' R/W)
ALANWICK LOOP (60' R/W)

JONATHON ALDER LSD (31.601 ACRES)
DUBLIN CSD (63.434 ACRES)

LOT # ACREAGE

TOTAL 0.698 Ac
TOTAL 0.345

REVISION RECORD

NO.	DESCRIPTION	DATE

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

ROCKFORD HOMES, INC.
JEROME TOWNSHIP
UNION COUNTY, OHIO

MITCHELL HIGHLANDS
SECTION 2

DATE:	APRIL 2017
DRAWN BY:	JEC
DWG SCALE:	1"=60'
CHECKED BY:	JWC
PROJECT NO:	164-445
APPROVED BY:	MAS

DRAWING NO.:
PLAT
SHEET 2 OF 3

Jerome Township
Union County, Ohio

9777 Industrial Parkway
Plain City, Ohio 43064
Office (614) 873-4480
Fax (614) 873-8664

October 2, 2017

Bradley J. Bodenmiller
LUC Regional Planning Commission
10820 SR 347
East Liberty, Ohio 43319

RE.: Mitchell Highlands, Section 2 – Final Plat

Dear Brad,

I have reviewed the Final Plat for Section 2 of Mitchell Highlands as sent to our office on September 25, 2017. The Final Plat as filed seems to generally comply with the layout of the proposed single-family lots as approved by the Zoning Commission as part of the Final Development Plan (FDP) for this section of Mitchell Highlands. However, the lot numbering is inconsistent with the REVISED March 31, 2017 FDP. It is, however, consistent with the original February 2017 FDP. The original Zoning Plan indicated two (2) FUTURE lots at the west end of Section 5, designated as Future 1 and Future 2. However, as I understand it, it was required that these two future lots be assigned lot numbers, which resulted in the sequencing of lot numbers shifting. However, the lot numbers were shifted back on the REVISED March 31, 2017 FDP to match the original zoning plan for FDP approval by the Zoning Commission. The Township has no issues with all lots having lot numbers.

Our review is limited solely to the issues relating to compliance with the approved zoning, such as the proposed lot count, lot sizes, setbacks, open space percentages, etc. As such the **zoning office has no major concerns** with the Final Plat as filed. As always, the townships review is limited strictly to zoning related items and does not cover technical related issues such as traffic, access, or site engineering. Please feel free to contact me at your convenience with any questions you may have regarding this review or the pending Final Plat Approval.

Based upon this review **our office has no comments or concerns** regarding the plat and would raise no issues in regards to its pending approval.

Respectfully,

Mark Spagnuolo
Jerome Township Zoning Officer

Engineering, Planning and Zoning
City Hall, 209 South Main Street
Marysville, Ohio 43040-1641
(937) 645-7350
FAX (937) 645-7351
www.marysvilleohio.org

Ocotber 4, 2017

Bradley J. Bodenmiller
LUC Regional Planning Commission
9676 East Foundry
East Liberty, OH 43319

Subject: **Mitchell Highlands Section 2**
Final Plat Comments

The City of Marysville has reviewed the Final Plat for the Mitchell Highlands, Section 2 development and recommends approving the Final Plat upon addressing the following comments:

Sheet 1 of 3:

1. Please include "waterlines" to the "ownership" section on this sheet.

Sheet 2 of 3:

1. Please label the easement between Lots 95 and 96 as "Utility Easement" instead of "Easement".
2. Please label and dimension the easement at the southwest extension of southern Alnwick Loop as "Utility Easement".

Sheet 3 of 3:

1. It appears there is a spelling error in Note "I", Line 10. I believe "MAT" should be "MAY". Please confirm.

Please contact us if you need additional clarification or wish to discuss these comments further.

Sincerely,

Kyle Hoyng

Kyle Hoyng, P.E.
Utility Engineer

cc. Jeremy Hoyt, P.E. (City of Marysville)
Mike Andrako, P.E. (City of Marysville),
Scott Sheppeard (City of Marysville)
Rich Felton (City of Marysville)

URE
Union Rural Electric

15461 US Route 36 • PO Box 393 • Marysville, OH 43040-0393
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Your Touchstone Energy® Cooperative

October 4, 2017

Bradley Bodenmiller
LUC Regional Planning Commission
9676 E. Foundry St.
East Liberty, OH 43319

RE: UREC comments for Mitchell Highlands Section 2 – Final Plat

Brad,

Noted comments per paper drawings received 09/28/17. Drawing set of 3 sheets issued Plat for Mitchell Highlands Section 2, Dated September 2017:

1) Sheet 1 of 3 – Cover Sheet / Site
   a) No reference to number of lots in development.
   b) Dewitt Drive is not listed in dedicated public road and right of way.
   c) Noted Easement language are for Utility and Drainage easements to be shared by public and quasi-public – reference dimensions on sheet 2.
   d) Noted Items:
      - Front Setback: 25 FT from edge of R/W
      - Side Yard Setback: 5 FT per side
      - Lots 94-96 and 113-114 with 10 FT each side for 20 FT total
      - Rear Setback: 30 FT

2) Sheet 2 of 3 –
   e) No reference to number of lots in development.
   f) Number of Lots: 34

Lots 1 through 6	= 6	
Lot 38	= 1	
Lots 52 through 56	= 5	
Lots 88 through 99	= 12	
Lots 100 through **101**	= 2	(Lot number 101 is missing on drawing)
Lot 107	= 1	
Lots 108 through 114	= 7	
Total:	34	

   g) Noted Utility and Drainage easements are 25 feet from edge of road/ street right of way to build setback throughout development.
   h) Need to extend 25 feet of Utility Easement from edge of Lot 89 to exiting easement in Section 1 along Dewitt Drive. URE require continuous easements for installation of electrical facilities.
   i) Note street name changes for connecting sections - Dewitt Road is in Section 1 and Dewitt Drive is in Section 2. (Dewitt Drive is noted in Section 1, drawing page 2 of 3)

j) Developer to install creek/stream/wetland crossing conduits (directional bore if applicable) 10 feet beyond creek/stream/wetland protection easements (when applicable). See attached road crossing drawing.
k) Developer to extend creek/stream/wetland crossing conduits for 30 FT No Build/ No Disturb (See Note "O" – p 3 of 3) area for lots 88 and 89. Reference item j) above.
l) Note 60 FT No Build Zone/ No Disturb Zone (Note "O"): Request clarification for utility easement crossing for Lots 99, 100, 107, 108. What is the significance of the dash or solid lines in the easements? Request removal of extensions of dash or solid lines in easement areas.

3) Sheet 3 of 3 –
   m) Comments for notes:
      - Note "B" – Reference Non-Exclusive Utility Easements
      - Note "I" – Utility Easements for URE will use the 10 FT width adjacent to the setback for electrical facilities to serve home lots. Other electrical facilities will use the 10 FT width from center of electrical facilities as installed in right of way to avoid other utilities. Need to include Dewitt Drive in street listing.
      - Note "K" – Utility Easements exist for Reserve "F" for placement of URE overhead and underground electric facilities.
      - Note "N" – Mounding Buffer has an existing utility easement for placement of URE overhead and underground electric facilities.
      - Note "O" – No Build Zone/ No Disturb Zone: Request clarification for utility easement crossing on page 2 of 3 for Lots 88, 89, 99, 100, 107, 108. What is the significance of the dash or solid lines in the easements? Request removal of extensions of dash or solid lines in easement areas. Conflicts with Item 2 of the Standard Deed Restrictions for Union County.
   n) URE electric services are from front lot.
   o) URE easement requirements are 20 feet for underground primary and secondary facilities. Actual location of electrical facilities on lots can be located within a 10 feet easement if adjacent property has additional easements or right of way for ingress and egress totaling a minimum of 20 feet.

Still need to work with developer to complete UREC Development Agreement.

Regards,

Ron Rockenbaugh
Manager of Engineering Services
Union Rural Electric Cooperative, Inc.
PO Box 393
15461 US Route 36
Marysville, Ohio 43040
Direct: (937) 645-9241

Mitchell Highlands

Road Crossings - Sections 1 & 2
10/04/2017

15461 US Route 36 E • Marysville, OH 43040-0393
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www.ure.com • October 2017

0 62.5 125 250 375 500 Feet

N

Conduit - Sections 1 & 2

Conduit - other

INDUSTRIAL

Camberly Ave

Highlands Ave

Greystone Ct

Alnwick Loop

Windsor Curve

Dewitt Rd

8 - 4" Conduits

8 - 4" Conduits

8 - 4" Conduits

10 - 4" Conduits

12 - 4" Conduits

12 - 4" Conduits

8 - 4" Conduits

12 - 4" Conduits

8 - 4" Conduits

8 - 4" Conduits

12 - 4" Conduits

8 - 4" Conduits

1 2 3 4 5 6 38 107 101 100 53 52 54 55 56 114 113 112 111 110 109 108 96 97 98 99 95 94 93 92 91 90 89 88 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 150 151 149 152 128 127 126 125 124 123

Staff Report – Village Neighborhood, Section 3

Applicant:	Jerome Village Company, LLC c/o Gary Nuss 375 North Front Street, Suite 200 Columbus, OH 43215 nussg@nationwide.com Terrain Evolution, Inc. c/o Justin Wollenberg, PE 720 East Broad Street, Suite 203 Columbus, OH 43215 jwollenberg@terrainevolution.com
Request:	Approval of the Village Neighborhood, Section 3 Preliminary Plat.
Location:	Located east of Hyland-Croy Road and north of Ravenhill Parkway in Jerome Township, Union County.

Staff Analysis:	This Preliminary Plat involves 31.314 acres of land and proposes 43 single-family residential lots and 22 multi-family residential lots (110 units). Acreages: ○ 3.639 acres in *public* right-of-way ○ 4.073 acres in *private* right-of-way ○ 13.757 acres in residential lots ○ 9.845 acres in open space Proposed utilities: ○ City of Marysville public water system ○ Jerome Village collection and City of Marysville public sanitary waste treatment • **Union County Engineer's Office** ○ No comments received as of 10-04-17. • **Union County Soil & Water Conservation District** ○ No comments received as of 10-04-17. • **Union County Health Department** ○ No comments received as of 10-04-17. Standard comments from the Health Department are below: 1. "All efforts should be made to provide a point of connection (via easements and/or services lines)

to both water and sewer to any adjacent home, business, or any other facility that is serviced by a private water system (PWS) and or sewage treatment system (STS)."

2. "Any home, business, or other structure that is currently being serviced by a private STS and ends up being situated within 200' of a sanitary sewer easement, shall be brought to the attention of the Union County Health Department."
3. "If at any time during development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and or abandonment of a PWS and STS."

- **City of Marysville**
  - The City of Marysville submitted comments in a letter dated 10-04-17. The City recommended approval upon addressing the following comments as part of the Construction Drawing process:
    1. Due to the mixture of private and public roadways within the development, the City requests all waterlines be private (and master metered) except for the waterline along Gardenia Drive.

- **Jerome Township**
  - Jerome Township submitted comments in a letter dated 10-03-17. The Township reported the plan, layout, and lots as shown appear to meet the requirements of the zoning as approved by the township. However, the Township advised the applicant still needs to proceed with Final Development Plan approval and recommended the applicant secure approval of the Final Development Plan prior to submitting for Final Plat once it is clear that the engineering works.

- **ODOT District 6**
  - No comments received as of 10-04-17.

- **Ohio Edison**
  - No comments received as of 10-04-17.

- **LUC Regional Planning Commission**

	1. Label easements and widths. Easements for water and sewer must be a minimum for 20' and 10' for other utilities (§313, 12.; §414). 2. All variances or exceptions shall be approved by the County Commissioners before any action by the Regional Planning Commission. Add all variances or exceptions and their resolution number and date to Sheet 1 (§705). 3. A letter from Jerome Township certifying that the Final Plat conforms with the Township's zoning is required before any approval of the Final Plat may be granted (§401; §412, 1.; §413, 2.). 4. All bonds, surety, letters of credit, etc. shall be approved by the County Commissioners before any approval of the Final Plat may be granted (§326).

Staff Recommendations:	Staff recommends ***DENIAL*** of Village Neighborhood, Section 3 (VN-3) – Preliminary Plat. This is recommended with the understanding that the Z&S Committee may wish to make a different recommendation if the following occurs: ○ Proof is provided to LUC that all variances or exceptions were approved by the County Commissioners.

Z&S Committee Recommendations:	

Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

Application for Preliminary Plat Approval

Date: 9/21/2017

Name of Subdivision: Village Neighborhood, Section 3
Location: Jerome Township, Union County, Ohio
Township: Jerome Military Survey: 3005
Complete Parcel(s) Identification Number (PIN): 1700100150010, 1700100140000

Have **ALL** Sketch Plan review letters been obtained? Yes (Engineer, SWCD, Board of Health)

Name of Applicant: Jerome Village Company, LLC - Attn: Gary Nuss
Address: 375 North Front Street, Suite 200
City: Columbus State: Ohio Zip: 43215
Phone: 614.857.2334 Fax: 614.857.2346 Email: nussg@nationwide.com

Name of Owner of property to be subdivided: Same as applicant
Address:
City: State: Zip:
Phone: Fax: Email:

Name of Applicant's Surveyor or Engineer: Terrain Evolution, Inc. - Attn: Justin Wollenberg, PE, Project Manager
Address: 720 East Broad Street, Suite 203
City: Columbus State: Ohio Zip: 43215
Phone: 614.385.1092 Fax: 614.385.1085 Email: jwollenberg@terrainevolution.com

Proposed Acreage to be Subdivided: 31.314

Current Zoning Classification: PD

Proposed Zoning Changes: None

Proposed Land Use: Single & Multi-Family Residential

Development Characteristics
Number of proposed lots: 65 Typical lot width (feet): 52, 114
Number of proposed units: 153 Typical lot area (sq. ft.): 7384, 10944
Single Family Units: 43 Multi-Family Units: 110

Acreage to be devoted to recreation, parks or open space: 9.845 Ac.

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Recreation facilities to be provided: No

Do you propose deed restrictions? (If yes, attach a copy): Yes X No ____

1. Proposed method of Supplying Water Service: City of Marysville water system

2. Proposed method of Sanitary Waste Disposal: Jerome Village Collection & City of Marysville treatment
   (If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: See Preliminary Plat cover sheet for variances
   (If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	Improvement	Installation	Guarantee
a.	Public Roadway		x
b.	Storm sewer Collection & Mgnt		x
c.	Water Distribution		x
d.	Sanitary Sewer Collection System		x
e.			

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____

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Logan-Union-Champaign
regional planning commission

Director: Dave Gulden, AICP

Preliminary Plat Review Checklist

#	Required Item Description	Have	Need
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"	x	
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.	x	
3	Location by section, range, and township or Virginia Military Survey (VMS).	x	
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.	x	
5	Date of survey.	x	
6	Scale of the plat, north point, and date.	x	
7	Boundaries of the subdivision and its acreage.	x	
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.	x	
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.	x	
10	Zoning classification of the tract and adjoining properties.	x	
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.	x	
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.	x	
13	Layout, names and widths of proposed streets and easements.	x	
14	Building setback lines with dimensions.	x	
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.	x	
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.	x	
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.	x	

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• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	x	

Supplementary Information			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.	x	
20	Description of proposed covenants and restrictions.	x	
21	Description of proposed zoning changes.	x	
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.	x	
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.	x	
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval. N/A		
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval. N/A		
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.		x
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.	x	
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	x	

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PRELIMINARY PLAT & PLAN FOR

VILLAGE NEIGHBORHOOD SECTION 3

VIRGINIA MILITARY SURVEY (VMS) 3005
JEROME TOWNSHIP, UNION COUNTY, OHIO

BENCH MARKS

SOURCE — FRANKLIN COUNTY ENGINEERING DEPARTMENT MONUMENT 04–0087. ELEV.=998.117 (NAVD 88)

UNION COUNTY B.M. — 1.2 MILES SOUTH ALONG STATE HIGHWAY 38 FROM THE SOUTH CORPORATION LIMIT OF MARYSVILLE, UNION COUNTY AT THE JUNCTION OF A ROAD LEADING WEST, 33.9' WEST OF THE CENTERLINE OF STATE HIGHWAY 38, 23.8' SOUTH OF THE CENTERLINE OF THE ROAD. 3.0' SOUTH OF A FENCE CORNER POST AND ABOUT 4' LOWER THAN THE HIGHWAY. A UNITED STATES GEOLOGICAL SURVEY STANDARD DISK, STAMPED 1022 AND SET IN THE TOP OF A CONCRETE POST. ELEV.=1019.61 (NAVD 88)

B.M. #1 — PK IN SIDE OF UTILITY POLE, SOUTH SIDE OF WELLS ROAD, 150'± WEST OF GPS CONTROL POINT #50226. ELEV.=971.61 (NAVD 88)

B.M. #101 — IRON PIN SET IN THE GROUND, 32'± EAST OF THE CENTERLINE OF JEROME ROAD, 1650'± SOUTH OF CENTERLINE OF BLANEY ROAD, 2910'± NORTH OF CENTERLINE OF HILL ROAD.
N40°11'24.79", W83°10'49.00"
ELEV.=962.96 (NAVD 88)

B.M. #102 — IRON PIN SET IN THE GROUND, 62'± SOUTH OF CENTERLINE OF OLD WELLS ROAD, 90'± EAST OF CENTERLINE OF JEROME ROAD, 233'± NORTH OF CENTERLINE OF WELLS ROAD.
ELEV.=960.87 (NAVD 88)

B.M. #103 — IRON PIN SET IN THE GROUND, 39'± EAST OF THE CENTERLINE OF HYLAND–CROY ROAD, 172'± NORTH OF CENTERLINE OF WELLS ROAD, IN FRONT OF RESIDENCE #7700. ELEV.=971.75 (NAVD 88)

B.M. #104 — IRON PIN SET IN THE GROUND, SOUTHWEST SIDE OF WELLS ROAD REGIONAL PUMP STATION, 39'± NORTH OF CENTERLINE OF WELLS ROAD. ELEV.=966.32 (NAVD 88)

B.M. #105 — IRON PIN SET IN THE GROUND, 38'± SOUTHEAST OF THE CENTERLINE OF US 42, 4662'± SOUTHWEST OF THE CENTERLINE OF HARRIOT ROAD, 4862'± NORTH OF CENTERLINE OF WELLS ROAD.
N40°11'08.09", W83°12'26.03". ELEV.=979.78 (NAVD 88)

B.M. #106 — IRON PIN SET IN THE GROUND, NORTHEAST OF FUTURE RAVENHILL PARKWAY AND HYLAND–CROY ROAD ROUNDABOUT.
N40°11'02.65", W83°11'24.36". ELEV.=967.05 (NAVD 88)

STORMWATER MANAGEMENT

THE STORMWATER MANAGEMENT CALCULATIONS ARE BASED ON THE CRITICAL STORM CALCULATION. DEVELOPED AREAS SHALL BE REQUIRED TO RELEASE THE CRITICAL STORM AND ALL LESSER STORMS AT A RATE NO GREATER THAN THE PREDEVELOPED ONE YEAR STORM EVENT. ALL STORMS OF GREATER INTENSITY THAN THAT OF THE CRITICAL STORM SHALL RELEASE AT THEIR RESPECTIVE PREDEVELOPED RATES PER UNION COUNTY REGULATIONS.

THE EXISTING LAND USE CONSISTS OF VACANT LAND THAT HAS BEEN FARMED AS WELL AS LEFT FALLOW. THE TRIBUTARY AREAS FOR THIS PROJECT ACCUMULATE AND DISCHARGE TO JEROME ROAD DITCH VIA PREVIOUSLY CONSTRUCTED PONDS P–281 AND TO FRY DITCH VIA PREVIOUSLY CONSTRUCTED POND P–246 ALONG HYLAND–CROY ROAD AND WITHIN ERN1.

EXISTING POND
EXISTING DETENTION PONDS P–281 & P–246 WILL BE USED FOR STORMWATER MANAGEMENT PURPOSES. PONDS WILL BE WITHIN AN EASEMENT. POND AND OUTLET ON VN–4 & HYLAND–CROY PHASE 5 DITCH MAINTENANCE EXHIBITS, RESPECTIVELY.

WATER QUALITY
WATER QUALITY VOLUMES WILL BE CONTAINED IN THE PROPOSED STORMWATER MANAGEMENT BASINS AND RELEASED IN ACCORDANCE WITH THE OHIO EPA NPDES GENERAL PERMIT NO. OHC000004.

FLOODPLAIN

THE VN–3 DEVELOPMENT SITE IS LOCATED IN ZONE X, OUTSIDE OF 500–YEAR FLOODPLAIN ON FLOOD INSURANCE RATE MAP, UNION COUNTY, OHIO, #39159C0380D & #39159C0385D, EFFECTIVE DATE DECEMBER 16 2008.

OPEN SPACE

OPEN SPACE INCLUDING THE DEDICATED OPEN SPACE IN VN–3 IS TO BE OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY. USE OF OPEN SPACE IS TO BE RESTRICTED TO NECESSARY STORMWATER MANAGEMENT FACILITIES, UTILITY EASEMENTS AND RECREATIONAL USE

VARIANCE

VARIANCE HAS BEEN APPROVED FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 406, MINIMUM RIGHT–OF–WAY WIDTHS TO ALLOW A 50' RIGHT–OF–WAY WIDTH FOR ALL LOCAL STREET CLASSIFICATIONS WITHIN JEROME VILLAGE. RESOLUTION #306–09. DATED 6–11–09.

ZONING

VILLAGE NEIGHBORHOOD, SECTION 3 WAS ZONED PUD (NOW PD) AS PART OF THE JEROME VILLAGE DEVELOPMENT APPROVED BY JEROME TOWNSHIP, APRIL 23, 2007.

INFRASTRUCTURE OWNERSHIP

PRIVATE RIGHT–OF–WAY IN VN–3 IS TO BE OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY. USE OF RIGHT–OF–WAY TO BE RESTRICTED TO NECESSARY VEHICULAR ACCESS, STORMWATER CONVEYANCE FACILITIES AND UTILITIES.

STORM SEWER WITHIN VN–3 IS TO OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY.

WATERLINE WITHIN VN–3 IS TO OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY.

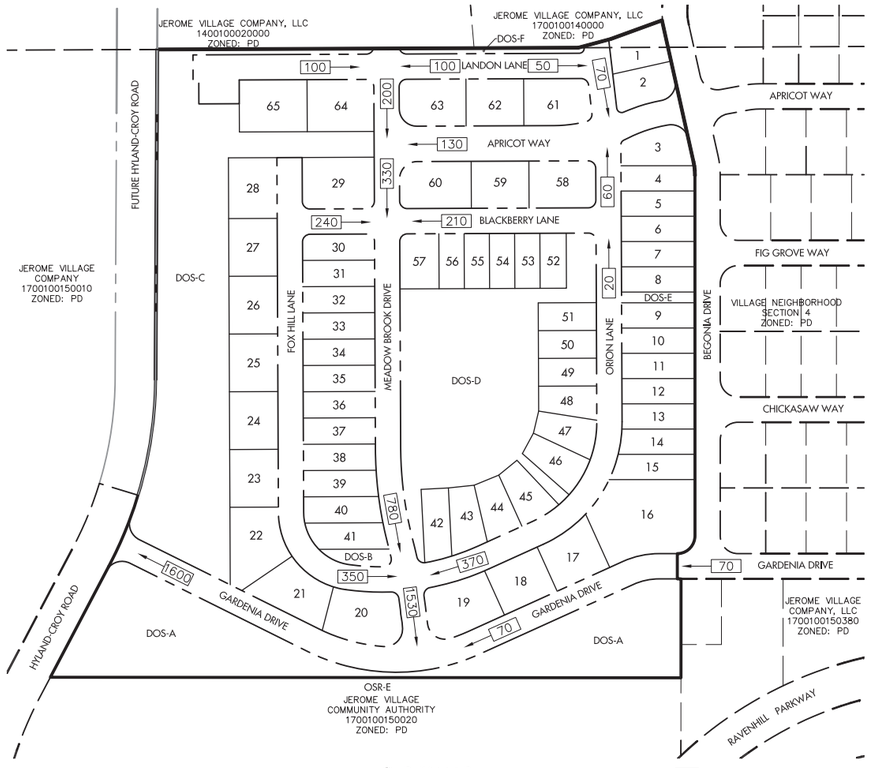
PARKING

NO PARKING EXCEPT AT DESIGNATED AREAS ARE PERMITTED WITHIN THE ROADWAYS.

VARIANCE

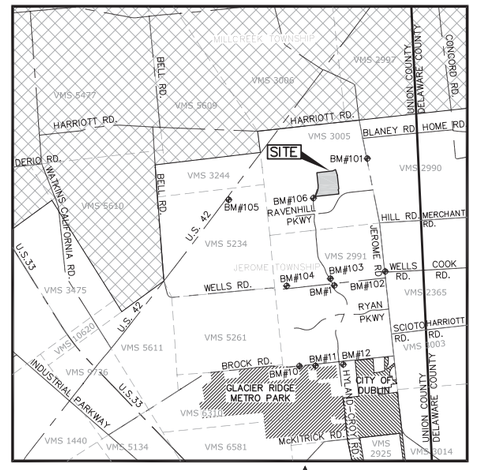
PREVIOUSLY GRANTED
1. VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 406, MINIMUM RIGHT–OF–WAY WIDTHS TO ALLOW A 50' RIGHT–OF–WAY WIDTH FOR ALL LOCAL STREET CLASSIFICATIONS WITHIN JEROME VILLAGE. RESOLUTION #306–09. DATED 6–11–09.

REQUESTED
1. VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 408.6 TO ALLOW ALLEY STREETS
2. VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 408.3 TO ALLOW DEAD END STREETS ON THE ALLEY STREETS.
3. VARIANCE FROM THE UNION COUNTY TECHNICAL DESIGN STANDARDS, ARTICLE 1, SECTION 101 – STREET DESIGN, PARTS H, I & J – HORIZONTAL ALIGNMENT TO ALLOW A CENTERLINE RADIUS OF LESS THAN 150 FT. PAVEMENT OF 24 FT EDGE TO EDGE, INVERTED CROWN WITHOUT CURB ON THE ALLEYS.
4. VARIANCE FROM UNION COUNTY SUBDIVISION REGULATION, SECTION 412 – TO ALLOW BLOCK LENGTH SHORTER THAN 500'.



INDEX MAP
SCALE: 1" = 150'

XXX = AVERAGE DAILY TRAFFIC



LOCATION MAP
SCALE: 1" = 4000'

GENERAL DEVELOPMENT SUMMARY

	PROPOSED	ZONED	
TOTAL AREA (ACRES)	31.314	31.3	
OPEN SPACE	9.845	5.4	
RIGHT–OF–WAY	7.712		
PUBLIC	3.639		
PRIVATE	4.073		
LOTS	13.757		
NUMBER OF LOTS	65	–	
DETACHED	43	–	
ATTACHED	22	–	
NUMBER OF UNITS	153	123	
DETACHED	43	–	
ATTACHED	110	–	
DENSITY (UNITS/ACRE)			
GROSS (# LOTS/TOTAL AREA)	4.886	3.930	
NET (# LOTS/LOT AREA)	11.122	–	
SETBACKS	ATTACHED (BUILDING)	DETACHED	
FRONT YARD (FROM OPPOSITE ALLEY)	20'	20'	
REAR YARD (FROM ALLEY R/W)	5'	5'	
SIDE YARD	5'	5'	

DOS = DEDICATED OPEN SPACE
OSR = OPEN SPACE RESERVE

UTILITY COMPANIES

ELECTRIC
OHIO EDISON
1040 SOUTH PROSPECT ST.
MARION, OH 43302
P: (800) 633–4766
F: (740) 382–7108

TELEPHONE/CABLE/INTERNET
TIME WARNER CABLE
P.O. BOX 2553
COLUMBUS, OHIO 43216
P: (614) 481–5263
F: (614) 255–6428

FRONTIER COMMUNICATIONS
550 LEADER STREET
MARION, OHIO 43302
P: (740) 383–0729
F: (937) 382–1910

GAS
COLUMBIA GAS
920 W. GOODALE BLVD
COLUMBUS, OH 43212
P: (614) 460–2172
F: (614) 989–1207

WATER
CITY OF MARYSVILLE
PUBLIC SERVICE CENTER
455 NORTH MAPLE STREET
MARYSVILLE, OHIO 43040
P: (937) 645–7350
F: (937) 645–7351

SANITARY SEWER
JEROME VILLAGE
COMMUNITY AUTHORITY
720 EAST BROAD STREET
COLUMBUS, OHIO 43215
P: (614) 242–4000
F: (614) 242–4001

CITY OF MARYSVILLE
WASTEWATER DEPARTMENT
12901 BEECHER–GAMBLE ROAD
MARYSVILLE, OHIO 43040
P: (937) 645–7350
F: (937) 645–7351

OHIO Utilities Protection SERVICE
811 or 1-800-362-2764 Call Before You Dig

SHEET INDEX

1	COVER SHEET
2	TYPICAL SECTION & DETAILS
3	PRELIMINARY PLAT
4	COMPOSITE UTILITY PLAN
5–14	PRELIMINARY PLAN & PROFILE
15	EXISTING CONDITIONS PLAN
16	PRELIMINARY GRADING PLAN
17	STORMWATER MANAGEMENT PLAN
18	STORMWATER POLLUTION PREVENTION PLAN

OWNER/DEVELOPER:

JEROME VILLAGE
JEROME VILLAGE COMPANY, LLC
ATTN: GARY NUSS
375 N. FRONT STREET
COLUMBUS, OH 43215
P: 614–857–2334
F: 614–857–2346

SURVEYOR

AMERICAN LAND SURVEYORS, LLC.
ATTN: JON (BRETT) ADCOCK
1346 HEMLOCK COURT
LANCASTER, OHIO 43130
P: 614–837–0800
F: 740–415–6599

NOTES:
1. TOPOGRAPHIC SURVEY PROVIDED BY M.A.N. MAPPING, INC., BENCHMARK LAND SURVEYING & MAPPING CO. AND AMERICAN LAND SURVEYORS, LLC
2. TYPICAL SECTION PAVEMENT BUILDUP TO BE DETERMINED BASED ON UNION COUNTY TECHNICAL DESIGN STANDARDS.
3. SANITARY SEWER COLLECTION PROVIDED BY EVERSOLE RUN SANITARY SEWER DISTRICT VIA GRAVITY TO REGIONAL PUMP STATION.
4. WATER DISTRIBUTION SERVICE PROVIDED BY CITY OF MARYSVILLE.

SURVEY DATA		
DESCRIPTION	EXISTING PARCEL ID NUMBER	BOUNDARY SURVEY DATE
WILLIAM MILLER	1700100150001	3/13/2006
WEEKS	1700100140000	11/07/2006

GRAPHIC SCALE
150 75 0 150
(IN FEET)
1 inch = 150 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

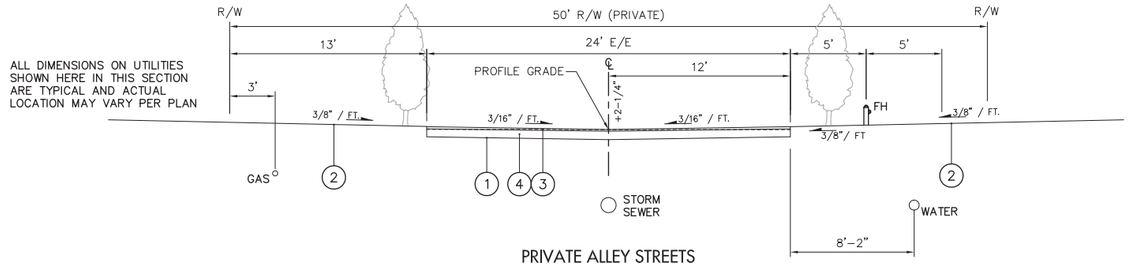
JEROME TOWNSHIP, UNION COUNTY, OHIO
JEROME VILLAGE
VILLAGE NEIGHBORHOOD SECTION 3
COVER SHEET

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 150' VERTICAL: N/A

SHEET NO.: 1/18



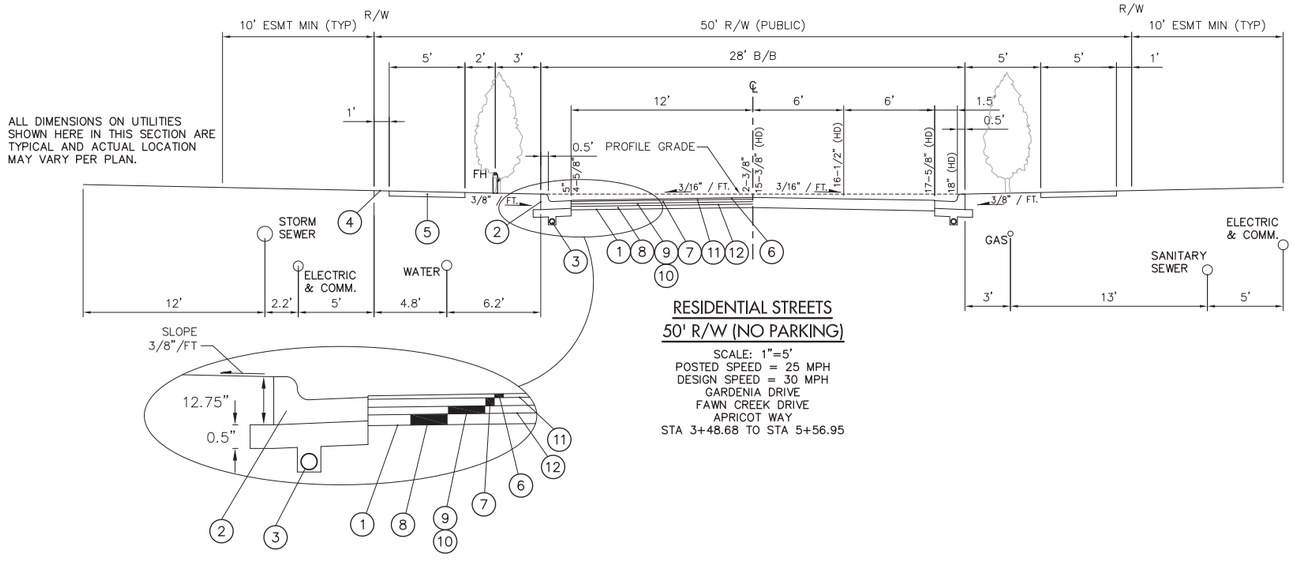
PRIVATE ALLEY STREETS
50' R/W (NO PARKING)

SCALE: 1"=5'
POSTED SPEED = 10 MPH
DESIGN SPEED = 30 MPH
LANDON LANE
FOX HILL DRIVE
STREET B2
BLACKBERRY LANE

PRIVATE STREETS

1. ITEM 204, SUBGRADE COMPACTION
2. ITEM 659, SEEDING & MULCHING
3. ITEM 448, 1-1/2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22
4. 6" ROLLER COMPACTED CONCRETE

SN = 3.52



RESIDENTIAL STREETS
50' R/W (NO PARKING)

SCALE: 1"=5'
POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH
GARDENIA DRIVE
FAWN CREEK DRIVE
APRICOT WAY
STA 3+48.68 TO STA 5+56.95

PUBLIC STREETS

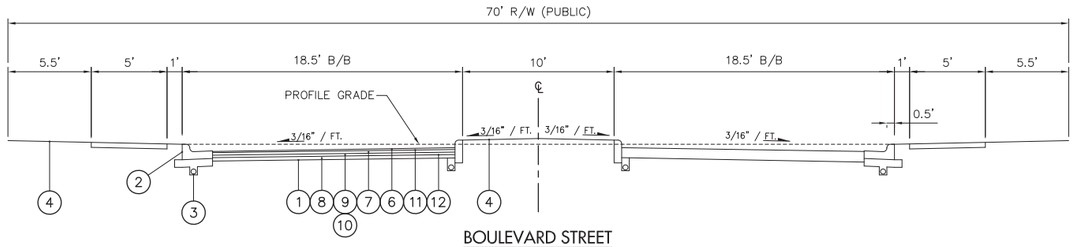
1. ITEM 204, SUBGRADE COMPACTION
2. ITEM 609, STANDARD CONCRETE COMBINED CURB & GUTTER
3. ITEM 605, 4" PIPE UNDERDRAIN W/NO.8 OR NO.57 STONE
4. ITEM 659, SEEDING & MULCHING
5. ITEM 608, 4" CONCRETE SIDEWALK
6. ITEM 448, 1-1/4" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22
7. ITEM 448, 1-3/4" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 2, PG 64-22
8. ITEM 304, 4" AGGREGATE BASE
9. ITEM 301, 6" BITUMINOUS AGGREGATE BASE COURSE
10. ITEM 407, TACK COAT (0.075 GAL/SY)
11. ITEM 408, PRIME COAT (0.50 GAL/SY)

SN = 3.71

RCC PAVEMENT BUILDUP: (ALTERNATIVE)

1. ITEM 204, SUBGRADE COMPACTION
2. ITEM 609, STANDARD CONCRETE COMBINED CURB & GUTTER
3. ITEM 605, 4" PIPE UNDERDRAIN W/NO.8 OR NO.57 STONE
4. ITEM 659, SEEDING & MULCHING
5. ITEM 608, 4" CONCRETE SIDEWALK
6. ITEM 448, 1-1/4" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22
7. ITEM 448, 1-3/4" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 2, PG 64-22
8. ITEM 304, 4" AGGREGATE BASE
9. 6" ROLLER-COMPACTED CONCRETE
10. ITEM 407, TACK COAT (0.075 GAL/SY)
11. ITEM 408, PRIME COAT (0.50 GAL/SY)

SN = 3.71



BOULEVARD STREET
70' R/W (NO PARKING)

SCALE: 1"=5'
POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH
APRICOT WAY
STA 0+00.00 TO STA 3+48.68

GRAPHIC SCALE
5 2.5 0 5
(IN FEET)
1 inch = 5 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

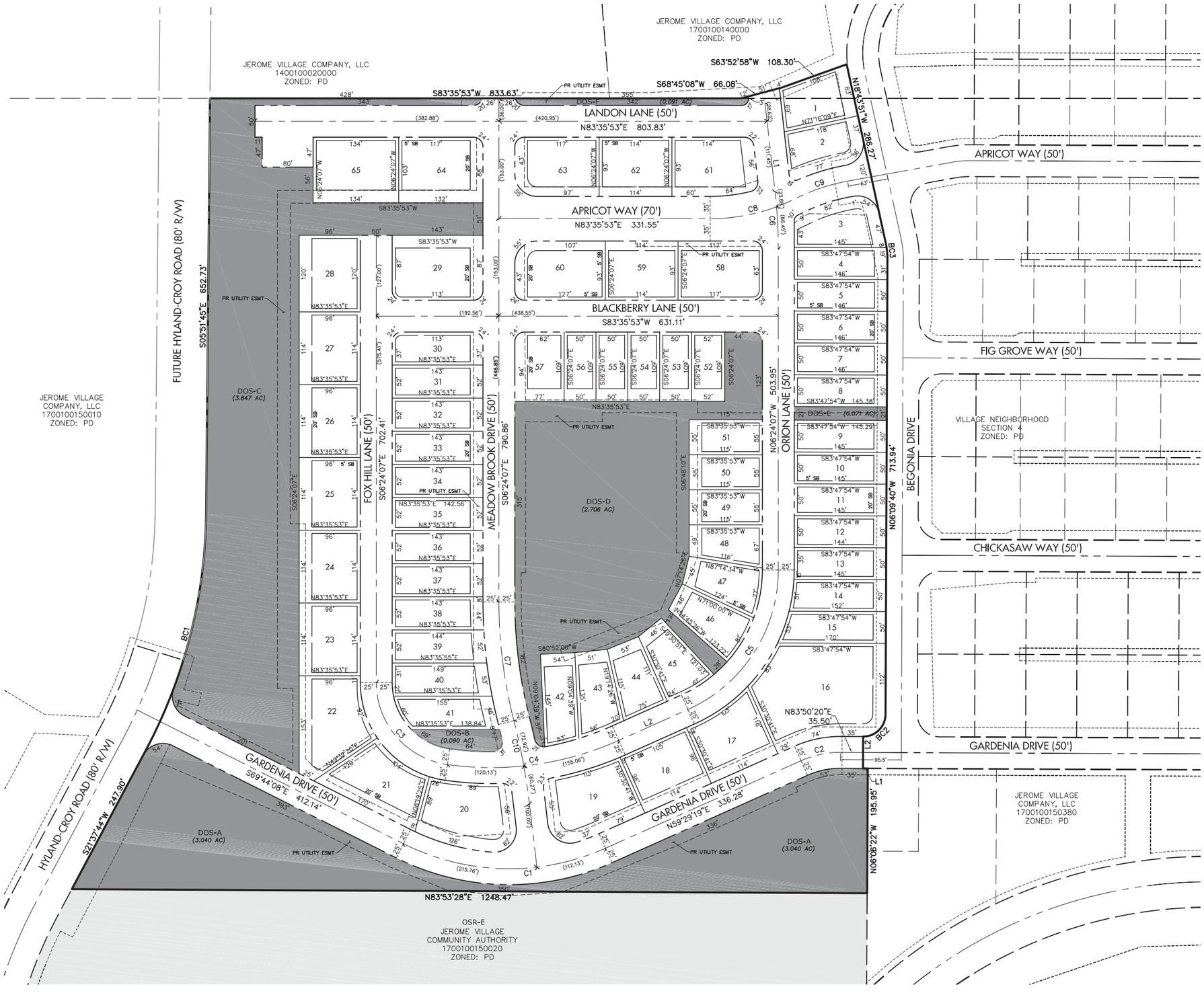
JEROME TOWNSHIP, UNION COUNTY, OHIO
JEROME VILLAGE
VILLAGE NEIGHBORHOOD SECTION 3
TYPICAL SECTIONS

DRAWING SET STATUS:
- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 5' VERTICAL: N/A

SHEET NO.: 2/18



LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE

GRAPHIC SCALE
100 50 0 100
(IN FEET)
1 inch = 100 ft.

