

ORDINANCE 2019-03

AN ORDINANCE AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH KEAVIN R. HILL, TRUSTEE OF THE KEAVIN R. HILL REVOCABLE TRUST AND MARONDA HOMES, INC. OF OHIO

WHEREAS, the Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust. owns approximately 32.2 +/- acres in Scioto Township which is contiguous with the boundaries of the Village; and

WHEREAS, Maronda Homes Inc. of Ohio, desires to purchase and develop the approximately 32.2 +/- acres owned by the Landowners; and

WHEREAS, the Village has negotiated a written Pre-Annexation Agreement with the Landowners and Maronda Homes Inc. of Ohio, Inc. setting forth each party's respective rights and duties; and

NOW THEREFORE, be it resolved by the Council of the Village of Commercial Point, Pickaway County, Ohio, a majority or more of the members elected thereto concurring that:

SECTION 1: The Council of the Village of Commercial Point hereby authorizes and directs the Village Administrator and/or Mayor to enter into a Pre-Annexation Agreement in a form substantially similar to the Pre-Annexation Agreement hereto attached as Exhibit "A" and incorporated herein by reference, to provide for annexation of the approximately 32.2 acre parcel owned by Landowner and to be purchased and developed by Maronda Homes Inc. of Ohio.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Vote on Suspension of Readings:

Motion by: _____ 2nd _____

Roll Call:

____ Laura Wolfe
____ Aaron Grassel

____ Ben Townsend
____ Bruce Moore

____ Jason Thompson
____ Scott O'Neil

Vote on Passage of the Ordinance:

Motion by: Scott O'Neil 2nd Bruce Moore

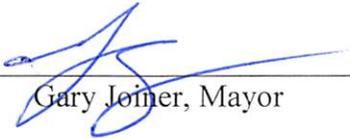
Roll Call:

Yes Laura Wolfe
Yes Aaron Grassel

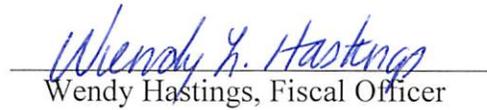
Yes Ben Townsend
Yes Jason Thompson

Yes Bruce Moore
Yes Scott O'Neil

Adopted this 20th day of May, 2019.



Gary Joiner, Mayor



Wendy Hastings, Fiscal Officer

Approved as to Form:



Frost Brown Todd LLC, Village Solicitor

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the "Agreement") is entered into, by and among The Village of Commercial Point, Ohio, an Ohio municipal corporation (the "Village"); Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust dated July 2, 2004 (the "Landowner"); and Maronda Homes, Inc. of Ohio, an Ohio corporation (the "Developer") (collectively, the "Parties").

I. Purpose

Landowner is the owner of six (6) parcels of land consisting of approximately 32.2+/- acres (collectively, the "Property"), currently known as Pickaway County Auditor Tax Parcel Id. No's: L27-0-001-00-457-00, L27-0-001-00-458-00, L28-0-006-00-024-00, L28-0-006-00-024-01, L28-0-006-00-039-00, and an unidentified parcel consisting of approximately 0.38 acres. L27-0-001-00-457-00 and L27-0-001-00-458-00 are located in unincorporated Scioto Township, Pickaway County, Ohio (the "Township Parcels"), and the remaining four (4) parcels are located in the Village (the "Village Parcels"). The Property is more fully described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

The Developer desires to annex the Township Parcels into the Village. The Township Parcels are depicted in the annexation plat attached hereto as **Exhibit "B"** and incorporated herein by this reference.

Landowner has contracted with Developer for the sale of the Property in order for the Developer to develop and build a 97 +/- single family lot development, together with related subdivision improvements, on the Property (collectively, the "Development"). In general, the Township Parcels would benefit from Village services including, but not limited to, sanitary sewer, water, police protection, refuse service and planning and zoning services. As described in

more detail in the following sections of this Agreement, the Village can offer its municipal services to the entire Property once the Township Parcels are annexed to the Village.

II. Terms and Conditions

Now, Therefore, in order for the Parties to gain the benefits described herein, the Parties agree as follows:

1. Purpose. The Purpose set forth above is true and correct and is hereby incorporated by reference as though fully rewritten herein.
2. Annexation Petition. The Landowner and Developer will prepare an annexation petition for the purpose of seeking annexation of the Township Parcels into the Village. Landowner will sign the annexation petition agreeing to request annexation of the Township Parcels into the Village pursuant to Ohio Revised Code Section 709.023 and appointing Donald T. Plank, Esquire as the petitioner's agent in connection with the annexation petition. The annexation petition may be filed only for the Township Parcels or, at the Village's request, may be filed as a joint annexation petition with other parcels so long as all other parcels so joined are supported by one hundred percent (100%) of the owners of each parcel, and the joinder of any such additional parcels will in no way affect the agreements of the Parties memorialized in this Agreement. The petition will be filed with the Pickaway County Commissioners (the "Commissioners"). The Parties agree that all costs and expenses in annexing the Township Parcels will be borne by Developer. Should Village desire for its own attorney to represent its interests with regard to the annexation petition, those costs will be borne by the Village. Once this Agreement is signed and accepted by the Village, Landowner agrees that it will not remove its name from the petition and will continue to support the annexation to the Village throughout

the entire annexation process, including any appeal or court action; provided however, Landowner's continued cooperation in the annexation of the Township Parcels shall be subject to and conditioned upon the Village's performance of its duties and obligations as memorialized in this Agreement. Landowner and Developer will provide statutorily required affidavits to the Village for presentation to the Commissioners in support of the Annexation and, if necessary, Landowner, Developer, or Village, and/or their respective agents or assigns, will testify at the request of each other regarding the merits of the annexation at a hearing held before the Commissioners or subsequent court hearings.

3. Service Resolution. Pursuant to R.C. Section 709.03(D), the Village agrees to timely enact the appropriate Village Service Resolution for the annexation stating the municipal services that will be provided to the area sought to be annexed. The Village agrees to provide witnesses for the hearing before the Commissioners and to provide affidavits in support of its Service Resolution, if necessary.

4. Zoning. The Township Parcels are currently zoned Agriculture Estate District (AG) under the Scioto Township Zoning Resolution. The Village Parcels are currently zoned R-3 and EU under the Village Zoning Code. Contemporaneously with, or shortly after, the Village accepts the Township Parcels into the Village, the Parties agree that the Township Parcels and the Village Parcels will be rezoned to a Planned Residential District ("PRD") zoning. The PRD will, among other things, permit the Developer's intended use as a single-family lot development and allow for related improvements to support such use on the Property as a principal permitted use along with the development standards set forth in the draft of the Development Standards Text (the "Zoning Text"),

attached hereto as **Exhibit "C"**, and the installation of streets, drainage facilities, shared use paths and other improvements as depicted on the preliminary plan (the "Preliminary Plan") attached hereto as **Exhibit "D"**. The Village Administration agrees that it will expeditiously process the application to re-zone the Property to the PRD zoning classification.

The Village Administration has reviewed the Zoning Text and Preliminary Plan and supports the lot density and lot sizes set forth in the Zoning Text and agrees in principle with the development standards set forth in the Zoning Text and the site layout as depicted on the Preliminary Plan, and will support the rezoning of the Property before Village Council to the PRD zoning classification. Developer acknowledges that the rezoning of the Property to the PRD zoning classification is a separate legislative process and that this Agreement does not bind Village Council in its consideration of the ordinance relative to the rezoning of the Property.

- a. Public Open Space. The PRD zoning classification requires a minimum of twenty percent (20%) of the net acreage (gross acreage minus publicly dedicated streets) of the site be set aside as open space. As currently configured, the 4.87 acres of open space is 18.69% of the net acreage. To address the open space deficit, Developer shall make the following infrastructure improvements:
 - i. Construct a six foot (6') to eight foot (8') asphalt multi-use path through the open space connecting the Property's sidewalk system: (i) to 3rd Street and Harsh Alley, and (ii) to West Scioto Street, as depicted on the Preliminary Plan. The Harsh Alley connection is intended to provide safe pedestrian access to the Village's commercial area on East Scioto Street.

The West Scioto connection is intended to provide safe pedestrian access to Scioto Elementary School.

- ii. Provided permission is granted by the school district and with the Village's cooperation, relocate the access drive to Scioto Elementary School to line up with the site's proposed access to West Scioto Street.

5. Acceptance of Annexation/Detachment of Property. The Village understands it will have one hundred twenty (120) days to accept the annexation after the annexation petition has been approved by the Commissioners and a copy of the record is filed with the Clerk of Village Council ("Council") and laid before Council for a waiting period of a minimum of sixty (60) days (ORC Section 709.04). At the request of Developer, the Village Administration agrees to delay acceptance of the annexation until legislative approval of the re-zoning can be accomplished contemporaneously with the acceptance of the annexation. If, for any reason, the re-zoning ordinance, development plan, and/or development standards cannot be approved in a form or substance acceptable to Developer, in its sole discretion, and in a form substantially similar to the attached Zoning Text and Preliminary Plan, the Village Administration agrees, at the request of Developer and/or Landowner, to permit Landowner to withdraw its request for Council to accept the annexation and/or to forbear from acceptance of the annexation by allowing the one hundred twenty (120) day period to expire, thus effectively rejecting the annexation of the Township Parcels.

