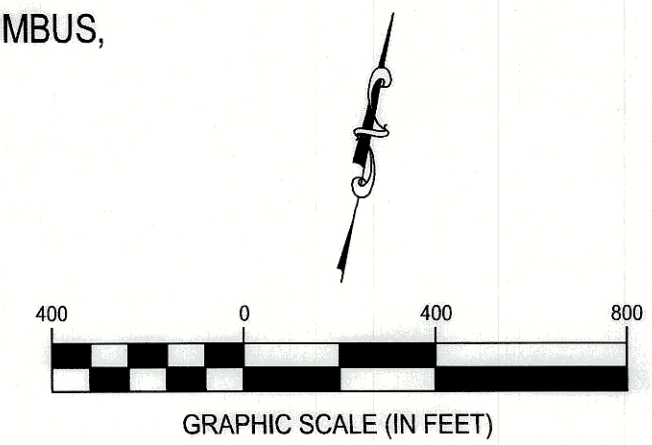


BUCKEYE YARD PHASE 1

PLAT

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS, VIRGINIA MILITARY SURVEY NO. 287 AND 5239



NOTE "A": THE 279.196 ACRE TRACT OF LAND SHOWN HEREIN IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAP OF THE COUNTY OF FRANKLIN, OHIO COMMUNITY PANELS 39049C0144K AND 39049C0282K, DATED JUNE 17, 2008.

NOTE "B": NO DETERMINATION HAS BEEN MADE BY THE DEPARTMENT OF BUILDING & ZONING SERVICES, CITY OF COLUMBUS, AS TO WHETHER THE AREA PROPOSED TO BE PLATTED CONTAINS AREA(S) THAT COULD BE CLASSIFIED AS WETLANDS BY THE ARMY CORP. OF ENGINEERS. IT IS THE DEVELOPER'S RESPONSIBILITY TO DETERMINE WHETHER WETLANDS EXIST ON THE SITE. CITY OF COLUMBUS APPROVAL OF THE FINAL PLAT OF "BUCKEYE YARD PHASE 1" DOES NOT IMPLY ANY APPROVAL FOR THE DEVELOPMENT OF THE SITE AS IT MAY PERTAIN TO WETLANDS.

NOTE "C": ACREAGE BREAKDOWN:

TOTAL ACREAGE 279.196 ACRES
ACREAGE IN R/W 0.221 ACRES
ACREAGE IN REMAINING LOTS 278.975 ACRES

BUCKEYE YARD PHASE 1 IS OUT OF THE FOLLOWING FRANKLIN COUNTY PARCEL NUMBERS:

560-184817: 5.081 ACRES
560-302753: 274.115 ACRES

NOTE "D": AT THE TIME OF PLATTING ELECTRIC, CABLE AND TELEPHONE SERVICE PROVIDERS HAVE NOT ISSUED INFORMATION REQUIRED SO THAT EASEMENT AREAS, IN ADDITION TO THOSE SHOWN ON THIS PLAT AS DEEMED NECESSARY BY THESE PROVIDERS FOR THE INSTALLATION AND MAINTENANCE OF ALL OF THEIR MAIN LINE FACILITIES, COULD CONVENIENTLY BE SHOWN ON THIS PLAT. EXISTING RECORDED EASEMENT INFORMATION ABOUT "BUCKEYE YARD PHASE 1" OR ANY PART THEREOF CAN BE ACQUIRED BY A COMPETENT EXAMINATION OF THE THEN CURRENT PUBLIC RECORDS, INCLUDING THOSE IN THE FRANKLIN COUNTY RECORDER'S OFFICE.

NOTE "E": AGRICULTURAL RECOUPMENT: GRANTOR BEING THE DULY AUTHORIZED REPRESENTATIVE OF THE DEVELOPER DEDICATING THE PROPERTY DESCRIBED IN THIS PLAT, HEREBY AGREES THAT GRANTOR WILL INDEMNIFY THE CITY OF COLUMBUS FOR AND HOLD IT HARMLESS FROM ANY AGRICULTURAL RECOUPMENTS ASSESSED OR LEVIED IN THE FUTURE AGAINST THE PROPERTY DEDICATED HEREIN WHICH RESULT FROM GRANTOR'S CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE.

