

RESOLUTION NO. 51-2017

Approving the Subdivision of Property at 303 East New England Avenue and Approving a Subdivider's Agreement (Bob Webb Homes & Pamela R. Johnston)

WHEREAS, a request has been made by Bob Webb Homes to reconfigure the property located at 303 East New England Avenue; and,

WHEREAS, the request has received a complete and thorough review by the Municipal Planning Commission on July 27, 2017 and approval has been recommended by the Commission; and,

WHEREAS, the Subdivider will be required to install sidewalks along East New England Avenue and Greenwich Street as part of the Subdivision; and,

WHEREAS, the Subdivider and future owner of Lot #3 will be required to adhere to Note "A" on the Final Plat as it relates to the "No Disturbance Zone", this includes the removal of any trees and vegetation without prior approval from the City of Worthington.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin and State of Ohio:

SECTION 1. That the Subdivision to divide the property located at 303 East New England Avenue, as per Case No. SUB 02-17, Drawings No. SUB 02-17, dated July 16, 2017 attached hereto as Exhibit "A" be approved.

SECTION 2. That the City Manager is authorized to enter into a Subdivider's Agreement with the Developer attached hereto as Exhibit "B".

SECTION 3. That the Clerk of Council be and hereby is instructed to record this Resolution in the appropriate record book.

Passed September 5, 2017

Bonnie D. Michael  
President of Council

Attest

/s/ Robyn M. Stewart  
Temporary Clerk of Council

REPLAT OF LOTS 81 AND 82 OF MORRIS' ADDITION TO THE TOWN OF WORTHINGTON

CITY OF WORTHINGTON, COUNTY OF FRANKLIN STATE OF OHIO

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF WORTHINGTON, BEING IN QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 18 UNITED STATES MILITARY LANDS AND BEING ALL OF LOTS 81 AND 82 OF MORRIS' ADDITION TO THE TOWN OF WORTHINGTON, AS SHOWN AND DELINEATED IN PLAT BOOK 1, PAGE 119, AND BEING CONVEYED TO WILLIAM W. AND PAMELA R. JOHNSTON BY DEED OF RECORD IN OFFICIAL RECORD 6363A16 AND OFFICIAL RECORD 20191E19, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED, WILLIAM W. AND PAMELA R. JOHNSTON, OWNER OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS "REPLAT OF LOTS 81 AND 82 OF MORRIS' ADDITION TO THE TOWN OF WORTHINGTON", A SUBDIVISION CONTAINING LOTS NUMBERED 1, 2 AND 3, ALL INCLUSIVE, DOES HEREBY ACCEPT THIS PLAT OF SAME.

IN WITNESS WHEREOF, WILLIAM W. AND PAMELA R. JOHNSTON, OWNERS, HAVE HEREUNTO SET THEIR HAND THIS \_\_\_DAY, OF \_\_\_ 20\_\_.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

BY WILLIAM W. JOHNSTON BY PAMELA R. JOHNSTON

STATE OF OHIO COUNTY OF FRANKLIN SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WILLIAM W. AND PAMELA R. JOHNSTON, OWNERS, WHO ACKNOWLEDGED THE SIGNING AND FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT 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\_\_ Clerk, Municipal Planning Commission, Worthington, Ohio

Approved this \_\_\_Day of \_\_\_ 20\_\_ Director of Engineering, Worthington, Ohio

Approved this \_\_\_Day of \_\_\_ 20\_\_ City Manager, Worthington, Ohio

Approved this \_\_\_Day of \_\_\_ 20\_\_, by Ordinance No. \_\_\_, Whereas this plat is accepted by the council of the City of Worthington, Ohio.

In witness thereof, I have hereunto set my hand and affixed my seal the \_\_\_day of \_\_\_ 20\_\_ Clerk of Council, Worthington, Ohio

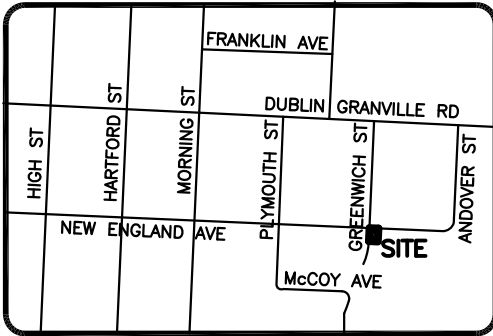
Transferred this \_\_\_day of \_\_\_ 20\_\_ Auditor, Franklin County, Ohio Deputy Auditor, Franklin County, Ohio

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 \_\_\_\_\_



VICINITY MAP NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING S 86°53'40" E FOR THE SOUTHERLY LINE OF NEW ENGLAND AVENUE, BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 DATUM (2011), TAKEN FROM GPS OBSERVATION.

