

# SUGAR FARMS SECTION 5

Situated in the State of Ohio, County of Franklin, City of Columbus, and in Virginia Military Surveys Number 6542 and 6635, containing 30.584 acres of land, more or less, said 30.584 acres being part of that tract of land conveyed to **PULTE HOMES OF OHIO LLC** by deed of record in Instrument Number 202106170106556, Recorder's Office, Franklin County, Ohio.

The undersigned, **PULTE HOMES OF OHIO LLC**, a Michigan limited liability company, by **MATHEW J. CALLAHAN**, Division Vice President of Land Acquisition, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "SUGAR FARMS SECTION 5", a subdivision containing Lots numbered 229 to 300, both inclusive, and areas designated as Reserves "J", "K" and "L", does hereby accept this plat of same and dedicates to public use, as such, all of Alton & Darby Creek Road, Anguria Drive, Asparago Drive, Ceduna Drive, Lattuga Drive, Mirtillo Drive, Pomodoro Drive and Sedano Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", "Drainage 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 "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 areas 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 Grantee's sole risk 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.

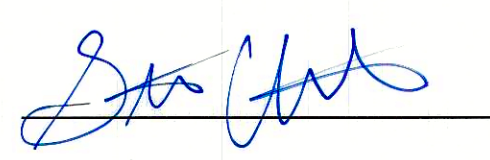
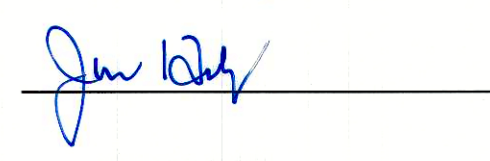

The City shall have the right, at any time, to inspect the Improvement, including the detention basin, temporary sediment settling ponds and post-construction practices, to ascertain whether the Improvement and appurtenant facilities are functioning in accordance with any approved plans, the Post-Construction 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, **MATHEW J. CALLAHAN**, Division Vice President of Land Acquisition of **PULTE HOMES OF OHIO LLC**, has hereunto set his hand this 3 day of April, 2023.

Signed and Acknowledged  
In the presence of:  
  
  
By   
**MATHEW J. CALLAHAN**,  
Division Vice President of  
Land Acquisition

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **MATHEW J. CALLAHAN**, Division Vice President of Land Acquisition of **PULTE HOMES OF OHIO LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **PULTE HOMES OF OHIO LLC**, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this 3 day of April, 2023.

My commission expires 11/01/27  
  
Notary Public, State of Ohio



Approved this 5<sup>th</sup> day of APRIL, 2023.

  
Director, Department of Building and Zoning Services, Columbus, Ohio

Approved this 5<sup>th</sup> day of APRIL, 2023.

  
City Engineer/Administrator, Division of Design and Construction, Columbus, Ohio

Approved this 5<sup>th</sup> day of April, 2023.

  
Director, Department of Public Service, Columbus, Ohio

Approved and accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Ordinance No. \_\_\_\_\_ wherein all of Alton & Darby Creek Road, Anguria Drive, Asparago Drive, Ceduna Drive, Lattuga Drive, Mirtillo Drive, Pomodoro Drive and Sedano Drive 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 \$ \_\_\_\_\_

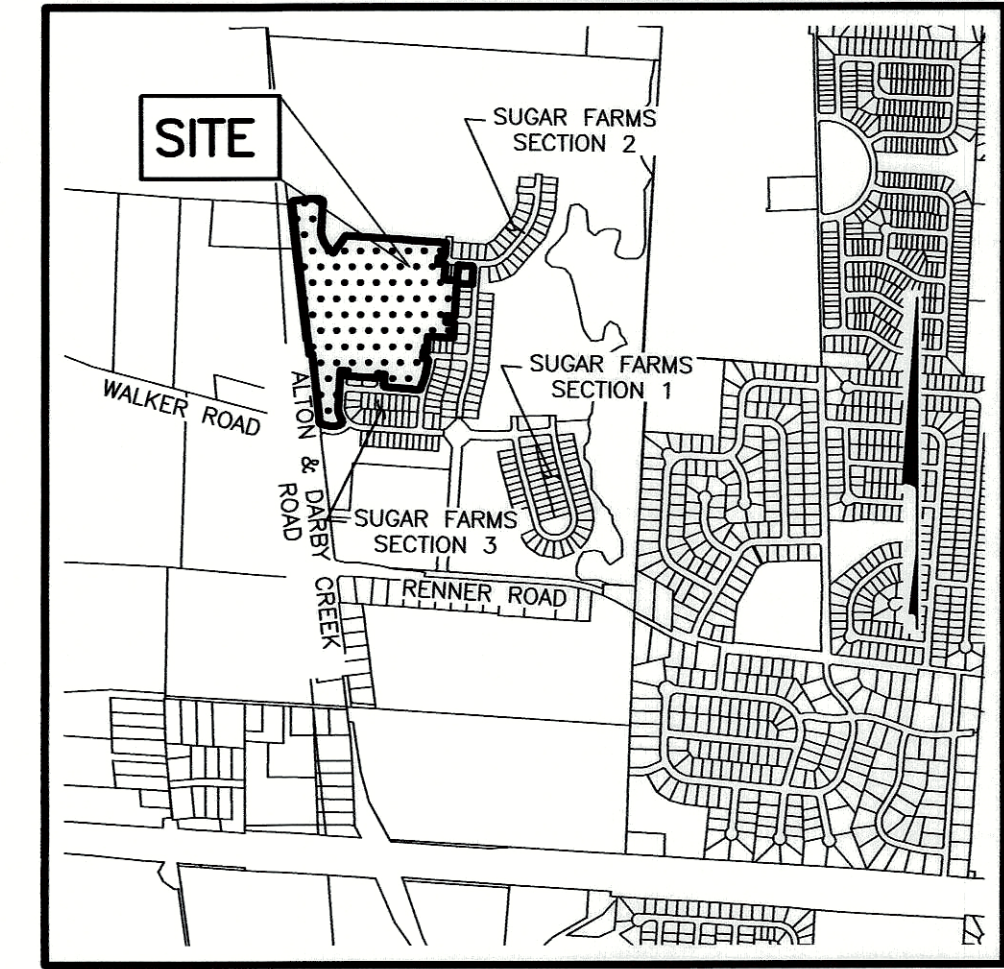
Recorder, Franklin County, Ohio

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:**

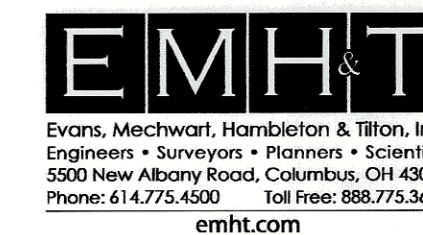
**BASIS OF BEARINGS:** The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments FRANK154 and FCGS 5268. The portion of the centerline of Alton & Darby Creek Road, having a bearing of North 06° 29' 44" West and monumented as shown hereon, is designated as 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.

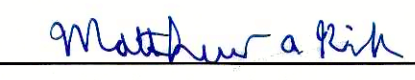
**PERMANENT MARKERS:** Permanent markers, where indicated hereon in the public street centerline, are to be 8-inch long mag spikes. Mag spikes are to be set to monument the points indicated, are to be set after the construction/installation of the street pavement, and are to be set with the top end one-fourth 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



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)

By   
Professional Surveyor No. 7865

30 March 23  
Date