If the annexation approval occurs prior to or other than concurrently with the legislative approval of the re-zoning, development plan, and/or development standards, and the re-zoning, development plan, and/or development standards are subsequently not

approved to Developer's satisfaction and in accordance with the Zoning Text and Preliminary Plan (or as it may be modified acceptable to Developer in Developer's sole discretion) or is referred to the electorate or a building or other moratorium or restriction is enacted which would limit Developer's use of the Property, Village agrees, at Developer's request: (1) to reconsider the ordinance accepting the annexation, and to rescind, repeal and reject the annexation approval within fourteen (14) days of the date of the disapproval or unacceptable action on the re-zoning, development plan, and or development standards or referral to a vote of the electorate or the enactment of the building or other moratorium or restriction, at the request of Developer and/or Landowner; or (2) to cooperate with Developer and Landowner to have the Township Parcels detached/de-annexed from the Village, and to consent to and not oppose any Landowner's petition to detach/de-annex the Township Parcels from the Village and take any other action provided by law to detach or de-annex the Township Parcels.

6. Off-Site Improvements.

- a. Traffic. Developer shall be responsible for Developer's share of the costs and expenses for the construction of roadway infrastructure improvements outside the boundaries of the Property attributable to the Development as determined by the traffic study recommendations approved by Developer and Village.
- b. Utilities. Developer acknowledges that the Village is expanding its water and sanitary sewer capacity in order to accommodate the increased utility demand caused by new developments in the Village, including the Development. Since the utility expansion results from new development, it is reasonable and fair that the new

developments participate in the cost of that expansion. In that regard, the Village and Developer agree to the following:

- i. In addition to the Village's established sanitary sewer and water tap fees, Developer shall pay \$2,800 per platted lot to the Village, (the "Infrastructure Payment"), for sanitary sewer infrastructure upgrades necessary to upsize and/or replace the existing trunk line down stream of the Property and running from the Walker Road lift station to Gibson Road (the "Trunk Line").
- ii. On the date of each of the Developer and Village's preconstruction meetings pertaining to the Property (the "Precon Date"), Developer shall: (a) pay to the Village Infrastructure Payments equivalent to ten (10) platted lots, and (b) purchase ten (10) water taps and ten (10) sewer taps (collectively, the "Tap Fees").
- iii. On each anniversary date of each Precon Date, the Developer shall pay Infrastructure Payments and Tap Fees for ten (10) lots as depicted on a recorded final subdivision plat of a section of the Property (the "Plat") until all Tap Fees and Infrastructure Payments for the lots depicted on the Plat are paid. No Plat shall contain less than forty (40) lots. The total payments for all lots approved on the Preliminary Plan of the Property shall be made by the tenth anniversary of the initial Precon Date.

- iv. The Developer shall provide to the Village a Bond, (the "Bond"), in favor of the Village, to secure the unpaid Tap Fees and Infrastructure Payments for the lots depicted on each Plat.
- v. It is understood that the Village provides utility services on a first-paid, first-serviced basis provided however, the Village shall reserve to Developer all Tap Fees secured by a Bond.
- vi. The Village shall escrow and expend the Infrastructure Payments on the Trunk Line.
- vii. Through the term of this Agreement, the Village shall charge Developer the standard tap fee for sewer and water service charged within the municipal boundaries of the Village, in effect at the time of the posting of the Bond set forth in Section 6 (b) (iv) for each lot depicted on a Plat.

7. On-Site Improvements. Developer is responsible, at Developer's sole cost and expense, for the construction of all improvements within the boundaries of the Property necessary to serve the Development (the "On-Site Improvements"). In addition to those On-Site Improvements necessary to serve the Development for the uses permitted by the zoning, Developer shall be responsible for the following On-Site Improvements:

- a. Construction and maintenance of the proposed Reserve "A", as depicted on the Preliminary Plan.
- b. Construction and maintenance of the proposed 1.3 +/- acre pond as depicted on the Preliminary Plan.
- c. Construction and maintenance of the landscaping along the access drive connecting the Property to West Scioto Street as depicted on the Preliminary Plan.

- d. Developer shall be responsible for the costs of extending sanitary sewer lines and waterlines throughout the Property necessary to serve the Development.
 - e. As to the sanitary sewer and waterline extensions, Developer and Village shall enter into a Developer's Agreement, prepared by the Village, that provides for, among other terms, the reimbursement by third parties to Developer for the costs of oversizing lines and/or the extension of lines required by the Village, but which extensions/lines are primarily for the benefit of a third party.
8. Standard of Conduct by the Village. In all matters related to the (i) adoption of the statutorily required Village Service Resolution, (ii) the acceptance of the Township Parcels into the corporate boundaries of the Village, and (iii) the re-zoning of the Property to the PRD in accordance with the terms of Section 4 of this Agreement, the Village will act in good faith with all reasonable dispatch, concurrent with the timing and requirements of the annexation process.
9. Condition Precedent. The Parties acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of Council and shall take effect upon such approval and execution. The Parties also acknowledge that any action on a re-zoning or annexation matter must be finally approved by Council to become effective.
10. Miscellaneous.
- a. **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign this Agreement. The term "Landowner" shall also include Landowner's successors in title or any lessee of Landowner of all or any portion of the Property.

b. **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties hereto or pursuant to the terms of this Agreement.

c. **Remedies.** Except as otherwise limited by ORC Chapter 2744 as to action for or against the Village, the Parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as it pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.

d. **Enforcement.** Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any party hereto per the laws, ordinances, resolutions, regulations or policies in effect at the time of the execution of this Agreement.

e. **Assignment of Agreement.** Landowner shall not assign this Agreement, or any part thereof, or any duty, obligation, privilege or right granted under this Agreement to any other landowner without the express written consent of the Village, which shall not be unreasonably withheld. The Parties agree that Landowner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person that is related to, owned by or affiliated in any way with Landowner in Landowner's discretion without the consent of the Village.

f. **Addresses for Notices.** Notice to the Parties as required or provided for herein shall be in writing and shall be deemed if given or sent in typed memo or e-mail form to all parties of this Agreement, or such other method as mutually agreeable:

If to Landowner: Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust dated July 2, 2004
8901 State Rte 762
Orient, OH 43146

If to Developer: Mark Scheel
Maronda Homes, Inc. of Ohio
3148 Broadway
Grove City, Ohio 43123

And

Donald T. Plank, Esq.
Plank Law Firm, LPA
411 East Town Street, Floor 2
Columbus, OH 43215
(614) 947-8600

If to Village: Village Clerk
Post Office Box 56
Commercial Point, OH 43116
(614) 877-9248

g. **Relative Rights.** The rights and obligations of the Parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

h. **Entire Agreement Merger Clause; Statement of Incorporation.** It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the Parties with respect to its subject matter. All documents related to this Agreement and/or attached

hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

i. **Severability.** If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

j. **Cooperation.** The Village will cooperate with Landowner to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement.

k. **Modifications or Amendment of Agreement.** No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by all parties hereto.

l. **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

m. **Survival of Representations and Warranties.** All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

n. **Effective Date.** This Agreement shall be effective when signed by all the parties hereto.

o. **Time.** Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth below. This Agreement shall be effective on the date last executed.

Signed as of the 17 day of June, 2019.

THE VILLAGE OF COMMERCIAL POINT

By: [Signature]
Gary Joiner, Mayor

Per authority granted in Ordinance No.:
2019-03 passed by Village
Council on the 20 day of May,
2019.

LANDOWNER

[Signature]
Keavin R. Hill, Trustee of the Keavin R. Hill
Revocable Trust, dated July 2, 2004.