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.

REBAR: REBAR, WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE REBAR, 5/8 INCH DIA. 30 INCHES IN LENGTH, WITH A RED PLASTIC CAP PLACED ON THE TOP END BEARING THE NAME "LANDMARK SURVEY".

PERMANENT MARKERS: PERMANENT MARKERS, WHERE INDICATED HEREON, 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 LANDMARK SURVEY ONCE INSTALLED, THE TOP OF THE CAP SHALL BE MARKED (PUNCHED) TO RECORD THE ACTUAL LOCATION OF THE POINT.



2099 WEST FIFTH AVENUE, COLUMBUS, OHIO 43212 PHONE: (614) 485-9000 FAX: (614) 485-9003 DATE: 7/5/17 FILE NO. 199405

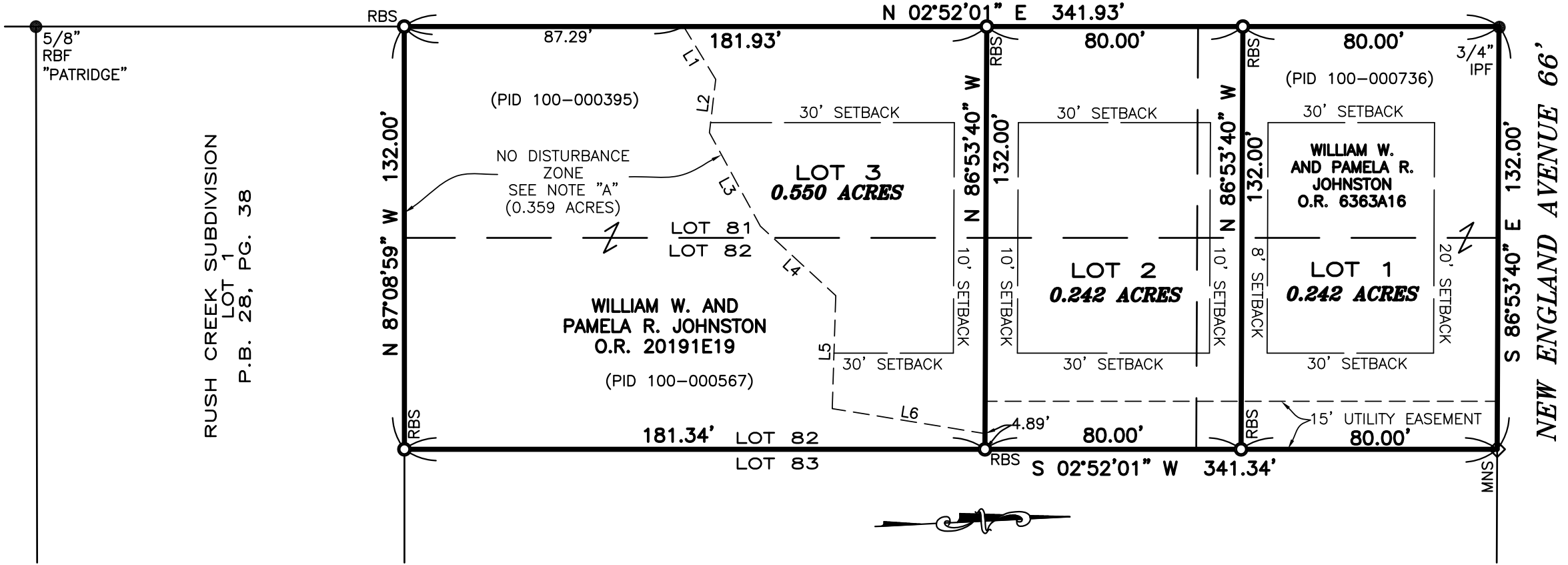
DRAWN BY: DJH

SCOTT D. GRUNDEI, P.S. DATE REGISTERED SURVEYOR NO. 8047

REPLAT OF LOTS 81 AND 82 OF MORRIS' ADDITION  
TO THE TOWN OF WORTHINGTON

CITY OF WORTHINGTON, COUNTY OF FRANKLIN  
STATE OF OHIO

GREENWICH STREET 66'  
P.B. 1, PG. 119



**NOTE "A":**  
THERE SHALL BE NO DISTURBANCE ON THE SOUTHERN PORTION OF LOT 3 THAT IS LOCATED IN THE NO DISTURBANCE ZONE WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY. THIS INCLUDES THE REMOVAL OF ANY TREES AND VEGETATION.

