



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

*****The September LUC meetings will be held at the Champaign County Community Center Auditorium, 1512 S US Hwy 68, Urbana OH 43078*****

Zoning & Subdivision Committee Thursday, September 9, 2021, 12:45 pm

- Minutes from last meeting of August 12, 2021
- 1. Review of Jerome Township Middle and Elementary School Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
- 2. Review of Pioneer Crossing Phase 1 Final Plat – Staff Report by Brad Bodenmiller
- 3. Review of Urbana Township Zoning Parcel Amendment – Staff Report by Aaron Smith

Members:

Tyler Bumbalough – City of Urbana Engineer
Scott Coleman – Logan County Engineer
Weston R. Dodds – City of Bellefontaine Safety Service Director
Ashley Gaver – City of Marysville
Steve Robinson – Union County Commissioner
Steve McCall – Champaign County Engineer
Bill Narducci – Union County Engineer's Office
Tammy Noble – City of Dublin Planning
Tom Scheiderer – Jefferson & Zane Township Zoning Inspector
Jeff Stauch – Union County Engineer
Robert A. Yoder – North Lewisburg Administrator
Brad Bodenmiller – LUC
Heather Martin – LUC
Aaron Smith – 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



Staff Report – Jerome Twp Middle School & Elementary School

Applicant:	Dublin City Schools 7030 Coffman Road Dublin, OH 43017 stark_jeff@dublinschools.net EMH&T 5500 New Albany Road Columbus, OH 43054 tcunningham@emht.com
Request:	Approval of the Jerome Township Middle and Elementary School – Preliminary Plat Extension for a period of two (2) years.
Location:	Located in the northwest corner of the intersection of Hyland-Croy Road and Ravenhill Parkway in Jerome Township, Union County.

Staff Analysis:	<p>The Preliminary Plat involves 43.39 acres of land and proposes 1 lot for a middle school and an elementary school.</p> <p>Proposed utilities:</p> <ul style="list-style-type: none">○ City of Marysville public water system○ Jerome Village Community Authority collection and City of Marysville public waste treatment system <p>Preliminary Plat:</p> <ul style="list-style-type: none">○ The Preliminary Plat was approved September 2019. <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ The Engineer's Office submitted comments in a letter dated 09-02-21, recommending the Extension be approved. The Engineer's Office requested comment from the project team:<ol style="list-style-type: none">1. Please indicate when the Final Plat will be submitted. <p>• Union County Soil & Water Conservation District</p> <ul style="list-style-type: none">○ No comments received as of 09-01-21. <p>• Union County Health Department</p> <ul style="list-style-type: none">○ No comments received as of 09-01-21.
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Staff Report – Jerome Twp Middle School & Elementary School

	<ul style="list-style-type: none">• City of Marysville<ul style="list-style-type: none">○ In an email dated 09-01-21, the City advised it had no comments.• Jerome Township<ul style="list-style-type: none">○ The Township submitted comments in a letter dated 08-31-21. The Township did not raise concerns with the granting of a Preliminary Plat Extension.• ODOT District 6<ul style="list-style-type: none">○ No comments received as of 09-01-21.• Ohio Edison<ul style="list-style-type: none">○ No comments received as of 09-01-21.• LUC Regional Planning Commission<ol style="list-style-type: none">1. All prior comments/modifications from reviewing agencies and approvals with conditions remain effective (§318).
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Staff Recommendations:	LUC staff recommends <i>APPROVAL WITH CONDITIONS</i> of the Jerome Township Middle and Elementary School Preliminary Plat Extension. Those conditions are the incorporation of all comments/modifications from LUC and reviewing agencies—including prior LUC approvals with conditions—into the Construction Drawings and Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat prior to submittal.
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Z&S Committee Recommendations:	
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Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Application for Preliminary Plat Approval

Date: August 19, 2021

Name of Subdivision: Jerome Township Middle and Elementary School

Location: US 42

Township: Jerome

Military Survey: 3005

Complete Parcel(s) Identification Number (PIN): 1700100180010, 1700100180020

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

Name of Applicant: Dublin City Schools

Address: 7030 Coffman Road

City: Dublin

State: Ohio

Zip: 43017

Phone: 614-760-4355

Fax: _____

Email: Stark_Jeff@Dublinschools.net

Name of Owner of property to be subdivided: Board of Education of the Dublin City School District

Address: 7030 Coffman Road

City: Dublin

State: Ohio

Zip: 43017

Phone: 614-760-4355

Fax: _____

Email: Stark_Jeff@Dublinschools.net

Name of Applicant's Surveyor or Engineer: EMH&T

Address: 5500 New Albany Road

City: Columbus

State: OH

Zip: 43054

Phone: 614-775-4500

Fax: _____

Email: tcunningham@emht.com

Proposed Acreage to be Subdivided: 43.39 Acres

Current Zoning Classification: PD (Planned Development District)

Proposed Zoning Changes: None

Proposed Land Use: Residential (School)

Development Characteristics

Number of proposed lots: 1

Typical lot width (feet): N/A

Number of proposed units: 0

Typical lot area (sq. ft.): N/A

Single Family Units: 0

Multi-Family Units: 0

Acreage to be devoted to recreation, parks or open space: 0

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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.	✓ N/A	
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.	✓ N/A	
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.	✓ N/A	

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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.	✓ N/A	
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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.	✓ N/A	
21	Description of proposed zoning changes.	✓ N/A	
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.	✓ N/A	
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.	✓ N/A	
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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Engineers, Surveyors, Planners, Scientists

August 18, 2021

Mr. Bradley J. Bodenmiller
Executive Director
LUC Regional Planning Commission
10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319

Subject: Jerome Township Middle and Elementary School Preliminary Plat
Extension Request

Dear Mr. Bodenmiller,

Our office represents the applicant, Dublin City Schools, for the development of the Jerome Township Middle and Elementary Schools located on PID: 1700100180010 and 1700100180020 in Jerome Township, Union County, Ohio. This letter is being submitted on their behalf.

Jerome Township Middle and Elementary Schools preliminary plat was approved by the LUC Executive Committee September 17th, 2019. Per current regulations, it is our understanding that approval of the Preliminary Plat is valid for a period of two (2) years, at which time request for extension is required if a Final Plat has not yet been submitted.

Submittal of the Final Plat is imminent, but will not be made prior to expiration of the Preliminary Plat approval. Please accept this letter as our formal request for an extension of the Jerome Township Middle and Elementary Schools Preliminary plat for the maximum duration available.

Respectfully submitted,
EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, reading "Todd M. Cunningham".

Todd M. Cunningham, P.E.
Principal
Director of Development

JEROME TOWNSHIP, UNION COUNTY, OHIO
PRELIMINARY PLAT

FOR

**JEROME TOWNSHIP MIDDLE SCHOOL
AND ELEMENTARY SCHOOL
HYLAND-CROY ROAD**

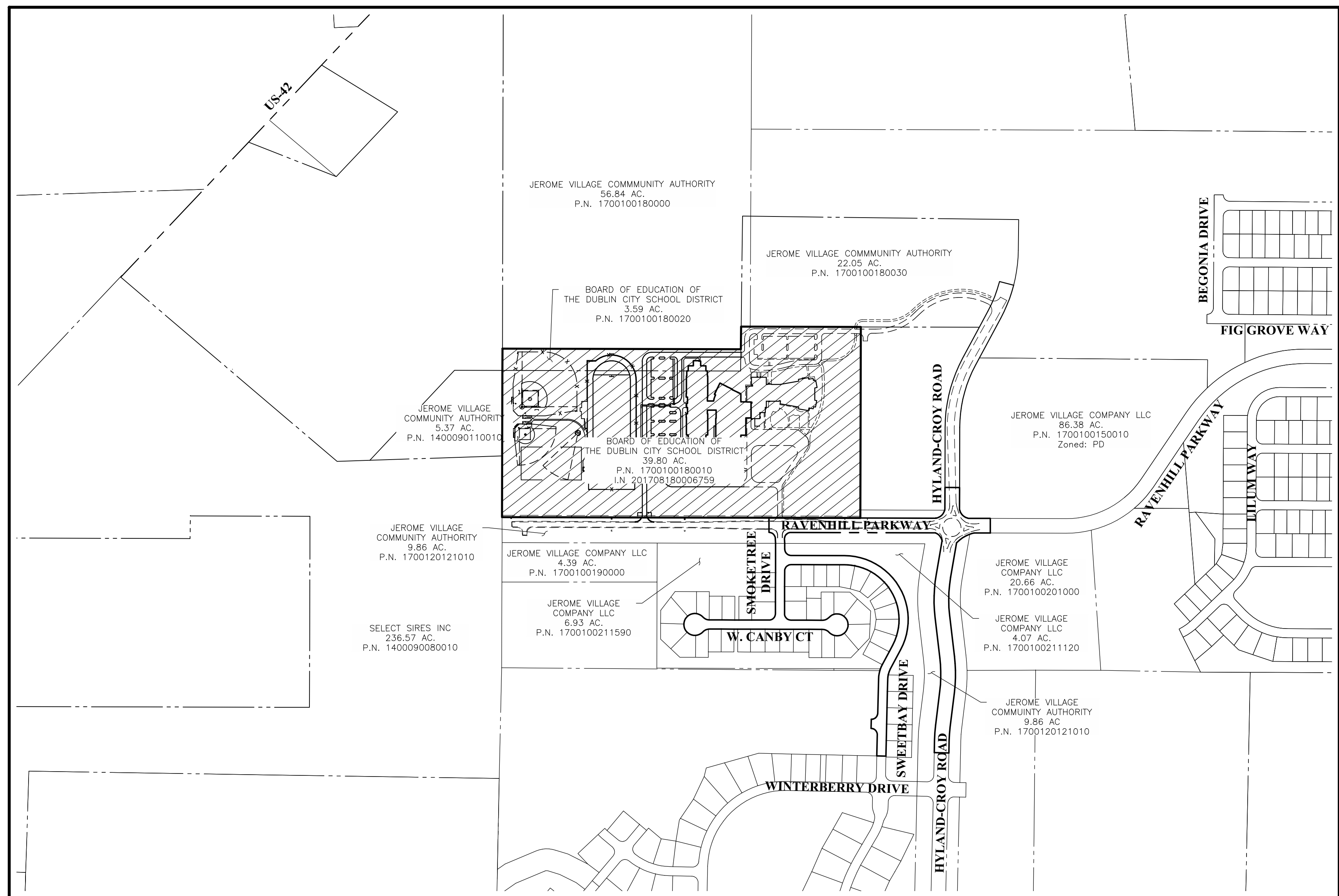
2019

SHEET INDEX

Title Sheet	1
Existing Conditions Plan	2
Overall Site	3
Overall Utility	4
Overall Grading	5

FEMA NOTE

According to the Federal Emergency Management Agency's Flood Insurance Rate Map (dated 12/16/2008), the subject parcel shown hereon is located within Zone X: Areas determined to be outside of the 0.2% annual chance floodplain, Community Panel 39159C0390D, effective date December 16, 2008.



VICINITY MAP

Scale: 1" = 400'

SURVEYOR

John Jeffery Raab
Professional Surveyor No: 7863
Email: John.Raab@ohm-advisors.com

ENGINEER

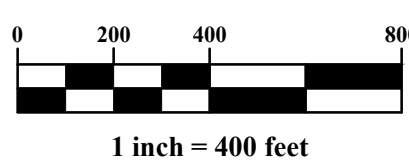
EMHT Inc.
Todd Cunningham
5500 New Albany Road
Columbus, Ohio 43054
Tel: (614) 775-4500

APPLICANT/OWNER

Dublin City Schools
7030 Coffman Road
Dublin, Ohio, 43017
Tel: (614)-760-4355
Email: Stark_Jeff@Dublinschools.net

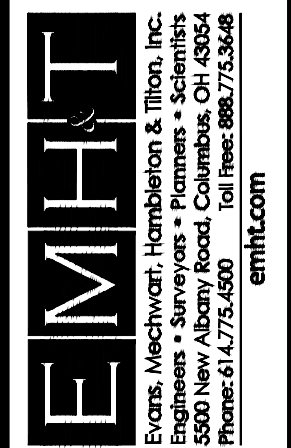


GRAPHIC SCALE

[illegible]

DUBLIN CITY SCHOOLS

**JEROME TOWNSHIP MIDDLE SCHOOL
AND ELEMENTARY SCHOOL
HYLAND-CROY ROAD**



DATE
August 22, 2019

SCALE

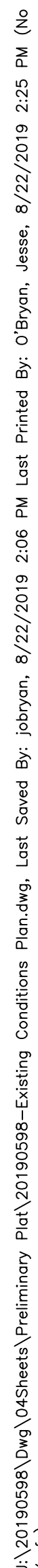
As Noted

JOB NO.

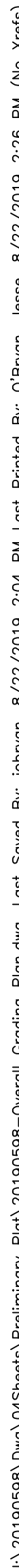
20190598

SHEET

1/5







TRANSFERRED

NOV 02 2017

ANDREA WEAVER, AUDITOR
This conveyance has been examined and the Grantor
complied with Section 319.202 of the Revised Code

FEE \$

EXEMPT

Handwritten: \$1.00
Handwritten: 1/2

201711020009159 11/2/2017
Pages: 15 F: \$132.00 1:32 PM
Teresa Markham T20170006370
Union County Recorder DOC: DEED

LIMITED WARRANTY DEED
(with restrictions and reservation of easements)

JEROME VILLAGE COMMUNITY AUTHORITY, a new community authority created and existing pursuant to Chapter 349 of the Ohio Revised Code ("Grantor"), for valuable consideration paid, grants, with limited warranty covenants, to **THE BOARD OF EDUCATION OF THE DUBLIN CITY SCHOOL DISTRICT**, an Ohio public school district and political subdivision of the State of Ohio, whose tax mailing address is 7030 Coffman Road, Dublin, Ohio 43017, all of Grantor's interest in and to the following real property situated in the Township of Jerome, County of Union, State of Ohio (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.

Map No.: Part of 116-00-00-037.001; part of 116-00-00-059.000;
part of 126-00-00-016.001; and part of 126-00-00-016.000.

Auditor's Parcel No.: Part of 17-0010018.0010; part of 17-0010015.0010;
part of 17-0010020.1000; and part of 17-0010020.0000.

Prior Instrument Reference: Instrument No. 201708180006759, Recorder's Office,
Union County, Ohio.

The foregoing conveyance is made subject to (a) taxes and assessments not yet due and payable; (b) legal highways; (c) zoning ordinances; and (d) easements, conditions, restrictions and other matters of record, including but not limited to (i) that certain Declaration of Covenants, Restrictions and Agreements (the "Declaration") for the Jerome Village Community Authority filed on February 26, 2010 at 3:30 p.m. and of record at the Union County, Ohio Recorder's Office as document number 366051 in Volume 859 at Page 275, as amended, establishing on the real property a "community

{00280968-4}

Stewart Title Company
01022-22282 um

development charge” as defined in Section 2.12 of that Declaration, and (ii) that certain Master Deed Declaration, Restrictions and Bylaws of Jerome Village filed on February 23, 2011 and of record at the Union County, Ohio Recorder’s Office in Official Record 907, Page 572, as amended.

The foregoing conveyance is further made subject to the following restrictions and reservation of easements. It is intended and agreed that the following restrictions and reservation of easements shall run with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding on the Property and Grantee, and its successors and assigns as the owner, occupant or tenant, as the case may be, of the Property, for the benefit and in favor of, and enforceable by, the Grantor or by any party to whom Grantor assigns such benefits and enforcement rights.

1. Use Restriction. Neither Grantee nor any of Grantee’s successors or assigns shall operate or use, or permit any other party to operate or use, the Property (or any portion thereof) for any use other than the operation of an elementary school for children in grades kindergarten through eighth grade and/or a middle school for children up to eighth grade (which may be built at separate times and in any order), together with ancillary parking lots, athletic fields and green space (“Permitted School Facilities”). Notwithstanding the foregoing, until such time as Grantee commences construction of the Permitted School Facilities, Grantee shall be permitted to maintain the Property as undeveloped green space or for agricultural use.
2. Sanitary Sewer Easement. Grantor does hereby reserve for its use and benefit and the use and benefit of any party to whom Grantor assigns such rights, a non-exclusive easement (the “Sanitary Sewer Easement”) in, under, and through the real estate described in Exhibit “B”, which is attached hereto and made a part hereof (the “Sanitary Sewer Easement Area”), for the purposes of laying, constructing, maintaining, inspecting, operating, repairing, replacing, changing, adding and/or removing an underground sanitary sewer line or lines with all incidental equipment and appurtenances (such incidental equipment and appurtenances, other than manhole covers, to be installed underground), and the hereinafter described erosion control measures (collectively hereinafter called “Sanitary Sewer Improvements”). The Sanitary Sewer Easement includes, without limitation, (a) the right at any time in the future to lay, construct, maintain, inspect, operate, change, repair, replace and/or remove the Sanitary Sewer Improvements within the Sanitary Sewer Easement Area, and (b) reasonable ingress and egress over the Property for purposes of accessing the Sanitary Sewer Easement and enjoying all rights and benefits thereto. For erosion control purposes, the Sanitary Sewer Easement also includes the right at any time in the future to construct, inspect, operate, maintain, repair, replace, change, add and/or remove concrete, rock rip-rap or other forms of Sanitary Sewer Improvements to protect existing and future pipelines within the

Sanitary Easement Area. The physical limits of the Sanitary Sewer Improvements shall be entirely confined to the Sanitary Sewer Easement Area.