DEVELOPER

[Signature]
Maronda Homes, Inc. of Ohio

By: Mark Scheel

Its: Vice President

Legal Description

Exhibit "A"

Legal Description for Annexation
28.331 Acres

Situated in the Township of Scioto, County of Pickaway, State of Ohio, and being a part of Virginia Military Survey No. 6541, and being more particularly described as follows;

Being a Survey of a 28.16 Acre parcel to be annexed into the Village of Commercial Point, as being part of an original 31.5 Acre parcel conveyed to Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust, as recorded in O.R. Volume 676, Page 2538, in the Pickaway County Deed Records, also being all of P.P.N. L27-0-001-00-457-00 (25.51 Acres per tax duplicate) & all of P.P.N. L27-0-001-00-458-00 (2.65 Acres per tax duplicate), and further described as follows;

Commencing at a ¾" o.d iron pipe found marking the Northwest corner of Walker Pointe Section 3, Phase A, as recorded in Plat Cabinet 2, Slide 107, in the Pickaway County Plat Records, being on the West and South Corporation Lines of the Village of Commercial Point, and being the PRINCIPLE PLACE OF BEGINNING of the 28.331 Acre parcel herein to be described;

Thence, S 16°53'21" E 1443.33 feet with the West line of said Walker Pointe Section 3 Phase A and extending along the West line of Walker Pointe Section 3 Phase B, also being the West Corporation Line of the Village of Commercial Point and the East line of said parcel conveyed to Hill of which this description is a part, to an iron pin set on the North line of Parcel Two: Tract One conveyed to Michael Edward Struckman, Trustee of the Michael Edward Struckman Trust, as recorded in O.R. Volume 621, Page 912;

Thence, S 73°34'52" W 905.94 feet leaving said Corporation line with the North line of said Parcel Two: Tract One conveyed to Struckman, the same being the South line of said parcel conveyed to Hill of which this description is a part, to an iron pin set on the East line of Parcel Three conveyed to Michael Edward Struckman, Trustee of the Michael Edward Struckman Trust, as recorded in O.R. Volume 621, Page 912;

Thence, N 16°44'25" W 1286.49 feet with the East line of said Parcel Three conveyed to Struckman, the same being the West line of said parcel conveyed to Hill of which this description is a part, to an iron pin set on the South Corporation Line of the Village of Commercial Point;

Thence, N 63°42'42" E 914.85 feet with the South Corporation Line of the Village of Commercial Point, across said original 31.5 Acre parcel conveyed to Hill of which this description is a part, along the North line of P.P.N. L27-0-001-00-457-00, to the PRINCIPLE PLACE OF BEGINNING, and containing 28.331 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

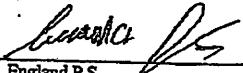
The bearings of the above description are based on the West line of Walker Pointe Section 3, Phase B, as being N 16°53'21" W, and is based on the Ohio State Plane Coordinate System, South Zone, NAD83. Said bearing was established by Static and RTK GPS Observations, and was determined by using national Geodetic Survey, OPUS-S Service.

All iron pins set are 5/8" o.d iron pins 30" long with red caps labeled "Watson #S-7452".

The above description is based on an actual field survey by Watson Engineering & Surveying, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 in September of 2018.

Dated

10/11/18


Scott A. England P.S.
Ohio Registered Surveyor #7452

STATE OF OHIO

Legal Description
3.593 Acres

Situated in the Township of Scioto, Village of Commercial Point, County of Pickaway, State of Ohio, and being a part of Virginia Military Survey No. 6829, and being more particularly described as follows;

Being a Survey of a part of an original 31.5 Acre parcel (28.16 Acres located within Scioto Township and 3.49 Acres located within the Village of Commercial Point) now or formerly conveyed to Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust, as recorded in O.R. Volume 676, Page 2538, in the Pickaway County Deed Records, being all of a 1.13 Acre parcel (P.P.N. (ASO-06-00-034-0)) all of a 2.36 Acre parcel (P.P.N. 128-0-006-024-00, and all of Lot 3 (0.32 Acres) of Ell Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, in the Pickaway County Plat Records said Lot 3 now or formerly conveyed to Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust, as recorded in O.R. 662, Page 1651, being all of Andlin's P.P.N. 128-0-006-00-039-00, and further described as follows;

Commencing at a 3/4" o.d. iron pipe found marking the Northwest corner of Walker Pointe Section 3, Phase A, as recorded in Plat Cabinet 2, Page 107, in the Pickaway County Records, being the Southwest corner of Lot 14 of Tobin Mobile Home Sites No. 2, as recorded in Plat Book 6, Page 99, being the Northeast corner of a 28.16 Acre parcel conveyed to Keavin R. Hill, Trustee, as recorded in O.R. 676, Page 2538, also being on the North line of V.M.S. No. 6541 of Scioto Township, and being on the South line of V.M.S. No. 6829 and the Village of Commercial Point, and being the PRINCIPLE PLACE OF BEGINNING of the 3.593 Acre parcel herein to be described;

Thence, S 63°42'42" W 914.85 feet with the North line of said 28.16 Acre parcel conveyed to Hill and the North line of V.M.S. No. 6541 and Scioto Township, the same being the South line of said 3.49 Acre parcel conveyed to Hill and the South line of V.M.S. No. 6829 and the Village of Commercial Point, to a 3/4" o.d. iron pipe set on the East line of a parcel conveyed to Michael Edward Struckman, Trustee, as recorded as Parcel Three recorded in O.R. Volume 621, Page 1912;

Thence, N 16°44'25" W 75.57 feet leaving said Corporation Line with the West line of said 3.49 Acre parcel conveyed to Hill of which this description is a part, the same being the East line of said parcel conveyed to Struckman, to a 3/4" o.d. iron pipe set marking the Southwest corner of Lot 1 of Ell Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, conveyed to Vicky L. Waldron, as recorded in O.R. Volume 591, Page 419;

Thence, N 63°45'29" E 321.92 feet with the South line of said Lot 1 and extending along the South line of Lot 2, to a 3/4" o.d. iron pipe set, and passing over a 3/4" o.d. iron pipe set at 189.92 feet;

Thence, N 26°41'49" W 330.00 feet with the East line of said Lot 2, the same being part of the West line of Lot 3, to a mag nail set in the centerline of West Scioto Street marking the Northeast corner of part of Lot 2 conveyed to Lawrence D. & Irene L. Williams, Trustees, as recorded in O.R. Volume 355, Page 670, and passing over 3/4" o.d. iron pipes set at 125.07 feet and 305.00 feet;

Thence, N 63°45'29" E 66.00 feet with the centerline of West Scioto Street, to a mag nail set marking the Northwest corner of Lot 4 and a parcel conveyed to Phillip J. & Sara L. Spencer, as O.R. Volume 506, Page 2432;

Thence, S 26°41'49" E 204.93 feet leaving West Scioto Street with the East line of said Lot 3, the same being the West line of said Lot 4 and said parcel conveyed to Spencer, to a 3/4" o.d. iron pipe set, and passing over an iron pin set at 25.00 feet;

Thence, N 63°45'29" E 530.78 feet with the South line of Lots 4-6 inclusive of said Ell Harsh Subdivision of Lots (P.B. 1, Pg. 201), the same being the South line of said parcel conveyed to Spencer, and extending along the South line of Parcel 1X conveyed to Keavin R. Hill, Trustee, as recorded in O.R. Volume 554, Page 2696, and extending Page 228, and extending along the South line of a parcel conveyed to Jeffrey A. & Jodi A. McFommell, as recorded in O.R. Volume 142, Page 684, Page 1035, and extending along the South line of a parcel conveyed to Leona Lowery, as recorded in O.R. Volume 67, Page 3091, and extending along the South line of a parcel conveyed to Judith E. Pifer, as recorded in O.R. Volume 692, Page 2568, to an iron pin set in the asphalt of Harsh Alley (16.5' Wide), being the Southeast corner of said Lot 6, and passing over a 3/4" o.d. iron pipe found marking the Southwest corner of said Lot 6 at 398.77 feet;

Thence, S 26°41'49" E 15.75 feet with the West line of said Alley, to an iron pin set;

Thence, N 64°27'08" E 14.06 feet with the South line of said Alley, to a mag spike set marking the Northwest corner of said Lot 14 of Tobin Mobile Home Sites No. 2 (P.B.6, Pg.99);

Thence, S 17°10'38" E 187.28 feet with the West line of said Lot 14, to the PRINCIPLE PLACE OF BEGINNING, and containing 3.535 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

The bearings of the above description are based on the South line of Lot 3 of Eli Marsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, in the Pickaway County Plat Records, as being S 63°43'29" W, and is based on the Ohio State Plane Coordinate System, South Zone, NAD 83. Said bearing was established by Static and RTK GPS Observations, and was determined by using National Geodetic Survey, OPUS-S Service.

All iron pins set are 3/4" o.d. iron pipes 30" long with red caps labeled "WATCON-88-7452".