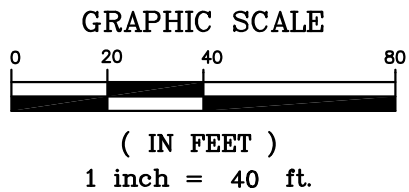
**FLOOD NOTE:**  
THE SUBJECT PROPERTY LIES IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN), AS DETERMINED BY GRAPHIC INTERPOLATION FROM THE FLOOD INSURANCE RATE MAP NUMBER 39049C0159K, WITH AN EFFECTIVE DATE OF 06/17/2008, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

**LINE TABLE:**

LINE	BEARING	DISTANCE
L1	N 61°39'26" E	19.29'
L2	S 80°24'58" E	16.76'
L3	N 64°18'08" E	33.22'
L4	N 45°30'48" E	32.05'
L5	S 85°22'32" E	35.30'
L6	N 12°09'45" E	48.34'

**LEGEND**

●	IPF	IRON PIN FOUND
○	RBF	REBAR FOUND
○	RBS	REBAR SET
◇	MNS	MAG NAIL SET



DRAWN BY: DJH

## SUBDIVIDER'S AGREEMENT

THIS AGREEMENT is executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between BOB WEBB ~~THOMAS~~, an Ohio LEWIS CENTRAL LLC (the "Subdivider") and the City of Worthington, Ohio, an Ohio municipal corporation (the "City"), pursuant to Chapter 1101 of the Codified Ordinances of the City of Worthington and the Final Subdivision Plat for REPLAT OF LOTS 81 AND 82 OF MORRIS ADDITION (the "Subdivision").

NOW, THEREFORE, in consideration of the approval of the Subdivision by the Council of the City of Worthington, Ohio, it is hereby agreed as follows:

1. The proposed Subdivision and its ultimate use shall conform to the Subdivision Plat as approved by City Council and the requirements of law, including without limitation, the Planning and Zoning Code and the Building Code of the City of Worthington, except as may be otherwise authorized by proper authority.
2. No transfer of any lot, parcel or tract from said Subdivision shall be made, nor shall any construction work, including grading, be started which may affect the arrangement of streets or other public improvements until approval of the Final Plat is obtained by the Subdivider and the performance bond or irrevocable letter of credit acceptable to the City or certified check guaranteeing the completion of public improvements in accordance with Paragraph V of this Agreement is provided to the City.
3. The Subdivider shall pay the entire cost and shall construct, install or otherwise provide all public improvements necessary to serve the Subdivision as required by Title One – Subdivision Platting Regulations of the Codified Ordinances, in connection with the Subdivision, under the supervision of the City Engineer, including, at a minimum:
  - (a) Sanitary sewers, including manholes, services and all appurtenances.
  - (b) Water lines and all appurtenances necessary to serve the lots in the Subdivision including taps and curb boxes available to each lot.
  - (c) Sidewalks to be installed along the frontage of East New England Avenue and Greenwich Street to connect to the existing sidewalk on the cul-de-sac portion of Greenwich Street.
  - (d) Monuments and stakes.
  - (e) Storm sewers, including manholes, inlets and all appurtenances, and drainage improvements as needed.
  - (f) Landscaping and screening features, and street trees along East New England Avenue and Greenwich Street.
4. Prior to beginning any construction work, detailed engineering drawings and specifications shall be furnished to the City by the Subdivider for all of the public improvements to be installed in the Subdivision.

5. The Subdivider shall, in accordance with Section 1101.15 of the Codified Ordinances, provide to the City a performance bond or irrevocable letter of credit acceptable to the City, or a certified check, in an amount equal to the estimated cost of constructing said improvements, guaranteeing the completion thereof within one year from the date of approval of this Subdivider's Agreement, or such extension of time as may be granted by Council. Said performance bond or letter of credit acceptable to the City or certified check shall be released upon acceptance of the public improvements by the City and upon the furnishing by the Subdivider of an additional bond or letter of credit acceptable to the City, or a certified check, in an amount equal to ten percent (10%) of the estimated cost of construction, guaranteeing the maintenance of said improvement for a period of one (1) year from the date of acceptance. Said maintenance bond or letter of credit acceptable to the City or certified check shall be released upon satisfactory completion of the one (1) year maintenance period. The Subdivider shall be responsible for the maintenance and care of all subdivision improvements for a period of one (1) year after acceptance of said improvements by the City.
6. The Subdivider shall deposit with the Finance Director a sum of money as prescribed by the City Engineer to defray the cost of inspection, engineering services, and other expenses, as may be incurred by the City in connection with the inspection of the installation of said public improvements. Should the amount of such deposit be insufficient to pay the cost thereof, the Subdivider shall, immediately upon demand by the City, deposit such additional sums as are estimated to be necessary. Upon completion and acceptance of said improvements, any unexpended balance shall be refunded.
7. The City Engineer shall be notified, in writing, seven (7) days before any construction is begun on said improvements in order that inspection may be provided.
8. The Subdivider shall hold the City of Worthington, its officials, and employees free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said public improvements, and shall defend, at its own cost and expense, any suit or action brought against the City of Worthington, or its officials and employees, by reason thereof, until the public improvements have been accepted by the City Council and until the end of the one (1) year maintenance period.
9. The Subdivider or the contractor constructing the public improvements shall carry at least the following minimum amounts of insurance: General Public Liability Insurance, on an occurrence basis, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including those resulting in death, to any one person, and an amount not less than One Million Dollars (\$1,000,000) for damages on account of any one accident or occurrence; and Property Damage Insurance on an occurrence basis in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) for damages on account of any one accident or occurrence.