NOTE "F": AT THE TIME OF PLATTING, THE LAND INDICATED HEREON IS SUBJECT TO REQUIREMENTS OF THE CITY OF COLUMBUS ZONING CASE NUMBERS Z83-102 PASSED ON AUGUST 8, 1984 AND Z79-057 PASSED ON JULY 23, 1980. THIS ORDINANCE AND AMENDMENTS THERETO PASSED SUBSEQUENT TO ACCEPTANCE OF THIS PLAT, SHOULD BE REVIEWED TO DETERMINE THE THEN CURRENT, APPLICABLE USE AND DEVELOPMENT LIMITATIONS OR REQUIREMENTS. THIS NOTICE IS SOLELY FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF THE EXISTENCE, AT THE TIME OF PLATTING, OF ZONING REGULATIONS APPLICABLE TO THIS PROPERTY. THIS NOTICE SHALL NOT BE INTERPRETED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, COVENANTS RUNNING WITH THE LAND OR TITLE ENCUMBRANCES OF ANY NATURE, AND IS FOR INFORMATIONAL PURPOSES ONLY.

NOTE "G": TREE PROTECTION: PUBLIC TREES WILL BE PROTECTED AGAINST INJURY OR DAMAGE TO BRANCHES, TRUNKS OR ROOTS FROM CONSTRUCTION AND EXCAVATION. CONTACT CITY OF COLUMBUS FORESTRY SECTION @ 614-645-6640.

NOTE "H": THE AREAS DESIGNATED AS SCPZ EASEMENTS ARE EXCLUSIVE EASEMENTS AND HEREBY GRANTED TO THE CITY OF COLUMBUS, OHIO FOR THE PURPOSES OF PROVIDING, BUT WITHOUT ANY OBLIGATION, ALL SCP PURPOSES, INCLUDING BUT NOT LIMITED TO STORMWATER STORAGE AND DRAINAGE, EROSION PROTECTION, FLOOD STORAGE, WATER QUALITY PROTECTION (I.E. STREAM CORRIDOR PROTECTION ZONE), AND PRESERVATION AS OPEN, NATURAL GREEN SPACE OR WOODLAND, INCLUDING REASONABLE ACCESS THERETO. THE OWNER IS PROHIBITED FROM ANY ACTIVITY OR USE IN THE SCPZ EASEMENT AREA THAT WOULD, AS A NATURAL CONSEQUENCE OF THAT ACTIVITY OR USE, INTERFERE WITH THE INTENDED SCENIC, EROSION CONTROL, AND SCP OBJECTIVES. FURTHERMORE, OWNER, EXCEPT AS SPECIFICALLY PROVIDED IN THIS EASEMENT OR WITH THE DEPARTMENT OF PUBLIC UTILITIES, WRITTEN APPROVAL, IS STRICTLY PROHIBITED FROM CAUSING OR ALLOWING ANY OF THE FOLLOWING ACTIVITIES AND/OR FACILITIES TO OCCUR/BE PLACED IN THE EASEMENT AREA (COLLECTIVELY, "ENCROACHMENTS"):

PROHIBITED FACILITIES:

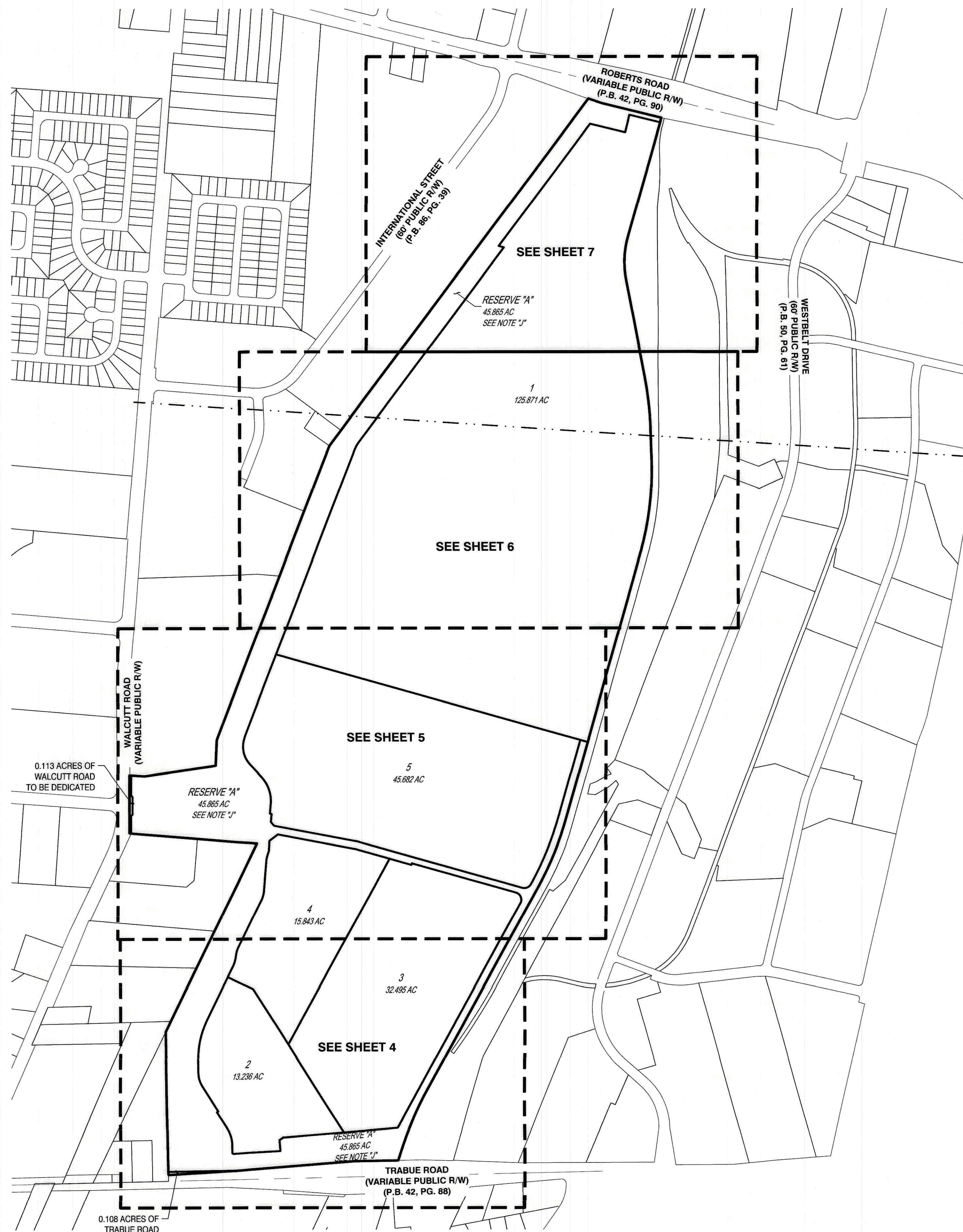
- 1. BUILDINGS/STRUCTURES (EXCEPT BRIDGES);
2. SWIMMING POOLS;
3. SIGNS;
4. BILLBOARDS;
5. FENCES;
6. PARKING LOTS;
7. ELECTRIC LINES THAT RUN PARALLEL TO THE STREAM (WITH THE EXCEPTION OF TRANSMISSION LINES);
8. UTILITY LINES OR PIPES THAT RUN PARALLEL TO THE STREAM (EXCEPT FOR NECESSARY PUBLIC SANITARY, WATER, STORMWATER [SEE BELOW] AND PUBLIC UTILITY TRANSMISSION LINES AS APPROVED BY THE CITY);
9. TELECOMMUNICATIONS LINES THAT RUN PARALLEL TO THE STREAM (WITH THE EXCEPTION OF TRANSMISSION LINES);
10. CABLE TV LINES THAT RUN PARALLEL TO THE STREAM; AND
11. OTHER IMPROVEMENTS DEEMED UNACCEPTABLE TO THE CITY INCLUDING, BUT NOT LIMITED TO, TEMPORARY OR PERMANENT STORAGE OR PLACEMENT OF ANY TYPES OF TRAILERS, HOUSE TRAILERS, EQUIPMENT, MACHINERY, CARS, TRUCKS, GARBAGE, TRASH, RUBBISH, UNSIGHTLY MATERIALS, OR ITEMS OF ANY NATURE.