The above description is based on an actual field survey by Watson Consulting Engineers & Surveyors, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 in November of 2018, and January of 2019;

Dated

1/25/19


Scott A. England P.S.
Ohio Registered Surveyor #7452

SURVEY PLAT and LEGAL DESCRIPTION
MATHEMATICALLY APPROVED
PICKAWAY COUNTY ENGINEER
BY PEB DATE 1-29-19



Legal Description
0.379 Acres

Situated in the Township of Scioto, Village of Commercial Point, County of Pickaway, State of Ohio, and being a part of Virginia Military Survey No. 6829, and being more particularly described as follows;

Being a Survey of an unidentified ownership parcel shown on the Pickaway County County Tax Maps part of Lot 2 of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201: Bounded to the North by Lawrence D. Williams & Irene L. Williams, Trustees, as recorded in O.R. 355, Page 670. Bounded to the West by Lot 1 conveyed to Vicki L. Waldron, as recorded in O.R. Volume 591, Page 419. Bounded to the South and East by a parcel conveyed to Keavin R. Hill, Trustee, as recorded in O.R. 676, Page 2538, in the Pickaway County Deed Records, and further described as follows;

Commencing at a ¾" o.d. iron pipe found on the Southwest corner of Lot 3 of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, in the Pickaway County Plat Records, being a corner of an adjoining parcel conveyed to Keavin R. Hill, Trustee, as recorded in O.R. 676, Page 2538, also being on the Southeast corner of a parcel conveyed to Ricky F. & Sheryl A. Williams, as recorded in O.R. 196, Page 429, being on the East line of Lot 2, and being the **PRINCIPLE PLACE OF BEGINNING** of the 0.379 Acre parcel herein to be described;

Thence, S 26°41'49" E 125.07 feet with the East line of Lot 2, to an iron pin set marking the Southeast corner thereof;

Thence, S 63°45'29" W 132.00 feet with the South line of said Lot 2, to an iron pin set marking the Southwest corner thereof, and being the Southeast corner of said Lot 1 conveyed to Waldron;

Thence, N 26°41'49" W 125.07 feet with the West line of said Lot 2, the same being the East line of said Lot 1 conveyed to Waldron, to an iron pin set marking the Southwest corner of said parcel conveyed to Williams;

Thence, N 63°45'29" E 132.00 feet with the South line of said parcel conveyed to Williams across Lot 2, to the **PRINCIPLE PLACE OF BEGINNING**, and containing 0.379 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

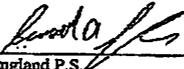
The bearings of the above description are based on the South line of Lot 3 of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, in the Pickaway County Plat Records, as being S 63°45'29" W, and is based on the Ohio State Plane Coordinate System, South Zone, NAD 83. Said bearing was established by Static and RTK GPS Observations, and was determined by using National Geodetic Survey, OPUS-S Service.

All iron pins set are 3/4" o.d. iron pipes 30" long with red caps labeled "WATCON-#S-7452".

The above description is based on an actual field survey by Watcon Consulting Engineers & Surveyors, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 in November of 2018.

Dated

12-10-18



Scott A. England P.S.
Ohio Registered Surveyor #7452

PLANNED RESIDENTIAL DISTRICT DEVELOPMENT STANDARDS TEXT (PRD)

PROPOSED ZONING: PRD
OWNER: Keavin Hill, Trustee of the Keavin R. Hill Revocable Trust
Dated July 2, 2004.
APPLICANT: Maronda Homes Inc., of Ohio c/o Donald T. Plank, Plank Law
Firm LPA.
DATE OF TEXT: May 9, 2019
APPLICATION: _____

I. INTRODUCTION: The subject property of this development consists of a combined 32.2 +/- acres of land located south of West Scioto Street, east of Commercial Point Road, north of Thompson Road, and west of Walker Road, Pickaway County Auditor Tax Parcel Id. No.'s: L27-0-001-00-458-00, L27-0-001-00-457-00, L28-0-006-00-024-00, L28-0-006-00-024-01, L28-0-006-00-039-00, and an unidentified parcel consisting of 0.379 acres (collectively, the "Property"), as more particularly described in the legal description attached hereto as Exhibit "A".

Pickaway County Auditor Tax Parcel Id. No.'s L28-0-006-00-024-00, L28-0-006-00-024-01, L28-0-006-00-039-00 and the unidentified parcel are located in the Village of Commercial Point, and are currently zoned R-3 and EU and improved with a residence. Pickaway County Auditor Tax Parcel Id. No.'s L27-0-001-00-458-00 and L27-0-001-00-457-00 are located in the unincorporated Scioto Township, Pickaway County, and are currently zoned AG- Agriculture Estate District. Applicant is annexing those parcels currently in Scioto Township into the Village. Applicant is seeking to rezone the Property to the PRD, Planned Residential District ("PRD") to accommodate the proposed re-development of the Property as a single-family residential subdivision.

II. PROPERTY: 32.2 +/- Acres

1. PERMITTED USES: Permitted uses shall include the following:

- A.** A maximum of one hundred (100) single-family detached residential homes, on slabs or with basements.
- B.** Accessory structures consistent with this Text.
- C.** Open space (both active and passive) consistent with this Text and the preliminary plan dated January 21, 2019, attached hereto as Exhibit "B" (the "Preliminary Plan").
- D.** Stormwater management facilities.
- E.** Model homes.

2. **DEVELOPMENT STANDARDS:** Unless otherwise indicated in this Text or the Preliminary Plan, the applicable development standards of Commercial Point Zoning Code Section 1173.03 shall apply.

A. Density, Height, Lot and/or Setback Requirements

Number of Lots	Gross Density	Minimum Lot Width	Minimum Lot Area	Minimum Front Setback	Minimum Side Setback
97	3.0 Lot/acre	70'	8,400 square feet	30'	6'

Minimum Floor Area for Ranch Homes	Minimum Floor Area for Two-Story Dwelling Homes	Maximum Building Height	Maximum Lot Coverage of Principal Building	Minimum Rear Yard Setback
1,400 sq. ft.	1,800 sq. ft.	35 feet	35%	25'

- a. Lot width minimums are measured at the front setback line.
- b. Corner lots shall increase the side setback along the adjoining right-of-way (i.e. the right-of-way not along the front of the lot) to the minimum front setback.
- c. Minimum floor areas shall not include basements and/or walk-out floor areas.
- d. No more than twenty-five percent (25%) of platted lots shall be improved with ranch homes.

3. **ARCHITECTURAL STANDARDS:** The following architectural standards shall apply to the proposed community:

A. Four-Sided Architecture:

- a. Each front elevation must contain at least three (3), and each side or rear elevation must contain at least two (2), design elements, including, but not limited to, the following:
 - i. A door of at least seventeen (17) square feet.
 - ii. A window of at least six (6) square feet in area. Windows closer than ten feet (10') shall be considered as one (1) element. A set of adjacent windows, such as double or bay windows, shall be considered as one (1) element.

- iii. A chimney.
- iv. An articulated gable vent of at least four (4) square feet in area.
- v. Porches, decks, or similar structure.
- vi. A similar significant permanent architectural feature consistent with the style of the house only upon prior approval by the Planning and Zoning Commission.

b. The homes on ten percent (10%) of all platted lots shall have partial natural finishes of stone, stucco, or brick covering at least fifty percent (50%) of the net front elevation. For the purpose of Sections 3(A)(b) and 3(A)(c) of this Text, the net front elevation shall consist of the gross square footage of the front elevation minus the square footage of the door, windows and garage door.

c. The homes on twenty percent (20%) of all platted lots shall have partial natural finishes of stone, stucco, or brick covering at least twenty percent (20%) of the net front elevation.

B. Exterior Materials: Permitted exterior materials include the following:

- a. Hardiplank.
- b. Vinyl siding of a grade of 0.44 or greater.
- c. Wood.
- d. Brick.
- e. Stone.
- f. Stucco.

C. Home Mix:

- a. To prevent monotony there shall be no duplication of front building elevation within one (1) home site on the same side of the street or directly across the street.

D. Roofs:

- a. The composition on all pitched roofs shall be dimension asphalt shingles.

E. Garages, Driveways, and Parking:

- a. A minimum two-car attached garage is required for all dwelling units.
- b. Garages shall not project more than six feet (6') from the front line of the livable area of the home; however, a home with a covered porch measuring no less than 4 feet by 6 feet in size may have a garage that projects no more than ten feet (10') from the front line of the livable area of the home.
- c. Garage doors may not exceed fifty percent (50%) of the width of the front of the house.

- d. Driveways shall be a maximum of eighteen feet (18') at the right-of-way, and shall be setback a minimum of three feet (3') from all side property/lot lines.
- e. Driveways shall be paved with concrete or asphalt.
- f. All homes shall have a sidewalk connecting the driveway or street to the front door of the home.

4. **STREETS AND CIRCULATION**: Interior street patterns and exterior road connections/intersections shall be consistent with depictions on the Preliminary Plan. In addition, the following standards shall apply:

A. **Traffic**: Access to the Property shall be via a proposed street and right-of-way from West Scioto Street.

- a. Required traffic improvements will be identified and summarized in a traffic impact study to be conducted by a certified traffic engineer. The scope of the traffic impact study shall be agreed to between the Village and Applicant.
- b. Streets throughout the Property shall meet the following standards:
 - i. Minimum Right-of-Way Width: Fifty feet (50')
 - ii. Minimum Pavement Width: Twenty-six feet (26') face to face
 - iii. Maximum Cul-de-Sac Length: Eight hundred feet (800')
 - iv. Minimum Cul-de-Sac Radius: Fifty feet (50')
 - v. Minimum Cul-de-Sac Pavement: Thirty-eight feet (38')
 - vi. Minimum pavement composition shall be in accordance with the design and construction criteria for local streets as defined in the Commercial Point Zoning Code.