Upon entry by Grantor for the purpose of laying, constructing, maintaining, inspecting, operating, repairing, replacing, changing, adding and/or removing the Sanitary Sewer Improvements, Grantor will restore Grantee's Property to its former condition as nearly as is reasonably possible after completion of the particular work being performed. The restoration of Grantee's Property within the Sanitary Sewer Easement Area is limited to returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible.

The Sanitary Sewer Easement shall have a term commencing upon Grantor's execution hereof and terminating upon the removal of the Sanitary Sewer Improvements from the Sanitary Sewer Easement Area and failure to reconstruct said Sanitary Sewer Improvements within twelve (12) months of such removal.

3. Landscaping Easement. Grantor does hereby reserve for its use and benefit and the use and benefit of any party to whom Grantor assigns such rights, a non-exclusive easement (the "Landscaping Easement") to, at Grantor's expense, construct, install, maintain, inspect, operate, repair, replace, change, add and/or remove any and all landscaping and fencing (collectively, the "Landscaping Improvements") in, on, over, through, under, and across a portion of the Property, as more particularly described on Exhibit "C" (the "Landscaping Easement Area"), attached hereto and incorporated herein. The Landscaping Easement includes, without limitation, (a) the right at any time in the future to construct, install, maintain, inspect, operate, change, repair, replace, add and/or remove the Landscaping Improvements within the Landscaping Easement Area, and (b) reasonable ingress and egress over the Property for purposes of accessing the Landscaping Easement and enjoying all rights and benefits thereto. All Landscaping Improvements installed by Grantor on, across, under, or through the Landscaping Easement Area shall remain the property of Grantor. Grantor shall, at its sole cost and expense, be responsible for the maintenance, repair, and replacement of the Landscaping Improvements constructed, added, or otherwise placed within the Landscaping Easement Area by the Grantor.

Upon entry by Grantor for the purpose of constructing, installing, maintaining, inspecting, operating, repairing, replacing, changing, adding and/or removing the Landscaping Improvements, Grantor will restore Grantee's Property to its former condition as nearly as is reasonably possible after completion of the particular work being performed.

Notwithstanding the foregoing, by acceptance of this deed Grantee agrees that, for any reason, should its use of its Property result in any damage, alterations or removal to the Landscaping Improvements, Grantee, at its expense, will restore the Landscaping Improvements within and around the Landscaping Easement Area to their former condition as nearly as is reasonably possible.

Signature Page Follows

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the
 _____ day of October, 2017.

JEROME VILLAGE COMMUNITY
 AUTHORITY,
 a new community authority created and existing
 pursuant to Chapter 349 of the Ohio Revised Code

By: Ray Maloney
 Name: Robert J. Maloney
 Title: Vice Chair

STATE OF OHIO)
 COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me this 30th day of October, 2017,
 by Robert J. Maloney, Vice Chair of
 Jerome Village Community Authority, a new community authority created and existing pursuant
 to Chapter 349 of the Ohio Revised Code, on behalf of such community authority.

Adam Spradlin

Notary Public

This Instrument Prepared by:

Robert S. Ryan, Esq.
 Kephart Fisher LLC
 207 North Fourth Street
 Columbus, Ohio 43215



ADAM SPRADLIN
 Notary Public, State of Ohio
 My Commission Expires 04-18-2021

EXHIBIT "A"

Legal Description of the Property

[See attached]



AMERICAN
LAND
SURVEYORS

Focused
on
Excellence

February 21, 2017

**DESCRIPTION OF 39.804 ACRES
NORTH OF RAYENHILL PARKWAY (80' R/W)
WEST OF HYLAND-CROY ROAD (80' R/W)
JEROME TOWNSHIP, UNION COUNTY, OHIO**

Situated in the State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 3005, being 39.804 acres of land of which 34.422 acres is located in that 39.800 acre tract of land as described in a deed to Jerome Village Community Authority, of record in Instrument No. 201603040001558, 5.195 acres is located in the remainder of that 194.363 acre tract of land as described in a deed to Jerome Village Company, LLC, of record in Official Record 672, Page 527, 0.133 acre is located in the remainder of that 29.000 acre tract described as Tract 2, of record in Official Record 722, Page 832 in a deed to said Jerome Village Company, LLC and 0.054 acre is located in the remainder of that 23.968 acre tract of land as described in a deed to said Jerome Village Company, LLC, of record in Official Record 739, Page 121, all references herein being to the records located in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

Beginning **FOR REFERENCE** at a 5/8" iron pin found at the southwesterly corner of Virginia Military Survey No. 3005, also being the northwesterly corner of Virginia Military Survey No. 2991, a point in the easterly line of Virginia Military Survey No. 5234, the southwesterly corner of the remainder of a 23.968 acre tract of land as described above and a point in the easterly line of a 193.75 acre tract of land, being the remainder of a 236.57 acre tract of land described as Tract No. 1 in a deed to Select Sires, of record in Deed Volume 251, Page 498; Thence North 6° 25' 30" West, along the westerly line of said Virginia Military Survey No. 3005, the easterly line of Virginia Military Survey No. 5234, the westerly line of said 23.968 acre tract, the easterly line of said 193.75 acre tract, the westerly line of the remainder of a 14.926 acre tract of land as described in a deed to said Jerome Village Company, LLC, of record in Official Record 755, Page 179 and the westerly line of the remainder of a 19.467 acre tract as described in a deed to Jerome Village Community Authority, of record in Instrument No. 201411040007860, passing a 5/8" iron pin found at a distance of 479.12 feet in the northwesterly corner of said 23.968 acre tract (southwesterly corner of said 14.926 acre tract), a total distance of 847.36 feet to an iron pin set in the westerly line of said 14.926 acre tract, being the northwesterly corner of said 19.467 acre tract, the southwesterly corner of said 39.800 acre tract and the **TRUE PLACE OF BEGINNING**;

Thence North 6° 25' 30" West, continuing along the westerly line of said Virginia Military Survey No. 3005, the easterly line of said Virginia Military Survey No. 5234, the easterly line of said 193.75 acre tract and the westerly line of said 39.800 acre tract, passing a stone found at a distance of 110.88 feet at the northwesterly corner of said 14.926 acre tract, a total distance of 334.77 feet to a stone found at a corner of said 39.800 acre tract;

1346 Hemlock Court N.E. • Lancaster, Ohio 43130 • 740-654-0500 (Lancaster Voice) • 740-654-0604 (fax)
614-837-0800 (Columbus-Voice) • 740-670-0800 (Newark-Voice) • 740-455-2200 (Zanesville-Voice)
EMAIL: lrack@americanlandsurveyors.com WEBSITE: www.210-tri-land-surveyors.com



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on
Excellence

Thence North 6° 25' 30" West, continuing along the westerly line of said Virginia Military Survey No. 3005 and the easterly line of said Virginia Military Survey No. 5234, through said 39.800 acre tract, with a new line of division, a distance of 468.13 feet to an iron pin set in the northerly line of said 39.800 acre tract;

Thence along northerly lines of said 39.800 acre tract, through said 194.363 and 29.000 acre tracts, with new lines of division, the following courses;

1. North 83° 35' 08" East, a distance of 1303.62 feet to an iron pin set;
2. North 5° 51' 45" West, a distance of 243.53 feet to an iron pin set;
3. North 83° 34' 51" East, a distance of 654.79 feet to an iron pin set;
4. South 6° 25' 09" East, a distance of 1046.31 feet to an iron pin set in the northerly right-of-way line of Ravenhill Parkway as shown and delineated on the plat entitled "Hyland-Croy Phase 4 and Ravenhill Phase 1", a subdivision of record in Plat Book 5, Pages 401A-401C;

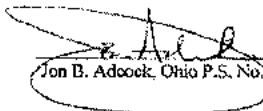
Thence South 83° 34' 51" West, along said northerly right-of-way line and along the northerly line of the remainder of said 19.467 acre tract, the southerly line of the remainder of said 29.000 acre tract, the southerly line of the remainder of said 23.968 acre tract and the southerly line of said 39.800 acre tract, a distance of 1960.69 feet to the TRUE PLACE OF BEGINNING and containing 39.804 acres of land.

Bearings herein are based on GPS observations in conjunction with the Ohio Department of Transportation VRS network, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

Iron pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "Jon Adcock, S-8461."

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio P.S. No. 8461 and is based on a field survey performed in December, 2015.

34.422 acres is located in Auditor's Parcel No. 17-0010018.0010. 5.195 acres is located in Auditor's Parcel 17-0010015.0010. 0.133 acre is located in Auditor's Parcel No. 17-0010020.1000 and 0.054 acre is located in Auditor's Parcel No. 17-0010020.0000.

 2/21/17
Jon B. Adcock, Ohio P.S. No. 8461 Date



1346 Hemlock Court N.E. • Lancaster, Ohio 43130 • 740-654-0600 (Lancaster Voice) • 740-654-0604 (fax)
614-837-0800 (Columbus Voice) • 740-670-0800 (Newark Voice) • 740-455-2200 (Zanesville Voice)
EMAIL: jon@americanlandsurveyors.com WEBSITE: www.americanlandsurveyors.com

EXISTING DESCRIPTION

ACCEPTABLE FOR TRANSFER

DATE 11-2-17/MLK
JEFF STAUCH, UNION CO. ENG.

{00280968-4}8

EXHIBIT "B"

Legal Description and Depiction of Sanitary Sewer Easement Area

[See attached]



August 25, 2017

**DESCRIPTION OF A SANITARY SEWER EASEMENT
NORTH OF RAVENHILL PARKWAY (80' R/W)
WEST OF HYLAND-CROY ROAD (80' R/W)
JEROME TOWNSHIP, UNION COUNTY, OHIO**

Situated in the State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 3005 and Virginia Military Survey No. 5234, being in part a 60 foot wide strip of land and in part a 30 foot wide strip of land located in that 39.804 acre tract of land as described in a deed to Jerome Village Community Authority, of record in Instrument No. 201708180006759 and also being located in a 5.378 acre tract of land, being a remainder of that 39.000 acre tract of land as described in a deed to Jerome Village Company, LLC, of record in Instrument No. 201708180006758, all references herein being to the records located in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

BEGINNING at the southwesterly corner of said 39.804 acre tract of land, also being a point in the northerly right-of-way line of proposed Ravenhill Parkway;

Thence **North 6° 25' 30" West**, with the westerly line of said 39.804 acre tract, along the easterly line of said Virginia Military Survey No. 5234 (westerly line of Virginia Military Survey No. 3005), a distance of **772.90 feet**, to a point;

Thence **South 83° 35' 08" West**, through said 5.378 acre tract of land, a distance of **290.38 feet** to a point on the westerly line of the same;

Thence along the westerly and northerly lines of said 5.378 acre tract the following courses;

1. **North 36° 38' 33" East**, a distance of **41.06 feet** to a point;
2. **North 83° 35' 08" East**, a distance of **322.34 feet** to a point;

Thence **South 6° 25' 30" East**, through said 39.804 acre tract, a distance of **802.89 feet**, to a point on the southerly line of the same, also being a point on the northerly right-of-way line of said proposed Ravenhill Parkway;

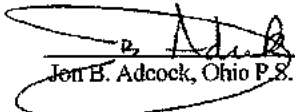
Thence **South 83° 34' 51" West**, a distance of **60.00 feet** to the **PLACE OF BEGINNING** and containing **1.296 acres** of land.

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614-837-0800 (Columbus-Voice) • 740-670-0800 (Newark-Voice) • 740-455-2200 (Zanesville-Voice)
EMAIL: jadcock@americanlandsurveyors.com WEBSITE: www.americanlandsurveyors.com



Bearings herein are based on GPS observations in conjunction with the Ohio Department of Transportation VRS network, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461.

 8/25/17
Jon B. Adcock, Ohio P.S. No. 8461 Date



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1346 Hemlock Court N.E.
Lancaster, Ohio 43130
(740) 654-0800 - Lancaster
(614) 837-0800 - Columbus
(740) 670-0800 - Newark
(740) 455-2200 - Zanesville
(740) 654-0804 - Fax
Contact: Brett Adcock

EASEMENT EXHIBIT

SANITARY SEWER AND UTILITY EASEMENTS
LOCATED IN
VIRGINIA MILITARY SURVEYS No. 5234 AND 3005
JEROME TOWNSHIP, UNION COUNTY, OHIO

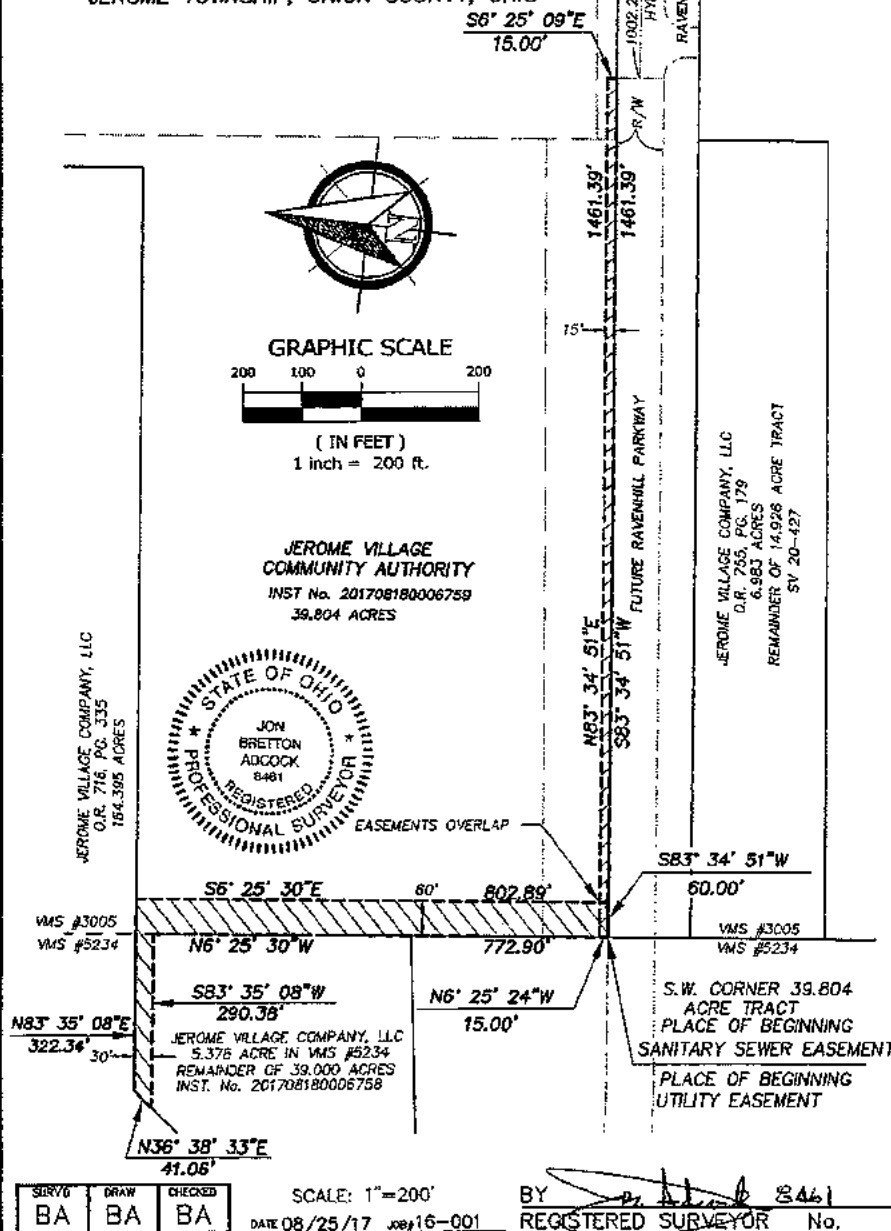


EXHIBIT "C"

Legal Description and Depiction of Landscaping Easement Area

[See attached]



**AMERICAN
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August 25, 2017

**DESCRIPTION OF A LANDSCAPE EASEMENT
NORTH OF RAVENHILL PARKWAY (80' R/W)
WEST OF HYLAND-CROY ROAD (80' R/W)
JEROME TOWNSHIP, UNION COUNTY, OHIO**

Situated in the State of Ohio, County of Union, Jerome Township, Virginia Military Survey No. 3005, being a 10 foot wide strip of land located in that 39.804 acre tract of land as described in a deed to Jerome Village Community Authority, of record in Instrument No. 201708180006759, all references herein being to the records located in the Recorder's Office, Union County, Ohio and being more particularly described as follows;

BEGINNING at the southwesterly corner of said 39.804 acre tract, also being a point in the northerly right-of-way line of future Ravenhill Parkway and a point in the westerly line of Virginia Military Survey No. 3005;

Thence **North 6° 25' 30" West**, with the westerly line of said 39.804 acre tract and the westerly line of said Virginia Military Survey No. 3005, a distance of **10.00 feet** to a point;

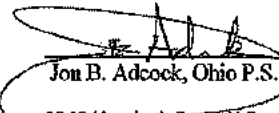
Thence through said 39.804 acre tract the following courses;

1. **North 83° 34' 51" East**, along a line 10.00 feet northerly of and parallel to the southerly line of said 39.804 acre tract, a distance of **1960.69 feet** to a point in the easterly line of said 39.804 acre tract;
2. **South 6° 25' 09" East**, along said easterly line, a distance of **10.00 feet** to a point at the southeasterly corner of said 39.804 acre tract, being a point in the northerly right-of-way line of Ravenhill Parkway as shown and delineated on the plat entitled "Hyland-Croy Phase 4 and Ravenhill Phase 1", a subdivision of record in Plat Book 5, Pages 401A-401C;

Thence **South 83° 34' 51" West**, along the southerly line of said 39.804 acre tract, the northerly right-of-way line of said Existing Ravenhill Parkway and the northerly right-of-way line of said proposed Ravenhill Parkway, a distance of **1960.69 feet** to the **PLACE OF BEGINNING** and containing **0.450 acre** of land.