PROHIBITED ACTIVITIES:

- 1. AGRICULTURE;
2. INDUSTRY/ COMMERCIAL BUSINESS;
3. FILLING;
4. EXCAVATION;
5. DITCHING/DIKING;
6. REMOVAL OF TOPSOIL, SAND, GRAVEL, ROCK, OIL, GAS;
7. ANY OTHER CHANGE IN TOPOGRAPHY OTHER THAN WHAT IS CAUSED BY NATURAL FORCES;
8. HERBICIDES/PESTICIDES;
9. REMOVAL OF NATIVE TREES /VEGETATION EXCEPT AS APPROVED BY THE CITY;
10. DUMPING OR BURNING OF TRASH, GARBAGE, RUBBISH, OR OTHER SUBSTANCES;
11. TEMPORARY OR PERMANENT STORAGE OR PLACEMENT OF ANY TYPE OF TRAILERS, HOUSE TRAILERS, SIGNS, BILLBOARDS, ADVERTISEMENTS, EQUIPMENT, MACHINERY, CARS, TRUCKS, GARBAGE, TRASH, RUBBISH, UNSIGHTLY MATERIALS, OR ITEMS OF ANY NATURE;
12. DEPOSITING YARD WASTE WITHIN THE EASEMENT AREA;
13. SHOVELING OR PLOWING OF SNOW OR ICE FROM RESIDUE SERVIENT ESTATE OR ANY ADJACENT REAL ESTATE ONTO ANY PORTIONS OF THE EASEMENT AREA; AND
14. HUNTING OR TRAPPING, EXCEPT AS NEEDED TO MANAGE, CONDUCT, OR OPERATE A DESIGNATED LOCAL, STATE, OR FEDERAL PUBLIC PROJECTS, RODENT CONTROL, OR STUDIES; AND
15. GRAZING OR PASTURING OF LIVESTOCK OR OTHER ANIMALS.

NO STORMWATER PIPE OUTFALLS, EXCEPT FOR THOSE ALLOWED BY DEVELOPMENT PLAN NAME AND NUMBER SHALL BE LOCATED WITHIN THE DESCRIBED SCPZ EASEMENT UNLESS THE DEPARTMENT OF PUBLIC UTILITIES DETERMINES THAT DISCHARGE INTO THE DESCRIBED SCPZ EASEMENT AREA IS TO BE ALLOWED, IN WHICH CASE THE OWNER SHALL SUBMIT DETAILED PLANS FOR REVIEW AND APPROVAL BY THE DEPARTMENT OF PUBLIC UTILITIES. IF SUCH PLANS ARE APPROVED, IT SHALL ISSUE WRITTEN APPROVAL OF SUCH PLANS AND ONLY THEN SHALL THE OWNER HAVE THE RIGHT TO ENTER UPON THE DESCRIBED SCPZ EASEMENT AREA IN ACCORDANCE WITH SUCH PLANS. FOLLOWING APPROVAL OF SUCH PLANS THIS PLAT SHALL ALSO BE AMENDED ACCORDINGLY.

OWNER IS REQUIRED TO FOREVER MAINTAIN THE SCPZ EASEMENT AS A STREAM CORRIDOR PROTECTION ZONE BY ENSURING THE SCPZ EASEMENT AREA COMPLIES WITH ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE THEN CURRENT PROVISIONS OF THE STORMWATER DRAINAGE MANUAL OF THE CITY OF COLUMBUS, OHIO, DEPARTMENT OF PUBLIC UTILITIES, DIVISION OF SEWERAGE AND DRAINAGE.



NOTE "I": AREAS DESIGNATED AS STORMWATER CONTROL PRACTICE (SCP) EASEMENTS ARE HEREBY GRANTED TO THE CITY OF COLUMBUS, OHIO, FOR THE PURPOSES OF PROVIDING EASEMENT RIGHTS IN, OVER, UNDER, ACROSS AND THROUGH THE REAL PROPERTY INCLUDING THE RIGHT OF REASONABLE ACCESS THERETO, BUT WITHOUT ANY OBLIGATION WHATSOEVER, TO ACCESS, RECONSTRUCT, REPLACE, REMOVE, REPAIR, MAINTAIN, CONTROL, AND OPERATE WATER AND SEWER DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO DRAINAGE TILES, PIPES, DITCHES, CHANNELS, CULVERTS, SEWER UTILITY LINES, TEMPORARY SEDIMENT SETTLING PONDS AND SEDIMENT TRAPS, DETENTION AND RETENTION FACILITIES, POST-CONSTRUCTION STORMWATER CONTROL PRACTICES, AND THEIR APPURTENANCES ("IMPROVEMENT"), FOR ACCEPTING, TRANSPORTING, DETAINING, AND RELEASING WATER COURSES.