5. **OPEN SPACE AND LANDSCAPING**: Open space shall be generally consistent with depictions on the Preliminary Plan. However, open space calculations on final engineering/plats may vary from calculations provided herein without approval from the Planning Commission and/or Village Council, provided that it meets the requirements of this Text. In addition, the following standards shall apply:

- A. The Code requires that a minimum of twenty percent (20%) of the gross site minus publicly dedicated streets and alleys, approximately 5.32 acres, be reserved for common open space. Developer proposes to meet this requirement by providing:
 - a. 4.87 acres of open space. All landscape buffers and storm water detention/retention ponds shall count towards open space.

removed from the site within sixty (60) days of the final home site being sold to a third-party buyer. The design and materials for street signs and roadway regulatory signs shall be per Village standards and/or otherwise subject to approval by the Village Engineer.

7. **MAIL DELIVERY**: Mail delivery is intended to occur in two (2) manners: to individual mailboxes/residences or to cluster box units (CBUs). However, the ultimate decision for how mail delivery occurs resides with the United States Postal Service (USPS). Current USPS trends require mail delivery to CBUs rather than individual lots, regardless of residential uses (i.e. attached vs. detached). Unless otherwise specified by the Village's Codes, or agreed to with the Village, the following mail delivery standards shall apply:
 - a. CBUs shall be located on side of the street upon which on-street parking is permitted.
 - b. CBUs shall be located inside of the public right-of-way unless required by USPS.
8. **HOMEOWNERS ASSOCIATION (HOA)**: Deed restrictions regarding the establishment and/or expansion of a Homeowners Association shall be recorded for the Property. The deed restrictions shall include a provision regarding the maintenance of the open space on the Property.
9. **MODEL HOMES**: With regards to model homes, the following standards shall apply:
 - a. Individual homes may be used as model homes for the purpose of marketing and sales.
 - b. Manufactured and/or modular buildings are permitted for use as a sales or construction office during the development of the homes and Property.
 - c. As part of the construction process, two (2) model home permits prior to completion of the first phase of development may be submitted to the Village for approval. As long as the models comply with the approved development standards, the Village shall approve the permits and allow construction of the model homes. Occupancy of and/or sales from the model home(s) shall not be permitted until the final plat for the first phase is recorded.
10. **UTILITIES**: All utility lines internal to the development shall be placed underground, whenever feasible, including water service, electricity, telephone, gas, and their connections or feeder lines. Meters, transformers, etc. may be placed above ground, but shall be reasonably attempted to be discreetly located at

the rear of lots when possible. All above ground utilities shall be reasonably screened from the street view.

11. **FUTURE AGREEMENTS**: Concurrent with zoning and prior to the issuance of a building permit, the Applicant shall enter into a Developer's Agreement with the Village regarding the construction of the project, as approved by the Village's Law Director.
12. **DEVIATIONS FROM ZONING CODE**: Attached hereto as Exhibit "D" is a spreadsheet detailing all deviations from the Commercial Point Zoning Code in this Text.

**Legal Description for Annexation
28.331 Acres**

Situated in the Township of Scioto, County of Pickaway, State of Ohio, and being a part of Virginia Military Survey No. 6541, and being more particularly described as follows;

Being a Survey of a 28.16 Acre parcel to be annexed into the Village of Commercial Point, as being part of an original 31.5 Acre parcel conveyed to Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust, as recorded in O.R. Volume 676, Page 2538, in the Pickaway County Deed Records, also being all of P.P.N. L27-0-001-00-457-00 (25.51 Acres per tax duplicate) & all of P.P.N. L27-0-001-00-458-00 (2.65 Acres per tax duplicate), and further described as follows;

Commencing at a ¾" o.d iron pipe found marking the Northwest corner of Walker Pointe Section 3, Phase A, as recorded in Plat Cabinet 2, Slide 107, in the Pickaway County Plat Records, being on the West and South Corporation Lines of the Village of Commercial Point, and being the PRINCIPLE PLACE OF BEGINNING of the 28.331 Acre parcel herein to be described;

Thence, S 16°53'21" E 1443.33 feet with the West line of said Walker Pointe Section 3 Phase A and extending along the West line of Walker Pointe Section 3 Phase B, also being the West Corporation Line of the Village of Commercial Point and the East line of said parcel conveyed to Hill of which this description is a part, to an iron pin set on the North line of Parcel Two: Tract One conveyed to Michael Edward Struckman, Trustee of the Michael Edward Struckman Trust, as recorded in O.R. Volume 621, Page 912;

Thence, S 73°34'52" W 905.94 feet leaving said Corporation line with the North line of said Parcel Two: Tract One conveyed to Struckman, the same being the South line of said parcel conveyed to Hill of which this description is a part, to an iron pin set on the East line of Parcel Three conveyed to Michael Edward Struckman, Trustee of the Michael Edward Struckman Trust, as recorded in O.R. Volume 621, Page 912;

Thence, N 16°44'25" W 1286.49 feet with the East line of said Parcel Three conveyed to Struckman, the same being the West line of said parcel conveyed to Hill of which this description is a part, to an iron pin set on the South Corporation Line of the Village of Commercial Point;

Thence, N 63°42'42" E 914.85 feet with the South Corporation Line of the Village of Commercial Point, across said original 31.5 Acre parcel conveyed to Hill of which this description is a part, along the North line of P.P.N. L27-0-001-00-457-00, to the PRINCIPLE PLACE OF BEGINNING, and containing 28.331 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

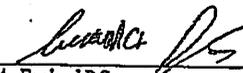
The bearings of the above description are based on the West line of Walker Pointe Section 3, Phase B, as being N 16°53'21" W, and is based on the Ohio State Plane Coordinate System, South Zone, NAD83. Said bearing was established by Static and RTK GPS Observations, and was determined by using national Geodetic Survey, OPUS-S Service.

All iron pins set are 5/8" o.d. iron pins 30" long with red caps labeled "Watcon #S-7452".

The above description is based on an actual field survey by Watcon Engineering & Surveying, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 in September of 2018.

Dated

10/19/18


Scott A. England P.S.
Ohio Registered Surveyor #7452

SEAL OF THE
STATE OF OHIO

Legal Description
3.593 Acres

Situated in the Township of Scioto, Village of Commercial Point, County of Pickaway, State of Ohio, and being a part of Virginia Military Survey No. 6829, and being more particularly described as follows;

Being a Survey of a part of an original 31.5 Acre parcel (28.16 Acres located within Scioto Township and 3.49 Acres located within the Village of Commercial Point) now or formerly conveyed to Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust, as recorded in O.R. Volume 576, Page 2538, in the Pickaway County Deed Records, being all of a 1.13 Acre parcel (P.P.N. 122-0-006-024-00) and all of Lot 3 (0.32 Acres) of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, in the Pickaway County Plat Records; said Lot 3 now or formerly conveyed to Keavin R. Hill, Trustee of the Keavin R. Hill Revocable Trust, as recorded in O.R. 662, Page 1651, being all of Andfilm's P.P.N. 122-0-006-00-039-00, and further described as follows;

Commencing at a 3/4" o.d. iron pipe found marking the Northwest corner of Walker Pointe Section 3, Phase A, as recorded in Plat Cabinet 2, Page 107, in the Pickaway County Records, being the Southwest corner of Lot 14 of Tobin Mobile Home Sites No. 2, as recorded in Plat Book 6, Page 99, being the Northeast corner of a 28.16 Acre parcel conveyed to Keavin R. Hill, Trustee, as recorded in O.R. 676, Page 2538, also being on the North line of V.M.S. No. 6541 of Scioto Township, and being on the South line of V.M.S. No. 6829 and the Village of Commercial Point, and being the PRINCIPLE PLACE OF BEGINNING of the 3.593 Acre parcel herein to be described;

Thence, S 63°42'42" W 914.85 feet with the North line of said 28.16 Acre parcel conveyed to Hill and the North line of V.M.S. No. 6541 and Scioto Township, the same being the South line of said 3.49 Acre parcel conveyed to Hill and the South line of V.M.S. No. 6829 and the Village of Commercial Point, to a 3/4" o.d. iron pipe set on the East line of a parcel conveyed to Michael Edward Struckman, Trustee, as recorded as Parcel Three recorded in O.R. Volume 621, Page 1912;

Thence, N 16°46'25" W 75.57 feet leaving said Corporation Line with the West line of said 3.49 Acre parcel conveyed to Hill of which this description is a part, the same being the East line of said parcel conveyed to Struckman, to a 3/4" o.d. iron pipe set marking the Southwest corner of Lot 1 of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, conveyed to Vicky L. Waldron, as recorded in O.R. Volume 591, Page 419;

