GLACIER RIDGE SECTION 1

Situated in the State of Ohio, County of Franklin, City of Columbus, and in Section 12, Township 11, Range 21, Congress Lands, containing 20.587 acres of land more or less, said 20.587 acres being part of those tracts of land conveyed to **HOMEWOOD CORPORATION** by deed of record in Instrument Number 201707190098948, Recorder's Office, Franklin County, Ohio.

The undersigned **HOMEWOOD CORPORATION** an Ohio corporation, by **WILLIAM MOORHEAD**, Vice President, duly authorized in the premises, does hereby certify that this plat correctly represents its **"GLACIER RIDGE SECTION 1"**, a subdivision containing Lots numbered 1 to 12, 31 to 36, 56, 57 and 67 to 80, all inclusive, and areas designated as Reserves "A", "B" and "C", does hereby accept this plat of same and dedicates to public use, as such, all of Baltoro Road, Perito Drive, Tasman Drive and Wright Road shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", "Drainage Easement", "Sidewalk Easement" or "Stormwater Control Practice Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi public utilities, above, beneath and on the surface of the ground, and where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing and maintaining a sidewalk and shared use path for use by the public Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other above ground storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the City of Columbus, Division of Sewerage and Drainage. Within those areas designated as "Stormwater Control Practice Easement" on this plat, an additional easement is hereby reserved for the purpose as described in, and in compliance with, the Post-construction Stormwater Control Practices, Inspection and Maintenance Agreement recorded in Instrument Number _____. Easement areas shown hereon outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

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, Grantor may install standard or typical parking lot features as shown on the approved above-referenced Plan File Number at Grantor'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 commercially 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 commercially 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.

In Witness Whereof, **WILLIAM MOORHEAD,** Vice President of **HOMEWOOD CORPORATION,** has hereunto set his hand this 21st day of Feb, 2024.

Signed and Acknowledged In the presence of

HOMEWOOD CORPORATION

By _____
WILLIAM MOORHEAD,
Vice President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Jesse Tigges
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
10/27/2027

Before me, a Notary Public in and for said State, personally appeared **WILLIAM MOORHEAD,** Vice President of **HOMEWOOD CORPORATION**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **HOMEWOOD CORPORATION,** for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this 21st day of February, 2024.

My commission expires 10/27/2027 _____ Notary Public, State of Ohio

Approved this 1st day of MARCH, 2024.
Scott S. Messer / ABB
Director, Department of Building and Zoning Services, Columbus, Ohio

Approved this 6th day of MARCH, 20___.
City Engineer/Administrator, Division of Design and Construction, Columbus, Ohio

Approved this ____ day of _____, 20___.
Kelly B. Scoggins BY
Director, Department of Public Service, Columbus, Ohio

Approved and accepted this _____ day of _____, 20__, by Ordinance No. _____ wherein all of Baltoro Road, Perito Drive, Tasman Drive and Wright Road shown dedicated hereon are accepted as such by the Council for the City of Columbus, Ohio.

In witness thereof, I have hereunto set my hand and affixed my seal the ____ day of _____ 20__.
_____
City Clerk, Columbus, Ohio

Transferred this ____ day of _____, 20___.
_____
Auditor, Franklin County, Ohio

_____
Deputy Auditor, Franklin County, Ohio

Filed for record this ___day of _____, 20___ at _____M. Fee $_____
_____
Recorder, Franklin County, Ohio

File No. _____

Recorded this ____ day of _____, 20___.
_____
Deputy Recorder, Franklin County, Ohio

Plat Book _____, Pages _____

LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS 2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of FCGS monuments 5038 and 5467. The bearing of South 69° 32' 51" East, assigned to the centerline of Wright Road, is designated the basis of bearings for this plat.

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

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 8-inch long mag spikes. Mag spikes 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-inches long, solid iron pins, are to be set to monument the points indicated, are to be 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

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

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)
▲ = Railroad Spike Found
■ = FCGS Monument Found

STATE OF OHIO
MATTHEW A. KIRK
S-7865
REGISTERED
PROFESSIONAL SURVEYOR

By Matthew A. Kirk _____ 16 FEB 24
Professional Surveyor No. 7865 Date

J:\X\2020239\DWG\SHEETS\PLAT\2020239-VS-PLAT-PHS1.DWG plotted by MASTON, JOHN on 12/26/2023 9:33:53 AM last saved by JMASTON on 12/12/2023 2:39:29 PM
XREF: 2019022-1-SHOT-01.DWG & 2020239-TS-HDTR-1.DWG