



## CITY OF PATASKALA PLANNING AND ZONING COMMISSION

City Hall, Council Chambers  
621 West Broad Street  
Pataskala, Ohio 43062

### STAFF REPORT

August 5, 2020

#### Final Plan Application FP-20-002

<b>Applicants:</b>	Westport Homes, a D.R. Horton Company
<b>Owner:</b>	D.R. Horton-Indiana, LLC
<b>Location:</b>	0 East Broad Street (PID: 63-14090-00.001)
<b>Acreage:</b>	10.5 acres
<b>Zoning:</b>	PDD – Planned Development District
<b>Request:</b>	Requesting approval of a Final Plan pursuant to Section 1113.28 of the Pataskala Code for Phase 7 of the Broadmoore Commons subdivision.

#### Description of the Request:

The applicant is seeking approval of the Final Development Plan for Phase 7 of the Broadmoore Commons Planned Residential Development pursuant to Section 1255.13 of the Pataskala Code.

#### Staff Summary:

The property was rezoned to the PDD – Planned Development District in 1999. The plan was reconfigured a few times, but ultimately expired due to lack of progress. Therefore, the applicant had to begin the approval process at the Preliminary Development Plan stage; however, a rezoning of the property was not required as it was already rezoned to the PDD – Planned Development District. The Preliminary Development Plan for Broadmoore Commons was approved by the Planning and Zoning Commission on May 4, 2016.

As approved, Broadmoore Commons is a 274-lot subdivision comprised of both single-family homes and attached two-family homes. The subdivision also includes five (5) reserve areas containing wetlands, stormwater facilities, tree stands and/or landscaped areas. Access is gained via a boulevard entrance off Broad Street with two stub streets to adjacent properties located at the end of Woodland Sky Drive and Timber Valley Drive. Street lights are located at intersections with one lamp post required on each lot. A summary of each phase is below:

Phase	FDP Approval Date	# of Lots	Status
1	1/4/2017	54	Accepted
2 & 3	5/3/2017	87	Accepted
5	4/3/2019	31	Accepted
4 & 6	12/4/2019	63	Under Construction
7	n/a	38	Pending

Phase 7 will consist of a total of 38 lots:

Minimum Dimensions:	65'-70' x 125'
Front Yard Setback:	25' minimum
Side Yard Setback:	5' minimum (10' total minimum)
Rear Yard Setback:	25' minimum

Phase 7 will also result in the extension of Old Bay Drive, and the creation of Timber Valley Drive. This will be the final phase of development within the Broadmoore Commons subdivision.

The required street trees for Broadmoore Commons were permitted, via a divergence, to be located on private property five (5) to 10 feet outside of the right-of-way. The Public Service Director at that time, was opposed to having trees located within the right-of-way in the tree lawn, which was required by code. Issues have arisen when implementing the installation of these trees. It is not always clear on the plans the number of trees allocated to each lot, or in some instances, lots receive so many trees that it does not seem practical. This creates a limitation of the available space on the property, perhaps to the point that the trees are removed by the homeowner. While this plan for the street trees was approved by the Planning and Zoning Commission, it does not seem practical or sustainable in practice. As the current Public Service Director prefers trees to be in the tree lawns, Staff felt a revised plan could be created that would be beneficial for all parties involved.

The Applicant has proposed that the street trees be placed at 50-foot intervals. Section 1283.05(A) of the Pataskala Code requires street trees to be at 30' intervals. Phases 1 through 6 have already been approved with a divergence from this section of code to permit for 50-foot street tree spacing. The increase in spacing was due to potential conflicts with driveways, signage, and streetlights, and the Applicant has chosen to follow suit with the new phase to match the existing spacing. There are 60 street trees proposed at 50-foot spacing. 34 Red Maples, and 26 Redmond American Lindens.

As part of Phase 5, approved April 3, 2019, the Applicant is to construct an 8' wide compacted crushed limestone path in Phase 5 in lieu of replacement trees in the remaining phases. Phases 1 and 2 were completed with the replacement trees as required, however, phases 3 through 6 have none. With the remaining replacement trees being removed for the path in Phase 5, there are now 0 replacement trees proposed for Phase 7.

The Applicant also included a preliminary Final Plat with the Final Plan submission; however, Final Plats are approved administratively upon acceptance of the public improvements by City Council. The Public Service Director, City Engineer, and SWLCWSD have provided comments on the Plat; however, these will be addressed before the Plat is signed and recorded and are not necessary for approval of the Final Plan.

**Staff Review:** *The following summary does not constitute recommendations but merely conclusions and suggestions from staff.*

Planning and Zoning Staff:

Following approval by the Planning and Zoning Commission, the Applicant will submit a mylar copy of the approved plan for signatures. Planning and Zoning Staff has no concerns with the proposal.

City Engineer (Full Comments Attached)

- 1) We have no additional engineering comments.
  - a) Would note that not all comments from our review in January have been addressed with this submittal. I will refer to Alan to ensure comments provided to the developer/engineer have been addressed.

Public Service Director (Full Comments Attached)

1. Engineer plans have been approved
2. (In response to City Engineer) Comments have been addressed, no further comments at this time.

Southwest Licking Community Water and Sewer District

1. Sheet 2 of Final Plat – the 20’ sanitary sewer easement shall continue through Reserve ‘F’ between lots #235 & 236

**Surrounding Area:**

Direction	Zoning	Land Use
North	PDD- Planned Development District GB – General Business	Broadmoore Commons Phase 6 Single-Family Homes
East	R-87 – Medium-Low Density Residential	Agricultural
South	R-87 – Medium-Low Density Residential	Agricultural
West	R-20 – Medium Density Residential	Reserve Area Broadmoore Commons Phase 5

**Final Development Plan Approval:**

According to Section 1255.20 of the Pataskala Code, the Planning and Zoning Commission shall consider approval of a final development plan if the proposal:

- a. The Final Development Plan conforms in all pertinent respects to the approved Preliminary Development Plan, provided that the Planning and Zoning Commission may authorize plans amended as specified in Section 1255.14.
- b. That the proposed development advances the general health and safety of the City of Pataskala.
- c. That the Planning and Zoning Commission is satisfied that the developer has provided sufficient guarantees or demonstrates possession of the requisite financial resources to complete the project.
- d. That the interior road system, proposed parking, and any off-site improvements are suitable, safe, and adequate to carry anticipated vehicular and pedestrian traffic generated by and within the proposed development and to adjacent property.
- e. The development has adequate public services and open spaces.

- f. The development preserves and is sensitive to the natural characteristics of the site in a manner that complies with any applicable regulations.
- g. The development provides adequate lighting for safe and convenient use of the streets, walkways, driveways, and parking areas without unnecessarily spilling or emitting light onto adjacent properties or the general vicinity.
- h. Signs, as shown on the submitted sign plan, will be of a coordinated effect throughout the planned district, and with adjacent development; are of appropriate size, scale, design, and relationship with principal buildings the site and surroundings, so as to maintain safe and orderly pedestrian and vehicular circulation.
- i. The landscape plan adequately enhances the principal buildings and site; maintains existing trees to the extent possible; buffers adjacent incompatible uses; breaks up large expanses of pavement with natural materials; and utilizes appropriate plant selections of the buildings, site and climate.
- j. That the existing and proposed utilities, including water and sewer service, and drainage will be adequate for the population densities and nonresidential uses proposed in the Planned Development District and complies with applicable regulations established by the City or any other governmental entity which may have jurisdiction over such matters.
- k. Phases of projects are planned so that these conditions are complied with to meet the needs of that phase upon its completion.
- l. That any other items shown in the final development plan or in the accompanying text be addressed to the Planning and Zoning Commission's satisfaction.

**Department and Agency Review**

- Zoning Inspector – No Comments.
- City Engineer – See attached.
- Public Service – See attached.
- SWLCSWD – See attached.
- Police Department – No Comments.
- West Licking Joint Fire District – No Comments.
- Licking Heights School District – No Comments.

**Modifications:**

Should the Planning and Zoning Commission choose to approve the applicant's request, the following modifications may be considered:

1. The Applicant will submit mylar copies of the approved Final Plan to Planning and Zoning Staff.

**Resolution:**

For your convenience, the following resolution may be considered by the Planning and Zoning Commission when making a motion:

"I move to approve Application number FP-20-002 pursuant to Section 1225.13 of the Pataskala Code. ("with the following modifications" if modifications are to be placed on the approval)."

**From:** [Scott Haines](#)  
**To:** [Jack Kuntzman](#)  
**Cc:** [Alan Haines](#); [Jim Roberts](#); [Scott Fulton](#); [Lisa Paxton](#)  
**Subject:** RE: Pataskala PZC Review Memo for 08-05-2020  
**Date:** Tuesday, July 28, 2020 8:17:33 PM

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Jack

Hull & Associates have reviewed the agenda items for the August PZC Meeting and offer the following comments.

FP-20-002

1. We have no additional engineering comments.
  - a. I would note that not all comments from our review in January have been addressed with this submittal. I will refer to Alan to ensure the comments provided to the developer/engineer have been addressed. I am available tomorrow morning from 8-8:30 and 9:30-12 to discuss with Alan and/or yourself if needed.

PM20-002

1. The Current Driveway spacing does not currently meet section 1117.30 which references the Licking County Access Management and Per section 8.10. The minimum spacing for a driveways on a minor arterial at 45 mph is 400'.

Thank You

**Scott R. Haines, P.E., CPESC**

Senior Project Manager

**HULL** | Newark, Ohio

Environment / Energy / Infrastructure

d: 740-224-0839 | o: 740-344-5451 | f: 614-973-9070

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[web](#) | [directions to offices](#)

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**From:** Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>

**Sent:** Wednesday, July 8, 2020 11:53 AM

**To:** Steven Blake <sblake@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; Perkins, Kasey (Southwest Licking Local Schools) <kperkins@laca.org>; Chris Gilcher <cgilcher@swlcws.com>; Greg Chumney <gchumney@lickingcohealth.org>; Alan Haines <ahaines@ci.pataskala.oh.us>

**Cc:** Scott Fulton <sfulton@ci.pataskala.oh.us>

**Subject:** Pataskala PZC Review Memo for 08-05-2020

**Importance:** High

Good afternoon everyone.

You are receiving this email because one or more of the Applications submitted for the August 5, 2020 Planning and Zoning Commission is within your jurisdiction. Please see the list below for which Applications are being submitted for your review.

**FP-20-002:** Steven Blake, Jim Roberts, Bruce Brooks, Doug White, Philip Wagner, CJ Gilcher, Alan Haines

**PM-20-002:** Steven Blake, Jim Roberts, Bruce Brooks, Doug White, Kasey Perkins, CJ Gilcher, Greg Chumney, Alan Haines

Please review the applications, and if you have any comments or concerns regarding them have them submitted to me by at least July 24<sup>th</sup>. They will be included in the Staff Report that is given to the Commission members.

And if you have any questions about the Applications themselves, feel free to contact me.

Here is a link to download the review memo: [https://pataskala-my.sharepoint.com/:f/g/personal/jkuntzman\\_ci\\_pataskala\\_oh\\_us/EkX2uLY9DcxAJEi0OuP0tF4BGzsSN3434wFm9Nxl7Gwahw?](https://pataskala-my.sharepoint.com/:f/g/personal/jkuntzman_ci_pataskala_oh_us/EkX2uLY9DcxAJEi0OuP0tF4BGzsSN3434wFm9Nxl7Gwahw?)

**From:** [Alan Haines](#)  
**To:** [Jack Kuntzman](#)  
**Subject:** PZC 8-5-20 - PSD Review Comments  
**Date:** Friday, July 24, 2020 1:44:04 PM

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Jack,

My comments are as follows:

1. FP-20-002
  - a. Engineering plans are approved.
  - b. No further comments at this time.
2. PM-20-002
  - a. My comments from 2-21-20 will apply to the construction plans once submitted.
  - b. Also note for the construction plans:
    - i. Clarify whether the stormwater basin will be:
      1. A detention basin (dry)
      2. Or retention pond (wet)
    - ii. Identify where the pond will outlet to.

Let me know if questions.

Regards,

Alan W. Haines, P.E.  
Public Service Director  
City of Pataskala

621 W. Broad Street  
Suite 2B  
Pataskala, Ohio 43062

Office: 740-927-0145  
Cell: 614-746-5365  
Fax: 740-927-0228



## *Southwest Licking Community Water & Sewer District*

Mailing: P.O.Box 215  
Etna, Ohio 43018

Administrative Office: 69 Zellers Lane  
Pataskala, Ohio 43062

Phone: 740.927.0410

Fax: 740.927.4700

Website: [www.swlcws.com](http://www.swlcws.com)

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July 20, 2020

To: Jack Kuntzman, City of Pataskala Planner

From: CJ Gilcher

Re: Broadmoore Commons Phase 7 Final Plan Application FP-20-002

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The District has reviewed the final plan application for the Broadmoore Commons Phase 7 project and has the following comments:

Plat

Sheet 2 – The 20' sanitary sewer easement shall continue through Reserve "F" between lots #235 & 236.

This concludes our comments at this time. If you have any questions, please feel free to contact me at phone number or email below.

Thank you,

*Christopher Gilcher*

CJ Gilcher  
Utilities Superintendent  
614-348-6627  
[cgilcher@swlcws.com](mailto:cgilcher@swlcws.com)



# CITY OF PATASKALA PLANNING AND ZONING COMMISSION

City Hall, Council Chambers  
621 West Broad Street  
Pataskala, Ohio 43062

## FINAL PLAN APPLICATION

(Pataskala Codified Ordinances Chapter 1113)

Property Information	
Address: East Broad Street, Pataskala, Ohio 43062	
Parcel Number: 063-140790-00.001	
Zoning: PDD	Acres: 10.5
Water Supply:	
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking
<input type="checkbox"/> On Site	
Wastewater Treatment:	
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking
<input type="checkbox"/> On Site	

Staff Use
Application Number: <i>FP-20-002</i>
Fee: <i>2000</i>
Filing Date: <i>7-1-20</i>
Hearing Date: <i>8-5-20</i>

Applicant Information		
Name: Westport Homes, a D.R. Horton Company		
Address: 507 Executive Campus Drive, Suite 100		
City: Westerville	State: OH	Zip: 43081
Phone: (614) 365-0066	Email: TerryA@wesport-home.com	

Documents
<input checked="" type="checkbox"/> Application
<input type="checkbox"/> Fee
<input checked="" type="checkbox"/> Final Plan
<input checked="" type="checkbox"/> Deed
<input checked="" type="checkbox"/> Address List
<input checked="" type="checkbox"/> Area Map

Owner Information		
Name: D.R. Horton-Indiana LLC		
Address: 9210 N. Meridian Street		
City: Indianapolis	State: IN	Zip: 46260
Phone: (614) 365-0066	Email: TerryA@wesport-home.com	

Final Plan Information
Describe the Project: Broadmoore Commons Phase 7 is the final phase of development consisting of 38 traditional single family detached homes on approximately 10.5-acres. The final development plan is in conformance with the approved preliminary development plan. See attached plans.

## Documents to Submit

**Final Plan Application:** Submit 14 copies of the final plan application.

**Final Plan:** Submit 14 copies of the final plan on sheets 24 x 36 inches in size containing the following:

- a) Proposed name of the subdivision, location by section, range, township or other officially recognized survey number, date, north arrow, scale and acreage.
- b) Name and address of the owner and subdivider, State of Ohio registered professional engineer, and/or surveyor who prepared the plan, and their appropriate registration numbers and seals.
- c) Plan boundaries, based on accurate traverse, with angular and lineal dimensions. All dimensions, both linear and angular shall be determined by an accurate control survey in the field which must balance close, within the limit of one (1) in 10,000.
- d) Bearing and distances to nearest established street lines, or other recorded permanent monuments.
- e) Exact locations, right-of-way, names of all streets within and adjoining the plat, and the building setback lines.
- f) Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths of bearings and chords of all applicable streets within the plat area.
- g) All easements and right-of-way provided for public or private services and/or utilities.
- h) All lot numbers and lines with accurate dimensions in feet and hundredths. When lots are located on a curve, the lot width at the building setback line shall be shown.
- i) Accurate location and description of all monuments.
- j) Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for the common use of all property owners. The use and accurate boundary locations shall be shown for each parcel of land to be dedicated.
- k) A copy of any restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision.
- l) Certification by a State of Ohio registered surveyor to the effect that the plan represents a survey made by him, that the monuments shown thereon exist as located, and that all dimensional details are correct.
- m) Typical sections and complete profiles of streets and other related improvements to be constructed in the proposed subdivision.
- n) The location of, and a description of all monuments and pins as specified in Section 1121.04.
- o) If a zoning change is involved, certification from the City Zoning Inspector shall be required indicating that the change has been approved and is in effect.
- p) Certification shall be required showing that all required improvements have been installed and approved by the proper City officials and/or other agencies, or the required bond or other surety is in effect assuring installation and initial one (1) year minimum maintenance of the required improvements (Section 1113.18(d)).

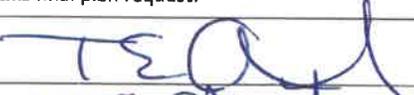
**Deed:** Provide a copy of the deed for the property with any deed restrictions. Deeds can be obtained at [www.lcounty.com/rec](http://www.lcounty.com/rec).

**Address List:** Submit one copy of a list of all property owners and addresses of those owning property within 200 feet or two parcels from any point on the subject property line, whichever creates more property owners. This list must be in accordance with the Licking County Auditor's current tax list and must be submitted on mailing labels.

**Area Map:** Submit 14 copies of an area map from the Licking County Engineer's office showing the area encompassed by the address list. Area maps can be obtained at [www.lcounty.com/taxparcelviewer/default](http://www.lcounty.com/taxparcelviewer/default).

## Signatures

I certify the facts, statements and information provided on and attached to this application are true and correct to the best of my knowledge. Also, I authorize City of Pataskala staff to conduct site visits and photograph the property as necessary as it pertains to this final plan request.

Applicant:		Date:	6.9.2020
Owner:	 TERRY E. ANDREWS	Date:	6.9.2020

**DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**BROADMOORE COMMONS SUBDIVISION**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Westport Homes of Ohio, Inc., an Ohio corporation of 507 Executive Campus Drive, Suite 107, Westerville, Ohio, 43082 (the "Developer").

A. Developer is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

B. Developer desires to develop the Property into a residential subdivision consisting of multiple housing types, and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer deems it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its

successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

## GENERAL PROVISIONS

### I. APPLICABILITY

A. This Declaration shall apply to the entire Property as described on the attached Exhibit A. Developer intends to develop the Property into multiple, different housing types, including but not limited to individual homes on traditional single-family lots, twin singles on zero-lot-line lots, and detached cluster housing, and the covenants, conditions and restrictions contained herein may apply differently to lots and homes within the areas in which differing housing types are constructed. In addition, if Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development types within the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of Broadmoore Commons Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of Broadmoore Commons, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at Broadmoore Commons may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

B. Developer shall, prior to the transfer of the first Lot (as defined hereinafter) owned by it at Broadmoore Commons, create an association for the purpose of carrying out and performing certain obligations as described herein. As specifically provided herein after, (i) membership in the Association shall be mandatory for all Lot owners; (ii) the Association shall be required to maintain the common areas in Broadmoore Commons, and the funding of such maintenance shall be the

legally enforceable obligation of each Lot owner; and (iii) the obligations of the Association and its individual members shall be enforceable by each Lot owner, by the Developer, the Association and by the City of Pataskala.

## II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Association by each Owner annually.

B. "Assessments" - collectively referring to all charges made by the Association to an Owner relating to the Association, including but not limited to Annual Assessments, Lot Assessments and Special Assessments as defined herein after.

C. "Association" – the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. The Association shall be named Broadmoore Commons Homeowners' Association, Inc. (or similar name), and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity. Developer reserves the right, in the exercise of its discretion or if required by governmental approval processes, to form a single "Master" Association, with separate "Sub-Associations" for the separate Sub-Areas (as defined below), and if a Master and Sub-Associations are in fact formed, the term "Association" as used herein shall refer collectively and individually, as the context requires, to the Master and/or Sub-Association(s).

D. "Association Documents" – the formative documents of the Association, consisting of the articles of incorporation, code of regulations, this Declaration (as the same may be amended from time to time), and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" - the board of trustees or other management body of the Association.

F. "Common Expenses" - expenses incurred in maintaining the Common Property and operating the Association.

G. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the use and/or maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

H. "Developer" – Westport Homes of Ohio, Inc. and any manager, general partner, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration. The term "Developer" also includes any home builder constructing homes on the Property if such builder is legally affiliated with the Developer.

I. "Improvements" - all man-made or man-installed alterations to the Property, following the initial erection of a primary residential structure on a Lot, which are visible from the exterior of any primary structure on a Lot, which cause the Property to deviate from its condition prior to such alteration(s), including but not limited to buildings, outbuildings and garages and the collective and individual component parts thereof including but not limited to roofs, walls, windows, doors, awnings and room additions; permanent or temporary signs or sign 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 and recreational courts; slope and drainage alterations; roads, driveways, covered or uncovered parking areas and other paved areas; recreational devices and equipment whether fixed in place or movable; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, gazebos, playground equipment, play houses, walkways, paths, trees, hedges, shrubs and other forms of landscaping, and all structures of every type.

J. "Lot" - a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of owners of other Lots in the subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such replatted Lots. Once a split/combination is completed by Developer, the former lots shall cease to be "Lots" for any and all purposes hereunder; Lot combinations obtained by Owners other than Developer shall NOT cause each of the Lots combined to cease being separate Lots for any and all purposes hereunder.

K. "Lot Assessment" an assessment that the Board may levy against one or more (but fewer than all) Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; 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; fines and related expenses assessed by the Association in connection with the enforcement of the Association's rights hereunder; and all other charges reasonably determined to be a Lot Assessment by the Board.

L. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

M. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

N. "Operating Fund" - the fund established pursuant to Article IX.

O. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

P. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Rules" - the rules and regulations governing use of and activities upon the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII.

R. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

S. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising governmental jurisdiction over the Property.

T. "Sub-Area" – a portion of the Property on which a distinctly identifiable type of housing is developed and constructed. Within a given Sub-Area, separate standards may exist and unique rules may be adopted and applied according to which the ownership and use of Lots and Improvements within such Sub-Area may be limited and restricted.

U. "Turnover Date" - the date described in Article VII, Paragraph B.

### **III. GOALS**

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

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

## DEVELOPMENT & USE RESTRICTIONS

### IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property 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, and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot (other than the initial construction of a primary residential structure pursuant to plans approved by Developer) until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Board. No Improvements may be constructed, erected or installed within any area designated as a "Drainage Easement" on a recorded plat for Broadmoore Commons unless approved by Pataskala, and by the Design Review Board. Front, rear and side yard areas shall consist, primarily, of grassed lawn areas, with a reasonable amount of planting bed, hardscape and other landscape components.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer (or by one or more builders with Developer's approval) while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three (3) days after a public governmental election in which the Lot Owners are permitted to vote, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition against an

individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in the Common Area without the approval of the Board.

E. Animals. No person may keep, breed, board or raise on any Lot or in or upon any part of the Common Property, any animal, livestock, farm animal (including but not limited to horses, chickens, ducks and pigs regardless of size), reptile, or poultry of any kind, nor any animal for any commercial purpose, unless expressly permitted by the Rules. Common domestic pets, limited to not more than three (3) cats and/or three (3) dogs, and pets that are kept only inside of the residence at all times, are permitted for non-commercial, and non-breeding purposes. All permitted domestic pets shall be properly restrained when outside of the house, and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance (including unreasonable volume or repetitive barking). Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Board's discretion.

F. Nuisances. No noxious or offensive activity or trade shall be permitted on the Property or within any dwelling located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns, until and unless plans for the same have been submitted to and approved by the Design Review Board. The Design Review Board may limit the size and height of storage buildings (10' x 10' x 10' shall be the maximum permitted), and may require the use of and/or prohibit specific building materials (no metal sheds are permitted), building design components, and colors, as conditions to the approval of storage building plans. Storage buildings may be prohibited by the Design Review Board entirely, on certain lots, or in certain areas of the Property, in spite of the fact that they may be approved on other lots, or in other areas. No shed or structure of any kind is permitted within any area designated on a recorded plat for Broadmoore Commons as a "Drainage Easement." Any storage building approval granted by the Design Review Board is subject to revocation if the condition and/or appearance of the storage building constructed pursuant to such approval deteriorates, and the lot owner fails within 30 days of notice from the Board to take remedial

action as reasonably directed by the Board to repair, replace and/or properly maintain the structure and appearance thereof.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the 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. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles.

1. The Board has the right and power to adopt and enforce reasonable rules concerning the parking of any vehicle permitted on the Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.
2. No commercial vehicles, boats, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed structure shielded from view), for any time period longer than forty-eight (48) consecutive hours, or ninety-six cumulative hours in any thirty (30) day period, and the burden of establishing that said time periods have not been exceeded is borne by the Owner of the Lot on or in front of which such parking occurs, and/or by the owner of the vehicle. The foregoing notwithstanding, nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days (the burden of proving that such time period has not been exceeded in each/any instance is borne by the Owner of the Lot on or in front of which the vehicle is located, and/or the owner of the vehicle), unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority, but not the obligation, to have the same removed at the owner's expense.

As used herein, the word "trailer" shall include 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 occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten-person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both

business and personal purposes, shall not be considered “commercial vehicles” merely by virtue of advertising information painted or otherwise affixed thereto, but may be deemed to be Commercial Vehicles by virtue of the combination of such factors as determined by the Board. The Board’s determination that a vehicle meets the definition of a “trailer” or “commercial vehicle” (or boat, camper, bus or mobile home) shall be deemed final and conclusive.

K. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the lot.

L. Antennae; Miscellaneous Improvements. 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 the premises, 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. No clothesline or other apparatus designed or intended for use of air drying clothes or other items shall be permitted. No metal swing set shall be permitted on any lot.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Tanks. No tanks for the storage of propane gas or fuel oil or other flammable liquid or gas, shall be permitted to be located above or beneath the ground of any Lot except that propane gas in residentially sized containers such as are common for the use of residential gas cooking grills are permitted. The provisions of this subparagraph shall not prohibit the Developer from utilizing propane gas for the heating of homes under construction, or from having one or more model homes that use propane gas as a heating fuel prior to the time that electric or gas furnace hook-ups are available for such model(s). If natural gas is not available, or ceases to be available, as a heating fuel source for Broadmoore Commons, the prohibition against propane and fuel oil tanks shall be deemed removed from this Declaration without the need for further action by the Declarant.

O. Required Trees. Developer may designate one (1) or more species or types of trees as deemed necessary by Developer, and/or as required by governmental authorities having jurisdiction over the Property, to be planted along the street or in the front or side yards of the Lots (the designated locations of such trees may, as determined by Developer or required by local governmental regulation, be in the “tree lawn” located within the road right-of-way, or on the Owner’s Lot along the road right-of-way). If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform trees. Each Lot Owner on whose Lot a Required Tree is located, shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the subdivision. A Lot's Owner shall be responsible at his/her/their sole expense, for the maintenance in good appearance and functional condition of the mailbox for such Owner's Lot. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Developer and Design Review Board, and as required by applicable statute(s) and/or ordinance(s).

R. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain Sub-Areas or portions of Sub-Areas. All fencing and walls shall meet any applicable requirements (if any) in subpart T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Board in reviewing fence applications:

1. Fences or walls shall be constructed of wood, vinyl, wrought iron (or high quality aluminum or vinyl wrought iron style), stone or brick, as approved by the Design Review Board, and in no event shall chain link or other metal wire fencing be permitted. Chain link and/or wire fencing material may not be used in the construction of any Improvement that is visible from the exterior of a lot;
2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum;
3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat (front and side yard building lines on corner lots), except that ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or entirely adjacent to entrance platforms or steps are permitted;
4. Treated wood split rail fences are permitted. Dark painted or coated wire mesh or plastic mesh attached to a split rail fence is permitted, but in no event may uncoated "chicken wire" be used for such purpose;

5. Decorative wood and plastic fencing are permitted only by express, case-by-case approval of the Design Review Board or its assigns; and
6. No fences may be constructed within any area designated on a recorded plat for Broadmoore Commons as a “Drainage Easement,” excepting those installed by Declarant.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

S. Swimming Pools. No above ground swimming pool shall be permitted upon any Lot except that this Article IV, Paragraph S shall not be intended to prohibit the installation of a hot tub or sauna. A swimming pool shall be deemed to be an “above ground” pool if any portion thereof extends twelve inches (12”) or more above the surrounding yard elevation that exists prior to the installation/placement of the pool on the Lot, subject to the Design Review Board’s power to allow minor grade adjustments for the installation of an in-ground pool if such installation does not negatively impact the routing and management of storm and surface water. Any pool designed or manufactured for use as an above-ground pool shall be and constitute an “above-ground pool,” even if less than 12” of such pool extends above the surrounding yard elevation. One “baby pool” on a Lot which contains less than thirty-six (36) square feet of water surface area and has no filtration system of any kind, and which is conveniently capable of being filled, emptied and moved on a daily basis, is permitted.

T. Compliance with Zoning Requirements. 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, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification. Specifically, requirements so imposed include, but are not limited to the following:

1. Ranch style houses shall have a minimum finished floor area of 1,200 square feet;
2. Two-Story houses shall have a minimum finished floor area of 1,600 square feet;
3. Split-Level houses shall have a minimum finished floor area of 1,600 square feet;
4. Houses shall be constructed on the Lots using the following materials: stone, stucco stone, brick veneer, stucco, cementitious siding, vinyl siding, metal and vinyl soffit material, metal gutters and downspouts, metal flashing and accents, 30-year dimensional shingles, natural wood, and composite and vinyl trim material. Exterior colors shall be white, buff, beige, earth tones, grays, light blues, light greens, and light yellow. Accent colors for doors and shutters shall be black, blue, green, red, burnt red or matching to siding and trim colors. No high-chroma colors are permitted;
5. Driveways shall be constructed using poured concrete material.