Thence, N 63°45'29" E 321.92 feet with the South line of said Lot 1 and extending along the South line of Lot 2, to a 3/4" o.d. iron pipe set, and passing over a 3/4" o.d. iron pipe set at 189.92 feet;

Thence, N 26°41'49" W 330.00 feet with the East line of said Lot 2, the same being part of the West line of Lot 3, to a mag nail set in the centerline of West Scioto Street marking the Northeast corner of part of Lot 2 conveyed to Lawrence D. & Irene L. Williams, Trustees, as recorded in O.R. Volume 353, Page 670, and passing over 3/4" o.d. iron pipes set at 125.07 feet and 305.00 feet;

Thence, N 63°45'29" E 66.00 feet with the centerline of West Scioto Street, to a mag nail set marking the Northwest corner of Lot 4 and a parcel conveyed to Phillip J. & Sara L. Spencer, as O.R. Volume 506, Page 2432;

Thence, S 26°41'49" E 204.93 feet leaving West Scioto Street with the East line of said Lot 3, the same being the West line of said Lot 4 and said parcel conveyed to Spencer, to a 3/4" o.d. iron pipe set, and passing over an iron pin set at 25.00 feet;

Thence, N 63°45'29" E 550.78 feet with the South line of Lots 4-6 inclusive of said Eli Harsh Subdivision of Lots (P.B.J. Pg.201), the same being the South line of said parcel conveyed to Spencer, and extending along the South line of Parcel IX conveyed to Keavin R. Hill, Trustee, as recorded in O.R. Volume 554, Page 2696, and extending along the South line of a parcel conveyed to Jeffrey A. & Jodi A. McPommell, as recorded in O.R. Volume 142, Page 228, and extending along the South line of a parcel conveyed to Leona Lowery, as recorded in O.R. Volume 67, Page 3091, and extending along the South line of a parcel conveyed to Judith E. Pifer, as recorded in O.R. Volume 692, Page 2568, to an iron pin set in the asphalt of Harsh Alley (16.5' Wide), being the Southeast corner of said Lot 6, and passing over a 3/4" o.d. iron pipe found marking the Southwest corner of said Lot 6 at 398.77 feet;

Thence, S 26°41'49" E 13.75 feet with the West line of said Alley, to an iron pin set;

Thence, N 64°27'08" E 14.06 feet with the South line of said Alley, to a mag spike set marking the Northwest corner of said Lot 14 of Tobin Mobile Home Sites No. 2 (P.B. 6 Pg. 99);

Thence, S 17°10'33" E 187.28 feet with the West line of said Lot 14, to the PRINCIPLE PLACE OF BEGINNING, and containing 3.593 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

The bearings of the above description are based on the South line of Lot 3 of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, in the Pickaway County Plat Records, as being S 63°45'29" W, and is based on the Ohio State Plane Coordinate System, South Zone, NAD 83. Said bearing was established by Staff and REK GPS Observations, and was determined by using National Geodetic Survey, OPUS-S Service.

All iron pins set are 3/4" o.d. iron pipes 30" long with red caps labeled "WATCOON-#S-7452".

The above description is based on an actual field survey by Watson Consulting Engineers & Surveyors, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 in November of 2018, and January of 2019;

Dated

1/25/19


Scott A. England P.S.
Ohio Registered Surveyor #7452

SURVEY PLAT and LEGAL DESCRIPTION
MATHEMATICALLY APPROVED
PICKAWAY COUNTY ENGINEER
BY OPB DATE 1-29-19



Legal Description
0.379 Acres

Situated in the Township of Scioto, Village of Commercial Point, County of Pickaway, State of Ohio, and being a part of Virginia Military Survey No. 6829, and being more particularly described as follows;

Being a Survey of an unidentified ownership parcel shown on the Pickaway County County Tax Maps part of Lot 2 of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201: Bounded to the North by Lawrence D. Williams & Irene L. Williams, Trustees, as recorded in O.R. 355, Page 670. Bounded to the West by Lot 1 conveyed to Vicki L. Waldron, as recorded in O.R. Volume 591, Page 419. Bounded to the South and East by a parcel conveyed to Keavin R. Hill, Trustee, as recorded in O.R. 676, Page 2538, in the Pickaway County Deed Records, and further described as follows;

Commencing at a ¾" o.d. iron pipe found on the Southwest corner of Lot 3 of Eli Harsh Subdivision of Lots, as recorded in Plat Book 1, Page 201, in the Pickaway County Plat Records, being a corner of an adjoining parcel conveyed to Keavin R. Hill, Trustee, as recorded in O.R. 676, Page 2538, also being on the Southeast corner of a parcel conveyed to Ricky P. & Sheryl A. Williams, as recorded in O.R. 196, Page 429, being on the East line of Lot 2, and being the **PRINCIPLE PLACE OF BEGINNING** of the 0.379 Acre parcel herein to be described;

Thence, S 26°41'49" E 125.07 feet with the East line of Lot 2, to an iron pin set marking the Southeast corner thereof;

Thence, S 63°45'29" W 132.00 feet with the South line of said Lot 2, to an iron pin set marking the Southwest corner thereof, and being the Southeast corner of said Lot 1 conveyed to Waldron;

Thence, N 26°41'49" W 125.07 feet with the West line of said Lot 2, the same being the East line of said Lot 1 conveyed to Waldron, to an iron pin set marking the Southwest corner of said parcel conveyed to Williams;

Thence, N 63°45'29" E 132.00 feet with the South line of said parcel conveyed to Williams across Lot 2, to the **PRINCIPLE PLACE OF BEGINNING**, and containing 0.379 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

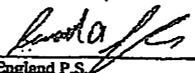
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All iron pins set are 3/4" o.d. iron pipes 30" long with red caps labeled "WATCON-#S-7452".

The above description is based on an actual field survey by Watcon Consulting Engineers & Surveyors, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 in November of 2018.

Dated

12/10/18



Scott A. England P.S.
Ohio Registered Surveyor #7452

PRELIMINARY PLAN

FOR:

Walker Pointe

Section 4

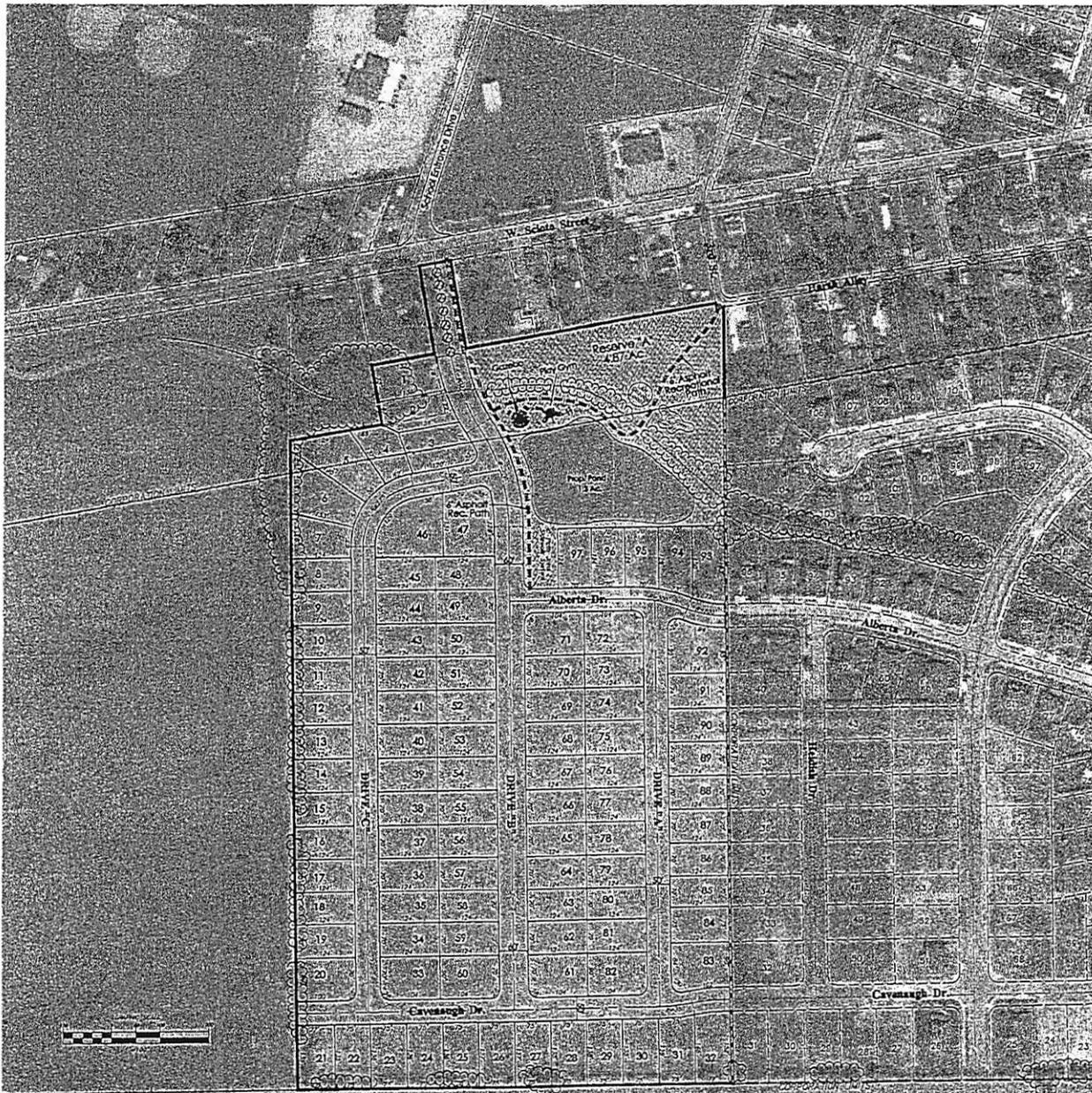
COMMERCIAL POINT

LOCATED IN:

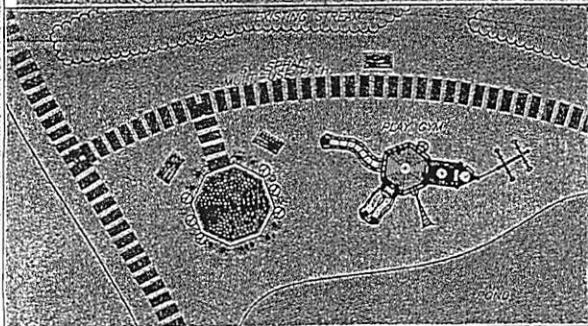
TOWNSHIP OF SCIOTO, COUNTY OF PICKAWAY, STATE OF OHIO



PREPARED BY:
TAT WATCON
 CONSULTING ENGINEERS
 & SURVEYORS
 83 Shull Avenue
 Columbus, Ohio 43232
 Ph. (614) 414-7979



ENLARGEMENT VIEW OF OPEN SPACE



SITE STATISTICS

TOTAL ACREAGE:	32.7± ACRES	
NUMBER OF LOTS:	97	
RIGHT-OF-WAY AREA:	6.14 ACRE	LOT SETBACKS
NET AREA:	26.06 ACRE	FRONT YARD SETBACK: 30 FT.
GROSS DENSITY:	3.0 LOT/ACRE	SIDE YARD SETBACK: 6 FT.
NET DENSITY:	3.7 LOT/ACRE	REAR YARD SETBACK: 25 FT.
OPEN SPACE:	5.32 AC	
MINIMUM LOT WIDTH:	70' FT. (88A)	
TYPICAL LOT SIZE:	70' x 120' (8,400 sq.ft.)	
LINEAR FT. OF 50' R/W:	3,540 L.F.	
LINEAR FT. OF 60' R/W:	1,600 L.F.	
TOTAL LIN. FT. OF ROAD:	5,142 L.F.	
LIN. FT. OF RECREATIONAL PATH:	1,360 L.F.	
PROPOSED ZONING:	PRD	

DATE: JANUARY 21, 2019

FINAL SITE PLAN SUBMITTED TO PICKAWAY COUNTY ENGINEER AND COMMISSIONER OF PUBLIC SAFETY FOR REVIEW AND APPROVAL - 1/21/19 - 8:00 AM - PICKAWAY COUNTY ENGINEER AND COMMISSIONER OF PUBLIC SAFETY - 1/21/19 - 8:00 AM - PICKAWAY COUNTY ENGINEER AND COMMISSIONER OF PUBLIC SAFETY - 1/21/19 - 8:00 AM

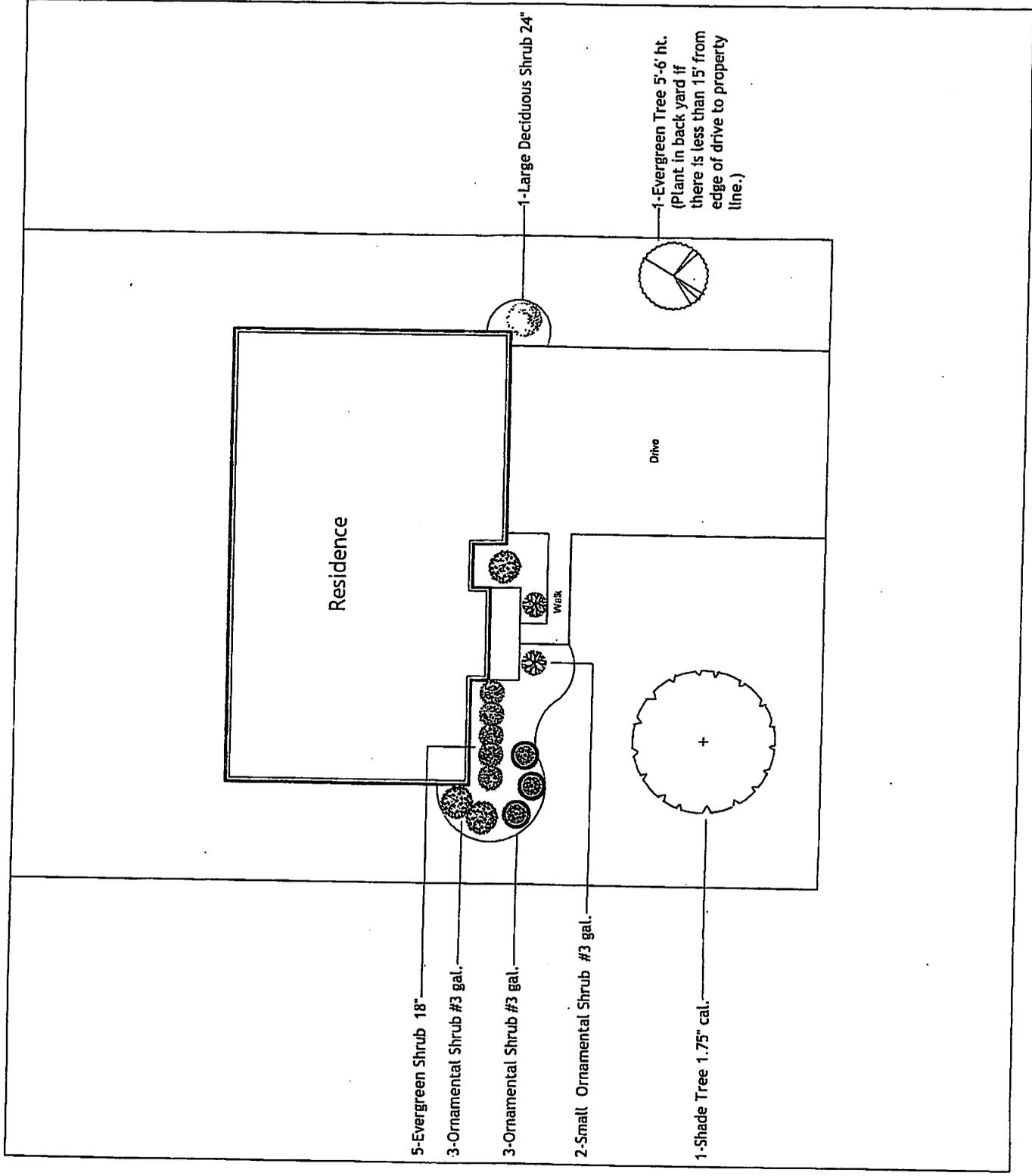


WILSON LANDSCAPE ASSOCIATES
DESIGN / INSTALLATION / RESIDENTIAL / COMMERCIAL

800 DUDLEY PARK ROAD COLUMBUS OH 43227
614-444-8873 FAX 614-444-3173
WILSONLANDSCAPEASSOCIATES.COM

Landscape Plan Sterling Package Maronda Homes

Date:	2/18/2016
Scale:	NTS
Drawn By:	KH
Drawing Number:	



<p>Maronda Homes- West Scioto Street Development</p>			
<p>Commerical Point Zoning Code Section</p>	<p>Code Requirement</p>	<p>Maronda Homes PRD Zoning Text</p>	
<p>1173.03(b)</p>	<p>Minimum lot width- 350 feet at building line</p>	<p>70 feet</p>	
<p>1173.03(b)</p>	<p>Minimum frontage- 250 feet</p>	<p>160 feet based on preliminary plan</p>	
<p>1173.03(b)(2)</p>	<p>Parking areas shall be no closer to the main structures than ten (10) feet.</p>	<p>Garages shall not project more than six feet (6') from the front line of the livable area of the home; however, a home with a covered porch measuring no less than 4 feet by 6 feet in size may have a garage that projects no more than ten feet (10') from the front line of the livable area of the home.</p>	
<p>1173.03(c)(6)</p>	<p>Minimum of twenty (20) percent of the gross site minus publicly dedicated streets and alleys shall be set aside as public open space.</p>	<p>18.7% open space; however, applicant has agreed to install a shared use path connecting the subdivision to Harsh Alley and potentially another connection on the west portion of the subdivision. Additionally, applicant will improve the road leading to the school for better access.</p>	
<p>1130.01</p>	<p>All single-family residential developments shall incorporate architectural diversity whereby (a) the same house model and elevation shall not be directly across the street and (b) a minimum 2-lot separation shall be required between the same house model on the same side of the street or diagonal from each other.</p>	<p>Variance from (b) since diagonal houses can be the same house model under current home mix guidelines.</p>	