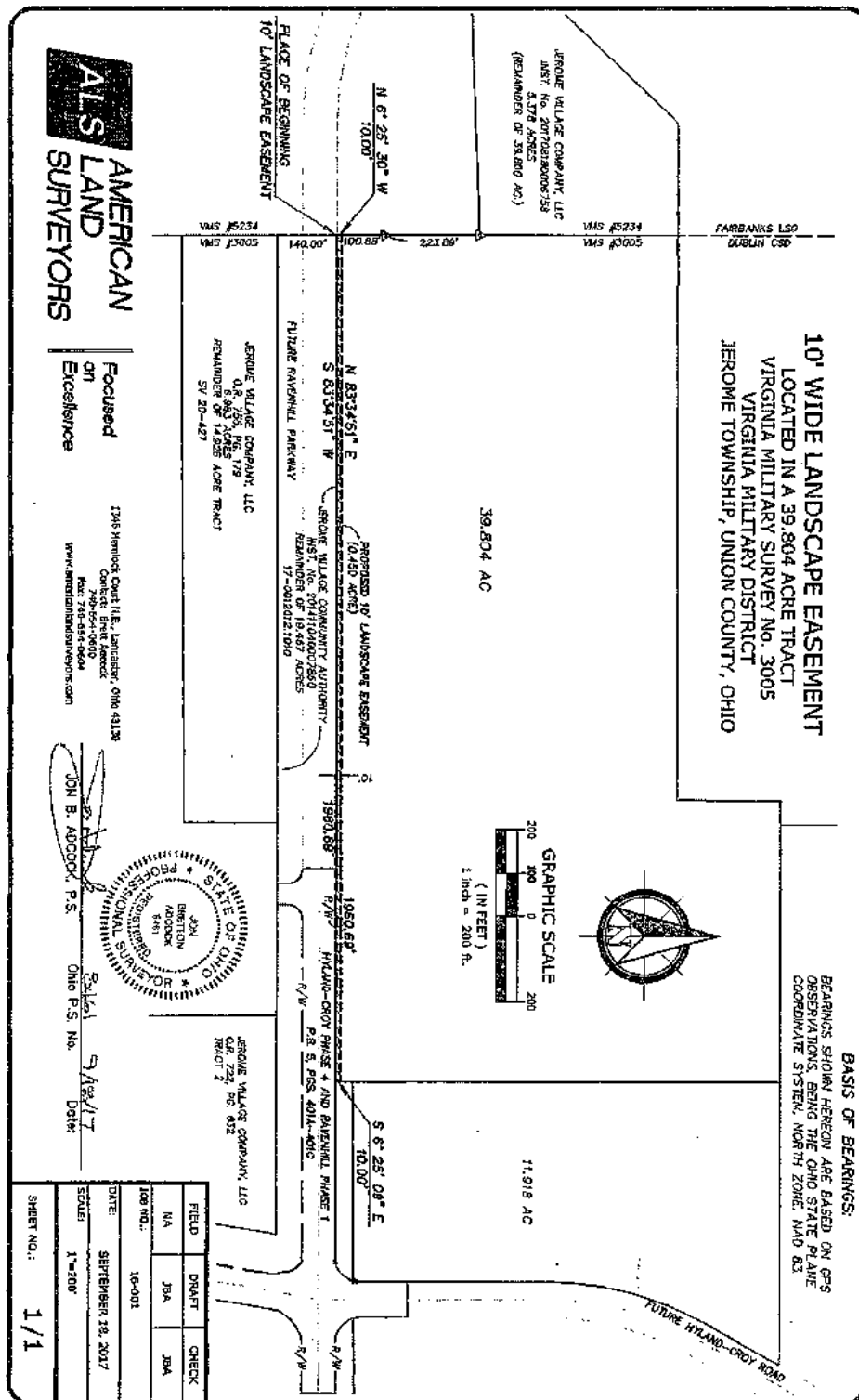
Bearings herein are based on GPS observations, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

This description was prepared by American Land Surveyors, L.L.C. by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461.

 9/18/17
Jon B. Adcock, Ohio P.S. No. 8461 Date



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**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

September 2, 2021

Public Service with integrity

Bradley Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319

Re: Jerome Township Middle and Elementary School – Preliminary Plat Extension

Brad,

We have completed our review for the above preliminary plat extension, received by our office on August 24, 2021. Our only comment is in regards to the timing of the submittal of the final plat. The extension request letter states that the final plat is imminent, and all plans have been approved as well as construction nearing completion on the site. We would like some indication from the project team when the final plat for this site will be submitted. Outside of that, we have no further comment and recommend that the preliminary plat extension request be approved. All conditions from our September 5, 2019 preliminary plat comment letter have been met.

In accordance with the Subdivision Regulations of Union County, additional information may be 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



9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

August 31, 2021

Bradley J. Bodenmiller, Director
LUC Regional Planning Commission
10820 St. Rt. 347
East Liberty, Ohio 43319

Re.: Jerome Township Middle and Elementary School – Preliminary Plat Extension

Dear Mr. Bodenmiller,

I have received your notification of application for approval of an extension to the Preliminary Plat known as Jerome Township Middle and Elementary School – Preliminary Plat Extension. Development Plan #PD06-110 DP-05 has been approved for the school site and zoning certificates have been obtained for the various improvements that have been constructed. Given that information, there is no zoning regulation on which I could base additional zoning related comments about the proposed Preliminary Plat Extension.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden
Zoning Inspector/Coordinator
Jerome Township, Union County, Ohio

Brad Bodenmiller

From: Kyle Hoyng <khoyng@marysvilleohio.org>
Sent: Wednesday, September 1, 2021 11:27 AM
To: Brad Bodenmiller
Cc: Chad Green
Subject: City of Marysville September LUC Comments

Brad

Here are the City of Marysville's comments for the September agenda items. Let us know if you have any questions or concerns.

Jerome Township Middle and Elementary School - Preliminary Plat Extension

1. No Comments

Pioneer Crossing, Phase 1 - Final Plat

1. We recommend that Sanitary Easements and (general) Easements be combined and labeled Utility Easements and have the following definition. Please update and change the utility provider names as necessary:
 1. WE THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH WATERLINES, SEWER LINES, UNDERGROUND ELECTRIC, GAS AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPELINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEEES 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, 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.
2. Please provide a ten (10) foot easement for all public waterline locations.
3. Dimension all Sanitary and (general) Easement widths
4. On sheet 3 there are Sanitary Easements that are labeled Easement. This comment may go away if comment #1 above is addressed.

Kyle Hoyng, P.E.
City Engineer
City of Marysville, Ohio

209 South Main Street
Marysville, Ohio 43040
(937) 645-7358 (office)





Staff Report – Pioneer Crossing Phase 1

Applicant:	<p>Pulte Homes of Ohio, LLC c/o Joseph Lamparky 475 Metro Place South Dublin, OH 43017 joseph.lamparky@pultegroup.com</p> <p>Kimley-Horn and Associates, Inc. c/o Kevin Kershner 7965 North High Street, Suite 200 Columbus, OH 43235 kevin.kershner@kimley-horn.com</p>
Request:	Approval of Pioneer Crossing, Phase 1 – Final Plat.
Location:	Located south of US Hwy 33 and Industrial Parkway and east of US Hwy 42 in Jerome Township, Union County.

Staff Analysis:	<p>This Final Plat involves 15.472 acres of land and proposes 39 single-family residential lots.</p> <p>Acreages:</p> <ul style="list-style-type: none">○ 2.695 acres in right-of-way○ 8.006 acres in single-family residential lots○ 4.771 acres in open space <p>Proposed utilities:</p> <ul style="list-style-type: none">○ City of Marysville public water service○ City of Marysville public sewer service <p>Preliminary Plat:</p> <ul style="list-style-type: none">○ The Preliminary Plat was originally approved in October 2020. <p>• Union County Engineer's Office</p> <ul style="list-style-type: none">○ The Engineer's Office submitted comments in a letter dated 09-02-21. The Engineer's Office reported the Construction Drawings are approved, but construction has not completed. Due to this, a bond or surety was required, but none has been approved yet by the County Commissioners. The Engineer's Office recommended denial due to the outstanding bond. The Engineer's Office reserved the right to change its recommendation, should its comments be
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Staff Report – Pioneer Crossing Phase 1

addressed prior to the LUC meetings. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)

1. Sheet 1: Remove extra two County Commissioner signature lines. (There should only be three.)
2. Sheet 1: Add “Union” to “County Engineer” signature line.
3. Sheet 1: Remove one of the two “Union County Recorder” signature lines.
4. Sheet 1: Replace “schools” with “streets” in right-of-way dedication note.
5. Sheet 1: Add to drainage easement description, “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.”
6. Sheet 2: Remove Standard Deed Restriction #3.
7. The term “Easement” is defined on Sheet 1 for private utilities. There are several areas where drainage and/or sanitary/water utilities are within these easements.
8. Sheet 2 & 3: Show the existing right-of-way on US Hwy 42. Please clarify whether the required additional 10’ of right-of-way is being dedicated via subdivision plat or separate instrument.

• **Union County Soil & Water Conservation District**

- No comments received as of 09-01-21.

• **Union County Health Department**

- No comments received as of 09-01-21. Standard comments from the Health Department are below:
 1. “All efforts should be made to provide a point of connection (via easements and/or service 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 (SWS).”
 2. Any home, business, or other structure that is currently being serviced by a private sewage treatment system (STS) and ends up being situated within 200’ of a sanitary sewer easement,



Staff Report – Pioneer Crossing Phase 1

shall be brought to the attention of the Union County Health Department.”

3. “If at any at time during development of the subdivision a private water system (PWS) (well, cistern, etc.) or sewage treatment system (STS) is found, our office shall be immediately contacted for inspection. Proper permitting must be obtained for sealing and/or abandonment of a private water system (PWS) and sewage treatment system (STS).”

•City of Marysville

- The City submitted comments in an email dated 09-01-21. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)

1. Recommend Sanitary Easements and (general) Easements be combined and labeled Utility Easements. The City provided a recommended easement definition. The City also requested the utility provider names be updated.
2. Please provide a 10’ easement for all public waterline locations.
3. Dimension all Sanitary and (general) Easement widths.
4. Sheet 3: There are Sanitary Easements labeled Easement.

•Jerome Township

- The Township submitted comments in a letter dated 08-27-21. The Final Plat complies with the approved Development Plan. Some of those comments are listed below and summarized for reference. (Please refer to letter for all comments.)
1. The Township requested language/terminology changes in several notes on the Final Plat.
 2. The Township noted the building setback lines on corner lots should follow the right-of-way curve.
 3. The Township required “Note H” be removed. The note indicates the Township will own/maintain the reserve area, but the Township does not wish to do so at this time. (“Note H” is also referenced under the Reserve “A” label on Sheet 2.)



Staff Report – Pioneer Crossing Phase 1

• ODOT District 6

- No comments received as of 09-01-21.

• Union Rural Electric

- URE submitted comments in an email dated 08-31-21.
 1. There are no clear utility easements on the Plat.
 2. There are no utilities listed on the cover page.

• AES OHIO (Formerly DP&L)

- No comments received as of 09-01-21.

• LUC Regional Planning Commission

1. Sheet 1: Please note variances granted for right-of-way width (Resolution 20-327) and block length (Resolution 20-328).
2. Sheet 1: Please update acreage figures in Surveyor's Certification. The lot acreage and total acreage do not match the figures on Sheet 2 (Article 8).
3. Sheet 1: The Surveyor's Certification refers to Phase 3, not Phase 1 (Article 8).
4. Sheet 2: The label for Reserve A has an unclear note labeled "???" (§323, 10.).
5. Sheet 2: Are the following dimensions missing from the curve/line tables: C51, C75, C76, L103, L105, L106, L107, L109 (§323, 7.)?
6. Sheet 3: Please verify length of L139 on northern edge of Reserve "C" (§323, 7.).
7. Sheet 3: Is a dimension missing in the DRN. EASEMENT on the south edge of the sheet between L61 and L62 (§323, 7.)?
8. Sheet 3: Is a dimension missing in the DRN. EASEMENT between L173 and L174 (§323, 7.)?
9. A letter is required from the County Engineer verifying all required improvements have been installed and approved by the proper officials or agencies, or verifying a bond or other surety, approved by the County Commissioners and their legal counsel, has been furnished assuring installation of the required improvements (§324, 2.; §326; §330).



Logan-Union-Champaign regional planning commission

Staff Report – Pioneer Crossing Phase 1

Staff Recommendations:	Staff recommends <i>DENIAL</i> of Pioneer Crossing, Phases 1 – Final Plat. Although the minor technical items in this staff report could be incorporated on the Final Plat Mylar for the 09-09-21 LUC meetings, confirmation of approval of the outstanding bond or other surety (§324, 2.; §326; §330) is required before staff is comfortable recommending otherwise.
Z&S Committee Recommendations:	



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Application for Final Plat Approval

Date: August 19, 2021

Name of Subdivision: Pioneer Crossing

Section/Phase: Phase 1 Block

Location: South of US Rt. 42 & west of Industrial Parkway

Township: Jerome Military Survey: VMS 1440

Complete Parcel(s) Identification Number (PIN): 1500070570000

Has a Preliminary Plat been approved for this subdivision?: Yes ☒ No ☐ Date: Oct. 8, 2020

Name of Applicant: Pulte Homes of Ohio, LLC

Address: 475 Metro Place South

City: Dublin State: Ohio Zip: 43017

Phone: (614) 376-1512 Fax: Email: joseph.lamparyk@pultegroup.com

Name of Owner of property to be subdivided: Pulte Homes of Ohio, LLC

Address: 475 Metro Place South

City: Dublin State: Ohio Zip: 43017

Phone: (614) 376-1512 Fax: Email: joseph.lamparyk@pultegroup.com

Name of Applicant's Surveyor or Engineer: Kimley-Horn and Associates, Inc.

Address: 7965 North High Street, Suite 200

City: Columbus State: Ohio Zip: 43235

Phone: (614) 472-8963 Fax: Email: kevin.kershner@kimley-horn.com

Proposed Acreage to be Subdivided: 15.472 acres

Current Zoning Classification: Planned Development

Proposed Zoning Changes: None

Proposed Land Use: Single Family Residential

Development Characteristics

Acreage w/in Approved Preliminary Plat: 111.15 acres Acres

Acreage w/in Section and/or Block: 15.472 acres Acres

Number of **APPROVED** lots from Preliminary Plat 187 lots

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

Director: Bradley J. Bodenmiller

Number of Lots **PROPOSED** w/in this Section: 39 lots

Number of **APPROVED** units from Preliminary Plat: 187 lots

Number of Units **PROPOSED** w/in this Section: 39 lots

Typical Lot Width: 65 Feet Typical Lot Area: 8,125 SF

Single Family Units: 1,500 single story Sq. ft Multi-Family Units: N/A
1,700 multi story

Acreage to be devoted to recreation, parks or open space: 4.771 acres

Recreation facilities to be provided: Perimeter open space & wooded park

Approved method of Supplying Water Service: City of Marysville Water Service

Approved method of Sanitary Waste Disposal: City of Marysville Sewer Service

Were any Requests for Variance(s) from the Subdivision Regulations approved by the County Commissioners? Yes, No. 20-237&328

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? Yes

Bond has been submitted to County Engineer? No - in process

Bond approved by County Commissioners?

For Official Use

Date filed: Filing Fee:

Date of Meeting of Planning Commission:

Action by Planning Commission:

If rejected, reason(s) for:

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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



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.	x	
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.	x	
2	Names and addresses of the subdivider and the professional surveyor who prepared the Final Plat	x	
3	Plat boundaries, based on accurate traverse, with directional and lineal dimensions.	x	
4	Bearings and distances to nearest established street lines or other recognized permanent monuments.	x	
5	Exact locations, right-of-way widths, and names of all streets within and adjoining the plat; building setback lines.	x	
6	Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths and bearings of chords.	x	
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.	x	
8	All lot numbers and lines with accurate dimensions in feet and hundredths. House numbers may be required to be shown.	x	
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.	x	
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.	x	
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.	x	
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.	x	
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).	x	
14	Notarized certification by the owner or owners of the authorization of the plat and the dedication of streets and other public areas.	x	



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

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.	x	
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.	Bond in progress	
18	Written certification from the Board of County Commissioners for operation and maintenance of the wastewater or water treatment plant, if applicable.	Service by Marysville	
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.	x	
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.	x	
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.	x	
22	Final Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	x	

10820 St Rt 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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

PIONEER CROSSING PHASE 1

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VIRGINIA MILITARY SURVEY 1440, CONTAINING 15.4 ACRES OF LAND, MORE OR LESS, BEING OUT OF THAT 60.02 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF OHIO, LLC, OF RECORD IN INSTRUMENT NUMBER 202101140000660 AND OUT OF THAT ORIGINAL 50.79 ACRE TRACT OF RECORD IN INSTRUMENT NUMBER 202104090004835.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "EASEMENT". DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PRIVATE UTILITIES ABOVE, BENEATH AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH EASEMENTS ARE HEREBY RESERVED.

SANITARY SEWER EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "SANITARY SEWER EASEMENT". DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF PUBLIC SANITARY SEWERS. NO BUILDING SHALL BE CONSTRUCTED IN ANY AREA OVER WHICH SANITARY SEWER EASEMENTS ARE HEREBY RESERVED.