## V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article. Broadmoore Commons is a planned community under Ohio Revised Code Chapter 5312.01 et seq., and Developer requires strict adherence to the design review standards and processes established herein, for the benefit of itself, the community in which the Subdivision is situated, and for the future owners of the individual lots that collectively comprise Broadmoore Commons.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or to appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Board's place, at will. The then current Board of Trustees shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property, except that Developer shall have and retain in all circumstances and at all times, the right and power to approve or disapprove of the architectural standards for the initial construction of each, any and all primary home structures being erected on each Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration. The power of the Design Review Board to adopt and implement design/architectural standards, may be exercised before or after the Design Review Board's receipt of an application for approval of an Owner's desired modification or installation of Improvements; but architectural/design standards may not be implemented retroactively to cause previously installed Improvements that have been approved by the Design Review Board, to lose their status as 'approved'.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. 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, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and

specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority on a case-by-case basis to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Property. Variances are intended to be able to be granted in circumstances in which the physical attributes of a Lot cause such Lot to be unique or meaningfully distinguishable from the physical attributes of other Lots in the Subdivision, such physical difference(s) giving rise to the above-described unnecessary hardship or practical difficulties. Variances are not intended to be available to enable an Owner to avoid the application of these Restrictions by virtue of such Owner's personal life circumstances or decision-making (i.e., having a dog that can jump more than 48" is NOT a justification for a variance to the 48" maximum fence height limitation; whereas having a Lot that abuts railroad tracks is such a justification).

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements constructed and landscaping installed by the Developer or its affiliates, partners, members or shareholders in connection with the initial construction of a home on a Lot, shall be deemed to comply in all respects with the requirements of the Design Review Board, and separate approval thereof by the Design Review Board is not required.

## **VI. EASEMENTS AND LICENSES**

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without

limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration, including inspecting areas to confirm compliance with this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. Nothing contained in this paragraph shall act to create an obligation on the part of the Association to enter upon Lots to inspect, or to perform maintenance thereon.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, storm water retention or detention, potable water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property 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 the Property; 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 delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any improvements thereon, Developer shall be responsible for the restoration of such portions or improvements at Developer's sole cost.

D. Easement for Services. A non-exclusive easement is hereby granted to all public safety personnel including police and fire departments, ambulance operators, mailmen, deliverymen, 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 Lots and Common Property to perform their duties. A specific easement is granted to the State, County, Township, Village and/or City in which the subdivision is located, granting the right but creating no obligation, for the maintenance of any and all improvements or conditions located in areas designated by plat as "Drainage Easements."

E. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of Broadmoore Commons, upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Developer reserves Special Easements for the purpose of

constructing Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easement areas are also No-Build Zones. The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by the Developer, the State or the Association, the responsibilities of the Lot owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Developer reserve or establish Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, Developer has not reserved any Special Easements.

F. No-Build Zones/Non-Disturbance. Any areas (if any) designated on the recorded plat(s) or re-plats of Broadmoore Commons, in prior deed restrictions, or on Exhibit B, as “No-Build Zones” shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in no-build zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof. Any areas designated as “Non-Disturbance” zones shall be construed to be No-Build Zones, except that within Non-Disturbance zones, owners may not perform any maintenance without the prior approval of the Developer.

G. Tree Preservation Zones. Any areas (if any) designated on the recorded plat(s) or re-plats of Broadmoore Commons, in prior deed restrictions, or on Exhibit B, as “Tree Preservation Zones” shall be areas in which no Owner shall have the right to remove any trees unless they are dead, diseased or pose a threat to the health, safety and welfare of the Lot Owner, provided that the Developer and/or Lot Owner may remove unsightly or unwanted under-story plant material as long as such removal does not negatively affect the health of other trees in the Zone. The foregoing notwithstanding, Developer may do limited grading and tree removal within Tree Preservation Zones for the installation of storm water structures and/or grading and in connection with subdivision infrastructure development.

H. Wetland Buffer. Areas designated as ‘wetlands’ shall be surrounded by a ‘Wetland Buffer’ zone, which shall remain undisturbed and left in their natural state, and shall be deemed “Non-Disturbance” zones as described above.

## HOMEOWNERS’ ASSOCIATION

## **VII. MEMBERSHIP AND VOTING RIGHTS**

A. Membership. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in Broadmoore Commons such Owner agrees to be and acknowledges being a member of the Association, obligated to pay assessments as described herein after. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. 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 an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the Developer elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer, shall have voting rights in Association matters until the Turnover Date, nor shall any meetings of the Members be required prior to the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot (in any Sub-Area) at the subdivision. If Developer establishes a Master Association and separate Sub-Associations for Sub-Areas, the Turnover of the Master and every Sub-Association shall occur concurrently, after Developer ceases to own any Lots in any Sub-Area. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents. Nothing contained herein or in the Association Documents shall be interpreted or construed to limit the right of the Developer to cause the Turnover Date to occur any time prior to the time Developer ceases to own lots at the subdivision, in Developer's sole exercise of its discretion.

## **VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

A. Common Property. Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association, and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension

and/or expansion of utilities, and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

C. Cost-Sharing Agreements; Sub-Area Maintenance. The Association may enter into cost-sharing agreements with other homeowners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property. Additionally, the Association may provide site maintenance services, such as but not limited to snow removal, yard mowing, and fertilization, in one or more Sub-Areas, and the assessments (as defined and described below) may differ from Sub-Area to Sub-Area as deemed necessary and appropriate by the Association to equitably apportion the costs of such services to the Owners in the Sub-Area(s) receiving the benefits of such services.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, and the operations of the Association, which shall be consistent with but which may clarify and/or expand the terms of this Declaration and the other Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictions, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot. The provisions of ORC 5212.11 notwithstanding, the Board may, but shall not be required to give prior notice nor appeal/hearing rights to an Owner relative to the imposition of a Lot Assessment, if the Lot Assessment consists of a monetary fine related to non-compliance with the provisions of this Declaration, and further if at least 50% of any such fine is to be waived upon the Owner's taking remedial action relative to such violation within 30 days of the imposition of the fine.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be the Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. As the Association's agent, the Manager (if any) shall have no direct liability for actions taken thereby at the direction of the Board (but shall be liable for its own malfeasance). The compensation of the Manager shall be a

Common Expense, and one or more components of the Manager's compensation may consist of variable amounts payable to the manager directly by Owners as a result of transactions and or occurrences (i.e. the late payment of assessments) involving such individual Owners' Lots/accounts. The term of any management agreement shall not exceed two years (exclusive of possible renewals) and shall allow for termination by either party, without cause, and without penalty, upon no more than 90 days' prior written notice. Part of the Manager's compensation may include an initial lot assessment not to exceed Fifty Dollars (\$50.00) per Lot, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The Association shall carry liability insurance on any and all Retention or Detention Basins for the maintenance of which the Association is responsible. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes, provided that if specific insurance costs are incurred by the Association relative to the types of construction or services rendered in some, but not all Sub-Areas, then the increased costs thereof shall be paid through the Assessments charged to Owners in such Sub-Area(s).
2. The Association shall acquire and pay the premiums attributable to the types of insurance as is required by law, in amounts required by law or as otherwise deemed necessary and prudent by the Board, and any other insurance the Association deems necessary.
3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner 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 Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby 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 in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. Compliance with the foregoing requirement may be achieved, in whole or in part, by making the books and records available electronically. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering any books and records to a Member who requests the same, and the Association shall not be obligated to provide copies of records

containing information of a personal or private nature concerning other Owners' names, account numbers, contact information or similar information; nor unredacted records containing the Association's account numbers.

## **IX. ASSESSMENTS**

A. Operating Fund. The Board shall establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property. The Operating Fund shall be funded by Member Assessments.

B. Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the initial assessment referred to in Article VIII, Section (F) above, and the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, and including appropriate amounts to fund Reserves as provided by law, and shall assess each Owner of a Lot an Annual Assessment an equal amount based on such estimated expenses and reserves as divided by the total number of Lots. As part of the estimation process, the Board shall also determine which, if any, of the Association's costs are to be incurred for the benefit of or in the rendering of services to, one or more but less than all of the Sub-Areas, and the Annual Assessments chargeable to Owners in such Sub-Areas as receive special benefits or services shall be adjusted to cause such costs to be paid by the Owners in such Sub-Areas. Within any given Sub-Area, all Owners shall be assessed an equal amount based on the combination of the estimated Common Expenses attributable to all Sub-Areas, and the Common Expenses attributable to some but not all Sub-Areas. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

D. Special Assessments. The Board may levy against the Lots a Special Assessment to pay for capital expenditures or to fund necessary costs and expenditures not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s),

including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); 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 fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The foregoing notwithstanding, the Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration, and no such notice and hearing shall be required if at least 50% of the fine can be avoided by the Owner by taking such actions as are necessary, within 30 days of the date of the imposition of the Lot Assessment, to eliminate or remove the violative condition that gave rise to the Lot Assessment.

F. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25. Such interest and Late Fees shall not be considered "Lot Assessments" as such term is defined in ORC Chapter 5312.
2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees (none of which shall be considered "Lot Assessments" as such term is defined in ORC Chapter 5312) shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.
3. Liens. All unpaid Assessments, 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 remains unpaid for 10 days after it is due, then the Board may (but shall not be required to) 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 costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. The Association's continuing right to file its lien shall survive a transfer of title to a Lot unless expressly otherwise provided by applicable law, and said rights and any actually filed lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

## **X. MAINTENANCE**

A. Maintenance by Association. Subject to reasonable fiscal limitations and the exercise of the Board's reasonable business judgment, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures (including entry and similar signage as applicable), and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. The foregoing notwithstanding, the Association may designate portions of the Common Property to be left in their 'natural' condition, without mowing, treatment or other maintenance of any kind. Each Owner by accepting a deed to a Lot (or any portion thereof) in Broadmoore Commons acknowledges that portions of the Common Property are to be left in their natural state, including wetland areas which may, at times, result in mosquitoes, flora and fauna, which to some owners may be undesirable. The Association may also elect to provide certain maintenance services in certain Sub-Areas, and upon such election the Owners in such Sub-Areas are required to abide by such election and to refrain from interfering in any way with the Association's provision of such services.

B. Maintenance by Owner. Except as otherwise provided herein, each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements on and to, structures on, and, equipment and components used in connection with, his/her Lot. On any Lot on which a two-family (or more, if applicable) home is constructed, the obligations and duties described in this subparagraph shall be shared jointly and severally by each Owner of any portion of the Lot. This maintenance responsibility includes, without limitation, regularly watering and mowing grass during the grass growing season, regularly weeding planting beds, and a duty to maintain an Owner's Lot and house and all Improvements on the Lot in a reasonably neat, clean and well-maintained condition ("well-maintained" being definable from time-to-time by the Board as the average condition of all other Lots in the Subdivision). Each Owner shall promptly furnish all

necessary materials and shall perform or cause to be performed at his/her own expense, all maintenance, repairs and replacements on such Owner's Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property, or unreasonably diminish property values in the Subdivision. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred in doing so, including administrative costs for the coordination of such work.

D. Damage to Common Property by Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

## **XI. MISCELLANEOUS**

A. Term. This Declaration shall bind and run with the land for a term of 25 years from and after the date that this Declaration is filed for recording with the appropriate governmental office, and may not be terminated without Developer's consent during such time; and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a vote of not less than 75% of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, the City of Pataskala, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin 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, in the case of an action brought by the Developer or Association, the recovery of reasonable attorneys' fees). Failure of Developer, the Association, the Design Review Board 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 of this Declaration or the Rules. Any person having the right to enforce these Restrictions may also require that the Association be required to discharge its duties as described herein, but the Association shall not, in any case, be liable for any monetary damages, nor shall an award of attorney's fees be available to a Plaintiff in any such case. If the Association fails to discharge its duties hereunder, the City of Pataskala shall

have, in addition to the other rights and remedies described herein, the right to perform any maintenance that is the obligation of the Association, and to assess the Lot owners for all costs (including administrative costs and reasonable overhead) incurred by the City in performing such maintenance work.

C. Amendments. Until the Turnover Date Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof, and/or impose covenants, conditions, restrictions and easements upon the Property 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 the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, 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 United States Federal Housing 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 thereof has 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 additional property to this Declaration 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 Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the 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.

D. Developer's Rights to Complete Development. Developer shall have the 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) maintain 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 Property. Further, Developer or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Developer, or to construct, alter, remodel, demolish or replace any Improvements on any Common Property 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 (iii) require Developer to seek or obtain the approval of the Association or

the Design Review Board for any such activity or Improvement on any Common Property 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.

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

F. 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 this Declaration 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 60 days.

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

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee 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 or trustee. The Board members, officers and trustees 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 Board members, officers and trustees 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 (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee 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 Board member, officer or trustee, or former Board member, officer or trustee, may be entitled. The Board may cause the Association to indemnify a third party manager hired by the Board, for losses and liabilities

arising from such manager's performance of services in conformity to the directions of the Board.

H. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, 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.

I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, 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.

**IN WITNESS WHEREOF**, the Developer has caused the execution this Declaration as of the date first above written.

WESTPORT HOMES OF OHIO, INC.  
an Ohio corporation

BY: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Westport Homes of Ohio, Inc., on behalf of the corporation.

\_\_\_\_\_  
Notary Public

This Instrument Prepared by David A. Dye, Esq., DAVID A. DYE CO., LPA, P.O. Box 433, Grove City, Ohio 43123

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

Being Lots numbered \_\_\_\_ through \_\_\_\_, inclusive, of Broadmoore Commons, as the same is numbered and delineated on the recorded plat thereof, of record at Instrument Number \_\_\_\_\_ of the Licking County, Ohio Records, Licking County Recorder's Office.

**EXHIBIT B**

SPECIAL EASEMENTS SITE PLAN

[ATTACHED]

**EXHIBIT C**

**APPROVED FENCE DETAIL**

[ATTACHED]

# BROADMOORE COMMONS SECTION 7

LOCATED IN:  
 LOTS 13, 14 & 15  
 QUARTER TOWNSHIP 3, TOWNSHIP 1, RANGE 15  
 CITY OF PATASKALA, LICKING COUNTY, OHIO

## FINAL DEVELOPMENT PLAN

PREPARED FOR:  
 WESTPORT HOMES  
 A DIVISION OF D.R. HORTON  
 507 EXECUTIVE CAMPUS DRIVE  
 SUITE 100  
 WESTERVILLE, OHIO 43082  
 PH: 614-891-8545

SUBMITTAL: JUNE 26 2020

CIVIL ENGINEER &  
 LANDSCAPE ARCHITECT



Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43254  
 Phone: 614.775.6500 Toll Free: 888.775.3648  
 emht.com

### NOTES:

NOTE "A": ALL OF BROADMOORE COMMONS IS IN THE FLOOD HAZARD ZONE X AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 39089C0426J, EFFECTIVE DATE MARCH 15, 2015.

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

NOTE "C": ALL CONTOURS SHOWN HEREON ARE SET AT TWO FOOT INTERVALS.

NOTE "D": TREE PRESERVATION ZONE: TREE PRESERVATION ZONE AS SHOWN HEREON ARE INTENDED TO PRESERVE THE EXISTING TREES. TREES SHALL NOT BE REMOVED UNLESS THEY ARE DEAD, DISEASED OR POSE A THREAT TO THE HEALTH, SAFETY AND WELFARE OF THE LOT OWNERS. THE DEVELOPER AND OR LOT OWNER HAS THE RIGHT TO REMOVE ANY UNSIGHTLY OR UNWANTED UNDER STORAGE PLANT MATERIAL AS LONG AS IT DOES NOT EFFECT THE HEALTH OF THE EXISTING TREES. AS A PART OF THE DEVELOPMENT INFRASTRUCTURE THE DEVELOPER RESERVES THE RIGHT TO DO LIMITED GRADING AND TREE REMOVAL WITHIN THE TREE PRESERVATION ZONE FOR THE INSTALLATION OF STORM WATER STRUCTURES / DRAINAGE.

NOTE "E": ONE LAMP POST LIGHT SHALL BE INSTALLED ON EACH LOT WITHIN THE DEVELOPMENT, AS PER SECTION 1121.15(b) OF THE CITY OF PATASKALA CODIFIED ORDINANCES.

NOTE "F": DIVERGENCES:

- 1.) THE USE OF ADDITIONAL NATIVE TREES AS A PART OF THE PREFERRED NATIVE TREES AS DEFINED WITHIN TABLE 1283.03-02 FOR REPLACEMENT TREES. THESE TREES CAN INCLUDE TREES SUCH AS:
  - AMELANCHIER GRANDIFLORA (APPLE SERVICEBERRY)
    - MATURE HEIGHT: 15-25 FEET
    - MATURE CANOPY: 15-25 FEET
    - TYPE OF ROOT STRUCTURE: FIBROUS
  - CERCIS CANADENSIS (EASTERN REDBUD)
    - MATURE HEIGHT: 20-25 FEET
    - MATURE CANOPY: 25-30 FEET
    - TYPE OF ROOT STRUCTURE: TAP AND FIBROUS
  - CORNUS FLORIDA (DOGWOOD)
    - MATURE HEIGHT: 25-30 FEET
    - MATURE CANOPY: 20-25 FEET
    - TYPE OF ROOT STRUCTURE: SHALLOW FIBROUS
  - NYSSA SYLVATICA (BLACK GUM)
    - MATURE HEIGHT: 30-50 FEET
    - MATURE CANOPY: 20-30 FEET
    - TYPE OF ROOT STRUCTURE: DEEP TAP
- 2.) TO ALLOW A SINGLE ACCESS, OLD BAY DRIVE, LONGER THAN FIVE-HUNDRED (500) FEET TEMPORARILY FOR A PORTION OF THE DEVELOPMENT, THE PRESERVATION OF THE WETLANDS AND EXISTING TREES DOES NOT ALLOW TWO ALTERNATIVE VEHICULAR ACCESS POINTS UNTIL SUCH TIME AS THE SOUTHERN STREET STUB, TIMBER VALLEY DRIVE, IS EXTENDED IN THE FUTURE. THE USE OF THE LOOP STREET DESIGN HELPS TO MITIGATE TO THE GREATEST EXTENT POSSIBLE ALTERNATIVE VEHICULAR ACCESS WITHIN THE DEVELOPMENT.
- 3.) TO ALLOW STREET TREES TO BE PLANTED OUTSIDE THE PUBLIC RIGHT-OF-WAY ALONG THE BOULEVARD ENTRANCE OF THE DEVELOPMENT AND THE INSIDE LOOP, RESERVE B, OF OLD BAY LOOP.
- 4.) TO ALLOW A MINIMUM RANCH HOUSE OF 1,200 SQUARE FEET WITH OR WITHOUT BASEMENTS FROM CODE REQUIRED 1,300 SQUARE FEET
- 5.) THE DEVELOPER IS REQUESTING A DIVERGENCE OF THE MAXIMUM SUBDIVISION SIGN HEIGHT FROM SIX (6) FEET TO TEN (10) FEET FOR THE HEIGHT OF THE POLE THAT THE SIGN IS CONNECTED. THE ACTUAL SIGN ITSELF IS THREE (3) FEET SIX (6) INCHES HIGH, BUT THE TOP OF THE SIGN IS TEN (10) FEET FROM THE GROUND, SEE DETAIL ON SHEET 6. THE SIGN IS LOCATED IN THE MIDDLE OF THE BOULEVARD AT THE ENTRANCE OF THE SUBDIVISION ALONG BROAD STREET.
- 6.) THE DEVELOPER IS REQUESTING A DIVERGENCE OF THE STREET TREE SPACING FROM THIRTY (30) FEET TO FIFTY (50) FEET.
- 7.) THE DEVELOPER WILL CONSTRUCT AN EIGHT (8) FOOT WIDE PEDESTRIAN PATH AROUND THE SOUTHERN LIMITS OF BASIN 01 IN BROADMOORE COMMONS PHASE 5 IN LIEU OF THE REMAINING REQUIRED TREE REPLACEMENT PER SECTION 1283.03(2).

NOTE "G": "NO PARKING" SIGNS SHALL BE POSTED ALONG THE BOULEVARD ENTRANCE AND WITHIN THE CUL-DE-SAC, REDHAVEN COURT, AS WELL AS ALL STREETS 28 FEET OR LESS IN WIDTH ON THE SIDE OF THE STREET WITH FIRE HYDRANTS.

NOTE "H": TREE REPLACEMENT REQUIREMENT: TREE REPLACEMENT REQUIREMENT IS BASED ON THE TREE SURVEY IN BROADMOORE COMMONS PHASE 1 SECTIONS 1 AND 2 REQUIRING A TOTAL OF 392 TREES AT 2.5 CALIPER INCHES MINIMUM AND THE TREE SURVEY IN BROADMOORE COMMONS PHASE 5 REQUIRING 90 TREES AT 2.5 CALIPER INCHES MINIMUM FOR A TOTAL OF 482 TREES.

SUBTRACTING THE 233 TREES IN PHASE 1 SECTIONS 1 AND 2, 203 TREES LOCATED WITHIN THE OPEN SPACE AND 30 TREES LOCATED IN THE REAR OF THE LOTS, THERE ARE 249 ADDITIONAL TREES THAT ARE REQUIRED TO BE REPLACED.

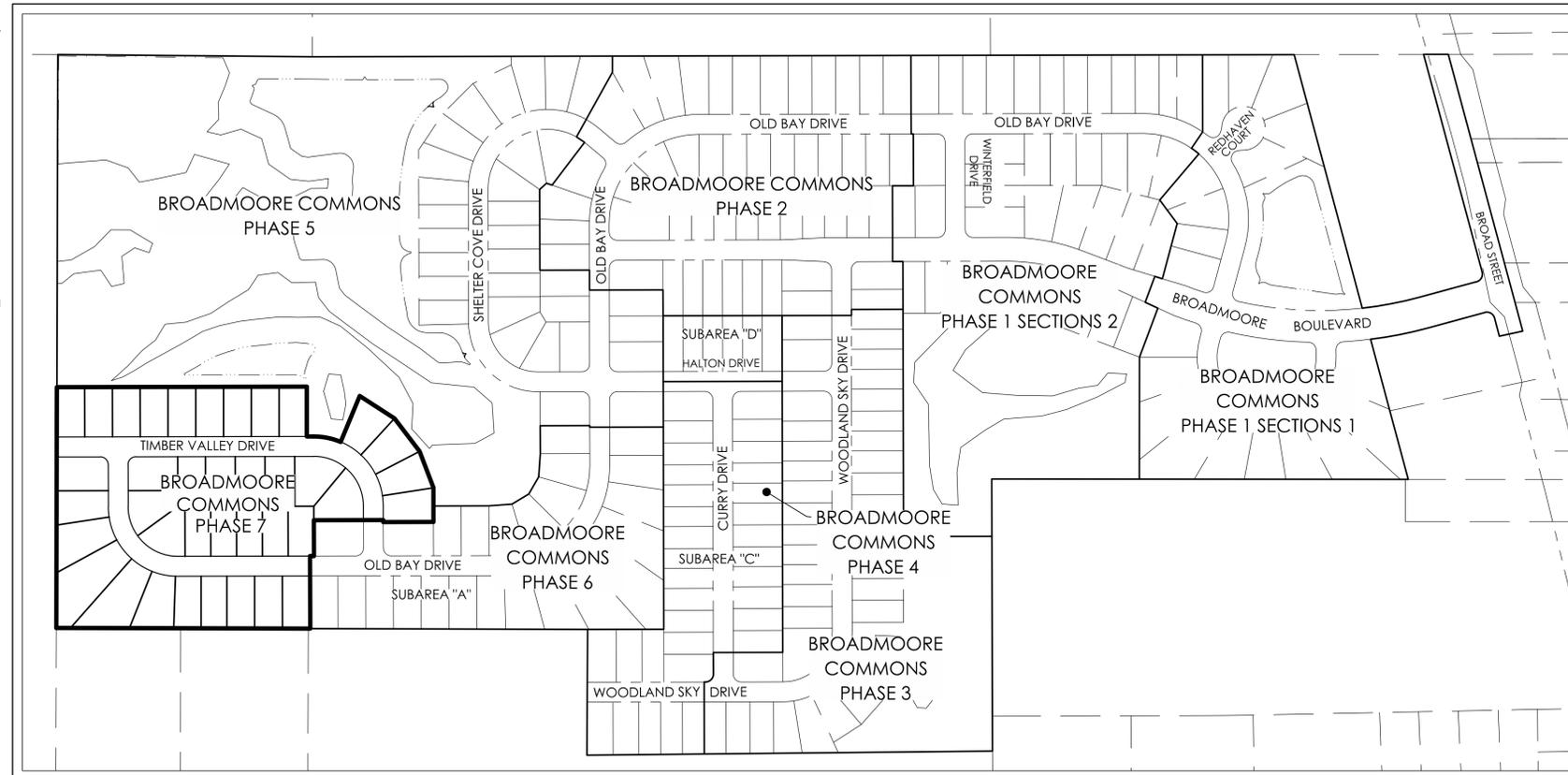
IN LIEU OF REPLACING THE ADDITIONAL 249 TREES THE DEVELOPER WILL CONSTRUCT AN EIGHT-FOOT WIDE COMPACTED CRUSHED LIMESTONE PEDESTRIAN PATH AROUND THE EXISTING RETENTION BASIN WITHIN RESERVE "F" AS SHOWN HEREON. THE PEDESTRIAN PATH WILL HAVE A TWENTY-FOOT ACCESS EASEMENT GRANTED TO THE CITY FOR THE PURPOSE PEDESTRIAN ACCESS. IN ADDITION, THERE WILL ALSO BE A TWENTY-FOOT ACCESS EASEMENT WITHIN RESERVE "F" FOR A POSSIBLE FUTURE PEDESTRIAN PATH TO BE CONSTRUCTED BY OTHERS.