RIGHT-OF-WAY CENTERLINE LINE TABLE			
LINE #	LENGTH	BEARING	DISTANCE
L1	140.07'	N12° 51' 25.47"W	140.07'
L2	118.83'	N59° 29' 18.67"E	118.83'

RIGHT-OF-WAY CENTERLINE CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	370.00'	50°46'34"	327.90'	N84°52'35"E	317.27'
C2	150.00'	24°21'02"	63.75'	N71°39'49"E	63.27'
C3	130.00'	81°55'53"	185.90'	S47°22'04"E	170.46'
C4	490.00'	32°10'40"	275.19'	N75°34'39"E	271.59'
C5	240.00'	65°53'26"	276.00'	N26°32'36"E	261.04'
C6	800.00'	6°27'18"	90.13'	N9°37'46"W	90.08'
C7	750.00'	14°22'35"	188.18'	S13°35'24"E	187.69'
C8	300.00'	26°39'22"	139.57'	N70°16'12"E	138.32'
C9	300.00'	16°23'35"	85.83'	N65°08'18"E	85.54'
C10	1000.00'	7°37'52"	133.19'	S16°57'46"E	133.09'

PROJECT BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	7.44'	S83° 50' 20.31"W
L2	50.00'	N6° 09' 39.69"W

PROJECT BOUNARY CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
BC1	804.00'	27°29'30"	385.77'	S7°53'00"W	382.08'
BC2	35.00'	90°00'00"	54.98'	N38°50'20"E	49.50'
BC3	125.00'	12°34'12"	27.42'	N12°26'46"W	27.37'

GENERAL DEVELOPMENT SUMMARY

	PROPOSED	ZONED
TOTAL AREA (ACRES)	31.314	31.3
OPEN SPACE	9.845	5.4
RIGHT-OF-WAY	7.712	
PUBLIC	3.639	
PRIVATE	4.073	
LOTS	13.757	
NUMBER OF LOTS	65	–
DETACHED	43	–
ATTACHED	22	–
NUMBER OF UNITS	153	123
DETACHED	43	–
ATTACHED	110	–
DENSITY (UNITS/ACRE)		
GROSS (# LOTS/TOTAL AREA)	4.886	3.930
NET (# LOTS/LOT AREA)	11.122	–
SETBACKS	ATTACHED (BUILDING)	DETACHED
FRONT YARD (FROM OPPOSITE ALLEY)	20'	20'
REAR YARD (FROM ALLEY R/W)	5'	5'
SIDE YARD	5'	5'

DOS = DEDICATED OPEN SPACE
OSR = OPEN SPACE RESERVE

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO
JEROME VILLAGE
VILLAGE NEIGHBORHOOD SECTION 3
PRELIMINARY PLAT

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

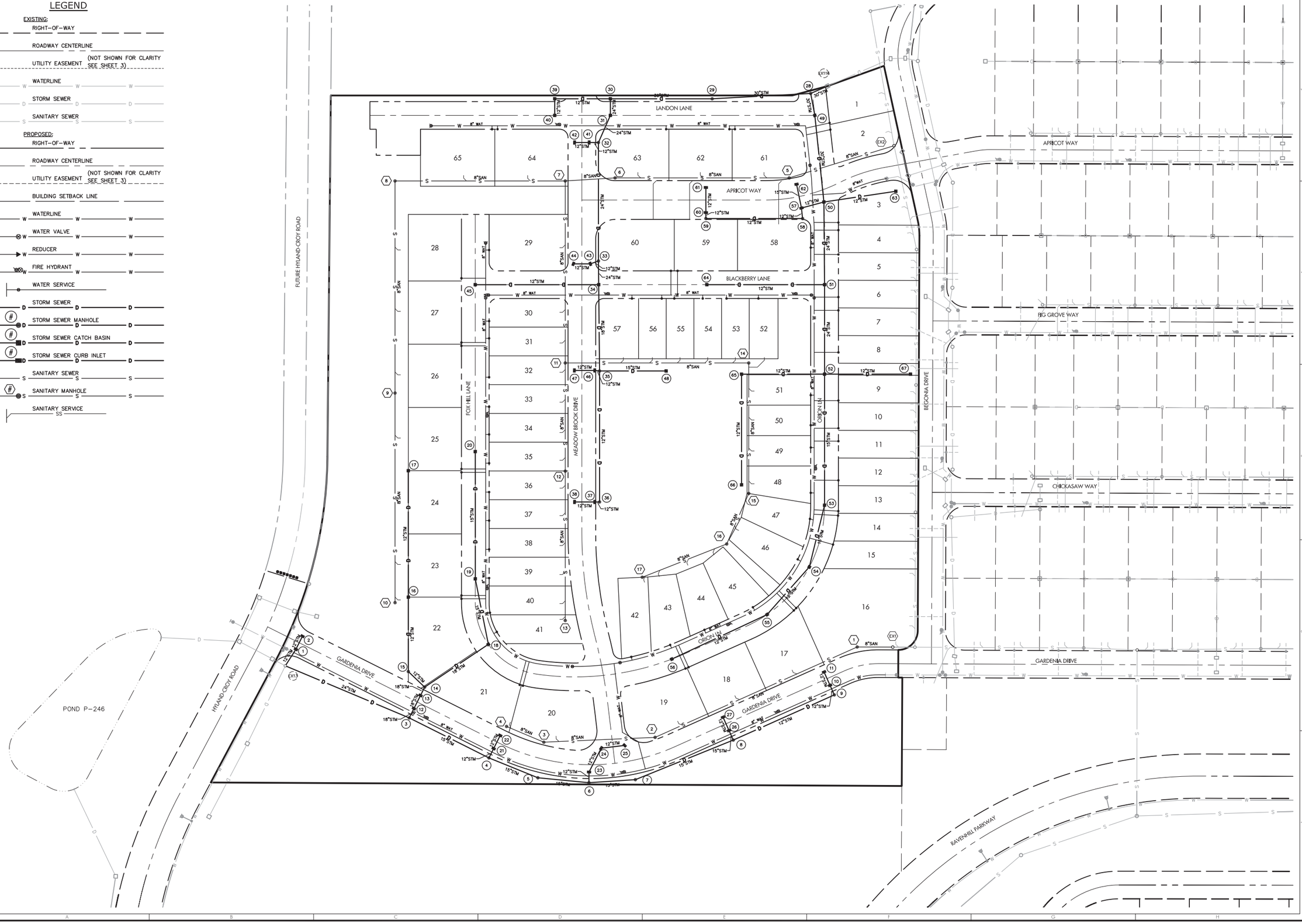
PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 100' VERTICAL: N/A

SHEET NO.: 3/18

LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT (NOT SHOWN FOR CLARITY SEE SHEET 3)
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT (NOT SHOWN FOR CLARITY SEE SHEET 3)
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE



GRAPHIC SCALE
80 40 0 80
(IN FEET)
1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

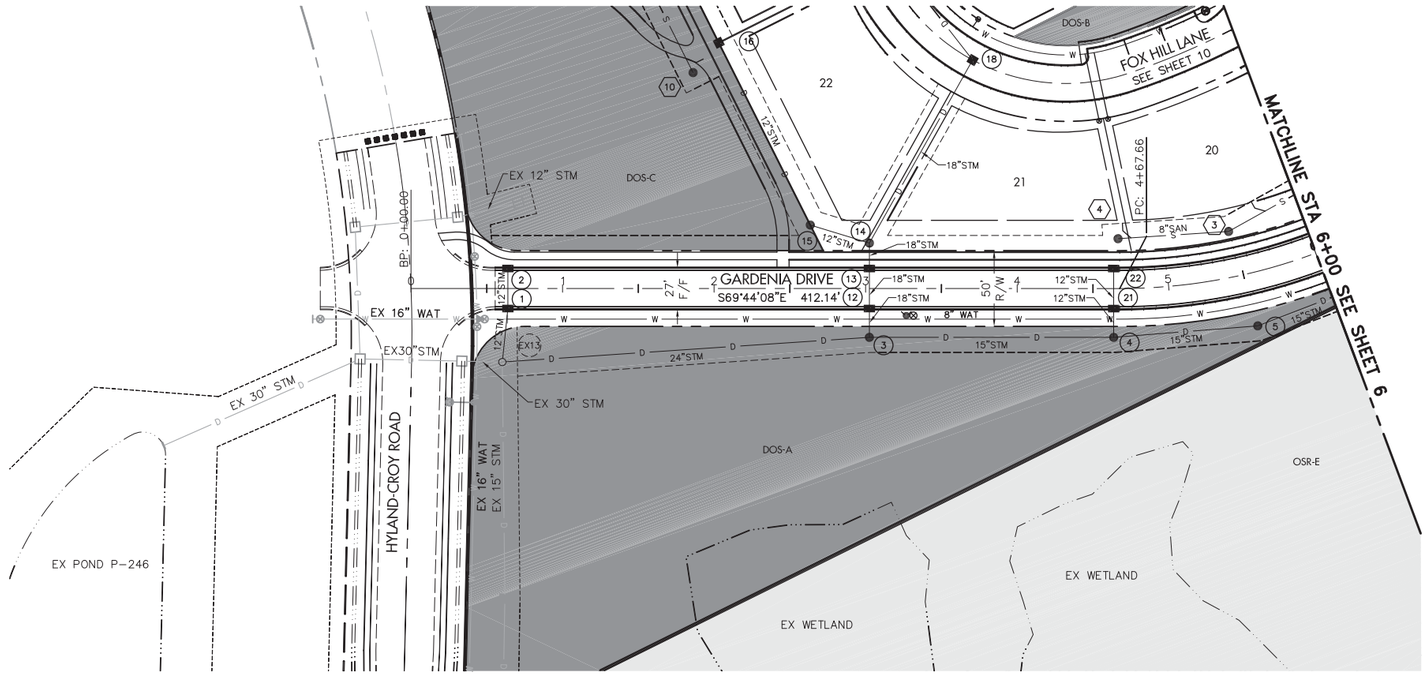
COMPOSITE UTILITY PLAN

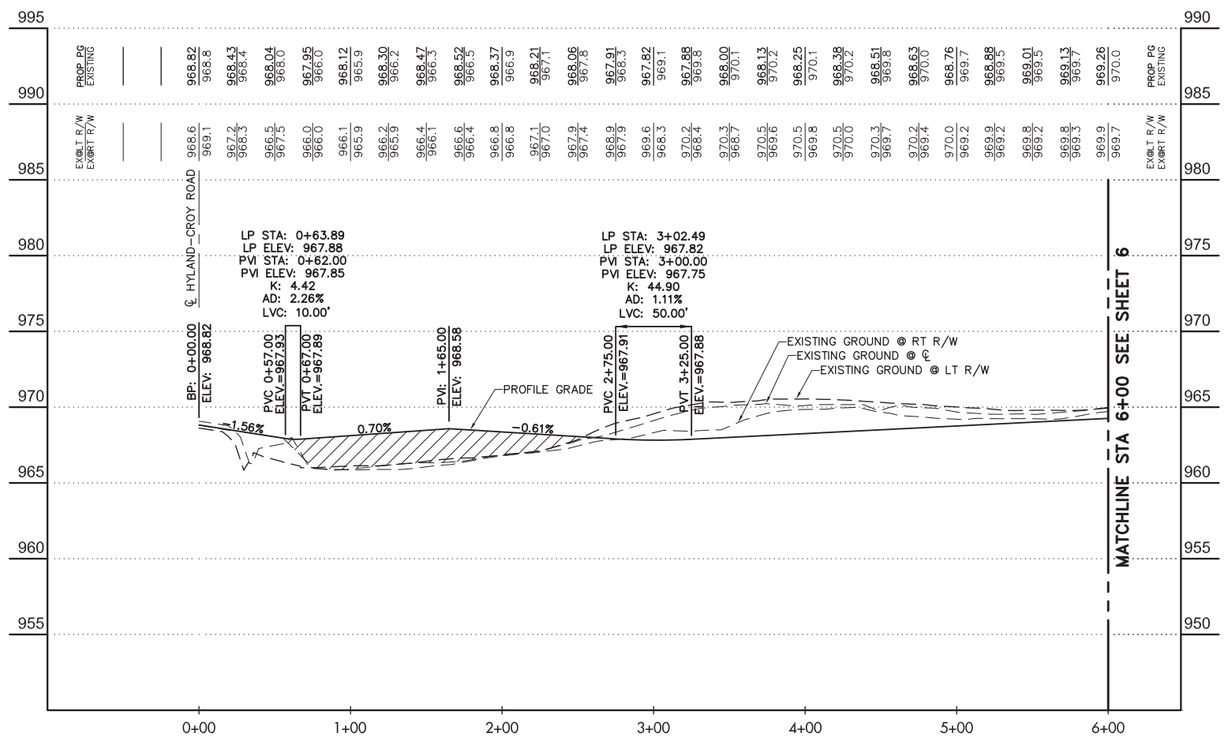
DRAWING SET STATUS:
- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 4/18





LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE

50 25 0 50

(IN FEET)

1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P. 614.385.1090 | F. 614.385.1085 | E. info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
GARDENIA DRIVE

DRAWING SET STATUS:

- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] ASBUILT DOCUMENT SET

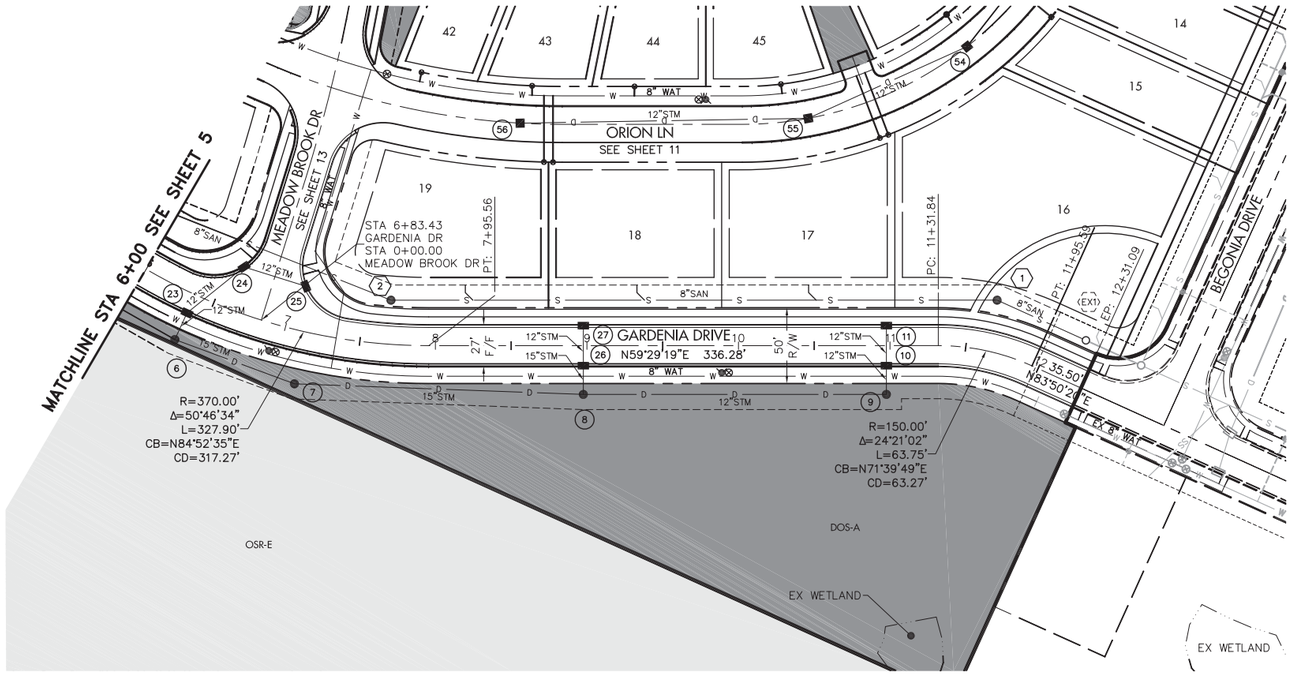
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

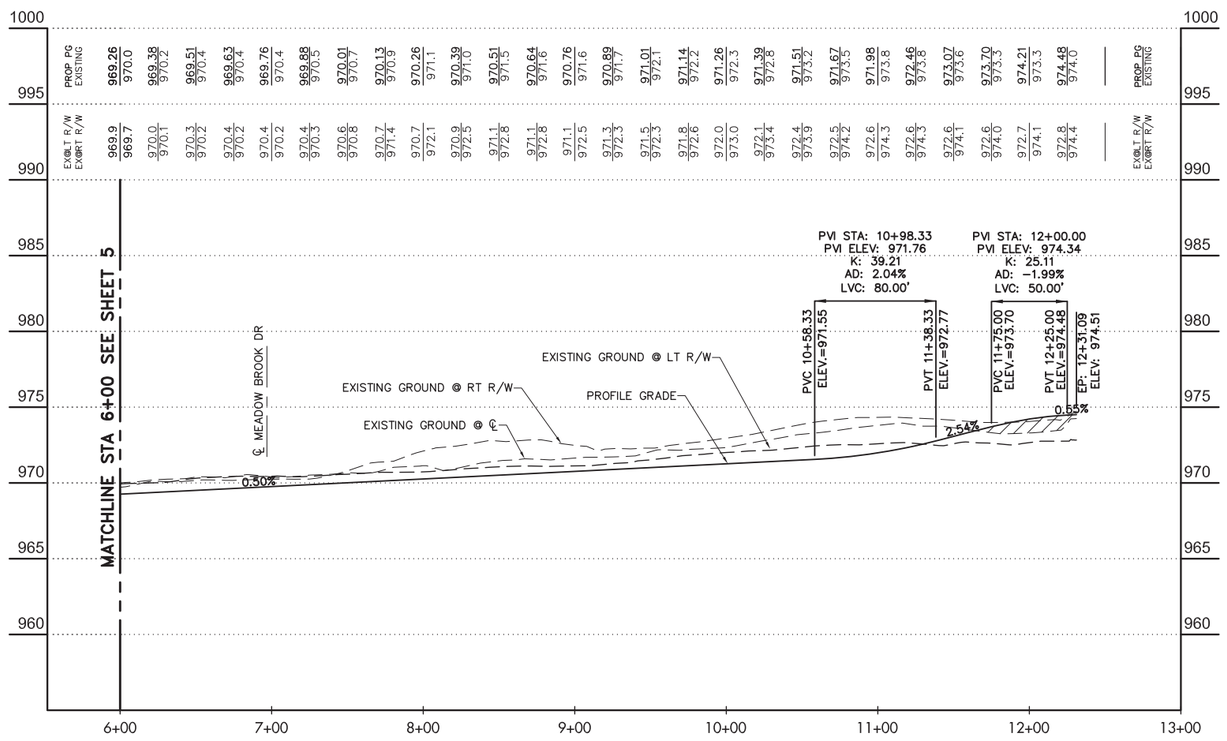
PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 5/18





LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:
- RIGHT-OF-WAY
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- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P. 614.385.1090 | F. 614.385.1085 | E. info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

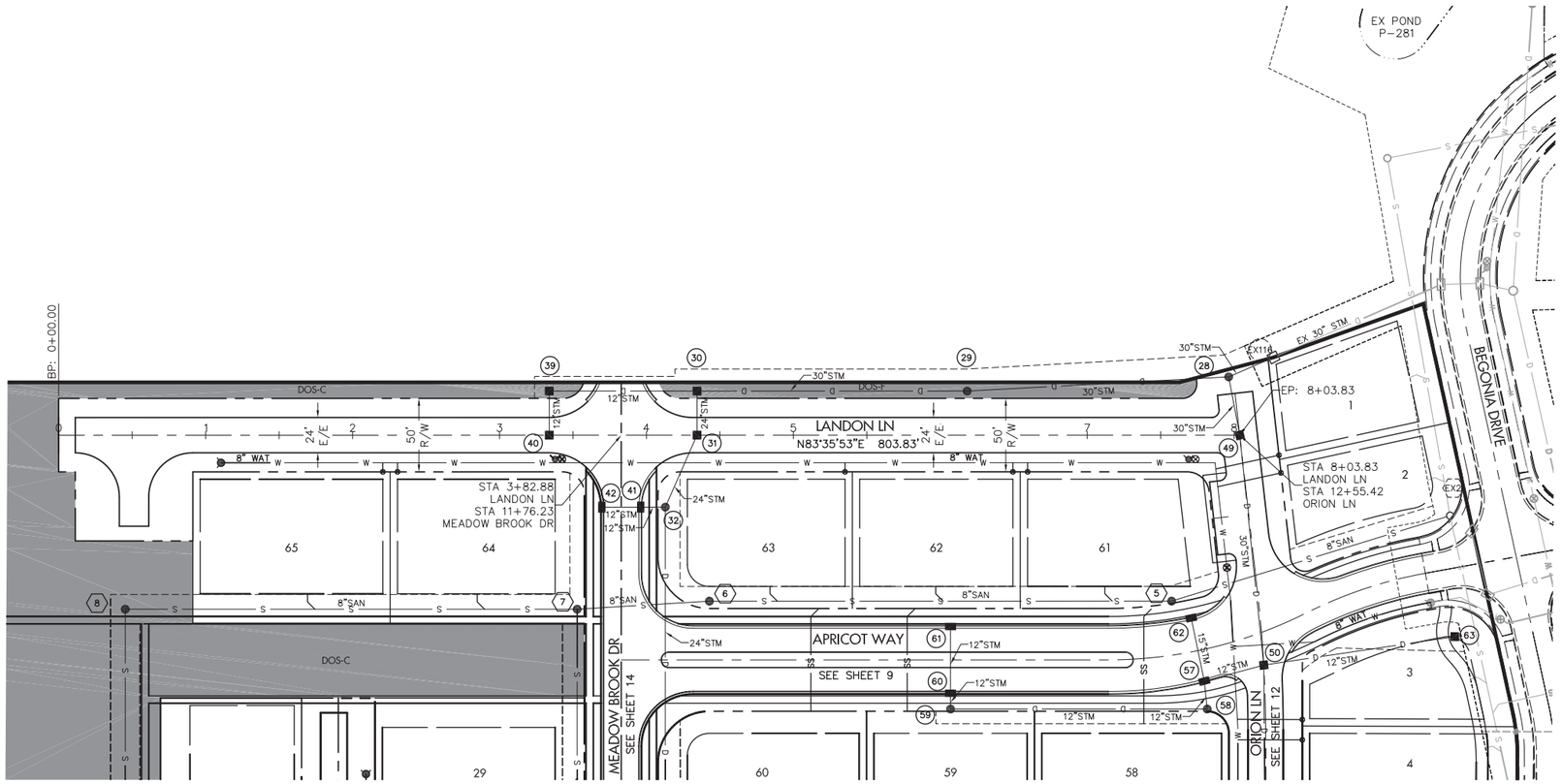
STREET PLAN & PROFILE
GARDENIA DRIVE

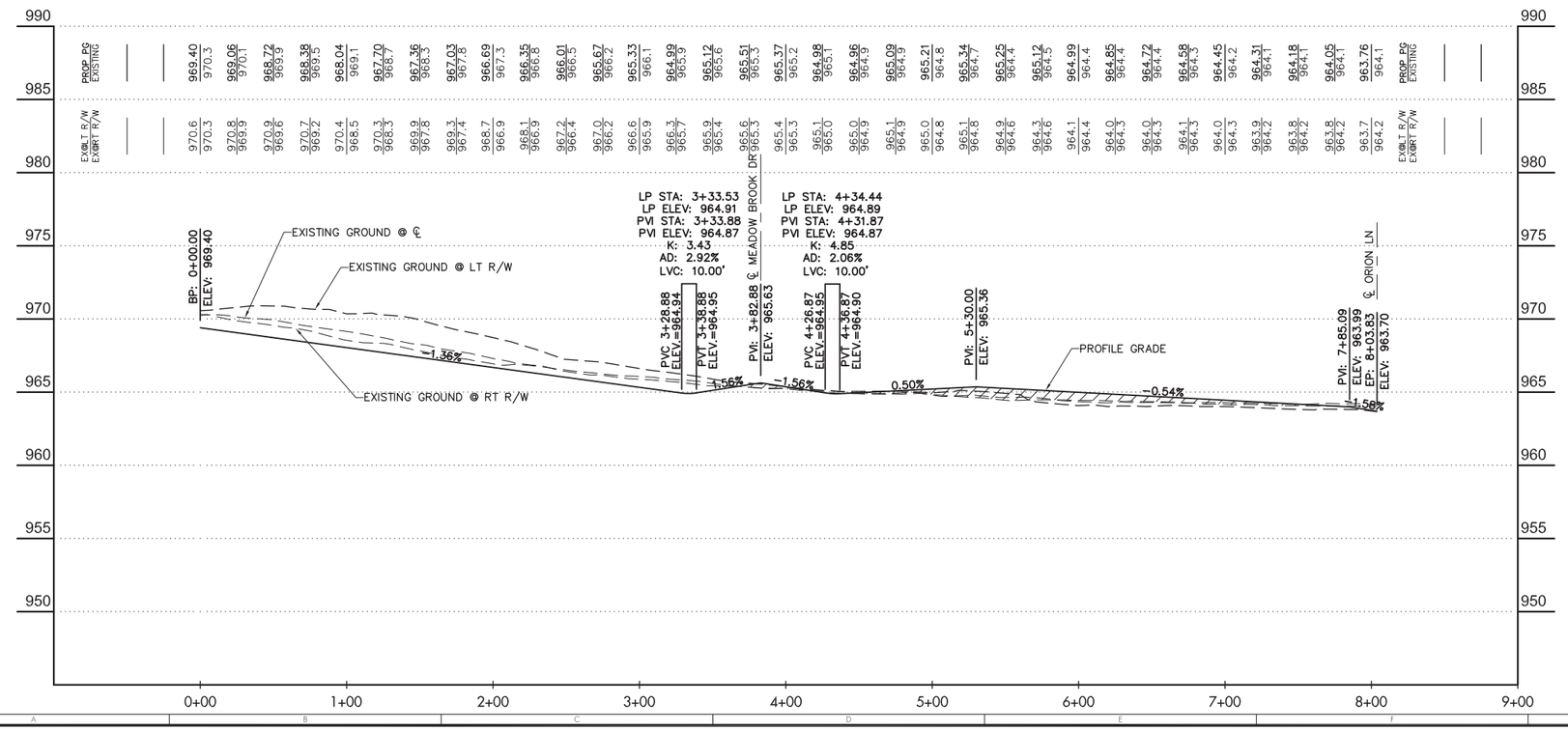
DRAWING SET STATUS:
- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 6/18





LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE
VILLAGE NEIGHBORHOOD
SECTION 3

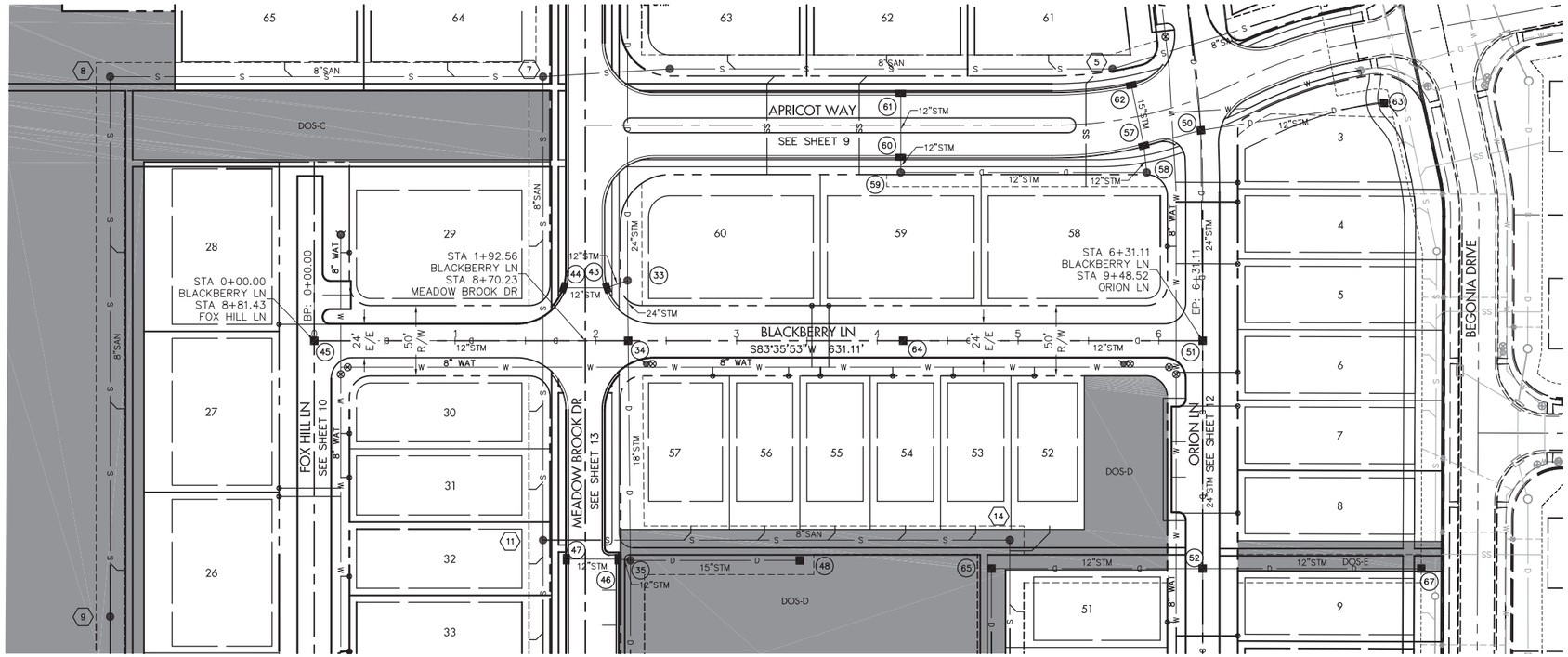
STREET PLAN & PROFILE
LANDON LANE

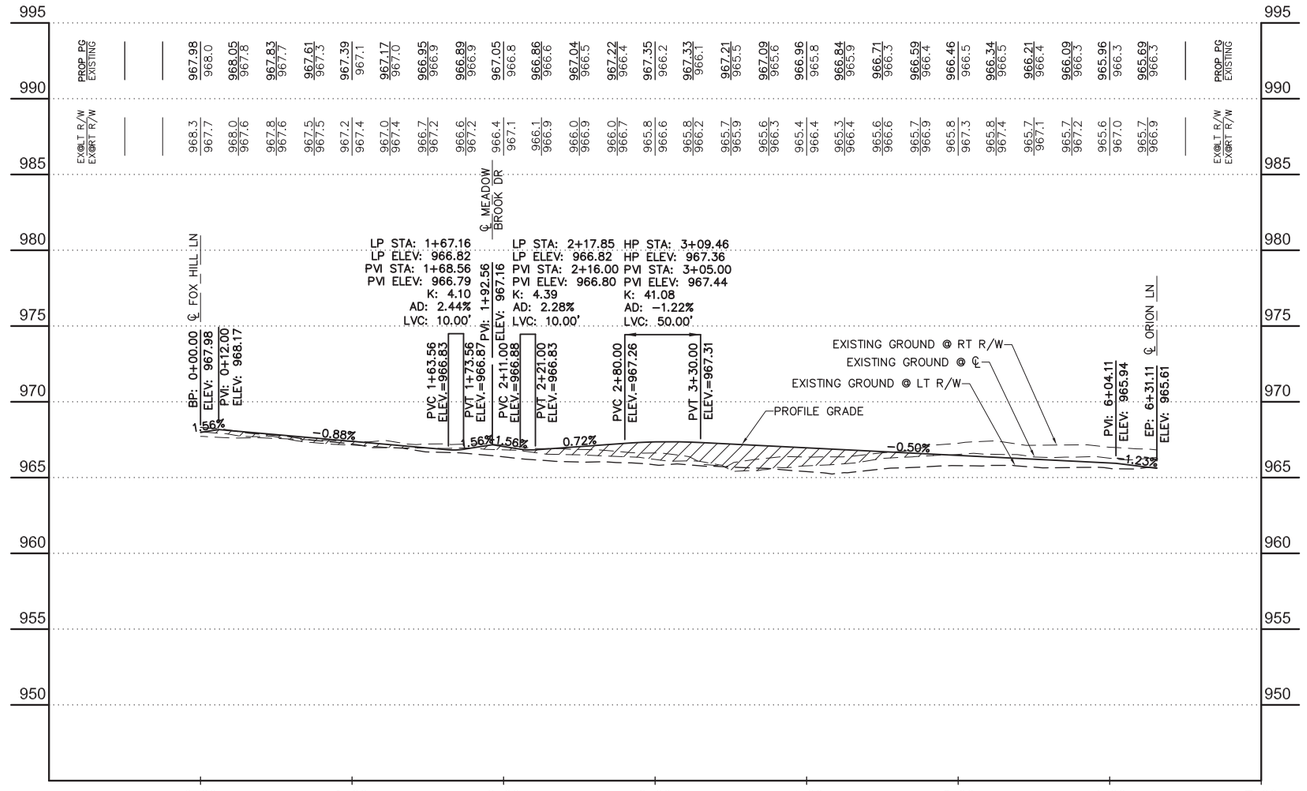
DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 7/18





LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE SS
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
BLACKBERRY LANE

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 8/18

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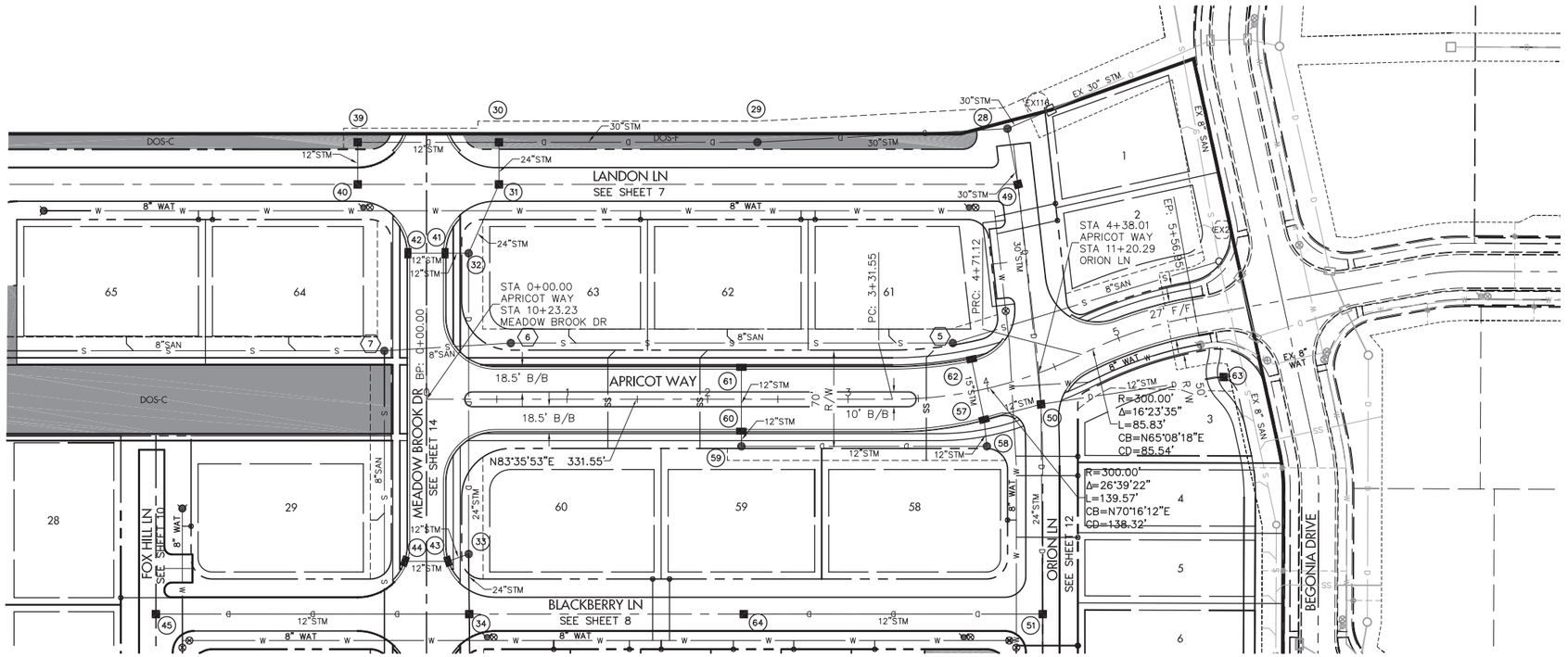

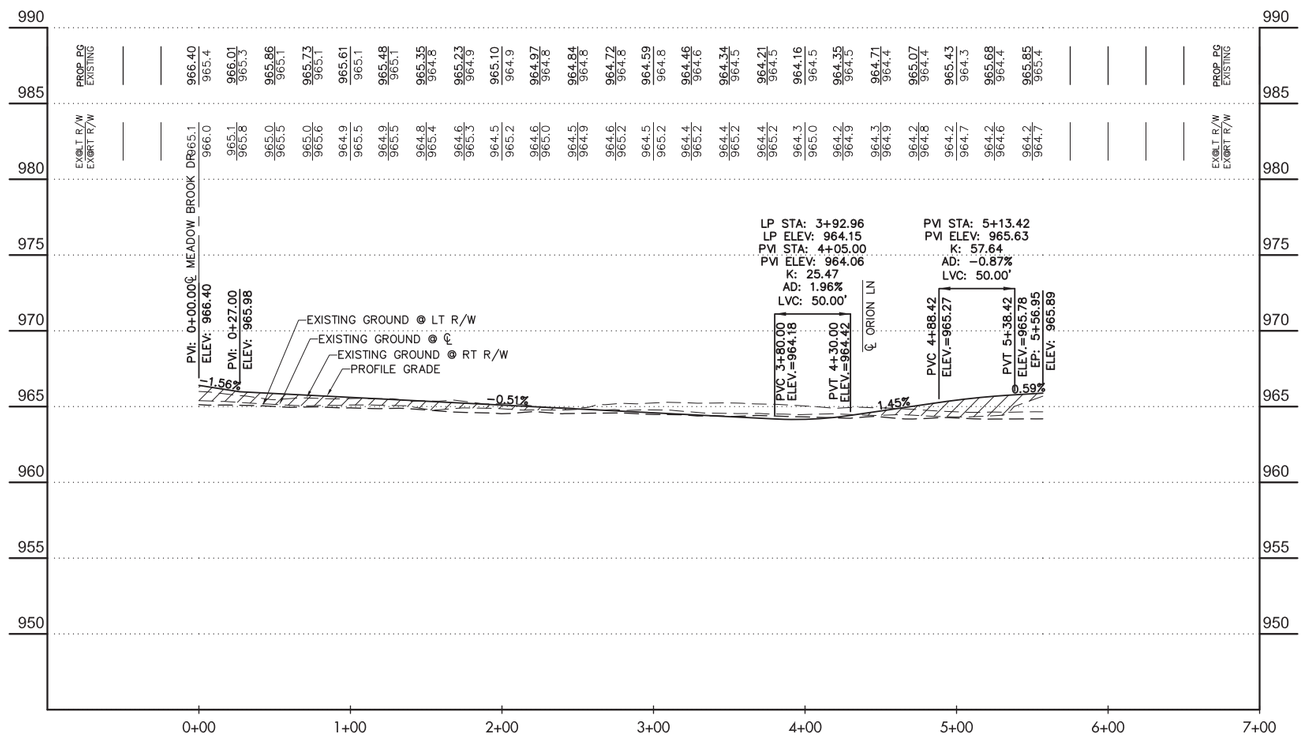

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE

50 25 0 50

(IN FEET)

