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NOTE "A" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE MAP (DATED JUNE 17, 2008), THE PROJECT AREA HEREON LIES WITHIN ZONE X (OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON COMMUNITY PANEL NO. 39049C0176K.

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 "DEER CREEK TOWNHOMES" DOES NOT IMPLY ANY APPROVAL FOR THE DEVELOPMENT OF THE SITE AS IT MAY PERTAIN TO WETLANDS.

NOTE "C" ACREAGE BREAKDOWN:

TOTAL ACREAGE	10.723 ACRES
ACREAGE IN REMAINING LOTS	5.218 ACRES
ACREAGE IN RESERVES	5.505 ACRES
ACREAGE IN PID: 610-218058	10.723 ACRES

"DEER CREEK TOWNHOMES" IS OUT OF FRANKLIN COUNTY PARCEL NUMBERS: 610-218058

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 "DEER CREEK TOWNHOMES" 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 ORDINANCE #0102-2024 ((223-050))(AR-12) PASSED ON JANUARY 10, 2024. 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" - DEPRESSED DRIVEWAYS: THE PAVEMENT AND STORM SEWER PLAN TOGETHER WITH THE MASTER GRADING PLAN FOR "DEER CREEK TOWNHOMES", SHOW A DESIGN THAT WOULD PROHIBIT ALL OF THE LOTS IN "DEER CREEK TOWNHOMES", FROM HAVING A DEPRESSED DRIVEWAY ACCORDING TO COLUMBUS CITY CODE SECTION 4123.43 UNLESS OTHERWISE APPROVED BY THE COLUMBUS INSPECTOR.

NOTE "H" - TREE PROTECTION: ALL PUBLIC TREES AND THE GROUND BELOW THEIR RESPECTIVE DRIP LINES, WHETHER SHOWN OR NOT SHOWN ON THE PLANS, ARE TO BE PRESERVED UNLESS APPROVAL TO REMOVE OR PRUNE IS GIVEN IN WRITING BY COLUMBUS RECREATION & PARKS (CRPD)/CITY FORESTER OR IF THE PUBLIC TREE REMOVAL HAS BEEN DESIGNATED ON THE APPROVED FINAL SITE COMPLIANCE PLAN. TREES APPROVED FOR REMOVAL BY CRPD/CITY FORESTER SHALL BE PAID FOR UNDER CMSC ITEM 201, CLEARING AND GRUBBING, UNLESS OTHERWISE PROVIDED FOR BY UNIT PRICE BID UNDER ITEM 201. THE CONTRACTOR SHALL PROTECT TREES NEAR OR ADJACENT TO THE WORK AREA TO AVOID DAMAGE TO ALL TREES THAT ARE TO REMAIN. ALL TREES REMOVED SHALL INCLUDE STUMP REMOVAL TO EIGHTEEN (18) INCHES BELOW GRADE. ALL CLEARING AND GRUBBING PERFORMED ON CRPD PROPERTY, RIGHT-OF-WAY, OR ANY CITY OF COLUMBUS PROPERTY SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. HEAVY EQUIPMENT WILL NOT BE ALLOWED TO COMPACT THE SOIL OVER THE ROOT ZONE OF EXISTING PUBLIC TREES. RESTRICTED EQUIPMENT ACCESS ROUTES SHALL BE COORDINATED WITH CRPD FORESTRY AT FORESTRY@COLUMBUS.GOV BEFORE WORK IS BEGINS. TEMPORARY PAVING MATERIALS, SUCH AS PLYWOOD, LUMBER OR RUBBER MATTING, SPREAD OVER THE ROOT ZONE OF PUBLIC TREES MAY BE REQUIRED TO PREVENT COMPACTION. IF A PUBLIC TREE NEEDS TO BE REMOVED, THE CONTRACTOR SHALL PROVIDE A TREE MITIGATION PLAN TO THE CITY FORESTRY SECTION AT FORESTRY@COLUMBUS.GOV AND REFER TO THE CRPD TREE MITIGATION PLAN GUIDANCE, ANSI A300 AND/OR CITY OF COLUMBUS EXECUTIVE ORDER 2015-01 FOR TREE REPLACEMENT STANDARDS.

NOTE "I": RESERVE "A", RESERVE "B" AND RESERVE "C" AS DESIGNATED AND DELINEATED HEREON ARE TO BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE LOTS OF DEER CREEK TOWNHOMES FOR THE PURPOSE OF OPEN SPACE. CONSTRUCTION OF UTILITIES AND/OR STORMWATER FACILITY SHALL BE PERMITTED IN SAID RESERVES.

NOTE "J": 10' NO VEHICULAR ACCESS IN THOSE AREAS SHOWN HEREON DELINEATED AS "M".

NOTE "K": THE EXISTING 15 FOOT DRAINAGE EASEMENT AS SHOWN IN "OAKMEADOWS DRIVE AND PINGUE DRIVE AND EASEMENTS", OF RECORD IN PLAT BOOK 65, PAGE 63, AND SHOWN BY HEX HATCHING HEREON IS HEREBY VACATED WITH THE RECORDING OF THIS PLAT.