### INDEX OF DRAWINGS

REGIONAL CONTEXT MAP:	1 of 5
VICINITY MAP:	2 of 5
SITE PLAN:	3 of 5
STREET TREE PLAN:	4 of 5
ILLUSTRATIVE SITE PLAN:	5 of 5
FINAL PLAT:	
PHASE 7:	1 & 2 of 2
ENGINEERING PLANS:	
STREET, STORM SEWER & WATERLINE IMPROVEMENTS:	1-13 of 13
SANITARY SEWER IMPROVEMENT PLANS:	1-4 of 4
STORM TRIBUTARY AREA MAP:	1-1 of 1

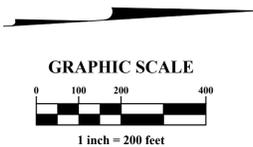
### SITE STATISTICS:

TOTAL ACREAGE:	±10.519 ACRES
NET ACREAGE (EXCLUDING R/W):	±8.665 ACRES
TOTAL NUMBER OF UNITS:	38
GROSS DENSITY:	±3.61 LOTS/ACRE
NET DENSITY (EXCLUDING R/W):	±4.39 LOTS/ACRE
ZONING:	PLANNED DEVELOPMENT DISTRICT (PDD)
TRADITIONAL SINGLE FAMILY HOMES (65'-70' X 125' MINIMUM LOTS):	
NUMBER OF LOTS:	38 LOTS
DESIGN STANDARDS:	
BUILDING LINE / FRONT SETBACK:	25' MINIMUM
SIDE YARD SETBACK:	5' MINIMUM (TOTAL OF 10')
REAR YARD SETBACK:	25' MINIMUM
BUILDING HEIGHT:	MAXIMUM 35'



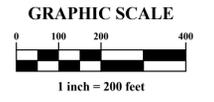
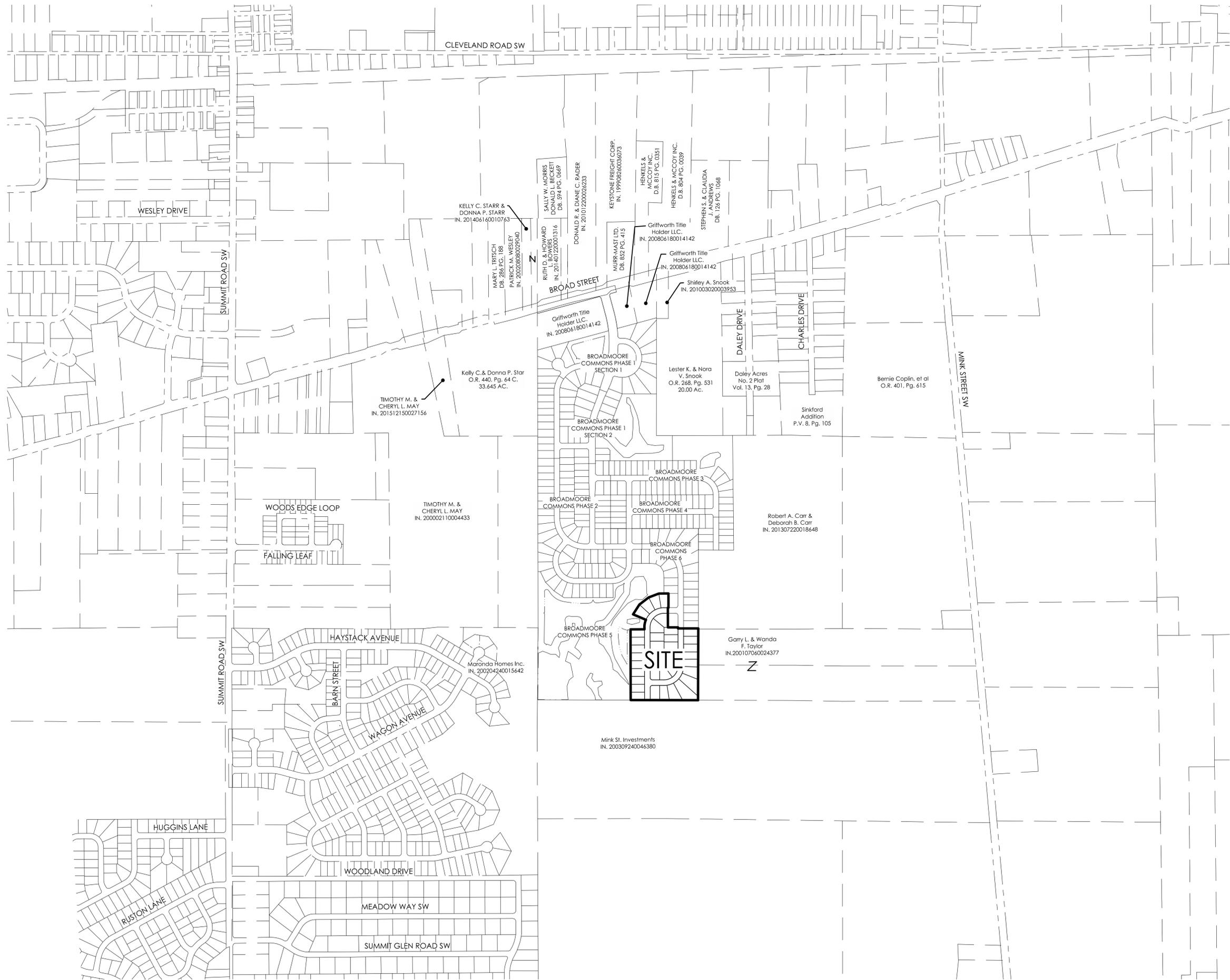
SUBAREA MAP

SCALE: 1"=200'



Applicant: Westport Homes Inc., a division of D.R. Horton	Date
Approved this ___ day of ___, 20__	Director of SWLCWSD, Pataskala, Ohio
Approved this ___ day of ___, 20__	Director of Public Services, Pataskala, Ohio
Approved this ___ day of ___, 20__	City Administrator, Pataskala, Ohio
Approved this ___ day of ___, 20__	City Engineer, Pataskala, Ohio
Approved this ___ day of ___, 20__	Chairman, Planning and Zoning Commission, Pataskala, Ohio
Approved this ___ day of ___, 20__	Director of Planning, Pataskala, Ohio

I:\20190631\Draw\04Streets\final\_development\_04a\1\_Regional\_Context\_Map.dwg - Last Saved By: sabbara - 4/13/2020 11:37 PM Last Printed By: Cherra - Sparrn - 6/23/2020 10:48 AM (No. 2664)



MARK	DATE	DESCRIPTION	REVISIONS

**WESTPORT HOMES**  
**507 EXECUTIVE CAMPUS DRIVE**  
**SUITE 100**  
**WESTERVILLE, OHIO 43082**  
**PH: 614-891-8545**

**BROADMOORE COMMONS**  
**SECTION 7**  
**LOTS 13, 14 & 15**  
 QUARTER TOWNSHIP 3, TOWNSHIP L.RANGE 15  
 UNITED STATES MILITARY LANDS  
 CITY REGIONAL CONTEXT MAP

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Geographers  
 5000 North State Street, Columbus, OH 43230  
 Phone: 614.775.4800 Fax: 614.775.3448  
 emht.com

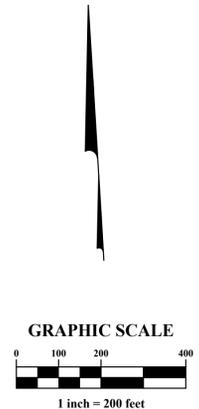
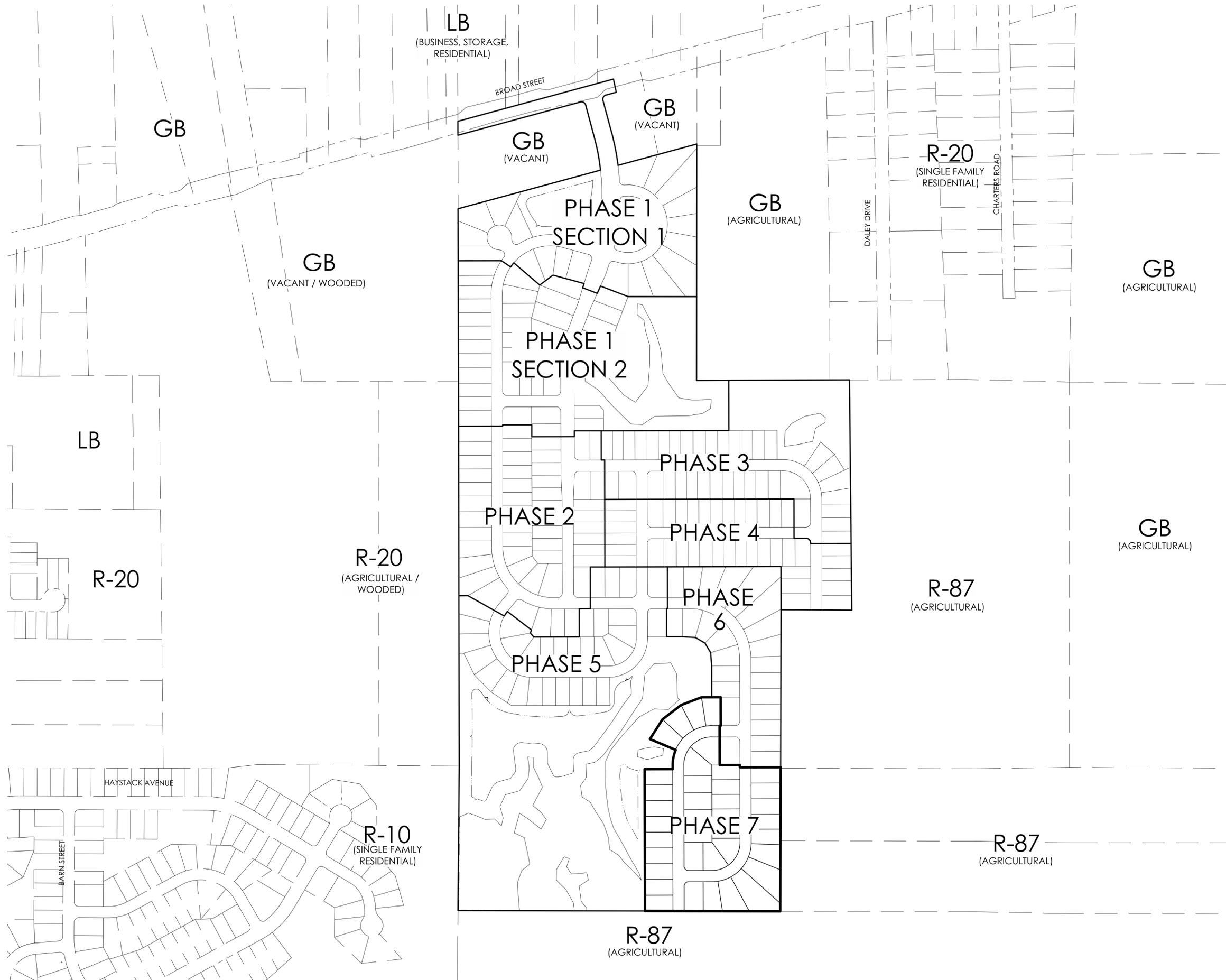
DATE  
 June 26 2020

SCALE  
 1" = 200'

JOB NO.  
 20190631

SHEET  
 1/5

I:\20190631\Draw\04Streets3\Final\_Development\_04n2\_Vicinity\_Map.dwg - Last Saved By: scharn... 6/23/2020 11:02 AM Last Printed By: Chiro... 6/23/2020 11:04 AM (No. 3264)



REVISIONS		
MARK	DATE	DESCRIPTION

WESTPORT HOMES  
 507 EXECUTIVE CAMPUS DRIVE  
 SUITE 100  
 WESTERVILLE, OHIO 43082  
 PH: 614-891-8545

FINAL DEVELOPMENT PLAN  
 FOR  
**BROADMOORE COMMONS**  
 SECTION 7  
 LOTS 13, 14 & 15  
 QUARTER TOWNSHIP 3, TOWNSHIP RANGE 15  
 UNITED STATES MILITARY LANDS  
 CITY OF PAINESVILLE, OHIO  
 VICINITY MAP



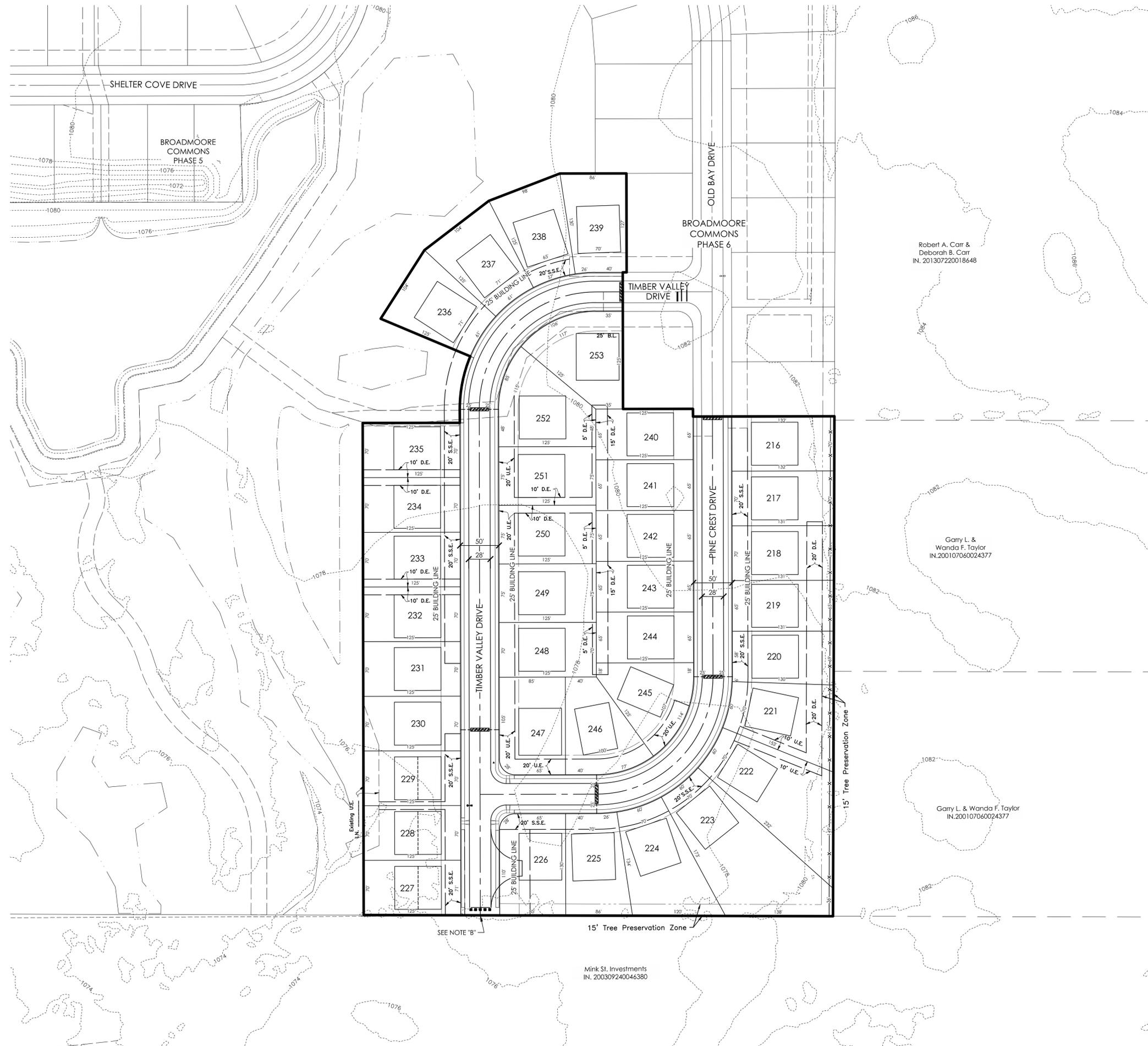
DATE  
 June 26 2020

SCALE  
 1" = 200'

JOB NO.  
 20190631

SHEET  
 2/5

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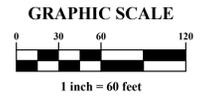


**LEGEND:**

- U.E. = Utility Easement
- D.E. = Drainage Easement
- S.S.E. = Sanitary Sewer Easement

 House Pad (Approximate)

 Street Lights:  
Street lights shall be required as per City of Pataskala Standard Drawings and Specifications. Light fixtures to be installed shall be the City of Pataskala Residential Colonial Style fixture.



MARK	DATE	DESCRIPTION	REVISIONS

**WESTPORT HOMES**  
507 EXECUTIVE CAMPUS DRIVE  
SUITE 100  
WESTERVILLE, OHIO 43082  
PH: 614-891-8545

**BROADMOORE COMMONS**  
SECTION 7  
LOTS 13, 14 & 15  
QUARTER TOWNSHIP 3, TOWNSHIP RANGE 15  
UNITED STATES MILITARY LANDS  
CITY OF PATASKALA COUNTY, OHIO  
SITE PLAN



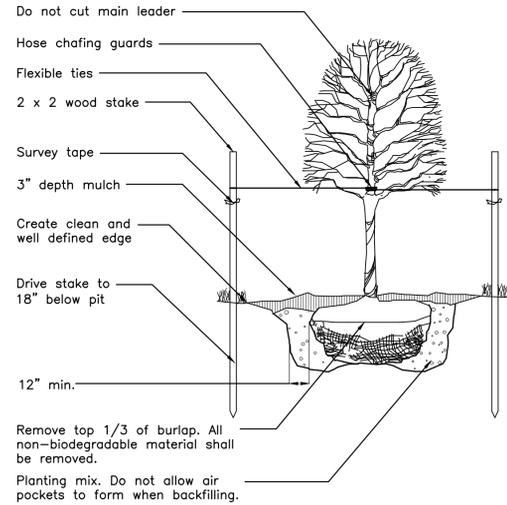
DATE  
June 26 2020

SCALE  
1" = 60'

JOB NO.  
20190631

SHEET  
3/5

J:\20190631\Draw\04Sheets\Final development plan\4 Street Tree Planting.dwg, Last Saved By: sahara, 4/13/2020 1:44 PM Last Printed By: O'hara, Shaun, 6/23/2020 11:06 AM (No Xrefs)



**Deciduous Tree Planting**  
No Scale

**PLANT SCHEDULE STREET TREES**

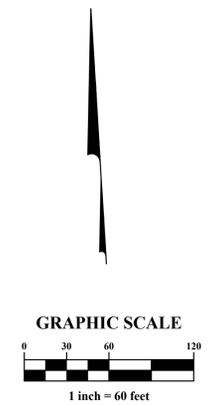
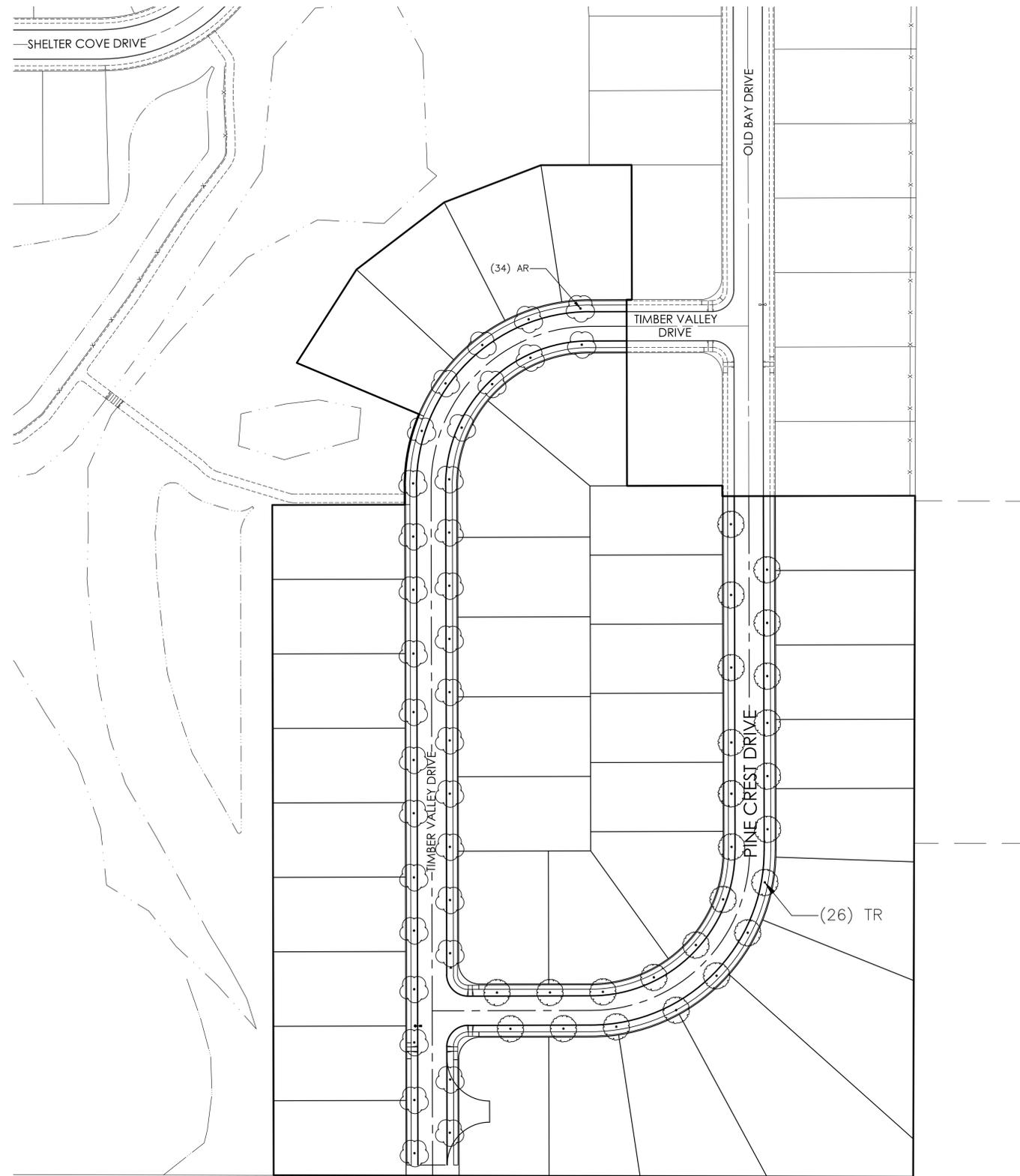
STREET TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
	AR	34	Acer rubrum	Red Maple	2" Cal.	B&B
	TR	26	Tilia americana 'Redmond'	Redmond American Linden	2" Cal.	B&B

**Street Tree Notes**

- Street Trees are to be centered in the tree lawn, between the back of curb and the edge of the sidewalk, and within the right-of-way as specified in Street Tree Table 1283.05-01. Street Trees are to be planted: One Tree for every 50' of public Right of Way at a minimum of 2" caliper.
- Per Section 1283.05.B Tree location shall be at least 20 feet from intersection and shall not be located within 10 feet of any fire hydrant, utility pole and underground utility.

**Additional Tree Notes/Quantities**

Revised Street Trees at 50' O.C. and in conformance with Section 1283.05.B = 85 Trees



MARK	DATE	DESCRIPTION

**WESTPORT HOMES**  
507 EXECUTIVE CAMPUS DRIVE  
SUITE 100  
WESTERVILLE, OHIO 43082  
PH: 614-891-8545

FINAL DEVELOPMENT PLAN (AMENDED)  
FOR  
**BROADMOORE COMMONS**  
SECTION 7  
LOTS 13, 14 & 15  
QUARTER TOWNSHIP 3, TOWNSHIP RANGE 15  
UNITED STATES MILITARY LANDS  
CITY OF WESTERVILLE, OHIO  
STREET TREE PLAN



DATE  
June 26 2020

SCALE  
1" = 60'

JOB NO.  
20190631

SHEET  
4/5

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MARK	DATE	DESCRIPTION	REVISIONS

**WESTPORT HOMES**  
**507 EXECUTIVE CAMPUS DRIVE**  
**SUITE 100**  
**WESTERVILLE, OHIO 43082**  
**PH: 614-891-8545**

**BROADMOORE COMMONS**  
**SECTION 7**  
**LOTS 13, 14 & 15**  
 QUARTER TOWNSHIP 3, TOWNSHIP 1, RANGE 15  
 UNITED STATES MILITARY LANDS  
 CITY, OHIO  
**ILLUSTRATIVE SITE PLAN**

**EMHT**  
 Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Geotechnical  
 Phone: 614.725.4500 • Toll Free: 866.773.3446  
 emht.com

DATE  
**June 26 2020**

SCALE  
**1" = 60'**

JOB NO.  
**20190631**

SHEET  
**5/5**

# BROADMOORE COMMONS

## PHASE 7

Situated in the State of Ohio, County of Licking, City of Pataskala, and in Lots 14 and 15, Quarter Township 3, Township 1, Range 15, United States Military Lands, containing 10.519 acres of land, more or less, said 10.519 acres being part of that tract of land conveyed to **D.R. HORTON INDIANA - LLC** by deed of record in Instrument Number 201811140024072, Recorder's Office, Licking County, Ohio.

The undersigned, **D.R. HORTON INDIANA - LLC**, a Delaware limited liability company, by **D.R. HORTON, INC. - MIDWEST**, a California corporation, Sole Member, by **JACK MAUTINO**, Division President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**BROADMOORE COMMONS PHASE 7**", a subdivision containing Lots numbered 216 to 253, both inclusive, does hereby accept this plat of same and dedicates to public use, as such, all of Old Bay Drive and Timber Valley Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Utility Easement" (U.E.), "Drainage Easement" (D.E.) or "Sanitary Sewer Easement" (S.S.E.). Easements designated as "Utility Easement" (U.E.) or "Drainage Easement" (D.E.) are for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" (D.E.) on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Pataskala City Engineer. The aforementioned "Sanitary Sewer Easements" (S.S.E.) on this plat are for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewer lines and services, and for the express privilege of removing any and all trees or other obstructions to the free use of said sewers and for providing ingress and egress to the property for said purposes and are to be maintained as such forever.

The undersigned further agrees that any use or improvements made on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations including the applicable off-street parking and loading requirements of Pataskala, Ohio for the benefit of itself and all other subsequent owners or assigns taking title from, under or through the undersigned.

In Witness Whereof, **JACK MAUTINO**, Division President of **D.R. HORTON, INC. - MIDWEST**, Sole Member of **D.R. HORTON - INDIANA, LLC**, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Signed and Acknowledged  
In the presence of

**D.R. HORTON - INDIANA, LLC**  
By **D.R. HORTON, INC. - MIDWEST**,  
Sole Member

By  
**JACK MAUTINO**,  
Division President

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **JACK MAUTINO**, Division President of **D.R. HORTON - MIDWEST**, Sole Member of **D.R. HORTON - INDIANA, LLC** who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **D.R. HORTON - INDIANA, LLC**, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_  
Notary Public, \_\_\_\_\_ State of Ohio

Approved this \_\_\_\_ day of \_\_\_\_, 20\_\_

\_\_\_\_\_  
Director, Southwest Licking Water and Sewer District

Approved this \_\_\_\_ day of \_\_\_\_,  
20\_\_

\_\_\_\_\_  
Director of Public Services,  
Pataskala, Ohio

Approved this \_\_\_\_ day of \_\_\_\_, 20\_\_

\_\_\_\_\_  
City Administrator, Pataskala, Ohio

Approved this \_\_\_\_ day of \_\_\_\_, 20\_\_

\_\_\_\_\_  
City Engineer, Pataskala, Ohio

Approved this \_\_\_\_ day of \_\_\_\_, 20\_\_

\_\_\_\_\_  
Chairman, Planning and Zoning Commission,  
Pataskala, Ohio

Approved this \_\_\_\_ day of \_\_\_\_, 20\_\_

\_\_\_\_\_  
Director of Planning, Pataskala, Ohio

Transferred this \_\_\_\_ day of \_\_\_\_, 20\_\_

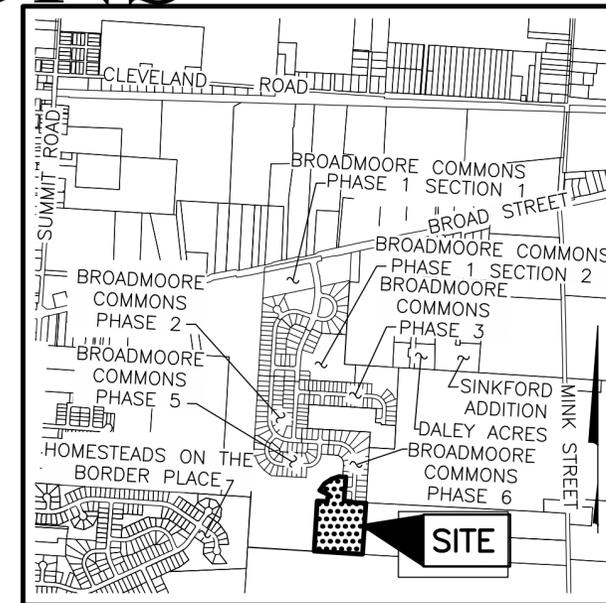
\_\_\_\_\_  
Auditor, Licking County, Ohio

Filed for record this \_\_\_\_ day of \_\_\_\_, 20\_\_ at  
\_\_\_\_ M. Fee \$ \_\_\_\_\_  
File No. \_\_\_\_\_

\_\_\_\_\_  
Recorder, Licking County, Ohio

Recorded this \_\_\_\_ day of \_\_\_\_, 20\_\_

Plat Book \_\_\_\_\_, Pages \_\_\_\_\_



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

**SURVEY DATA:**

**BASIS OF BEARINGS:** The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by positional solutions derived by the National Geodetic Survey's Online Positioning Users Service software using GPS observations of selected CORS base stations in the National Spatial Reference System.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the Licking County, Ohio, Recorder.

**IRON PINS:** Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

**PERMANENT MARKERS:** Permanent markers, where indicated hereon in the public street centerline, are to be one-inch diameter, thirty-inch long, solid iron pins, encased in a standard survey monument box. Pins are to be set to monument the points indicated, are to be set after the construction/installation of the street pavement and are to be set with the top end one-fourth inch below the top of the pavement. Once installed, the top of the pin shall be marked (punched) to record the actual location of the point.

Permanent markers, where indicated hereon in positions other than in the public street centerline, are to be one-inch diameter, thirty-inch long, solid iron pins. Pins are to be set to monument the points indicated, and set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED  
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)
- ⊗ = Permanent Marker Encased in Monument Box
- ★ = 10" x 6" Granite Stone with Drill Hole Found

By \_\_\_\_\_ Date \_\_\_\_\_  
Professional Surveyor No. 7865

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# BROADMOORE COMMONS

## PHASE 7

**NOTE "A":** 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 development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat. This plat should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

**NOTE "B":** No vehicular access to be in effect until such time as the public right-of-way is extended by plat or deed.

**NOTE "C" - TREE PRESERVATION ZONE:** Tree Preservation Zones, as designated and delineated hereon, are intended to preserve the existing trees. Trees shall not be removed unless they are dead, diseased or pose a threat to the health, safety and welfare of the lot owners. The developer and/or lot owner has the right to remove any unsightly or unwanted under storage plant material as long as it does not effect the health of the existing trees. As a part of the development infrastructure, the developer reserves the right to do limited grading and tree removal within the tree preservation zone for the installation of storm water structures / drainage.