1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEVolution
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
APRICOT WAY

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

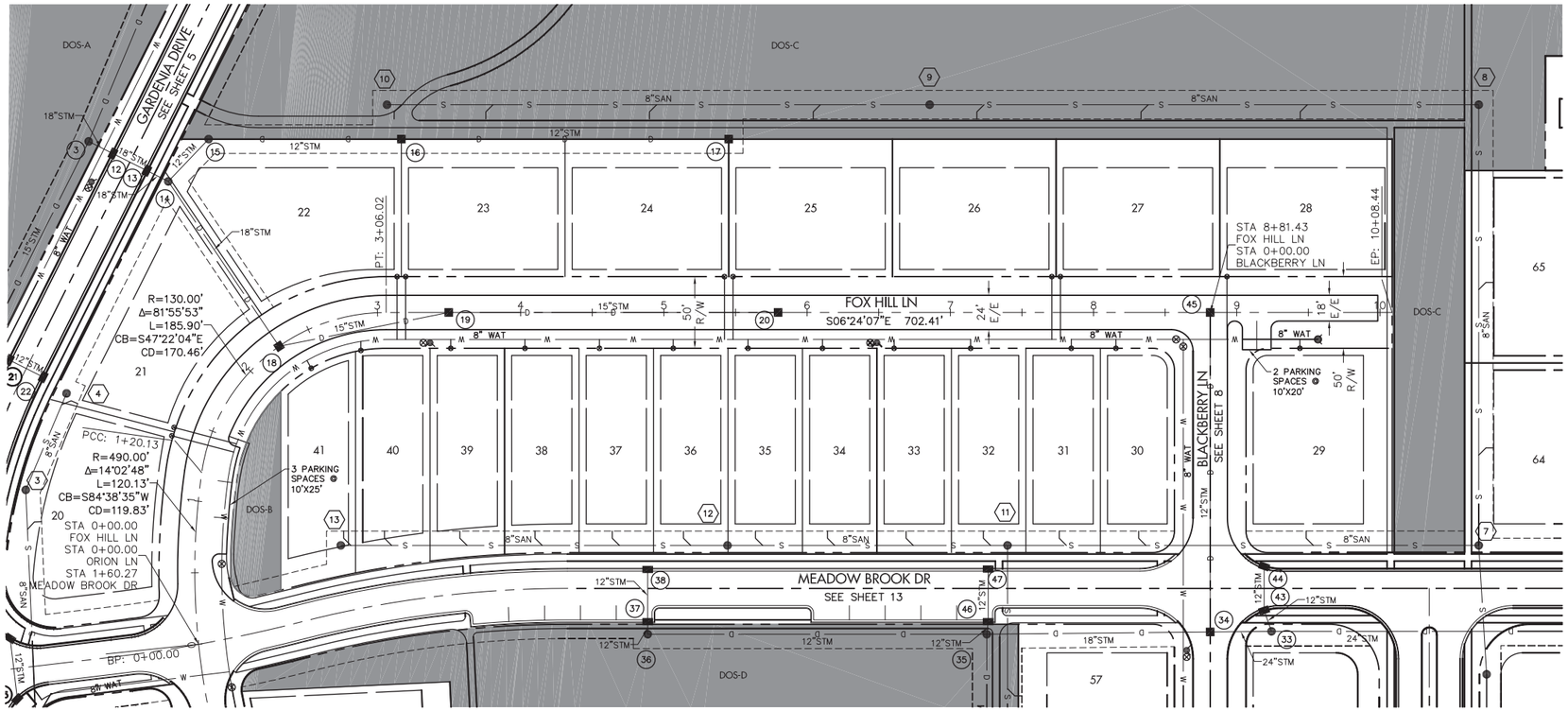
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

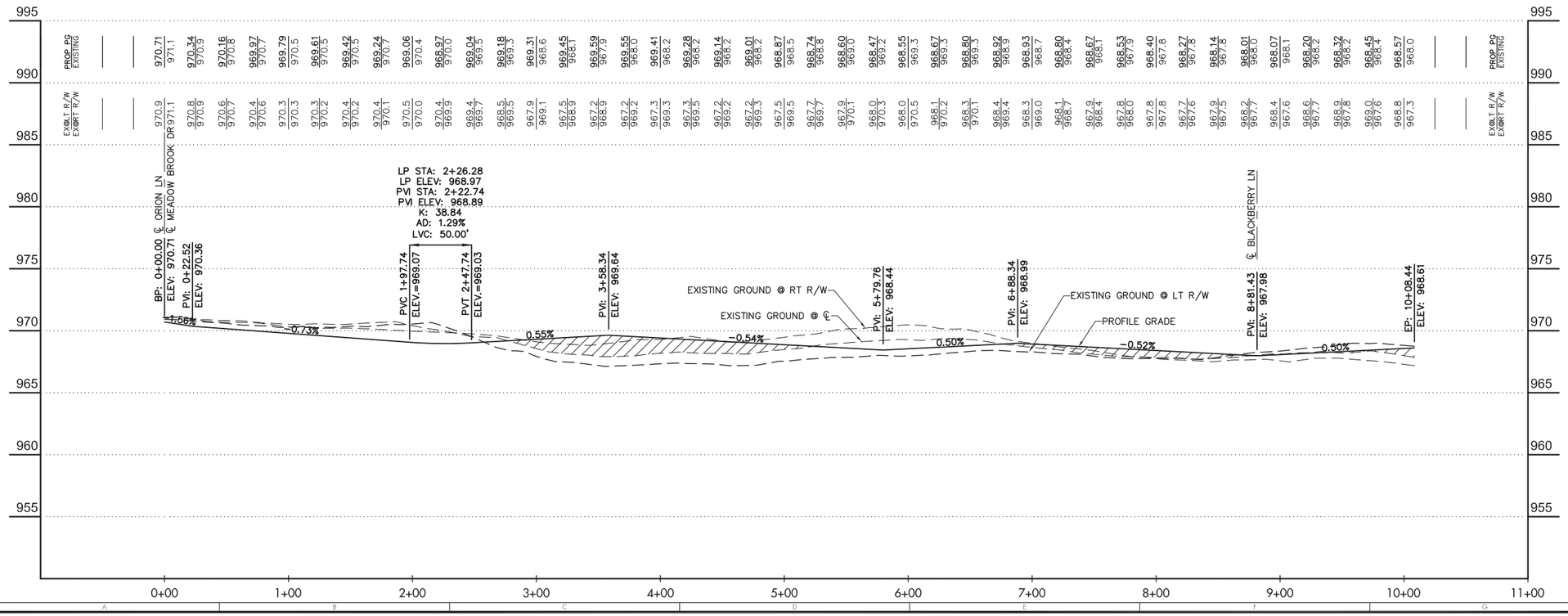
PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 9/18





LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
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- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
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GRAPHIC SCALE

50 25 0 50

(IN FEET)

1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
FOX HILL LANE

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 10/18

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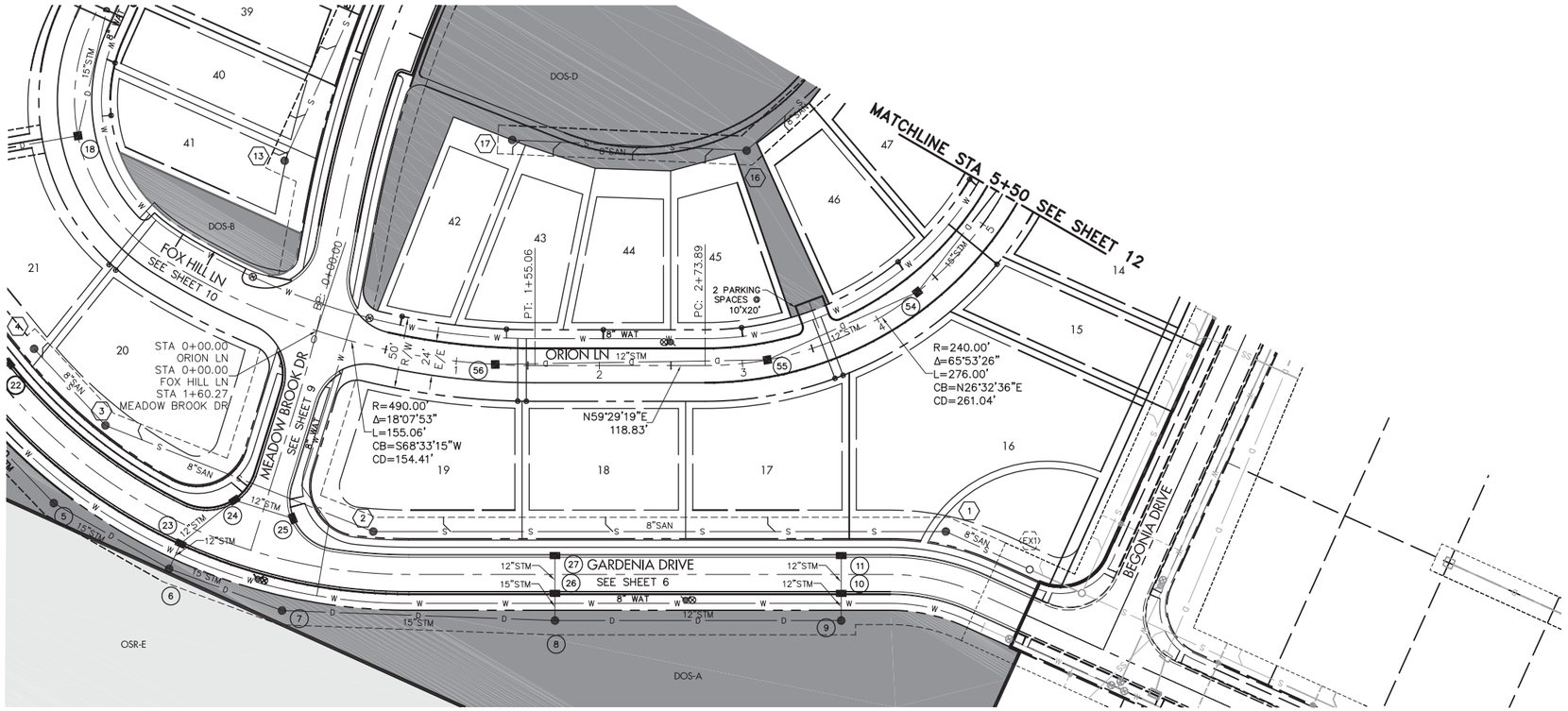

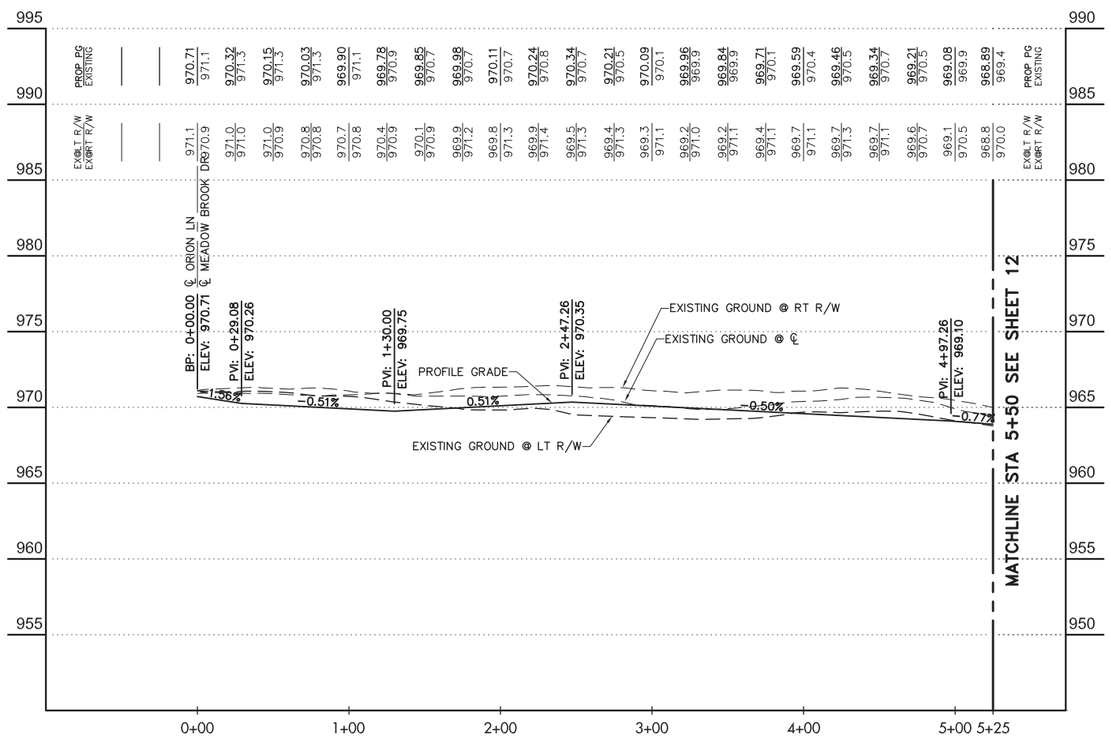

LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

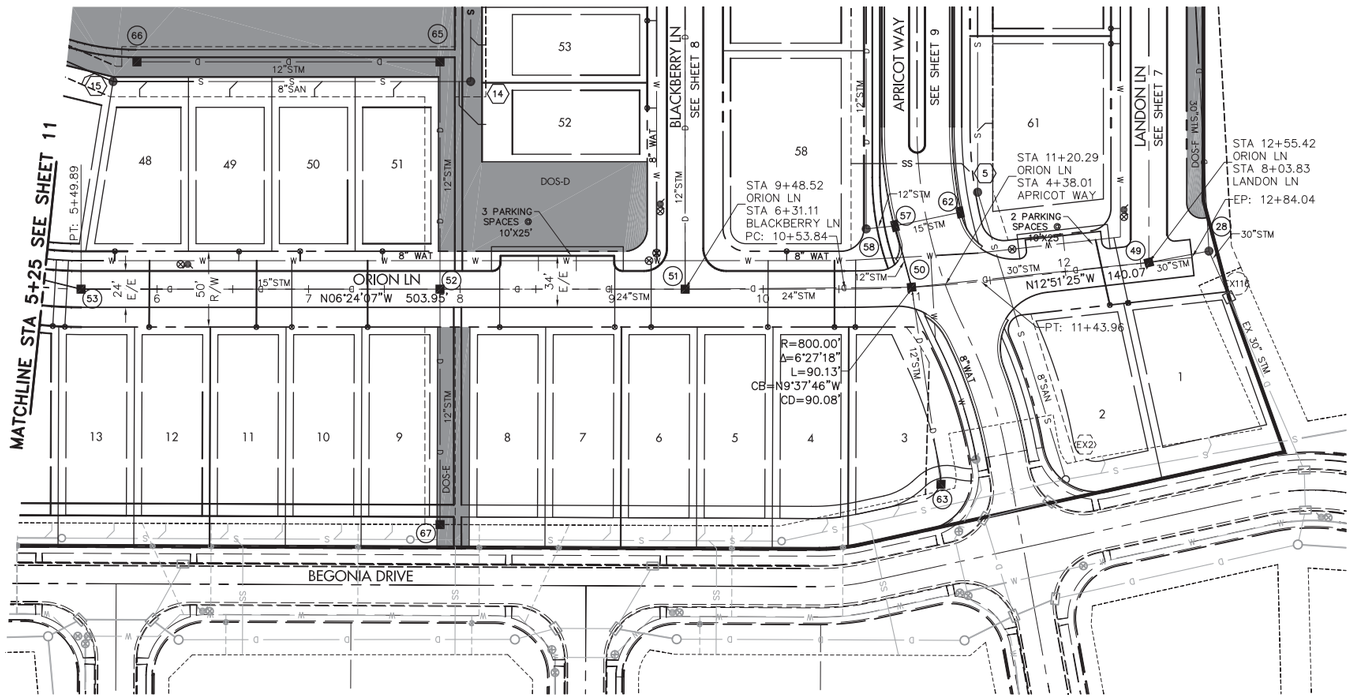
STREET PLAN & PROFILE
ORION LANE

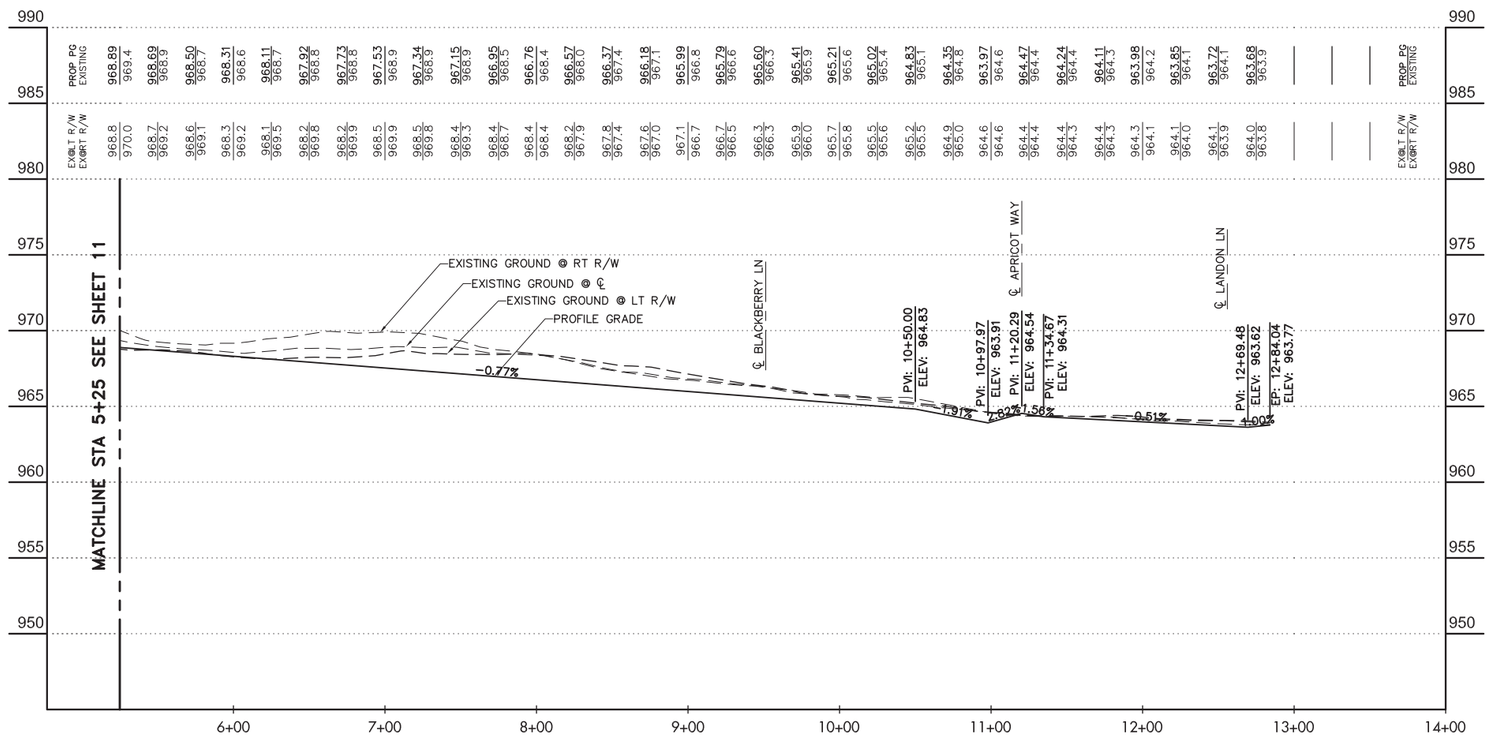
DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 11/18





LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
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- ELECTRIC
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- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE
VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
ORION LANE

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 12/18

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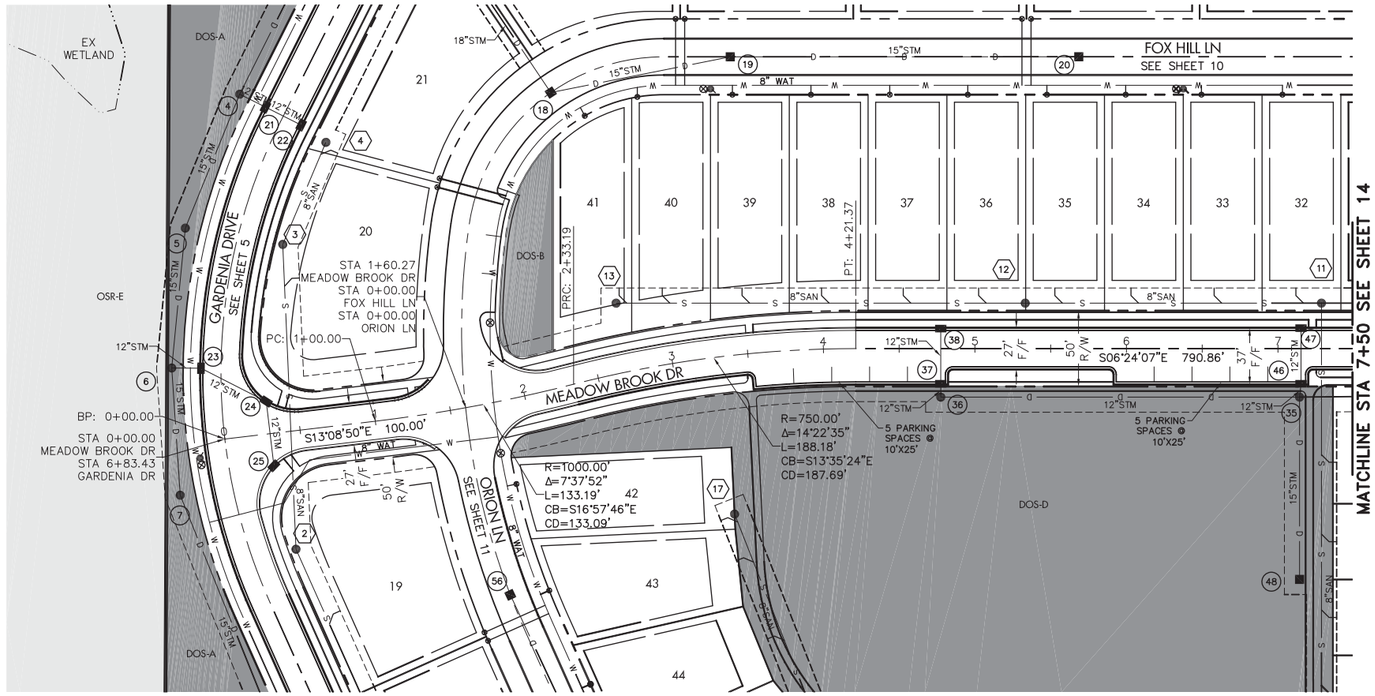

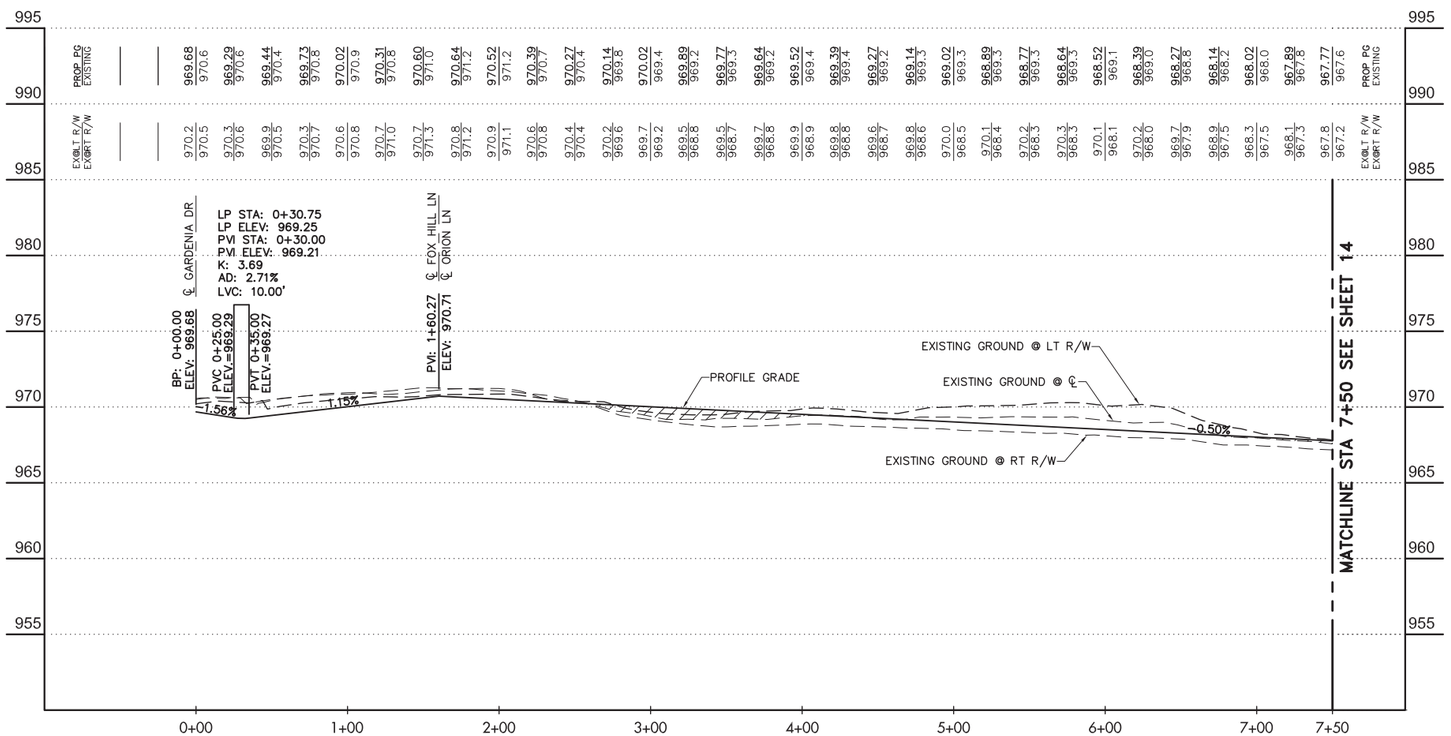

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
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- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

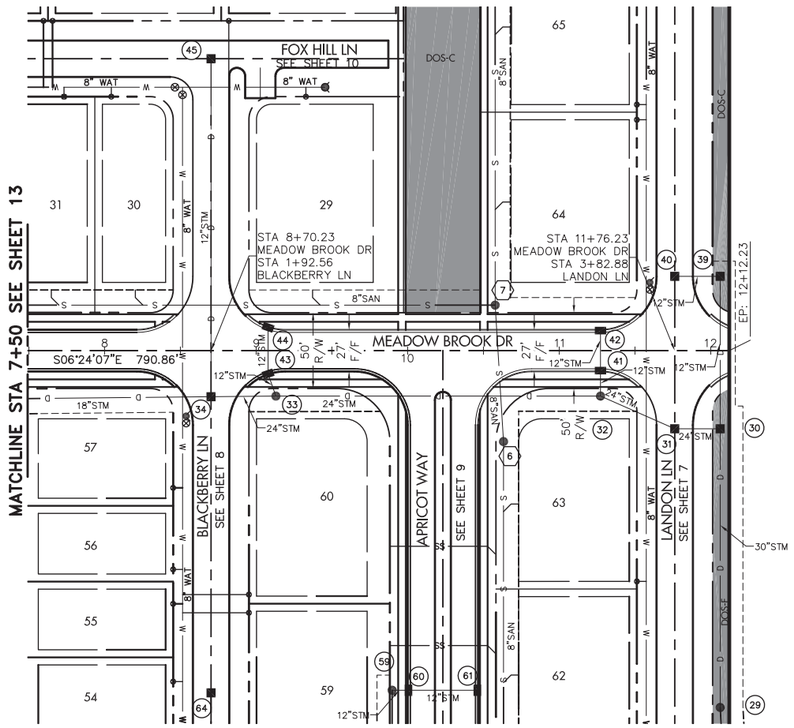
STREET PLAN & PROFILE
MEADOW BROOK DRIVE

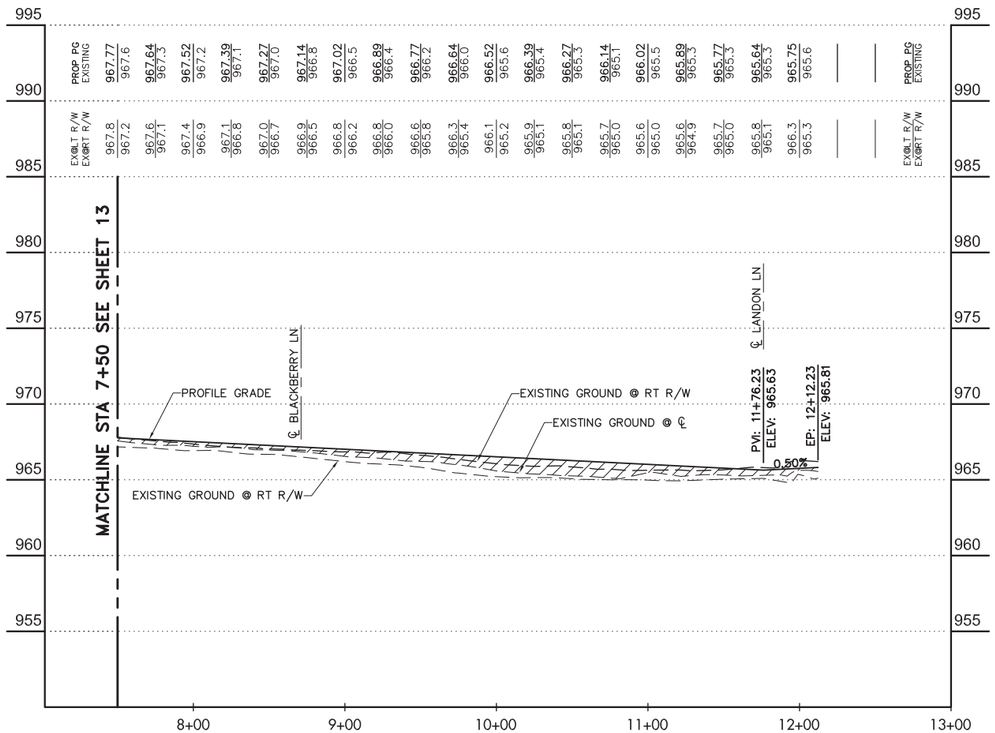
DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 13/18





LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
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- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

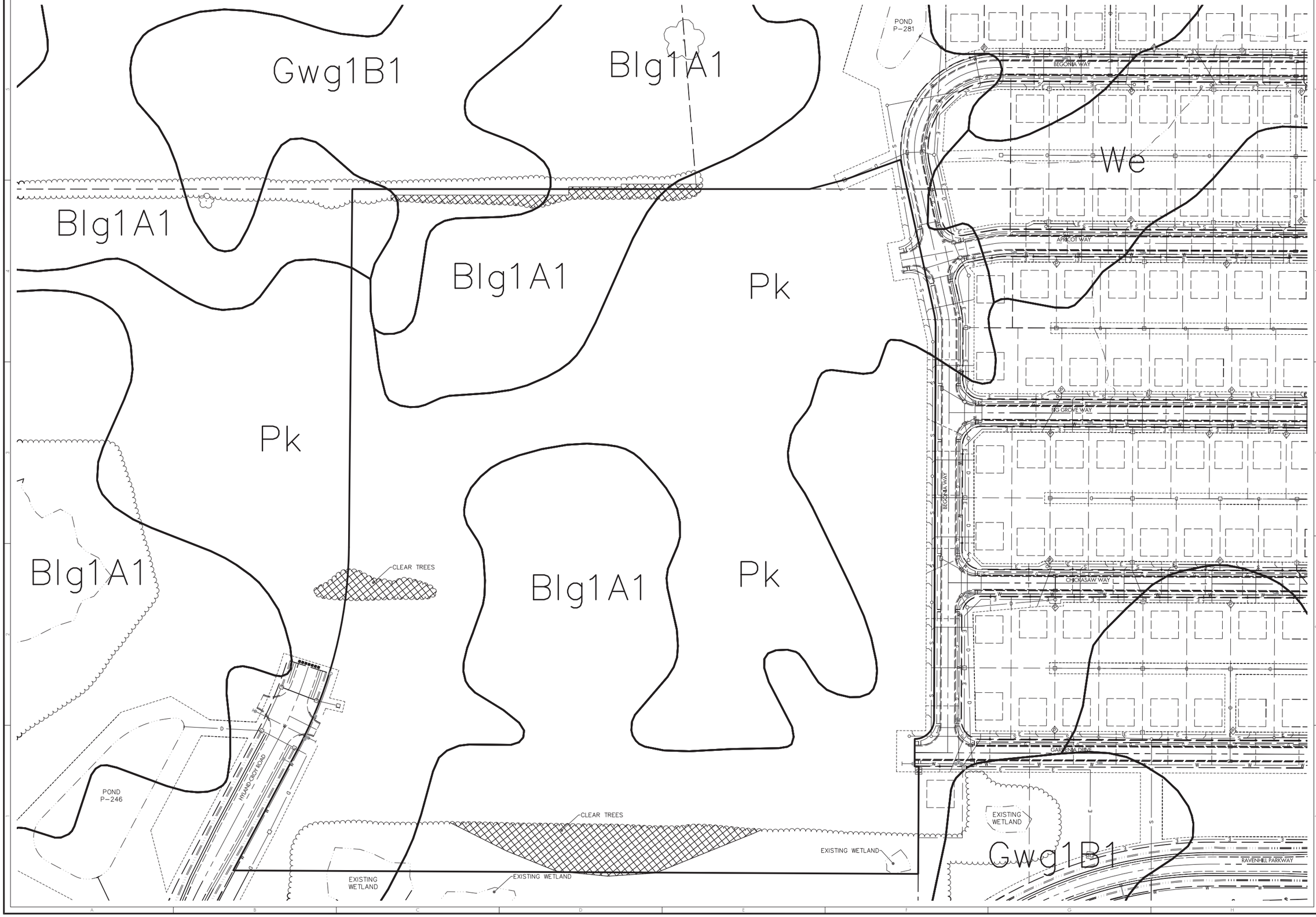
STREET PLAN & PROFILE
MEADOW BROOK DRIVE

DRAWING SET STATUS:
- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 14/18



N

GRAPHIC SCALE

80 40 0 80

(IN FEET)
1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD SECTION 3

EXISTING CONDITIONS

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 15/18

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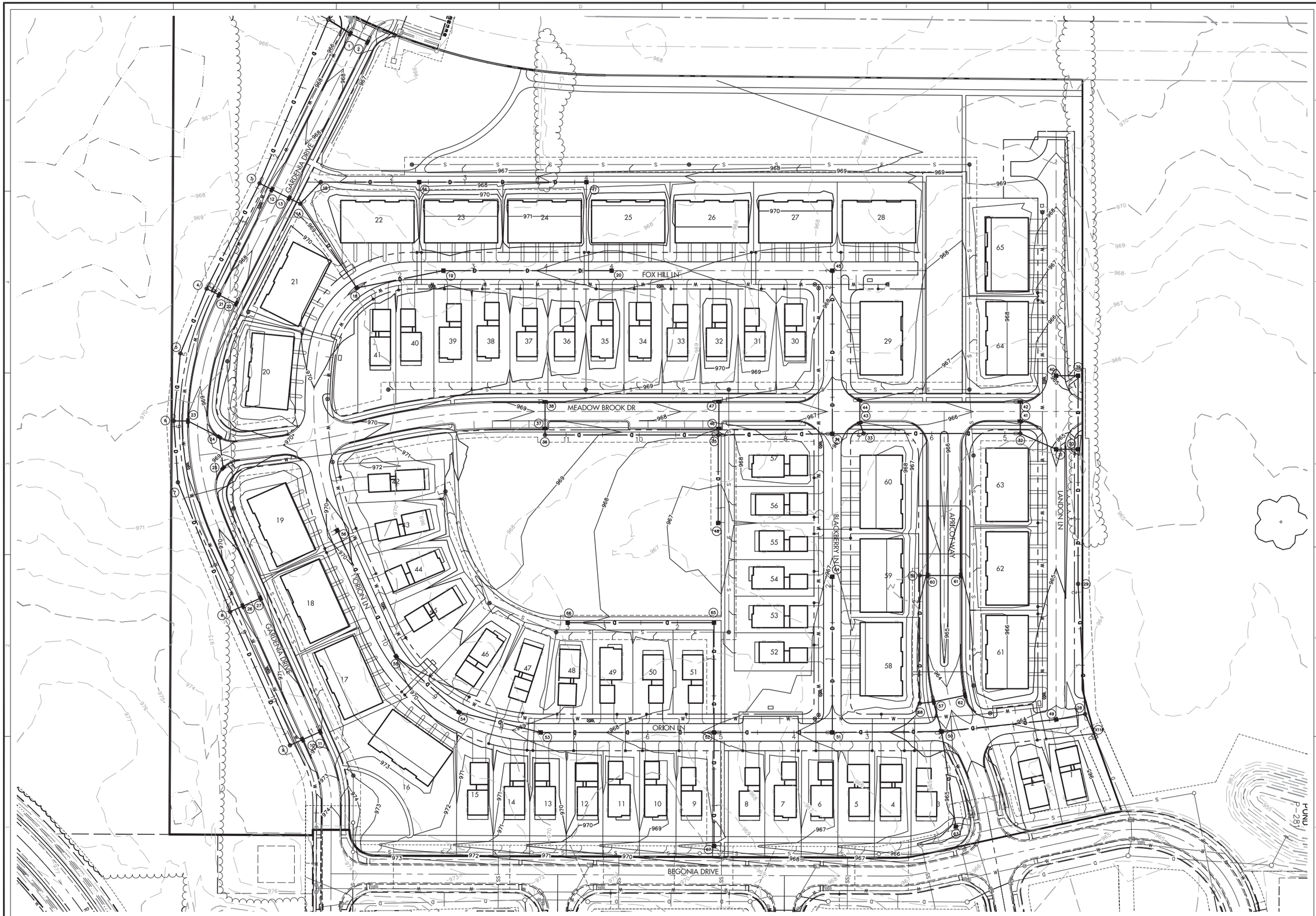


GRAPHIC SCALE

80 40 0 80

(IN FEET)

1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution

Your bridge between Vision and Success

720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

COMPOSITE PRELIMINARY GRADING PLAN

DRAWING SET STATUS:

- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] ASBUILT DOCUMENT SET

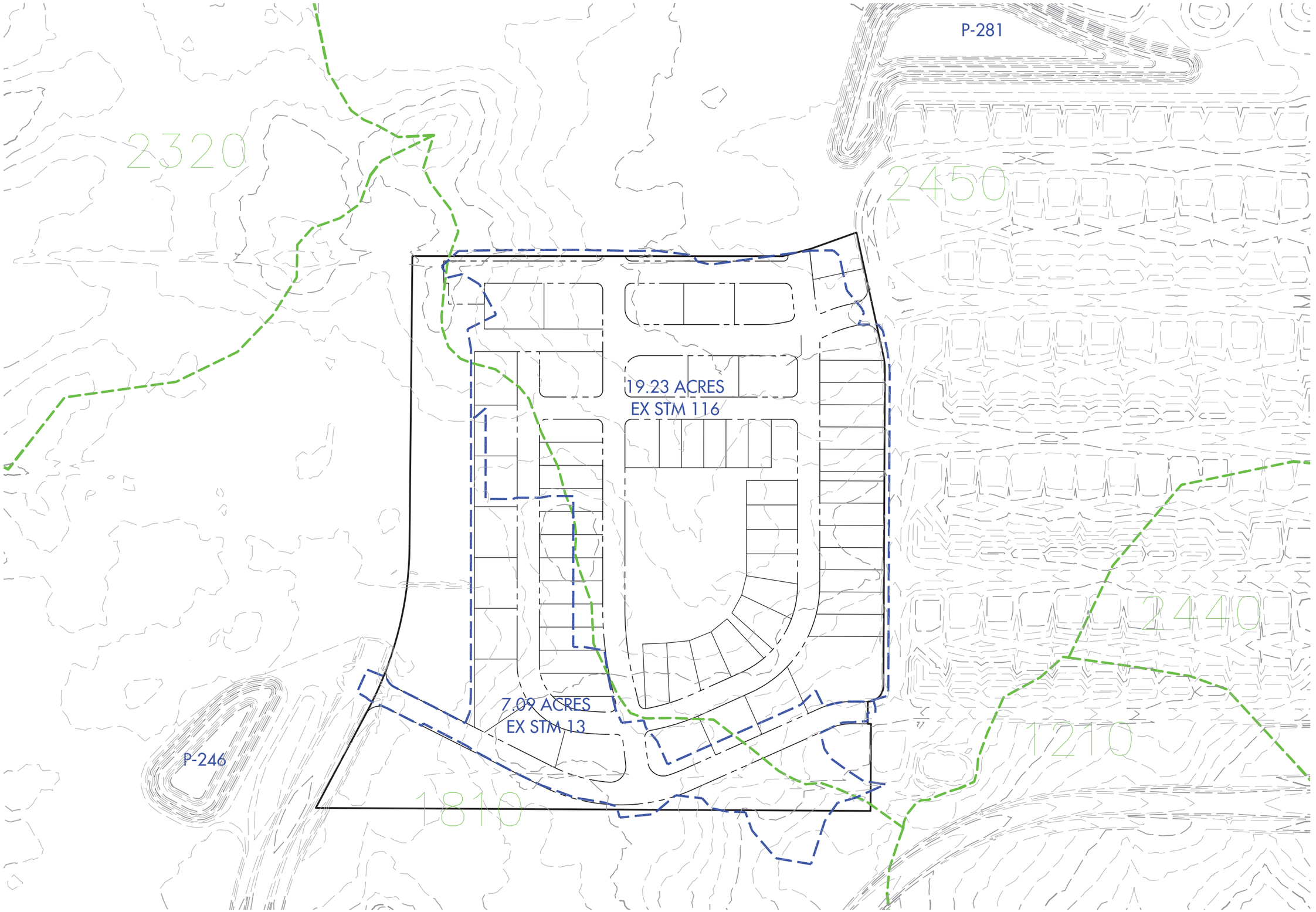
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 16/18