SECTION 800 REQUIREMENTS STATEMENTS. THE FOLLOWING STATEMENTS SHALL BE AFFIXED ON THE SUBDIVISION PLAT:

SIGNED AND ACKNOWLEDGED **PULTE HOMES OF OHIO, LLC**
IN THE PRESENCE OF:

MY COMMISSION EXPIRES _____

CHAIRMAN, JEROME TOWNSHIP TRUSTEES

UNION COUNTY HEALTH DEPARTMENT

COUNTY ENGINEER

LUC REGIONAL PLANNING COMMISSION

COUNTY COMMISSIONERS

COUNTY COMMISSIONERS

UNION COUNTY COMMISSIONER

UNION COUNTY COMMISSIONER

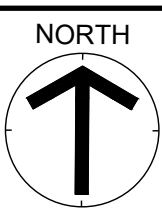
UNION COUNTY AUDITOR

UNION COUNTY RECORDER


UNION COUNTY RECORDER

ACREAGE:
11.798 ACRES
3.674 ACRES

SURVEYOR:
CESO, INC.
2800 CORPORATE
EXCHANGE DRIVE
SUITE 400
COLUMBUS, OH 43231
PHONE: (614) 794-7080
CONTACT: JEFF MILLER
DATED: 08/10/2021



XXXX FUTURE ADDRESS

<h1 style="text-align: center;">RECORD PLAT</h1>			
TOWNSHIP OF JEROME		UNION COUNTY, OHIO	
SCALE: N/A		DATE: 08/03/2021	
DESIGN: N/A	<div style="text-align: center;">  <p style="font-size: 2em; font-weight: bold; margin: 0;">CESO</p> <p style="font-size: 1.2em; font-weight: bold; margin: 0;">WWW.CESOINC.COM</p> </div>		JOB NO.: 758264
DRAWN: ADB			SHEET NO.:
CHECKED: ALB			<div style="font-size: 2.5em; font-weight: bold; text-align: center;">1</div> <div style="font-size: 1.5em; font-weight: bold; text-align: center;">OF 3</div>

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

NOTE "B": JEROME TOWNSHIP ZONING CODE FOR PIONEER CROSSING PHASE 1, IN EFFECT AT THE TIME OF PLATTING OF PIONEER CROSSING PHASE 1, SPECIFIES THE FOLLOWING SETBACK REQUIREMENTS:

ZONING DESIGNATION PD: PLANNED DEVELOPMENT
SINGLE FAMILY (LOTS 1-39)
MIN. LOT SIZE: 8,125 SF
MIN LOT WIDTH: 65'
MIN. FRONT SETBACK: 25'
MIN. REAR SETBACK: 25' - 80' BUILDING SETBACK TO U.S. 42 RIGHT OF WAY
MIN. SIDE SETBACK: 5'
CORNER LOTS SHALL HAVE TWO SIDE YARD SETBACKS AND NO REAR YARD SETBACKS.

NOTE "C": ACREAGE BREAKDOWN
TOTAL ACREAGE: 15.472
ACREAGE IN LOTS 1-39 INCLUSIVE: 8.006
ACREAGE IN RESERVE "A": 1.795
ACREAGE IN RESERVE "B": 2.648
ACREAGE IN RESERVE "C": 0.328
TOTAL ACREAGE IN RIGHT-OF-WAYS: 2.695
ACREAGE IN SUBDIVISION RIGHT-OF-WAY: 2.695
ACREAGE IN COACH LINE AVENUE: 0.840
ACREAGE IN BRINDLEWOOD DRIVE: 1.579
ACREAGE IN PONDEROSA STREET: 0.276

NOTE "D": AT THE TIME OF PLATTING, ALL OF THE LAND HEREBY BEING PLATTED AS PIONEER CROSSING PHASE 1, IS IN THE FLOOD HAZARD ZONE "X" (OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR UNION COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39159C033BD WITH EFFECTIVE DATE OF DECEMBER 16, 2008.

NOTE "E": THE PURPOSE OF THIS PLAT IS TO SHOW CERTAIN PROPERTY, RIGHTS OF WAY, AND EASEMENT BOUNDARIES AS OF THE TIME OF PLATTING. AT THE REQUEST OF ZONING AND PLANNING AUTHORITIES AT THE TIME OF PLATTING, THIS PLAT SHOWS SOME OF THE LIMITATIONS AND REQUIREMENTS OF THE ZONING CODE IN EFFECT ON THE DATE OF FILING THIS PLAT FOR REFERENCE ONLY. THE LIMITATIONS AND REQUIREMENTS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED TO DETERMINE THE THEN CURRENT APPLICABLE USE AND DEVELOPMENTS LIMITATIONS OF THE ZONING CODE AS ADOPTED BY THE ZONING CODE SHALL CONTROL OVER CONFLICTING LIMITATIONS AND REQUIREMENTS THAT MAY BE SHOWN AS ON THIS PLAT. THIS NOTE SHOULD NOT BE CONSTRUCTED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LANDS OR TITLE ENCUMBRANCES OF ANY NATURE, EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH.

NOTE "F": RESERVES "B" AND "C" ARE TO BE OWNED AND MAINTAINED BY THE PIONEER CROSSING HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF OPEN SPACE AND STORM WATER MANAGEMENT FACILITIES.

NOTE "G": WITHIN THAT AREA SHOWN HEREON WITH CROSS HATCHING WITHIN PONDEROSA STREET THE PAVEMENT WILL BE REMOVED AND VACATED ONCE NEW CALIFORNIA DRIVE HAS BEEN EXTENDED NORTH TO US 42. THE VACATED RIGHT OF WAY OF PONDEROSA STREET WILL BE APPOINTED TO LOT 22, 23, RESERVES "B" AND "C" BASED ON ROADWAY FRONTAGE.

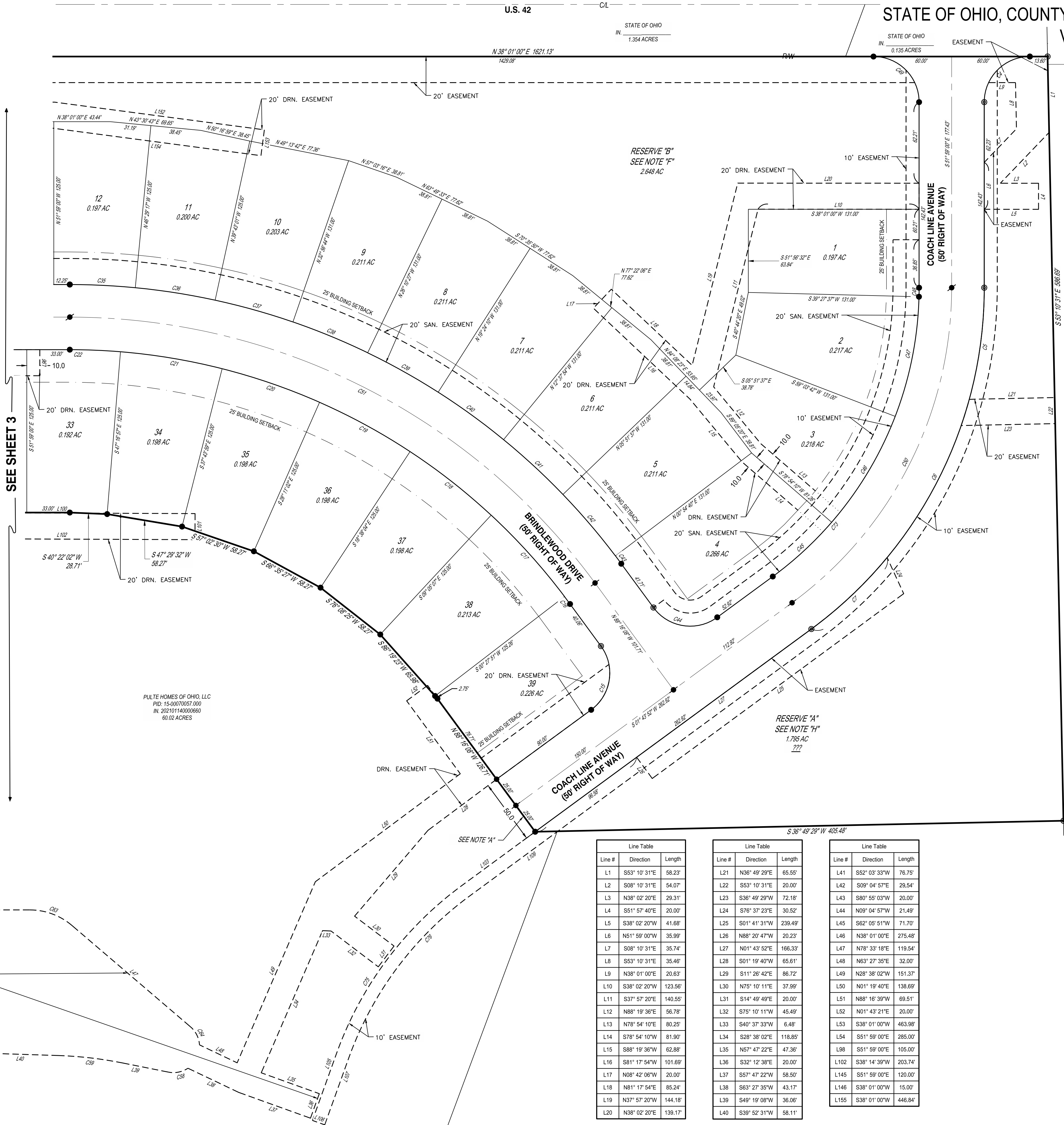
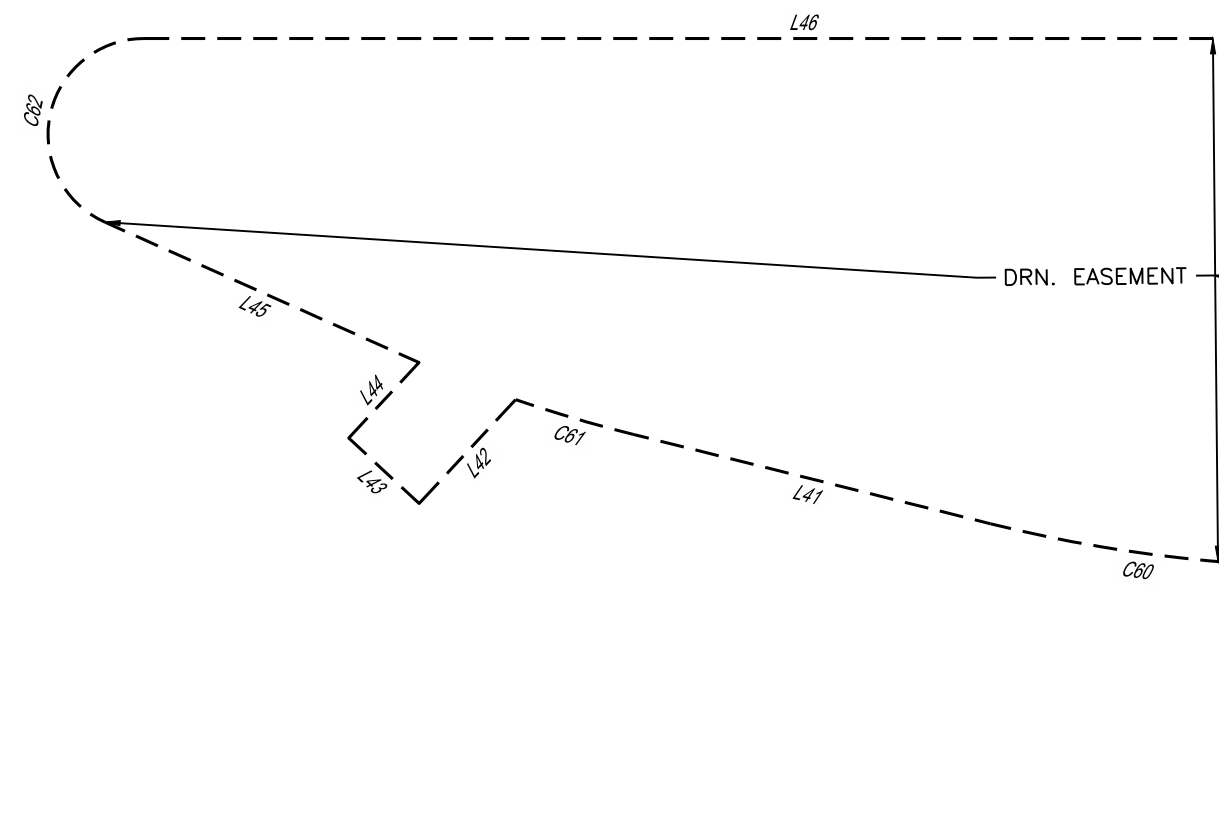
NOTE "H": RESERVE "A" IS TO BE OWNED AND MAINTAINED BY JEROME TOWNSHIP FOR THE PURPOSE OF OPEN SPACE AND STORM WATER MANAGEMENT FACILITIES.

NOTE "I": "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 "J": THE JEROME TOWNSHIP TRUSTEES SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL STORM SEWER PIPE AND DRAINAGE STRUCTURES WITHIN PIONEER CROSSING PHASE 1, ROAD RIGHT OF WAYS.

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 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 PIONEER CROSSING PHASE 1.

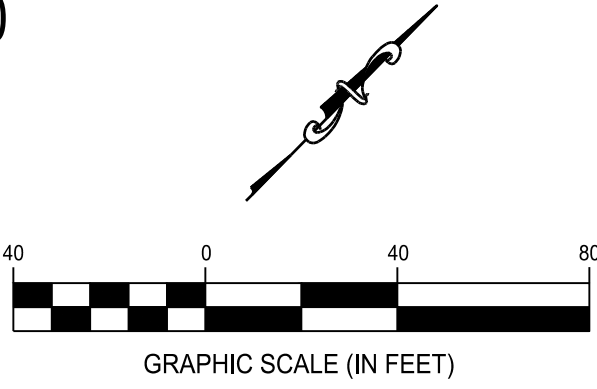


Line Table		
Line #	Direction	Length
L1	S53°10'31"E	58.23'
L2	S08°10'31"E	54.07'
L3	N38°02'20"E	29.31'
L4	S51°57'40"E	20.00'
L5	S38°02'20"W	41.68'
L6	N51°59'00"W	35.99'
L7	S08°10'31"E	35.74'
L8	S53°10'31"E	35.46'
L9	N38°01'00"E	20.63'
L10	S38°02'20"W	123.58'
L11	S37°57'20"E	140.55'
L12	N88°19'38"E	56.78'
L13	N78°54'10"E	80.25'
L14	S78°54'10"W	81.90'
L15	S88°19'38"W	62.88'
L16	S81°17'54"W	101.69'
L17	N08°42'06"W	20.00'
L18	N81°17'54"E	85.24'
L19	N37°57'20"W	144.18'
L20	N38°02'20"E	139.17'

Line Table		
Line #	Direction	Length
L21	N36°49'29"E	65.55'
L22	S53°10'31"E	20.00'
L23	S36°49'29"W	72.16'
L24	S76°37'23"E	30.52'
L25	S01°41'31"W	239.49'
L26	N88°20'47"W	20.23'
L27	N01°43'52"E	166.33'
L28	S01°19'40"W	65.61'
L29	S11°26'42"E	86.72'
L30	N75°10'11"E	37.99'
L31	S14°49'49"E	20.00'
L32	S75°10'11"W	45.49'
L33	S40°37'33"W	6.48'
L34	S28°38'02"E	118.85'
L35	N57°47'22"E	47.36'
L36	S32°12'38"E	20.00'
L37	S57°47'22"W	56.50'
L38	S63°27'35"W	43.17'
L39	S49°19'08"W	38.06'
L40	S39°52'31"W	58.11'

Line Table		
Line #	Direction	Length
L41	S52°03'33"W	76.75'
L42	S09°04'57"E	29.54'
L43	S80°55'03"W	20.00'
L44	N09°04'57"W	21.49'
L45	S82°05'51"W	71.70'
L46	N38°01'00"E	275.48'
L47	N78°33'18"E	119.54'
L48	N63°27'35"E	32.00'
L49	N28°38'02"W	151.37'
L50	N01°19'40"E	138.69'
L51	N88°16'39"W	69.51'
L52	N01°43'21"E	20.00'
L53	S38°01'00"W	463.98'
L54	S51°59'00"E	285.00'
L55	S51°59'00"E	105.00'
L102	S38°14'39"W	203.74'
L145	S51°59'00"E	120.00'
L146	S38°01'00"W	15.00'
L155	S38°01'00"W	446.84'