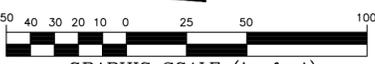
- (A) N86°37'21"W  
5.00'
- (B) Δ=22°48'44" R=175.00'  
Arc=69.68'  
ChBrg=S14°47'01"W  
Ch=69.22'

ROBERT A. CARR  
DEBORAH B. CARR  
I.N. 201307220018648

GARRY L. TAYLOR  
WANDA F. TAYLOR  
FIRST PARCEL  
I.N. 200107060024377

SECOND PARCEL

SCALE: 1" = 50'



GRAPHIC SCALE (in feet)

- B.L. = Building Line
- D.E. = Drainage Easement
- S.S.E. = Sanitary Sewer Easement
- U.E. = Utility Easement
- T.P.Z. = Tree Preservation Zone - See Note "C"

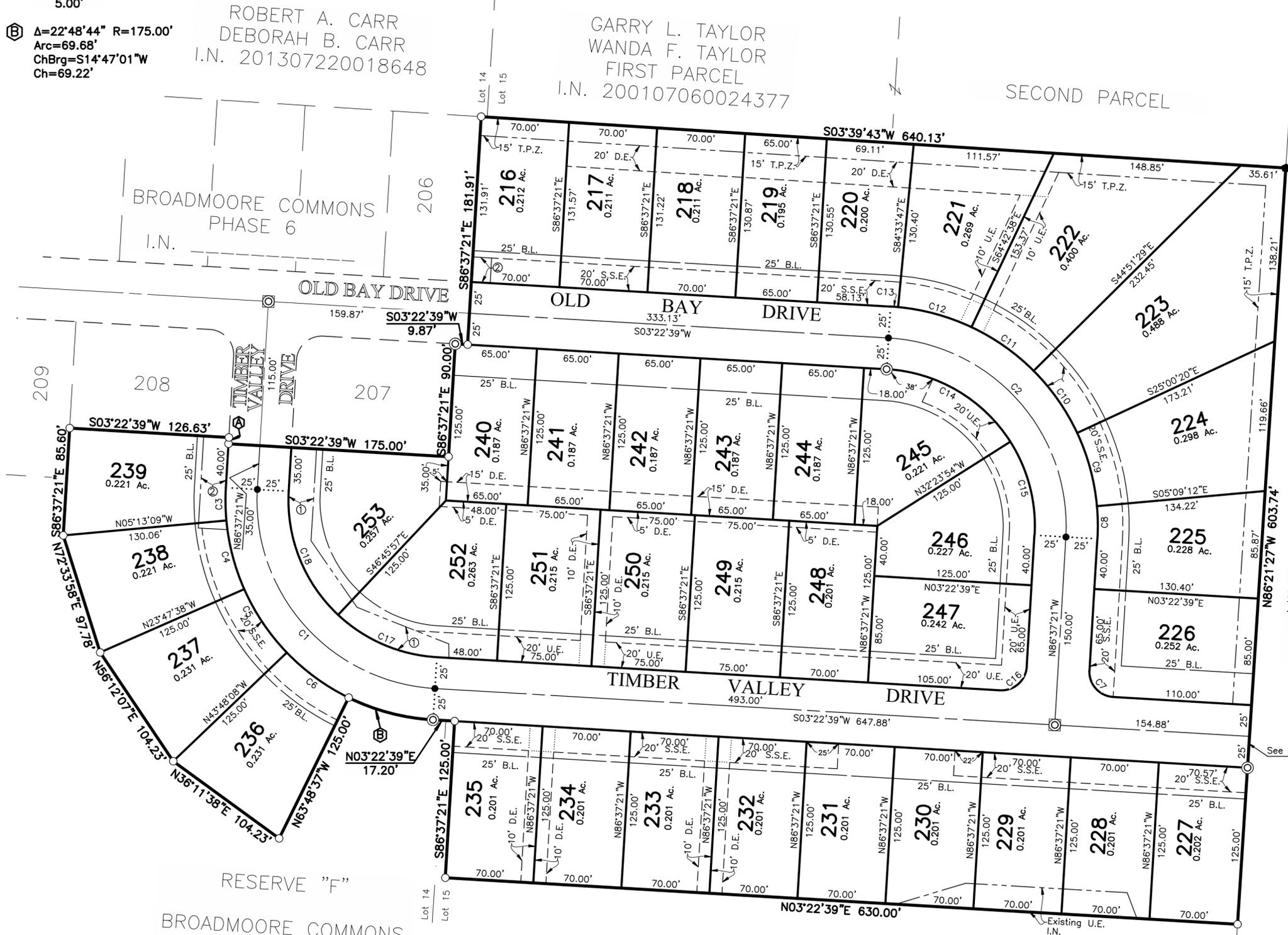
- ① Existing U.E.  
I.N. \_\_\_\_\_
- ② Existing S.S.E.  
I.N. \_\_\_\_\_

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	150.00'	235.62'	S 48°22'39" W	212.13'
C2	90°00'00"	150.00'	235.62'	N 48°22'39" E	212.13'
C3	8°35'48"	175.00'	26.26'	S 89°04'45" W	26.23'
C4	18°34'29"	175.00'	56.73'	S 75°29'36" W	56.49'
C5	20°00'29"	175.00'	61.11'	S 56°12'07" W	60.80'
C6	20°00'29"	175.00'	61.11'	S 36°11'38" W	60.80'
C7	90°00'00"	20.00'	31.42'	S 48°22'39" W	28.28'
C8	8°31'51"	175.00'	26.06'	N 89°06'44" E	26.03'
C9	19°51'09"	175.00'	60.64'	N 74°55'14" E	60.33'
C10	19°51'09"	175.00'	60.64'	N 55°04'05" E	60.33'
C11	19°51'09"	175.00'	60.64'	N 35°12'56" E	60.33'
C12	19°51'09"	175.00'	60.64'	N 15°21'47" E	60.33'
C13	2°03'33"	175.00'	6.29'	N 04°24'26" E	6.29'
C14	54°13'27"	125.00'	118.30'	N 30°29'23" E	113.93'
C15	35°46'33"	125.00'	78.05'	N 75°29'23" E	76.79'
C16	90°00'00"	20.00'	31.42'	S 41°37'21" E	28.28'
C17	39°51'24"	125.00'	86.95'	S 23°18'21" W	85.21'
C18	50°08'36"	125.00'	109.40'	S 68°18'21" W	105.94'

Line Type Legend

- Existing Property Line
- - - Existing R/W Line
- - - Existing R/W Centerline
- - - Existing Easement Line
- Proposed Subdivision Boundary Line
- Proposed Lot Line
- Proposed R/W Line
- - - Proposed R/W Centerline
- - - Proposed Easement Line

**NOTE "D":** Lots recorded on this plat are tributary to existing and future Reserves wherein storm water facilities and outlet facilities exist within a drainage easement, as designated and delineated hereon, shall be owned, managed, and repaired by the Developer until a time an association comprised of the owners of the fee simple titles to the lots in the Broadmoore Commons subdivisions is established, at which time all responsibilities shall be transferred to said association.



MINK STREET  
INVESTMENTS LLC  
I.N. 200309240046380

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# CITY OF PATASKALA, LICKING COUNTY, OHIO SANITARY SEWER IMPROVEMENTS FOR **BROADMOORE COMMONS** PHASE 7 2020

### SHEET INDEX

Title Sheet	1
General Notes, Details & Quantities	2
Plan View	3
Profile Views	4

### BASIS OF BEARING

The coordinates shown on this map are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from a field traverse which was tied (referenced) to said coordinate system by positional solutions derived by the National Geodetic Survey's Online Positioning Users Service software using GPS observations of traverse control points numbered 201, 202, 203, 204 and 205 and observations of selected CORS base stations in the National Spatial Reference System. The grid to ground scale factor (1.00005447494922) was applied at the location of point number 202.

### BENCH MARKS (NAVD 1988)

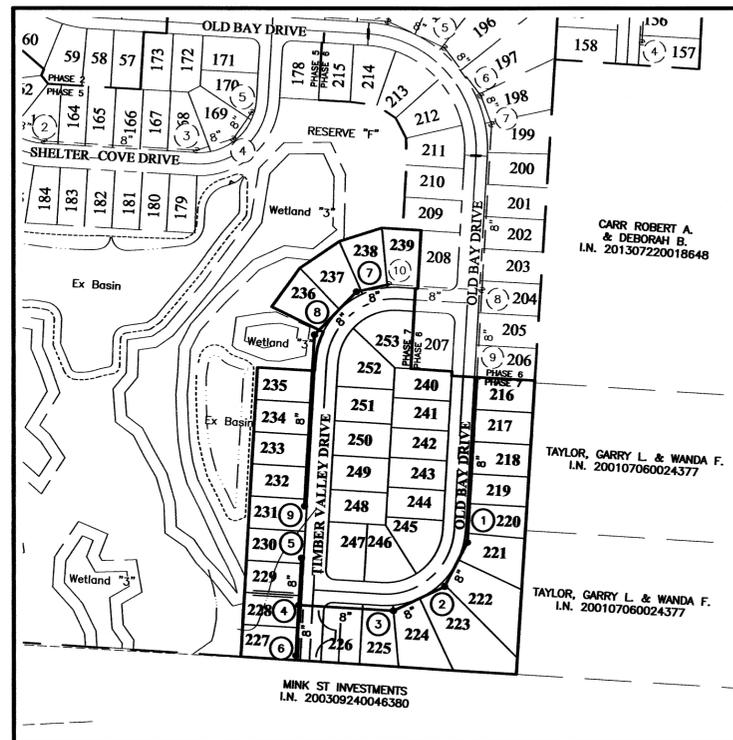
BM#1	Chisled "X" on south flange bolt of the first fire hydrant east of the driveway to residence #13604, located on the north side of Broad Street Southwest. N=725633.3850 E=1900621.2350 Elev = 1084.34
BM#2	Chisled "X" on south flange bolt of the second fire hydrant east of the driveway to residence #13524, located on the north side of Broad Street Southwest. N=725818.2657 E=1901516.6038 Elev = 1090.06
BM#3	Chisled "X" on south flange bolt of the first fire hydrant east of the driveway to residence #13338, located on the north side of Broad Street Southwest. N=725920.6230 E=1902003.6630 Elev = 1093.46

### STANDARD CONSTRUCTION DRAWINGS

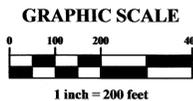
The Standard Construction Drawings listed on these plans are to be considered a part thereof.

Southwest Licking Community Water & Sewer District

Sa.S-1	Sa.S-7
Sa.S-2	Sa.S-9
Sa.S-3	Sa.S-18
Sa.S-4	
Sa.S-5	

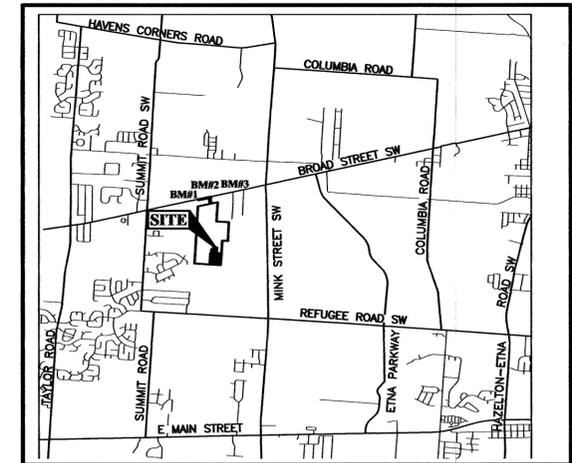


**INDEX MAP**  
Scale: 1" = 200'



### UTILITY CONTACTS

American Electric Power Company 215 N. Front Street Columbus, Ohio 43215-2291 (614)464-7348	Southwest Licking Community Water and Sewer District 69 Zellers Lane Etna, Ohio 43062 (740)927-0410
Columbia Gas of Ohio 935 Buckeye Avenue Newark, Ohio 43055 (740)992-2552	Energy Cooperative 1500 Granville Road Newark, Ohio 43055 800-255-6615
XO Communications 4449 Easton Way #150 Columbus, Ohio 43215 (614)629-3200	
Pataskala Utilities Department 196 East Broad Street Pataskala, Ohio 43062 (740)927-2021	



**LOCATION MAP**  
Not to Scale

### DEVELOPER/OWNER

D.R.Horton - Indiana LLC  
d.b.a. Westport Homes  
Terry Andrews  
500 Executive Campus Drive, Suite 100  
Westerville, Ohio 43082  
Tel: 614-891-8545  
Email: terry@westport-home.com

### MUNICIPALITY APPROVAL

The signatures below signify only concurrence with the purpose and general location of the project. All technical details remain the responsibility of the Engineer preparing the plans.

City Administrator, Pataskala, Ohio	Date
Director of Public Services, Pataskala, Ohio	Date
City Engineer, Pataskala, Ohio	Date
<i>Christopher Schick</i> Southwest Licking Community Water and Sewer District	4/27/20 Date

### PREPARED BY:



*Steve D. Schehl*  
Registered Engineer No. E-67549  
24/2020  
Date

MARK	DATE	DESCRIPTION

D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
FOR  
SANITARY SEWER IMPROVEMENTS  
**BROADMOORE COMMONS**  
PHASE 7  
TITLE SHEET



DATE	APRIL 24, 2020
SCALE	As Noted
JOB NO.	2019-0631
SHEET	1/4



**NOTES:**

All elevations on this plan are based on NAVD 1988 datum, unless otherwise noted.

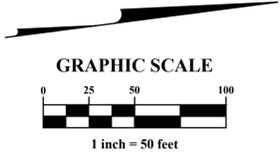
All backfill shall be compacted to the density of the existing ground unless otherwise noted:

\*\* Compacted Granular Backfill Per ODOT Item 304.

# Mainline sanitary sewer crossing Watermains, denoted with #, shall have anti-infiltration barrier per detail sheet 2.

† NOTE: Sanitary mainlines and services to be constructed to not conflict with proposed storm sewer and water main. The contractor is responsible to provide a minimum 1.5' clearance between the sanitary sewer mainlines/services and all utility crossings. For all sanitary sewers/services and proposed storm sewer crossings install ODOT Item 304 Compacted Granular Backfill per Sa.S-1. Construct the typical Anti-Infiltration & Inflow Barrier for all crossings of sanitary sewers and water mains; See detail shown on Sheet 2.

§ Contractor to verify invert and location of existing utility before construction. If there is a discrepancy between the contractor's information and the plan information shown, the contractor is to contact the engineer of record prior to the start of construction.



**LEGEND**

	Proposed Storm Sewer
	Proposed Sanitary Sewer
	Proposed Watermain
	Existing Storm Sewer
	Existing Sanitary Sewer
	Existing Watermain
	Proposed Light Pole
	Right-of-Way
	Back of Curb to Back of Curb

**SANITARY SERVICE SCHEDULE**

LOT NUMBER	WYE STATION	LENGTH OF SERVICE	LENGTH OF RISER	ELEVATION AT END OF SERVICE	SLOPE OF SERVICE
240	8	55	7'	1073.3	2.08%
216	11	10	7'	1073.3	2.08%
241	107	55	6'	1072.9	2.08%
217	127	10	6'	1072.8	2.08%
242	172	55	6'	1072.6	2.08%
218	197	10	5'	1072.4	2.08%
243	237	55	5'	1072.2	2.08%
219	262	10	5'	1072.0	2.08%
244	309	55	4'	1071.9	2.08%
245	312	55	4'	1071.9	2.08%
220	322	10	4'	1071.7	2.08%
221	365	10	4'	1071.4	2.08%
222	409	10	3'	1071.3	2.08%
223	471	10	3'	1071.6	2.08%
224	537	10	3'	1072.0	2.08%
246	540	51	3'	1072.0	2.08%
225	640	10	3'	1071.9	2.08%
226	711	10	2'	1071.5	2.08%
247	714	60	2'	1071.5	2.08%
228	810	10	-	1071.3	2.08%
229	820	10	-	1071.3	2.08%
230	891	10	-	1071.6	2.08%
227	98	10	-	1071.4	2.08%
238	47	10	4'	1071.3	2.08%
237	83	10	4'	1071.5	2.08%
253	95	56	4'	1071.5	2.08%
236	144	10	4'	1071.8	2.08%
252	216	62	4'	1071.9	2.08%
235	347	10	2'	1071.2	2.08%
251	357	10	3'	1072.2	2.08%
234	364	55	2'	1071.2	2.08%
250	462	55	2'	1071.6	2.08%
249	465	55	2'	1071.6	2.08%
233	487	10	2'	1071.2	2.08%
232	497	10	1'	1071.2	2.08%
248	569	55	2'	1071.6	2.08%
231	572	10	2'	1071.7	2.08%

Length of riser represents the vertical distance from end of service to flowline of  
Length of service represents the horizontal distance between end of service and

**Note:**  
Any sanitary service wye placed within the driveway or sidewalk surface will be reinstated at the Developer's expense.

**REVISIONS**

MARK	DATE	DESCRIPTION

**D.R.Horton - Indiana LLC**  
d.b.a. Westport Homes

**CITY OF PATASKALA, LICKING COUNTY, OHIO**  
**SANITARY SEWER IMPROVEMENTS**  
**FOR**  
**BROADMOORE COMMONS**  
**PHASE 7**  
**PLAN VIEW**

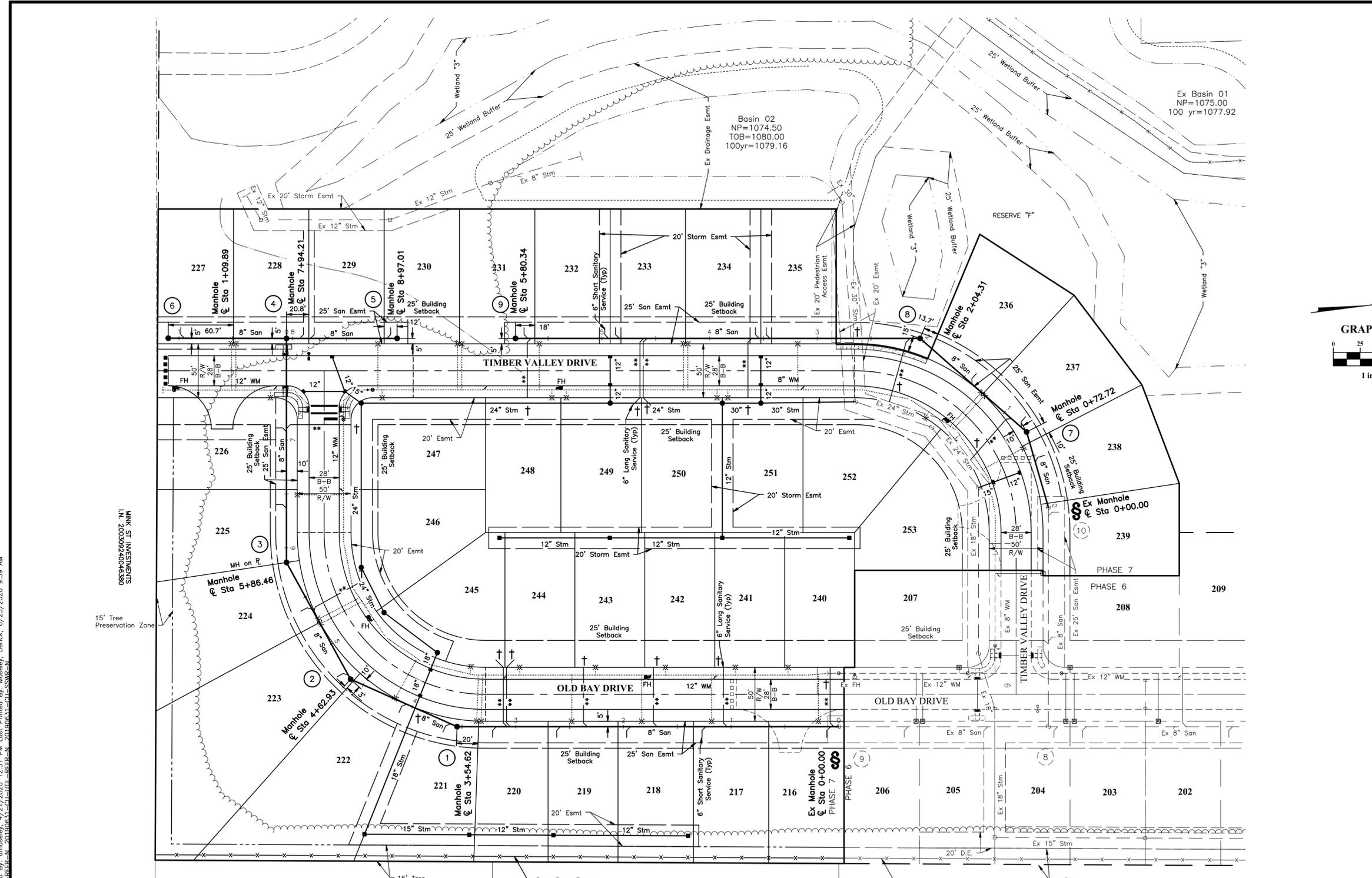


**DATE**  
APRIL 24, 2020

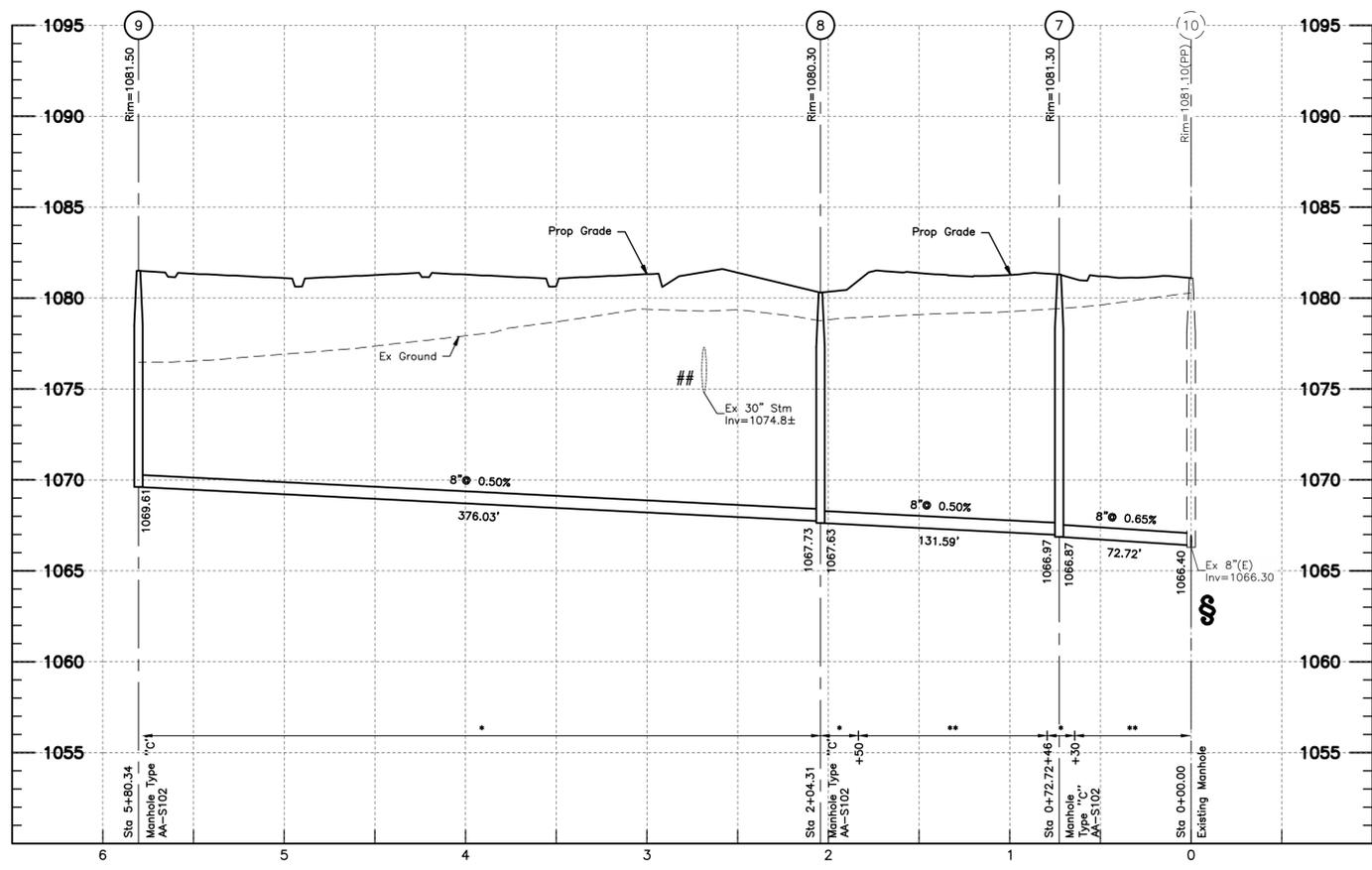
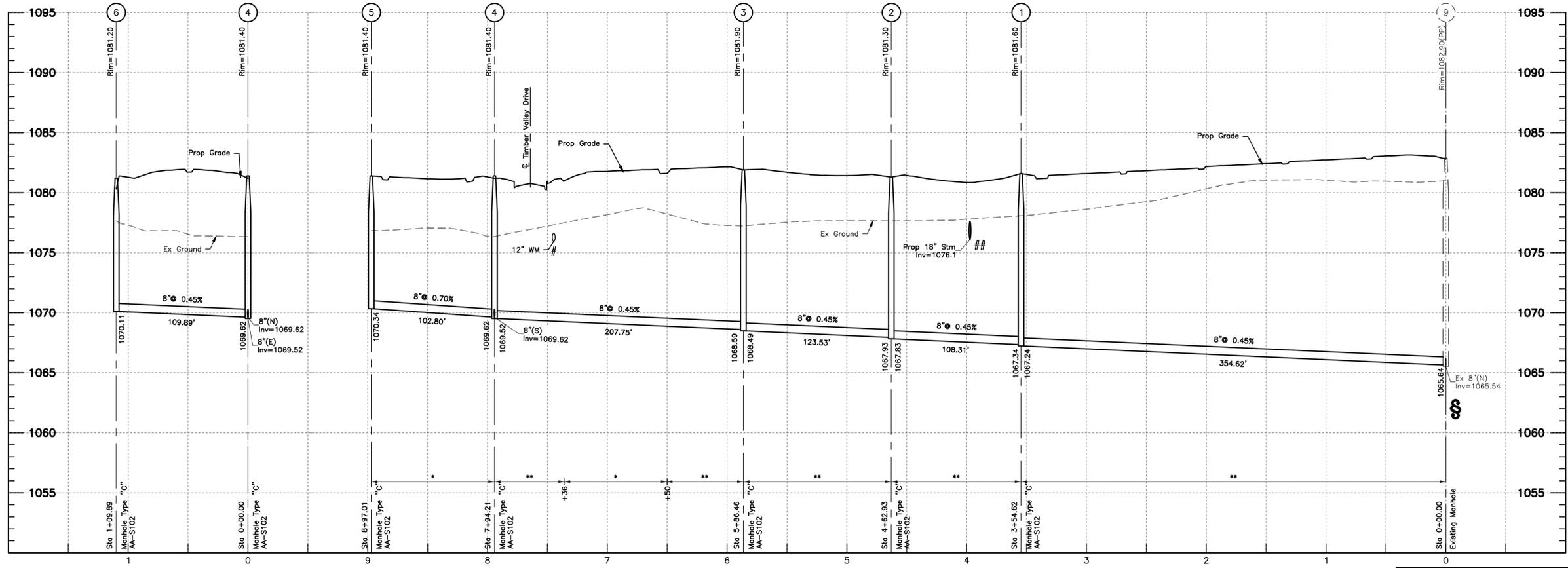
**SCALE**  
1" = 50'

**JOB NO.**  
2019-0631

**SHEET**  
3/4



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STRUCTURE COORDINATES				
STRUCTURE #	NORTHING - PLAN	EASTING - PLAN	NORTHING - AS BUILT	EASTING - AS BUILT
1	722288.7328	1901670.0779		
2	722192.5397	1901620.2978		
3	722139.4631	1901508.7534		
4	722151.7028	1901301.3642		
5	722254.3244	1901307.4208		
6	722042.0117	1901294.6934		
7	722833.1742	1901428.4798		
8	722739.5101	1901336.0554		
9	722364.1333	1901313.9015		
Ex 9			722642.7348	1901690.9704
Ex 10			722849.2468	1901499.4054

SANITARY SEWER TABLE			
LINE	BEARING	LENGTH	SIZE
Ex 9-1	S03°22'39\"W	354.62'	8"
1-2	S27°21'42\"W	108.31'	8"
2-3	S64°33'12\"W	123.53'	8"
3-4	N86°37'21\"W	207.75'	8"
4-5	N03°22'39\"E	102.80'	8"
4-6	S03°28'49\"W	109.89'	8"
Ex 10-7	S77°13'54\"W	72.72'	8"
7-8	S44°37'06\"W	131.59'	8"
8-9	S03°22'39\"W	376.03'	8"

**NOTES:**

All elevations on this plan are based on NAVD 1988 datum, unless otherwise noted.

All backfill shall be compacted to the density of the existing ground unless otherwise noted:

- \* Compacted Type C Backfill.
- \*\* Compacted Granular Backfill Per ODOT Item 304. (See Note 1)
- # Mainline sanitary sewer crossing Watermains, denoted with #, shall have anti-infiltration barrier per detail sheet 2.
- ## For all Sanitary Sewers/Services and proposed storm sewer crossings install ODOT Item 304 Compacted Granular Backfill per Ss.S-1.

Contractor to verify invert and location of existing utility before construction. If there is a discrepancy between the contractor's information and the plan information shown, the contractor is to contact the engineer of record prior to the start of construction.

Trench Dams to be installed between each manhole per SWLWCS CMS 305.10.

Sanitary sewers constructed in fill areas shall not be constructed until after compacted fill has been installed. The Contractor shall coordinate with SWLWCS on location and limits of compacted fill for proposed utilities. The sanitary sewers shall be installed per specified trench installation details.

Note 1: Compacted Granular Backfill Per ODOT Item 304 required within the 1:1 influence line of pavement. Compacted Type C Backfill can be used above the 1:1 influence line.