GRAPHIC SCALE

100 50 0 100

(IN FEET)
1 inch = 100 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STORMWATER MANAGEMENT PLAN

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- ☐ AGENCY REVIEW SET
- ☐ CONSTRUCTION DOCUMENT SET
- ☐ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 100'
VERTICAL: N/A

SHEET NO.: 17/18

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LEGEND

- BD — BEAVER DAM INLET PROTECTION
- DB — DANDY BAG INLET PROTECTION
- SBB — STRAW BALE BARRIER
- SF — SILT FENCING
- OSF — 36" ORANGE SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- SBIF — STRAW BALE DROP INLET FILTER OR ALTERNATIVE
- JURISDICTIONAL STREAM BUFFER (NO DISTURBANCE ALLOWED)
- TEMPORARY SEDIMENT BASIN CONTROL STRUCTURE
- 100-YR PONDING LIMITS
- CW — CONCRETE WASH PIT
- WETLANDS

NOTE:
ALL EROSION AND SEDIMENT CONTOL PRACTICES ARE SUBJECT TO FILED MODIFICATION AT THE DISCRETION OF COUNTY AND/OR THE OHIO EPA

LANDON LN
APRICOT WAY
BLACKBERRY LN
FOX HILL LN
MEADOW BROOK DR
ORION LN
BEGONIA DRIVE
GARDENIA DRIVE
HYLAND CROY ROAD
POND P-246
EXISTING WETLAND
EXISTING WETLAND
EXISTING WETLAND

GRAPHIC SCALE
80 40 0 80
(IN FEET)
1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
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P. 614.385.1090 | F. 614.385.1085 | E. info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

EROSION & SEDIMENT CONTROL PLAN

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ ASBUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 18/18

I:\16\16015\CAD\Drawings\16015ESC_Imp1.dwg Layout: 18 10/2/2017 10:07:23 am - D. Smith - Last Edit:

BENCH MARKS

SOURCE	FRANKLIN COUNTY ENGINEERING DEPARTMENT MONUMENT 04–0087. ELEV.=998.117 (NAVD 88)
UNION COUNTY B.M.	1.2 MILES SOUTH ALONG STATE HIGHWAY 38 FROM THE SOUTH CORPORATION LIMIT OF MARYSVILLE, UNION COUNTY AT THE JUNCTION OF A ROAD LEADING WEST, 33.9' WEST OF THE CENTERLINE OF STATE HIGHWAY 38, 23.8' SOUTH OF THE CENTERLINE OF THE ROAD. 3.0' SOUTH OF A FENCE CORNER POST AND ABOUT 4' LOWER THAN THE HIGHWAY. A UNITED STATES GEOLOGICAL SURVEY STANDARD DISK, STAMPED 1022 AND SET IN THE TOP OF A CONCRETE POST. ELEV.=1019.61 (NAVD 88)
B.M. #1	PK IN SIDE OF UTILITY POLE, SOUTH SIDE OF WELLS ROAD, 150'± WEST OF GPS CONTROL POINT #50226. ELEV.=971.61 (NAVD 88)
B.M. #101	IRON PIN SET IN THE GROUND, 32'± EAST OF THE CENTERLINE OF JEROME ROAD, 1650'± SOUTH OF CENTERLINE OF BLANEY ROAD, 2910'± NORTH OF CENTERLINE OF HILL ROAD. N40°11'24.79", W83°10'49.00" ELEV.=962.96 (NAVD 88)
B.M. #102	IRON PIN SET IN THE GROUND, 62'± SOUTH OF CENTERLINE OF OLD WELLS ROAD, 90'± EAST OF CENTERLINE OF JEROME ROAD, 233'± NORTH OF CENTERLINE OF WELLS ROAD. ELEV.=960.87 (NAVD 88)
B.M. #103	IRON PIN SET IN THE GROUND, 39'± EAST OF THE CENTERLINE OF HYLAND–CROY ROAD, 172'± NORTH OF CENTERLINE OF WELLS ROAD, IN FRONT OF RESIDENCE #7700. ELEV.=971.75 (NAVD 88)
B.M. #104	IRON PIN SET IN THE GROUND, SOUTHWEST SIDE OF WELLS ROAD REGIONAL PUMP STATION, 39'± NORTH OF CENTERLINE OF WELLS ROAD. ELEV.=966.32 (NAVD 88)
B.M. #105	IRON PIN SET IN THE GROUND, 38'± SOUTHEAST OF THE CENTERLINE OF US 42, 4662'± SOUTHWEST OF THE CENTERLINE OF HARRIOT ROAD, 4862'± NORTH OF CENTERLINE OF WELLS ROAD. N40°11'08.09", W83°12'26.03". ELEV.=979.78 (NAVD 88)
B.M. #106	IRON PIN SET IN THE GROUND, NORTHEAST OF FUTURE RAVENHILL PARKWAY AND HYLAND–CROY ROAD ROUNDABOUT. N40°11'02.65", W83°11'24.36". ELEV.=967.05 (NAVD 88)

STORMWATER MANAGEMENT

THE STORMWATER MANAGEMENT CALCULATIONS ARE BASED ON THE CRITICAL STORM CALCULATION. DEVELOPED AREAS SHALL BE REQUIRED TO RELEASE THE CRITICAL STORM AND ALL LESSER STORMS AT A RATE NO GREATER THAN THE PREDEVELOPED ONE YEAR STORM EVENT. ALL STORMS OF GREATER INTENSITY THAN THAT OF THE CRITICAL STORM SHALL RELEASE AT THEIR RESPECTIVE PREDEVELOPED RATES PER UNION COUNTY REGULATIONS.

THE EXISTING LAND USE CONSISTS OF VACANT LAND THAT HAS BEEN FARMED AS WELL AS LEFT FALLOW. THE TRIBUTARY AREAS FOR THIS PROJECT ACCUMULATE AND DISCHARGE TO JEROME ROAD DITCH VIA PREVIOUSLY CONSTRUCTED PONDS P–281 AND TO FRY DITCH VIA PREVIOUSLY CONSTRUCTED POND P–246 ALONG HYLAND–CROY ROAD AND WITHIN ERN1.

EXISTING POND

EXISTING DETENTION PONDS P–281 & P–246 WILL BE USED FOR STORMWATER MANAGEMENT PURPOSES. PONDS WILL BE WITHIN AN EASEMENT. POND AND OUTLET ON VN–4 & HYLAND–CROY PHASE 5 DITCH MAINTENANCE EXHIBITS, RESPECTIVELY.

WATER QUALITY

WATER QUALITY VOLUMES WILL BE CONTAINED IN THE PROPOSED STORMWATER MANAGEMENT BASINS AND RELEASED IN ACCORDANCE WITH THE OHIO EPA NPDES GENERAL PERMIT NO. OHC000004.

FLOODPLAIN

THE VN–3 DEVELOPMENT SITE IS LOCATED IN ZONE X, OUTSIDE OF 500–YEAR FLOODPLAIN ON FLOOD INSURANCE RATE MAP, UNION COUNTY, OHIO, #39159C0380D & #39159C0385D, EFFECTIVE DATE DECEMBER 16 2008.

OPEN SPACE

OPEN SPACE INCLUDING THE DEDICATED OPEN SPACE IN VN–3 IS TO BE OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY. USE OF OPEN SPACE IS TO BE RESTRICTED TO NECESSARY STORMWATER MANAGEMENT FACILITIES, UTILITY EASEMENTS AND RECREATIONAL USE

VARIANCE

VARIANCE HAS BEEN APPROVED FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 406, MINIMUM RIGHT–OF–WAY WIDTHS TO ALLOW A 50' RIGHT–OF–WAY WIDTH FOR ALL LOCAL STREET CLASSIFICATIONS WITHIN JEROME VILLAGE. RESOLUTION #306–09. DATED 6–11–09.

ZONING

VILLAGE NEIGHBORHOOD, SECTION 3 WAS ZONED PUD (NOW PD) AS PART OF THE JEROME VILLAGE DEVELOPMENT APPROVED BY JEROME TOWNSHIP, APRIL 23, 2007.

INFRASTRUCTURE OWNERSHIP

PRIVATE RIGHT–OF–WAY IN VN–3 IS TO BE OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY. USE OF RIGHT–OF–WAY TO BE RESTRICTED TO NECESSARY VEHICULAR ACCESS, STORMWATER CONVEYANCE FACILITIES AND UTILITIES.

STORM SEWER WITHIN VN–3 IS TO OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY.

WATERLINE WITHIN VN–3 IS TO OWNED AND MAINTAINED BY JEROME VILLAGE COMMUNITY AUTHORITY.

PARKING

NO PARKING EXCEPT AT DESIGNATED AREAS ARE PERMITTED WITHIN THE ROADWAYS.

VARIANCE

PREVIOUSLY GRANTED

1. VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 406, MINIMUM RIGHT–OF–WAY WIDTHS TO ALLOW A 50' RIGHT–OF–WAY WIDTH FOR ALL LOCAL STREET CLASSIFICATIONS WITHIN JEROME VILLAGE. RESOLUTION #306–09. DATED 6–11–09.

REQUESTED

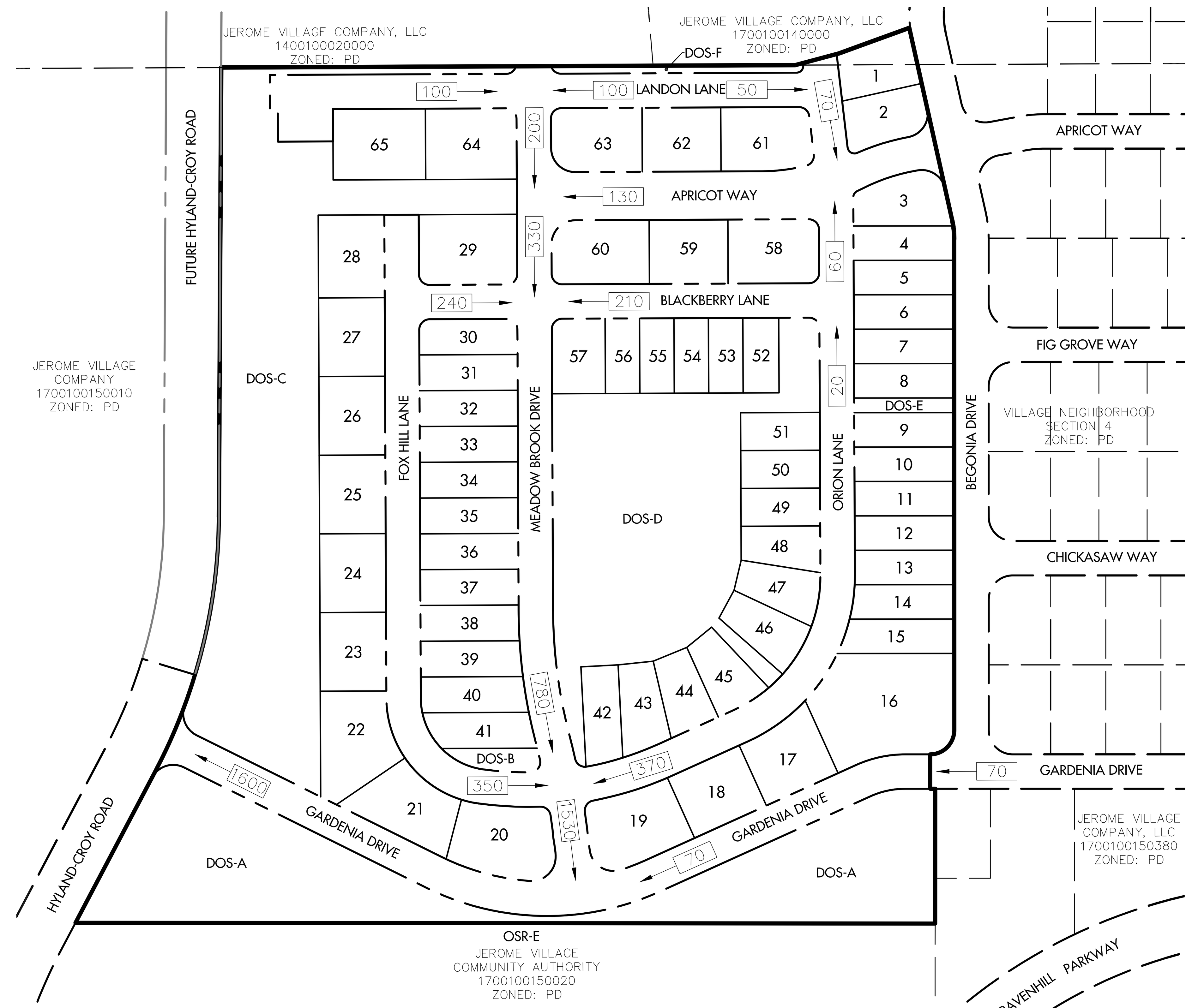
1. VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 408.6 TO ALLOW ALLEY STREETS
2. VARIANCE FROM THE UNION COUNTY SUBDIVISION REGULATIONS, SECTION 408.3 TO ALLOW DEAD END STREETS ON THE ALLEY STREETS.
3. VARIANCE FROM THE UNION COUNTY TECHNICAL DESIGN STANDARDS, ARTICLE 1, SECTION 101 – STREET DESIGN, PARTS H, I & J – HORIZONTAL ALIGNMENT TO ALLOW A CENTERLINE RADIUS OF LESS THAN 150 FT. PAVEMENT OF 24 FT EDGE TO EDGE, INVERTED CROWN WITHOUT CURB ON THE ALLEYS.
4. VARIANCE FROM UNION COUNTY SUBDIVISION REGULATION, SECTION 412 – TO ALLOW BLOCK LENGTH SHORTER THAN 500'.

PRELIMINARY PLAT & PLAN FOR

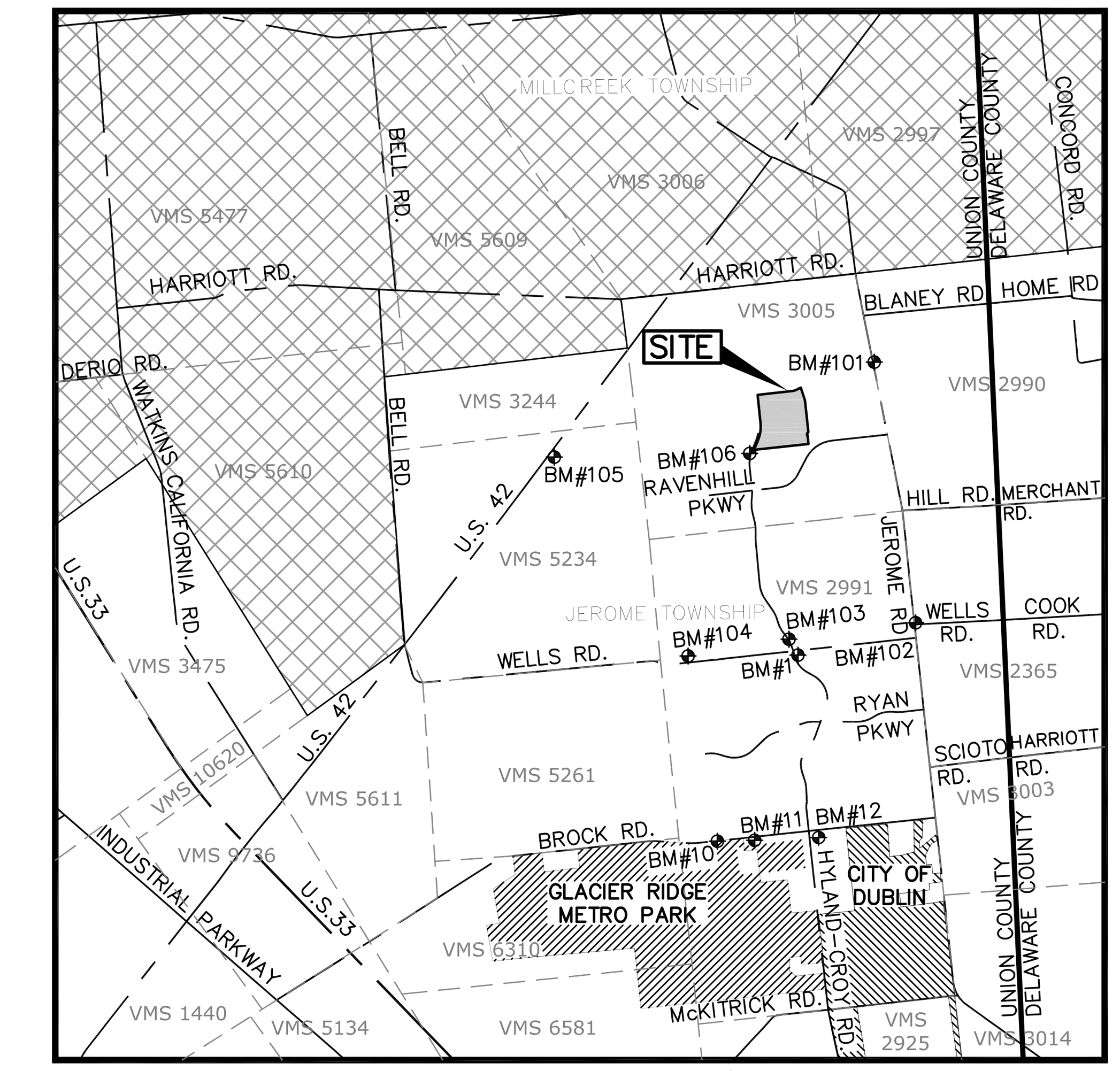
VILLAGE NEIGHBORHOOD SECTION 3

VIRGINIA MILITARY SURVEY (VMS) 3005

JEROME TOWNSHIP, UNION COUNTY, OHIO



INDEX MAP
SCALE: 1" = 150'



LOCATION MAP
SCALE: 1" = 4000'

GRAPHIC SCALE
150 75 0 150
(IN FEET)
1 inch = 150 ft.

GENERAL DEVELOPMENT SUMMARY

	PROPOSED	ZONED
TOTAL AREA (ACRES)	31.314	31.3
OPEN SPACE	9.845	5.4
RIGHT–OF–WAY	7.712	
PUBLIC	3.639	
PRIVATE	4.073	
LOTS	13.757	
NUMBER OF LOTS	65	–
DETACHED	43	–
ATTACHED	22	–
NUMBER OF UNITS	153	123
DETACHED	43	–
ATTACHED	110	–
DENSITY (UNITS/ACRE)		
GROSS (# LOTS/TOTAL AREA)	4.886	3.930
NET (# LOTS/LOT AREA)	11.122	–

SETBACKS	ATTACHED (BUILDING)	DETACHED
FRONT YARD (FROM OPPOSITE ALLEY)	20'	20'
REAR YARD (FROM ALLEY R/W)	5'	5'
SIDE YARD	5'	5'

DOS = DEDICATED OPEN SPACE
OSR = OPEN SPACE RESERVE

UTILITY COMPANIES

ELECTRIC
OHIO EDISON
1040 SOUTH PROSPECT ST.
MARION, OH 43302
P: (800) 633–4766
F: (740) 382–7108

TELEPHONE/CABLE/INTERNET
TIME WARNER CABLE
P.O. BOX 2553
COLUMBUS, OHIO 43216
P: (614) 481–5263
F: (614) 255–6428

FRONTIER COMMUNICATIONS
550 LEADER STREET
MARION, OHIO 43302
P: (740) 383–0729
F: (937) 382–1910

GAS
COLUMBIA GAS
920 W. GOODALE BLVD
COLUMBUS, OH 43212
P: (614) 460–2172
F: (614) 989–1207

WATER
CITY OF MARYSVILLE
PUBLIC SERVICE CENTER
455 NORTH MAPLE STREET
MARYSVILLE, OHIO 43040
P: (937) 645–7350
F: (937) 645–7351

SANITARY SEWER
JEROME VILLAGE
COMMUNITY AUTHORITY
720 EAST BROAD STREET
COLUMBUS, OHIO 43215
P: (614) 242–4000
F: (614) 242–4001

CITY OF MARYSVILLE
WASTEWATER DEPARTMENT
12901 BEECHER–GAMBLE ROAD
MARYSVILLE, OHIO 43040
P: (937) 645–7350
F: (937) 645–7351

OHIO Utilities Protection SERVICE
811 or 1-800-362-2764 Call Before You Dig

SHEET INDEX

1	COVER SHEET
2	TYPICAL SECTION & DETAILS
3	PRELIMINARY PLAT
4	COMPOSITE UTILITY PLAN
5–14	PRELIMINARY PLAN & PROFILE
15	EXISTING CONDITIONS PLAN
16	PRELIMINARY GRADING PLAN
17	STORMWATER MANAGEMENT PLAN
18	STORMWATER POLLUTION PREVENTION PLAN

OWNER/DEVELOPER:

JEROME VILLAGE
JEROME VILLAGE COMPANY, LLC
ATTN: GARY NUSS
375 N. FRONT STREET
COLUMBUS, OH 43215
P: 614–857–2334
F: 614–857–2346

SURVEYOR

AMERICAN LAND SURVEYORS, LLC.
ATTN: JON (BRETT) ADCOCK
1346 HEMLOCK COURT
LANCASTER, OHIO 43130
P: 614–837–0800
F: 740–415–6599

NOTES:

1. TOPOGRAPHIC SURVEY PROVIDED BY M.A.N. MAPPING, INC., BENCHMARK LAND SURVEYING & MAPPING CO. AND AMERICAN LAND SURVEYORS, LLC
2. TYPICAL SECTION PAVEMENT BUILDUP TO BE DETERMINED BASED ON UNION COUNTY TECHNICAL DESIGN STANDARDS.
3. SANITARY SEWER COLLECTION PROVIDED BY EVERSOLE RUN SANITARY SEWER DISTRICT VIA GRAVITY TO REGIONAL PUMP STATION.
4. WATER DISTRIBUTION SERVICE PROVIDED BY CITY OF MARYSVILLE.

SURVEY DATA		
DESCRIPTION	EXISTING PARCEL ID NUMBER	BOUNDARY SURVEY DATE
WILLIAM MILLER	170010015001	3/13/2006
WEEKS	1700100140000	11/07/2006

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
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JEROME TOWNSHIP, UNION COUNTY, OHIO
JEROME VILLAGE
VILLAGE NEIGHBORHOOD SECTION 3
COVER SHEET

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- ☐ AGENCY REVIEW SET
- ☐ CONSTRUCTION DOCUMENT SET
- ☐ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 150' VERTICAL: N/A

SHEET NO.: 1/18

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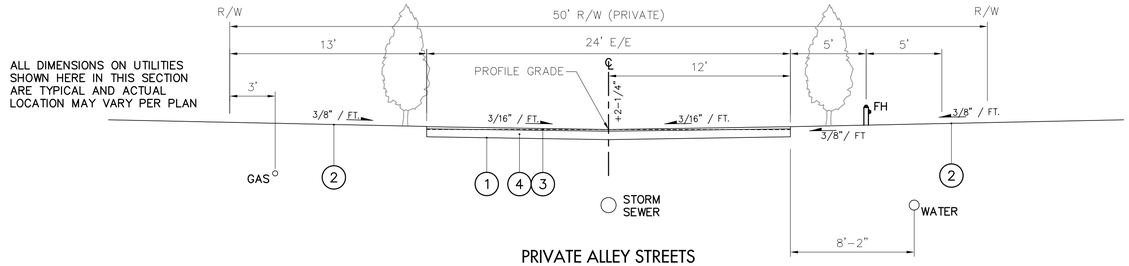


ALL DIMENSIONS ON UTILITIES SHOWN HERE IN THIS SECTION ARE TYPICAL AND ACTUAL LOCATION MAY VARY PER PLAN

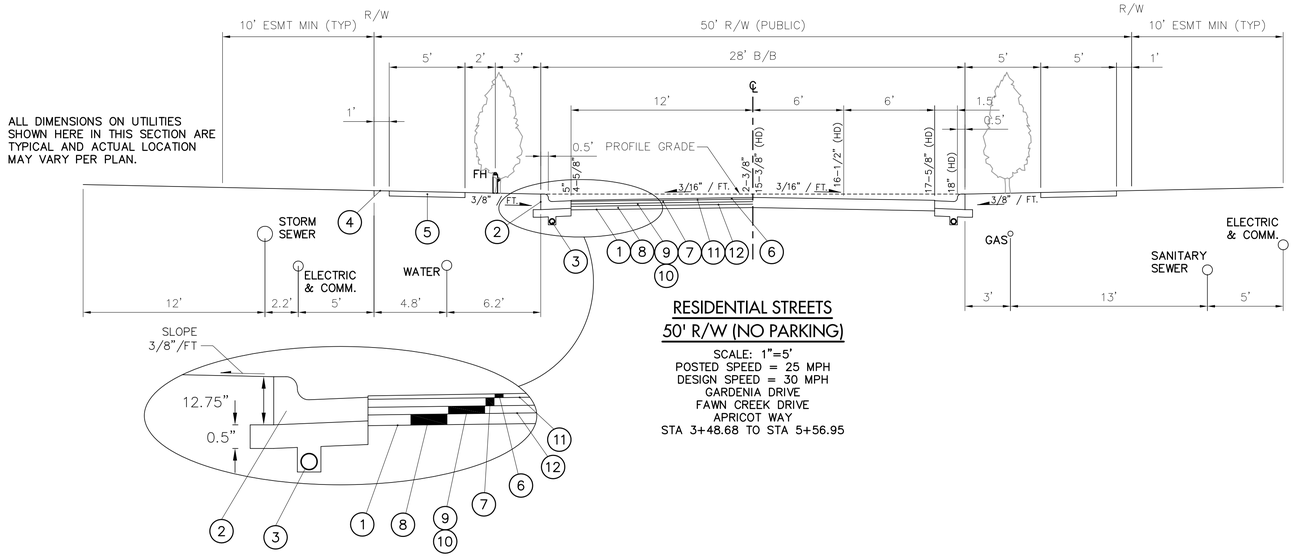
PRIVATE ALLEY STREETS
50' R/W (NO PARKING)

SCALE: 1"=5'
POSTED SPEED = 10 MPH
DESIGN SPEED = 30 MPH
LANDON LANE
FOX HILL DRIVE
STREET B2
BLACKBERRY LANE

PRIVATE STREETS

1. ITEM 204, SUBGRADE COMPACTION
2. ITEM 659, SEEDING & MULCHING
3. ITEM 448, 1-1/2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22
4. 6" ROLLER COMPACTED CONCRETE

SN = 3.52



RESIDENTIAL STREETS
50' R/W (NO PARKING)

SCALE: 1"=5'
POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH
GARDENIA DRIVE
FAWN CREEK DRIVE
APRICOT WAY
STA 3+48.68 TO STA 5+56.95

PUBLIC STREETS

1. ITEM 204, SUBGRADE COMPACTION
2. ITEM 609, STANDARD CONCRETE COMBINED CURB & GUTTER
3. ITEM 605, 4" PIPE UNDERDRAIN W/NO.8 OR NO.57 STONE
4. ITEM 659, SEEDING & MULCHING
5. ITEM 608, 4" CONCRETE SIDEWALK
6. ITEM 448, 1-1/4" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22
7. ITEM 448, 1-3/4" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 2, PG 64-22
8. ITEM 304, 4" AGGREGATE BASE
10. ITEM 301, 6" BITUMINOUS AGGREGATE BASE COURSE
11. ITEM 407, TACK COAT (0.075 GAL/SY)
12. ITEM 408, PRIME COAT (0.50 GAL/SY)

SN = 3.71

RCC PAVEMENT BUILDUP: (ALTERNATIVE)

1. ITEM 204, SUBGRADE COMPACTION
2. ITEM 609, STANDARD CONCRETE COMBINED CURB & GUTTER
3. ITEM 605, 4" PIPE UNDERDRAIN W/NO.8 OR NO.57 STONE
4. ITEM 659, SEEDING & MULCHING
5. ITEM 608, 4" CONCRETE SIDEWALK
6. ITEM 448, 1-1/4" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, PG 64-22
7. ITEM 448, 1-3/4" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 2, PG 64-22
8. ITEM 304, 4" AGGREGATE BASE
9. 6" ROLLER-COMPACTED CONCRETE
11. ITEM 407, TACK COAT (0.075 GAL/SY)
12. ITEM 408, PRIME COAT (0.50 GAL/SY)

SN = 3.71

BOULEVARD STREET
70' R/W (NO PARKING)

SCALE: 1"=5'
POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH
APRICOT WAY
STA 0+00.00 TO STA 3+48.68

GRAPHIC SCALE
5 2.5 0 5
(IN FEET)
1 inch = 5 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD SECTION 3

TYPICAL SECTIONS

DRAWING SET STATUS:
- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 5' VERTICAL: N/A

SHEET NO.: 2/18

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LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE

GRAPHIC SCALE
100 50 0 100
(IN FEET)
1 inch = 100 ft.

RIGHT-OF-WAY CENTERLINE LINE TABLE			
LINE #	LENGTH	BEARING	DISTANCE
L1	140.07'	N12° 51' 25.47"W	140.07'
L2	118.83'	N59° 29' 18.67"E	118.83'

RIGHT-OF-WAY CENTERLINE CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	370.00'	50°46'34"	327.90'	N84°52'35"E	317.27'
C2	150.00'	24°21'02"	63.75'	N71°39'49"E	63.27'
C3	130.00'	81°55'53"	185.90'	S47°22'04"E	170.46'
C4	490.00'	32°10'40"	275.19'	N75°34'39"E	271.59'
C5	240.00'	65°53'26"	276.00'	N26°32'36"E	261.04'
C6	800.00'	6°27'18"	90.13'	N9°37'46"W	90.08'
C7	750.00'	14°22'35"	188.18'	S13°35'24"E	187.69'
C8	300.00'	26°39'22"	139.57'	N70°16'12"E	138.32'
C9	300.00'	16°23'35"	85.83'	N65°08'18"E	85.54'
C10	1000.00'	7°37'52"	133.19'	S16°57'46"E	133.09'

PROJECT BOUNDARY LINE TABLE		
LINE #	LENGTH	BEARING
L1	7.44'	S83° 50' 20.31"W
L2	50.00'	N6° 09' 39.69"W

PROJECT BOUNARY CURVE TABLE					
CURVE #	RADIUS	Δ	LENGTH	CHORD BEARING	CHORD DISTANCE
BC1	804.00'	27°29'30"	385.77'	S7°53'00"W	382.08'
BC2	35.00'	90°00'00"	54.98'	N38°50'20"E	49.50'
BC3	125.00'	12°34'12"	27.42'	N12°26'46"W	27.37'

GENERAL DEVELOPMENT SUMMARY

	PROPOSED	ZONED
TOTAL AREA (ACRES)	31.314	31.3
OPEN SPACE	9.845	5.4
RIGHT-OF-WAY	7.712	
PUBLIC	3.639	
PRIVATE	4.073	
LOTS	13.757	
NUMBER OF LOTS	65	–
DETACHED	43	–
ATTACHED	22	–
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DETACHED	43	–
ATTACHED	110	–
DENSITY (UNITS/ACRE)		
GROSS (# LOTS/TOTAL AREA)	4.886	3.930
NET (# LOTS/LOT AREA)	11.122	–

SETBACKS	ATTACHED (BUILDING)	DETACHED
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REAR YARD (FROM ALLEY R/W)	5'	5'
SIDE YARD	5'	5'

DOS = DEDICATED OPEN SPACE
OSR = OPEN SPACE RESERVE

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

PRELIMINARY PLAT

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 100'
VERTICAL: N/A

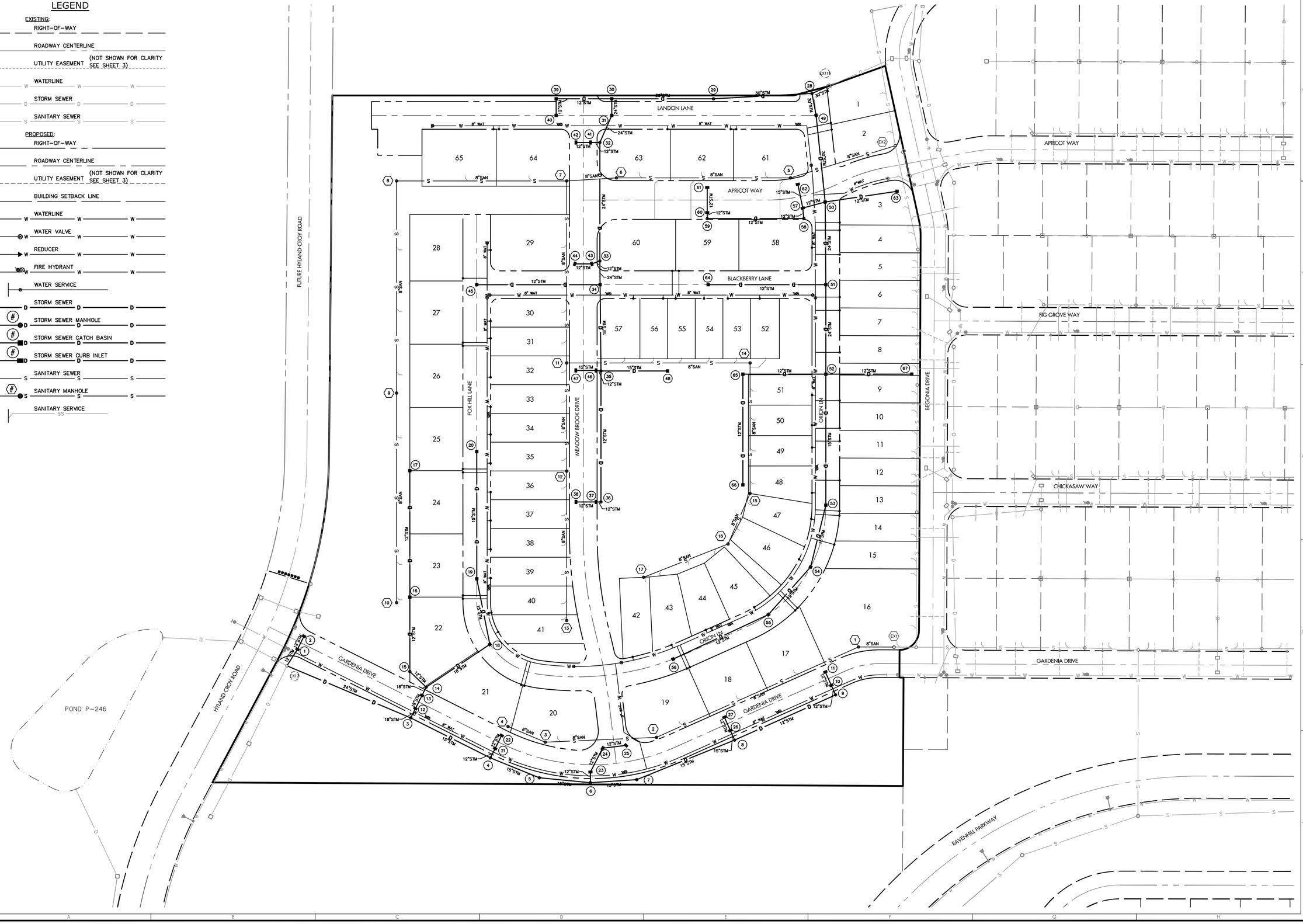
SHEET NO.: 3/18

K:\16-015\CIVIL\DWG\Engineering\16-015 ENGINEERING.dwg, by jbolton on 9/29/2017 @ 10:43:26 am - © Terrain Evolution, Inc.

LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT (NOT SHOWN FOR CLARITY SEE SHEET 3)
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT (NOT SHOWN FOR CLARITY SEE SHEET 3)
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE



GRAPHIC SCALE
80 40 0 80
(IN FEET)
1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD SECTION 3

COMPOSITE UTILITY PLAN

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 4/18

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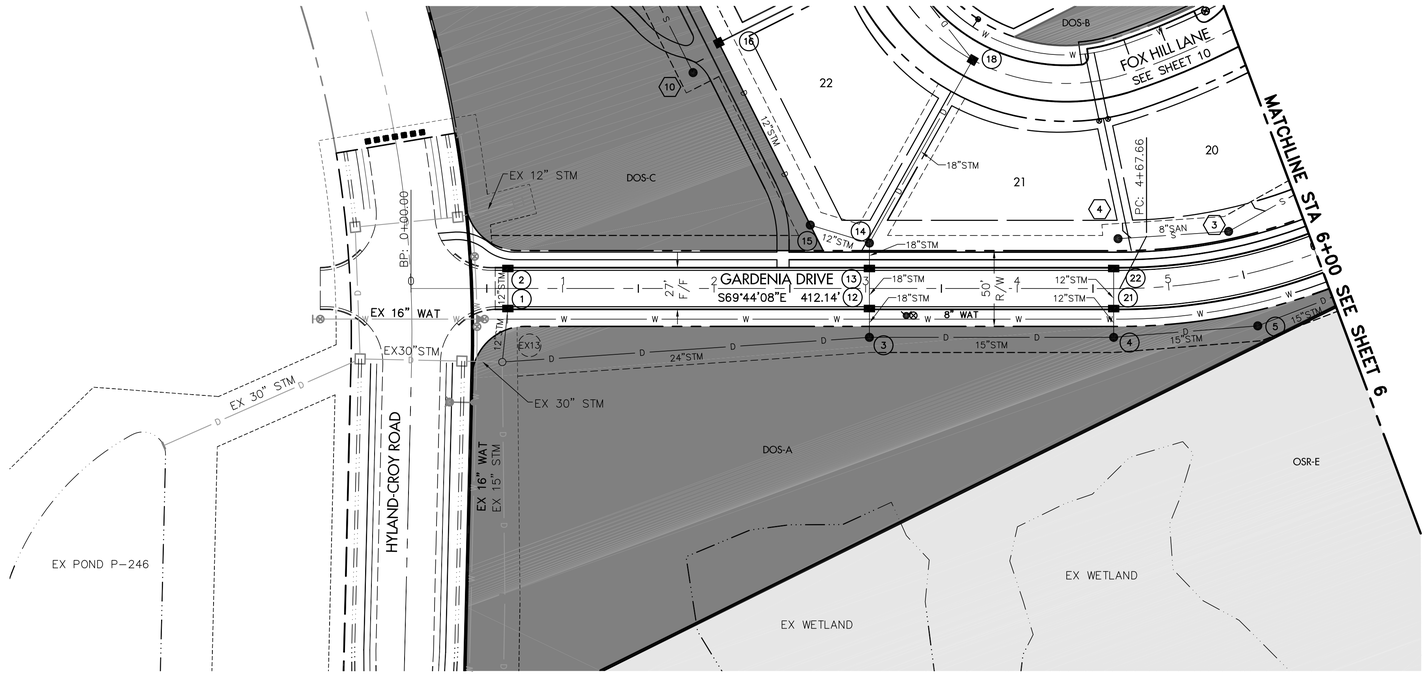

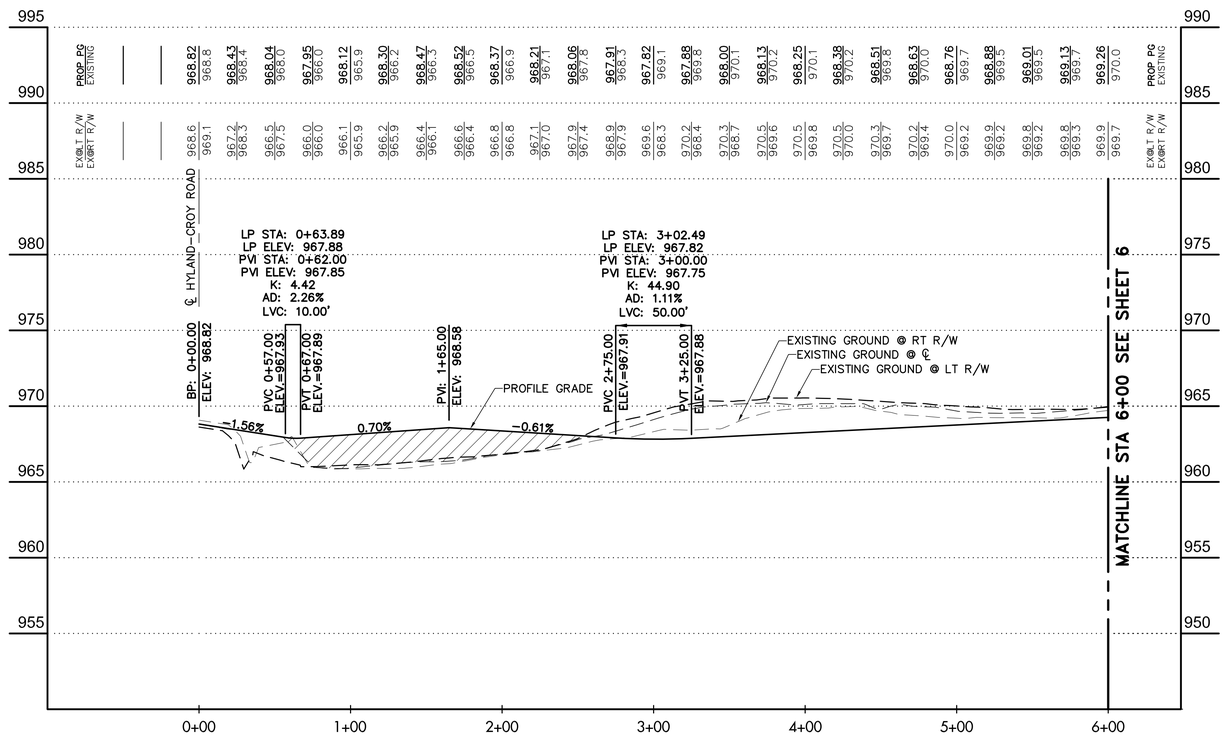

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE SS
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
GARDENIA DRIVE

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 5/18

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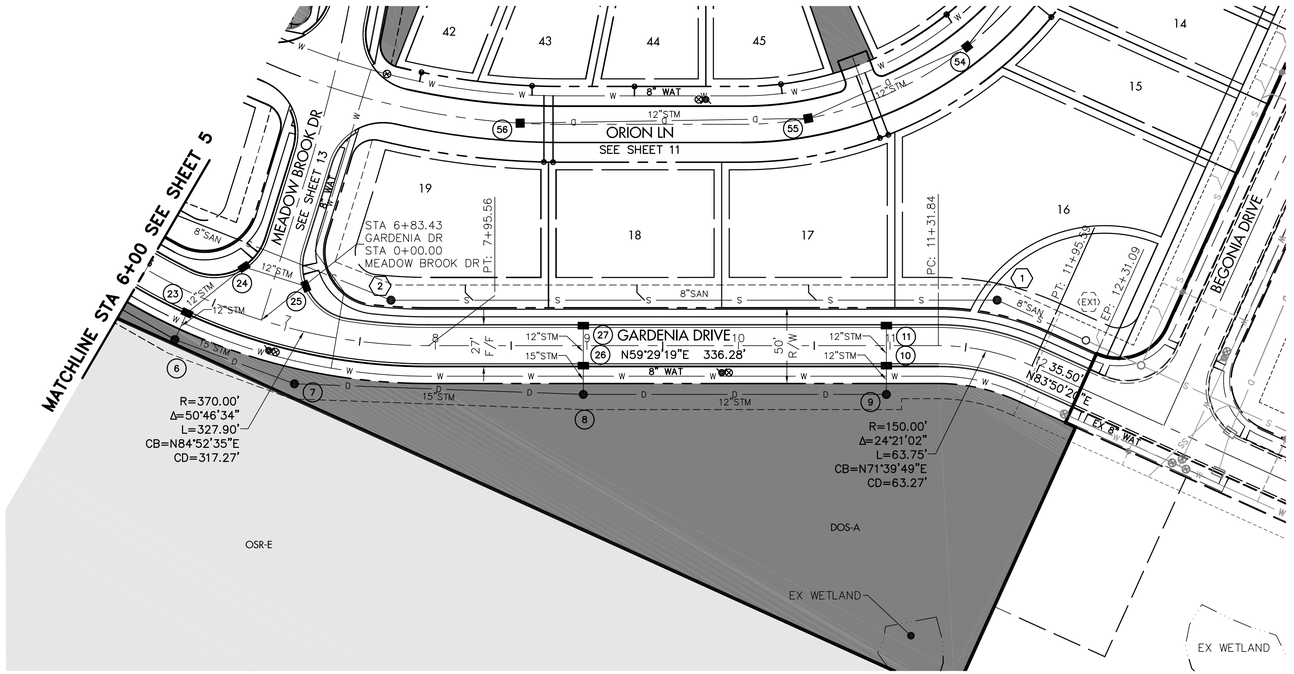

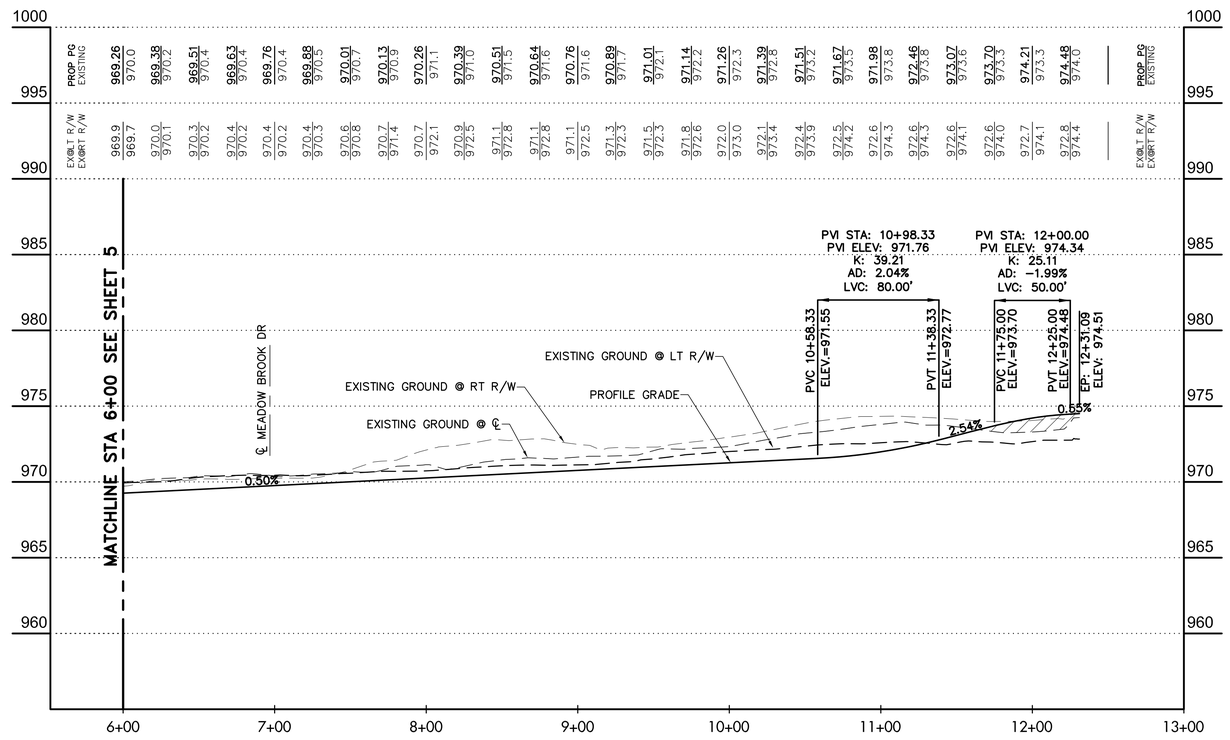

LEGEND

EXISTING:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE SS
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
GARDENIA DRIVE

DRAWING SET STATUS:
- [x] PRELIMINARY ENGINEERING SET
- [ ] AGENCY REVIEW SET
- [ ] CONSTRUCTION DOCUMENT SET
- [ ] AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 6/18

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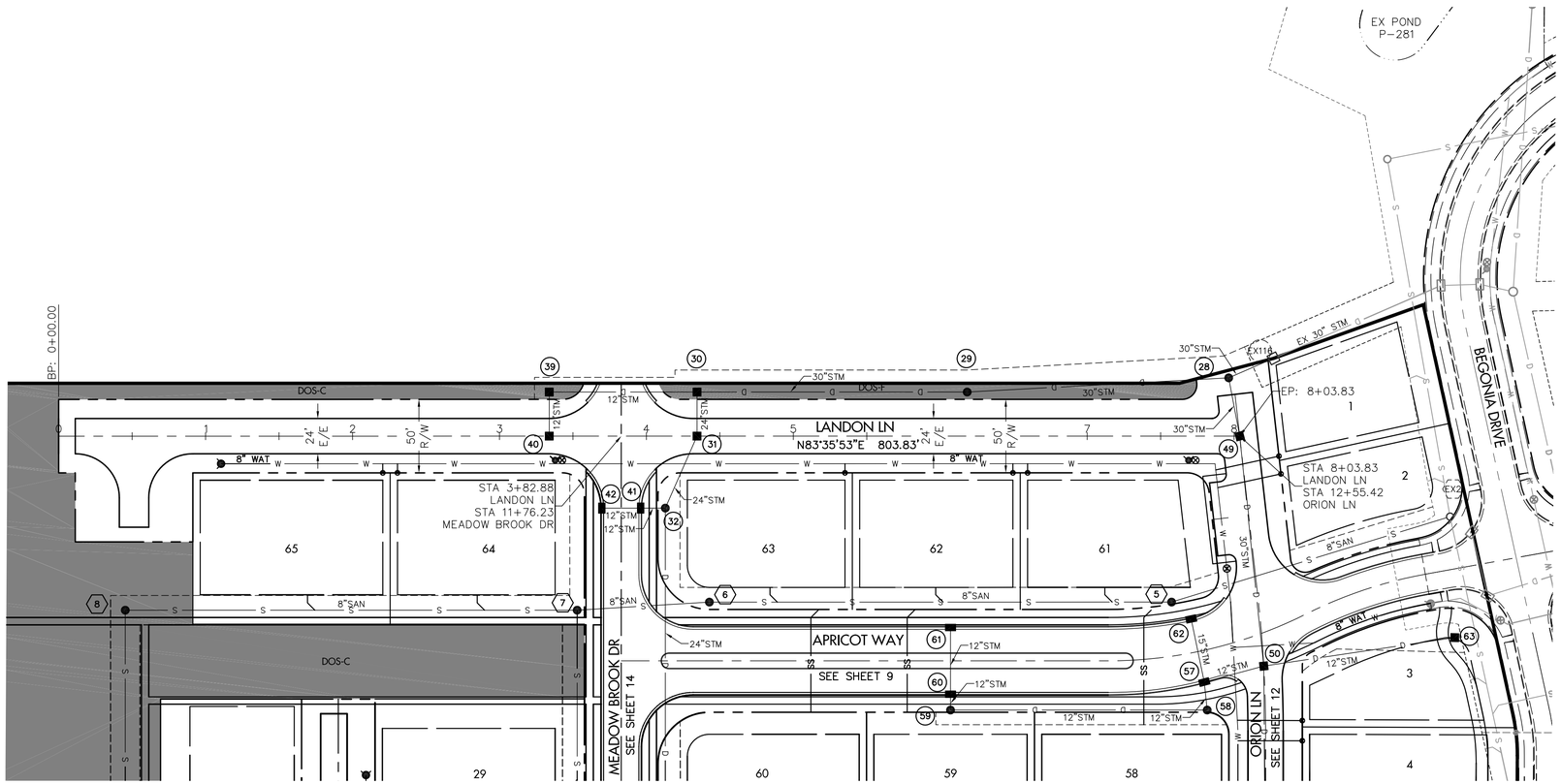

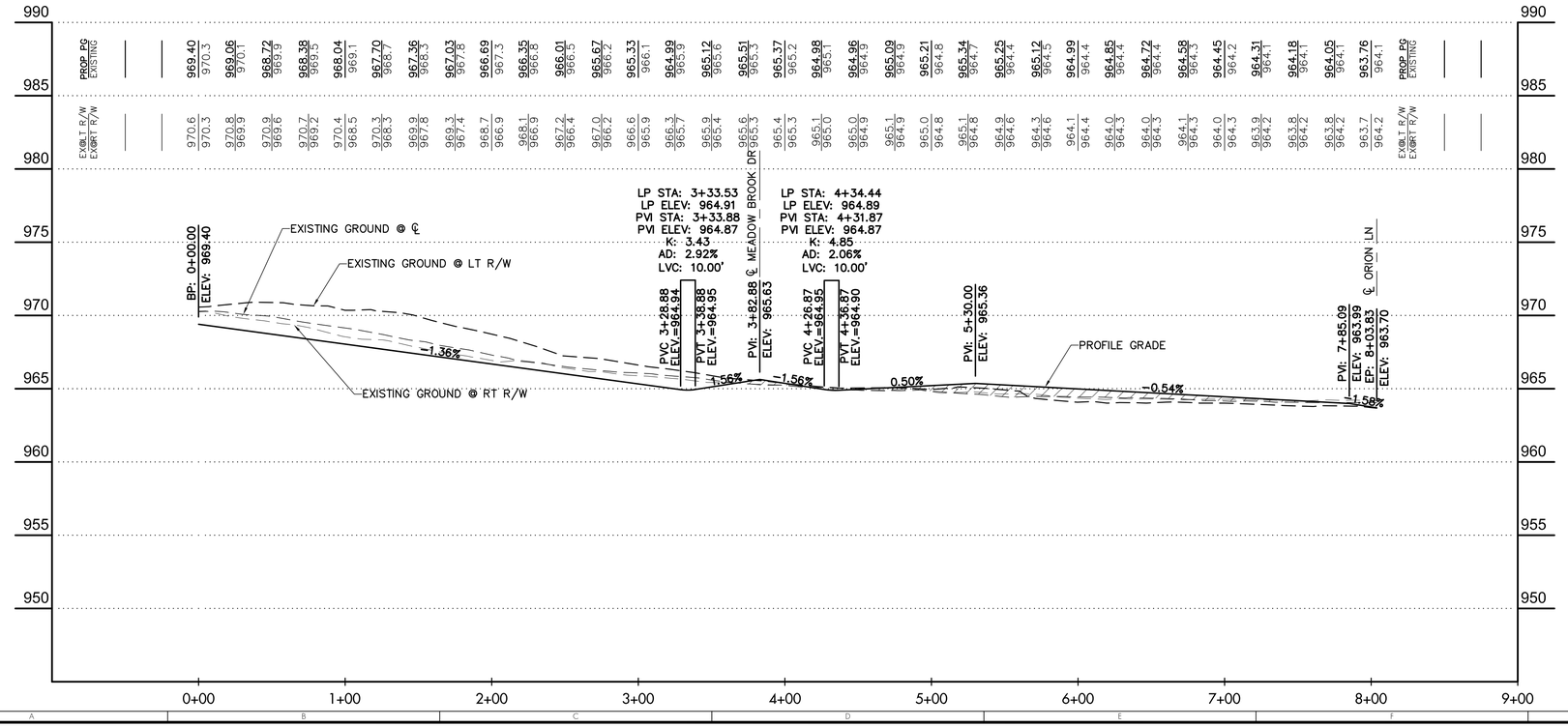

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
LANDON LANE

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 7/18

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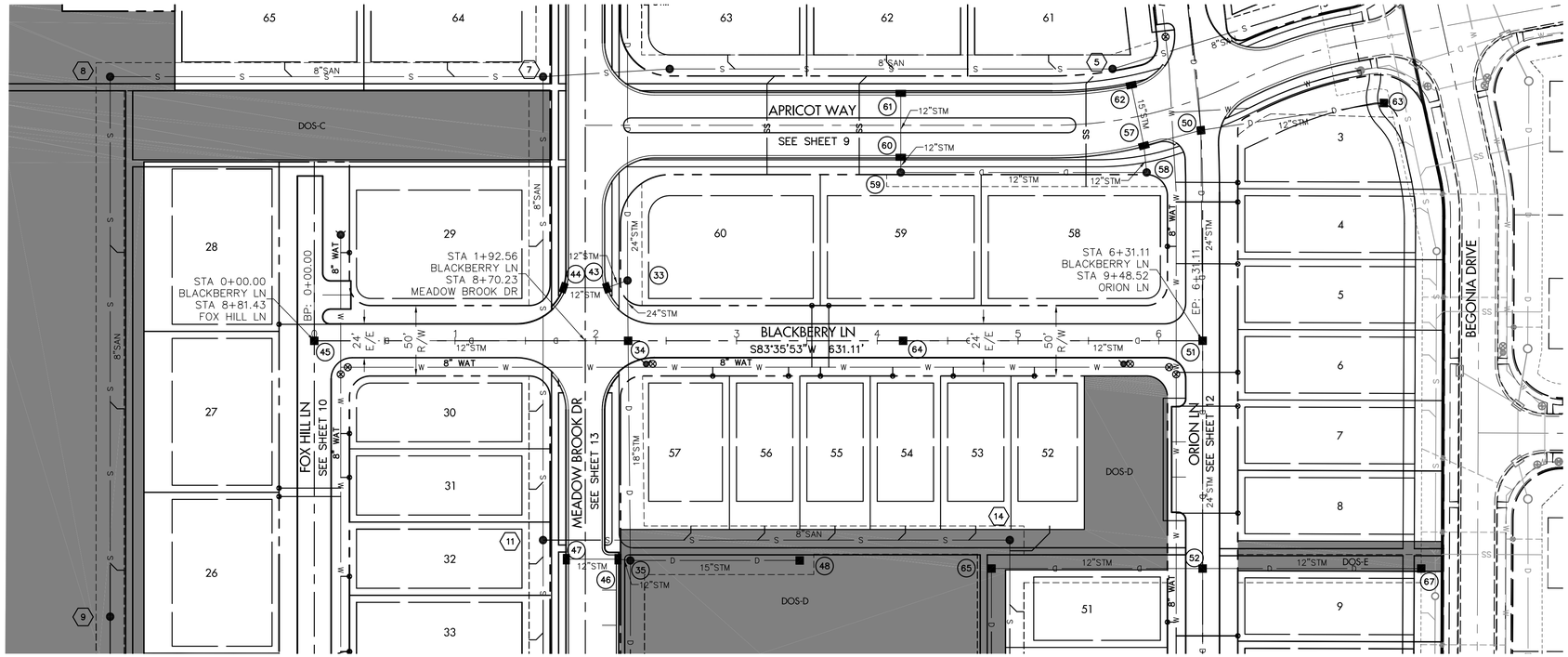

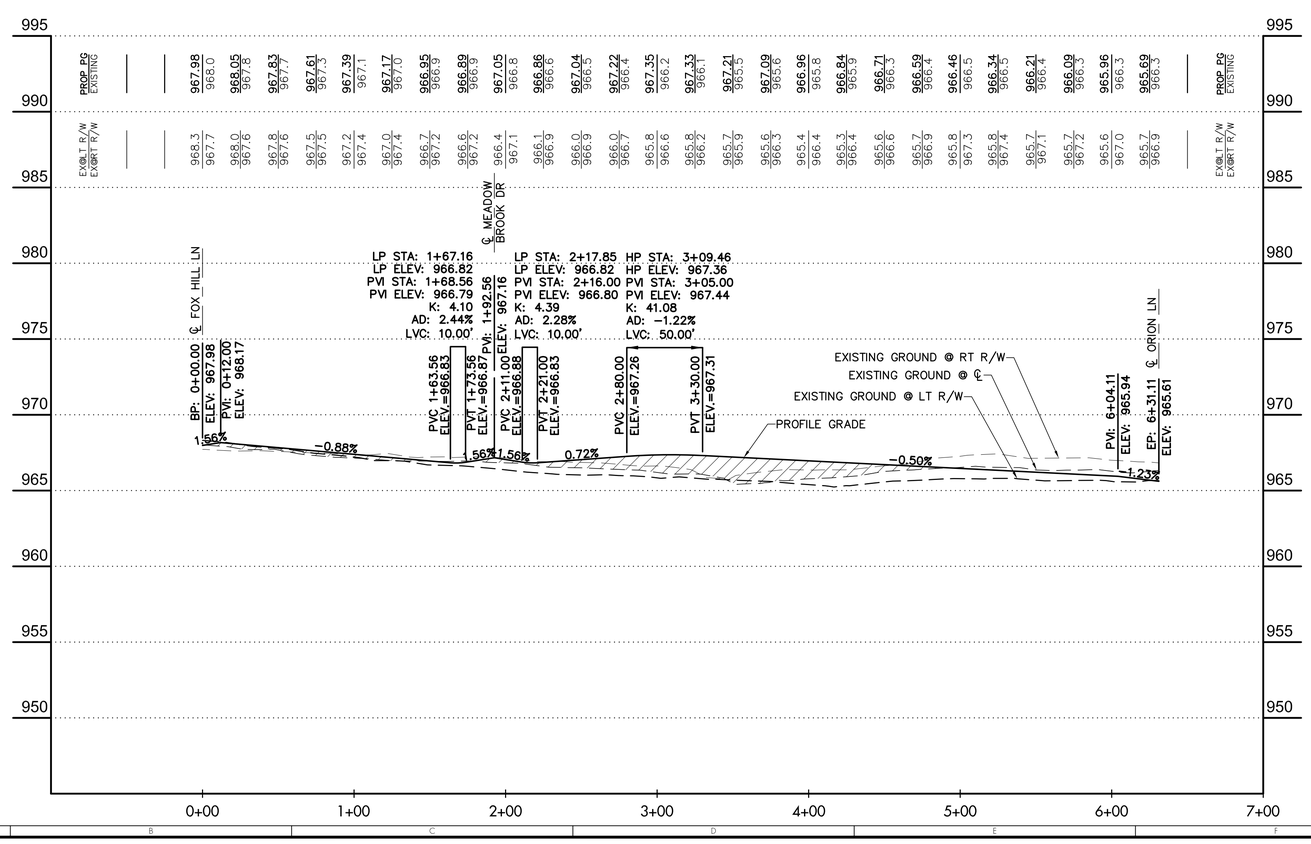

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
BLACKBERRY LANE

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 8/18

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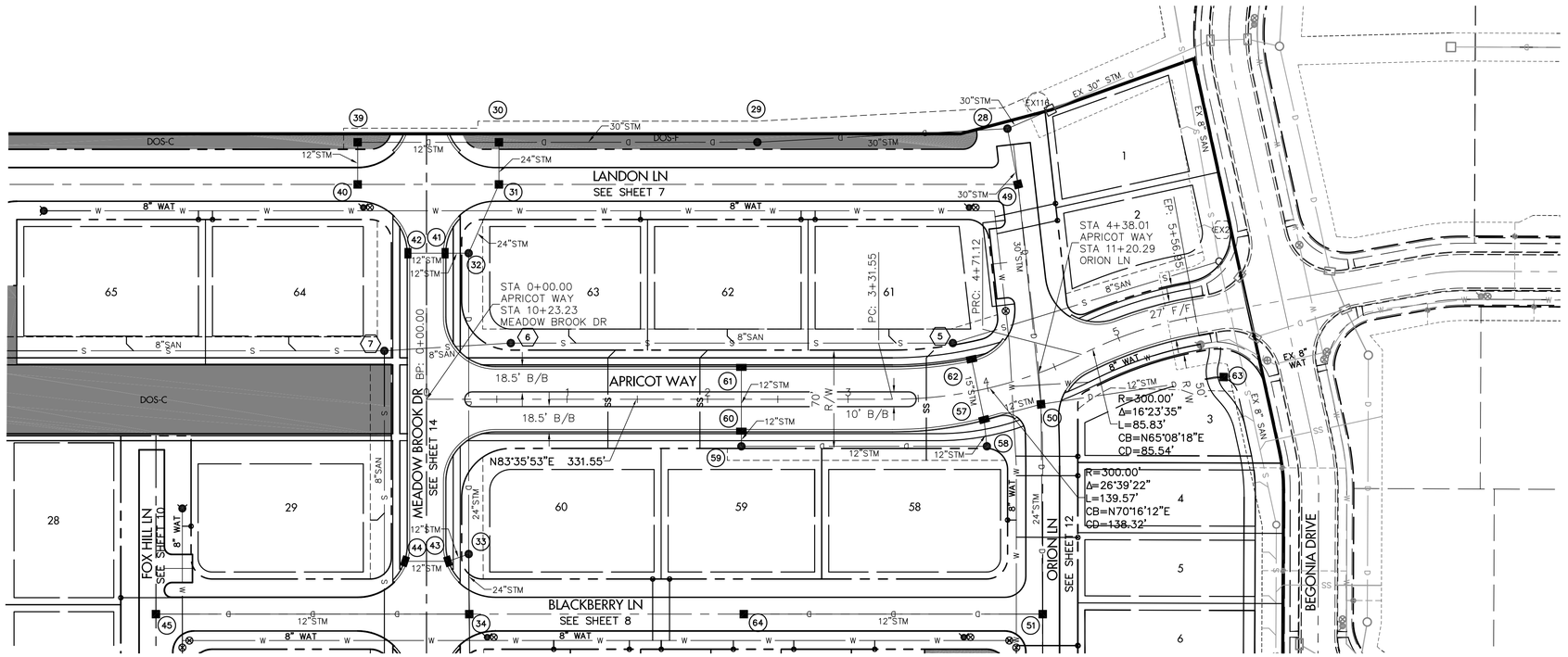

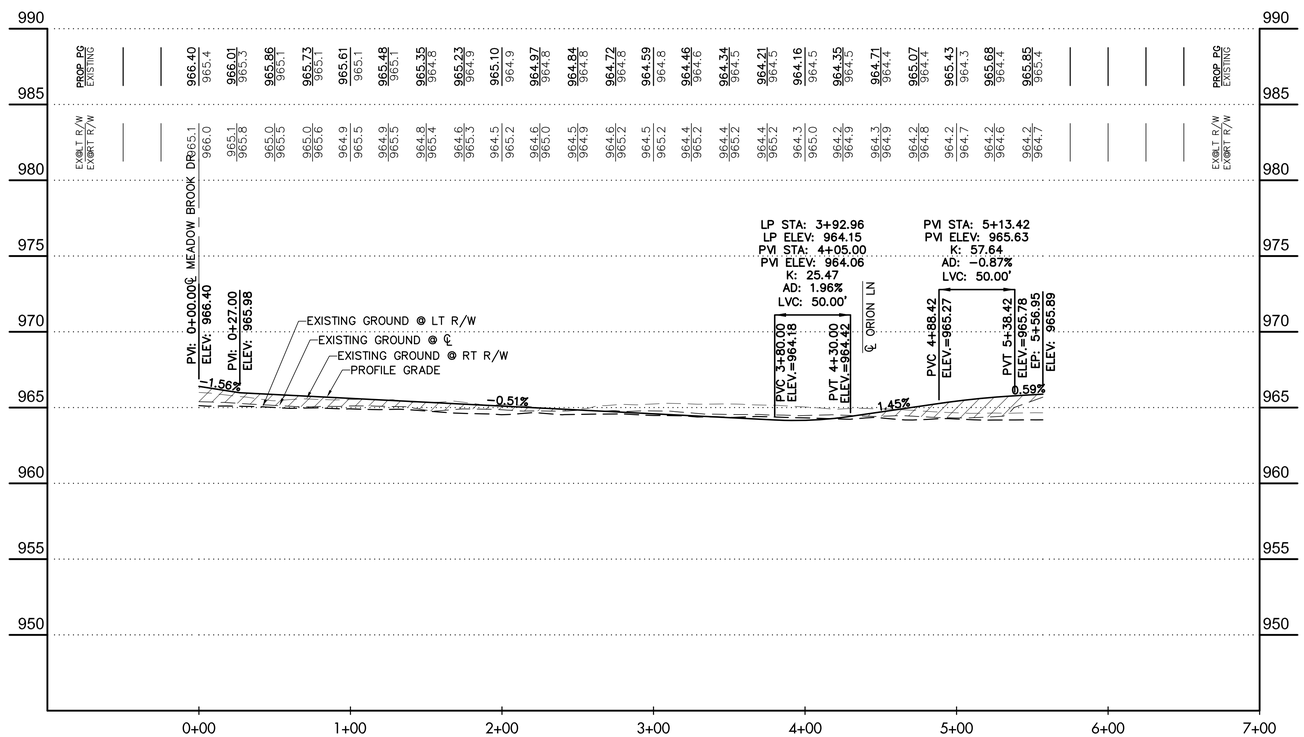

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
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- STORM SEWER CURB INLET
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- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE
VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
APRICOT WAY

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 9/18

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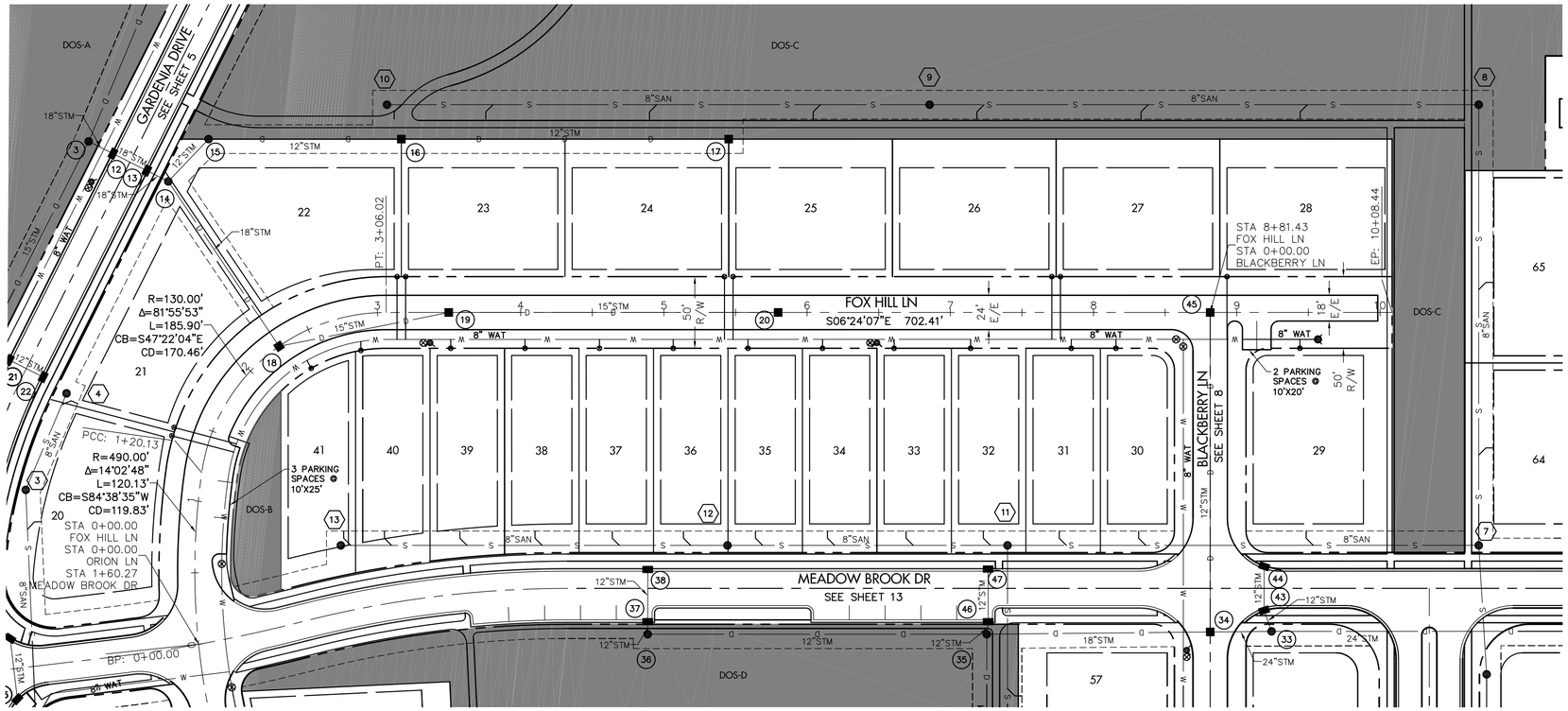

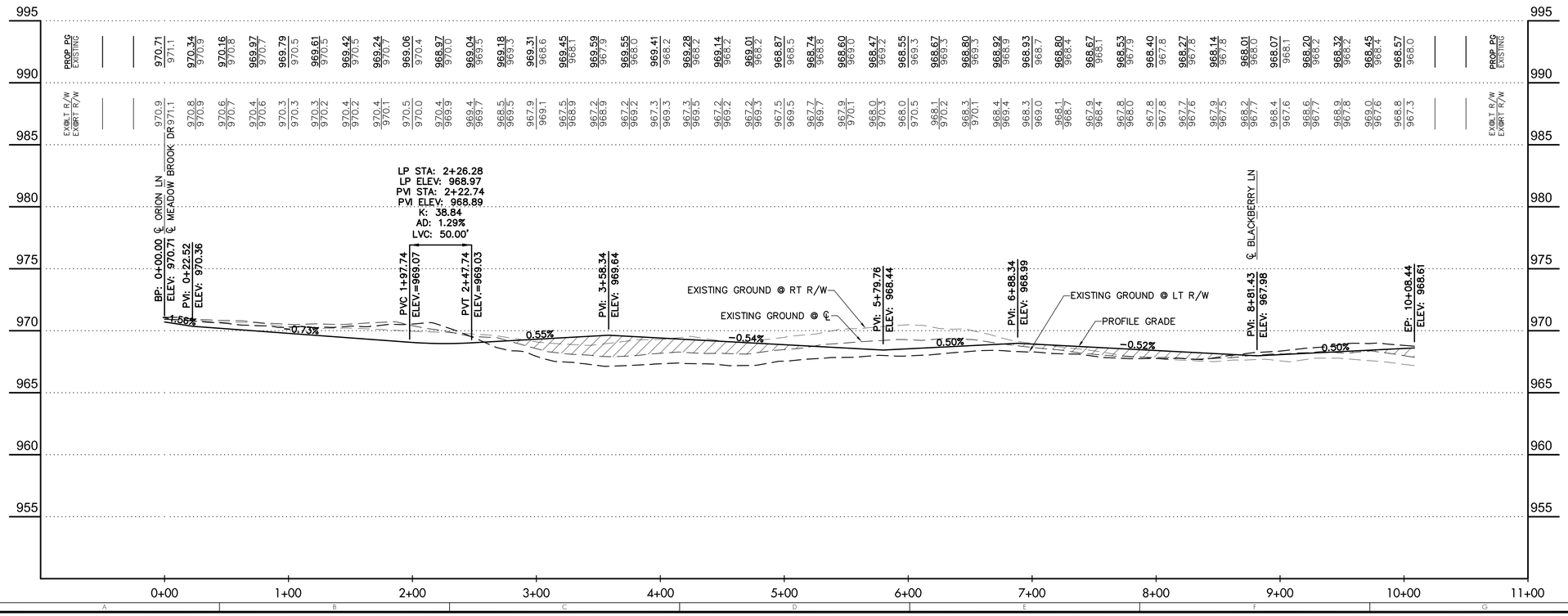

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE

50 25 0 50

(IN FEET)

1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
FOX HILL LANE

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 10/18

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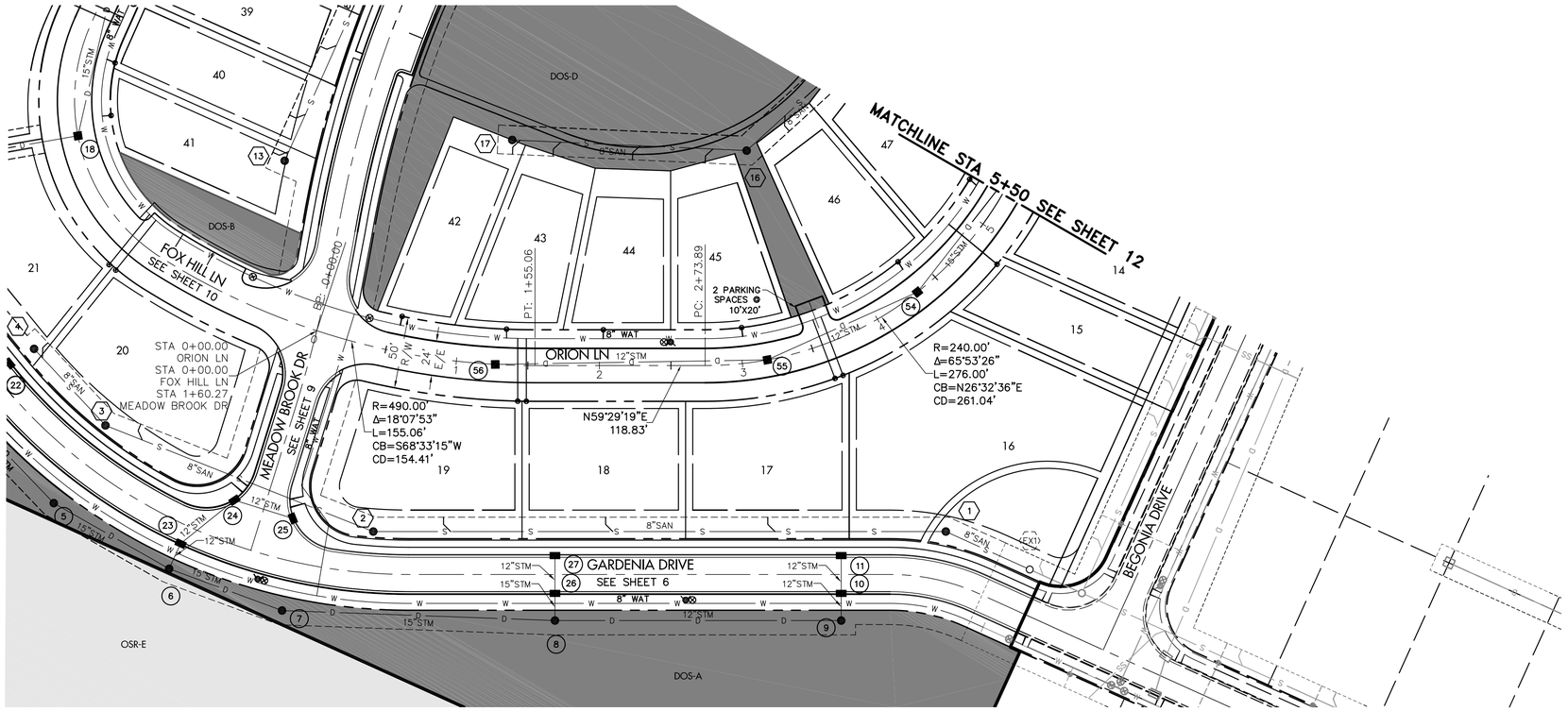