**PIONEER CROSSING
PHASE 1**
STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
V.M.S. #1440



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD	DELTA ANGLE
C4	35.00'	54.98'	N6°59'00"W, 49.50'	90°00'00"
C5	325.00'	86.70'	S44°20'28"E, 86.44'	15°17'05"
C6	325.00'	304.69'	N25°07'34"W, 293.65'	53°42'52"
C7	325.00'	80.15'	S5°20'02"E, 79.95'	14°07'49"
C15	35.00'	54.98'	N43°16'08"W, 49.50'	90°00'00"
C16	475.00'	7.16'	N88°30'05"W, 7.16'	0°51'48"
C17	475.00'	84.17'	S85°59'27"W, 84.06'	10°09'09"
C18	475.00'	79.17'	S76°08'23"W, 79.08'	9°32'58"
C19	475.00'	79.17'	S86°35'26"W, 79.08'	9°32'58"
C20	475.00'	79.17'	S57°02'28"W, 79.08'	9°32'58"
C21	475.00'	79.17'	S47°29'31"W, 79.08'	9°32'58"
C22	475.00'	38.97'	S40°22'00"W, 38.96'	4°42'03"
C35	525.00'	50.35'	S40°45'51"W, 50.33'	5°29'43"
C36	525.00'	62.05'	S46°53'51"W, 62.01'	6°46'17"
C37	525.00'	62.05'	S53°40'08"W, 62.01'	6°46'17"
C38	525.00'	62.05'	S60°26'25"W, 62.01'	6°46'17"
C39	525.00'	62.05'	S67°12'41"W, 62.01'	6°46'17"
C40	525.00'	62.05'	S73°58'58"W, 62.01'	6°46'17"
C41	525.00'	62.05'	S80°45'15"W, 62.01'	6°46'17"
C42	525.00'	62.05'	S87°31'32"W, 62.01'	6°46'17"
C43	525.00'	7.51'	N88°40'44"W, 7.51'	0°49'12"
C44	35.00'	54.98'	N46°43'52"E, 49.50'	90°00'00"
C45	275.00'	61.57'	N4°40'59"W, 61.44'	12°49'43"
C46	275.00'	95.23'	N21°01'04"W, 94.76'	19°50'28"
C47	275.00'	94.08'	N40°44'20"W, 93.62'	19°36'04"
C48	275.00'	6.93'	N51°15'41"W, 6.93'	1°26'37"
C49	35.00'	54.98'	S83°01'00"W, 49.50'	90°00'00"
C50	300.00'	281.25'	S25°07'34"E, 271.06'	53°42'52"
C58	20.00'	15.70'	S26°50'01"W, 15.30'	44°58'15"
C59	300.00'	49.45'	S44°35'49"W, 49.39'	9°26'37"
C60	300.00'	63.79'	S45°58'02"W, 63.67'	12°11'02"
C61	300.00'	25.54'	S54°29'52"W, 25.53'	4°52'38"
C62	20.00'	54.41'	N39°55'17"W, 39.12'	155°52'34"
C63	50.00'	35.38'	N58°17'09"E, 34.64'	40°32'18"
C64	20.00'	15.98'	S78°33'09"E, 15.56'	45°47'07"
C73	275.00'	20.00'	S11°05'50"E, 20.00'	4°10'04"

LEGEND

- PERMANENT MARKER SET 1" x 30" SOLID REBAR WITH YELLOW CAP STAMPED "CESO"
- IRON PIN SET 5/8" x 30" REBAR YELLOW CAP STAMPED "CESO"
- MAG SPIKE SET
- 5/8" IRON PIN FOUND WITH "CESO" CAP UNLESS NOTED OTHERWISE
- MAG SPIKE FOUND
- △ SURVEY STONE FOUND

RECORD PLAT

TOWNSHIP OF JEROME		UNION COUNTY, OHIO	
SCALE: 1"=40'		DATE: 8/3/2021	
DESIGN:	N/A	JOB NO.:	758264
DRAWN:	ADB	SHEET NO.:	2 OF 3
CHECKED:	ALB	WWW.CESOINC.COM	

PIONEER CROSSING
PHASE 1

STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME
V.M.S. #1440

DOUGLAS R. FARNHOLTZ & LISA J. PANGLE-FARNHOLTZ
O.R. 385, PG. 756
PID: 15-0007055.0000
2.821 ACRES

HAROLD EUGENE & VIVIAN K. CURRY
IN: 201701250000739
PID: 15-0007054.0000
50.67 ACRES

U.S. 42

STATE OF OHIO
IN: 1.354 ACRES

RESERVE "B"
SEE NOTE "F"
2.648 AC

BRINDLEWOOD DRIVE
(50' RIGHT OF WAY)

PULTE HOMES OF OHIO, LLC
PID: 15-0007057.000
IN: 202101140000660
60.02 ACRES

Line Table		
Line #	Direction	Length
L55	N38° 01' 00"E	27.48'
L57	S38° 01' 00"W	58.52'
L58	S04° 22' 14"E	18.95'
L59	S19° 04' 27"E	47.04'
L60	S48° 43' 57"W	57.02'
L61	S67° 12' 49"W	117.70'
L62	S55° 43' 54"W	20.00'
L63	N34° 16' 06"W	24.62'
L65	S52° 13' 53"W	80.97'
L66	N34° 50' 39"W	6.00'
L67	N38° 01' 02"E	133.24'
L81	N38° 01' 00"E	152.39'
L82	S51° 59' 00"E	20.00'
L83	S38° 00' 58"W	128.32'
L84	S18° 58' 10"W	47.54'
L85	S31° 55' 24"E	90.39'
L86	S56° 06' 17"E	119.01'
L87	S46° 23' 44"E	25.67'
L88	S51° 58' 17"E	271.24'
L89	N38° 01' 00"E	132.56'
L90	S51° 57' 29"E	15.00'
L91	N38° 01' 04"E	110.00'
L92	N51° 59' 00"W	305.00'
L93	N38° 01' 00"E	93.65'
L94	N51° 59' 00"W	125.00'
L95	N38° 01' 00"E	475.00'
L96	S51° 59' 00"E	20.00'
L97	S38° 01' 00"W	455.00'
L99	N38° 01' 00"E	370.37'
L100	N38° 14' 39"E	203.78'
L112	S38° 01' 00"W	41.84'
L113	S16° 39' 28"E	32.07'
L115	S49° 43' 36"E	101.78'

Line Table		
Line #	Direction	Length
L116	S51° 59' 00"E	93.30'
L117	S38° 01' 00"W	220.65'
L118	S38° 16' 00"E	117.63'
L119	S51° 15' 48"W	95.45'
L120	S36° 47' 42"E	32.67'
L121	S53° 12' 18"W	59.88'
L122	N31° 27' 38"W	77.33'
L123	N53° 12' 18"E	22.69'
L124	N36° 47' 42"W	81.08'
L125	N38° 01' 00"E	96.83'
L126	N51° 58' 51"W	165.29'
L127	N37° 42' 21"E	20.00'
L128	S51° 58' 51"E	165.40'
L129	N38° 01' 00"E	186.64'
L130	N51° 58' 03"W	144.54'
L131	N44° 12' 02"W	100.70'
L132	N12° 27' 19"W	72.34'
L133	S62° 32' 03"E	3.47'
L134	S86° 49' 07"E	149.71'
L135	N48° 10' 53"E	15.45'
L136	N36° 36' 26"E	14.18'
L137	N81° 36' 26"E	15.36'
L138	S53° 23' 34"E	69.64'
L139	N38° 01' 00"E	59.45'
L140	N53° 23' 34"W	60.01'
L141	S36° 36' 26"W	7.06'
L142	S48° 10' 53"W	25.76'
L143	N86° 49' 07"W	154.12'
L147	S51° 59' 00"E	119.93'
L148	N37° 38' 20"E	140.80'
L149	S52° 22' 04"E	9.11'
L150	S37° 37' 56"W	129.84'
L151	S38° 01' 00"W	455.69'

Line Table		
Line #	Direction	Length
L152	S45° 32' 02"W	162.31'
L153	N44° 27' 58"W	20.00'
L154	N45° 32' 02"E	160.99'
L156	S51° 59' 00"E	19.25'
L157	S06° 59' 00"E	57.83'
L158	S53° 04' 07"E	18.22'
L159	S75° 34' 07"E	60.10'
L160	S86° 49' 07"E	69.95'
L161	N86° 49' 07"W	69.29'
L162	N75° 34' 07"W	66.04'
L163	N53° 04' 07"W	30.71'
L164	N06° 59' 00"W	45.14'
L165	S38° 03' 14"W	161.29'
L166	N53° 23' 34"W	20.00'
L167	N38° 00' 43"E	12.46'
L168	N62° 33' 19"W	47.70'
L169	S16° 39' 28"E	43.90'
L170	N38° 01' 00"E	677.95'
L171	N62° 33' 19"W	16.14'
L173	N51° 59' 00"W	287.08'
L174	N56° 06' 17"W	122.57'
L175	N31° 55' 24"W	104.19'
L176	N18° 58' 10"E	57.06'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD	DELTA ANGLE
C2	125.00'	81.25'	S33° 21' 44"E, 79.83'	37° 14' 32"
C3	175.00'	77.22'	N39° 20' 31"W, 76.60'	25° 16' 57"
C8	20.00'	35.89'	N89° 25' 14"E, 31.26'	102° 48' 28"
C9	200.00'	31.20'	S56° 42' 02"W, 31.17'	8° 56' 20"
C23	125.00'	115.10'	S11° 38' 16"W, 111.08'	52° 45' 28"
C24	175.00'	40.56'	S20° 03' 37"E, 40.47'	13° 16' 50"
C25	35.00'	44.84'	N50° 07' 10"W, 41.83'	73° 23' 54"
C26	175.00'	48.22'	S78° 55' 29"E, 48.07'	15° 47' 16"
C27	175.00'	58.18'	S81° 30' 25"E, 57.91'	19° 02' 50"
C28	35.00'	54.98'	N83° 01' 00"E, 49.50'	90° 00' 00"
C29	35.00'	54.98'	S8° 59' 00"E, 49.50'	90° 00' 00"
C30	125.00'	28.61'	S58° 32' 27"E, 28.55'	13° 06' 54"
C31	125.00'	47.39'	S75° 57' 30"E, 47.10'	21° 43' 13"
C32	35.00'	44.84'	N56° 28' 56"E, 41.83'	73° 23' 54"
C33	175.00'	42.04'	S26° 39' 55"W, 41.94'	13° 45' 53"
C34	175.00'	13.65'	S35° 46' 58"W, 13.65'	4° 28' 08"
C52	150.00'	91.20'	S20° 35' 57"W, 89.80'	34° 50' 07"
C53	150.00'	235.62'	S6° 59' 00"E, 212.13'	90° 00' 00"
C54	150.00'	144.42'	S24° 24' 03"E, 138.91'	55° 09' 53"
C55	150.00'	91.20'	S69° 24' 03"E, 89.80'	34° 50' 07"
C57	150.00'	20.19'	S10° 40' 05"W, 20.17'	7° 42' 39"
C65	20.00'	12.15'	S21° 46' 23"E, 11.96'	34° 48' 18"
C66	50.00'	12.83'	S11° 43' 20"E, 12.80'	14° 42' 13"
C67	50.00'	58.17'	S14° 49' 45"W, 55.78'	67° 48' 24"
C68	200.00'	66.32'	S58° 13' 53"W, 66.01'	18° 59' 53"
C70	20.00'	32.56'	N81° 08' 02"W, 29.08'	93° 16' 10"
C71	20.00'	25.55'	N1° 24' 50"E, 23.85'	73° 12' 21"
C74	150.00'	101.95'	S3° 10' 53"W, 100.00'	38° 56' 33"

LEGEND

- PERMANENT MARKER SET 1" x 30" SOLID REBAR WITH YELLOW CAP STAMPED "CESO"
- IRON PIN SET 5/8" x 30" REBAR YELLOW CAP STAMPED "CESO"
- MAG SPIKE SET
- 5/8" IRON PIN FOUND WITH "CESO" CAP UNLESS NOTED OTHERWISE
- MAG SPIKE FOUND
- SURVEY STONE FOUND
- PONDEROSA STREET FUTURE VACATION. SEE NOTE "G"

RECORD PLAT

TOWNSHIP OF JEROME UNION COUNTY, OHIO

SCALE: 1"=40'

DATE: 8/3/2021

DESIGN: N/A

DRAWN: ADB

CHECKED: ALB

CESO
WWW.CESOINC.COM

JOB NO.: 758264

SHEET NO.:

3 OF 3

**DECLARATION OF COVENANTS
EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS
FOR
PIONEER CROSSING**

[DRAFT-Submitted for Zoning purposes only. May, 2019]

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Exhibits

Exhibit A.....Subject Property

Exhibit BAdditional Easement Areas

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR TARLTON MEADOWS

This Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens (the “**Declaration**”) is made on or as of this ____ day of _____, 2015, by DEVELOPER, INC., an Ohio corporation, whose address is 475 Metro Place S., Dublin, Ohio 43017 (“**Developer**”).

Background

1. Developer is the owner in fee simple of the real estate identified and described on Exhibit A, attached hereto and made a part hereof by this reference (the “**Subject Property**”).

2. The Subject Property is being developed and built as a residential subdivision of lots for single-family homes known as PIONEER CROSSING(the “**Community**”) and may include public or private streets, associated improvements, landscaped areas, entranceway and community border features, reserves, open or green spaces, and storm water drainage facilities.

3. Developer desires hereby to restrict the use and occupancy of the Subject Property and provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners of the Lots and the Improvements constructed on them.

4. Developer hereby declares that all of the Subject Property shall be encumbered with the following covenants, easements, restrictions and conditions which shall run with the land and be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Developer, the Developer’s successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

5. Further, Developer deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Developer shall cause to be incorporated a homeowners’ association under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Community, Developer hereby declares that all of the Subject Property shall be held, developed, improved, encumbered, sold, conveyed and occupied subject to the following covenants, easements, and restrictions:

1. DEFINITIONS.

The following terms used in this Declaration shall have these meanings, unless the context requires otherwise:

- (a) **“Additional Easement Areas”**-- those areas, whether or not shown on the plat of the Community, which Developer has determined shall be subject to further easements for the benefit of the Community.
- (b) **“Additional Property”** -- property that may in the future be subjected to the plan for the Community provided hereby, and consists of such property as Developer, in its sole discretion, may from time to time determine and designate as Additional Property.
- (c) **“Architectural Review Committee”** -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.
- (d) **“Articles” and “Articles of Incorporation”** -- the articles, when filed with the Secretary of State of Ohio, incorporating PIONEER CROSSING Homeowners’ Association, Inc. (the **“Association”**) as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (**“Chapter 1702”**).
- (e) **“Assessments”** - charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot Assessments.
- (f) **“Association”** -- an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio non-profit corporation named “PIONEER CROSSING Homeowners’ Association, Inc.”
- (g) **“Board”** -- the Board of Directors of the Association.
- (h) **“Code of Regulations” and “Code”** -- the Code of Regulations of the Association (sometimes referred to as “bylaws”) created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association.
- (i) **“Common Elements”** -- all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, Reserves, entranceway and community border features, detention areas, and other property designated by Developer or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners of the Lots in the Community.
- (j) **“Common Expense”** - costs and expenses incurred by the Association in fulfilling its functions pursuant to the provisions of the Governing Documents.

- (k) **“Community”** or **“TARLTON MEADOWS”** – all property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Exhibit A, and which may be expanded to encompass all or any part of the Additional Property.
- (l) **“Developer”** -- DEVELOPER, Inc. and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- (m) **“Exempt Property”** -- means the portion of the real property comprising the Community (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, the County, the City, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Association; provided in either such case, the same is not utilized as a residence.
- (n) **“Governing Documents”** -- the Association’s Articles of Incorporation, Code of Regulations, its Rules, and all amendments thereto, this Declaration, and all amendments thereto, and applicable building and zoning laws and ordinances.
- (o) **“Improvements”** -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; swing-sets, playground equipment, playhouses and forts; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage features, structures and conditions; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other improvements and/or structures of every type.
- (p) **“Individual Lot Assessment”** -- an assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Governing Documents, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.
- (q) **“Lot”** -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in the Community, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Developer, and subjected to the provisions of this Declaration, excluding the Common Elements and any portion of the Community dedicated for public use.

- (r) **“Manager”** -- the person or entity retained by the Board to assist in the management of the Association.
- (s) **“Member”** -- any person or entity meeting the requirement for membership in the Association.
- (t) **“Occupant”** -- a person lawfully residing in a dwelling on a Lot, regardless of whether that person is an Owner.
- (u) **“Operating Assessments”** -- an assessment that the Board may levy upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.
- (v) **“Owner”** and **“Lot Owner”** -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding the Developer and all others having an interest merely as security for performance of an obligation.
- (w) **“Person”** -- a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.
- (x) **“Reserves”** -- one or more of the Reserves or open spaces in the Community, as delineated and shown on a recorded plat and subjected to the provisions hereof.
- (y) **“Rules”** -- the rules and regulations governing use of property in the Community as may be established by the Board from time to time.
- (z) **“Special Assessment”** -- an assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board.
- (aa) **“Turnover Date”** -- the date on which Developer relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, and all Lots have been deeded to bona fide purchasers, provided Developer reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as it determines in its sole discretion.

2. GOALS.

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- (a) Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;
- (b) Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;
- (c) Enforcement of architectural controls and restrictions applicable to the Community;
- (d) Compliance with all zoning and similar governmental regulations applicable to the Community; and
- (e) Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Association, and the assessment and collection of funds to fulfill its objectives.

3. THE ASSOCIATION.

3.1. Purposes.

The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided. The purposes of the Association are to:

- (a) To own, repair, maintain, regulate the use of, and to have easements with respect to various facilities and amenities in the Community that benefit all of the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as designated to be Common Elements by Developer, and after the Turnover Date, by the Board;
- (b) administer and enforce the provisions of the Governing Documents; and
- (c) assess, collect and disburse funds necessary to fulfill these purposes.

3.2. Mandatory Membership.

Every Lot Owner shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provision of this Declaration, but as portions of the Additional Property or additional portions of the Community are subdivided and platted into Lots, and the Lots therein

subjected by amendments hereto to the plan hereof, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Governing Documents.