PP Per Plan

MARK	DATE	DESCRIPTION

D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
SANITARY SEWER IMPROVEMENTS  
FOR  
**BROADMOORE COMMONS**  
PHASE 7  
PROFILE VIEWS



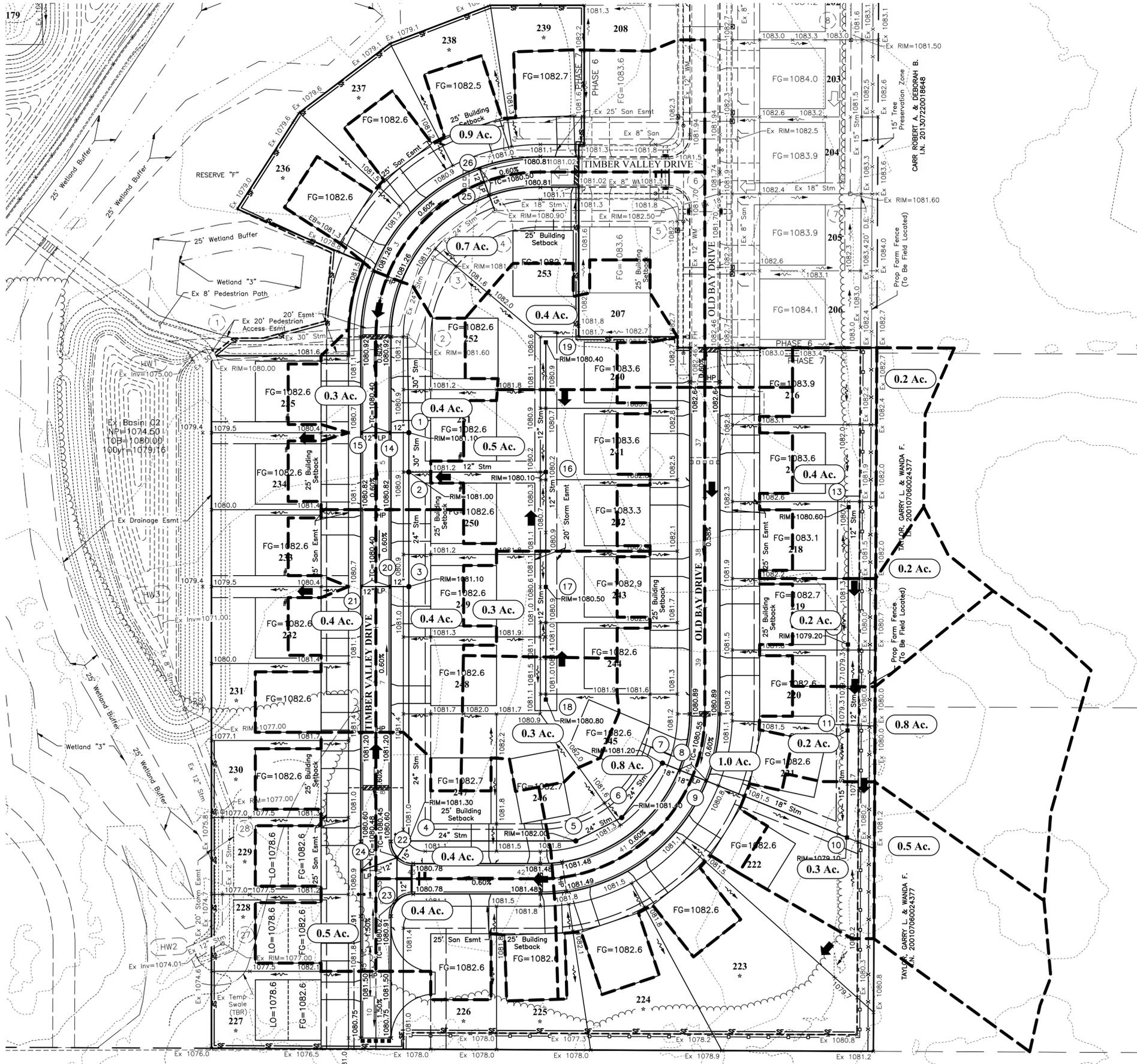
DATE  
APRIL 24, 2020

SCALE  
Horiz: 1" = 50'  
Vert: 1" = 5'

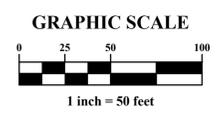
JOB NO.  
2019-0631

SHEET  
4/4

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MINK ST INVESTMENTS  
I.N. 200309240046380



REVISIONS

MARK	DATE	DESCRIPTION

D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
FOR  
**BROADMOORE COMMONS**  
PHASE 7  
STORM SEWER TRIBUTARY MAP



DATE  
APRIL 24, 2020

SCALE  
1" = 50'

JOB NO.  
2019-0631

SHEET  
1/1

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# CITY OF PATASKALA, LICKING COUNTY, OHIO STREET, STORM SEWER, WATERLINE IMPROVEMENTS FOR BROADMOORE COMMONS PHASE 7 2020

### SHEET INDEX

Title Sheet	1
General Notes	2
Quantities, Tables & Details	3
Waterline Details	4
Plan & Profile	5-6
Intersection & Curb Ramp Details	7
Storm Sewer Profiles	8-9
Master Grading Plan	10
Erosion & Sediment Control Plan	11
Erosion & Sediment Control Details	12
Signage, Striping, & Lighting Plan	13

### BASIS OF BEARING

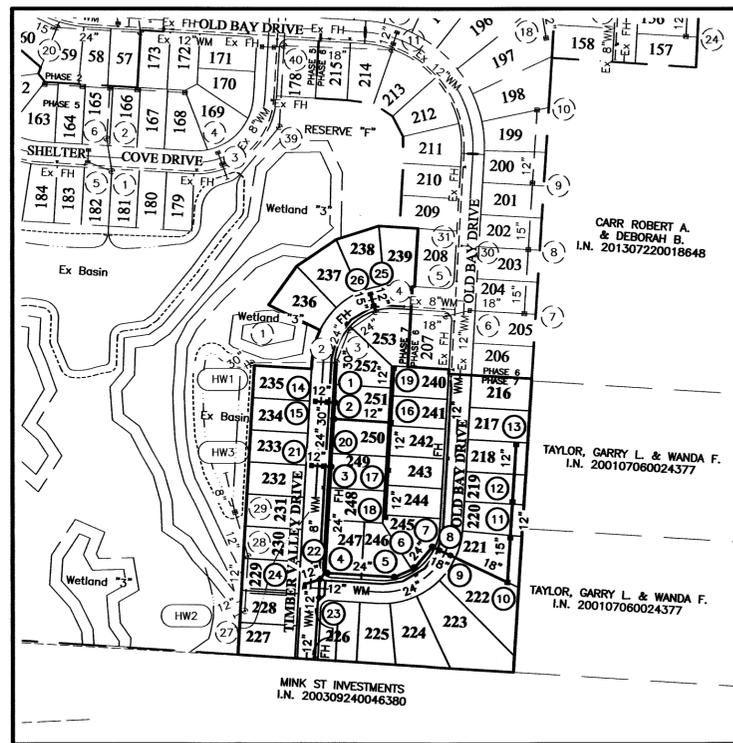
The coordinates shown on this map are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). Said coordinates originated from a field traverse which was tied (referenced) to said coordinate system by positional solutions derived by the National Geodetic Survey's Online Positioning Users Service software using GPS observations at traverse control points numbered 201, 202, 203, 204 and 205 and observations of selected CORS base stations in the National Spatial Reference System. The grid to ground scale factor (1.00005447494922) was applied at the location of point number 202.

### BENCH MARKS (NAVD 1988)

BM#1	Chisled "X" on south flange bolt of the first fire hydrant east of the driveway to residence #13604, located on the north side of Broad Street Southwest.	N=725633.3850 E=1900621.2350 Elev = 1084.34
BM#2	Chisled "X" on south flange bolt of the second fire hydrant east of the driveway to residence #13524, located on the north side of Broad Street Southwest.	N=725818.2657 E=1901516.6038 Elev = 1090.06
BM#3	Chisled "X" on south flange bolt of the first fire hydrant east of the driveway to residence #13338, located on the north side of Broad Street Southwest.	N=725920.6230 E=1902003.6630 Elev = 1093.46

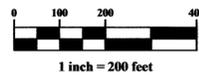
### STANDARD DRAWINGS

Southwest Licking Community Water & Sewer District		CITY OF COLUMBUS		
W-1	W-14	AA-S102	AA-S133A	2175
W-3	W-18	AA-S106	AA-S149	2179
W-4	W-20	AA-S107	AA-S150	2190
W-5	W-23	AA-S112	AA-S151	2230
W-6	W-25	AA-S117	AA-S168	2300
W-7	W-30	AA-S119	2000	2319
W-10		AA-S125A	2010	2320



INDEX MAP  
Scale: 1" = 200'

### GRAPHIC SCALE



### DEVELOPER/OWNER

D.R.Horton - Indiana, LLC  
d.b.a. Westport Homes  
Terry Andrews  
507 Executive Campus Drive, Suite 100  
Westerville, Ohio 43082  
Tel: 614-891-8545  
Email: terrya@westport-home.com

### UTILITY CONTACTS

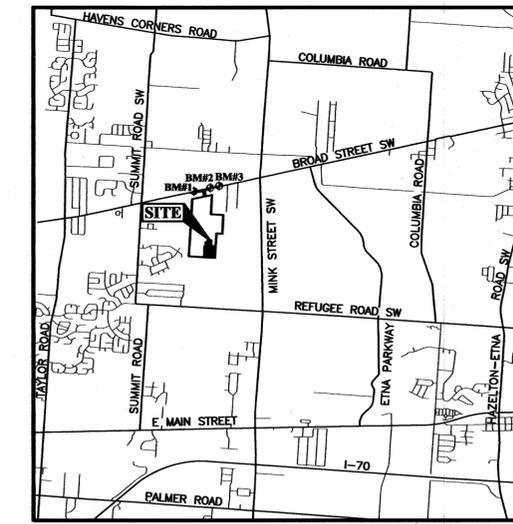
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Columbia Gas of Ohio 935 Buckeye Avenue Newark, Ohio 43055 (740)892-2552	Southwest Licking Community Water and Sewer District 69 Zellers Lane Etna, Ohio 43062 (740)927-0410
XO Communications 4449 Easton Way #150 Columbus, Ohio 43215 (614)629-3200	Energy Cooperative 1500 Granville Road Newark, Ohio 43055 800-255-6815



### PREPARED BY:

**EMHT**  
Evans, Mechtwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3448  
emht.com

*Steve Schehl*  
Registered Engineer No. 4-67549  
Date: 2/24/2020



LOCATION MAP  
Not to Scale

### MUNICIPALITY APPROVAL

The signatures below signify only concurrence with the purpose and general location of the project. All technical details remain the responsibility of the Engineer preparing the plans.

City Administrator, Pataskala, Ohio	Date
Director of Public Services, Pataskala, Ohio	Date
City Engineer, Pataskala, Ohio	Date
<i>Christopher G. Gabe</i> Southwest Licking Community Water and Sewer District	4/27/20 Date

REVISIONS  
MARK DATE DESCRIPTION

D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
FOR  
BROADMOORE COMMONS  
PHASE 7  
TITLE SHEET

**EMHT**  
Evans, Mechtwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500 Toll Free: 888.775.3448  
emht.com

DATE  
APRIL 24, 2020

SCALE  
As Noted

JOB NO.  
2019-0631

SHEET  
1/13

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GENERAL NOTES  
STREET, STORM, WATER AND STREET LIGHTING IMPROVEMENTS

GENERAL SPECIFICATIONS & NOTES  
SPECIFICATIONS

The City of Pataskala detailed specifications together with the City of Columbus and the State of Ohio Department of Transportation Construction and Material Specifications, including all supplements thereto, most recent edition, shall govern all material and workmanship involved in the improvements shown on these plans unless otherwise noted.

All work to be completely acceptable to the City of Pataskala officials. No work to be commenced until arrangements have been made with the City of Pataskala Engineer for inspection. Necessary line and grade staking shall be provided by the owner. The City of Pataskala shall be the authority for interpreting and enforcing all requirements of the specifications.

**SPECIFICATION DEVIATIONS**  
The City of Pataskala reserves the right to deviate from its construction material specifications on a case by case basis at the sole discretion of the city administrator. Deviations shall be in the best interest of the city and/or provide a better means of operations and maintenance as determined by the city.

**PERMITS AND FEES**  
The Contractor shall secure and pay for all permits and government fees, licenses and inspection fees necessary for the proper execution and completion of the improvements shown on these plans. The Contractor shall have in his possession an approved and signed set of construction drawings. Without the required permits and approved set of construction plans, construction will not be permitted to start.

**OHIO EPA PLAN APPROVAL**  
The Contractor shall comply with all the requirements and special conditions of the Ohio EPA plan approval issued for the project.

**EASEMENTS**  
Approval of this plan is contingent on all easements required for the construction of the work being secured and submitted to the City of Pataskala for recording prior to commencement of the work and no work which required an easement will be allowed to proceed until this has been done.

**SITE VISIT**  
It is the responsibility of the Contractor to visit the site and verify the extent of the work to be performed prior to making his bid.

**PRE-CONSTRUCTION VIDEO**  
Before any work begins the contractor shall thoroughly videotape the project area. The purpose of the videotaping is to establish a benchmark of the pre-construction condition of the project area, especially of the surrounding private property. In the event an adjoining property owner makes a claim for damages resulting from the work, the videotape will be used to determine the legitimacy of the claim. The Contractor shall use due diligence in performing this operation to allow the person operating the recorder to add commentary as they are recorded. The Contractor shall submit one copy of each videotape of the project area to the engineer at the pre-construction conference.

**STANDARD CONSTRUCTION DRAWINGS**  
All pertinent City of Pataskala standard construction drawings are available upon request at city hall.

**SUBMITTALS**  
All materials proposed for use on the project shall be submitted to the construction administrator prior to commencement of the project for review and approval.

Once approved, cut sheets shall be submitted to the City of Pataskala prior to the beginning of construction.

**MANUFACTURER**  
All manufactured materials are to be "Made in the U.S.A." or as approved by the City Engineer.

**WORK HOURS**  
General work hours in accordance with the codified ordinances of the City of Pataskala are 7 am to 9 pm Monday through Friday and 8 am to 8 pm on weekends. Sunday work is not permitted without prior permission from the Pataskala Public Service Director. No work shall be permitted on major holidays or major holiday weekends.

**SAFETY REQUIREMENTS**  
The Contractor and Subcontractor shall be solely responsible for complying with all federal, state and local safety requirements. Together with exercising precautions at all times for the protection of persons (including employees) and property, it is also the sole responsibility of the Contractor to initiate, maintain and supervise all safety requirements, precaution and programs in connection with the work. The Contractor and Subcontractor shall also abide by all ordinances of the City of Pataskala. Compliance with the Occupational Safety and Health Act of 1970 is required of all contractors on this project.

**EXISTING UTILITIES**  
The identity and locations of existing underground facilities known to be located in the construction area have been shown on the plans as accurately as provided by the Owner of the City of Pataskala and/or the Engineer assume no responsibility as to the accuracy of the location or the depths of the underground facilities as shown on the plans.

Investigation, location, support, protection and restoration of all existing utilities and easements shall be the responsibility of the Contractor. The cost of this work shall be included in the price bid for the various items.

Where potential grade conflicts might occur with existing utilities, the Contractor will be required to uncover such utility sufficiently in advance of laying pipe or duct in order that the Engineer may determine the exact elevation and make any necessary adjustments. Cost of the above shall be included in the price bid for the various items in the contract. The Contractor is responsible for coordinating the relocation of any utilities as required by the plan with the Owner of the affected utility. The Contractor shall cause notice to be given to the Ohio Utilities Protection Service (phone 1-800-362-2764 toll free) and to the owners of the utility facilities shown on the plan who are not members of a registered underground protection service in accordance with section 153.64 of the revised code. The above-mentioned notice shall be given at least 48 hours prior to the start of construction.

**PRIVATE UTILITIES**  
All private utilities (electric, telephone, natural gas and cable television) will be placed in the 18-foot easement shown on the plans, unless otherwise indicated. The Contractor shall be responsible for a copy of the planned location of each utility will be furnished to the City of Pataskala and the Developer as soon as possible after received by the City Engineer from each utility company for the city's approval and use in the future location and/or repair of public utilities, all private utility "conduits" shall be placed prior to the construction of the proposed streets.

**UTILITY OWNERS**  
Columbia Gas Transmission P.O. box 34  
Homer, Ohio 43027-0034  
(740)892-2552  
Columbia Gas of Ohio 35 Buckeye Avenue  
Newark, Ohio 43055  
(740)927-2552  
Energy Cooperative 11339 Mount Vernon Road  
Ulrich, Ohio 43080  
-800-255-6815  
Sprint United Telephone P.O. box 3555  
Mansfield, Ohio 44907  
(419)755-8811  
Pataskala Utilities Department  
430 S. Main Street  
Pataskala, Ohio 43062  
(740)927-4134  
American Electric Power Company  
215 N. Front Street  
Columbus, Ohio 43215-2291  
(614)464-7348

**REPLACEMENT OF DRAIN TILES AND STORM SEWERS**  
All drain tile and storm sewers damaged, disturbed or removed as a result of the Contractor's operations shall be replaced with the same quality pipe or better, and utilize Fernco Adaptors when connecting to existing pipe, maintaining the same gradient as existing. Replacement drain tile or storm sewer shall be laid on compacted bedding equal in density to the surrounding stratum. Replacement shall be done at the time of backfill operation. Cost of this work to be included in the price bid for various items.

**MAINTAIN DRAINAGE**  
The flow in all sewers, drains and watercourses encountered shall be maintained by the Contractor at his expense, and whenever such watercourses and drains are disturbed or destroyed, the Contractor shall restore them to their original condition at his own cost and expense, unless specific provisions made with the contract documents for the measure of any pavement for such specific items, to a condition satisfactory to the Engineer.

**Dewatering**  
Any well, well point, pit, or other device installed for the purpose of lowering the groundwater level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of section 3745-9-10 of the Ohio Administrative Code or in accordance with the provision of this plan or as directed by the Service Director or his representative.

The cost of any dewatering operations required for the construction of this project shall be included in the price bid for the various items.

**WATER WITHDRAWAL REGISTRATION**  
The Ohio Department of natural resources requires a water registration where surface or groundwater is withdrawn in greater than 100,000 gallons per day. The Contractor will be required to apply and submit the required forms.

**TREES**  
The Owner will have trees within the rights-of-way and easements removed prior to construction at his own expense. Removal of stumps shall be included in the price bid for various items. Trees encountered during construction outside the rights-of-way and easement limits shall be removed only when necessary and the cost shall be included in the price bid for various sewer items.

**ROCK**  
The cost of any rock excavation shall be included in the price bid for the storm sewer. The bidder shall determine if any rock excavation will be required and adjust his bids accordingly.

**SEQUENCE OF CONSTRUCTION**  
Storm sewers, sanitary sewers and water mains constructed in fill areas shall be constructed after compacted fill has been installed to proposed grade. The storm sewers, sanitary sewers or water mains shall be installed as per specified trench installation details.

**SITE GRADING**  
The Contractor shall return all grades to original condition, matching undisturbed areas, so as to maintain original drainage unless otherwise shown on the plans. Cost of this work to be included in the prices bid for the various items.

**EROSION CONTROL**  
Erosion control measures shall be in accordance with the requirements of Ohio's Standards for Stormwater Management Land Development and Urban Stream Protection manual "Rainwater and Land Development". All erosion and sediment control practices are subject to field verification at the discretion of the City of Pataskala and/or the Ohio EPA. The City of Pataskala shall be notified at least 3 working days prior to the start of any construction. Ditch checks and erosion control matting on slopes shall be provided and installed as directed by the City of Pataskala.

**GEOTECHNICAL WORK**  
All earthwork operations, especially pavement subgrade construction, shall be inspected by a registered Geotechnical Engineer employed and paid for by the Owner. Additionally, all final grades shall be field checked by the City of Pataskala. The Contractor shall confine his operations to determine if the site has been constructed to the grades indicated.

**TESTING REPORTS**  
Any and all testing reports related to construction of public infrastructure, including but not limited to: geotechnical, concrete, water, wastewater, stormwater, and roadway work shall be submitted to the City of Pataskala Public Service Director

**PROTECTION OF EXISTING FEATURES**  
Care shall be exercised when working in the area around existing trees and shrubs. Any trees or shrubs not marked for removal and damaged by the Contractor will have to be replaced by the Contractor at the satisfaction of the Owner. All signs, fences, shrubs, drainage structures or other physical features that are to remain intact or are disturbed or damaged during work under the contract shall be restored to their original condition by the Contractor. Unless otherwise provided in the contract, the cost of all such work shall be included in the price bid for the various sewer items. The Contractor shall leave the area disturbed by his work in as good of condition as the area was prior to commencement of this work. Any damage to other utilities during this work by the Contractor shall be repaired by the appropriate utility owner at the contractor's expense.

**TRAFFIC CONTROL DEVICES**  
All traffic control devices shall be furnished, erected, maintained and removed by the Contractor in accordance with the Ohio Manual of Traffic Control Devices for Construction and Maintenance Operations" copies of which are available from the Ohio Department of Transportation, Bureau of Traffic, 1980 W. Broad Street, Columbus, Ohio 43223.

Ingress and egress shall be maintained to public and private property at all times.

**NON-RUBBER TIRED VEHICLES**  
No non-rubber tired vehicles shall be moved on public streets. Exceptions may be granted by the City of Pataskala where short distances and special circumstances are involved. Granting of exceptions must be in writing and any damage must be repaired by the Contractor to the satisfaction of the city.

**RESTORATION**  
The contractor shall repair or replace any and all existing work damaged during or due to the execution of this contract at his own expense. All said work to be repaired or replaced by the utility the Contractor shall be responsible for. All signs, fences, shrubs, drainage structures or other physical features that are to remain intact or are disturbed or damaged during work under the contract shall be restored to their original condition by the Contractor. Unless otherwise provided in the contract, the cost of all such work shall be included in the price bid for the various sewer items. The Contractor shall leave the area disturbed by his work in as good of condition as the area was prior to commencement of this work. Any damage to other utilities during this work by the Contractor shall be repaired by the appropriate utility owner at the contractor's expense.

**MONUMENTS**  
Any property corner pins or permanent survey markers disturbed during construction shall be reset by or under the supervision of a licensed Professional Surveyor at the Contractor's expense.

**RESPONSIBILITY FOR MAINTENANCE/OWPS LOCATES**  
All infrastructure, and maintenance thereof, shall remain the responsibility of the Contractor/Developer until such time as the infrastructure is accepted by the city. Similarly, all utility locating requirements shall remain the responsibility of the Contractor/Developer until such time as the infrastructure is accepted by the city.

**RECORD DRAWINGS**  
The Developer's Contractor shall maintain one (1) complete field markup set of construction drawings on site for the sole purpose of recording the following information: 1. Any and all changes made during the construction of the project. 2. Location of all water taps, and mainline valves measured from identifiable points. All field changes, if considered major must be approved by the city. All changes shown on the Contractor's field markup set must be initiated by the Resident Inspector and the Contractor. After completion of the project, the Contractor's field markup set is to be turned over to the Developer's Engineer for completing the "Record Drawings". The following is to be submitted to the City Engineer. -one mylar set of "Record Drawings"-contractor's field markup set-cd with pdf of "Record Drawings" and cad base drawings.

**MISCELLANEOUS WORK**  
All items of work called for on which no specific method of payment is provided shall be performed by the Contractor and the cost shall be included in the price bid for the various items.

**ROADWAY AND DRAINAGE SPECIFICATIONS & NOTES**

**PAVEMENT DESIGN**  
City of Pataskala shall have a standard for minimum pavement design. This standard is to be used unless the existing soil conditions are less than the standard conditions as determined by a registered Geotechnical Engineer. Pavement design calculations, by a registered Geotechnical Engineer, shall be submitted to the City Engineer for approval. Prior to placing the base course, the subgrade shall be proof rolled to confirm subgrade compaction.

**PAVEMENT SUBGRADE**  
All pavement subgrade shall be constructed in accordance with item 204 and tested by a registered Geotechnical Engineer. Section 203.12 shall be modified such that all compaction shall be to 100% of the maximum dry unit weight obtained in the laboratory by the "Standard Proctor Test" (ASTM D 698). Moisture content of the new fill shall be in the range of plus/minus 2% of the optimum moisture content determined by ASTM D 698.

**UNAUTHORIZED STREET EXCAVATION**  
In the event excavation for the street is 0-inches to 6-inches below that called for on the plans, the Contractor shall replace the excess excavated material as directed by the Engineer with compacted 304 crushed limestone aggregate at no cost to the Owner or Engineer.

**PAVEMENT MARKINGS**  
Stop bars shall be installed at all stop signs. Crosswalks shall be installed between curb ramps on the stop controlled legs of all intersections.

**SIDEWALKS**  
Sidewalks are required as per typical street section(s) shown on these plans. All sidewalks are required to have a minimum 3" aggregate base consisting of #57 bank run gravel.

**HANDICAP RAMPS**  
All curb ramps and sidewalks shall be constructed in full compliance with the requirements of the latest edition of the Americans with Disabilities Act (ADA). All handicap ramps and connecting sidewalks shall be installed at the time of the streets construction.

**STREET LIGHTING**  
Street lighting shall be required as per city of Pataskala, standard drawings and specifications. Copies of the standard drawings and specifications are available at the office of the director of public services. Light fixtures to be installed shall be the City of Pataskala residential colonial style fixtures. One additional street light shall be provided to the City of Pataskala prior to acceptance of the project.

**STREET LIGHT WIRING**  
Plans for street light wiring shall be submitted to the city for review prior to installation. Horizontal locations for all wiring/conduit/equipment associated with this infrastructure shall be included in the as-built drawings on the signing, striping and lighting plan sheet(s).

**SIGN POSTS**  
All sign posts shall be 2" square posts. U-channel posts will not be accepted.

**GUTTER TESTING**  
The Contractor shall be responsible for testing the grades of the gutters with water prior to final acceptance of the street. The cost shall be included in the price bid for curb and gutter.

**ROOF DRAIN OPENINGS**  
The Contractor shall provide two 3-inch diameter roof drain openings in the curb for each lot. Each opening located no more than 4-feet in from each lot line. Each opening shall be installed at the time of curb installation. Invert of opening shall be no more than 3/4 inches above the invert of the curb gutter with 1/2 inch slope from back of curb.

**UNDERDRAINS**  
Openings shall be provided in the drainage structures to accommodate underdrain outlets. Underdrains to be constructed in accordance with plan details.

**STORM SEWERS**  
Unless otherwise noted on the plans all storm sewers shall be as hereafter specified: All storm located within or across proposed or existing pavement areas shall be Sanitize HP or approved equal, COC CMS 720.12, with type 2 bedding. Concrete encasement (COC 706.02) to be used when cover is less than 3' to proposed grade. Storm sewer located in all other areas shall be N-12 or approved equal, COC CMD 720.12, with type 2 bedding. Concrete encasement to be used when cover is less than 2' to proposed grade.

Pipe type and classification shall run from structure to structure. Changing pipe type between structures is prohibited.

**BACKFILL - STORM SEWERS AND WATER MAINS**  
Where the storm sewer and/or the water mains and water services cross proposed or existing rights-of-ways and/or pavements, the trench shall be backfilled with compacted granular material, item 912, and shall be compacted in 8-inch lifts, from R/W line to R/W line and within the 1:1 influence of pavement. Sand, cinders, or other non-graded materials shall not be acceptable substitutes for graded backfill material for the 912 Spec item, all granular backfill shall conform to the ODOT 304 specification.

Where storm and/or water mains run parallel with the centerline of the street or under sidewalks or within the influence line, measured from the back of curb, backfill shall be compacted granular backfill from the bottom of the trench to within 6-inches of the finished or existing grade.

All other trench backfill item 911 shall be compacted in 12-inch layers, loose measurement. Compaction shall be to at least the density of the surrounding ground. The cost of all backfill is to be included in the price bid for the various sewer items.

**MANHOLES AND CURB INLETS**  
All manholes, curb inlets and other drainage structures shall be channeled as shown on the plans or as directed by the engineer. All solid type lids shall be inscribed with the words "CITY OF PATASKALA" and "STORM SEWER" or "WATER MAIN". All signs, fences, shrubs, drainage structures or other physical features that are to remain intact or are disturbed or damaged during work under the contract shall be restored to their original condition by the Contractor. Unless otherwise provided in the contract, the cost of all such work shall be included in the price bid for the various sewer items. The Contractor shall leave the area disturbed by his work in as good of condition as the area was prior to commencement of this work. Any damage to other utilities during this work by the Contractor shall be repaired by the appropriate utility owner at the contractor's expense.

**CURB INLETS**  
All curb inlets shall be City of Columbus standard AA-S125 (A or B) with East Jordan 7030 or Neenah R-3067-V castings, or approved equal, unless otherwise noted. Curb and gutter grades are to be depressed one (1) inch below final grade and warped to normal grade ten (10) feet on either side of the inlet.

**STORM SEWER FLUSHING**  
All storm sewers shall be flushed with clean water 1 year following substantial completion.

**PRIVATE PONDING OR DETENTION AREAS**  
The ponding or detention areas shown on these plans are to be constructed as a private system. It is the Developer/Owner's responsibility to maintain the ponding or detention areas in a way so as not to reduce the capacity of the water surface area. If the Developer/Owner does not maintain the ponding or detention areas, the plans will become void and the city will assume responsibility for the ponding or detention areas. Standby inspection will be required during construction. Developer must enter into an agreement with the city regarding inspection and maintenance.

**CAUTION - NOTICE TO CONTRACTOR**  
The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The Contractor must call the appropriate utility company at least 2 days before any excavation to request exact field location of utilities. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plans.

The Contractor shall be responsible for the horizontal/vertical deflections or bends of the waterlines in accordance with the manufacturer's specifications. Deflect waterlines to provide 1'-6" vertical and 10'-0" horizontal clearance with sanitary and storm sewers.

The connection of existing waterlines and services to proposed waterlines shall be done in a manner that will cause a minimum of inconvenience to those with affected services. Work concerning the disconnection and reconnection of existing waterlines shall be done between the hours of 10:00 PM and 5:00 AM, or as directed by the Engineer. No work shall begin until the Township Fire Department, the City, and the residents whose services will be affected are all notified of the extent, nature and time of the anticipated work and the method and schedule of such work has been approved by the Engineer.

**SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT**  
March 23, 2017

**GENERAL NOTES**

**G-1 GENERAL:** The current Southwest Licking Community Water & Sewer District Construction and Material Specifications together with the O.D.O.T. Construction and Material Specifications including all supplements thereto in force on the date of contract, shall govern all materials, methods of construction and workmanship involved in the improvements shown on these plans, except as such specifications are modified by the following specifications or by the construction details set forth herein.

**G-2 WORK LIMITS:** The Contractor shall confine his activities to the Project Site under development, existing rights-of-way, construction easements and permanent easements, and shall not trespass upon other private property without the written consent of the property owner.

**G-3 MISCELLANEOUS WORK:** All items of work called for on the plans for which no specific method of payment is provided shall be performed by the Contractor and the cost of same shall be included in the price bid for the various related items.

**G-4 FIELD TILE:** All field tile and other drainage tile broken during excavation shall be replaced to its original condition as directed by the District representative.

**G-5 SURPLUS EXCAVATION:** The Contractor shall properly dispose of all surplus excavation.

**G-6 EXISTING UTILITIES:** The information shown concerning existing utilities is not represented, warranted or guaranteed to be complete or accurate. It shall be the Contractor's responsibility to physically locate and verify in the field, all utility locations and elevations, whether shown on the plans or not, prior to the beginning of construction operations. The Contractor shall support, protect, and restore all existing utilities and associated items to the satisfaction of the utility owner.

The Contractor shall notify all utility owners, in accordance with Section 153.64 of the Ohio Revised Code, at least forty-eight (48) hours prior to the beginning of any work, to request utility locations, to coordinate the work, and to keep the utility owners apprised of the construction schedule and requirements until all work is completed. Notice shall be given to the Ohio Utilities Protection Service (800-362-2764) for the member utilities.