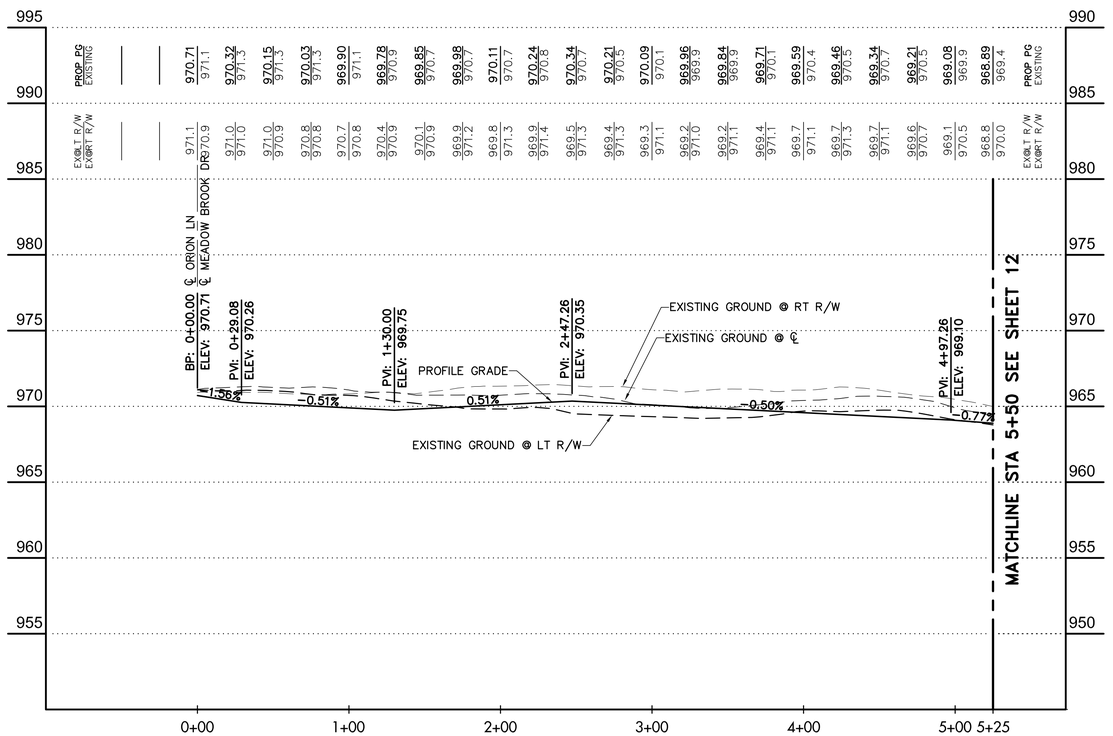

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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720 East Broad Street | Suite 203 | Columbus, OH 43215
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE
VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
ORION LANE

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE: HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 11/18

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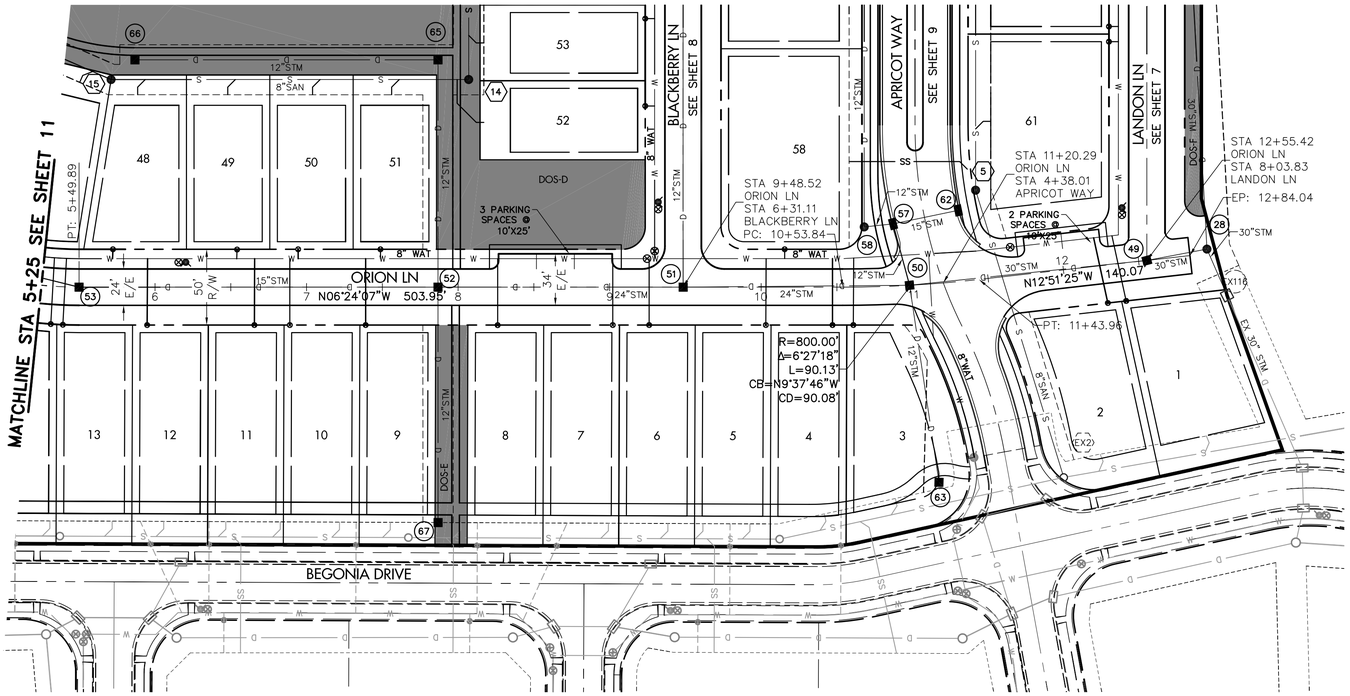

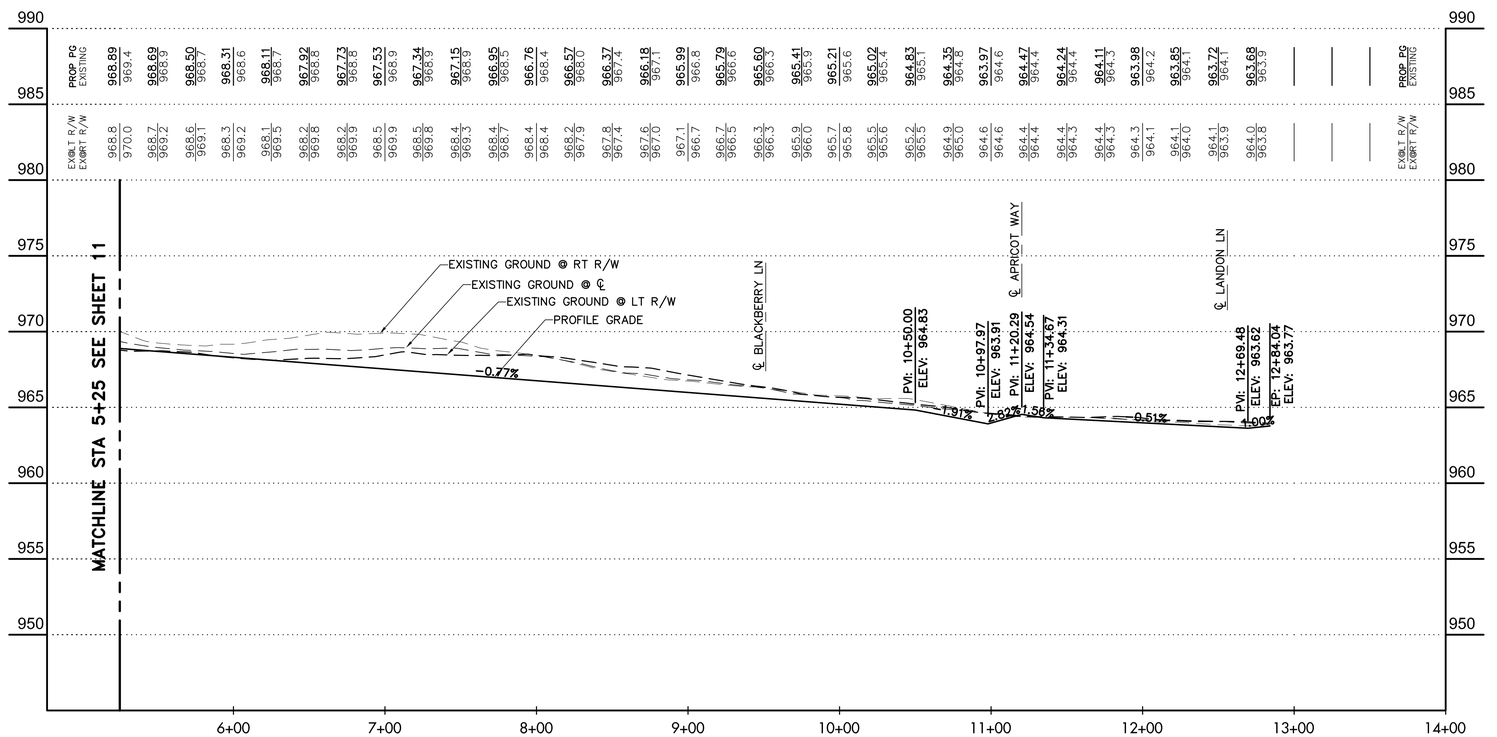

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
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- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
ORION LANE

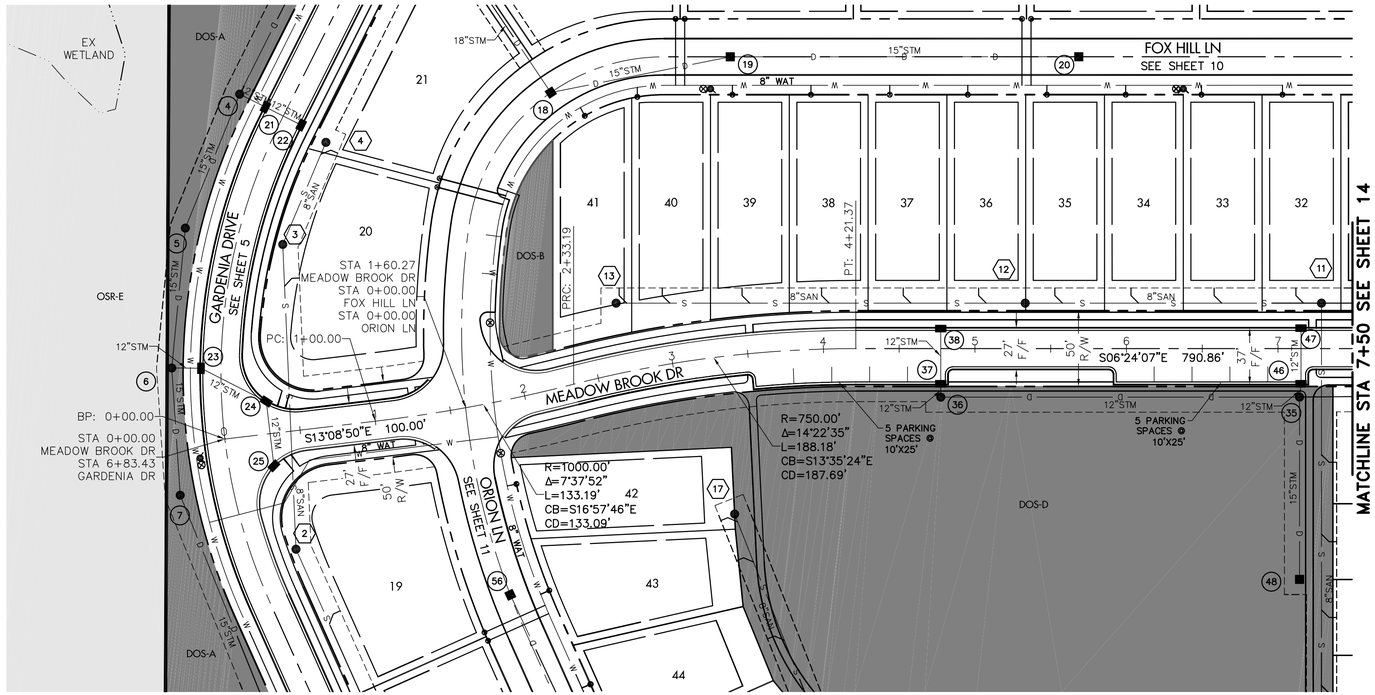
DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

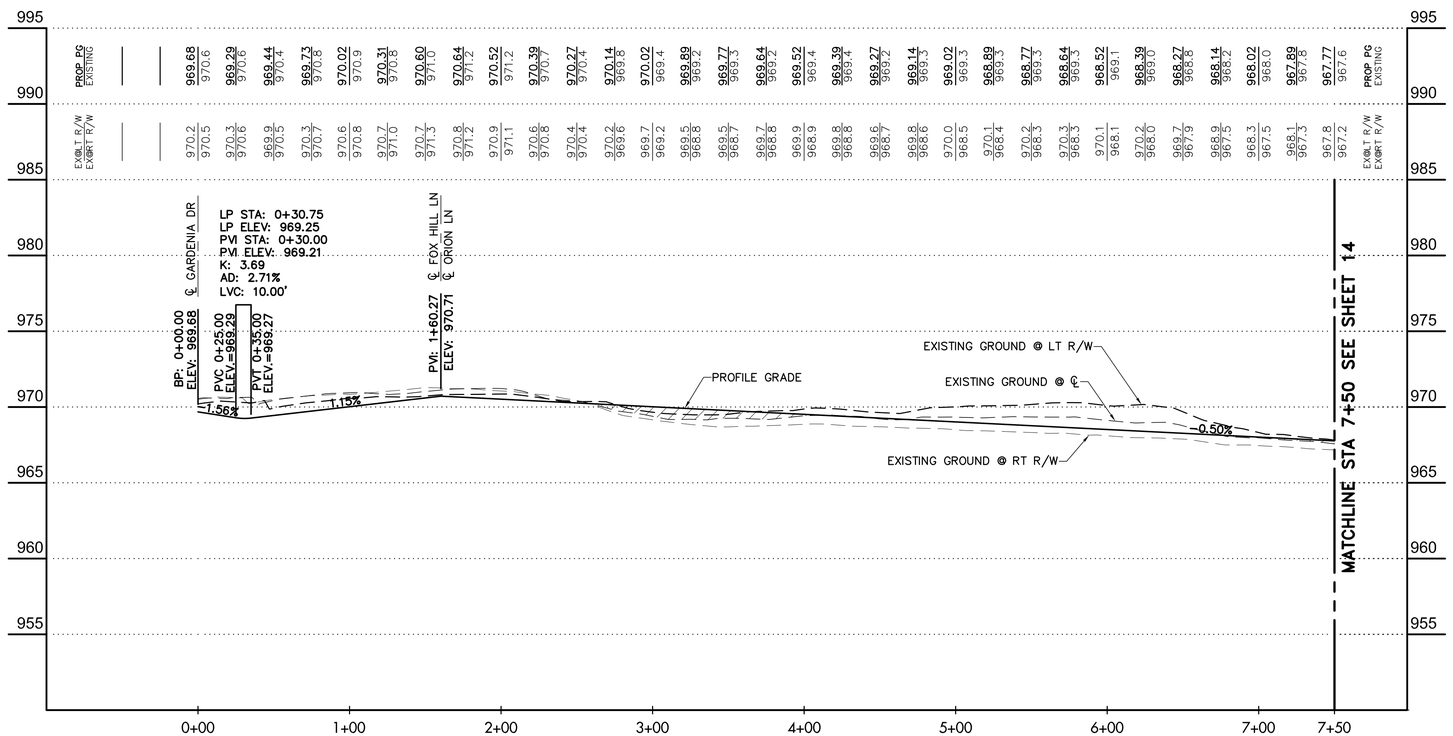
DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 12/18

I:\16-015\CAD\Engineering\Plan Sheets\16-015 Plan Sheets.dwg, by Jillana on 10/20/2017 8:10:03 pm - © Terrain Evolution, Inc.





LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE
50 25 0 50
(IN FEET)
1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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720 East Broad Street | Suite 203 | Columbus, OH 43215
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
MEADOW BROOK DRIVE

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015
DATE: SEPTEMBER, 2017
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 13/18

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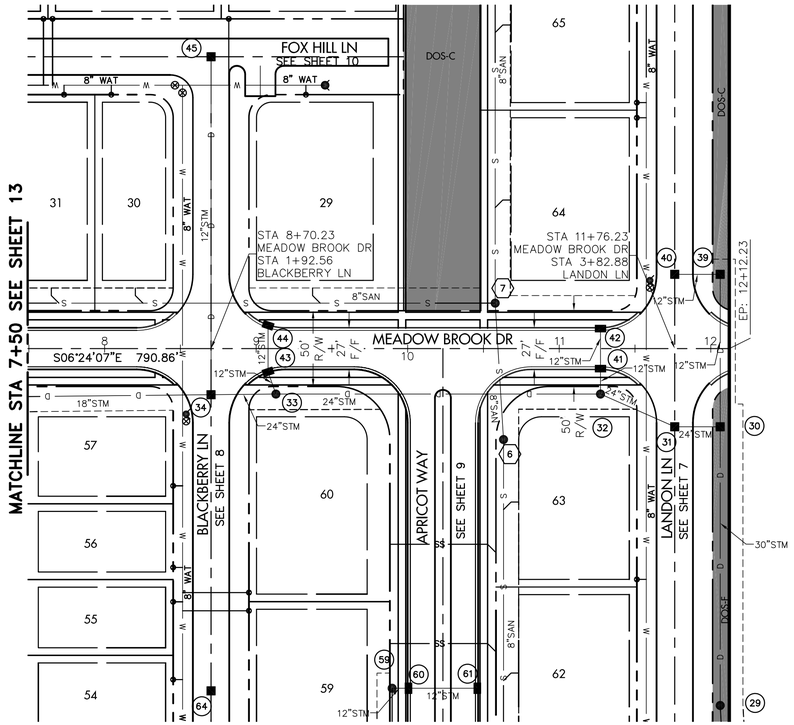

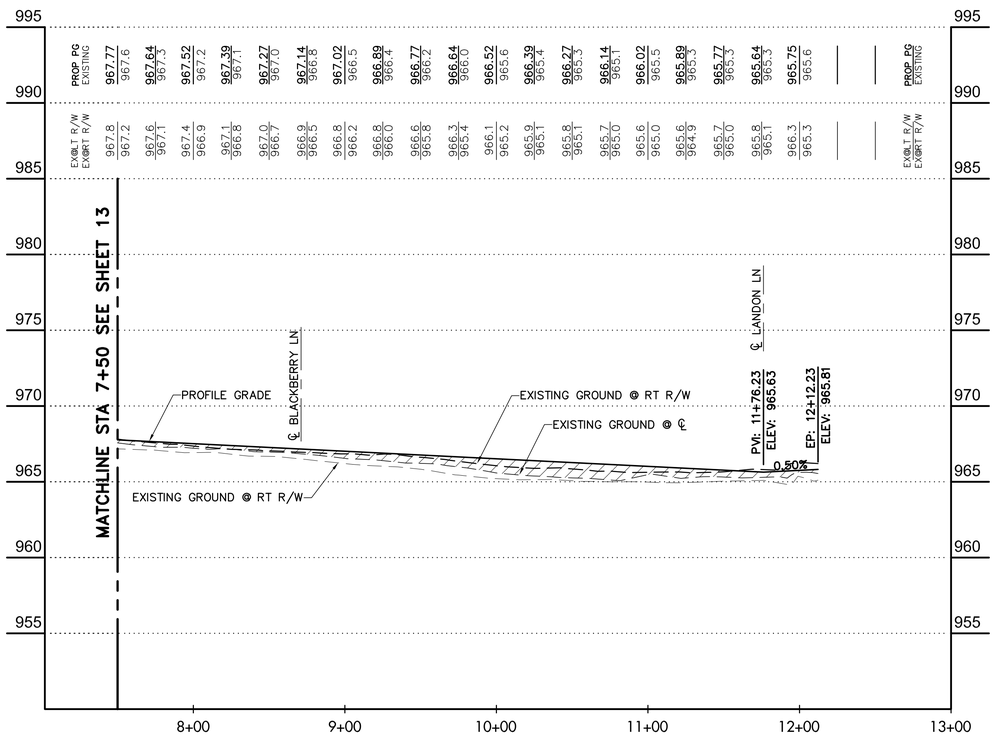

LEGEND

EXISTING:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- WATERLINE
- STORM SEWER
- SANITARY SEWER

PROPOSED:

- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- UTILITY EASEMENT
- BUILDING SETBACK LINE
- WATERLINE
- WATER VALVE
- REDUCER
- FIRE HYDRANT
- WATER SERVICE
- STORM SEWER
- STORM SEWER MANHOLE
- STORM SEWER CATCH BASIN
- STORM SEWER CURB INLET
- SANITARY SEWER
- SANITARY MANHOLE
- SANITARY SERVICE
- ELECTRIC
- ELECTRIC TRANSFORMER BOX
- ODOT 203 FILL
- ** COMPACTED GRANULAR BACKFILL
- DEDICATED OPEN SPACE
- OPEN SPACE RESERVE
- SIDEWALK TO BE INSTALLED BY DEVELOPER. ALL OTHER AREAS TO BE INSTALLED BY HOME OWNER

GRAPHIC SCALE

50 25 0 50

(IN FEET)

1 inch = 50 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STREET PLAN & PROFILE
MEADOW BROOK DRIVE

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

SHEET NO.: 14/18

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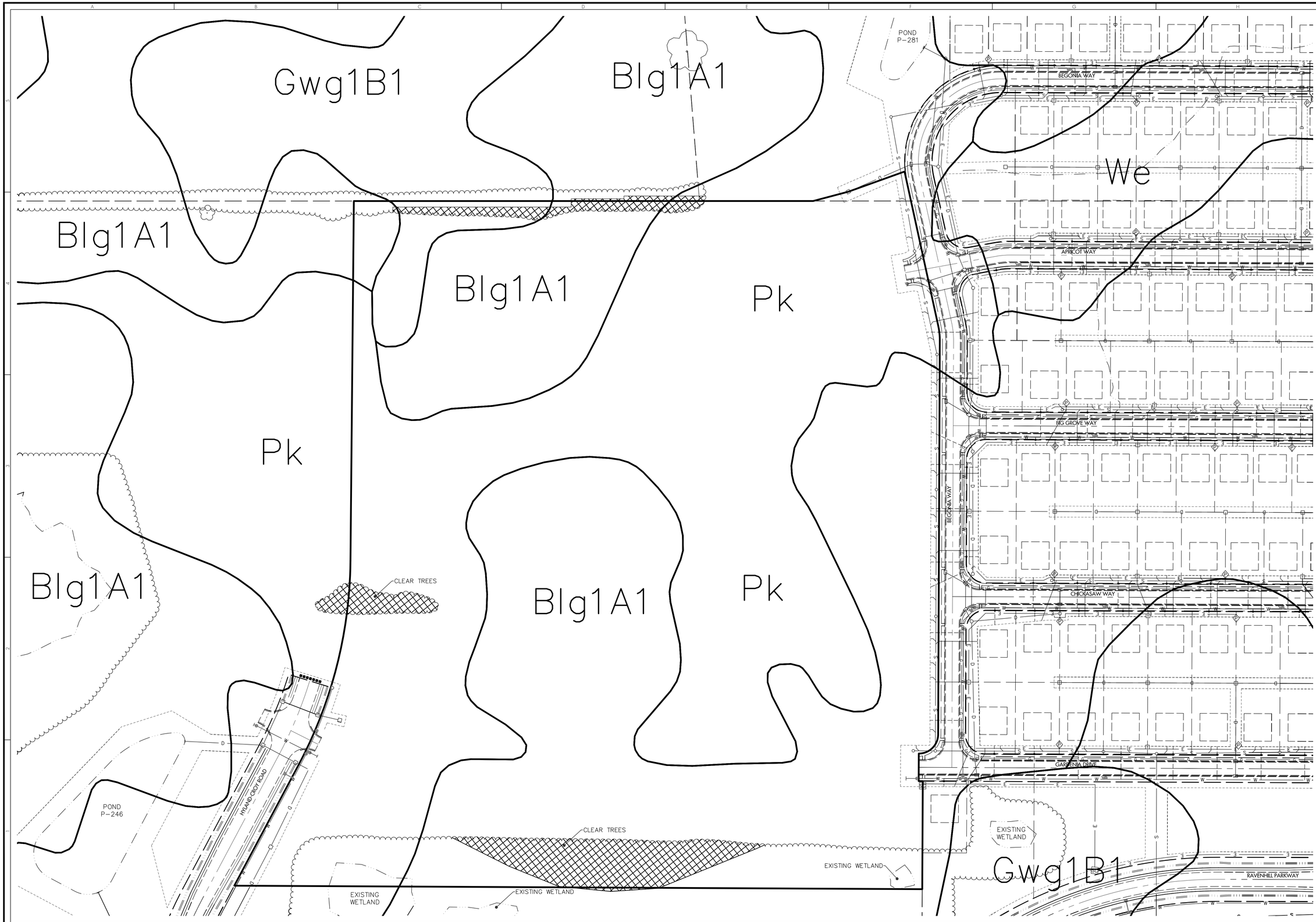

N

GRAPHIC SCALE

80 40 0 80

(IN FEET)
1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
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JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

EXISTING CONDITIONS

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

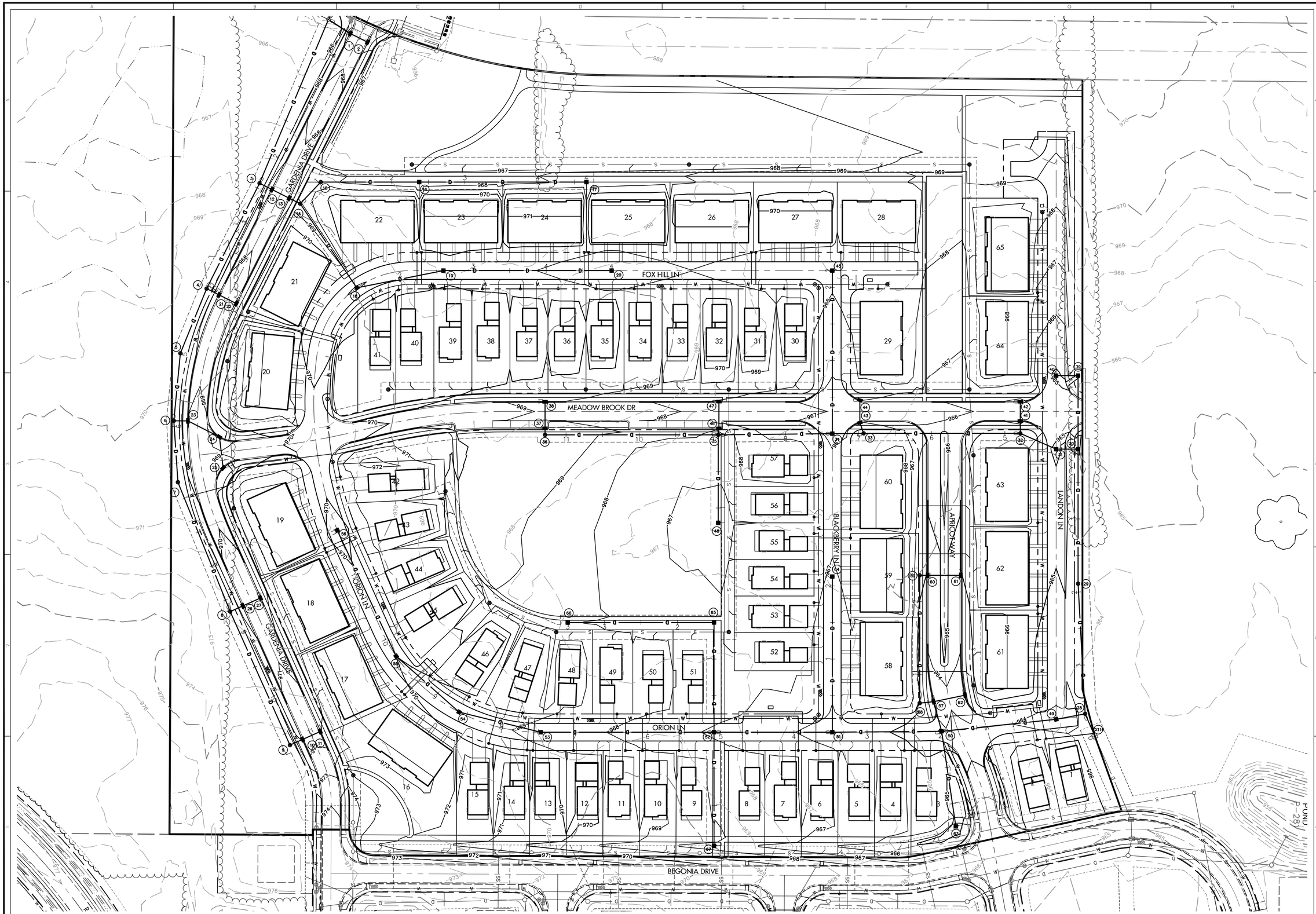
PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 15/18

T:\16\16015\DWG\04Engineering\16015EXCOND.dwg by dhine on 09/20/2017 @ 10:46:21 am – © Terrain Evolution, Inc.



GRAPHIC SCALE

80 40 0 80

(IN FEET)
1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

TerrainEvolution
Your bridge between Vision and Success
720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

COMPOSITE PRELIMINARY GRADING PLAN

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

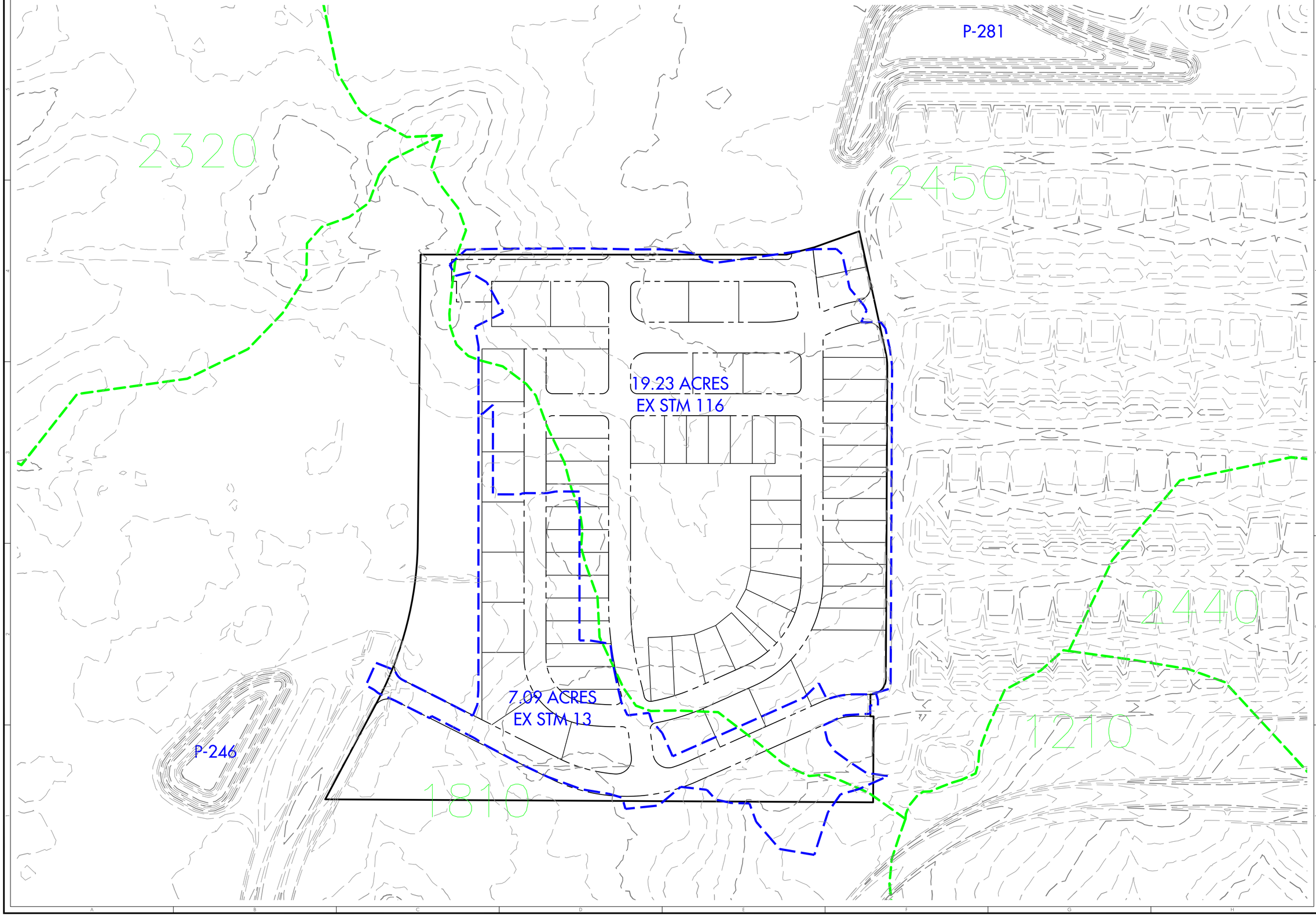
PROJECT NO.: 16015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 16/18

T:\16\16015\DWG\04Engineering\16015-GRADE.dwg by ahine on 09/20/2017 @ 10:46:48 am - © Terrain Evolution, Inc.



GRAPHIC SCALE

100 50 0 100

(IN FEET)
1 inch = 100 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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720 East Broad Street | Suite 203 | Columbus, OH 43215
P: 614.385.1090 | F: 614.385.1085 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

STORMWATER MANAGEMENT PLAN

DRAWING SET STATUS:

- ■ PRELIMINARY ENGINEERING SET
- ☐ AGENCY REVIEW SET
- ☐ CONSTRUCTION DOCUMENT SET
- ☐ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 100'
VERTICAL: N/A

SHEET NO.: 17/18

I:\16\16015\DWG\04Engineering\16015-BPSWM.dwg by:dhlane on 09/20/2017 @ 10:47:02 am – © Terrain Evolution, Inc.

LEGEND

- BD — BEAVER DAM INLET PROTECTION
- DB — DANDY BAG INLET PROTECTION
- SBB — STRAW BALE BARRIER
- SF — SILT FENCING
- OSF — 36" ORANGE SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- SBIF — STRAW BALE DROP INLET FILTER OR ALTERNATIVE
- JURISDICTIONAL STREAM BUFFER (NO DISTURBANCE ALLOWED)
- TEMPORARY SEDIMENT BASIN CONTROL STRUCTURE
- 100-YR PONDING LIMITS
- CW — CONCRETE WASH PIT
- WETLANDS

NOTE:
ALL EROSION AND SEDIMENT CONTOL PRACTICES ARE SUBJECT TO FILED MODIFICATION AT THE DISCRETION OF COUNTY AND/OR THE OHIO EPA

LANDON LN
APRICOT WAY
BLACKBERRY LN
FOX HILL LN
MEADOW BROOK DR
ORION LN
BEGONIA DRIVE
GARDENIA DRIVE
HYLAND CROFT ROAD
POND P-246
EXISTING WETLAND
EXISTING WETLAND
EXISTING WETLAND

GRAPHIC SCALE
80 40 0 80
(IN FEET)
1 inch = 80 ft.

CHANGE ORDER SCHEDULE

#	DESCRIPTION OF CHANGE	BY	DATE

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720 East Broad Street | Suite 203 | Columbus, OH 43215
P. 614.385.1090 | **F.** 614.385.1085 | **E.** info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO

JEROME VILLAGE

VILLAGE NEIGHBORHOOD
SECTION 3

EROSION & SEDIMENT CONTROL PLAN

DRAWING SET STATUS:
- ■ PRELIMINARY ENGINEERING SET
- □ AGENCY REVIEW SET
- □ CONSTRUCTION DOCUMENT SET
- □ AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
DGR	DGR	JPW

PROJECT NO.: 16-015

DATE: SEPTEMBER, 2017

SCALE:
HORIZONTAL: 1" = 80'
VERTICAL: N/A

SHEET NO.: 18/18

T:\16\16015\CAD\Sheets\Engineering\16015ESC.dwg LayOut: Home on 10/20/2017 at 10:07:23 am - ID: Brad Eccleston, PE

TerrainEvolution
terrainevolution.com

720 East Broad Street
Suite 203
Columbus, OH 43215

P: 614.385.1090
info@terrainevolution.com

September 21, 2017

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

RE: Village Neighborhood Section 3 (VN-3) Preliminary Plats

Mr. Bodenmiller,

Terrain Evolution, as the agent for Jerome Village Company, acknowledges the existence of Pewamo soils within the development area of VN-3. The soil types are commonly found within areas with poor drainage and/or in drainage courses. In this case, the soils are in a farm field which has been tiled to allow the field to drain adequately for farming operations. The development will install storm sewer drainage system to provide adequate drainage to the area developed.

Section 416 of the Union County Subdivision Regulations designates areas with the said soil types as requiring improvements to render the area acceptable for the intended use. The subdivider is aware and acknowledges this requirement. The intended use is for single family and multifamily residential. Providing adequate drainage system to the area shall remedy any poorly drained areas, thus rendering the area acceptable for the use. A storm sewer system is being designed to convey all surface runoff to stormwater management basins. Any and all subsurface tiles encountered during the construction of the development shall be connected to said storm sewer as to promote an adequate drainage system.

Please feel free to contact me if you have any questions a (614) 385-1092.

Sincerely,

Justin Wollenberg, PE, CPESC
Project Manager

County Engineer
Environmental Engineer
Building Department
233 W. Sixth Street
Marysville, Ohio 43040
P 937. 645. 3018
F 937. 645. 3161
www.co.union.oh.us/engineer

Marysville Operations Facility
16400 County Home Road
Marysville, Ohio 43040
P 937. 645. 3017
F 937. 645. 3111

Richwood Outpost
190 Beatty Avenue
Richwood, Ohio 43344

***Public Service** with integrity*

October 8, 2017

Bradley Bodenmiller
LUC Regional Planning Commission
Box 219
East Liberty, Ohio 43319

Re: Jerome Village – Village Neighborhood Section 3
Preliminary Plat Review

Brad,

We have completed our review for the above preliminary plat, received by our office on September 25, 2017. We recommend it be approved with modifications. Items listed below should be addressed in the final construction drawings. Please note that all comments regarding Master Deed Declarations and Restrictions were commented on in previous Jerome Village Pod submittals. The Master Deed Declaration and Restrictions will be required to match these previously approved pods' language unless otherwise requested.

1. The status of the requested variances is not yet resolved. These variances will be brought before the Commissioners prior to the Zoning and Subdivision Committee/Executive Committee meeting for approval. I will keep you updated on their status as we move toward Thursday's meetings.
2. Provide clear delineation of private versus public roadways/alleys.
3. Intersection site distance exhibits will be required for all intersections in the construction documents.
4. All stormwater infrastructure and drainage easements will be reviewed in more detail during the final construction drawing review process.
5. Detail all flood routing swales, including 100 year water surface elevation, ensuring at least 1' of freeboard between the 100 year water surface and the limits of the drainage easement.
6. Show water and storm profiles.
7. A Ditch Maintenance petition will be required to be executed by the Developer and County prior to approval of the final plat.
8. Provide detailed construction drawings to private utility providers.

In accordance with the Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions or concerns, feel free to contact me at (937) 645-3165.

Bill Narducci

Bill Narducci, P.E.
Assistant County Engineer
Union County Engineer

Jerome Township
Union County, Ohio

9777 Industrial Parkway
Plain City, Ohio 43064
Office (614) 873-4480
Fax (614) 873-8664

October 3, 2017

Bradley J. Bodenmiller
LUC Regional Planning Commission
9676 E. Foundry
East Liberty, Ohio 43319

RE: Jerome Village, Village Neighborhood, Section 3 (VN-3) – Preliminary Plat

Dear Brad,

I have reviewed the Preliminary Plat for Jerome Village, Village Neighborhood, Section 3 (VN-3) as forwarded by LUC on September 25, 2017. Based on that review the plan, layout, and lots as shown appear to meet the requirements of the zoning as approved by the township.

As a reminder, the applicant will still need to proceed with Final Development Plan approval from Jerome Township. The applicant has reviewed this phase of the overall project with the Township's Zoning Commission and has received approval for the number of entitlements in this subarea. This is based on their latest modification to the zoning text (MOD-5) submitted on March 27, 2017 with final amendments on June 16, 2017.

Since a fair amount of engineering is required to ensure that the Final Development Plan will not change substantially, I can see no reason from the township's perspective why the application for Preliminary Plat should not move forward into the final engineering stages. It is our recommendation though that the applicant secure approval of the Final Development Plan from the township prior to submitting for Final Plat once it is clear that the engineering works.

As always, my review is limited to the zoning related items only and the township defers to the expertise of the Union County Engineers office in regards to all traffic and engineering related items.

Respectfully,

Mark Spagnuolo
Jerome Township Zoning Officer

Engineering, Planning and Zoning
City Hall, 209 South Main Street
Marysville, Ohio 43040-1641
(937) 645-7350
FAX (937) 645-7351
www.marysvilleohio.org

Ocotber 4, 2017

Bradley J. Bodenmiller
LUC Regional Planning Commission
9676 East Foundry
East Liberty, OH 43319

Subject: **Village Neighborhood, Section 3**
Preliminary Plat Comments

The City of Marysville has reviewed the Preliminary Plat for the Village Neighborhood, Section 3 development and recommends approving the Preliminary Plat upon addressing the following comments as part of the final engineering process:

General:

1. Due to the mixture of Private and Public roadways within the development, the City of Marysville requests all waterlines be private (and master metered) except for the waterline along Gardenia Drive.