THE OWNER SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING THE IMPROVEMENT IN STRICT COMPLIANCE WITH THE APPROVED AND EXECUTED POST-CONSTRUCTION STORMWATER CONTROL PRACTICES INSPECTION AND MAINTENANCE AGREEMENT, ON FILE WITH THE DEPARTMENT OF PUBLIC UTILITIES, AND ALL STORM WATER INSPECTION, OPERATION AND MAINTENANCE RESPONSIBILITIES PROVIDED IN THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, KEEPING ALL INLETS AND OUTLETS FREE AND CLEAR OF DEBRIS, REPAIRING ANY DAMAGED STRUCTURES, MAINTAINING SEDIMENT ACCUMULATION IN ANY DETENTION BASIN(S), TEMPORARY SEDIMENT SETTLING PONDS AND POST-CONSTRUCTION STORMWATER CONTROL PRACTICES, REPAIRING UNDERCUT OR ERODED AREAS, MAINTAINING ANY HARDSCAPE SURFACES, LAWN CARE MAINTENANCE, AND REPAIRING ANY DAMAGED LANDSCAPE AREAS.

IN THE EVENT THE IMPROVEMENT INCLUDES, OR IS LOCATED WITHIN A PARKING LOT AS APPROVED BY GRANTEE IN THE ABOVE-REFERENCED PLAN FILE NUMBER, WHICH WILL SERVE AS A DETENTION/RETENTION IMPROVEMENT, GRANTEE MAY INSTALL STANDARD OR TYPICAL PARKING LOT FEATURES AS SHOWN ON THE APPROVED ABOVE-REFERENCED PLAN FILE NUMBER AT GRANTEE'S SOLE RISK AND GRANTEE AND GRANTEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY DAMAGE OR DESTRUCTION OF SUCH PARKING LOT FEATURES DURING GRANTEE'S GOOD FAITH EXERCISE OF GRANTEE'S RIGHTS IN THIS EASEMENT.

THE CITY SHALL HAVE THE RIGHT, AT ANY TIME, TO INSPECT THE IMPROVEMENT, INCLUDING THE DETENTION BASIN, TEMPORARY SEDIMENT SETTLING PONDS AND POST-CONSTRUCTION PRACTICES, TO ASCERTAIN WHETHER THE IMPROVEMENT AND APPURTENANT FACILITIES ARE FUNCTIONING IN ACCORDANCE WITH ANY APPROVED PLANS, THE POST-CONSTRUCTION STORMWATER CONTROL PRACTICES INSPECTION AND MAINTENANCE AGREEMENT, REQUIREMENTS OF THE THEN-CURRENT CITY OF COLUMBUS STORMWATER DRAINAGE MANUAL AND GENERALLY ACCEPTED ENGINEERING STANDARDS. IN THE EVENT THE IMPROVEMENT IS NOT CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS, THE OWNER UPON NOTICE FROM THE CITY, OR OTHERWISE, SHALL COMPLETE CONSTRUCTION OF THE IMPROVEMENT IN A TIMELY MANNER. THE OWNER SHALL USE ALL COMMERCIALY REASONABLE EFFORTS TO TIMELY COMPLETE CONSTRUCTION OF THE IMPROVEMENT, BUT EXCEPT FOR EVENTS OF FORCE MAJEURE, UNDER NO CIRCUMSTANCES SHALL THE TIME EXCEED NINETY (90) DAYS UNLESS OTHERWISE AGREED IN WRITING BY THE CITY. IF THE PROPERTY OWNER FAILS TO DILIGENTLY COMPLETE THE CONSTRUCTION OF THE IMPROVEMENT, CITY SHALL HAVE THE RIGHT, BUT NO OBLIGATION WHATSOEVER, TO ENTER UPON THE PROPERTY AND PERFORM THE CONSTRUCTION. IN THE EVENT THE CITY PERFORMS SUCH CONSTRUCTION AS PROVIDED HEREIN, THE OWNER SHALL FULLY AND IMMEDIATELY REIMBURSE CITY FOR ANY COSTS INCURRED BY CITY AND CITY SHALL HAVE THE RIGHT TO CALL UPON ANY STORMWATER CONTROL PRACTICE CONSTRUCTION BOND AGREEMENT.