NOTE "L": PARKING RESTRICTIONS SHALL BE INSTALLED PER CURRENT CITY POLICY ON SIGNAGE FOR PRIVATE STREETS AND ALLEYS/LANES. THE OWNER, DEVELOPER, AND/OR THE HOMEOWNERS ASSOCIATION MUST ESTABLISH AND MAINTAIN AN AGREEMENT WITH A PRIVATE TOWING COMPANY, WHICH AUTHORIZES THE COMPANY TO REMOVE/TOW ANY VEHICLES PARKED IN RESTRICTED AREAS. TOWING AGREEMENTS SHALL BE FILED ANNUALLY, UPON EXECUTION OF CONTRACT, WITH THE COLUMBUS DIVISION OF FIRE, FIRE PREVENTION BUREAU, PLANS REVIEW OFFICE. THE DEVELOPER, AND/OR HOMEOWNERS ASSOCIATION SHALL DESIGNATE THE CITY OF COLUMBUS AS AN AUTHORIZED AGENT FOR THE SOLE AND SPECIFIC PURPOSE OF ENFORCEMENT OF PARKING RESTRICTIONS. ALL SIGNAGE, TOWING AGREEMENTS AND DESIGNATIONS WILL CONFORM TO THE CITY OF COLUMBUS DIVISION OF FIRE "FIRE VEHICLE ACCESS PLAN."

NOTE "M": WITHIN SAID RESERVE "D", A NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CITY OF COLUMBUS AND OTHER GOVERNMENTAL EMPLOYEES OR LICENSEES FOR USE IN THE COURSE OF PROVIDING POLICE, FIRE, MEDICAL OR OTHER GOVERNMENTAL SERVICES TO LOTS AND LANDS ADJACENT TO SAID RESERVE "D."

NOTE "N": RESERVE "D", AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION COMPRISED OF THE OWNERS OF THE FEE SIMPLE TITLES TO THE LOTS IN THE "DEER CREEK TOWNHOMES" SUBDIVISION. THE WAY, DRIVE AND AVENUE CONSTRUCTED WITHIN SAID RESERVE "D" WILL BE PRIVATE STREETS. THESE STREETS WILL NOT BE DEDICATED TO THE CITY OF COLUMBUS AND THE CITY OF COLUMBUS WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID STREETS.

NOTE "O": 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 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 "P":PRIOR TO SUBMISSION OF FINAL SITE COMPLIANCE PLAN, ANY ENTITY REQUESTING NON-PARK USE/DEVELOPMENT MUST SUBMIT A NON-PARK USE OF PARKLAND (NPUP) APPLICATION TO COLUMBUS RECREATION & PARKS DEPARTMENT(CRPD) AT CRPD\_NPUP@COLUMBUS.GOV. IF THE NPUP IS APPROVED, CRPD WILL ISSUE A PERMIT TO ENTER CRPD PROPERTY. THE NPUP APPLICATION MUST BE REVIEWED AND APPROVED WITH PERMIT ISSUED BEFORE ANY ACTIVITY CAN BE PERFORMED ON PARKLAND. THE CONTRACTOR SHALL CONTACT THE NPUP POINT OF CONTACT THIRTY (30) CALENDAR DAYS PRIOR TO ANY WORK ON OR NEAR CRPD PROPERTY. THE CONTRACTOR SHALL SUBMIT A WORK SCHEDULE AND COORDINATE ACCESS WITH CRPD INSPECTOR PRIOR TO ANY WORK ON OR NEAR CRPD PROPERTY. SCHEDULED EVENTS BY CRPD SHALL TAKE PRECEDENCE OVER THE CONTRACTOR'S WORK SCHEDULE, AND THE CONTRACTOR SHALL ADJUST WORK SCHEDULE AS NECESSARY TO ACCOMMODATE CRPD EVENTS. THE CONTRACTOR SHALL NOT ENTER INTO A CRPD PROPERTY NOR STAGE/STORE ANY MATERIALS/EQUIPMENT OUTSIDE THEIR WORK LIMITS ON CRPD PROPERTY WITHOUT A PERMIT ISSUED BY CRPD. THE PERMIT MUST BE POSTED ONSITE AT ALL TIMES. ANY AND ALL CRPD PARK AREAS DISTURBED BY THE CONTRACTOR DURING THE COURSE OF THEIR WORK ACTIVITIES SHALL BE RESTORED TO CONDITIONS THAT MEET OR EXCEED EXISTING CONDITIONS WITHIN THE TIME FRAMES NOTED IN THE APPROVED SCHEDULE AND SHALL BE TO THE SATISFACTION OF CRPD THAT MEET STANDARDS AND SPECIFICATIONS. UNLESS SPECIFIC PERMISSIONS ARE GRANTED BY CRPD, ACCESS TO, FROM, ON, OVER, UNDER, THROUGH, OR ACROSS CRPD PROPERTY IS NOT GRANTED OR IMPLIED. FAILURE TO HAVE A PERMIT IN PLACE THAT IS CONSISTENT WITH CRPD NPUP POLICY WILL RESULT IN DELAY OF FINAL SITE COMPLIANCE APPROVAL SIGNATURE BY RECREATION & PARKS/CITY FORESTER.

NOTE "Q": AREAS DESIGNATED AS "CONSERVATION EASEMENT" ARE HEREBY DESIGNATED FOR THE PRESERVATION OF THE TREES WITHIN SAID EASEMENT AND SHALL BE MAINTAINED BY THE "DEER CREEK TOWNHOMES" HOMEOWNERS ASSOCIATION. THE CITY OF COLUMBUS AND ITS AUTHORIZED REPRESENTATIVES SHALL HAVE THE RIGHT TO ACCESS THE AREA OF PRESERVATION TO INSPECT AND MONITOR COMPLIANCE WITH THE TERMS OF THE CONSERVATION EASEMENT. THE "DEER CREEK TOWNHOMES" HOMEOWNERS ASSOCIATION RESERVES THE RIGHTS TO MAKE MINOR CHANGES TO ACCOMMODATE NECESSARY REGULATORY APPROVALS UPON THE WRITTEN CONSENT OF THE CITY DEPARTMENT OF PUBLIC SERVICES.



Deer Creek Townhomes  
State of Ohio, County of Franklin, City of Columbus,  
Quarter Township 1, Township 2, Range 18, United States Military Lands

Revisions / Submissions		
ID	Description	Date
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Drawn By:		OPG
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