**G-7 SAFETY OF CONSTRUCTION:** Compliance with the Occupational Safety and Health Act of 1970, as amended, and applicable OSHA regulations is required of all contractors on the project. Each Contractor and Subcontractor is responsible to implement, maintain and supervise all safety requirements, precautions and programs in connection with the work.

**G-8 NOTIFICATION:** The Contractor shall notify the District (740-927-0410) seventy-two (72) hours, excluding weekends and holidays, prior to the start of construction of water and/or sanitary sewer utilities. When construction is suspended for more than seven days, the Contractor shall notify the District seventy-two (72) hours, excluding weekends and holidays, prior to resuming construction. Construction shall not start prior to the required notice being given.

**G-9 CLEAN-UP:** The tracking of mud, dirt or debris upon any public roadway is prohibited and any such occurrence shall be cleaned up immediately by the Contractor. The Contractor shall clean up all debris and materials resulting from the construction operation and restore all surfaces, structures, ditches, and property to its original condition and to the satisfaction of the District.

**G-10 PERMITS:** The Contractor shall obtain any and all necessary permits prior to beginning construction.

All work shall be performed in accordance with the applicable Federal, State and Local regulations and requirements.

**G-11 CROSSINGS:** All water mains and services shall be constructed with at least 10 foot horizontal separation and at least an 18 inch vertical separation from all sanitary and storm sewers.

**G-12 TRAFFIC CONTROL:** Where it is anticipated that the utility work will close a street, the Contractor shall inform the residents to be affected, County Sheriff's Office or local Police Department, Fire Department, the District, applicable School District, and other applicable entities as to the extent, nature, and time of the anticipated work.

Adequate lights, signs, and barricades shall be used, as required in the O.D.O.T. Construction and Material Specifications and OMUTCD, to safeguard the traveling public at all times. All trenches shall be backfilled or securely plated within the public right-of-way during non-working hours.

**G-13 CURB MARKINGS:** The District requires that the letters "W" for water main valve, "W" for water service line, "S" for sanitary sewer service line, and "MH" for sanitary sewer manhole be embedded in the concrete curb. For standard curbs, the letter is to be located in the center on the top flat portion of the curb. For rolled curbs, the top of the letter is to be located on the face of the curb within one and one-half (1-1/2) inches of the crest. The letter is to be at least two (2) inches wide, three (3) inches high and one quarter (1/4) inch deep. The letters "W" and "MH" are to be located on the curb immediately adjacent to all water main valves and sanitary sewer manholes. The letters "W" and "S" are to be located directly over the house service lines.

**G-14 SEDIMENT AND EROSION CONTROL:** The Contractor shall be solely responsible for providing necessary and adequate measures for proper control of erosion and sediment runoff from the site along with proper maintenance and inspection in compliance with the NPDES General Permit for Storm Water Discharge Associated with Construction Activity. All sediment and erosion control measures required in the plans, the District Construction and Material Specifications, and the Ohio EPA Storm Water Regulations and General Permit shall be in place and operational prior to construction beginning in the work area.

**G-15 PROHIBITED CONSTRUCTION ACTIVITIES:** The following construction activities are prohibited on this project. Using any substance other than water to control dust. Tracking of mud, dirt and debris onto any public roadway. Open burning of project debris without a permit. The Contractor is responsible for obtaining the permit or disposing of the trees and stumps.

Pumping of sediment-laden water from trenches or other excavations into any surface waters, any stream corridors, any wetlands, or storm sewers. Discharging pollutants - such as chemicals, fuels, lubricants, bituminous materials, raw sewage - and other harmful waste into or alongside rivers, streams, and impoundments or into natural or man-made channels leading thereto.

Storing construction equipment and vehicles and/or stockpiling construction materials on property, public or private, not previously specified for said purposes.

Disposal of excess or unsuitable excavated material in wetlands or floodplains, even with the permission of the property owner.

Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, wetlands, surface waters, or outside the easement area.

Permanent or unspecified alteration of the flow line of a stream.

Removal of trees and bushes, or damaging vegetation outside the limits of the construction area.

Disposal of trees, brush and other debris in any stream corridors, any wetlands, any surface waters or at unspecified locations.

**G-16 AS-BUILTS:** All bends, fittings, mainline valves, water service valves, fire hydrants, manholes, and sanitary sewer services must be QPS located and shown on the as-built drawings using the Ohio State Plane Coordinate System. Two (2) full size (2"x3") and two (2) half size (1"x1.5") sets of as-built construction drawings and a USB in AutoCAD and PDF format shall be provided to the Southwest Licking Community Water & Sewer District as soon as all public improvements are completed and prior to final acceptance.

**G-17 SPECIFICATION DEVIATIONS:** The Southwest Licking Community Water & Sewer District reserves the right to deviate from its Construction Material Specifications on a case by case basis at the sole discretion of the District Administrator. Deviations shall be in the best interest of the District's customers and/or provide a better means of operations and maintenance.

**WATERLINE NOTES**

**W-1 CONNECTING WATERLINES:** The connection of proposed waterlines to existing waterlines shall be done in a manner that will cause a minimum of inconvenience to those with affected services. Work concerning the disconnection and reconnection of existing waterlines shall be done between the hours of 10:00 PM and 5:00 AM, or as directed by the District. No work shall begin until the Township Fire Department, District County Sheriff's Office and residents whose services will be affected are all notified at least seventy-two (72) hours prior to the connection, of the extent, nature and time of the anticipated work, nor until the method and schedule of such work has been approved by the District.

**W-2 SERVICE LOCATIONS:** All water services shall be laid at least 1 0 feet horizontally from the sanitary sewer service and in a separate trench. A permit for each water service must be obtained from the District, prior to making any connection from the water main or water service box to any existing or proposed building.

**W-3 CONFLICTS:** When conflicts in grade between waterlines and sewers are found during construction, the waterlines shall be lowered, unless directed otherwise by the District. A minimum vertical separation of 18 inches, measured from the outside of each pipe, shall be maintained.

**W-4 MINIMUM DEPTH:** Water lines shall be laid with a minimum of four (4) feet of cover from the final proposed ground or pavement grade to the top of the waterline.

**W-5 LINE CROSSINGS:** At all points of crossing of water mains and sewers, the backfill shall be granular material between the deeper and shallower pipe. The minimum horizontal separation between water mains and all sewers shall be ten (10) feet measured from the outside of each pipe. The minimum vertical separation at crossings of water mains and all sewers shall be 18 inches measured from the outside of each pipe.

**W-6 DISINFECTION:** All water mains shall be cleaned and disinfected in accordance with the applicable sections of AWWA Specification C651. Special attention is directed to the requirements of flushing and chlorinating valves and fire hydrants. Results of the disinfection tests shall be furnished to the District prior to acceptance of the system. Testing for acceptance to be conducted after all other utilities located within the right-of-way are installed.

**W-7 TESTING:** A hydrostatic test, as required in Section 7.3 of AWWA Specification C605 for PVC Pipe or Section 5.2 of AWWA Specification C600 for Ductile Iron Pipe as applicable, shall be applied to the water main. If there are indications of leaks under this pressure test, the Contractor shall locate and repair all leaks at the contractor's expense until the leakage is within the specified allowance. All bends, joint deflections and hydrants shall have concrete backing, and all valves shall have concrete supports, in accordance with the Standard Construction Drawings. Testing for acceptance to be conducted after all other utilities located within the right-of-way are installed.

**W-8 FIRE HYDRANTS:** Fire hydrants shall be American Flow Control Model MK-73-55, Mueller Sur Century 250 Model A-421 or Claw Medallion, as shown on Standard Drawing W-20, and be installed as per Standard Drawings W-21, W-22, W-23, W-24 and W-25. West Licking Fire Department requires all fire hydrants have a "cross on T" type sturtz fitting. Fire hydrants shall be painted Fire Protection Red from the manufacturer and the lids of watch valve boxes painted Fire Protection Red in the field. Fire hydrants on a private water system shall be painted Fire Protection Red with a Blue Bonnet. The District may require specific hydrants to match existing developments.

**W-9 CURB AND VALVE BOXES:** Curb boxes shall be located 6 inches from the front property line or easement line, and within 10 feet of the side property line, unless otherwise shown on the plans. All curb box and valve box tops shall be adjusted to be 3" above final surface grades. The Contractor shall furnish and place as distance of 4" between 4" x 4" hardwood lumber at all curb boxes and valve boxes, extending a minimum of 3 feet above final surface grades with the top 2 feet of the 4"x4" being painted safety blue. All curb and valve box lids shall be painted safety blue.

**W-10 CURB BOX EXTENSION ROD:** A Ford ROD-42 extension rod with centering ring shall be installed on all curb boxes.

**W-11 VALVE EXTENSION:** If the top of the operating nut is lower than 36 inches below finished grade, an extension stem shall be furnished to bring the top of the operating nut to between 24 inches and 36 inches of finished grade elevation.

**W-12 INSTALLATION IN EMBANKMENT:** Where water mains are to be installed in embankment areas, the embankment shall be placed and compacted in accordance with the specifications prior to the installation of the water main. The water main shall be installed with a minimum of four (4) feet of cover in all directions.

**W-13 VALVE OPERATION:** Existing valves shall be operated by District personnel only.

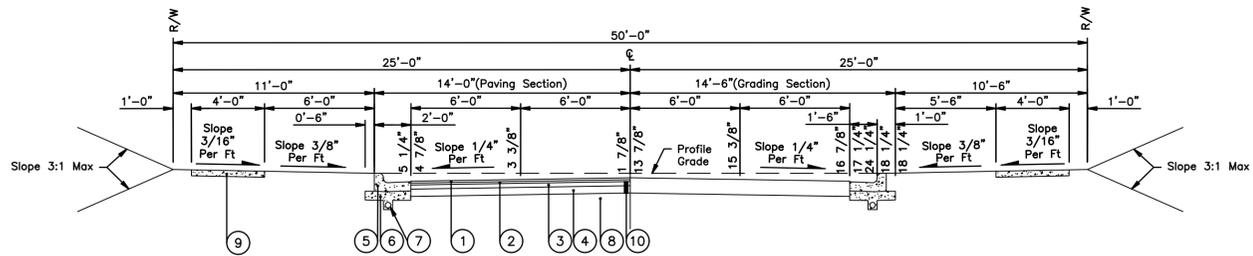
**W-14 CONSTRUCTION AND MATERIAL SPECIFICATIONS:** All materials and construction shall meet the requirements of the current Southwest Licking Community Water & Sewer District Construction and Material Specifications, including all supplements thereto (unless Township, City, and/or County standards are more stringent, in which case those standards shall be followed). Water main pipe shall be PVC Plastic Pipe, AWWA C900 DR 18. Ductile Iron Pipe Class 53, AWWA C151, Cement Lined AWWA C104, with joints conforming to AWWA C111 is an acceptable alternate water main pipe. All bends, joint deflections and fittings shall be backed with concrete. Blue metallic field locator tops of six (6) inch width shall be placed over all water mains, within 12 to 18 inches of finished grade. Ten (10) gauge solid tracer wire shall be laid in the pipe trench and extended into each valve opening. Tracer wire connections shall be made with copperhead snakebite waterproof direct bury buses #3WB-01.

Water main valves shall be AWWA C509, Resilient Wedge with 250 PSI working pressure, non-rising stem, left hand open valve with rubber "O" packing seals. All valve bonnet bolts shall be to stainless steel.

Water service line pipe shall be AWWA C901, PE 4710, DR9, CTS ASTM D2737 and shall be installed with a cover of four (4) feet.

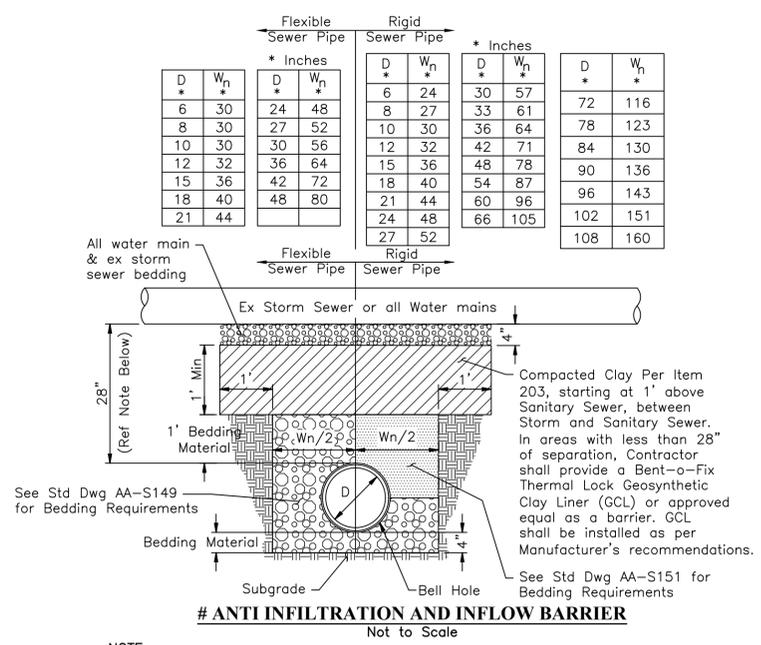
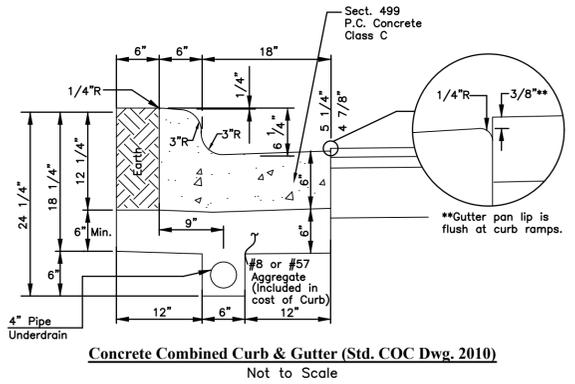
**W-15 WATER SYSTEM PRESSURE:** All water mains including those not designed to provide fire protection, shall be sized after a hydraulic analysis based on flow demands and pressure requirements. The system shall be designed to maintain a minimum pressure of 20 psi (140 kPa) at ground level at all points in the distribution system under all conditions of flow. The normal working pressure in the distribution system shall be at least 35 psi (240 kPa) and should be approximately 60 to 80 psi (410-550 kPa) and not less than 35 psi (240 kPa).

**W-16 CURB STOP:** Curb stop shall be equivalent to Mueller H-15209 with a box equivalent to Bingham and Taylor NO. 490L size 9

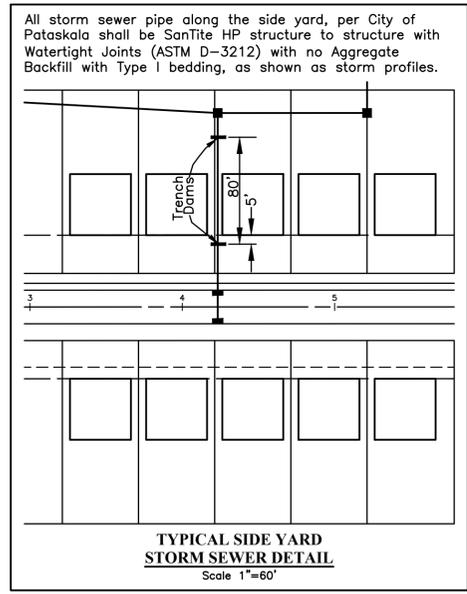


- PAVEMENT LEGEND**
- ① 1 1/4" Asphalt Concrete Surface Course - PG64-22, Item 441
  - ② 1 1/2" Asphalt Concrete Intermediate Course - PG64-22, Item 441
  - ③ 3 1/4" Asphalt Concrete Base, Item 301
  - ④ 6" Aggregate Base, Item 304
  - ⑤ Concrete Curb & Gutter, COC Std Dwg 2010, Item 609
  - ⑥ No 8 or No 57 Aggregate
  - ⑦ 4" Pipe Underdrain, Item 605
  - ⑧ Subgrade Compaction, Item 204
  - ⑨ 4" Concrete Sidewalk, Item 608 w/ 3" #57 Aggregate Base
  - ⑩ 7" Roller Compacted Concrete, COC SS-1523 (Alternate Pavement Section)

Pavement Sections per City of Columbus Residential Standard Flexible Pavement Design.



- NOTE:**
- This detail is required at all sanitary sewer/ services and water main crossings and sanitary sewer/ services and existing storm sewer crossings. If it is disturbed during the construction of the storm sewer or water main it must be restored to the requirements of the detail. This detail is not being used to mitigate crossings where there is less than 18" of vertical distance from outside to outside of pipes.
  - Length of 1/1 Barrier Protection for mainline and laterals shall be 10 feet centered on storm/water main pipe crossing and measured along the sanitary mainline or service lateral. (This length shall be 15' where sanitary lines are crossing two waterlines running parallel.)



ESTIMATE OF QUANTITIES			
Note: The quantities shown on this plan are the Engineers best determination of the work to be performed. The quantities are for use by the County/City to estimate the necessary development fees. The Contractor should make his own determination and shall be solely responsible for determining the required bid quantities necessary for completion of the plan improvements.			
ITEM	QUANTITY	UNIT	DESCRIPTION
<b>STREET</b>			
201	Lump	Sum	Clearing and Grubbing
202	2	EA	Temporary Barricade Removal
203	Lump	Sum	Excavation Including Embankment
204	5390	SY	Subgrade Compaction
301	390	CY	3-1/4" Asphalt Concrete Base
304	720	CY	6" Aggregate Base
441	150	CY	1-1/4" Asphalt Concrete, Surface Course PG-64-22
441	180	CY	1-1/2" Asphalt Concrete, Intermediate Course PG-64-22
605	3180	LF	4" Underdrain
607	640	LF	Farm Fence
608	600	SF	4" Concrete Sidewalk
608	4	EA	Curb Ramp
608	32	SF	Detectable Warning, Type "E"
609	3180	LF	Combination Curb & Gutter
630	16	SF	Sign, Flat Sheet
630	91	LF	Ground Mounted Support, No 3 Post
630	2	EA	Street Name Sign, Flat Sheet
630	14	EA	Street Name Sign Support
637	1	EA	Temporary Barricade
644	48	LF	Crosswalk, 10' Line
644	12	LF	Stop Line, 20' Line
659	3935	SY	Seeding & Mulching
<b>ALTERNATE PAVEMENT</b>			
204	5390	SY	Subgrade Compaction
307	4330	SY	7" Roller Compacted Concrete Base - Residential
441	150	CY	1-1/4" Asphalt Concrete, Surface Course PG-64-22
441	180	CY	1-1/2" Asphalt Concrete, Intermediate Course PG-64-22
454	144	LF	Pavement Relief Joints
<b>WATER</b>			
801	682	LF	8" Watermain, Fittings & Appurtenances
801	849	LF	12" Watermain, Fittings & Appurtenances
801	25	LF	6" Ductile Iron Water Pipe, Fittings & Appurtenances (FH Leads)
802	5	EA	6" Valve w/Std Valve Box (Hydrant Valve)
802	1	EA	8" Valve w/Std Valve Box
802	2	EA	12" Valve w/Std Valve Box
805	22	EA	3/4" Water Service (Long)
805	15	EA	3/4" Water Service (Short)
809	5	EA	Fire Hydrant, Type "B"
<b>STORM SEWER</b>			
604	7	EA	Manhole, Type "C" (AA-S102)
604	11	EA	Curb & Gutter Inlet (AA-S125A)
604	8	EA	Standard Catch Basin (AA-S133A)
901	688	LF	12" Storm Pipe
901	151	LF	12" Storm Pipe w/Concrete Encasement
901	131	LF	15" Storm Pipe
901	156	LF	18" Storm Pipe
901	26	LF	18" Storm Pipe w/Concrete Encasement
901	597	LF	24" Storm Pipe
901	124	LF	30" Storm Pipe
<b>EROSION AND SEDIMENT CONTROL</b>			
207	2	EA	Stabilized Construction Entrance
207	2050	LF	Sediment Control Fence
207	1055	LF	Tree Protection Fence
207	1	EA	Concrete Washout Area
207	11	EA	Curb Inlet Protection
207	8	EA	Filter Fabric Inlet Protection
207	Lump	Sum	Seeding & Mulching
207	Lump	Sum	Dust Control
<b>STREET LIGHTS</b>			
625	1	EA	Street Light (Complete)*
625	1	EA	Street Light* (Pole and Luminary provided to the City of Pataskala)

Calculated By: ARN Date: 3/30/2020 Checked By: DSM Date: 4/2/2020  
\*Contractor to coordinate with City of Pataskala with Street Light Specifications.

**NOTE:** For any water service that is found to be located within all pavement and concrete surfaces including roadways, driveways, and sidewalks at the time of construction, the Developer is responsible to relocate the service top, service line, and service valve out of the pavement limits.

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MARK	DATE	DESCRIPTION

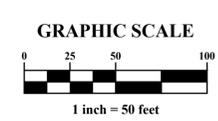
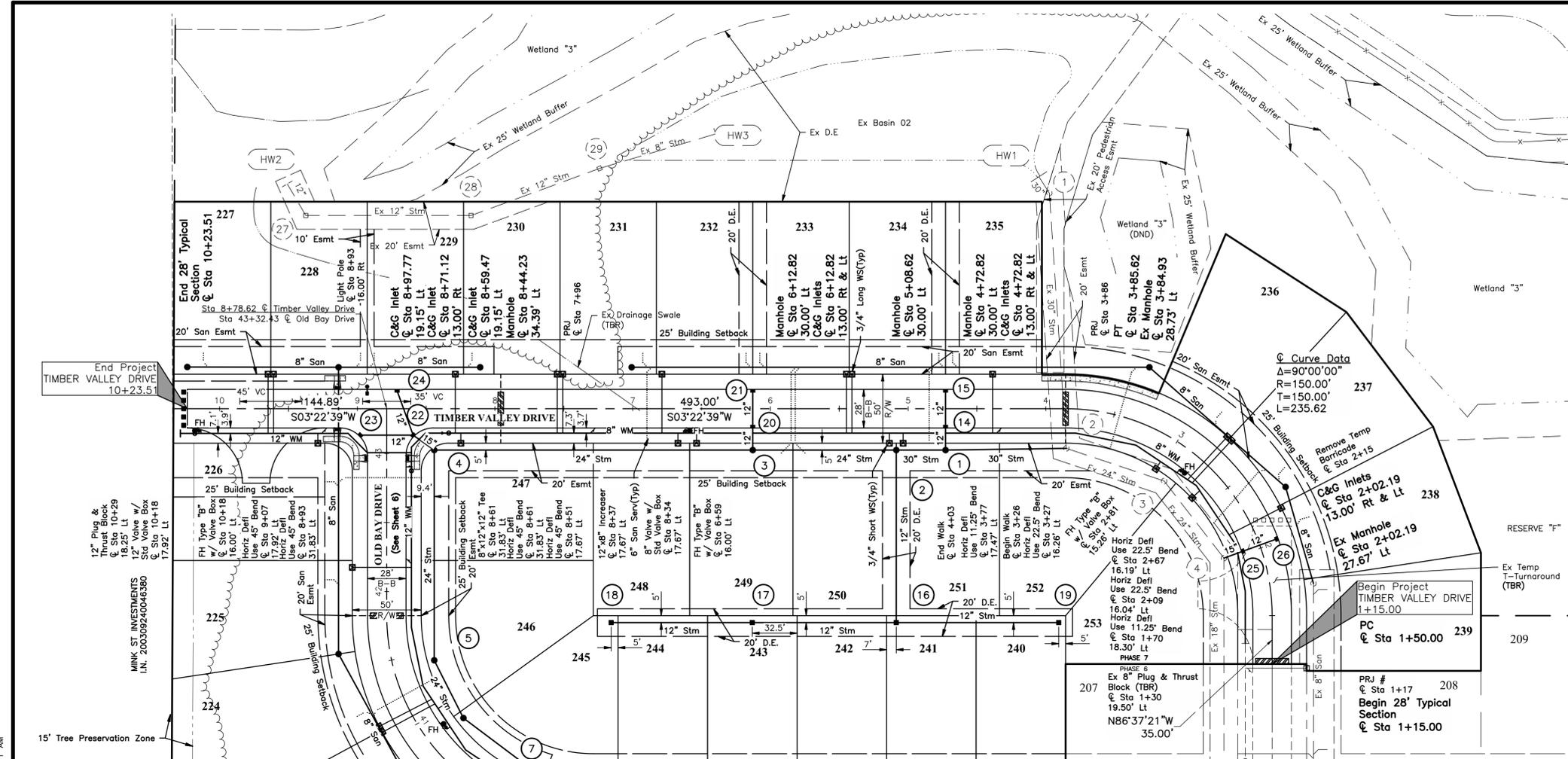
D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
FOR  
**BROADMOORE COMMONS**  
PHASE 7  
QUANTITIES, TABLES & DETAILS



DATE	APRIL 24, 2020
SCALE	As Noted
JOB NO.	2019-0631
SHEET	3/13





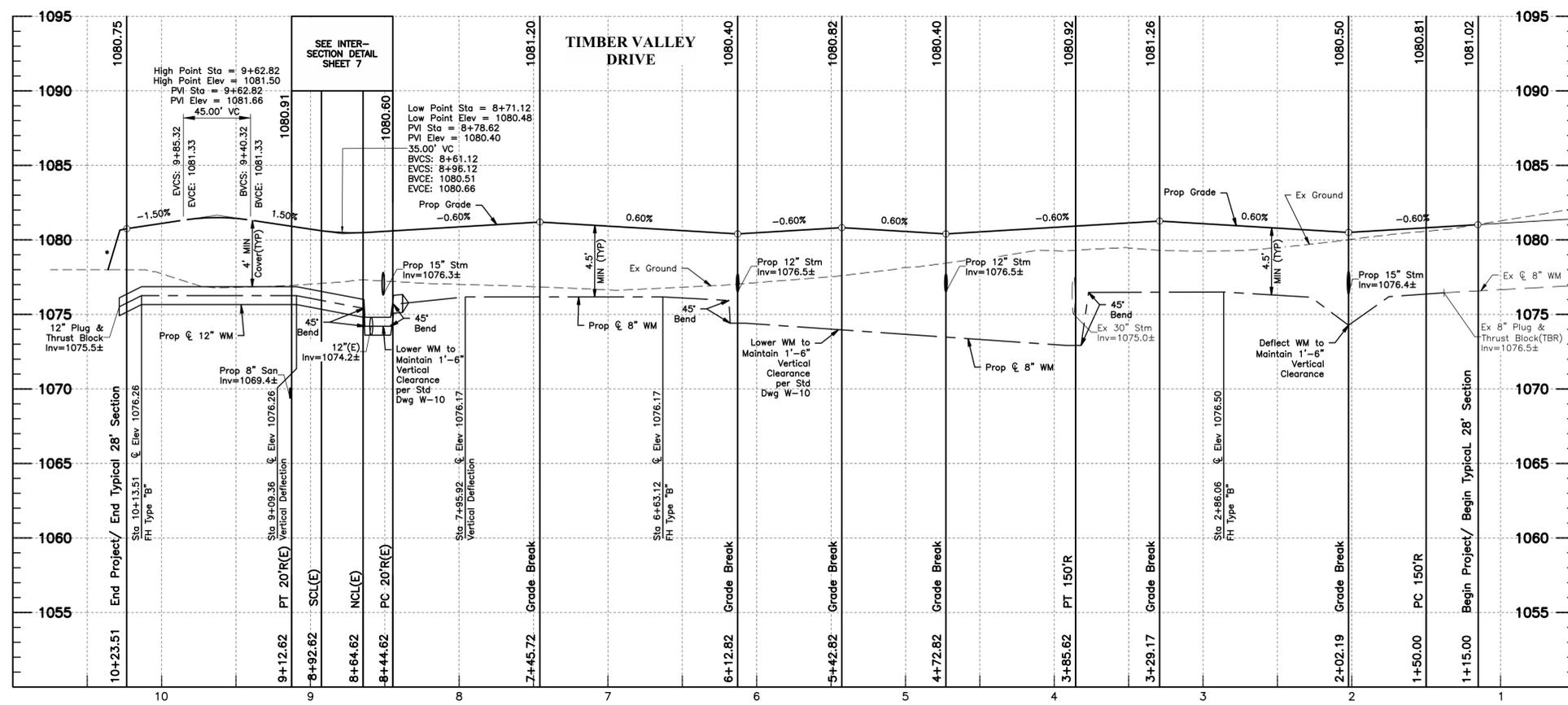
LEGEND	
	Proposed Storm Sewer
	Proposed Sanitary Sewer
	Proposed Watermain
	Existing Storm Sewer
	Existing Sanitary Sewer
	Existing Watermain
	Field Observed
	Sidewalk (By Developer)
	Pavement Relief Joint (To Be Installed with Alternate Pavement Section)
	Maintain min 4.0' cover above proposed watermain at 3:1 max slope within limits of future R/W.
	D.E.
	Temporary Barricade (COC Std Dwg 2190)
	Pavement Relief Joint required if Alternate Pavement Section was used on Phase 6.

**NOTES:**

Storm sewer, sanitary sewer and water mains constructed in fill areas greater than 1'-0" shall be constructed after compacted fill has been installed to proposed grade. The storm sewers, sanitary sewers, and water mains shall be installed per specified trench details.

Compacted Granular Backfill Per ODOT Item 304 required within the 1:1 influence line of pavement. Compacted Type C Backfill can be used above the 1:1 influence line.

Granular backfill to be used when the watermain is within 5' of pavement or curb per SWLCS Construction and Material Specification 305.