Said insurance shall be maintained in full force and effect during the construction of the Subdivision improvements and shall protect the City, its officials, employees, agents and representatives from claims for damages to property arising in any manner from the negligent or wrongful acts, errors or omissions of the Subdivider or the contractor, their employees, agents, or representatives in the construction of the Subdivision improvements. Certificates of insurance naming the City as an additional insured shall be obtained and filed with the City prior to commencement of construction of the Subdivision improvements. These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior actual written notice has been given to the City.

10. Any violation of, or noncompliance with, any of the provisions of this Agreement shall constitute a breach of contract and the City shall have the right to stop the work forthwith and hold the bonding company responsible for the completion of said improvements according to the approved plat and this Agreement, or to use the certified check, or the letter of credit for such purpose. The City shall notify the Subdivider, in writing, of any such breaches, violations or noncompliance with any of the provisions or stipulations of this Agreement and shall provide a reasonable time for the Subdivider to remedy the

# EXHIBIT "B"

breach, violation or noncompliance before the City shall have the right to stop work and hold the bonding company responsible for completion of said improvements.

11. The acceptance and approval of all required improvements be and hereby is conditioned upon the Subdivider or its authorized agent complying in full with Section 1101.16 of the Worthington Codified Ordinances unless the requirements as applicable to this Subdivision have been modified or deleted by action of Worthington City Council.
12. Upon approval and acceptance of the public improvements, reproducible as-built construction drawings of the public improvements shall become the property of the City of Worthington and shall be kept on file in the office of the City Engineer.
13. In consideration whereof, the City of Worthington hereby grants the Subdivider, or its duly authorized agent, the right and privilege to make the improvements provided for herein.
14. This Agreement shall inure to the benefit of and be binding on the heirs, executors, successors or assigns of the Subdivider.
15. This Agreement shall be recorded in the Office of the Franklin County Recorder at the expense of the Developer and shall become a public record of Franklin County, Ohio.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and subscribed by their duly authorized representatives as of the date first written above.

LEWIS CENTER  
BOB WEBB ~~WEBB~~, LLC

CITY OF WORTHINGTON

By   
Print Name SCOTT SHIVELY  
Its GENERAL MANAGER

By \_\_\_\_\_  
Matthew H. Greeson, City Manager

Approved as to form:

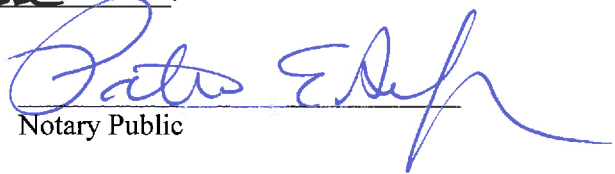
\_\_\_\_\_  
Pamela A. Fox, Director of Law  
City of Worthington

[Acknowledgements contained on the following page.]

# EXHIBIT "B"

STATE OF OHIO  
COUNTY OF DELAWARE

BE IT REMEMBERED, that on this 24 day of July, 2017, the foregoing instrument was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, by SCOTT SHIVELY, the GENERAL MANAGER of BOB WABBS LEWIS CENTER an Ohio LLC, on behalf of the LLC.

  
Notary Public



Patricia E. Delph  
Notary Public, State of Ohio  
My Commission Expires 8-13-2018

STATE OF OHIO  
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the foregoing instrument was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, by Matthew H. Greeson, the City Manager of the City of Worthington, an Ohio municipal corporation, on behalf of the City.

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

This document prepared by:  
Pamela A. Fox  
City of Worthington Department of Law  
370 Highland Avenue  
Worthington, Ohio 43085  
(614) 880-1464