Please contact us if you need additional clarification or wish to discuss these comments further.

Sincerely,

Kyle Hoyng

Kyle Hoyng, P.E.
Utility Engineer

cc. Jeremy Hoyt, P.E. (City of Marysville)
Mike Andrako, P.E. (City of Marysville),
Scott Sheppeard (City of Marysville)
Rich Felton (City of Marysville)

Staff Report – Dover Township Zoning Amendment

Jurisdiction:	Dover Township Zoning Commission c/o Tom Morgan (937) 243-9671
Request:	Review of Dover Township Zoning Resolution text amendment, initiated by the Zoning Commission. The amendment adds/amends: 1. Section 410 Schedule of District Regulations (R-1 Low Density Residential District). 2. Article XII Definitions (RE: Medical Marijuana, PUD, and Subdivision) 3. Section 567 Medical Marijuana Entities
Location:	Dover Township is in Union County.

Staff Analysis:	This analysis breaks-down the proposal and provides a recommendation. **1. Section 410 Schedule of District Regulations (R-1 Low Density Residential District)** ○ The proposed text requires any major subdivision of 6 or more residential lots within the R-1 District to dedicate a minimum of 10% of the gross acreage of the property to permanent open space. (The Township was under the impression this open space was already part of its R-1 Regulations.) ○ Staff recommends the Township consider developing additional definitions for terms like detention ponds, retention ponds, and bio-swales. ○ The purpose statement reads, "This regulation is intended to provide park and recreation facilities for the community, provide passive and active recreation opportunities, to preserve open space and sensitive natural areas, and to control the density of population." Staff recommends the Township continue its discussion of this statement and consider if the purpose statement makes sense for the Township. **2. Article XII Definitions (RE: Medical Marijuana, PUD, and Subdivision)**

	○ The proposed medical marijuana related definitions are from the LUC Model Text. ○ The planned unit development definition generally follows the explanation in the Township's PUD chapter. ○ The plat and subdivision definitions follow the language in the ORC. **3. Section 567 Medical Marijuana Entities** ○ The Zoning Commission is considering prohibiting medical marijuana entities in the Township and the proposed text is adapted from the LUC Model Text. **Prosecutor's Office** A copy of this proposal was forwarded to the Union County Prosecutor's Office for consideration and comment. Before LUC takes official action on the proposal, the comments from that Office should be reviewed and included in any recommendation.

Staff Recommendations:	Staff recommends ***APPROVAL WITH MODIFICATIONS***. Those modifications include: 1. Developing additional definitions for terms like detention ponds, retention ponds, and bio-swales. 2. Staff recommends the Township continue its discussion of the open space requirement's purpose statement. The Township should consider the opinion of the Union County Prosecutor's Office when it is available.

Z&S Committee Recommendations:	

Date of Request.
September 27, 2017

Logan-Union-Champaign Regional Planning Commission
c/o Brad Bodenmiller
PO Box 219
East Liberty, OH 43319
bradbodenmiller@lucplanning.com

RE: Zoning Text Amendment Application
Medical Marijuana & Required Open Space in R-1 Residential Subdivision Plats

Dear LUC Regional Planning Commission Committee Members:

The Dover Township Zoning Commission met at 7:00 PM on September 27 2017. During the meeting, amendments to the Zoning Resolution were initiated by motion of the Zoning Commission. The amendments propose alterations to the text of the Zoning Resolution.

Description of Zoning Parcel Amendment.
The proposal amends Section 410 Schedule of District Regulations Adopted, Official Schedule of District Regulations, Township of Dover, Union County, Ohio, Zoning District (R-1 Low Density Residential District). The new section requires all new residential subdivision plats having six or more lots to dedicate a minimum of 10% of the gross acreage of the property to permanent open space.

The proposal amends Article XII Definitions. The amendment adds the following new definitions: Medical Marijuana Related Definitions, Planned Unit Development, Plat, and Subdivision.

The proposal creates Section 567 General Conditions for Medical Marijuana Entities. The new section prohibits medical marijuana land uses.

Public Hearing.
The Dover Township Zoning Commission of Union County, Ohio, will hold a public hearing concerning the proposed amendments at 7:00 PM on Tues *(day)*, October *(mo)* 24th *(date)*, 2017, in the Dover Township Hall ~~at~~ _____, Marysville, OH 43040.

Point of Contact.
Please consider me Dover Township's point of contact for this matter. My contact information is below:

Tom MORGAN
PHONE: 937-243-9671
EMAIL: themorgans@myfam.com

Sincerely,
Tom Morgan
Tom Morgan

Attachments.
1. Proposed Sections of Dover Township Zoning Resolution

Logan-Union-Champaign
regional planning commission

Zoning Text Amendment Checklist

Date: 09-27-2017 Township: Dover

Amendment Title: Definitions, Open Space Requirement, Medical Marijuana

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	☑	☐
Date of Request (stated in cover letter)	☑	☐
Description of Zoning Text Amendment Change (s)	☑	☐
Date of Public Hearing (stated in cover letter)	☑	☐
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	☑	☐
Attachment of Zoning Text Amendment with changes highlighted or bolded	☑	☐
Copy of current zoning regulation, or section to be modified for comparison	☑	☐
Non-LUC Member Fee, If applicable	☑	☐

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Proposal to amend SECTION 410 SCHEDULE OF DISTRICT REGULATIONS ADOPTED, OFFICIAL SCHEDULE OF DISTRICT REGULATIONS, TOWNSHIP OF DOVER, UNION COUNTY, OHIO, ZONING DISTRICT: (R-1 LOW DENSITY RESIDENTIAL DISTRICT). The proposed language below shall be inserted between requirements for PLANNED UNIT DEVELOPMENT and LOT, MINIMUM AREA 100% OF.

RESIDENTIAL SUBDIVISION PLATS:

The following standards shall apply to all new residential subdivision plats having six (6) or more lots within this zoning district. (The words "Plat" and "Subdivision" shall have the same meaning as defined in ORC 711.001.) This regulation is intended to provide park and recreation facilities for the community, provide passive and active recreation opportunities, to preserve open space and sensitive natural areas, and to control the density of population.

1. The developer of any platted residential subdivision within this zoning district shall dedicate a minimum of 10% of the gross acreage of the property to permanent open space to be used by the residents of the development.
    a. Manmade structures in which water is impounded by constructing a dam or embankment or by excavating a pit ponds are permitted within open space areas, but the area comprising these structures shall not be counted as part of the 10% permanent open space; this includes retention basins but does not include detention basins or bio-swales design for short-term storm water containment.
    b. Private yards, street right-of-ways, and open parking areas and driveways shall not be counted as part of the 10% permanent open space.

Proposal to amend ARTICLE XII DEFINITIONS. The proposed language below shall be inserted into the list of existing definition, alphabetically.

MEDICAL MARIJUANA RELATED DEFINITIONS:

1. Cultivate. Means to grow, harvest, package, and transport medical marijuana pursuant to ORC 3796.
2. Cultivator. Means an entity that has been issued a certificate of operation by the State of Ohio to grow, harvest, package, and transport medical marijuana as permitted under ORC 3796.
3. Dispensary. Means an entity licensed pursuant to ORC 3796 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.
4. Dispense. Means the delivery of medical marijuana to a patient or the patient's registered caregiver that is packaged in a suitable container appropriately labeled for subsequent administration to or use by a patient as permitted by Ohio law in accordance with Ohio law.
5. Manufacture. Means the process of converting harvested plant material into marijuana extract by physical or chemical means for use as an ingredient in a medical marijuana product.
6. Marihuana. Has the same meaning as defined in ORC 3719.01, as amended from time to time.
7. Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.
8. Medical Marijuana. Has the same meaning as defined in ORC 3796.01, as amended from time to time.
9. Medical Marijuana Entity. Means a medical marijuana cultivator, processor, dispensary, or testing laboratory licensed by the State of Ohio.
10. Medical Marijuana Processor. Means an entity that has been issued a certificate of operation by the State of Ohio to manufacture medical marijuana products.
11. Testing Laboratory. Means an independent laboratory located in Ohio that has been issued a certificate of operation by the State of Ohio to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

PLANNED UNIT DEVELOPMENT: Planned unit development regulations shall apply to property only at the election of the property owner and shall include standards to be used by the township in determining whether

to approve or disapprove any proposed development within a planned unit development. The planned unit development shall further the purpose of promoting the general public welfare, encouraging the efficient use of land and resources, promoting greater efficiency in providing public and utility services, and encouraging innovation in the planning and building of all types of development. Within a planned unit development, the township zoning regulations, where applicable, may vary in order to accommodate unified development and to promote the public health, safety, morals, and other purposes as specified.

PLAT: Has the same meaning as ORC 711.001 as amended. "Plat" means a map of a tract or parcel of land.

SUBDIVISION: Has the same meaning as ORC 711.~~011~~001 as amended. "Subdivision means either of the following:

1. The division of any parcel of land shown as a unit or as contiguous units on the last preceding general tax list and duplicate of real and public utility property, into two or more parcels, sites, or lots, any one of which is less than five acres for the purpose, whether immediate or future, of transfer of ownership, provided, however, that the following are exempt:
    a. A division or partition of land into parcels of more than five acres not involving any new streets or easements of access;
    b. The sale or exchange of parcels between adjoining lot owners, where that sale or exchange does not create additional building sites;
    c. If the planning authority adopts a rule in accordance with section 711.133 of the Revised Code that exempts from division (B)(1) of this section any parcel of land that is four acres or more, parcels in the size range delineated in that rule.
2. The improvement of one or more parcels of land for residential, commercial, or industrial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of any public or private street or streets, except private streets serving industrial structures, or involving the division or allocation of land as open spaces for common use by owners, occupants, or leaseholders or as easements for the extension and maintenance of public or private sewer, water, storm drainage, or other similar facilities.

Create:

Section 567 ~~General Conditions for~~ Medical Marijuana Entities.

ORC 519.21 and ORC 3796 allow regulation of the location of medical marijuana cultivators, processors, or dispensaries within the unincorporated area of the township. In the interest of protecting the public health, safety, and general welfare, this section ~~establishes zoning regulations that provide for State-authorized~~ **prohibits** medical marijuana land uses consistent with ORC 519 and ORC 3796.

1. Not an Agricultural Use. Medical marijuana is not considered an "agricultural" use pursuant to ORC 519.21 (D).
2. Zoning Districts. **Medical marijuana cultivators, processors, and dispensaries are prohibited within the unincorporated area of the township. No medical marijuana cultivator, processor, or dispensary shall be located in any zoning district. No medical marijuana cultivator, processor, or dispensary shall be permitted as a home occupation. No medical marijuana cultivator, processor, or dispensary shall be located within a mobile building.** ~~No medical marijuana cultivator, processor, or dispensary shall be located in a zoning district where it is not explicitly listed as a permitted or conditionally permitted use. Furthermore, no cultivator, processor, or dispensary shall be permitted as a home occupation.~~
3. ~~Mobile Building Prohibited. No medical marijuana cultivator, processor, or dispensary shall be located within a mobile building.~~

(Note: Bold/Strikethrough shows change from LUC model text.)

Staff Report – City of Urbana Zoning Amendment

Jurisdiction:	**City of Urbana** c/o Adam Moore 205 South Main Street Urbana, OH 43078 (937) 652-4322
Applicant:	**Stephen & Lee Henderson** 6911 US Route 36 West Saint Paris, OH 43072 (937) 663-0626
Request:	The Zoning Commission received a rezoning request. The parcel involved is 0.29 acres. The parcel is zoned R-2 Medium Density Residential District. The request is to rezone the parcel so it is zoned entirely B-2 General Business District. Parcel: • K48-25-00-01-15-018-00 Total acres: • 0.29 acre parcel Existing Use: • Historically residential • Former structure demolished after catching fire Proposed Use: • No development proposed • Applicant stated request is to make the property more marketable
Location:	Urbana is in Champaign County. The parcel involved sits at the southeast corner of Miami Street (US Hwy 36) and North Oakland Street (State Route 29).

Staff Analysis:	There are two ways to look at this request. One approach is to consider rezoning a single, 80' corner lot. Another is a comprehensive approach that considers the neighborhood at large and how the area should redevelop long-term. **1975 Visual Impact & Neighborhood Plan** This plan identifies Miami Street and North Oakland Street as important roads in the City. The plan identifies several

	land use conflicts in this area from "the time the city is entered [from the west] to about Glenn Street where the transition is to largely industrial uses" (pp. 7). It also mentions declining residential structures, and the at grade and above ground railroad tracks. Plate 2 (pp. 10) characterizes the properties fronting Miami Street west of Glenn Avenue as the west residential neighborhood and recognizes the neighborhoods adjacent to and between the railroad tracks as having unclear boundaries and a less defined sense of place (pp. 9). Land use changes based on this plan would likely have targeted areas identified as having unclear boundaries. **1993 Urbana/Champaign County Comprehensive Plan Update** Major goals this plan are preservation farmland and natural resources. The plan recommends confining development to areas with utilities, such as the City (pp. 16). Residential growth is recommended on the east half of the City, but also preservation of existing residential neighborhoods is encouraged to prevent inefficient use of public services (pp. 19). Similar recommendations can be found in the 2004 Champaign County Comprehensive Plan. This seems to imply an additional study might be warranted for at least the west half of the City. **2005 Corridor Overlay** This plan establishes regulations and standards for commercial properties—site design, buildings, parking, and signs. Generally, Miami Street, and this property, are in Subarea A, which is a smaller-scale, suburban style site design (pp. 17). An important goal of these standards is development that is pedestrian-friendly; development that mimics the visual impacts of entryways to the City, like South Main Street and Scioto Street. Especially in a residential neighborhoods like those found near this parcel, this plan would recommend commercial property site design that encourage pedestrian traffic from the neighborhood. This rezoning application involves a narrow (+/- 80 feet), corner lot; developing a narrow parcel to the Corridor Overlay's standards may be difficult or result in a very narrow building. For example, fitting a building with a potential drive-thru on this site, like the one on the east end of this block, is a challenge.

	This request would potentially remove the property from the Corridor Overlay because the request is only to rezone the property to B-2. **Vicinity Uses** Residential, commercial, and industrial uses are all within the immediate vicinity of this property. There is a warehouse and the Champaign County Engineer's facility behind the site. Across the street is a restaurant, used car lot, and drive-thru/pizza shop. On the opposite side of the block (east end) is a former drive-thru restaurant. Two relatively large manufacturing employers are nearby, as well as smaller manufacturing operations. There are also several railroads, a bike path, and residential neighborhoods that surround this site, and a large manufacturing property with redevelopment potential.

Staff Recommendations:	Staff recommends ***DENIAL*** of the proposed zoning amendment. Staff is not opposed to rezoning properties in this neighborhood, but recommends a more comprehensive approach that considers the neighborhood at large rather than a single parcel.

Z&S Committee Recommendations:	

♦ 205 S. Main St. ♦ Urbana, OH 43078 ♦ www.urbanaohio.com ♦ 937.652.4322 ♦

THE CITY OF URBANA
Zoning Department

September 29, 2017

Logan-Union-Champaign (LUC) Regional Planning Commission
Brad Bodenmiller
PO Box 219
East Liberty, OH 43319

RE: Zoning Map Amendment Request
Parcel: #K48-25-00-01-15-018-00
109 South Oakland St., Urbana, OH 43078
12,800 square feet – 0.29 acres

Dear LUC Regional Planning Commission Committee Members:

The City of Urbana received an application for a zoning map amendment on August 17, 2017 *(see attached).*

Description:
Subject parcel is currently zoned R-2 Medium Density Residential District. The proposal requests that subject parcel be rezoned to B-2 General Business District.

The subject property has historically been used for residential. However, the structure located at the property was demolished within the past 15 years after catching on fire. Since that time, the lot has remained vacant.

There is no development proposed. The applicant stated that he requested the zoning map amendment to make the property more marketable.

Additionally, the applicant has requested that the Urbana Planning Commission consider rezoning the properties on the south side of Miami Street from South Oakland Street to Rohrer Street from R-2 Medium Density Residential District to B-2 General Business District.

Public Hearing:
The City of Urbana Planning Commission held a public hearing on Monday, September 25, 2017 at 6:00 pm. At this meeting, the Planning Commission chose to table the application and has

requested that the LUC Regional Planning Commission review and provide a recommendation for this zoning map amendment request.

The City of Urbana Planning Commission will hold another public hearing concerning the proposed amendment on Monday, October 23, 2017 at 6:00 pm.

Point of Contact:
Please consider me the City of Urbana's point of contact for this matter. Please find my contact information listed below:

Adam Moore
205 South Main St.
Urbana, OH 43078
(937) 652-4322
adam.moore@ci.urbana.oh.us

Applicant Information:
Please find the applicant's contact information listed below:

Stephen & Lee Henderson
6911 US Route 36 West
Saint Paris, OH 43072
(937) 663-0626

Please let me know if there is anything else necessary for your review of this zoning map amendment.

Sincerely,

Adam Moore
Zoning Officer | City of Urbana
205 S. Main St. | Urbana, OH 43078
P: (937) 652-4322 | F: (937) 652-5145
E: adam.moore@ci.urbana.oh.us

Attachments:

- Zoning Map Amendment Application
- Maps (4) – Site, Plat, 1971 Zoning, 1998 Zoning,
- Ordinances (3) – Chapter 1121 (R-2), Chapter 1124 (B-2), Chapter 1102.01 (Definitions)

Sent Via Email

- Brad Bodenmiller <bradbodenmiller@lucplanning.com>

Logan-Union-Champaign
regional planning commission

Zoning Parcel Amendment Checklist

Date: 09-29-2017 Township: City of Urbana

Amendment Title: Henderson Rezoning - 109 S. Oakland St.

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	☑	☐
Date of Request (stated in cover letter)	☑	☐
Description of Zoning Parcel Amendment Change(s)	☑	☐
Date of Public Hearing (stated in cover letter)	☑	☐
Township point of contact and contact information for zoning amendment (stated in cover letter)	☑	☐
Parcel Number(s)	☑	☐
Copy of Completed Zoning Amendment Application	☑	☐
Applicant's Name and contact information	☑	☐
Current Zoning	☑	☐
Proposed Zoning	☑	☐
Current Land Use	☑	☐
Proposed Land Use	☑	☐
Acreage	☑	☐
Copy of Zoning Text associated with proposed district(s)	☑	☐
Contiguous and adjoining Parcel Information, including Zoning District(s)	☑	☐
Any other supporting documentation submitted by applicant	☑	☐
Non-LUC Member Fee, If applicable	☐	☐

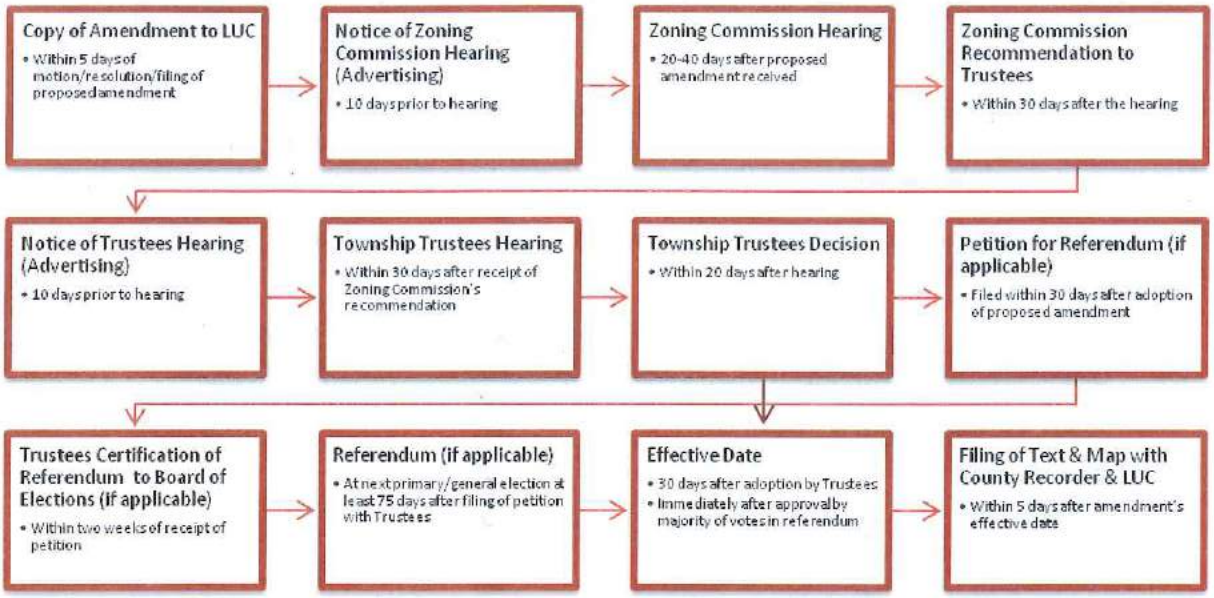
Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

9676 E. Foundry St, PO Box 219
East Liberty, Ohio 43319
• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Logan-Union-Champaign
regional planning commission

Township Zoning Amendment Process (ORC 519.12)



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East Liberty, Ohio 43319
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• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

17 August 2017

Stephen and Lee Henderson
6911 US Route 36 West
Saint Paris, Ohio 43072

Urbana Zoning Commission
Urbana Municipal Building
205 South Main Street
Urbana, Ohio 43078

Dear Sir:

We ask that the Zoning Commission re-zone the property at the southeast corner of Miami Street and South Oakland Street (109 South Oakland Street) from R2 to B2. You might, also, consider rezoning the property on the south side of Miami Street from South Oakland Street to Rohrer Street from R2 to B2. Presently this neighborhood is a mix of B2, R2, and M1 zoning. Among the businesses in the neighborhood are 2 restaurants, carryout/grocery, used car lot, warehouse, county engineer and highway buildings, state highway garage, chiropractor, grain elevator, offices, shirt imaging business.

This location is at a busy intersection of US Highway 36 (Miami Street) and State Route 29 (Oakland Street) with a traffic light increasing its visibility. The frontage on 2 roads gives this property convenient accessibility.

See attached Zoning Map and Street Map. On the Street Map are identified neighborhood businesses that lends business compatibility to this property.

Thank you for your consideration.

Sincerely yours,

Stephen Henderson

Stephen and Lee Henderson
Property owners

Print | Back

Champaign County GIS

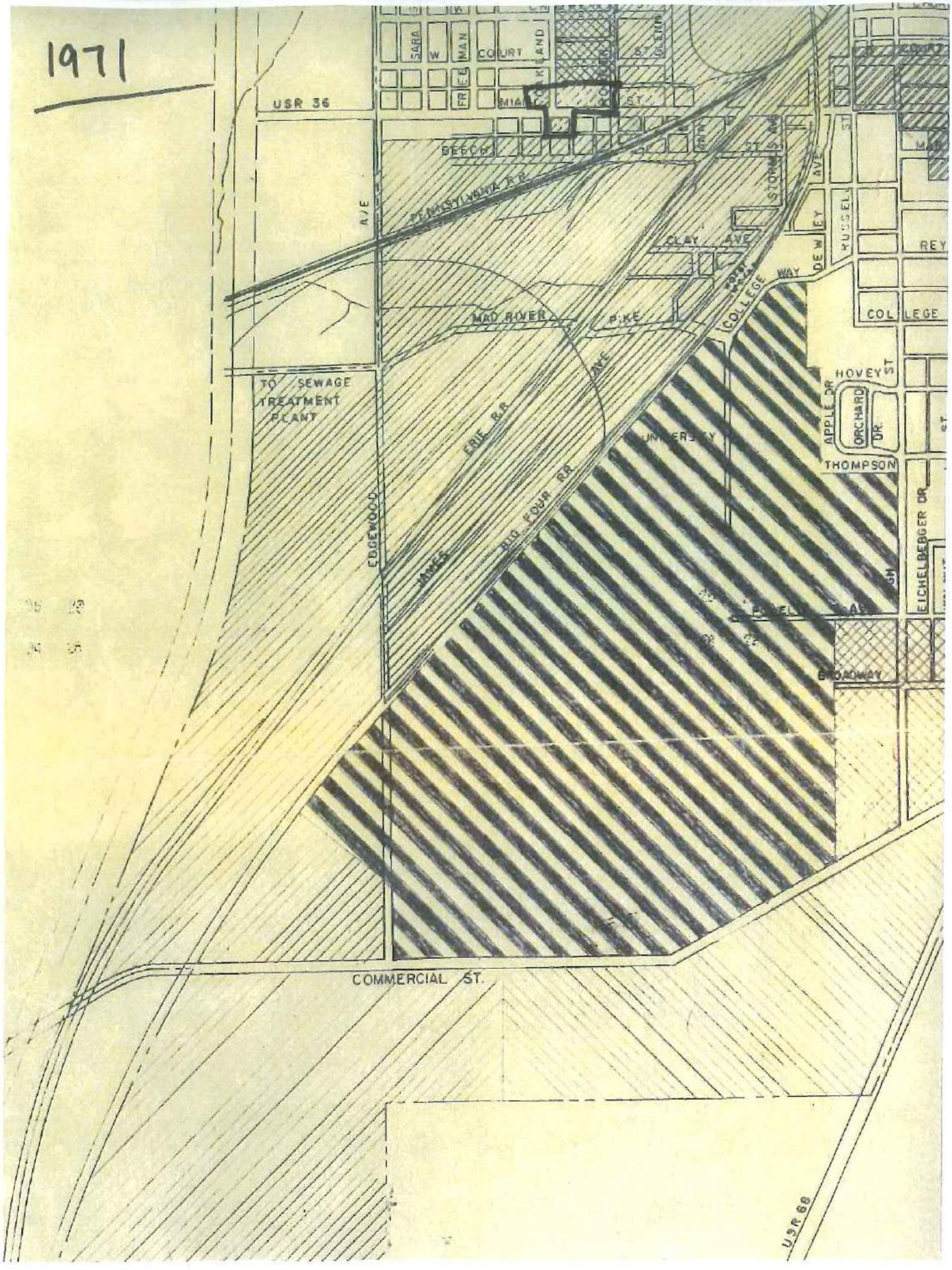


Notes

Mosgrove, Wiley, Winslow and Young's subdivision of land conveyed and by them subdivided and platted as an addition to the Town of Ur



1971



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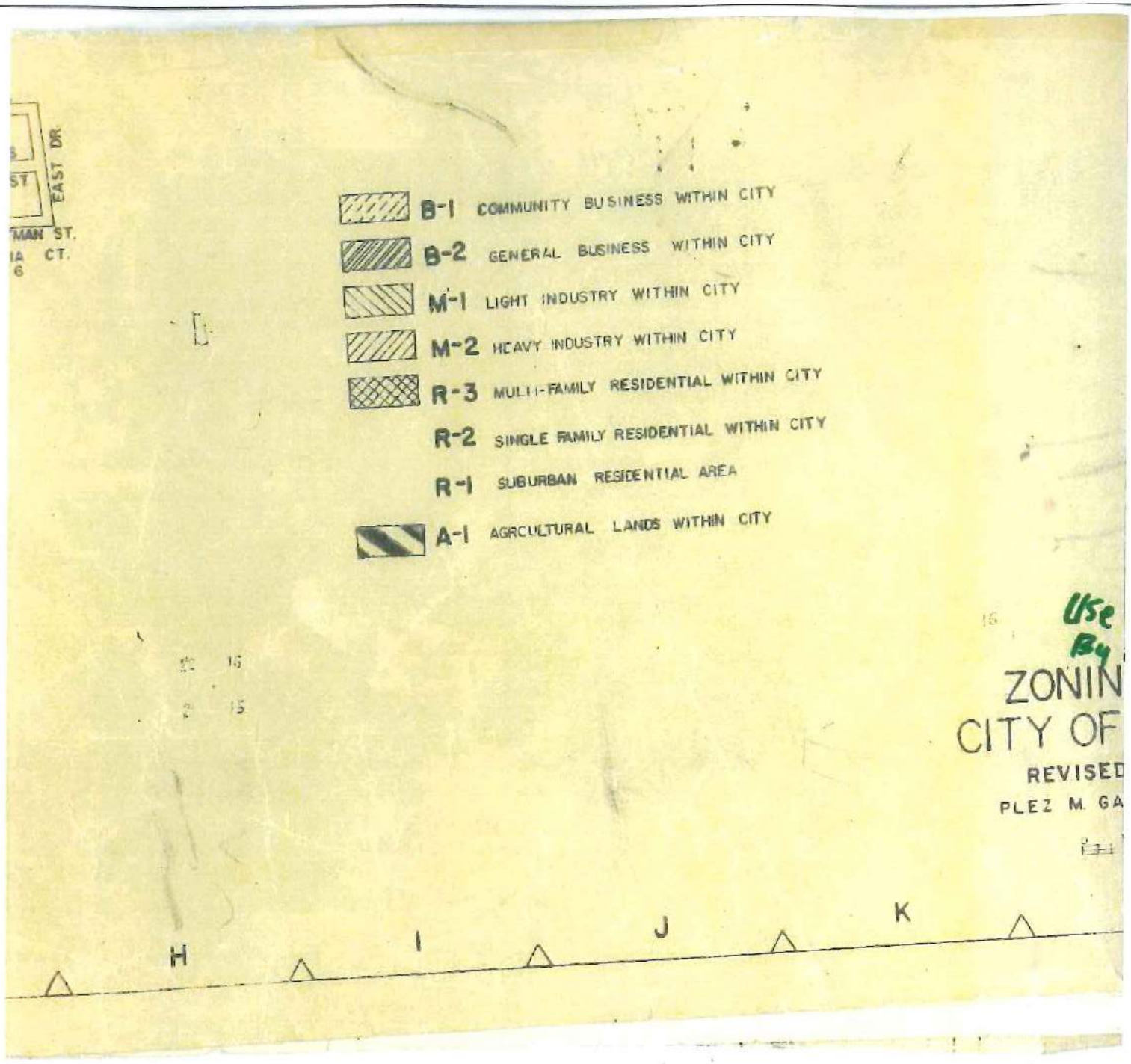
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B-2 GENERAL BUSINESS WITHIN CITY
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M-2 HEAVY INDUSTRY WITHIN CITY
R-3 MULTI-FAMILY RESIDENTIAL WITHIN CITY
R-2 SINGLE FAMILY RESIDENTIAL WITHIN CITY
R-1 SUBURBAN RESIDENTIAL AREA
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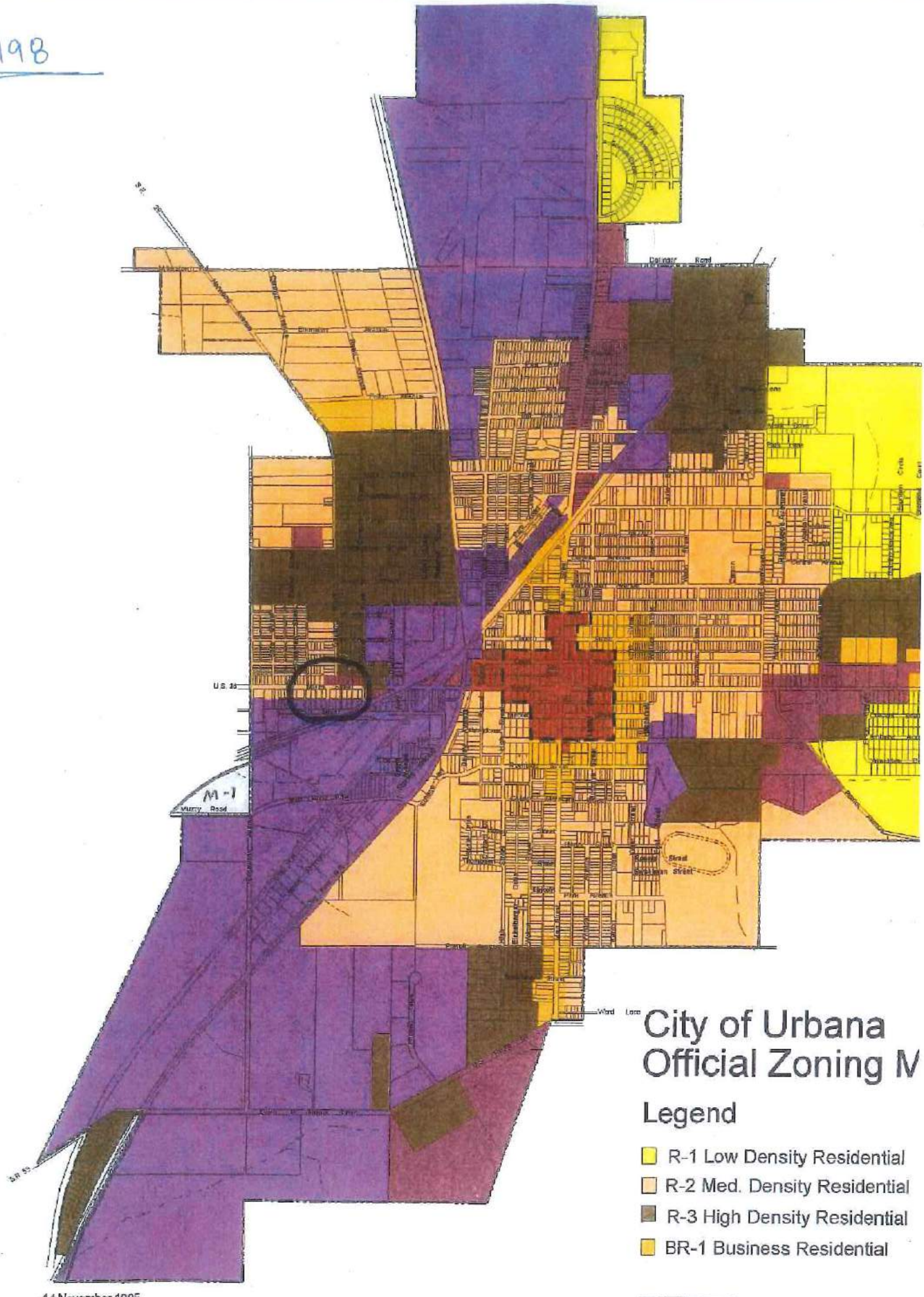

City of Urbana Official Zoning M

Legend

- R-1 Low Density Residential
- R-2 Med. Density Residential
- R-3 High Density Residential
- BR-1 Business Residential

14 November 1995
Rev. 5 December 1996

CHAPTER 1121
R-2 Medium Density Residential District

1121.01 Purpose.
1121.02 Principally permitted uses.
1121.03 Permitted accessory uses.
1121.04 Conditionally permitted uses.
1121.05 Minimum lot area and width.
1121.06 Minimum front yard setback.
1121.07 Minimum side yard setback.
1121.08 Minimum rear yard setback.
1121.09 Maximum height regulations.
1121.10 Minimum floor area.
1121.11 Maximum lot occupation.
1121.12 Off-street parking and loading.
1121.13 Land use intensity.

CROSS REFERENCES

District established - see P. & Z. 1103.01
Conversions of dwellings - see P. & Z. 1129.02
Home occupations - see P. & Z. 1129.09
Permitted signs - see P. & Z. 1137.03(b)

1121.01 PURPOSE.

The purpose of the R-2 Medium Density Residential District is to permit the establishment of medium density single-family dwellings. This district is designed to permit multi-family dwellings as a conditional use and the conversion of large, older houses to multi-family units as a conditional use.

1121.02 PRINCIPALLY PERMITTED USES.

Principally permitted uses are as follows:

(a) Single family detached dwellings.

1121.03 PERMITTED ACCESSORY USES.

Accessory permitted uses are as follows:

(a) Garages
(b) Sheds
(c) Satellite Dishes: see Section 1129.11 for regulations
(d) Swimming Pools
(e) Gazebos
(f) Fences and Walls: see Section 1129.10 for regulations
(g) Compost Facilities
(h) Decks
(i) Carports
(j) Signs
(k) Solar Panels
(l) Off Street Parking of Recreational Vehicles
(m) Uses which are similar or clearly incidental to the Principally Permitted Uses on the Lot.

1121.04 CONDITIONALLY PERMITTED USES.

Conditionally permitted uses are as follows:

(a) Non-commercial Recreation
(b) Home Occupations
(c) Bed and Breakfast Establishments
(d) Child Day Care Facility
(e) Public and Quasi-public Uses
(f) Educational Institutions
(g) Religious Places of Worship

(h) Agricultural
(i) Family Care Home

1121.05 MINIMUM LOT AREA AND WIDTH.

The minimum lot area for properties in the R-2 Medium Density Residential District shall not be less than 7,000 square feet with a width of not less than 60 feet.

1121.06 MINIMUM FRONT YARD SETBACK.

The minimum front yard setback for properties in the R-2 Medium Density Residential District shall not be less than 25 feet from the front lot line.

1121.07 MINIMUM SIDE YARD SETBACK.

The minimum side yard setback for properties in the R-2 Medium Density Residential District shall be as follows:

(a) Principal structures shall not be closer than 6 feet from the side lot line.
(b) Accessory structures shall not be closer than 5 feet from the side lot line.

(Ord. 4341. Passed 8-24-10.)

1121.08 MINIMUM REAR YARD SETBACK.

The minimum rear yard setback for properties in the R-2 Medium Density Residential District shall be as follows:

(a) Principal structures shall not be closer than 30 feet from the rear lot line.
(b) Accessory structures shall not be closer than 10 feet from the rear lot line.

(Ord. 4341. Passed 8-24-10.)

1121.09 MAXIMUM HEIGHT REGULATIONS.

The maximum height regulations for properties in the R-2 Medium Density Residential District shall be as follows:

(a) No principal structure shall exceed 35 feet in height.
(b) No accessory structure shall exceed 20 feet in height.

(Ord. 4341. Passed 8-24-10.)

1121.10 MINIMUM FLOOR AREA.

The minimum floor area for structures in the R-2 Medium Density Residential District shall not be less than 850 square feet.

1121.11 MAXIMUM LOT OCCUPATION.

The maximum percentage of any property in the R-2 Medium Density Residential District to be covered by principal and accessory buildings is 25 percent.

1121.12 OFF-STREET PARKING AND LOADING.

Off-street parking and loading shall be required as specified in Section **1133.01**, Off-Street Parking and Loading.

1121.13 LAND USE INTENSITY.

The number of dwelling units per acre shall not exceed 6.

CHAPTER 1124
B-2 General Business District

1124.01 Purpose.
1124.02 Principally permitted uses.
1124.03 Permitted accessory uses.
1124.04 Conditionally permitted uses.
1124.05 Minimum lot area and width.
1124.06 Minimum front yard setback.
1124.07 Minimum side yard setback.
1124.08 Minimum rear yard setback.
1124.09 Maximum height regulations.
1124.10 Minimum floor area.
1124.11 Maximum lot occupation.
1124.12 Off-street parking and loading.
1124.13 Land use intensity.

CROSS REFERENCES

District established - see P. & Z. 1103.01
Special provisions for commercial uses - see P. & Z. 1129.07
Signs permitted - see P. & Z. 1137.03(c)

1124.01 PURPOSE.

It is the purpose of the B-2 General Business District to provide for the needs for both convenience goods and the more common and often recurring shopping goods, personal and household services for a population larger than that served by the BR-1 Business Residential District.

1124.02 PRINCIPALLY PERMITTED USES.

Principally permitted uses are as follows:

(a) Commercial Recreation
(b) Retail Business
(c) Personal Services
(d) Offices
(e) Drinking and Eating Establishments
(f) Restaurants
(g) Automotive Filling Stations
(h) Hotel or Motel

1124.03 PERMITTED ACCESSORY USES.

Accessory permitted uses are as follows:

(a) Outside Storage Facilities
(b) Outdoor Storage Display
(c) Silos
(d) Radio Towers
(e) Communication Towers
(f) Signs
(g) Off-Street Parking and Loading
(h) Guard Houses
(i) Fences and Walls: see Section 1129.10 for regulations
(j) Refuse Facilities (Dumpsters): see Section 1129.05 for regulations
(k) Garages
(l) Uses which are similar or clearly incidental to the Principally Permitted Uses on the Lot.

1124.04 CONDITIONALLY PERMITTED USES.

Conditionally permitted uses are as follows:

(a) Shopping Centers
(b) Automotive Repair

(c) Bed and Breakfast Establishments
(d) Child Day Care Facility
(e) Clubs
(f) Public Service Facility
(g) Public and Quasi-Public Uses
(h) Educational Institutions
(i) Hospitals
(j) Food Processing
(k) Transport Terminals
(l) Printing and Publishing
(m) Personal Storage Facility
(n) Adult Entertainment Facility.

(Ord. 4059. Passed 5-26-98.)

1124.05 MINIMUM LOT AREA AND WIDTH.

The minimum lot area for properties in the B-2 General Business District shall not be less than 10,000 square feet with a width of not less than 60 feet.