IN THE EVENT THE IMPROVEMENT IS NOT FUNCTIONING PROPERLY AND REQUIRES REPAIR, OWNER UPON NOTICE FROM THE CITY, OR OTHERWISE, SHALL COMMENCE SUCH REPAIRS AS NEEDED IN A TIMELY MANNER. THE OWNER SHALL USE ALL COMMERCIALY REASONABLE EFFORTS TO TIMELY PERFORM THE REPAIRS, BUT EXCEPT FOR EVENTS OF FORCE MAJEURE, UNDER NO CIRCUMSTANCES SHALL THE TIME EXCEED NINETY (90) DAYS UNLESS OTHERWISE AGREED IN WRITING BY THE CITY. IF OWNER FAILS TO MAINTAIN AND DILIGENTLY COMPLETE REPAIRS TO THE IMPROVEMENT, CITY SHALL HAVE THE RIGHT, BUT NO OBLIGATION WHATSOEVER, TO ENTER UPON THE PROPERTY AND PERFORM THE REPAIR. IN THE EVENT THE CITY PERFORMS SUCH REPAIR AS PROVIDED HEREIN, OWNER SHALL FULLY AND IMMEDIATELY REIMBURSE CITY FOR THE ACTUAL COST OF THE REPAIR UPON RECEIPT OF AN INVOICE ITEMIZING THE COST. IN THE EVENT THE OWNER FAILS TO PAY SAID COSTS TO CITY WITHIN THIRTY (30) DAYS OF DEMAND BY CITY, OWNER SHALL ALSO BE RESPONSIBLE FOR ALL ADDITIONAL COSTS INCURRED BY CITY IN COLLECTING SAID REIMBURSEMENT, INCLUDING, BUT NOT LIMITED TO, INTEREST AT THE HIGHEST RATE ALLOWED BY LAW, ALL COURT FEES AND COSTS, AND ATTORNEY'S FEES AND/OR MAY BE SUBJECT TO ASSESSMENT.

UPON THE CITY'S ENTRY INTO THE SCP EASEMENT AREA TO EXERCISE ANY OF ITS RIGHTS, CITY WILL RESTORE THE EASEMENT AREA TO ITS FORMER CONDITION AS IS REASONABLY PRACTICABLE, BUT SUBJECT TO THE COMPLETION OF THE IMPROVEMENT CONTEMPLATED HEREIN. OWNER UNDERSTANDS AND AGREES ANY RESTORATION OF OWNER'S PROPERTY IS SPECIFICALLY LIMITED TO REASONABLY RESTORING THE GRADE AND SURFACE TO THEIR FORMER CONDITION, EXCEPT UTILITY SERVICE LINES, ASPHALT-PAVED PARKING AREAS, AND SIDEWALKS THAT DO NOT, IN ANY MANNER, IMPAIR OR INTERFERE WITH THE IMPROVEMENTS OR CITY'S RIGHTS, WILL BE RESTORED. CITY'S RESTORATION WILL NOT INCLUDE REPAIR, REPLACEMENT, OR COMPENSATION OF OR FOR ANY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, FENCES, TREES, VEGETATION, AND/OR LANDSCAPING.

OWNER SHALL FOREVER INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, SUITS, AND ACTIONS, INCLUDING ATTORNEY'S FEES, ARISING OR RESULTING, IN ANY MANNER, FROM OWNER, ITS SUCCESSORS AND ASSIGNS, ACTIONS OR INACTIONS ASSOCIATED IN ANY MANNER WITH THE USE OF THE IMPROVEMENT.

NOTE "J": RESERVE "A" AS SHOWN HEREON PERMITS THE CONSTRUCTION PRIVATE ACCESS DRIVES AND UTILITIES AND/OR STORMWATER FACILITY SHALL BE PERMITTED IN SAID RESERVES. REFER TO NOTES "H" AND "I" FOR RESTRICTIONS TO SCP AND SCPZ EASEMENTS. RESERVE "A" AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN BUCKEYE YARD SUBDIVISIONS. RESERVE "A" WILL NOT BE DEDICATED TO THE CITY OF COLUMBUS AND THE CITY OF COLUMBUS WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS DRIVES WITHIN SAID RESERVE "A".

Table with project details: BUCKEYE YARD PHASE 1, PLAT, CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO, SCALE: 1"=400', DATE: 1/5/2023, DESIGN: N/A, DRAWN: DAV, CHECKED: ALB, JOB NO.: 758455, SHEET NO.: 2 OF 8, and CESO logo.