3.3. Powers; Authority; Duties.

The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

3.4. Other Agreements.

The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other community, subdivision and condominium associations and/or master associations pursuant to

which the Association agrees (i) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (ii) grant reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

3.5. Rules and Regulations.

The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property which is a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners for any infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof. In addition, the Board shall have the power to seek relief, including injunctive relief, in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

3.6. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

3.7. Managing Agent.

The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed one year and shall allow for termination by either party, without cause and without penalty, upon no more than ninety (90) days prior written notice.

3.8. Insurance.

- (a) Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements, against loss or damage

by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

- (i) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;
 - (ii) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;
 - (iii) shall be written in the name of the Association;
 - (iv) shall not be cancelled upon less than thirty (30) days notice to the Association; and
 - (v) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Owners.
- (b) Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements and the functions of the Association insuring the Association, the directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to the Association.
- (c) Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) officers' and directors' liability insurance, (c) workers' compensation insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Board deems necessary.

- (d) Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

3.9. Condemnation.

The Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any portion thereof. Each Member hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Members, as determined by the Board.

3.10. Books; Records.

Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

4. THE COMMON ELEMENTS.

Developer may, from time to time, at Developer's option, convey to the Association, for the use and benefit of the Association and the Owners and Occupants, real or personal property, or any interest therein, as part of the Common Elements, provided that property is free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, including, to the extent Developer so determines, those contained herein, and all other liens and encumbrances of record or otherwise affecting the property. All such Common Elements shall consist solely of property (i) benefiting two or more Lots, Owners, and/or Occupants in the Community, as the same may from time to time be constituted; or (ii) as required by zoning. In addition, the Developer may also grant such easements to the Association as the Developer, in its sole discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

5. ASSESSMENTS.

5.1. Types of Assessments.

Subject to the provisions of this Article, each Lot Owner, shall be subject to the following Assessments, which by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) covenants and agrees to pay to: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot.

5.2. Operating Assessments.

For the purposes of providing funds to pay:

- the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- the costs for insurance and bond premiums to be provided and paid for by the Association;
- the cost for utility services, if any, charged to or otherwise properly payable by the Association;
- the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Developer;
- the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

- (a) Initial Period. Commencing the first day of the first full month after a Lot with a dwelling constructed thereon has been conveyed by Developer to a home purchaser, each Lot Owner shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12). This amount may have been prepaid by the Developer and if so, a credit back to the Developer will be collected at the closing on the Lot.
- (b) Subsequent Calendar Year. Prior to January 1 (or a reasonable time thereafter) of each calendar year thereafter, the Board shall establish a budget for anticipated operating expenses for the next following Operating Assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in the Community that have had a dwelling constructed thereon and that have been conveyed to a bona fide home purchaser, and assess each such Lot and its Owner or Owners for the apportioned amount.
- (c) Due Dates. The Operating Assessments shall be due in monthly, quarterly, semi-annual, or annual installments, as the Board may determine. Except for the initial payment of Operating Assessments, notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to a Lot Owner not less than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

5.3. Special Assessments.

The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

5.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including attorneys' fees, incurred by the Association reasonably

determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against any Lot Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules. Upon its determination to levy an Individual Lot Assessment, the Board shall give the affected Lot Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Lot Assessment.

5.5. Remedies.

- (a) Acceleration. If any installment of an Assessment, or portion thereof, is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.
- (b) Late Charge. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of (i) the "prime rate" charged locally by a nationally recognized bank in the Columbus area plus five percent (5%) per annum or (ii) the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.
- (c) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law.
- (d) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any Officer, authorized agent or the Manager of the Association or its authorized representative. Upon the filing of the

certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

- (e) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.
- (f) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas in the county where the Subject Property is located for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.
- (g) Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (h) Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

6. MAINTENANCE.

6.1. Maintenance by Association.

Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep the Common Elements in good,

clean, attractive, and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements situated upon the Common Elements, including but not limited to the Reserves, any open spaces, signage, entranceways, community border areas, the maintenance, repair and replacement of any Additional Easement Areas (except as provided for in 6.5 below), and the maintenance, repair and replacement of all personal property used in connection with the operation of the Association.

6.2. Maintenance by Owner.

Each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of Improvements on and equipment and components located upon that Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements on such Lot. No Lot or other Improvement shall be permitted to become overgrown, unsightly or fall into disrepair. Each Owner shall maintain that Owner's Lot in accordance with the Rules and the requirements set forth by the Association as provided for herein.

6.3. Right of Association to Repair Lot.

In the event any Owner fails to maintain that Owner's Lot in the manner required herein, and that Lot remains in disrepair for a period of thirty (30) days after notification by Developer or the Association to said Owner, and if the Board or Developer determines that any maintenance of that Lot or Improvements thereon is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements, to preserve the value of the Community, or to comply with the Rules or the terms of this Declaration, then the Board or Developer may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance, and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred or, if performed by Developer, those expenses shall be reimbursed by the Owner to Developer.

6.4. Damage to Common Elements By Owner or Occupant.

In the event the need for maintenance or repair of any part of any Common Element is caused by the negligent or intentional act of any Lot Owner or Occupant, or that Person's licensees or invitees, or in the event any Common Element is damaged by any Owner or Occupant, or that Person's licensees, or invitees, then the Board may maintain, repair, and/or replace the same and the cost thereof shall constitute an Individual Lot Assessment against such Lot and its Owner. The determination that such maintenance, repair or replacement is necessary and/or has been caused so caused, shall be made by the Board in its sole discretion. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

6.5. Additional Easement Areas.

The Additional Easement Areas shown on Exhibit B attached hereto shall be maintained as follows: [*to be determined as necessary*].

7. ARCHITECTURAL STANDARDS.

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

7.1. Architectural Review Committee.

The Architectural Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three (3) members of the Architectural Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Architectural Review Committee. The Architectural Review Committee shall have the exclusive authority, by action of two (2) or more of the members thereof, at a private or public meeting, to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Architectural Review Committee. No Improvement shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Architectural Review Committee and otherwise complies with any zoning and building regulations and all provisions hereof.

7.2. Modifications.

Except as otherwise provided herein, the Architectural Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to a Lot. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct any porch, deck, patio, gazebo, or pool, modify any landscaping, install any signs or satellite dishes not otherwise permitted herein or by federal law, without the prior written consent of the Architectural Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Architectural Review Committee for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval.

7.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law, including but not limited to township zoning or county building regulations; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

7.4. Improvements by Developer.

Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Developer, its agents, or its successors and/or assigns shall be deemed to comply in all respects with this Declaration and the requirements of the Architectural Review Committee, and the Developer, its successors and assigns, shall have the exclusive right to approve the initial construction of a residence upon any Lot even following the Turnover Date.

7.5. Liability Relating to Approvals.

Neither Developer, the Association, the Board, the Architectural Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval or failure to approve the same. Every Person and Lot Owner who submits plans and/or specifications or otherwise requests approval from the Architectural Review Committee agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Lot Owner shall be responsible for ensuring that any Improvements constructed on their Lot comply with any zoning ordinances and any easements, covenants and conditions of record.

8. USE RESTRICTIONS.

The following restrictions and covenants concerning the use of each Lot and occupancy of Improvements thereon shall run with the land and be binding upon the Developer and every Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees:

8.1. Use of Lots.

Except as otherwise specifically provided in this Declaration, no dwelling on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, Specifically, no dwelling may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. In

addition, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached two car garage. No bi-level homes shall be permitted. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, such as a trailer, tent, shack, vehicle port, barn, pet dwelling including pet fenced in pet areas behind houses, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Developer or builders approved by Developer, for sales and construction management and related uses during the construction and sale of homes in the Community or home remodeling after initial construction. All homes shall comply with material standards as approved under the applicable zoning text and/or by Liberty Township or Union County for this Community and by the Architectural Review Committee.

8.2. Minimum Square Footages.

No dwelling shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

8.3. Use of Common Elements.

The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and/or enjoyment of the Owners and/or Occupants, and shall comply with the provisions of this Declaration and all other Governing Documents, and the laws of the State.

8.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Developer or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

8.5. Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Developer while marketing Lots and residences for sale; (ii) street and identification signs installed by the Association, Developer, or any governmental agency; (iii) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (iv) on any Lot, one

temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale; and (v) except to the extent preempted by federal law, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. No signs shall be placed in the Common Elements.

8.6. Animals.

Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a dwelling on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Owner or Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as “vicious” or “dangerous” pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Architectural Review Committee.

8.7. Nuisances.

No noxious or offensive trade or activity shall be permitted on any property in the Community or within any dwelling located on any Lot. No soil shall be removed for any commercial purpose.

8.8. Business.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a “home office” use is permitted, provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable Liberty Township regulations; (ii) an Owner or Occupant may maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business, make professional telephone calls or correspond in or from a residence; and (iii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Common Elements may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Developer and by builders and developers as approved by Developer, in its sole discretion, until

dwelling have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

8.9. Storage.

No storage buildings, barns or sheds of any kind are permitted on any Lot. This section shall not apply to any storage as may be necessary during the construction or remodeling of homes on the Lots.

8.10. Hotel/Transient Uses.

No Lot or Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.

8.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on any street or on any Lot in the Community (except in the attached garage) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms “truck” and “prohibited commercial vehicle” shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word “trailer” shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible

location on or in front of a Lot or residence for a period of time longer than thirty (30) days. After this time the vehicle, trailer or part shall be deemed to be a nuisance, and shall be removed.

8.12. Trash.

Except for the reasonably necessary activities of Developer during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than eight hours following the trash pick-up.

8.13. Antennae.

No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on a Lot, 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. Notwithstanding the foregoing, roof-mounted satellite dishes are to be limited to the maximum extent possible by law.

8.14. Utility Lines.

All new utility lines in the Community shall be underground, subject only to the exceptions required by governmental authorities having jurisdiction, utility companies, Developer, and the Board.

8.15. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. This section shall not apply during the construction of any homes on the Lots or to any Lot containing Developer's sales trailer.

8.16. Street Tree.

Developer may designate one or more trees as deemed necessary by Developer along the street in front of each Lot at a ratio of 1 tree per 40' on center as a "street tree". If Developer determines to designate street tree(s) then each Lot Owner agrees to care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree having a caliper greater than or equal to 2".

8.17. Mailbox.

Developer may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street

numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as the initial mailbox.

8.18. Yard Lights and Lamp Posts.

All yard lights and lamp posts, if any, shall conform to the standards set forth by the Architectural Review Committee. If a yard light or lamp post is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such yard light and/or lamp post with an identical yard light or lamppost, or if unavailable, with another of a like kind, design, pattern and color as the initial yard light and/or initial lamp post.

8.19. Fencing.

No perimeter fencing shall be allowed on any Lot. Fencing may be permitted for privacy around decks, patios, hot tubs, etc., and shall not exceed 42 inches in height, but may be required to include landscaping screening where utilized by the Architectural Review Committee. No chain link and no wire fencing shall be permitted. Fence posts may be no higher than 6 inches above the top rail, with the exception of fencing around swimming pool which shall be a minimum of 54 inches in height. Fences shall be at least 50% open. Pool fencing may be aluminum or wrought iron and must comply with applicable Township and County Codes. The Developer may install fencing as part of entry feature improvements and landscape buffering and/or screening along adjacent properties, which shall be maintained by the Association.

8.20. Swimming Pools/Hot Tubs.

No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this restriction shall not prohibit the installation of a hot tub that is properly screened. In the event that an in-ground swimming pool is permitted to be installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Section 8.19 to the contrary, provided such fence shall be subject to prior written approval of the Architectural Review Committee as to design and location on the Lot.

8.21. Compliance with Zoning.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or Liberty Township in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, and as such requirements may be amended or modified, is required by this Declaration.

8.22. Miscellaneous.

The following Improvements shall not be permitted on any Lot in the Community:

- (a) outdoor clotheslines;
- (b) window air conditioning units on any window facing a street;
- (c) wind turbines or similar wind-powered energy generating equipment;
- (d) solar panels

9. EASEMENTS AND LICENSES.

9.1. Easement of Access and Enjoyment Over Common Elements.

Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

9.2. Right of Entry for Repair.

The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots, for the purpose of exercising the Association's rights, or performing the Association's obligations as set forth herein. The Association may enter any Lot to remove or correct any violation of any provision hereof, or any Rule, or to maintain, repair, and replace the Common Elements and/or Additional Easement Areas, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of an emergency.

9.3. Easement for Utilities and Other Purposes.

The Board or Developer may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Developer may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

9.4. Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements and the Lots to perform their duties.

9.5. General.

Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

10. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by the occupants of that Owner's Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Association.

11. MISCELLANEOUS.

11.1. Term.

The provisions hereof shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the Recorder of Union County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than seventy-five percent (75%) of the voting power of all Members.

11.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Developer, any Owner, the Association, the Architectural Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation

reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

11.3. Amendments.

Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Developer may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such Additional Property is part of the Community. An amendment hereby made by Developer shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such Additional Property.

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Developer shall be required for any amendment or modification which affects Developer's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the County Recorder of the County in which the Community is located.

11.4. Developer's Rights to Complete Development.

Developer shall have the unrestricted right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) construct, maintain and operate model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Community, in compliance with Township regulations. Further, Developer shall have the right of ingress and egress through the streets, paths and walkways located in the Community for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained herein shall limit the rights of Developer or require Developer to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer; (ii) construct, alter, remodel, demolish, replace, or use any Improvements on any Common Elements or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property or Lot; or (iii) require Developer to seek or obtain the approval of the Association or the Architectural Review Committee for any activity or Improvement on any Common Elements or any property owned by Developer. Nothing in this Section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

11.5. Mortgagee Rights.

A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) Any proposed amendment of this Declaration;
- (b) Any proposed termination of the Association; and
- (c) Any default under the provisions hereof which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days following the date a notice describing a default is sent to an Owner.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

11.6. Indemnification.

The Association shall indemnify, defend and hold every Officer, Director, and agent of the Association harmless against any and all claims, liabilities, and expenses, including attorneys' fees, reasonably incurred by or imposed upon any Officer, Director, or agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or

having been an Officer, Director, or agent. The Officers, Directors, and agents of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Officers, Directors, and agents of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Officer, Director, and agent free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer, Director, or agent, or former Officer, Director, or agent may be entitled by law or the provisions of any other Governing Document.

11.7. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Developer, the Association, and the present and future Owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

11.8. Severability.

If any article, section, paragraph, sentence, clause or word herein is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

11.9. Enforcement; Waiver.

Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

11.10. Notices.

Notices, demands or other communications to an Owner shall be given in writing by personal delivery, or posting at the Lot if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in

writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

11.11. Exhibits.

The Exhibits hereto are a part of this Declaration as if set forth in full herein.

11.12. Construction.

In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

11.13. Captions.

The caption of each article, section and paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

11.14. Additional Disclosures.

[to be determined as necessary]

IN TESTIMONY WHEREOF, Developer has caused the execution of this Declaration on the date first set forth above.

DEVELOPER, INC.,
an Ohio corporation

By: _____/DRAFT/

STATE OF OHIO :
:
COUNTY OF UNION :

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by

_____, _____ of DEVELOPER, Inc., an Ohio corporation, on behalf of that corporation.

Notary Public

This instrument prepared by:
Thomas L. Hart, Esq.
ISAAC WILES BURKHOLDER & TEETOR LLC
Two Miranova Place, Ste. 700
Columbus, OH 43215
(614) 221-2121

EXHIBIT A

SUBJECT PROPERTY

EXHIBIT B

ADDITIONAL EASEMENT AREAS



**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

September 2nd, 2021

Public Service with integrity

Bradley Bodenmiller
LUC Regional Planning Commission
10820 St. Rt. 347, PO Box 219
East Liberty, Ohio 43319

Re: Pioneer Crossing, Phase 1
Final Plat Review

Brad,

We have completed our review for the above final plat, received by our office on August 24th, 2021. The construction drawings have been approved by our office. Construction work has commenced on site but has not been completed. As such, have required a performance bond/surety for the outstanding improvements. That bond has been received, but has not yet been approved by the Board of Union County Commissioners. In addition, we have the following comments on the plat:

1. Sheet 1 – Remove the two “County Commissioner” signature lines, as there are already three signature lines for the Commissioners to sign.
2. Sheet 1 – Add “Union” prior to the “County Engineer” signature line.
3. Sheet 1 – Remove one of the two “Union County Recorder” signature lines.
4. Sheet 1 – Replace “schools” with “streets” in the right of way dedication note.
5. Sheet 1 – Add the following language to the drainage easement description: “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.”
6. Sheet 2 – Remove Standard Deed Restriction Note #3.
7. Sheet 2 and 3 – The term “Easement” is defined on sheet 1 for the construction, operation, and maintenance of private utilities. There are several areas where drainage and/or sanitary/water utilities are within these easements and should be revised to the appropriate nomenclature.
8. Sheet 2 and 3 – Show the existing right of way on US 42. Per the agreement between the developer, ODOT and Union County, an additional 10’ of right of way is to be dedicated along US 42. The agreement stated that this can be done via subdivision plat, although it appears that a separate instrument is being put together to convey this right of way. Please clarify.

Due to the above outstanding comments, we recommend denial of the plat at this time. Should the above be resolved prior to next Thursday's Zoning and Subdivision Committee meeting and Executive Committee meeting, we reserve the right to change our recommendation.