1124.06 MINIMUM FRONT YARD SETBACK.

The minimum front yard setback for properties in the B-2 General Business District shall not be less than 40 feet from the front lot line.

1124.07 MINIMUM SIDE YARD SETBACK.

The minimum side yard setback for properties in the B-2 General Business District shall be as follows:

(a) Principal structures shall have no minimum setback from the side lot line.
(b) Accessory structures shall have no minimum setback from the side lot line.

1124.08 MINIMUM REAR YARD SETBACK.

The minimum rear yard setback for properties in the B-2 General Business District shall not be less than 30 feet from the rear line.

1124.09 MAXIMUM HEIGHT REGULATIONS.

The maximum height regulations for properties in the B-2 General Business District shall be as follows:

(a) Principal structures shall not exceed 40 feet in height.
(b) Accessory structures shall not exceed 20 feet in height.

1124.10 MINIMUM FLOOR AREA.

There shall be no minimum floor area for structures in the B-2 General Business District.

1124.11 MAXIMUM LOT OCCUPATION.

The maximum percentage of any property in the B-2 General Business District to be covered by principal and accessory buildings is 40 percent.

1124.12 OFF-STREET PARKING AND LOADING.

Off-street parking and loading shall be required as specified in Section 1133.01, Off-Street Parking and Loading.

1124.13 LAND USE INTENSITY.

The floor area ratio for properties in the B-2 General Business District shall not exceed .40.

1102.01 DEFINITIONS

For the purpose of Part Eleven, certain terms or words shall have the meanings as provided in this chapter. Where terms or words are not defined, they shall have their ordinary accepted meanings.

1. ***Adult Entertainment Facility.*** "Adult Entertainment Facility" means a facility having a significant portion of its function as adult entertainment which includes the following listed categories.

A. ***Adult Book/Video Store.*** An establishment which deals in books, magazines or other periodicals, or video tapes of which at least ten percent (10%) as measured by publicly accessible display area, is distinguished or characterized by an emphasis on depiction or descriptions relating to specified sexual activities or specified anatomical areas, as defined below, or an establishment having an area devoted primarily to the sale or display of such materials.

B. ***Adult Entertainment Theater.*** A facility used to a substantial extent for presenting material distinguished or characterized by an emphasis on matter depicting, describing or related to specified sexual activities, or specified anatomical areas as herein defined for the observation by patrons therein.

C. ***Adult Entertainment Business.*** Any establishment involved in the sale of services or products characterized by salacious conduct appealing to prurient interest for the observation or participation in by patrons, the exposure or presentation of specified anatomical areas or physical contact of live males or females, and characterized by including but not limited to photography, dancing, stripping, reading, massage, male or female impersonation, and similar functions which utilize activities as specified below:

(1) Specified Sexual Activities:

a. Human genitals in a state of sexual stimulation or arousal;

b. Acts, real or simulated, of human masturbation, sexual intercourse, sodomy, cunnilingus, or fellatio;

c. Fondling or other erotic touching of human genitals, pubic region, buttock or female breasts.

(2) Specified Anatomical Areas:

a. Less than completely and opaquely covered human genitals, pubic region, buttock, and female breasts below a point immediately above the top of the areola; and

b. Human male genitals in a discernibly turgid state even if completely and opaquely covered.

2. ***Agricultural.*** "Agricultural" means the use of land for agricultural purposes, including farming of crops, horticulture, floriculture, viticulture and the necessary accessory uses for parking, treating or storing the produce; however, the operation of such accessory uses shall be secondary to that of normal agricultural activities.

3. ***Airport.*** "Airport" means any runway, land area or other facility designed or used either publicly or privately by any person for the landing and taking-off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangers and other necessary buildings and open spaces.

4. ***Alley.*** See "Thoroughfare, Alley".

5. ***Alterations, Structural.*** "Alterations, Structural" means any change in the supporting members of a building such as bearing walls, columns, beams or girders.

6. ***Automotive Filling Station.*** "Automotive Filling Station" means any building, land or area used or intended to be used for the retail dispensing or sales of vehicular fuels; and including as an accessory use, the sale and installation of lubricants, tires, batteries and similar accessories.

7. ***Automotive Repair.*** "Auto Repair" means the repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision services, painting and steam cleaning of vehicles.

8. ***Basement.*** "Basement" means a story all or partly under ground but having at least one- half of its height below the average level of the adjoining ground.

9. ***Bed and Breakfast Establishment.*** "Bed and Breakfast Establishment" means any owner occupied dwelling unit that contains no more than four rooms where lodging, with or without meals, is provided for compensation to guests.

10. ***Building.*** "Building" means any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels or property.

11. ***Building, Accessory.*** "Building, Accessory" means a subordinate building detached from, but located on the same lot as the principal building, the use of which is incidental and accessory to that of the main building or use.

12. ***Building, Height.*** "Building, Height" means the vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof or flat roofs, to the deck line of mansard roofs, and the mean height between eaves and ridge for gable, hip and gambrel roofs.

13. ***Building Line***. See "Setback Line".
14. ***Building, Principal***. "Building, Principal" means a building in which is conducted the main or principal use of the lot on which the building is situated.
15. ***Child Day Care Facility***. "Child Day Care Facility" shall mean a building or structure where care, protection and supervision are provided on a regular schedule, for a fee, at least twice a week, to at least six children at one time.
16. ***Clinic***. "Clinic" means a place used for the care, diagnosis and treatment of sick, ailing, infirm or injured persons, and those who are in need of medical and surgical attention, but who are provided with board or room or kept overnight on the premises.
17. ***Club***. "Club" means a building or portion thereof or premises owned or operated by a person for a social, literary, political, educational or recreational purpose primarily for the exclusive use of members and their guests.
18. ***Commission***. "Commission" means the Planning Commission of the City of Urbana.
19. ***Comprehensive Plan***. "Comprehensive Plan" means a plan or any portion thereof, adopted by the Planning Commission and the legislative authority of the City, showing the general location and extent of present and proposed physical facilities including housing, industrial and commercial uses, major thoroughfares, parks, schools and other community facilities. This plan establishes the goals, objectives and policies of the community.
20. ***Convalescent Care Facility***. "Convalescent Care Facility" means a building or group of buildings, public or private, which provides personal care or nursing to ill, physically infirm or aged persons for more than sixteen (16) persons who are not related by blood or marriage to the operator.
21. ***Council***. "Council" means the City Council of the City of Urbana.
22. ***Density***. "Density" means a unit of measurement; the number of dwelling units per acre of land.
    A. "Gross Density" means the number of dwelling units per acre of the total land to be developed.
    B. "Net Density" means the number of dwelling units per acre of land when the acreage involved includes only the land devoted to residential uses.
23. ***District***. "District" means any portion of the territory of the City, within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this chapter.
24. ***Drinking and Eating Establishment***. "Drinking and Eating Establishment" means an establishment serving alcoholic beverages in which the principal business is the sale of such beverages at retail for consumption on the premises and where food may be available for consumption on the premises.
25. ***Drive-Through Facility***. "Drive-Through Facility" means any portion of a building or structure from which business is transacted, or is capable of being transacted, directly with customers located in a motor vehicle during such business transactions.
26. ***Dwelling***. "Dwelling" means any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more families, but not including a tent, cabin, trailer or trailer coach, boarding or rooming house, hotel or motel, or mobile home.
27. ***Dwelling, Mobile Home***. "Dwelling, Mobile Home" means a modular unit built on a chassis, with body width exceeding eight feet or body length exceeding thirty-two feet, designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, or two or three sections combined horizontally at the site to form a single dwelling, while still retaining their individual chassis for possible future movement, or one or more room sections that fold, collapse or telescope into the principal unit when being transported and which can be expanded at the site to provide additional living area.
28. ***Dwelling, Multi-Family***. "Dwelling, Multi- Family" means a dwelling consisting of two or more dwelling units including condominiums with varying arrangements of entrances and party walls. Multi-family housing may include public housing and industrialized units.
29. ***Dwelling, Single Family***. "Dwelling, Single Family" means a dwelling consisting of a single dwelling unit only, separated from other dwelling units by open space.
30. ***Dwelling Unit***. "Dwelling Unit" means space, within a dwelling, comprising living, dining, sleeping room or rooms, storage closets, as well as space and equipment for cooking, bathing and toilet facilities, all used by only one family and its household employees.
31. ***Easement***. "Easement" means authorization by a property owner for the use by another, and for a specified purpose, of any designated part of his property.

32. ***Educational Institution***. "Educational Institution" means a facility that provides a curriculum of elementary, secondary or continuing academic instruction, including kindergarten, elementary schools, junior high schools, high schools and technical and collegiate level courses.
33. ***Essential Services***. "Essential Services" means the erection, construction, alteration or maintenance, by public utilities or municipal or other governmental agencies, of underground gas, electrical, water transmission or distribution systems, collection, communication, supply or disposal systems or sites, including poles, wires, mains, drains, sewers, pipes, traffic signals, hydrants or other similar equipment and accessories in connection therewith which are reasonably necessary for the furnishing of adequate service by the public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.
34. ***Family***. "Family" means one or more individuals related by blood, marriage, or adoption, or not more than five individuals who are not so related, living together as a single housekeeping unit in a dwelling, and maintaining and using the same and certain other housekeeping facilities in common.
35. ***Family Care Home***. "Family Care Home" means a licensed residential facility that provides room and board, personal care, habilitation services and supervision in a family setting for at least six but not more than eight persons with developmental disabilities.
36. ***Fence***. "Fence" means any artificial barrier or divider intended to prevent escape or intrusion, to mark a boundary, or to enclose an area.
37. ***Floodplain***. "Floodplain" means that land, including the flood fringe and floodway, subject to inundation by the regional flood.
38. ***Flood, Regional***. "Flood, Regional" means large floods which have previously occurred or which may be expected to occur on a particular stream because of like physical characteristics. The regional flood generally has an average frequency of the one hundred year recurrence interval flood.
39. ***Floodway***. "Floodway" means that portion of the floodplain, including the channel, which is reasonably required to convey the regional floodwaters. Floods of less frequent recurrence are usually contained completely within the floodway.
40. ***Floodway Fringe***. "Floodway Fringe" means that portion of the floodplain, excluding the floodway, where development may be allowed under certain restrictions.
41. ***Flood Area of a Residential Building***. "Flood Area of a Residential Building" means the sum of the gross horizontal area of the several floors of a residential building, excluding basement floor areas not devoted to residential use, but including the area of roofed porches and roofed terraces. All dimensions shall be measured between interior faces of walls.
42. ***Floor Area***. "Floor Area" means the sum of the gross horizontal areas of each floor of the principal building, measured from the exterior walls or from the centerline of party walls, including the floor area of accessory buildings and structures.
43. ***Floor Area Ratio***. "Floor Area Ratio" means the total floor area of the building or buildings on a lot or parcel divided by the gross area of the lot or parcel.
44. ***Food Processing***. "Food Processing" means the preparation, storage or processing of food products. Examples of these activities include dairies, canneries and other similar businesses.
45. ***Group Home***. "Group Home" means a residential facility that provides room and board, personal care, habilitation services and supervision in a family setting for at least nine but not more than sixteen persons with developmental disabilities.
46. ***Home Occupation***. "Home Occupation" means any occupation, profession, activity or use which is accessory to the principal use of the premises and is conducted by a resident occupant, within the dwelling, which does not alter the exterior of the property or affect the residential character of the neighborhood.
47. ***Hospital***. "Hospital" means an institution providing health services primarily for human in-patient medical or surgical care for the sick or injured and including related facilities such as laboratories, out-patient departments, training facilities, central service facilities and staff offices that are an integral part of the facility.
48. ***Hotel or Motel***. "Hotel or Motel" means a facility offering transient lodging accommodations on a daily rate to the general public and providing additional services, such as restaurants, meeting rooms and recreational facilities.
49. ***Junk***. "Junk" means old scrap copper, brass, rope, rags, trash, waste, batteries, paper, rubber, junked, dismantled or wrecked automobiles or parts thereof, iron, steel and other old or scrap ferrous or nonferrous

materials.

50. ***Junkyard.*** "Junkyard" means an establishment, place or business used or operated for buying or selling or storing wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts and includes scrap metal processing or storage facilities.

51. ***Loading Space, Off-Street.*** "Loading Space, Off-Street" means space logically and conveniently located for bulk pickups and deliveries, scaled to delivery vehicles expected to be used, and accessible to such vehicles when required off-street parking spaces are filled. Required off-street loading space is not to be included as off-street parking space in computation of required off-street parking space. All off-street loading spaces shall be located totally outside of any street or alley right-of-way.

52. ***Lot.*** "Lot" means a parcel or plot of land of sufficient size to meet minimum zoning requirements for use, coverage and area, and to provide yards and other open spaces as are herein required. The lot shall have frontage on an improved public street or on an approved private street and may consist of:

A. A single lot of record;

B. A portion of a lot of record;

C. A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.

53. ***Lot Area.*** "Lot Area" means the computed horizontal area contained within the lot lines.

54. ***Lot Coverage.*** "Lot Coverage" means the ratio of the enclosed ground floor area of all buildings on a lot to the horizontally projected area of the lot, expressed as a percentage.

55. ***Lot Frontage.*** "Lot Frontage." The front of a lot shall be construed to be the portion at the street or road R.O.W. line. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage and yards shall be provided as indicated under "Yards" in this section.

56. ***Lot, Minimum Area of.*** "Lot, Minimum Area of." The area of a lot is computed exclusive of any portion of the right-of-way of any public or private street.

57. ***Lot Measurement.*** "Lot Measurement" means that a lot shall be measured as follows:

A. "Depth" means the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

B. "Width" means the distance between straight lines connecting front and rear lot lines at each side of the lot, measured at the R.O.W. line except for lots on cul-de- sac streets where it is measured at the setback line.

58. ***Lot of Record.*** "Lot of Record" means a lot which is part of a subdivision recorded in the office of the County Recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

59. ***Lot Types.*** "Lot Types." Terminology used in this Part with reference to corner lots, interior lots and through lots is as follows:

A. "Corner Lot" means a lot located at the intersection of two or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than 135 degrees.

B. "Interior Lot" means a lot with only one frontage on a street.

C. "Through Lot" means a lot other than a corner lot with frontage on more than one street. Through lots abutting two streets may be referred to as double frontage lots.

D. "Reversed Frontage Lot" means a lot on which frontage is at right angles to the general pattern in the area. A reversed frontage lot may also be a corner lot.

60. ***Major Thoroughfare Plan.*** "Major Thoroughfare Plan" means the portion of Comprehensive Plan adopted by the City Planning Commission indicating the general location recommended for arterial, collector and local thoroughfares within the appropriate jurisdiction. (Ord. 4059. Passed 5-26-98.)

61. ***Manufacturing.*** "Manufacturing" means the assembling, altering, converting, fabricating, finishing, processing or treatment of a product.

62. ***Manufacturing, Light.*** "Light Manufacturing" means lower-intensity manufacturing uses that require a finished product consisting of small machine parts or electronic equipment, the manufacturing or assembling of small products within a business and elements of wholesale and storage of products in a manner and

character that does not create significant negative impacts to the environment or surrounding area. (Ord. 4346. Passed 8-24-10.)

63. ***Mobile Home Park***. "Mobile Home Park" means any site or tract of land under single ownership, upon which three or more mobile homes used for habitation are parked, either free of charge or for revenue purposes; including any roadway, building, structure, vehicle or enclosure used or intended for use as a part of the facilities of the park.

64. ***Non-conforming***. "Non-conforming" means a building, structure or use of land existing at the time of enactment of this Part and which does not conform to the regulations of the district or zone in which it is situated.

65. ***Office***. "Office" means quasi-commercial uses which may often be transitional between retail business and/or manufacturing, and residential uses. Office business generally accommodates such occupations as administrative, executive, professional, accounting, clerical, drafting, etc. Institutional offices of a charitable, philanthropic or religious or educational nature are also included in this classification.

66. ***Open Space***. "Open Space" means land used for resource protection, recreation, amenity and/or buffers.

67. ***Parking Space, Off-Street***. "Parking Space, Off-Street" means an area adequate for parking an automobile with room for opening doors on both sides, together with properly related access to a public street or alley and maneuvering room, but shall be located totally outside of any street or alley right-of-way.

68. ***Performance Bond***. "Performance Bond or Surety Bond" means an agreement by a subdivider or developer with the City for the amount of the estimated construction cost guaranteeing the completion of physical improvements according to plans and specifications within the time prescribed by the subdivider's agreement.

69. ***Personal Services***. "Personal Services" means activities conducted in an office, store or other place of business catering to the personal needs of a customer such as normally conducted by a barber, beautician, tailor, dressmaker or a photocopy duplication center.

70. ***Personal Storage Facility***. See "Storage Facility, Personal".

71. ***Planned Unit Development***. "Planned Unit Development" means an area of land in which a variety of housing types and subordinate commercial and industrial facilities are accommodated in a preplanned environment under more flexible standards, such as lot sizes and setbacks, than those restrictions that would normally apply under these Regulations. The procedure for approval of the development contains requirements in addition to those of the standard subdivision, such as building design principles and landscaping plans.

72. ***Printing and Publishing***. "Printing and Publishing" means any business which is engaged in the printing and/or publishing of newspapers, magazines, brochures, business cards and similar activities either for profit or nonprofit.

73. ***Public Service Facility***. "Public Service Facility" means the erection, construction, alteration, operation or maintenance of buildings, power plants or substations, water treatment plants or pumping stations, sewage disposal or pumping plants, or other similar public service structures by a public utility, by a railroad, whether publicly or privately owned, or by a Municipal or other governmental agency, including the furnishing of electrical, gas, rail transport, communication, public or private water and sewage service.

74. ***Public Uses***. "Public Uses" means public parks, schools, administrative and cultural buildings and structures, not including public land or buildings devoted solely to the storage and maintenance of equipment and materials and public service facilities.

75. ***Public Way***. "Public Way" means an alley, avenue, boulevard, bridge, channel, ditch, easement, expressway, freeway, highway, land, parkway, right-of-way, road, sidewalk, street, tunnel, viaduct, walk, bicycle path; or other ways in which the general public or public entity has a right, or which are dedicated whether improved or not.

76. ***Quasi-Public Use***. "Quasi-Public Use" means churches, parochial schools, hospitals and other facilities of an educational, religious, charitable, philanthropic or nonprofit nature.

77. ***Recreation, Commercial***. "Recreation, Commercial" means any business which is operated as a recreation enterprise, either publicly or privately owned, for profit. Examples include, but are not limited to: golf courses, arcades, bowling alleys, theaters, etc.

78. ***Recreation, Non-Commercial***. "Recreation Non-Commercial" means any business which is operated as a recreational enterprise, either publicly or privately owned, for nonprofit. Examples include, but are not

limited to: fishing areas, parks, archery ranges, etc.

79. ***Recycling Center***. "Recycling Center" means an establishment or place of business used, maintained or operated for the purpose of collecting, sorting, cleansing, treating and reconstituting waste or other discarded material for the purpose of recovering and reusing the materials.

80. ***Religious Places of Worship***. "Religious Places of Worship" means an institution that a congregation of people regularly attend to participate in or hold religious services, meetings and other activities, including buildings in which the religious services of any denomination are held.

81. ***Residential Care Facility.*** "Residential Care Facility" means a home, that provides either of the following:

A. Accommodations for seventeen and not more than forty-two unrelated individuals and supervision and personal care services for three or more of those individuals who are dependent on the services of others by reason of age or physical or mental impairment; or

B. Accommodations for three or more unrelated individuals, supervision and personal care services for at least three of those individuals who are dependent on the services of others by reason of age or physical or mental impairment, and, to at least one of those individuals, any of the skilled nursing care authorized by Ohio R.C. 3721.011.

82. ***Restaurant***. "Restaurant" means an establishment with table services whose principal business is the selling of unpackaged food and beverages to the customer in a ready to consume state, in individual servings, or in nondisposable containers.

83. ***Restaurant, Fast Food***. "Restaurant, Fast Food" means an establishment whose principal business is the sale of prepared or rapidly prepared food, in disposable containers and without table service, directly to the customer in a ready-to-consume state.

84. ***Retail Business.*** "Retail Business" means any business selling goods, wares or merchandise directly to the ultimate consumer for direct consumption and not for resale.

85. ***Right-of-Way***. "Right-of-Way" means a strip of land taken or dedicated for use as a public way. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting and drainage facilities, and may include special features (required by the topography or treatment) such as grade separation, landscaped areas, viaducts and bridges.

86. ***Seat***. "Seat". For the purposes of determining the number of off-street parking spaces for certain uses, the number of seats is the number of seating units installed or indicated, or each twenty-four linear inches of benches, pews or space for loose chairs.

87. ***Setback Line***. "Setback Line" means a line established under this Part generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure may be located above ground, except as may be otherwise provided herein.

88. ***Sewers, Central or Group***. "Sewers, Central or Group" means an approved sewage disposal system which provides a collection network and disposal system and central sewage treatment facility for a single development, community or region.

89. ***Sewers, On-Site***. "Sewers, On-Site" means a septic tank or similar installation on an individual lot which utilizes an aerobic bacteriological process or equally satisfactory process for the elimination of sewage and provides for the proper and safe disposal of the effluent, subject to the approval of health and sanitation officials having jurisdiction.

90. ***Shopping Center***. "Shopping Center" means a grouping of retail and service uses on a single site that is developed, owned and managed as a unit with off-street parking as an integral part of the unit.

91. ***Sign***. "Sign" means an outdoor advertising structure, device or visual communication designed or intended to convey information to the public in written or pictorial form.

92. ***Sign, Abandoned***. "Sign, Abandoned" means a sign which no longer identifies or advertises a bona fide business, lessor, owner, service, product or activity and/or which no legal owner can be found.

93. ***Sign, Animated***. "Sign, Animated" means any sign which uses movement or change of lighting to depict action or to create a special effect or scene.

94. ***Sign, Area of***. "Sign, Area of". The area of a freestanding or projecting sign shall have only one face (the largest) of any double or multi-faced sign counted in calculating its area. The area of a sign shall be measured as follows if the sign is composed of one or two individual cabinets:

A. The area around and enclosing the perimeter of each cabinet or module shall be summed and then totaled to determine total area. The perimeter of measurable area shall not include embellishments such as

pole covers, framing, decorative roofing, etc., provided that there is not written advertising copy on such embellishments.

B. The sign is composed of more than two sign cabinets or modules, the area enclosing the entire perimeter of all cabinets and/or modules within a single, continuous geometric figure shall be the area of the sign. Pole covers and other embellishments shall not be included in the area of measurement if they do not bear advertising copy.

95. ***Sign, Awning***. "Sign, Awning" means a sign painted on, printed on or attached flat against the surface of an awning.

96. ***Sign, Banner***. "Sign, Banner" means a sign made of fabric or any non-rigid material with no enclosing framework.

97. ***Sign, Changeable Copy***. "Sign, Changeable Copy" means a sign on which the copy changes automatically or manually.

98. ***Sign, Construction***. "Sign, Construction" means a temporary sign identifying an architect, contractor, subcontractor and/or material supplier, participating in the construction on the property on which the sign is located.

99. ***Sign, Directional/Informational***. "Sign, Directional/Informational" means an on-premise sign giving directions, instructions or facility information and which may contain the name or logo of an establishment but no advertising copy, for example, parking or entrance and exit signs.

100. ***Sign, Face of***. "Sign, Face of" means the area of a sign on which the copy is placed.

101. ***Sign, Flashing***. "Sign, Flashing" means a sign which contains an intermittent or sequential flashing light source used primarily to attract attention. "Flashing sign" does not include changeable copy signs, animated signs or signs which, through reflection or other means, create an illusion of flashing of intermittent light.

102. ***Sign, Freestanding***. "Sign, Freestanding" means a sign supported upon the ground by poles or braces and not attached to any building.

103. ***Sign, Governmental***. "Sign, Governmental" means any temporary or permanent sign erected and maintained by the City, County, State or Federal Government for traffic direction or for designation of or direction to any school, hospital, historical site or public service, property or facility.

104. ***Sign, Height of***. "Sign, Height of" means the vertical distance measured from the highest point of a sign, excluding decorative embellishments, to the grade of the adjacent street or surface grade beneath the sign, whichever is less.

105. ***Sign, Identification***. "Sign, Identification" means a sign whose copy is limited to the name and address of a building, institution, or person and/or the activity or occupation being identified.

106. ***Sign, Marquee***. "Sign, Marquee" means any sign attached to or supported by a marquee structure; a roof-like structure or canopy extended from the facade of a building.

107. ***Sign, Nameplate***. "Sign, Nameplate" means a non-electric on-premise identification sign giving only the name, address and/or occupation of an occupant or group of occupants.

108. ***Sign, Non-Conforming***. "Sign, Non-Conforming" means a sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

109. ***Sign, Off-Premises***. "Sign, Off-Premises" means a sign structure advertising an establishment, merchandise, service or entertainment which is not sold, produced, manufactured or furnished at the property on which such sign is located, for example, billboards or outdoor advertising.

110. ***Sign, On-Premises***. "Sign, On-Premises" means a sign which pertains to the use of the premises on which it is located.

111. ***Sign, Political***. "Sign, Political" means a temporary sign used in connection with a local, state or national election or referendum.

112. ***Sign, Portable***. "Sign, Portable" means any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.

113. ***Sign, Projecting***. "Sign, Projecting" means a sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign.

114. ***Sign, Real Estate***. "Sign, Real Estate" means a temporary sign advertising the real estate upon which the sign is located as being for rent, lease or sale.

115. ***Sign, Rotating***. "Sign, Rotating" means a sign in which the sign itself or any portion of the sign moves in a revolving or similar manner. Such motion does not refer to methods of changing copy.

116. ***Sign, Snipe***. "Sign, Snipe" means a temporary sign or poster affixed to a tree, fence, etc.
117. ***Sign, Subdivision Identification***. "Sign, Subdivision Identification" means a freestanding or wall sign identifying a recognized subdivision, condominium complex or residential development.
118. ***Sign, Temporary***. "Sign, Temporary" means a sign not constructed or intended for long term use.
119. ***Sign, Under-Canopy***. "Sign, Under-Canopy" means a sign suspended beneath a canopy, ceiling, roof or marquee.
120. ***Sign, Wall***. "Sign, Wall" means a sign attached parallel to and extending not more than fifteen inches from the wall of a building. "Wall Sign" includes painted, individual letter and cabinet signs, and signs on a mansard.
121. ***Sign, Window***. "Sign, Window" means a window sign installed inside a window and intended to be viewed from the outside.
122. ***Site Plan***. "Site Plan" means a plan, prepared to scale, showing accurately and with complete dimensioning, the boundaries of a site and the location of all buildings, structures, uses and principal site development features proposed for a specific parcel of land.
123. ***Story***. "Story" means that part of a building between the surface of a floor and the ceiling immediately above.
124. ***Storage Facility***. "Storage Facility" means a building used primarily for the holding of goods and merchandise.
125. ***Storage Facility, Personal***. "Storage Facility, Personal" means a building or group of buildings in a controlled access compound that contains equal or varying sizes of individual compartmentalized, and controlled access stalls or lockers for the storage of residential customers' goods or wares.
126. ***Structure***. "Structure" means anything constructed or erected, the use of which requires location on the ground or attachment to something having a fixed location on the ground. Among other things, structures include buildings, mobile homes, walls, fences and billboards.
127. ***Swimming Pool***. "Swimming Pool" means a pool, pond, lake or open tank containing at least 1.5 feet of water at any point and maintained by the owner or manager.

A. "Private" means exclusively used without paying an additional charge for admission by the residents and guests of a single household, a multi-family development, or a community, the members and guests of a club, or the patrons of a motel or hotel; an accessory use.

B. "Community" means operated with a charge for admission; a primary use.

128. ***Thoroughfare, Street or Road***. "Thoroughfare, Street or Road" means the full width between property lines bounding every public way of whatever nature, with a part thereof to be used for vehicular traffic and designated as follows:

A. "Alley" means a minor street used primarily for vehicular service access to the back or side of properties abutting on another street.

B. "Arterial Street" means a highway primarily for through traffic, carrying heavy loads and a large volume of traffic, usually on a continuous route.

C. "Collector Street" means a thoroughfare, whether within a residential, industrial, commercial or other type of development, which primarily carries traffic from local streets to arterial streets, including the principal entrance and circulation routes within residential subdivisions.

D. "Cul-de-sac" means a local street of relatively short length with one end open to traffic and the other end terminating in a vehicular turnaround.

E. "Dead-end Street" means a street temporarily having only one outlet for vehicular traffic and intended to be extended or continued in the future.

F. "Local Street" means a street primarily for providing access to residential or other abutting property.

G. "Loop Street" means a type of local street, each end of which terminates at an intersection with the same arterial or collector street, and whose principal radius points of the 180 degree system of turns are not more than 1,000 feet from the arterial or collector street, nor normally more than 600 feet from each other.

H. "Marginal Access Street" means a local or collector street, parallel and adjacent to an arterial or collector street, providing access to abutting properties and protection from arterial or collector streets. Also called a frontage street.

129. ***Transport Terminals***. "Transport Terminals" means any business, structure or premise which primarily receives or distributes goods.

130. ***Use.*** "Use" means the specific purposes for which land or a building is designated, arranged, intended or for which it is or may be occupied or maintained. "Used" or "occupied" includes "intended, designed or arranged to be used or occupied."

131. ***Use, Accessory.*** "Use, Accessory" means a use or structure subordinate to the principal use of a building or to the principal use of the land, which is located on the same lot as the principal use, and which is serving a purpose customarily incidental to the use of the principal building or land use.

132. ***Use, Conditional.*** "Use, Conditional" means a use which is permitted in a district only if a zoning certificate therefore is expressly authorized by the Building and Zoning Appeals Board.

133. ***Use, Non-Conforming.*** "Use, Non-Conforming" means any building, structure, or premises legally existing or used at the time of adoption of this chapter, or any amendment thereto, and which does not conform with the use regulations of the district in which located. Any such building, structure, or premises conforming in respect to use but not in respect to height, area, yards, or courts, or distance requirements from more restricted districts or uses, shall not be considered a non-conforming use.

134. ***Use, Principal Permitted.*** "Use, Principal Permitted" means a use which is permitted outright in a district for which a zoning certificate shall be issued by the Zoning Inspector provided that the applicant meets the applicable requirements of the Part.

135. ***Variance.*** "Variance" means a modification of the strict terms of the relevant regulations where the modification will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship.

136. ***Veterinary Animal Hospital or Clinic.*** "Veterinary Animal Hospital or Clinic" means a place used for the care, grooming, diagnosis and treatment of sick, ailing, infirm or injured animals, and those who are in need of medical or surgical attention, and may include overnight accommodations on the premises for the treatment, observation and/or recuperation. It may also include boarding that is incidental to the primary activity.

137. ***Vicinity Map.*** "Vicinity Map" means a drawing located on the plat which sets forth by dimensions or other means, the relationship of the proposed subdivision or use to other nearby developments or landmarks and community facilities and services within the general area in order to better locate and orient the area in question.

138. ***Walkway.*** "Walkway" means a public way, four feet or more in width, for pedestrian use only, whether along the side of a road or not.

139. ***Wholesale and Warehousing.*** "Wholesale and Warehousing" means business establishments that generally store and sell commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments or manufacturing establishments. These commodities are basically for further resale, for use in the fabrication of a product or for use by a business service.

140. ***Yard.*** "Yard" means a required open space other than a court unoccupied and unobstructed by any structure or portion of a structure from three feet above the general ground level of the graded lot upward; provided, accessories, ornaments and furniture may be permitted in any yard, subject to height limitations and requirements limiting obstruction of visibility.

141. ***Yard, Front.*** "Yard, Front" means a yard extending between side lot lines across the front of a lot and from the front lot line to the front of the principal building.

142. ***Yard, Rear.*** "Yard, Rear" means a yard extending between side lot lines across the rear of a lot and from the rear lot line to the rear of the principal building.

143. ***Yard, Side.*** "Yard, Side" means a yard extending from the principal building to the side lot line on both sides of the principal building between the lines establishing the front and rear yards.

144. ***Zoning Certificate.*** "Zoning Certificate" means a document issued by the Zoning Inspector authorizing the occupancy or use of a building or structure or the actual use of lots or land in accordance with the previously issued zoning permit.

145. ***Zoning Inspector.*** "Zoning Inspector" means the Zoning Inspector of the City, empowered by the Director of Administration to administer, enforce, and interpret the provisions, regulations, and requirements of this Part.

146. ***Zoning Permit.*** "Zoning Permit" means a document issued by the Zoning Inspector authorizing the use of lots, structures, uses of land and structures, and the characteristics of the uses.

(Ord. 4059. Passed 5-26-98; Ord. 4346. Passed 8-24-10.)

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Zoning & Subdivision Committee
Thursday, October 12, 2017

The Zoning and Subdivision Committee met in regular session on Thursday, October 12, 2017 at 12:15 pm at the LUC East Liberty Office.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Wes Dodds, Ron Todd for Chad Flowers, Dave Gulden, Charles Hall, Mark Mowery for Steve McCall, Heather Martin, Bill Narducci, Tammy Noble for Vince Papsidero, Jeff Stauch and Andy Yoder. Absent member was Tom Scheiderer.

Guests included: Mark Smith, Civil & Environmental; Corey Theuerkauf, Rockford Homes, Inc.; Justin Wollenberg, Terrain Evolution; Mark Spagnuolo, Jerome Township.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Andy Yoder moved a motion to approve the minutes from the September 14, 2017 meeting as written and Tammy Noble seconded. All in favor.

1. Review of Mitchell Highlands Section 1 Final Plat (Union County) – Staff Report by Brad Bodenmiller
    - Brad Bodenmiller – Advised the Engineer's Office reported the bond was approved by the Commissioners. Mylars were updated to reflect technical comments received from reviewing agencies.
    - Charles Hall moved a motion to recommend approval of the Mitchell Highlands Section 1 Final Plat and Jeff Stauch seconded. All in favor.

2. Review of Mitchell Highlands Section 2 Final Plat (Union County) – Staff Report by Brad Bodenmiller
    - Brad Bodenmiller – Advised the Engineer's Office reported the bond was approved by the Commissioners. Mylars were updated to reflect technical comments received from reviewing agencies.
    - Jeff Stauch moved a motion to recommend approval of the Mitchell Highlands Section 2 Final Plat and Andy Yoder seconded. All in favor.

3. Review of Jerome Village VN-3 Preliminary Plat (Union County) – Staff Report by Brad Bodenmiller
    - Bill Narducci – We met with the Commissioners yesterday and had a lengthy discussion about the variances requested. This design is something new for the county and there is some concern over big

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issues such as the lack of parking and the overall density of the development. In the sketch plan process we did talk about parking and how the parking is calculated and where those are utilized on site. We have 10 to 12 spaces on the public spaces and maybe a couple of other locations. This drawing isn't exactly what was originally submitted. I think overall how useful the on street parking will be and lack of it in other areas, those are some questions I was unable to answer for the Commissioners.

- Brad Bodenmiller – On the variances that were submitted, LUC does not get involved. Brad did explain what those variances are to members of the committee.
- Justin Wollenberg – As far as the parking, every one of these units has a garage that faces off of the alley and there's enough depth for a vehicle. Most are two car garages. The single-family homes have a narrower garage that may be used for one car. It's wide enough for two cars and the drive way is deep enough for one additional car. This is typical through Jerome Village. All of those had restrictive parking. I'm not sure that anyone really enforces that parking. The only parking provided in the other phases was in the driveways and garage. It's standard as to what's been done previously. Jerome Township had asked that more parking be added, which we did.
- Scott Coleman – The alley access is actually private roads. Those slots are they two parking spots per unit?
    - Justin Wollenberg – All of those five units have two car garages, and allow two vehicles side by side on the drive.
    - Scott Coleman – Are those townhomes or condos?
        - Justin Wollenberg – They're condos.
    - Scott Coleman – How far is the off-site parking?
        - Justin Wollenberg – They're with the units.
        - Charles Hall – How many spaces?
            - Justin Wollenberg – There's 10 spaces.
    - Charles Hall asked about parking for a home. If that homeowner has a large family, and has them all over for Thanksgiving dinner. Where will people park? There is not enough parking anywhere in the whole subdivision for them to park. There's no parking. That's a lot of apartments with no parking. As I understand, we have to approve the variances for those alleys and unless something changes, we're not going to approve it.
    - Scott Coleman – Most of the private road, doesn't allow parking?

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- Justin Wollenberg – Jerome village doesn't allow it but no one enforces it.

- Bill Narducci – The townhomes have four parking spaces per unit and the single family lots have three?
  - Justin Wollenberg – The family lots have 2 – 4 spaces.
- Charles Hall – Where's the front of the house?
  - Justin Wollenberg – You'd come through the rear of the structure or utilize the pathway system.
- Scott Coleman – Is there parking along this walking path?
  - Justin Wollenberg – There could be but it hasn't been developed and it has not been finalized.
  - Scott Coleman – I don't know what restrictions you have, but I know in other areas, garages are filled with something other than cars and then the drive is utilized by the homeowners and then there's no parking for visitors.
- Brad Bodenmiller – In the definitions for Union County's regulations it talks about alleys being allowed in extreme conditions.
  - Charles Hall – And extreme is because there's no other way to do it but when you're starting from the beginning, with a field, there is no extreme condition.
- Tammy Noble – What's the difference between alley and through lot?
  - Brad Bodenmiller provided definitions to the committee.
- Tammy Noble – Procedurally can we vote without the variances being approved?
  - Charles Hall – No, but we wanted it presented to LUC.
- Jeff Stauch asked the lot widths.
  - Justin Wollenberg – They're in the 50 feet range, most buildings are 40 feet.

- Justin Wollenberg requested to table the subdivision. More discussions with the Commissioners is warranted, in regard to what will allow alleys.
- Mark Spagnuolo – We did have some concerns about parking issues but, again, it hasn't come before the board in the final development phase. We've only seen the conceptual plans and haven't discussed it at length.
- Bill Narducci – Is there minimum parking required?
  - Mark Spagnuolo – This is probably one of the first of the kinds so I'm not sure if the code addresses it.
    - Bill Narducci – Does it address single family parking?

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    - Mark Spagnuolo – I don't think so.
  - Bill Narducci – There has to be some guidance given to the developer besides just saying you need more parking.
  - Tammy Noble – Not only more parking but where the parking is located. A typical parking standard is 2 ½ per unit.
  - Charles Hall – When you look at the multi-family, basically it's the size of a standard home.
  - Mark Spagnuolo – We talked a little bit about the housing across from the parking, what do you do when the people who live by the parking spot start using the visitor parking for their parking. Who's going to regulate who's parking in where?
  - Justin Wollenberg – Those particular units have the same number of parking as all units in Jerome Village. They have the same street width.
  - Tammy Noble – Studies show that multi-units utilize less parking than a typical single family because they have different economics.
  - Charles Hall – To get approval, you need to be talking to us.
  - Jeff Stauch – The dead-end streets is another variance piece.
  - Charles Hall – How does a school bus turn around?
    - Justin Wollenberg – a school bus wouldn't; a fire truck would; a squad would back out.
  - Charles Hall – If you set up a meeting, I'd like to have the Engineer's office there.
  - Wes Dodds moved a motion to recommend accepting the request to table Jerome Village VN-3 Preliminary Plat by Justin Wollenberg and Andy Yoder seconded. All in favor.

4. Review of Dover Township Text Amendment (Union County) – Staff Report by Brad Bodenmiller
  - Tammy Noble – Are you saying they're just prohibiting medical marijuana?
    - Brad Bodenmiller provided the specific language.
    - Tammy Noble – Did they explain why they didn't just do the standard language?
      - Brad Bodenmiller – Some townships seem to prefer the word "prohibited".
  - Charles Hall moved a motion to recommend approval of the Dover Township Text Amendment with staff modifications and including upcoming comments from the Prosecutor's Office and Tammy Noble seconded. All in favor.

5. Review of City of Urbana Parcel Amendment (Champaign County) – Staff Report by Brad Bodenmiller

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- Scott Coleman – What should the recommendation need to be?
  - Brad Bodenmiller – In the past, we've recommended approval and denial on these items.
- Tyler Bumbalough – The south side is residential right now; the north side of the road only has two commercial sites; it does change the use of that strip there if we were to rezone. It would be consistent with two other corners but inconsistent with that strip.
- Tyler Bumbalough moved a motion to recommend denial of the City of Urbana Parcel Amendment with staff comment encouraging the city to work with the applicant. With the additional provision that if the city does approve this they should also include the zoning overlay and Andy Yoder seconded. All in favor.

The Zoning and Subdivision Committee adjourned at 1:07 pm with Mark Mowery moving the motion to adjourn and Andy Yoder seconding. All in favor.