1130.05(b)	(8) Twenty percent (20%) of all platted lots shall have partial natural finishes of stone, stucco, or brick on the front elevation. (9) Additionally, ten percent (10%) of all platted lots shall have natural finishes of stone, stucco, or brick.	The homes on ten percent (10%) of all platted lots shall have partial natural finishes of stone, stucco, or brick covering at least fifty percent (50%) of the net front elevation. The homes on twenty percent (20%) of all platted lots shall have partial natural finishes of stone, stucco, or brick covering at least twenty percent (20%) of the net front elevation.
1130.07(a)	Front loaded garages may not project or be set back more than four feet from the front line of the livable area of the home. A covered or uncovered porch shall not be considered a livable area of a home.	Garages shall not project more than six feet (6') from the front line of the livable area of the home; however, a home with a covered porch measuring no less than 4 feet by 6 feet in size may have a garage that projects no more than ten feet (10') from the front line of the livable area of the home.
1153.16(b)	The minimum setback on the corner lot side facing the side street shall be thirty-five feet.	30 feet (matching front setback).
1157.04(a)(1)	The minimum lot area is 12,200 square feet.	Minimum lot area of 8,400 square feet.
1157.04(a)(2)	Maximum lot coverage is 30%	Maximum lot coverage is 35%
1157.04(a)(6)	Side yard setback is ten (10) feet on each side as measured from the side property line.	Minimum side yard setback is six (6) feet.
1157.04(a)(7)	Rear yard setback is Thirty (30) feet as measured from the rear property line.	25 feet
1157.04	Ground floor and finished floor area requirements	1,400 sq. ft. for ranch. 1,800 sq. ft. for two story house.
1115.03(a)(1)	Local streets shall have a minimum right-of-way of 60 feet. The minimum pavement width shall be 30 feet measured face of curb to face of curb.	The minimum right-of-way width shall be 50 feet. The minimum pavement width shall be 26 feet face of curb to face of curb.

Preliminary Plan

Exhibit "D"

PRELIMINARY PLAN

FOR:

Walker Pointe

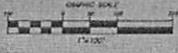
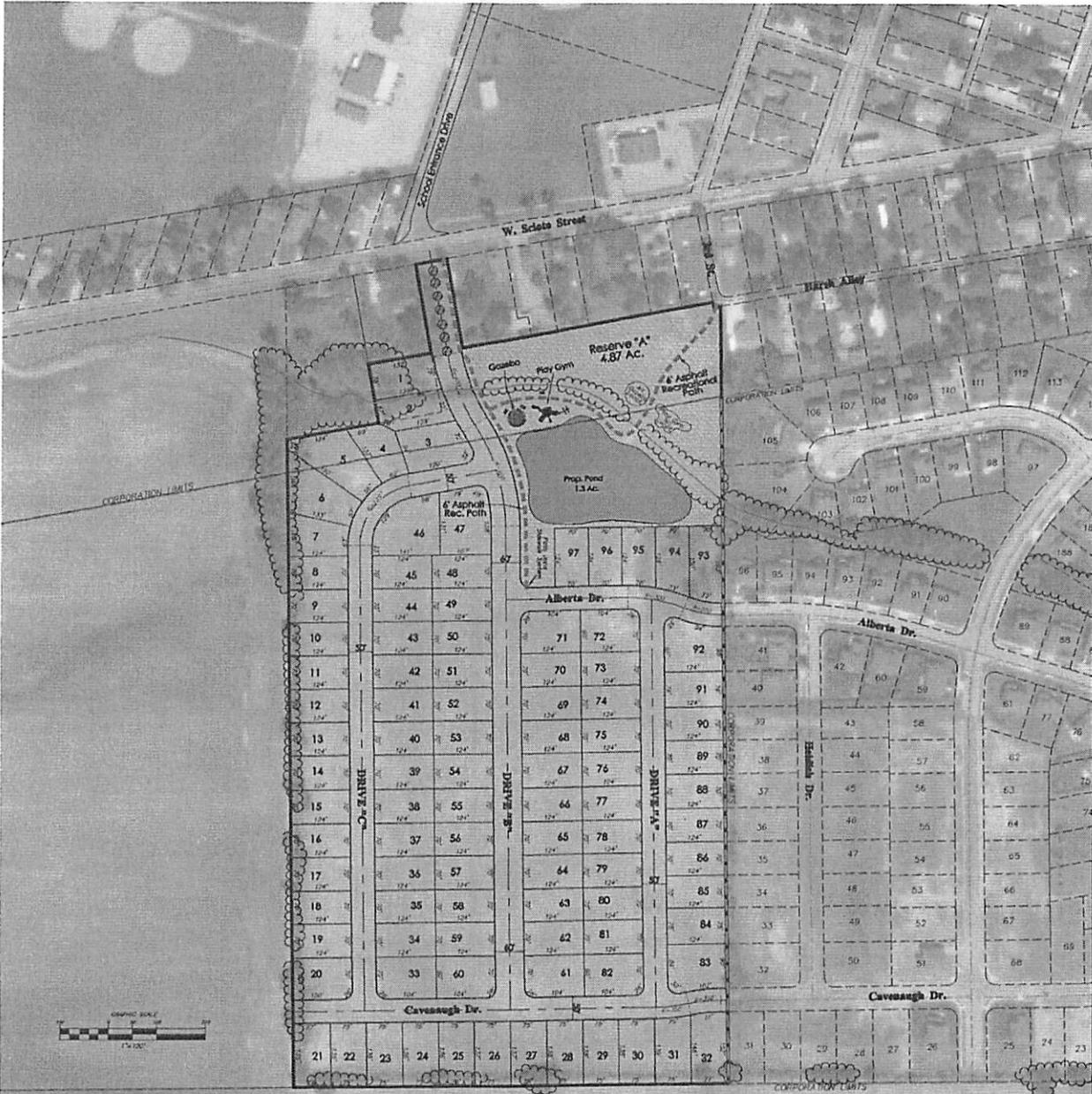
Section 4

COMMERCIAL POINT

LOCATED IN:

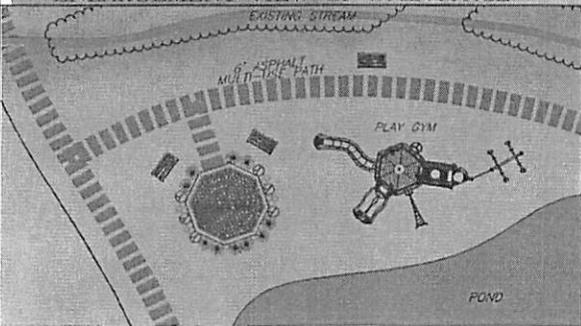
TOWNSHIP OF SCIOTO, COUNTY OF PICKAWAY, STATE OF OHIO

PREPARED BY:
TAT WATCON
 CONSULTING ENGINEERS
 & SURVEYORS
 83 Skull Avenue
 Columbus, Ohio 43230
 Ph. (614) 414-7979



2: WALKER POINTE (SECTION 4) - PRELIMINARY PLAN FOR WALKER POINT COMMERCIAL POINT PRELIMINARY PLAN (2-11-11) DWG. - © WATCON - REVISED BY THE ARCHITECT - FEBRUARY 21, 2019 - 2:13 PM

ENLARGEMENT VIEW OF OPEN SPACE



SITE STATISTICS

TOTAL ACREAGE:	32.24 ACRES	LOT SETBACKS
NUMBER OF LOTS:	97	FRONT YARD SETBACK: 30 FT.
RIGHT-OF-WAY AREA:	6.14 ACRE	SIDE YARD SETBACK: 6 FT.
NET AREA:	26.06 ACRE	REAR YARD SETBACK: 25 FT.
GROSS DENSITY:	3.0 LOT/ACRE	
NET DENSITY:	3.7 LOT/ACRE	
OPEN SPACE:	5.32 AC.	
MINIMUM LOT WIDTH:	70' FT. (88/1)	
TYPICAL LOT SIZE:	70' x 120' (8,400 sq.ft.)	
LINEAR FT. OF 50' R/W:	3,540 L.F.	
LINEAR FT. OF 60' R/W:	1,622 L.F.	
TOTAL LIN. FT. OF ROAD:	5,142 L.F.	
LIN. FT. OF RECREATIONAL PATH:	1,360 L.F.	
PROPOSED ZONING:	PRD	

DATE: JANUARY 21, 2019