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



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



9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

August 27, 2021

Bradley J. Bodenmiller, Director
LUC Regional Planning Commission
10820 St. Rt. 347
East Liberty, Ohio 43319

Re.: Pioneer Crossing Section 1 – Final Plat

Dear Mr. Bodenmiller,

I have received your notification of application for approval of the Final Plat known as Pioneer Crossing Section 1 – Final Plat. Based on the provisions of the Township Zoning Resolution, my comments are as follows:

1. Development Plan PD19-133 DP-01 was approved by the Board of Township Trustees to allow for development at the site. The proposed Final Plat complies with that approved Development Plan.
2. The 'Zoning' note on page 1 should read as follows: "Pioneer Crossing Phase 1" is zoned Planned Development District (PD), and should be developed in accordance with the applicable Regulation Text, and with the general provisions of the Jerome Township Zoning Resolution.
3. The Plat notes front yard, side yard, and rear yard setbacks on page 2 that are consistent with the approved Regulation Text and Development Plan and could only be changed by approval of a modification of the Regulation Text or a variance.
4. All building setback lines on corner lots should follow along with the curve of the right-of-way line of the intersecting streets. The radii of each curve should be identical of that of the applicable right-of-way line.
5. Staff requests that 'Note E' be combined with the first sentence in 'Note B', and further refined as follows: At the time of platting, Pioneer Crossing Phase 1 is subject to the applicable provisions of the Jerome Township Zoning Resolution, and the Township is the zoning authority. At the request of the zoning authority and in compliance with the Subdivision Regulations, this plat shows some of the applicable zoning regulations in effect at the time of the filing of this plat. Said zoning regulations are shown for reference only and should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the lands or title encumbrances of any nature except to the extent specifically identified as such. The applicable zoning regulations may change from time to time and should be reviewed with the zoning authority prior to the construction of improvements to determine the current applicable zoning regulations. The zoning setback regulations in effect at the time of platting are as follows:....
6. Please remove the line "Zoning Designation PD:..." as this information is found on page 1.
7. Please replace "Min. Lot Size:.." with "Min. Lot Area:...", in order to match the terminology and definitions provided for by the Zoning Resolution.
8. Please remove the term "Min." and redesignate each note as "Front Yard Setback", " Side Yard Setback, and "Rear Yard Setback", in order to match the terminology and definitions provided for by the Zoning Resolution.



9777 Industrial Parkway
Plain City, Ohio 43064
614-873-4480

Jerome Township Zoning Department

9. Please remove 'Note H'. Per the Township Zoning Resolution and other applicable law, the Township Board of Trustees has the power to acquire title to open space at their discretion. To date, no legislation has been passed to excise this power within this area. Zoning Department Staff have been instructed that the Board does not wish to exercise this power for 'Reserve A', but for additional information and comment, the applicant is suggested to contact Dir. of Departments/Fire Chief Doug Stewart. Assuming that this power is not excise, this area should be included within 'Note F' and maintained as such.

As per usual practice, I plan to attend the meeting of the Commission's Zoning & Subdivision Committee and will be available to answer any additional questions at that time.

Sincerely,

Eric Snowden
Zoning Inspector/Coordinator
Jerome Township, Union County, Ohio

Brad Bodenmiller

From: Kyle Hoyng <khoyng@marysvilleohio.org>
Sent: Wednesday, September 1, 2021 11:27 AM
To: Brad Bodenmiller
Cc: Chad Green
Subject: City of Marysville September LUC Comments

Brad

Here are the City of Marysville's comments for the September agenda items. Let us know if you have any questions or concerns.

Jerome Township Middle and Elementary School - Preliminary Plat Extension

1. No Comments

Pioneer Crossing, Phase 1 - Final Plat

1. We recommend that Sanitary Easements and (general) Easements be combined and labeled Utility Easements and have the following definition. Please update and change the utility provider names as necessary:
 1. WE THE UNDERSIGNED OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF MARYSVILLE, UNION RURAL ELECTRIC, FRONTIER COMMUNICATIONS, TIME WARNER CABLE, COLUMBIA GAS, AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEEES) A PERMANENT RIGHT-OF-WAY AND EASEMENT UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTOR AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT OR RELOCATE SUCH WATERLINES, SEWER LINES, UNDERGROUND ELECTRIC, GAS AND COMMUNICATION CABLE, DUCTS, CONDUITS, PIPES, GAS PIPELINES, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS DEEMED NECESSARY OR CONVENIENT BY THE GRANTEEES FOR DISTRIBUTING, TRANSPORTING, AND TRANSMITTING ELECTRICITY, GAS AND COMMUNICATION SIGNALS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEEES 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, 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.
2. Please provide a ten (10) foot easement for all public waterline locations.
3. Dimension all Sanitary and (general) Easement widths
4. On sheet 3 there are Sanitary Easements that are labeled Easement. This comment may go away if comment #1 above is addressed.

Kyle Hoyng, P.E.
City Engineer
City of Marysville, Ohio

209 South Main Street
Marysville, Ohio 43040
(937) 645-7358 (office)



Brad Bodenmiller

From: Ed Peper <epeper@ure.com>
Sent: Tuesday, August 31, 2021 10:41 AM
To: Brad Bodenmiller; Heather Martin
Cc: Matt Zarnosky; Beau Michael
Subject: Pioneer Crossing Phase 1: Final Plat,

Afternoon Brad,

I have looked at the final plat and noticed that there are no clear utility easements listed around the lots. Also, no utilities listed on the cover page.

Thanks,

Ed Peper
Engineer II

Union Rural Electric Cooperative, Inc.

15461 US Highway 36 | Marysville, Ohio 43040

Office: (937)645-9240

epeper@ure.com

www.ure.com



Staff Report – Urbana Township Zoning Amendment

Jurisdiction:	Urbana Township Zoning Commission c/o James Ward 2564 St Rt 54 Urbana, OH 43078 (937) 484-4148 Robert Thorpe 2117 S. U.S. Highway 68 Urbana, OH 43078 (937) 206-1444
Request:	<p>The Zoning Commission received an application to rezone a single parcel from Low-Density Residential (R-1) to Local Business District (B-1).</p> <p>Parcel(s) involved:</p> <ul style="list-style-type: none">• K-41-11-11-21-00-00400• K-41-11-11-21-00-00700 <p>Acreage proposed to be rezoned:</p> <ul style="list-style-type: none">• 1 acre +/- (1.146 acres according to provided survey) <p>Existing Use:</p> <ul style="list-style-type: none">• residential <p>Proposed Use:</p> <ul style="list-style-type: none">• business
Location:	<p>This parcel is located at 2071 U.S. 68, Urbana, OH. It is on the east side of U.S. 68 south of the City of Urbana in Urbana Township, Champaign County.</p>

Staff Analysis:	<p>Zoning Resolution</p> <p>The Zoning Resolution is comprehensive and it establishes zoning districts, and details the purpose and intent of each of those districts.</p> <p>The purpose of the Low Density Residential (R-1) District is to “provide land for single-family dwelling units not to exceed four dwellings per acre” (Zoning Resolution pp.33).</p> <p>The purpose of the Service Business (B-1) District is to “provide land for sales, service and repair establishments which require highway orientation or larger tracts of land not normally found in local business areas. A variety of</p>
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Staff Report – Urbana Township Zoning Amendment

convenience and shopping-type activities may be available in addition to service businesses” (Zoning Resolution, pp.33).

Comprehensive Plan

A comprehensive plan is a guide for decision-makers considering land use changes. The Champaign County Plan was last updated in 2020.

The Plan’s vision for land use is to advocate for land use decisions supportive of existing areas of development and industries, and protection of the County’s natural resources, rural character, and small-town atmosphere through careful decision-making. It encourages logical extension of utilities and land uses, recommending avoidance of relatively small rezonings within larger zoned areas. Ideally, this helps to contain sprawl and protect water quality and other natural features (County Plan, pp.111 & 134).

Vicinity Land Uses & Zoning

The applicant already operates a business, This Old Car, which is located on the south side of the property proposed to be rezoned. The use involves motor vehicle service, parts, and body work.

Heading south on US Highway 68 from Urbana, there are a mix of uses along the road. The predominant use is agriculture, but there are several small commercial uses on the east side of the road and large institutional uses on the west side of the road on County-owned land. Institutional uses include offices and a senior care facility.

The property involved in the rezoning request is on the east side of the road and the property’s current use is as single-family dwelling. Properties to the south have commercial components and those uses include landscaping, storage, nursery, and automobile work. North of the property is another single-family dwelling with pasture components.

In addition to the existing R-1 and B-1 zoning districts, the Rural (U-1) District. The U-1 District is intended for agriculture, conservation, very low density residential, and public and quasi-public purposes (Zoning Resolution, pp. 33).



Staff Report – Urbana Township Zoning Amendment

	<p>History</p> <p>In 2018, Urbana Township approved a rezoning of a lot from R-1 to B-1 that contained a dwelling. That lot is located between the commercial buildings of This Old Car and the current lot of the proposed rezoning. The proposed use was an expansion of business activities already conducted on the existing B-1 lots. LUC's recommendation of the 2018 rezoning was approval. The Township has indicated to LUC Staff that after the zoning amendment was approved the expansion of that business did not occur, and the dwelling still exists.</p> <p>Conclusion</p> <p>In this case, the cluster of businesses already exists and staff believes the existing business being expanded fits within the B-1 District purpose, however, the application only states "business" as a proposed use. Only certain business types are permitted or conditionally permitted in the B-1 District. Staff recommends that the Township request more information from the applicant as to the nature of the proposed business use before taking action on the amendment to ensure that the use is permitted or conditionally permitted in that district.</p>
Staff Recommendations:	Staff recommends APPROVAL of the proposed zoning amendment with the further recommendation that the Township request more information from the applicant as to the nature of the proposed business use before taking action on the amendment to ensure that the use is permitted or conditionally permitted in that district. This recommendation is based on the current land use pattern, Article VIII Establishment and Purpose of Districts in the Zoning Resolution, and the 2020 Champaign County Comprehensive Plan.
Z&S Committee Recommendations:	

Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

Zoning Parcel Amendment Checklist

Title: Zoning Township: Urbana

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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Description of Zoning Parcel Amendment Change(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Township point of contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Parcel Number(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Completed Zoning Amendment Application	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Applicant's Name and contact information	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Current Zoning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Proposed Zoning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Current Land Use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Proposed Land Use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Acreage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Zoning Text associated with proposed district(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Contiguous and adjoining Parcel Information, including Zoning District(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Any other supporting documentation submitted by applicant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

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

10820 St. Rt 347, PO Box 219
East Liberty, Ohio 43319

• Phone: 937-666-3431 •
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com

Date of Request.

8/23, 2021

Logan-Union-Champaign Regional Planning Commission
c/o Aaron Smith
PO Box 219
East Liberty, OH 43319
aaronsmith@lucplanning.com

RE: Zoning Parcel Amendment Application, Urbana Township, Champaign County

Amendment topic:
re-zoning parcel

Dear LUC Regional Planning Commission Committee Members:

The Urbana Township Zoning Commission received a Zoning Parcel Amendment Application. The Application proposes an alteration to the Zoning Map.

Description of Zoning Text Amendments.

The acreage involved is 1 acres. The parcels involved are: R 41-11-11-21-00-00400

The existing zoning is: R1. R-41-11-11-21-00 007 00

The existing land use is: residential.

The proposed zoning is: B1.

The proposed land use is: Business.

Public Hearing.

The Urbana Township Zoning Commission of Champaign County, Ohio, will tentatively hold a public hearing concerning the proposed amendments at 7:00 PM on September 14, 2021, in the Urbana Township Hall.

Point of Contact.

Please consider me Urbana Township's point of contact for this matter. My contact information is below:

James Ward
(937) 484-4148

Sincerely,

APPLICATION FOR ZONING AMENDMENT

Urbana Township
Champaign County, Ohio

Application # 137

The undersigned, owner(s) of the following legally described property hereby request the consideration of change in zoning district classification as specified below:

1. Name of Applicant(s) Robert Thorpe
Mailing address 2117 S. US Hwy. 68

Telephone 937-206 1444
 2. Locational description: Section 21 Range 11 Township 5
OR Virginia Military Survey Number _____
Lot # _____
(If not located in a platted subdivision or community attach a legal description)
 3. Existing use residential
 4. Proposed use business
 5. Present zoning district R1
 6. Proposed zoning district B1
 7. Supporting information: Attach the following items to the application.
 - (a) A vicinity map showing property lines, streets (roads) and existing and proposed zoning.
 - (b) A list of all property owners within, contiguous to and directly across the street (road) from the the proposed rezoning area if ten or fewer parcels are proposed for rezoning.
- 8/23/21 Date [Signature] Applicant's Signature

For Official Use Only
Zoning Commission

Date filed _____

Date of Public hearing _____

Date of notice in newspaper _____

Date of notice to adjacent property owners _____

Fee paid \$ _____

Recommendation of Zoning Commission: Approval _____ Denial _____

If denied, state reason: _____

Date _____ Zoning Commission

Chairman

Township Trustees

Date of recommendation received from Zoning Commission _____

Date of Public hearing _____

Date of notice in newspaper _____

Action by township trustees: Approval _____ Denial _____

If denied, state reason: _____

Date _____

Clerk, Township Trustees

Paul Dwayne Carel Ropp
53 No Mutual Union Rd.
Cable, Ohio 43009

and Kevin
Andrew, Crist trustee
111 Campground Rd.
Urbana, Ohio 43078

Champaign County Infirmary
15125 US Hwy 68 Suite A100
Urbana, Ohio 43078

Robert Thorpe
2117 S. US Hwy 68
Urbana, Ohio 43078

Transferred 6-8-21
Fee(ORC 319.202) 120.00
Conveyance 21-0397
Exempt _____
Deputy K. Bailey
Karen T. Bailey, Auditor
Champaign County, Ohio



202100003184 Pages: 2
Filed for Record in CHAMPAIGN County, Ohio
Glenda L. Bayman, Recorder
06/08/2021 01:44 PM Recording Fees: \$34.00
WARNTY DEED OR 578 / p3869 - p3870

General Warranty Deed

(Statutory Form O.R.C. 5302.05)

LOWELL NEWMAN, Unmarried, of Champaign County, Ohio, for valuable consideration paid, grants with general warranty covenants to **ROBERT J. THORPE**, whose tax mailing address is 2117 S. US Highway 68, Urbana, OH 43078, the following real property:

SEE ATTACHED EXHIBIT "A"

Parcel Number: K41-11-11-21-00-004-00 & K41-11-11-21-00-007-00

Prior Instrument Reference: Volume 503, Page 1080

Executed this 27 day of May, 2021.


LOWELL NEWMAN

State of Ohio, Champaign County, SS.

On this 27 day of May, A.D. 2021, before me, a Notary Public in and for said County, personally came **LOWELL NEWMAN**, Unmarried, the grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.



Lori L. Rose

Executed this 27th day of May, 2021.


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State of Ohio, Champaign County, SS.

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Witness my official signature and seal on the day last above mentioned.



Lori L. Rose
Notary Public, State of Ohio
My commission expires Oct. 1, 2025


Notary Public

This instrument prepared by:
Dana M. Zook, Attorney at Law
117 West Court Street, Urbana, Ohio 43078

EXHIBIT "A"

Being situate in the State of Ohio, County of Champaign, Township of Urbana, and being a part of the Northwest Quarter of Section 21, Town S, Range 11, B.T.M.R.S., and being more particularly described as follows:

Beginning for reference at a Railroad Spike found at the intersection of the centerlines of Camp Ground Road (Twp. Hwy. 93) (60' right-of-way) and U.S. Route 68 (variable width right-of-way);

thence with the centerline of U.S. Route 68 and a curve to the right having a Delta of $1^{\circ}29'04''$ and a Radius of 5729.60'(feet), and Arc distance of 148.44'(feet) to a P.K. Nail found, the Chord of which bears S- $25^{\circ}28'08''$ -W, 148.44'(feet);

thence continuing with the centerline of U.S. Route 68, S- $27^{\circ}20'12''$ -W, 239.65'(feet) to a Mag Nail set at the **PRINCIPLE PLACE OF BEGINNING** for the tract hereinafter described, also being at the Southwest corner of a 3.335 acre tract conveyed to Andrew D. Crist, Trustee, by deed recorded in Official Record 519, Page 1209;

thence with the South line of the 3.335 acre tract, S- $83^{\circ}23'02''$ -E, 256.08'(feet) to an iron bar set at the Northwest corner of a 16.600 acre tract conveyed to Andrew D. Crist, Trustee, by deed recorded in Official Record 19, Page 1207, passing for reference an iron bar set on the right-of-way line of U.S. Route 68 at 42.77'(feet);

thence with the West line of the 16.600 acre tract, S- $5^{\circ}09'13''$ -W, 363.13'(feet) to an iron bar found at the Northeast corner of a 3.50 acre tract conveyed to Paul Dwayne Ropp Caryl by deed recorded in Official Record 564, Page 1564, passing for reference an iron pipe found at 128.91'(feet);

thence with the North line of the 3.50 acre tract, N- $83^{\circ}26'25''$ -W, 105.19'(feet) to an iron pipe found at the Southeast corner of a 1.03 acre tract conveyed to Robert J. Thorpe by deed recorded in Official Record 51, Page 342;

thence with the East line of the 1.03 acre tract and with the East line of two 0.34 acre tracts conveyed to Robert Thorpe by deed recorded in Official Record 288, Page 833, N- $27^{\circ}21'03''$ -E, 250.17'(feet) to an iron pipe found at the Northeast corner of the two 0.34 acre tracts;

thence with the North line of the two 0.34 acre tracts, N- $83^{\circ}18'48''$ -W, 297.44'(feet) to a Mag Nail set on the centerline of aforementioned U.S. Route 68, passing for reference the right-of-way line of U.S. Route 68 at 254.69'(feet) and an iron pipe found at 257.95'(feet);

thence with the centerline of U.S. Route 68, N- $27^{\circ}20'12''$ -E, 137.69'(feet) to the place of beginning.