MARK	DATE	DESCRIPTION

**BROADMOORE COMMONS**  
PHASE 7  
PLAN & PROFILE

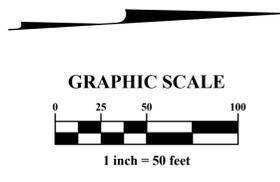
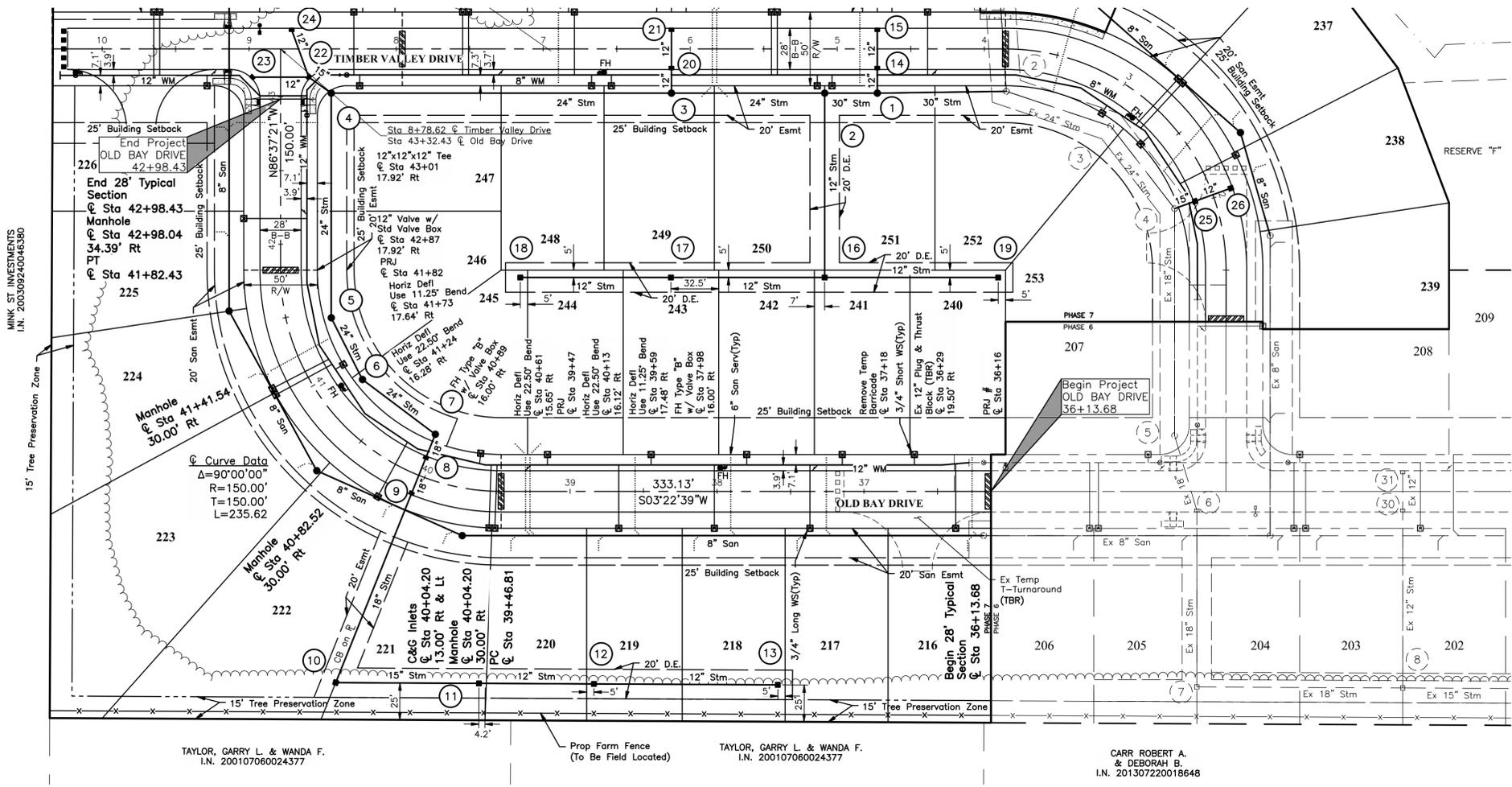
CITY OF PATASKALA, LICKING COUNTY, OHIO  
STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
FOR  
**BROADMOORE COMMONS**  
PHASE 7  
PLAN & PROFILE

**EMHT**  
Ernie M. Heston, Inc.  
5300 New Albany Road, Columbus, OH 43254  
Phone: 614.775.6500 Fax: 614.775.3348 emht.com

DATE	APRIL 24, 2020
SCALE	1" = 50'
JOB NO.	2019-0631
SHEET	5/13

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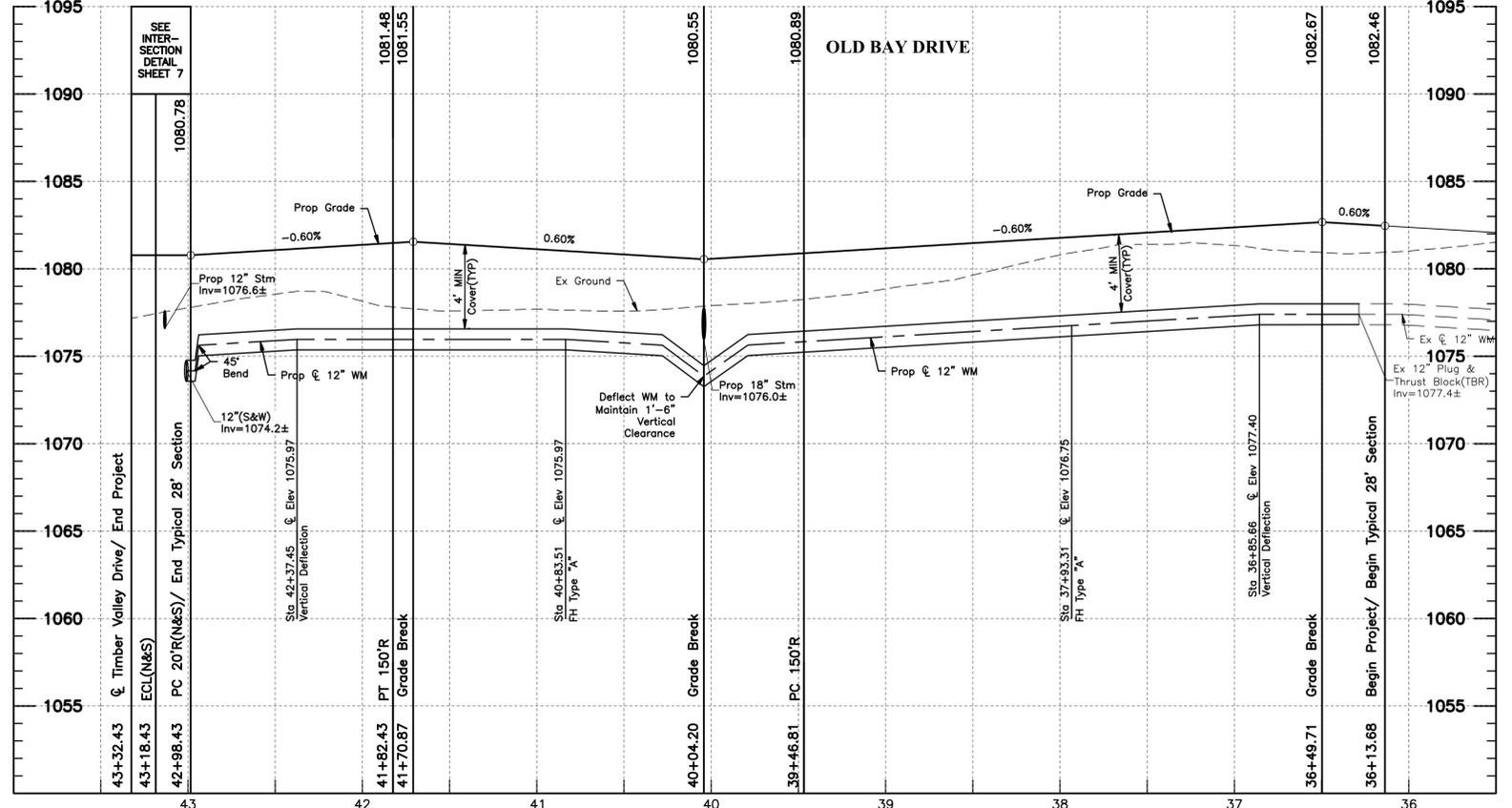
LEGEND	
	Proposed Storm Sewer
	Proposed Sanitary Sewer
	Proposed Watermain
	Existing Storm Sewer
	Existing Sanitary Sewer
	Existing Watermain
	Field Observed
	Sidewalk (By Developer)
	Pavement Relief Joint (To Be Installed with Alternate Pavement Section)
	Maintain min 4.0' cover above proposed watermain at 3:1 max slope within limits of future R/W.
	Drainage Easement
	Temporary Barricade (COC Std Dwg 2190)
	Pavement Relief Joint required if Alternate Pavement Section was used on Phase 6

**NOTES:**

Storm sewer, sanitary sewer and water mains constructed in fill areas greater than 1'-0" shall be constructed after compacted fill has been installed to proposed grade. The storm sewers, sanitary sewers, and water mains shall be installed per specified trench details.

Compacted Granular Backfill Per ODOT Item 304 required within the 1:1 influence line of pavement. Compacted Type C Backfill can be used above the 1:1 influence line.

Granular backfill to be used when the watermain is within 5' of pavement or curb per SWLWCS Construction and Material Specification 305.



MARK	DATE	DESCRIPTION

D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
FOR  
**BROADMOORE COMMONS**  
PHASE 7  
PLAN & PROFILE



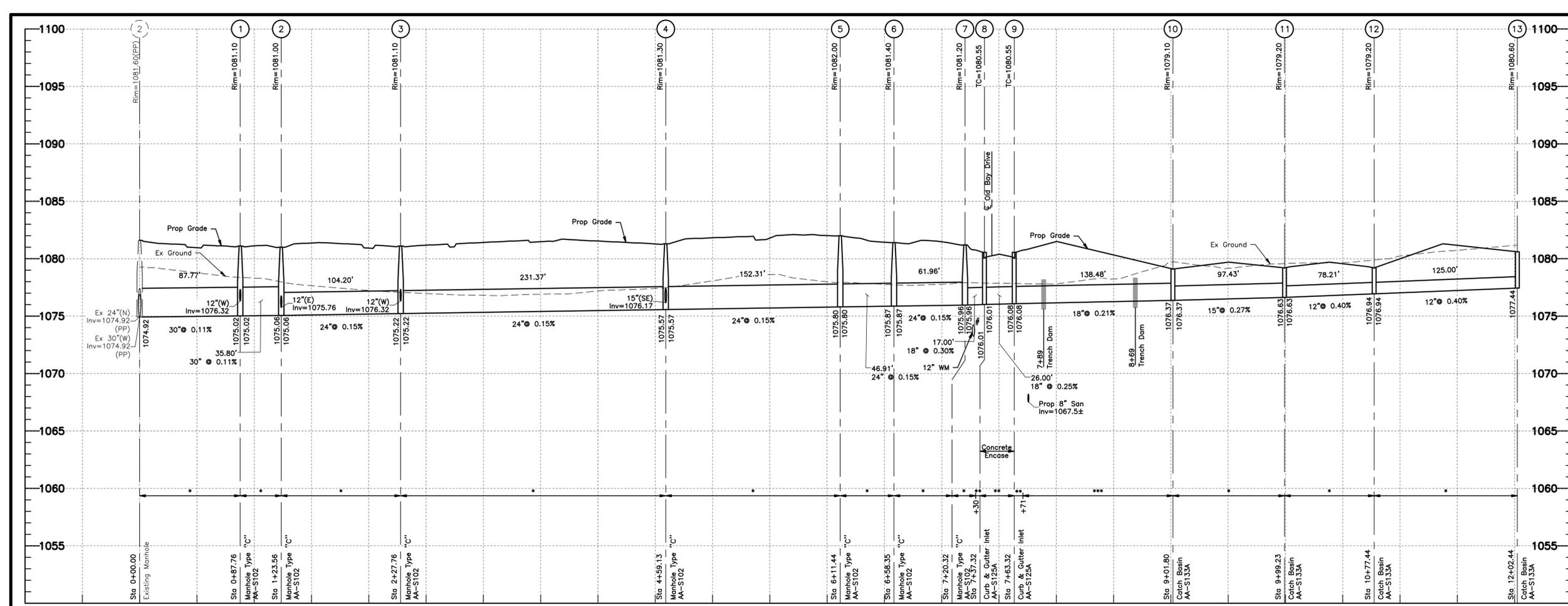
DATE  
APRIL 24, 2020

SCALE  
1" = 50'

JOB NO.  
2019-0631

SHEET  
6/13

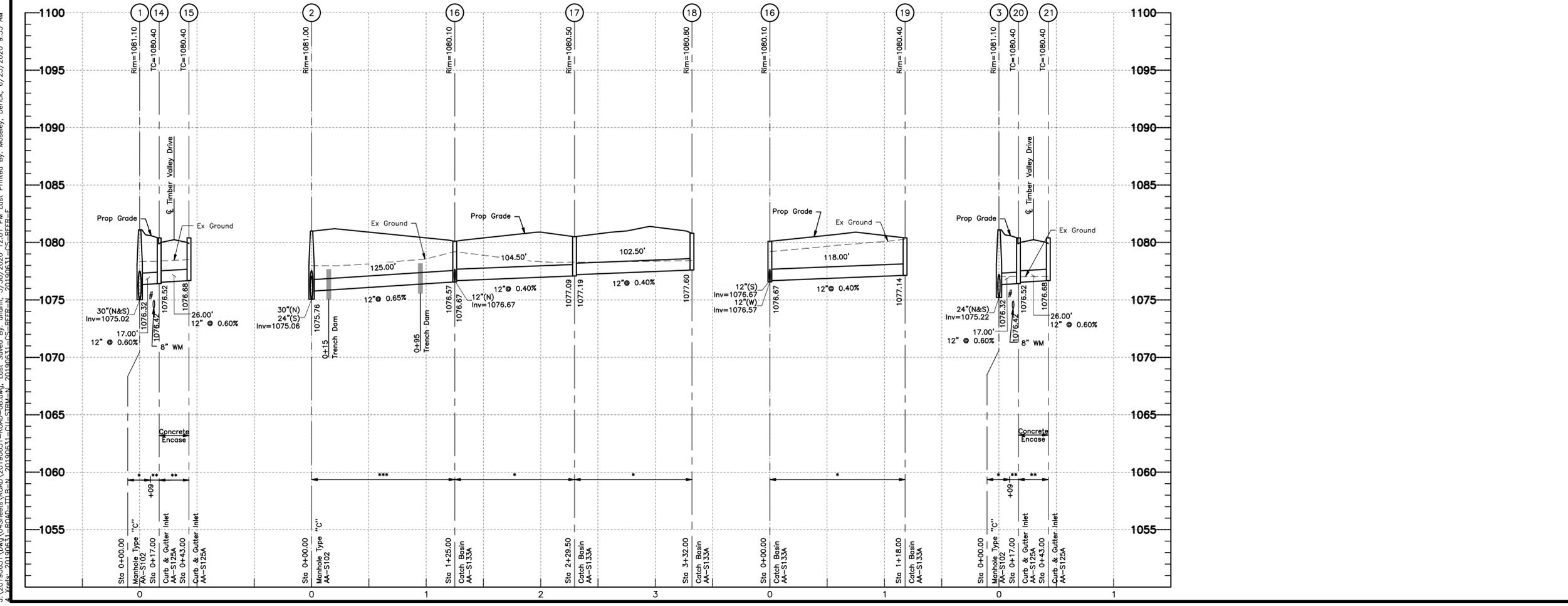




**NOTES:**

- # Maintain a minimum of 1.5' vertical and 10' horizontal clearance from utility crossings.
- \* Compacted Backfill Per Item 911.
- \*\* Compacted Granular Backfill Per Item 912.
- \*\*\* See Typical Side Yard Storm Sewer Detail, Sheet 3.
- § Contractor to verify invert and location of existing utility before construction. If there is a discrepancy between the contractor's information and the plan information shown, the contractor is to contact the engineer of record prior to the start of construction.
- PP Per Plan

Storm sewer constructed in fill areas greater than 1'-0" shall be constructed after compacted fill has been installed to proposed grade. The storm sewers, sanitary sewers, and water mains shall be installed per specified trench details.



MARK	DATE	DESCRIPTION

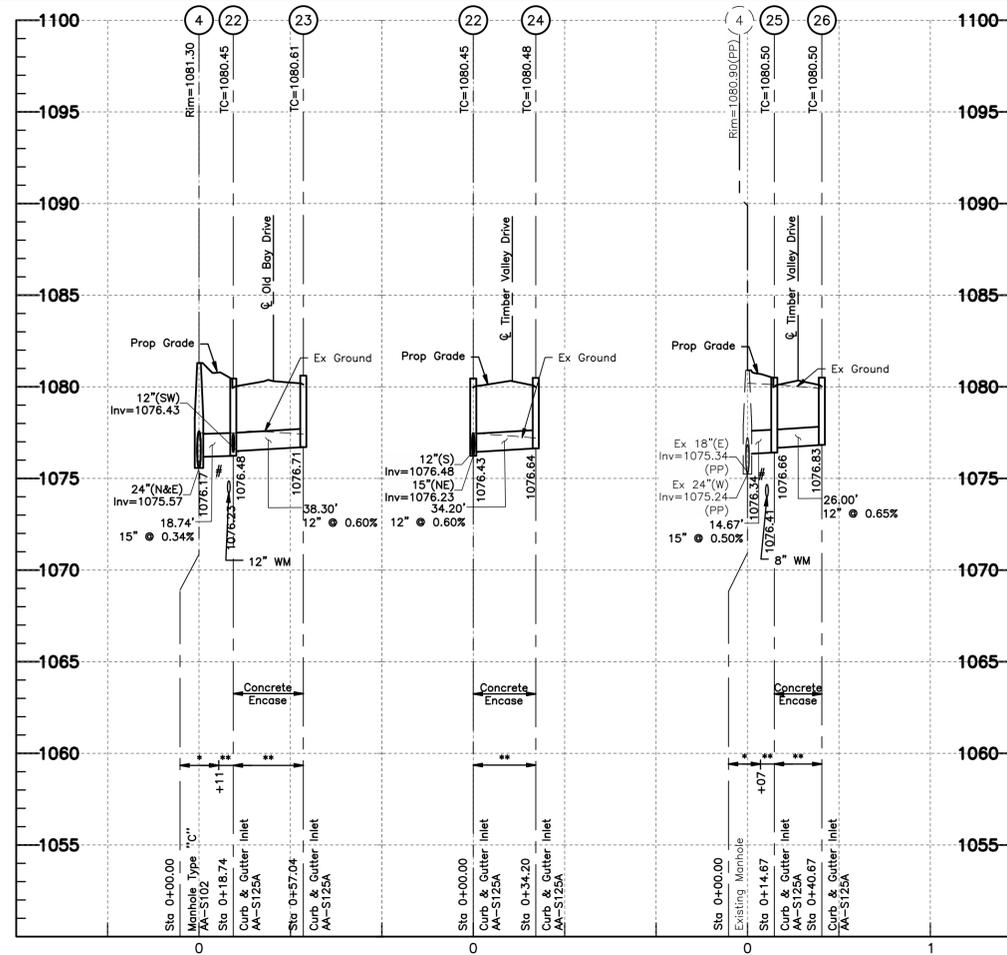
D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
FOR  
**BROADMOORE COMMONS**  
PHASE 7  
STORM SEWER PROFILES



DATE	APRIL 24, 2020
SCALE	1" = 50'
JOB NO.	2019-0631
SHEET	8/13

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**NOTES:**

- # Maintain a minimum of 1.5' vertical and 10' horizontal clearance from utility crossings.
- \* Compacted Backfill Per Item 911.
- \*\* Compacted Granular Backfill Per Item 912.
- \*\*\* See Typical Side Yard Storm Sewer Detail, Sheet 3.
- § Contractor to verify invert and location of existing utility before construction. If there is a discrepancy between the contractor's information and the plan information shown, the contractor is to contact the engineer of record prior to the start of construction.
- PP Per Plan

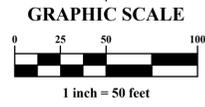
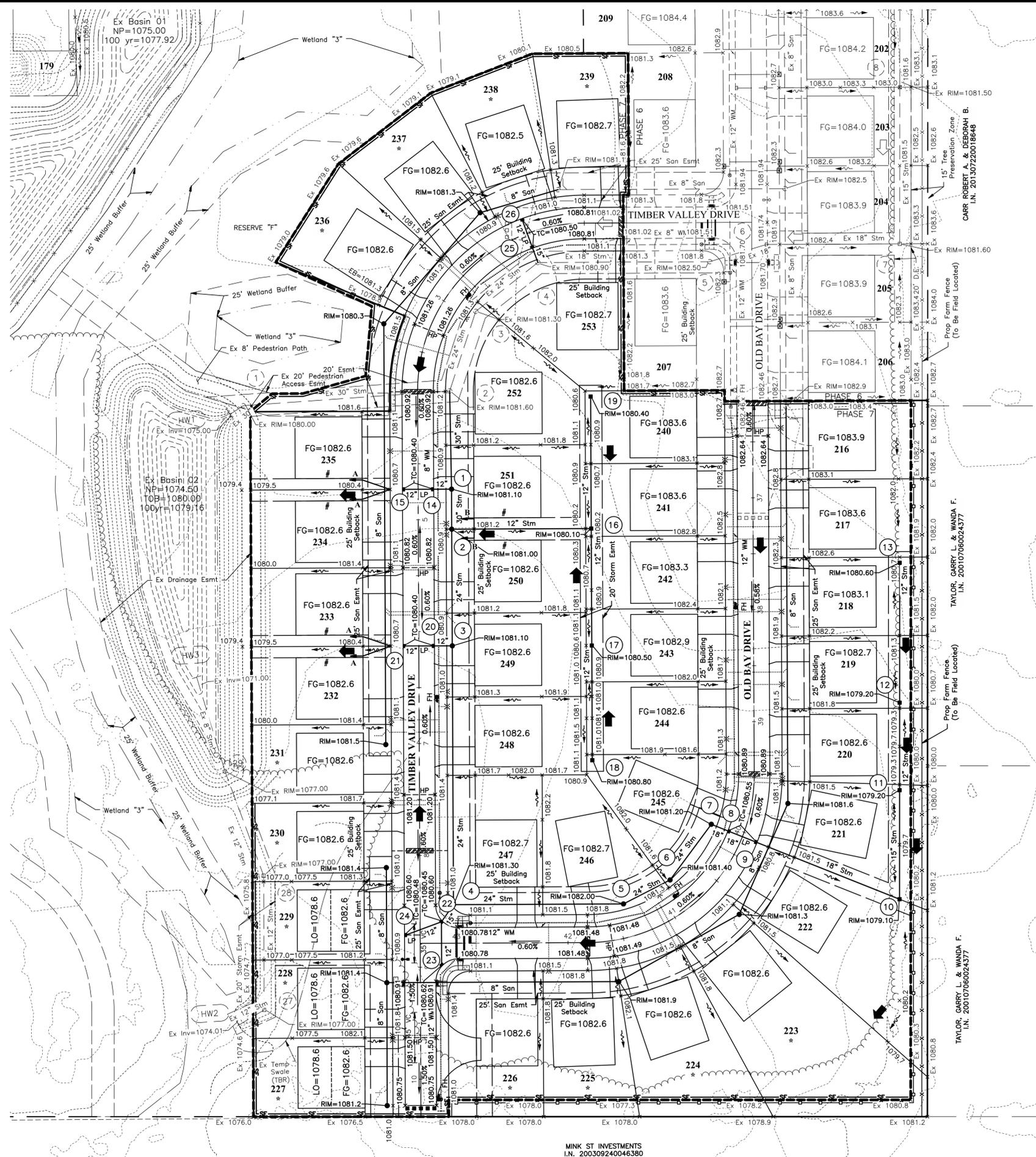
Storm sewer constructed in fill areas greater than 1'-0" shall be constructed after compacted fill has been installed to proposed grade. The storm sewers, sanitary sewers, and water mains shall be installed per specified trench details.

STRUCTURE COORDINATES				
STRUCTURE #	NORTHING - PLAN	EASTING - PLAN	NORTHING - AS BUILT	EASTING - AS BUILT
Ex 4 (PP)			722785.4384	1901477.2989
Ex 2 (PP)			722675.8807	1901391.1371
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2	722552.4644	1901385.1208		
3	722448.4455	1901378.9818		
4	722217.4782	1901365.3506		
5	722208.5049	1901517.3936		
6	722227.2223	1901560.4129		
7	722274.5140	1901600.4504		
8	722267.2413	1901615.8159		
9	722256.1179	1901639.3170		
10	722196.9881	1901764.5367		
11	722294.2181	1901770.7596		
12	722372.2699	1901775.7550		
13	722497.0162	1901783.7389		
14	722589.2039	1901370.2598		
15	722590.7357	1901344.3043		
16	722545.1000	1901509.9036		
17	722440.7815	1901503.7470		
18	722338.4595	1901497.7081		
19	722662.8950	1901516.8557		
20	722449.4471	1901362.0116		
21	722450.9789	1901336.0562		
22	722202.8641	1901353.6203		
23	722164.6285	1901351.3637		
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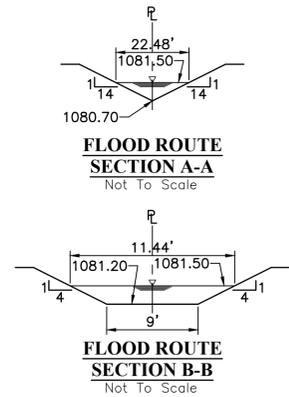
STORM SEWER TABLE			
LINE	BEARING	LENGTH	SIZE
Ex 2-1	S02°33'05"W	87.77'	30"
1-2	S03°22'39"W	35.80'	30"
2-3	S03°22'39"W	104.20'	24"
3-4	S03°22'39"W	231.37'	24"
4-5	S86°37'21"E	152.31'	24"
5-6	N66°29'11"E	46.91'	24"
6-7	N40°15'06"E	61.96'	24"
7-8	S64°40'16"E	17.00'	18"
8-9	S64°40'16"E	26.00'	18"
9-10	S64°43'23"E	138.48'	18"
10-11	N03°39'43"E	97.43'	15"
11-12	N03°39'43"E	78.21'	12"
12-13	N03°39'43"E	125.00'	12"
1-14	N86°37'21"W	17.00'	12"
14-15	N86°37'21"W	26.00'	12"
2-16	S86°37'21"E	125.00'	12"
16-17	S03°22'39"W	104.50'	12"
17-18	S03°22'39"W	102.50'	12"
16-19	N03°22'39"E	118.00'	12"
3-20	N86°37'21"W	17.00'	12"
20-21	N86°37'21"W	26.00'	12"
4-22	S38°45'11"W	18.74'	15"
22-23	S03°22'39"W	38.30'	12"
22-24	S73°27'26"W	34.20'	12"
Ex 4-25	N16°33'25"W	14.67'	15"

REVISIONS	
MARK	DATE
DESCRIPTION	
<b>D.R.Horton - Indiana LLC</b> d.b.a. Westport Homes	
CITY OF PATASKALA, LICKING COUNTY, OHIO <b>STREET, STORM SEWER, WATERLINE IMPROVEMENTS</b> FOR <b>BROADMOORE COMMONS</b> <b>PHASE 7</b> <b>STORM SEWER PROFILES</b>	
 <small>           Evans, McWhorter, Henderson &amp; Truss, Inc.            5300 New Albany Road, Columbus, OH 43254            Phone: 614.775.6500 Fax: 614.775.3548            emht.com         </small>	
DATE	
APRIL 24, 2020	
SCALE	
1" = 50'	
JOB NO.	
2019-0631	
SHEET	
9/13	

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LEGEND	
XXX.Xx	Proposed Grade
Ex XXX.XX	Existing Grade
---921---	Existing Minor Contours
---920---	Existing Major Contours
---901---	Proposed Minor Contours
---905---	Proposed Major Contours
[Pattern]	Sidewalk (By Developer)
[Pattern]	8' Pedestrian Path (See Detail Sheet 3)
[Arrow]	Flow Arrow
[Arrow]	Existing Flood Routing Arrow
[Arrow]	Flood Routing Arrow
FG	Finished Grade
LG	Lip of Garage
GB	Grade Break
HP	High Point
LP	Low Point
All roadway elevations are top of curb unless otherwise noted:	
TC	Top of Casting
D.E.	Drainage Easement
#	No Basement windows on this side
*	Roof Drains to be routed to Curb



MARK	DATE	DESCRIPTION

D.R.Horton - Indiana LLC  
 d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
 STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
 FOR  
**BROADMOORE COMMONS**  
 PHASE 7  
 MASTER GRADING PLAN