Containing 1.146 acres, 0.126 acre of which is within the Road right-of-way, but being subject to the rights of all legal highways and all easements of record.

Being a more accurate description of all of a 0.896 acre tract conveyed to Lowell Newman by deed recorded in Official Record 503, Page 1080, Parcel One, and all of a 0.85 acre tract conveyed to Lowell Newman by deed recorded in Official Record 503, Page 1080, Parcel Two, of the Champaign County Records.

The foregoing description prepared by and in accordance with a survey by William D. Edwards, Professional Surveyor No. 7574, May 20, 2021. All iron bars set are $5/8"$ x30" iron re-bar with a yellow plastic cap stamped "EDWARDS PS 7574". Bearings are based on the centerline of U.S. Route 68 per an assumed bearing of S- $27^{\circ}20'12''$ -W.

Parcel Numbers: Combination of K41-11-11-21-00-004-00 &
K41-11-11-21-00-007-00

Approved by William D. Edwards

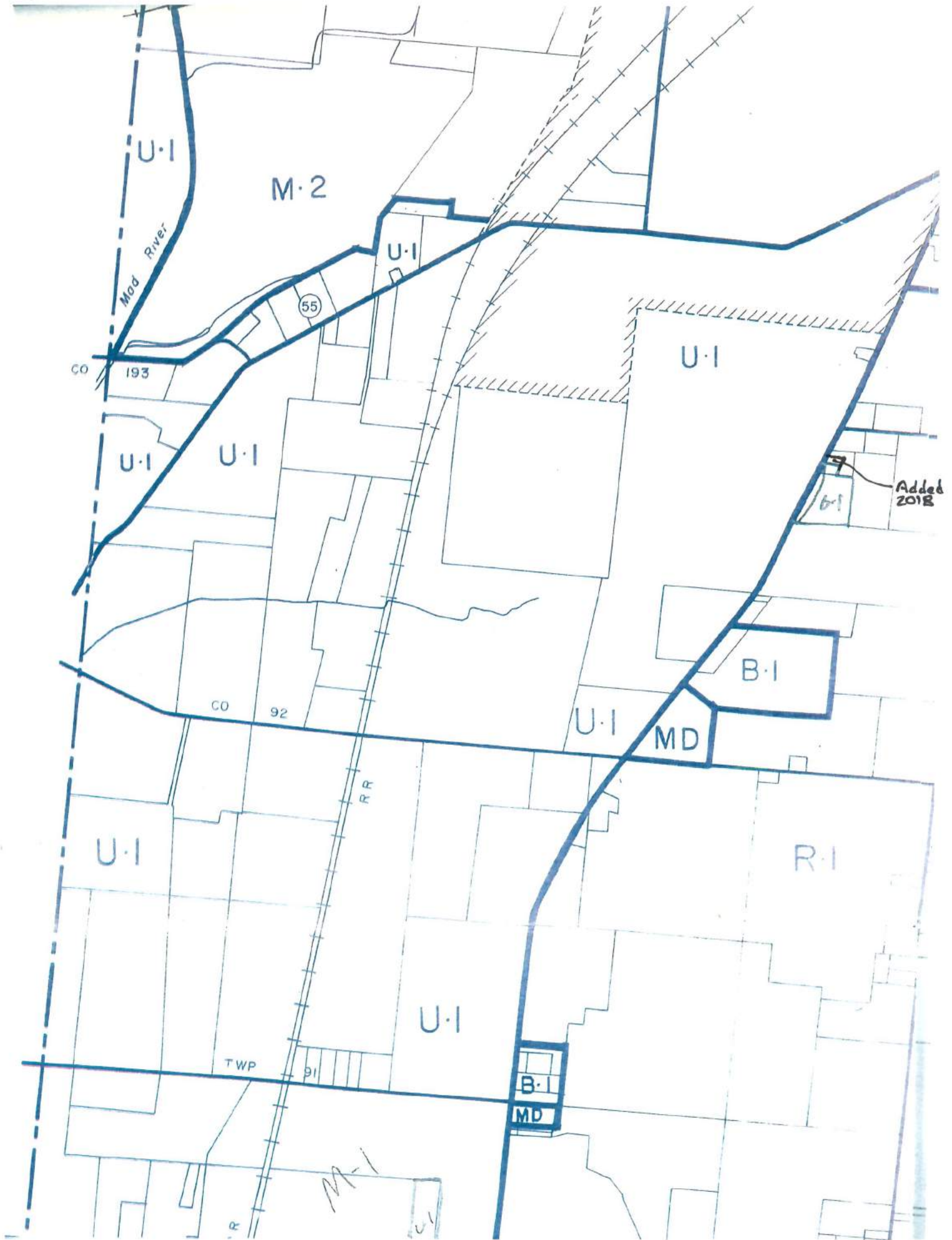
By Rachelle Ward

Date June 4, 2021

Tract(s) 1.146 acres

202100003184

PEOPLES SAVINGS BANK
PICK UP BOX



ARTICLE VIII – ESTABLISHMENT AND PURPOSE OF DISTRICTS

Section 800 Intent.

The following zoning districts are hereby established for the township. For the interpretation of this Resolution, the zoning districts have been formulated to realize the general purposes as set forth in the Preamble of this Resolution. In addition, the specific purpose of each zoning district shall be as stated.

Section 810 Rural District (U-1).

The purpose of the rural district is to provide land which is suitable or used for agriculture, conservation, very low density residential and public and quasi-public purpose. Very low density residential land use refers to farm housing units and isolated residential developments not requiring a major plat under the County's Subdivision Regulations. (A major plat consists of 6 or more lots). Some residential, commercial and industrial development may be permitted as conditional uses under Section 560.

Onsite water and sewer facilities are permitted provided such facilities comply with the County Health Department's regulations. Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 811 Low Density Residential District (R-1).

The purpose of the low-density residential district is to provide land for single family dwelling units not to exceed four dwelling units per acre with a central sewerage system. This district shall also include land that is subdivided which requires a major plat under the County's Subdivision Regulations. (A major plat consists of 6 or more lots). Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 812 High Density Residential District (R-3).

The purpose of the R-3 District is to permit the establishment of high-density multi-family dwellings not to exceed 16 dwelling units per gross acre. Single-family and manufactured dwellings are also permitted in this district. Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 813 Service Business District (B-1).

The purpose of the B-1 District is to provide land for sales, service and repair establishments which require highway orientation or larger tracts of land not normally found in local business areas. A variety of convenience and shopping-type activities may be available in addition to service businesses. Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 814 Light Manufacturing District (M-1).

The purpose of the M-1 District is to provide land for manufacturing or industrial type facilities which are relatively clean, quiet and free of objectionable elements such as noise, odor, dust, smoke, etc.; operate mostly within closed structures; and do not generate as much traffic as would be found in the heavy manufacturing district. Specific permitted and conditional uses are listed on the Official Schedule of District Regulations.

Section 815 Heavy Manufacturing District (M-2).

The purpose of the M-2 District is to provide land for major manufacturing, processing, storage, warehousing, mineral extraction, research and testing facilities, and similar operations. These activities usually require large sites, extensive community services, have large, open storage and service areas, generate greater industrial traffic than in the M-1 district, but create

U.S.

P.O.B.

S 83°23'02"E 256.08'

1.146 AC.

(0.126 AC. RW)
(1.020 AC. NET)

LOWELL NEWMAN
0.896 AC.
O.R. 503, P. 1080
PARCEL ONE
(0.835 AC.)

N 83°18'48"W 297.44'

RW at 42.75'
I. PIPE at 39.49'

42.75'

ROBERT THORPE
0.34 AC.
O.R. 288, P. 833

ROBERT THORPE
0.34 AC.
O.R. 288, P. 833

ROBERT J. THORPE
1.03 AC.
O.R. 31, P. 342

PAUL DWAYNE ROPP CARYL
3.50 AC.
O.R. 564, P. 1564

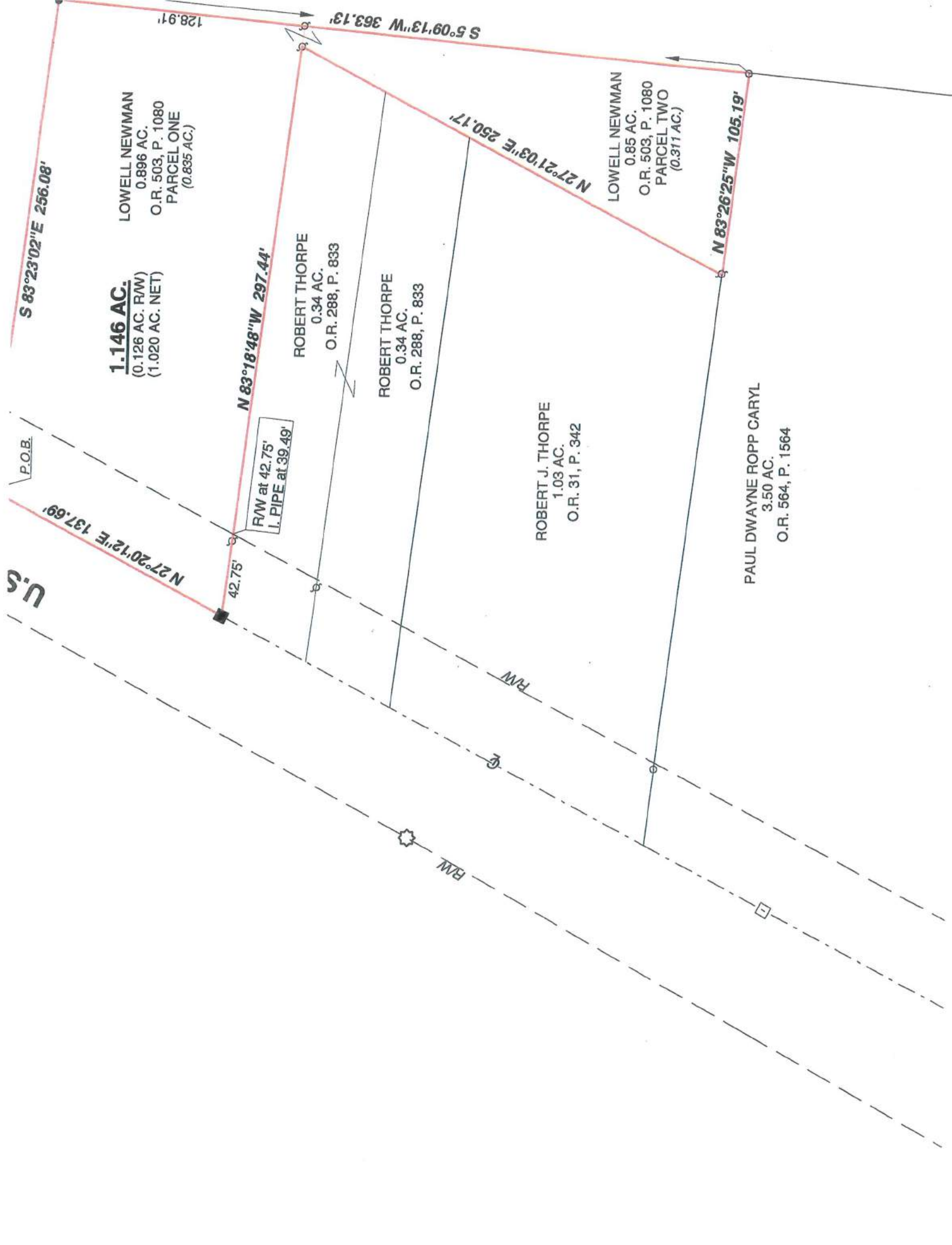
LOWELL NEWMAN
0.85 AC.
O.R. 503, P. 1080
PARCEL TWO
(0.311 AC.)

N 27°21'03"E 250.17'

N 83°26'25"W 105.19'

S 5°09'13"W 363.13'

128.91'



OFFICIAL SCHEDULE OF DISTRICT REGULATIONS
Urbana Township,
Champaign County

ZONING DISTRICTS (Symbols as used on the Official Zoning Map)	MINIMUM LOT SIZE			MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED (Principal and Accessory Buildings)	MINIMUM FLOOR AREA (Square Feet)	MAXIMUM HEIGHT OF (PRINCIPAL) BUILDINGS		MINIMUM YARD DIMENSIONS (feet)			
	Square feet/household		Frontage (Width) (Feet)					Front	Side Yards		Rear
	With On-Site Sewage Treatment	With Group or Central Sewage Treatment							One Side Yard	Sum of Side Yards	
1	5	6	7	9	10	11	12	13	14	15	16
U-1 RURAL DISTRICT	43,560		150	25%	1,300	2 1/2	35	50	20	40	30
R-1 LOW DENSITY RESIDENTIAL DISTRICT	43,560		150	25%	1,300	2 1/2	35	50 (35)	20 (10)	40 (20)	30 (30)
		10,800	80								
MEDIUM DENSITY (MD/R-3) RESIDENTIAL DISTRICT	14,520		90	30%	575	3	40	25	8	20	30
		2,700									
B-1 SERVICE BUSINESS	43,560	15,000	150 100	50%	none	3	40	30	none	none	20
M-1 LIGHT MANUFACTURING	43,560	15,000	150* 100	40%	none	4	50	50	10	30	30
M-2 HEAVY MANUFACTURING DISTRICT	130,000	40,000	200 150	50%	none	4	60	80	20**	50**	40**



Champaign County Ohio
Karen T. Bailey, Auditor - Stephen McCall P.E., P.S.,
Engineer



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Zoning & Subdivision Committee

Thursday, September 9, 2021

The Zoning and Subdivision Committee met in regular session on Thursday, September 9, 2021, at 12:50 pm.

Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Tyler Bumbalough, Scott Coleman, Wes Dodds, Ashley Gaver, Steve McCall, Heather Martin, Bill Narducci, Tammy Noble, Steve Robinson, Tom Scheiderer, Aaron Smith, and Andy Yoder. Absent member was Jeff Stauch.

Guests included: Tim Cassady, Champaign County Commissioner; Bob Corbett, Champaign County Commissioner; Mark Robinson, Logan County Commissioner; Beau Michael, URE; George Showalter, Village of Richwood; Eric Snowden, Jerome Township; Andy Kushmeider, EMH&T; and Kevin Kershner, Kimley-Horn.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Tom Scheiderer moved a motion to approve the minutes from the August 12, 2021, meeting as written and Wes Dodds seconded. All in favor.

1. Review of Jerome Township Middle and Elementary School Preliminary Plat Extension (Union County) – Staff Report by Brad Bodenmiller
 - Andy Kushmeider – We're close to submitting the final plat. We'll be submitting this month for October's meeting.
 - Andy Yoder moved a motion to recommend accepting staff's recommendation of approval of the Jerome Township Middle and Elementary School Preliminary Plat Extension with the conditions as outlined in the Staff Report and Steve McCall seconded. All in favor.
2. Review of Pioneer Crossing Phase 1 Final Plat – Staff Report by Brad Bodenmiller
 - Brad Bodenmiller – The applicant provided a revised Plat, which was shared with the reviewing agencies who submitted comments. There are outstanding items in need of addressing from the Engineer's Office, Marysville, Jerome Township, and URE. The outstanding comments are related to easements and a small text change.
 - Bill Narducci – To piggyback on what Brad said, we had a series of comments and they've addressed all but one. The one remaining issue is the right of way to the state. They were going to dedicate ten additional feet of right away to the state and it was supposed to be part of the plat. Kevin stated they're going to do it from a different instrument separate from the plat. I'd like to hear from URE



Logan-Union-Champaign regional planning commission

Director: Bradley J. Bodenmiller

and the City to see if they're okay with it proceeding. We have the means of holding onto the plat to make sure everything's been addressed.

- Scott Coleman – So you will not allow the plat to be recorded until after the right of way is transferred?
 - Bill Narducci – I don't necessarily have an issue with that; it does seem the intention is to dedicate the right of way.
 - Kevin Kershner – We thought it would be easier to transfer the right of way to the state with a separate instrument instead of the state signing the plat. That's how we do it. We're working with the right of way manager with ODOT District 6. It will be recorded prior to the final plat.
 - Beau Michael – I spoke with Matt Zarnosky at URE and we're ok with the approval with conditions. It just looks like there were some overlapping easements.
 - Kevin Kershner – We're ok with an approval with conditions. We don't see any issues of working through these conditions. Labeling is an issue on the plat, it's not new.
 - Eric Snowden spoke regarding the note he wants added. He wanted the applicant to know of it. He reports it looks like the applicant is unaffected by his requirement, but he wanted them aware of it.
 - Brad Bodenmiller – The Marysville City Engineer also had comments about easements shown. He's not here to speak on it, but should be for Executive Committee.
 - Bill Narducci moved a motion to recommend conditional approval of the Pioneer Crossing Phase 1 Final Plat, that the four entities are comfortable with the adjustments to come and Tyler Bumbalough seconded. All in favor
 - Brad Bodenmiller clarified that a new plat would be submitted with the changes and that he will get an email confirmation from the four entities approving it.
3. Review of Urbana Township Zoning Parcel Amendment – Staff Report by Aaron Smith
- Steve Robinson moved a motion to recommend approval of the Urbana Township Zoning Parcel Amendment with staff comments and Wes Dodds seconded. All in favor with Tyler Bumbalough abstaining.

The Zoning and Subdivision Committee adjourned at 1:12 pm with Steve McCall moving a motion to adjourn and Andy Yoder seconded. All in favor.

10820 St. Rt. 347, PO Box 219

East Liberty, Ohio 43319

• Phone: 937-666-3431 •

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