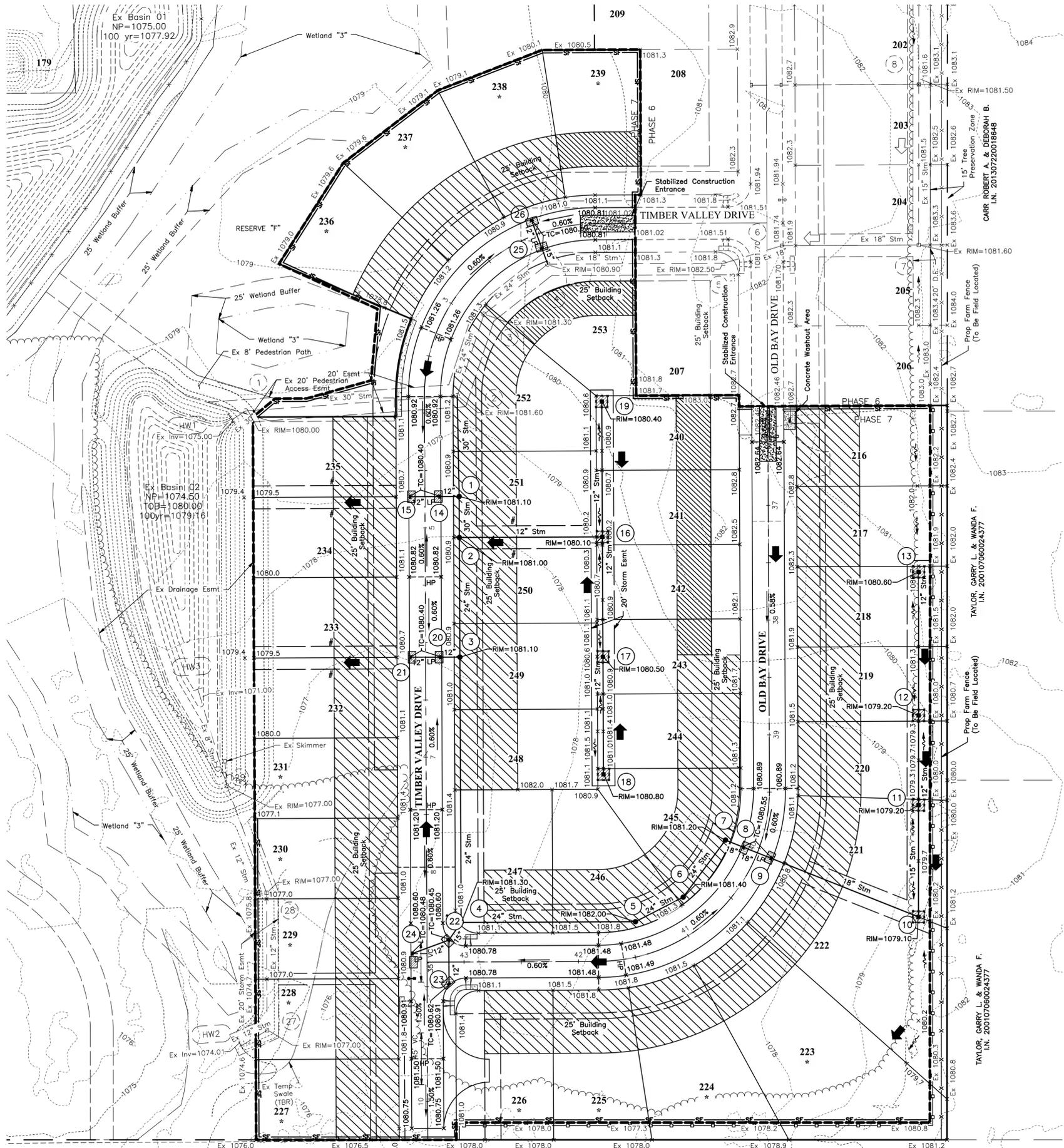


DATE	APRIL 24, 2020
SCALE	1" = 50'
JOB NO.	2019-0631
SHEET	10/13

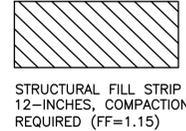
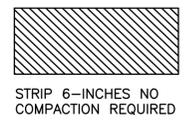
MINK ST INVESTMENTS  
 I.N. 200309240046380

TAYLOR, GARRY L. & WANDA F.  
 I.N. 200107060024377

TAYLOR, GARRY L. & WANDA F.  
 I.N. 200107060024377



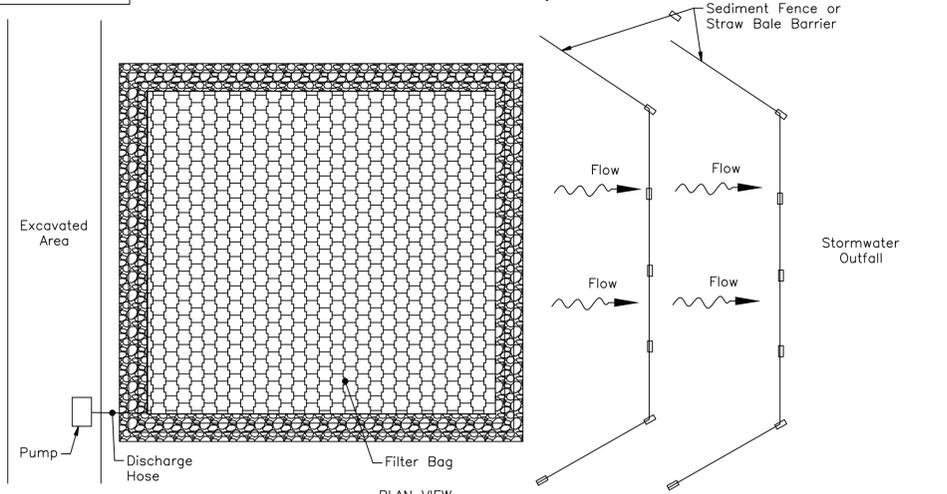
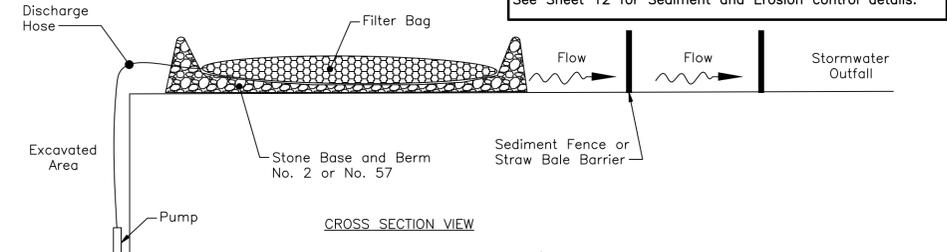
**PREGRADE NOTES**  
 STRIP RIGHT OF WAY  
 12-INCHES, COMPACTION  
 REQUIRED (FF=1.15)



SITE DATA	
Total Site Area:	10.5± Acres
Total Disturbed Area:	10.3± Acres
Soil Types:	Be & Pe
Drainage Outlet:	Unnamed Tributary to Blacklick Creek
Owner/Site Contact:	Terry Andrews D.R.Horton - Indiana LLC d.b.a. Westport Homes 507 Executive Campus Drive Westerville, Ohio 43082 Tel: (614) 891-8545 Fax: (614) 891-8645
Engineer:	Kyle J Shreves, PE EMHT, Inc. 5500 New Albany Road Columbus, Ohio 43054 Tel: (614) 775-4443

LEGEND	
	Flood Routing Arrow
	Flow Arrow
	Proposed Grade
	Existing Grade
	Existing Contours
	Proposed Contours
	Limits of Disturbance
	Tree Protection Fence
	Sediment Fence. Sediment Should be at Edge of Disturbance. Do Not Remove Trees to Facilitate Drainage. Actual Placement Should be Determined by Construction Manager in the Field. (See Detail Sheet 12)
	Concrete Washout Area (See Detail, Sheet 12)
	Silt Fence Inlet Protection (See Detail, Sheet 12)
	Curb Inlet Sediment Protection (See Detail, Sheet 12)
	Roof drains to be routed to Curb.

**NOTES:**  
 Sediment fence shall be installed at the proposed limits  
 of disturbance as shown.  
 Contractor to field verify location of Construction Entrance  
 and Concrete Washout Area.  
 This plan must be posted on-site. A copy of the SWPPP  
 plan and the approved EPA Stormwater Permit (with the  
 site-specific NOI number) shall be kept on-site at all  
 times.  
 See Sheet 12 for Sediment and Erosion control details.



**Installation:**  
 1. The Contractor shall pump muddy water encountered within the excavated areas into a filter fabric bag. The bag shall be placed within a level undisturbed area as far away from the stormwater outfall as possible. The bag shall be placed on top of an aggregate pad. Additionally, a perimeter aggregate berm shall be constructed around the bag. Perimeter controls such as straw bale barriers or sediment fence shall be utilized along the downstream side of the bag. The perimeter controls shall be installed to ensure that the water flowing out of the bag does not flow around the ends of the controls. Upon completion, the bag shall be removed to an area away from the stormwater outfall and opened. The accumulated sediment shall be spread out to allow to dry and stabilized with vegetation. Filterbag shall be JMD Enviro-Protection Filter Bag, bag to be sized for pumping rate.

**Maintenance:**  
 1. The filter bag shall be replaced when the bag is half filled with sediment.  
 2. The Contractor shall contact the project Engineer for consultative services if dewatering activities overwhelm the filter bag and perimeter controls.

**DEWATERING FILTER BAG**  
 Scale: Not to Scale

MARK	DATE	DESCRIPTION

**D.R.Horton - Indiana LLC**  
 d.b.a. Westport Homes

**CITY OF PATASKALA, LICKING COUNTY, OHIO**  
**STREET, STORM SEWER, WATERLINE IMPROVEMENTS**  
**FOR**  
**BROADMOORE COMMONS**  
**PHASE 7**  
**EROSION & SEDIMENT CONTROL PLAN**



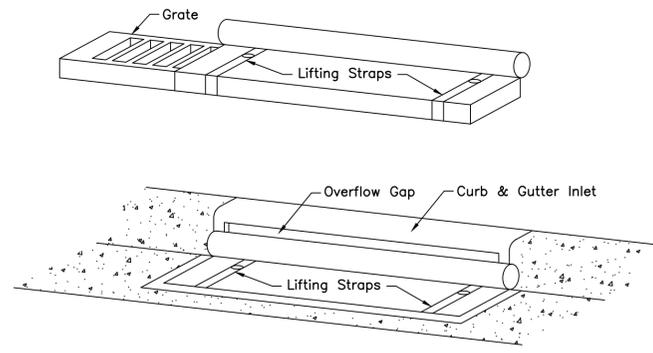
**DATE**  
 APRIL 24, 2020

**SCALE**  
 1" = 50'

**JOB NO.**  
 2019-0631

**SHEET**  
 11/13

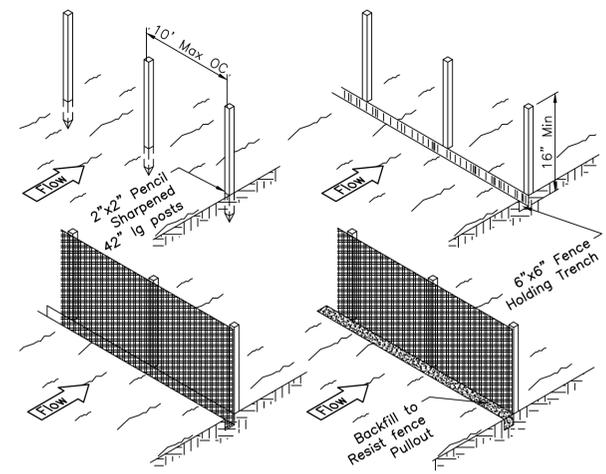
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**Installation:**  
Stand grate on end. Slide the Curb Bag over top of the grate. Pull all excess down. Lay unit on its side. Carefully tuck flap in. Press Velcro strips together. Install the unit making sure front edge of grate is inserted in frame first then lower back into place. Press Velcro dots together which are located under lifting straps. This insures straps remain flush with gutter.

**Maintenance:**  
With a stiff bristle broom sweep silt and other debris off surface after each event.

To be used on Structures: 8, 9, 14, 15, 20-26  
**CURB INLET SEDIMENT PROTECTION**  
Scale: Not to Scale

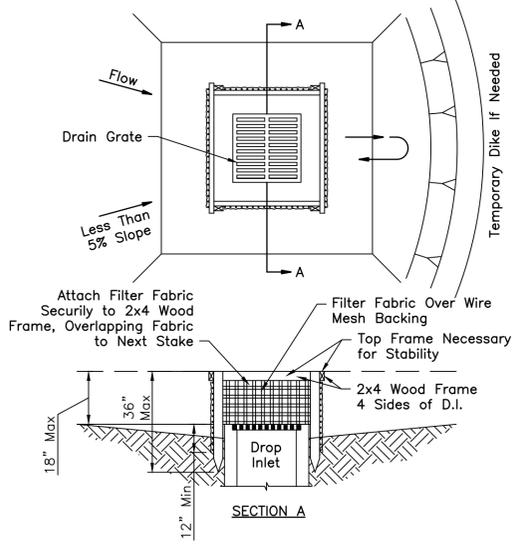


- Material Properties:**
- The height of a silt fence shall not exceed 36-inches (higher fences may impound volumes of water sufficient to cause failure of the structure).
  - The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum of a 6 inch overlap, and securely sealed.
  - Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 16-inches). Wood posts will be a minimum of 42" long.
  - A trench shall be excavated approximately 6-inches wide and 6 inches deep along the line of posts and upslope from the barrier.
  - The standard strength filter fabric shall be stapled or wired to the fence, and 8-inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36-inches above the original ground surface.
  - Filter fabric shall not be stapled to existing trees.
  - The trench shall be backfilled and soil compacted over the filter fabric.
  - Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.
  - Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
  - To prevent water ponded by the silt fence from flowing around the ends, each end shall be constructed upslope so that the ends are at a higher elevation.

- Maintenance:**
- Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.
  - Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
  - Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

**SEDIMENT FENCE**  
Not to Scale

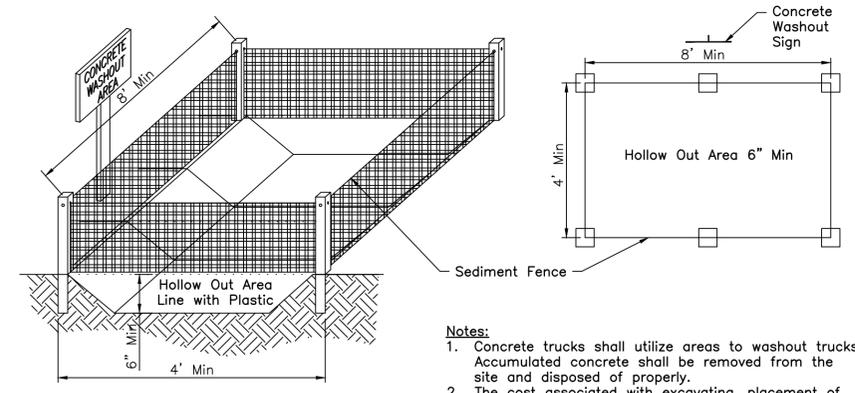
**NOTES:**  
The use of straw wattles has proven to be a versatile and effective ESC BMP, especially in residential settings. Straw wattles may be substituted for silt fence in linear installation.  
The use of compost filter socks and compost blankets are gaining wider acceptance nationwide.  
For minimum criteria for the Silt Fence Fabric, reference ODOT 712.09, Type C.



- Notes:**
- Drop inlet sediment barriers are to be used for small, nearly level drainage areas (less than 5%).
  - Use 2"x4" wood or equivalent metal stakes, 3' minimum length.
  - Install 2"x4" wood top frame to insure stability.
  - The top of the frame (ponding height) must be well below the ground elevation downslope to prevent runoff from by-passing the inlet. A temporary dike may be necessary on the downslope side of the structure.
  - Filter fabric material shall have an equivalent opening size 20-40 sieve and be resistant to sunlight.

- Maintenance:**
- Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.
  - Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
  - Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

To be used on Structures: 10-13, 16-19  
**FILTER FABRIC INLET PROTECTION**  
Not to Scale



- Notes:**
- Concrete trucks shall utilize areas to washout trucks. Accumulated concrete shall be removed from the site and disposed of properly.
  - The cost associated with excavating, placement of fence, maintaining and removing the concrete washout area shall be included in the price bid for Item 207 - Concrete Washout Area for the project. A quantity of 1 Each has been carried to the General Summary.
  - As an alternative, contractor shall use a roll off box with liner.

**CONCRETE WASHOUT AREA**  
SCALE: Not to Scale

MARK	DATE	DESCRIPTION

D.R.Horton - Indiana LLC  
d.b.a. Westport Homes

CITY OF PATASKALA, LICKING COUNTY, OHIO  
STREET, STORM SEWER, WATERLINE IMPROVEMENTS  
FOR  
**BROADMOORE COMMONS**  
PHASE 7  
EROSION & SEDIMENT CONTROL DETAILS



DATE  
APRIL 24, 2020

SCALE  
1" = 50'

JOB NO.  
2019-0631

SHEET  
12/13

I:\2019\0631\Drawings\AS\Road\ROAD\20190631-ROAD-12.dwg, Last Saved: 4/2/2020 12:28 PM, Last Printed By: Moseley, Derrick, 6/23/2020 9:55 AM



DESCRIPTION APPROVED  
WILLIAM C LOZIER  
LICKING COUNTY ENGINEER  
APPROVED BY  
11/8/13 SW



2013010900000827  
P95 : 5 \$52.00 T20130006743  
01/09/2013 2:45PM BKALLINRNCB BO  
Bryan A. Long  
Licking County, Recorder



0115PA00600000020100

TRANSFERRED

Date

January 9, 2013  
M. H. O. T. B. E.

Licking County Auditor

SEC:319 282 COMPLIED WITH  
MICHAEL L. SMITH, AUDITOR  
BY B. E. \$1200.00

GENERAL WARRANTY DEED

ALLIANCE TITLE BOX

12480866

DOMINION HOMES, INC. an Ohio corporation ("Grantor"), for valuable consideration paid, hereby grants, with general warranty covenants, to SIEKMANN, LLC, an Ohio limited liability company, with a tax-mailing address of 9000 Memorial Drive, Plain City, Ohio 43064 ("Grantee"), the following real property:

Being the real property more particularly described on Exhibit "A" attached hereto and made a part hereof.

Tax Parcel Number: 063-140790-00.001

SUBJECT TO all easements, reservations, restrictions, conditions and covenants of record, all zoning ordinances, all legal highways, and all taxes and assessments not yet due and payable.

Prior Instrument Reference: Instrument No. 200401090000963, Recorder's Office, Licking County, Ohio.

EXECUTED by Grantor this 26<sup>th</sup> day of December, 2012.

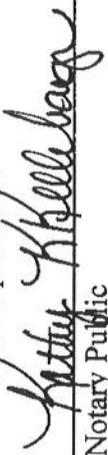
DOMINION HOMES, INC.,  
an Ohio corporation

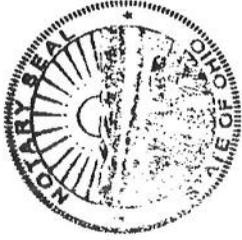
By: 

Matthew J. Callahan,  
Vice President of Land Development

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, this 28<sup>th</sup> day of December 2012, by Matthew J. Callahan, the Vice President of Land Development of Dominion Homes, Inc., an Ohio corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public



KATHY K. KELLENBARGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 19, 2014

This Instrument Prepared By:

Steven G. Gentry, Esq.  
220 W. Bridge Street  
Dublin, Ohio 43017  
(614) 799-1040

Exhibit "A"

108.787 ACRES

Situated in the State of Ohio, County of Licking, City of Pataskala, located in Lots 13, 14 and 15, Quarter Township 3, Township 1, Range 15, United States Military Lands and being all out of that tract as conveyed to Pataskala Investment Co., Ltd., et al, by deeds of record in Official Record 746, Page 835, and Official Record 746, Page 837, all references being to records of the Recorder's Office, Licking County, Ohio and being described as follows:

Beginning at a mag nail set in the centerline of East Broad Street (State Route 16) in the westerly line of said Lot 13, being the northeasterly corner of that 33.645 acre tract as conveyed to C. Kelly and Donna Starr by deed of record in Official Record 440, Page 64;

thence North 78° 30' 45" East, with the centerline of said East Broad Street, a distance of 719.40 feet to a mag nail set at the northwesterly corner of that 1.079 acre tract as conveyed to Monts Hollingsworth by deed of record in Official Record 343, Page 699;

thence South 08° 29' 15" East, with the westerly line of said 1.079 acre tract, (passing an iron pin found at 35.05 feet), a distance of 60.08 feet to an iron pin set;

thence crossing said Pataskala Investment tract, the following courses;

South 78° 30' 45" West, a distance of 46.86 feet to an iron pin set at a point of curvature of a curve to the left;

Southwesterly, with the arc of said curve (Delta = 90° 00' 00", Radius = 20.00 feet) a chord bearing and distance of South 33° 30' 45" West, 28.28 feet to an iron pin set at a point of tangency;

South 11° 29' 15" East, a distance of 149.32 feet to an iron pin set at a point of curvature of a curve to the right; and

Southeasterly; with the arc of said curve (Delta = 08° 04' 46", Radius = 1040.00 feet) a chord bearing and distance of South 07° 26' 52" East, 146.53 feet to an iron pin set;

thence North 78° 30' 45" East, continuing across said Pataskala Investment tract and with the southerly line of said 1.079 acre tract, a distance of 364.05 feet to an iron pin set in the westerly line of that 1 acre tract as conveyed to Lester K. Jr. and Shirley A. Snook by deed of record in Official Record 863, Page 336;

thence South 03° 40' 15" West, with the westerly line of said 1 acre tract and the westerly line of that 20.00 acre tract as conveyed to Lester K. Snook Jr. and Laura M. Johnson by deed of record in Instrument Number 199807150026803, a distance of 1050.31 feet to an iron pin found in the southerly line of said Lot 13, being the northerly line of said Lot 14, said iron pin being the southwesterly corner of said 20.00 acre tract;

108.787 ACRES

- 2 -

thence South  $86^{\circ} 32' 50''$  East, with the southerly line of said 20.00 acre tract and being a portion of the southerly line of that subdivision entitled "Daley Acres No. 2" of record in Plat Volume 13, Page 28, being the common line of Lots 13 and 14, a distance of 682.46 feet to an iron pin found at the northwesterly corner of that 43.97 acre tract as conveyed to Mildred Gieseck by deed of record in Official Record 937, Page 754;

thence South  $03^{\circ} 02' 50''$  West, with the westerly line of said 43.97 acre tract, a distance of 1022.57 feet to an iron pin set at a northwesterly corner of said 43.97 acre tract;

thence North  $86^{\circ} 05' 00''$  West, with a northerly line of said 43.97 acre tract, a distance of 315.66 feet to an iron pin found at a northwesterly corner of said 43.97 acre tract;

thence South  $03^{\circ} 47' 10''$  West, with the westerly line of said 43.97 acre tract and with the westerly line of Parcel 1 and Parcel 2 as conveyed to Gary L. and Wanda F. Taylor by deed of record in Instrument Number 200107060024377, a distance of 1339.59 feet to a stone found in the northerly line of that 100.00 acre tract as conveyed to Metropolitan Corporation by deed of record in Official Record 73, Page 865, said stone being the southwesterly corner of said Parcel 2;

thence North  $86^{\circ} 14' 00''$  West, with the northerly line of said 100.00 acre tract, a distance of 1438.37 feet to an iron pin set in the westerly line of Lot 15, being the easterly line of Lot 18, and being the easterly line of that 116.222 acre tract as conveyed to Maronda Homes, Inc. of Ohio by deed of record in Instrument Number 200204240015642, said iron pin being the northwesterly corner of said 100.00 acre tract;

thence North  $04^{\circ} 08' 00''$  East, with the easterly line of said 116.222 acre tract, being said common lot line, a distance of 641.76 feet to an iron pin found at the intersection of Lots 14, 15, 18 and 19, being the northeasterly corner of said 116.222 acre tract, and being the southeasterly corner of said 33.645 acre tract;

thence North  $3^{\circ} 30' 06''$  East, with the common line between Lots 14 and 19, and the common line between Lots 13 and 20, being the easterly line of said 33.645 acre tract, a distance of 2475.73 feet to an iron pin set;

thence crossing said Pataskala Investment tract, the following courses;

North  $78^{\circ} 30' 45''$  East, a distance of 658.74 feet to an iron pin set on the arc of a curve to the left;

Northwesterly, with the arc of said curve (Delta =  $08^{\circ} 45' 28''$ , Radius = 960.00 feet) a chord bearing and distance of North  $07^{\circ} 06' 31''$  West, 146.60 feet to an iron pin set at a point of tangency;

North  $11^{\circ} 29' 15''$  West, a distance of 149.32 feet to an iron pin set at a point of curvature of a curve to the left;

108.787 ACRES

- 3 -

Northwesterly, with the arc of said curve (Delta =  $90^{\circ} 00' 00''$ , Radius = 20.00 feet) a chord bearing and distance of North  $56^{\circ} 29' 15''$  West, 28.28 feet to an iron pin set at a point of tangency; and

South  $78^{\circ} 30' 45''$  West, a distance of 565.46 feet to an iron pin set in the easterly line of said 33.645 acre tract, being the common line of said Lots 13 and 20;

thence North  $03^{\circ} 30' 06''$  East, with the easterly line of said 33.645 acre tract, being said common lot line, a distance of 62.11 feet to the True Point of Beginning, and containing 108.787 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings are based on the same meridian as the centerline of State Route 16 as shown on the Centerline Survey Location Plan LIC-16-0.00-3.60, having a bearing of North  $78^{\circ} 30' 45''$  East, of record in Plat, Book 5, Page 145, Recorder's Office, Licking County, Ohio.

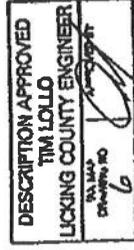


EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Clark E. White 11/26/03*

Clark E. White  
Registered Surveyor No. 7888

CEW:cew/faw/y03



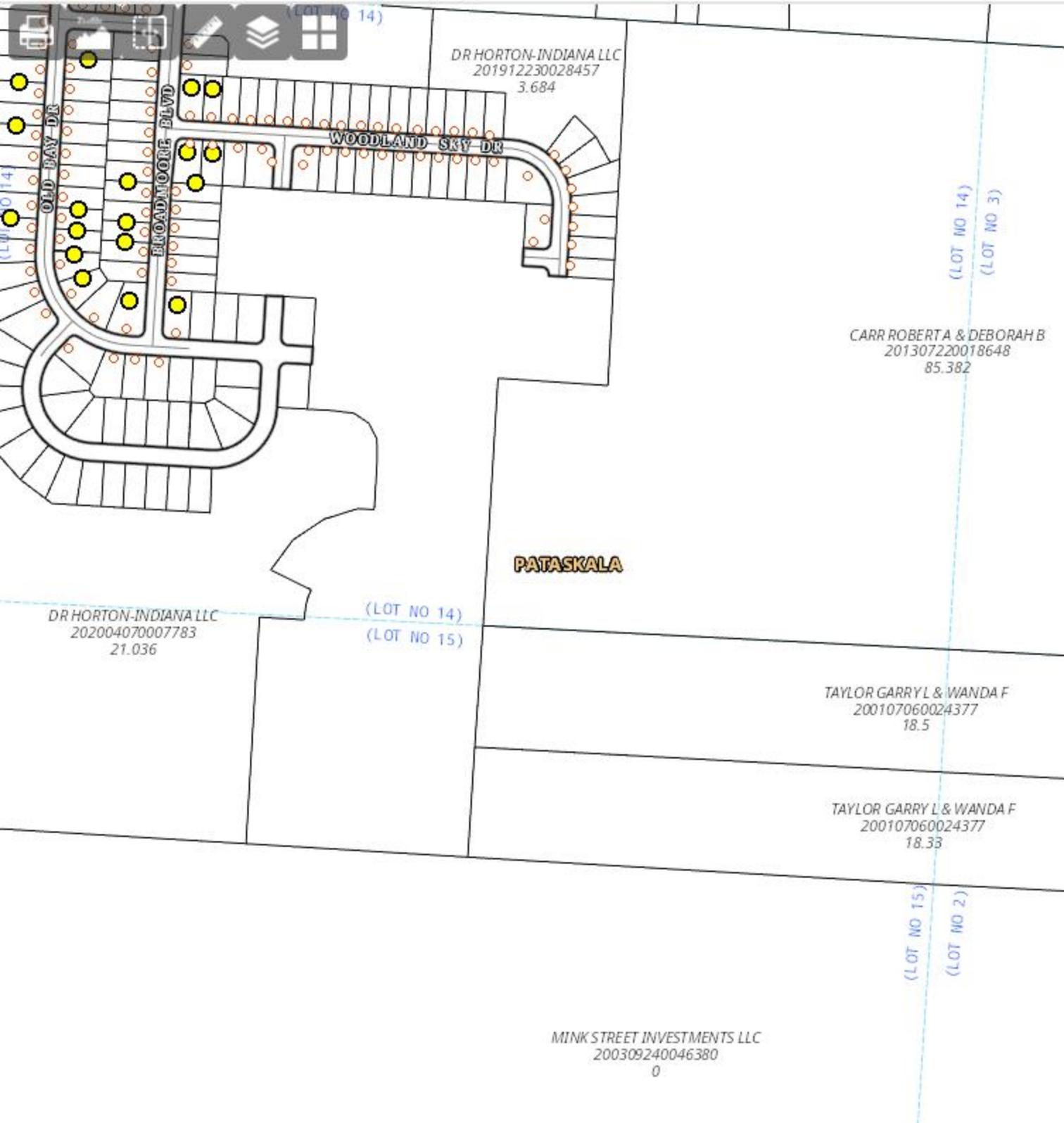
## Adjacent Property Owners (within 200 feet)

DR Horton-Indiana LLC  
9210 N. Meridian Street  
Indianapolis, Indiana 46260  
Parcel # 063-140790-00.180

Robert A and Deborah B Carr  
Mink Street  
Pataskala, Ohio 43062  
Parcel #063-140706-00.000

Garry L and Wanda F Taylor  
7438 Mink Street  
Pataskala, Ohio 43062  
Parcel #063-140712-00.000  
Parcel #063-140718-00.000

Mink Street Investments LLC  
7594 Mink Street  
Pataskala, Ohio 43062  
Parcel #063-140148-00.000



DR HORTON-INDIANA LLC  
201912230028457  
3.684

WOODLAND SKY DR

OLD BAY DR

BROADMOORE BLVD

(LOT NO 14)  
(LOT NO 3)

CARR ROBERTA & DEBORAH B  
201307220018648  
85.382

**PATASKALA**

DR HORTON-INDIANA LLC  
202004070007783  
21.036

(LOT NO 14)  
(LOT NO 15)

TAYLOR GARRYL & WANDA F  
200107060024377  
18.5

TAYLOR GARRYL & WANDA F  
200107060024377  
18.33

(LOT NO 15)  
(LOT NO 2)

MINK STREET INVESTMENTS LLC  
200309240046380  
0