

ORDINANCE NO. 26-2018
(As Amended)

Approving the Final Plat for the Kemper House of
Worthington and Authorizing Variances (The
Griffin 105 Group, LLC)

WHEREAS, application has been made by David Hodge, Esq. on behalf of The Griffin 105 Group, LLC to subdivide a 8.75-acre tract of land located at 800 Proprietors Road; and,

WHEREAS, the request has received a complete and thorough review by the Municipal Planning Commission on May 10, 2018 and approval has been recommended by the Commission; and,

WHEREAS, Section 1107.01 of the Codified Ordinances provides that City Council may by Ordinance, permit variances from the standards established in the Planning and Zoning Code with regard to the approval of a Subdivision or Development Plan in order to afford justice and address practical difficulties to interested persons;

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

SECTION 1. That the Final Plat of the Kemper House of Worthington Subdivision, submitted by David Hodge, Esq. on behalf of The Griffin 105 Group, LLC as per Case No. SUB 02-18, Drawing No. SUB 02-18, dated April 25, 2018 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 there be and hereby is granted variances from Section 1149.02 to permit Lot #2 to be less than the required 1-acre minimum lot size and the required 200-foot of road frontage in the Restricted Light Industrial District (I-1 District).

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington Ohio.

Passed June 4, 2018

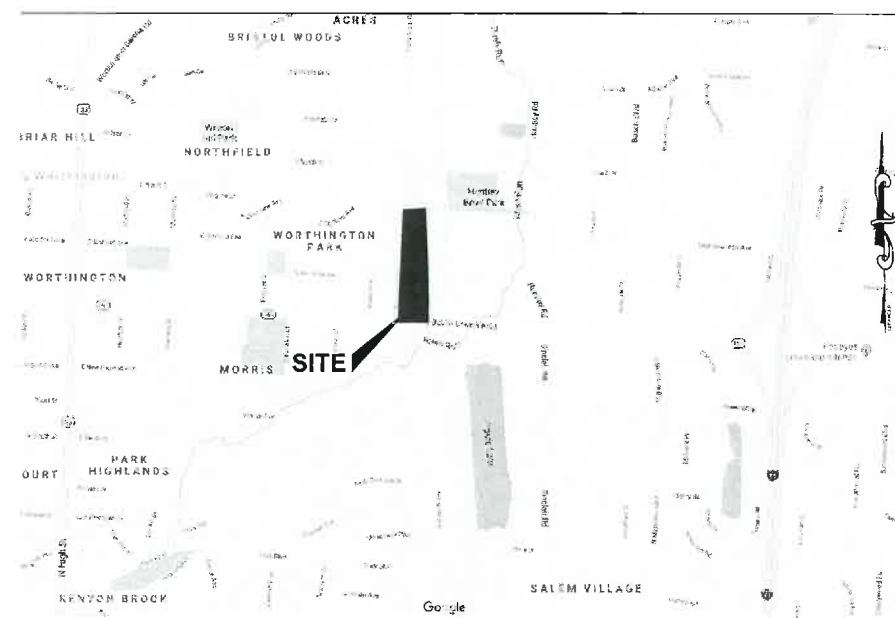
/s/ Bonnie D. Michael
President of Council

Attest:

/s/ D. Kay Thress
Clerk of Council

Introduced May 21, 2018
P.H. June 4, 2018
Effective June 27, 2018

FINAL PLAT
KEMPER HOUSE OF WORTHINGTON
QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 18, U.S.M.L.
CITY OF WORTHINGTON, FRANKLIN COUNTY, OHIO



LOCATION MAP
No Scale

Situated in State of Ohio, County of Franklin, City of Worthington, being part of Lot 76 of the Partition Plat of the Scioto Land Company, Deed Book "A", Page 194, destroyed by fire, as demonstrated in Survey Plat Book 3, Pages 136-137 (on file in the Franklin County Engineer's Office). Descriptions of said partition lots are recorded in Deed Book "A", Pages 7 & 14, and all of Potter Street as vacated by the City of Worthington in Ordinance No. 86-70 and being 5.215 acres out of that Original 7.729 acre tract of land as conveyed to 900 Proprietors LLC of record in Instrument No. 200508180168262.

The undersigned, 900 Proprietors Road LLC, being the owners of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "KEMPER HOUSE OF WORTHINGTON", a subdivision containing Lot 1 and Lot 2, and dedicates to public use, as such, part of Dublin-Granville Road (S.R. 161) and parts of Proprietors Road as represented herein to the public not heretofore dedicated.

The undersigned further agrees that any use or improvements on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations, including applicable off street parking and loading requirements of the City of Worthington, Ohio, for the benefit of itself and all other subsequent owners or assigns taking title from, under or through the undersigned.

An Easement is hereby reserved in, over and under the area designated on this plat as "Access Easement". The aforementioned designated easement area permits public access to Proprietor's Road from the adjacent parcel to the east.

In witness whereof, _____, manager of 900 Proprietors Road LLC, an Ohio limited liability company, set his/her hand this _____ day of _____, 2018, for and on behalf of said Company.

900 PROPRIETORS ROAD LLC, AN OHIO LIMITED LIABILITY COMPANY

By: _____, Manager

SURVEY DATA:

BASIS OF BEARINGS: Bearings are based on the Ohio State Plane Coordinate System South Zone, NAD83, (NSRS 2007). A bearing of N03°22'41"E was held for a portion of the easterly right-of-way line of Proprietors Road as established by GPS observation between two 3/4" iron pins found.

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

IRON PINS, where indicated, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic cap placed in the top bearing the inscription "ADVANCED". These markers shall be set following the completion of the construction/installation of the street pavement and utilities.

PERMANENT MARKERS, where indicated, are to be set and are one-inch diameter, thirty-inch long, solid iron pins, with the top end flush with the surface of the ground and then capped with an aluminum cap stamped "ADVANCED". Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities.

FEMA ZONE: At the time of platting, the subject site is in Zone X (Areas determined to be outside the 500-year floodplain.) per FEMA Flood Insurance Rate Map for Franklin County, Ohio and Incorporated Areas, Map Number 39049C0159K with an effective date of June 17, 2008. No field surveying was performed to determine these zones.

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 Set
⊙ = Permanent Marker Set
⊗ = PK Nail Set
● = Iron Pin Found
⦿ = Iron Pipe Found
⊗ = PK Nail Found
[M] = Monument Found

By Douglas R. Hock, P.S. 7661 Date

Approved this _____ day of _____, 2018
By the Municipal Planning Commission Director of Planning and Building

Approved this _____ day of _____, 2018 City Engineer, Worthington, Ohio

City Manager, Worthington, Ohio

Approved and Accepted this _____ day of _____, 2018 by ordinance no. _____, wherein the Plat shown hereon and dedication of Dublin Granville Road and Proprietors Road as shown hereon is accepted as such by the City of Worthington, Ohio.

Clerk of Council, Worthington, Ohio

Transferred this _____ day of _____, 2018 Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this _____ day of _____, 2018 at _____ .M. Recorder, Franklin County, Ohio

Fee \$ _____ File No. _____

Recorded this _____ day of _____, 2018 Deputy Recorder, Franklin County, Ohio

Plat Book _____, Page(s) _____

APPROVED
WORTHINGTON MUNICIPAL PLANNING COMMISSION
DATE 5/10/18
CLERK OF COMMISSION

CITY OF WORTHINGTON

DRAWING NO. SUB 02-18

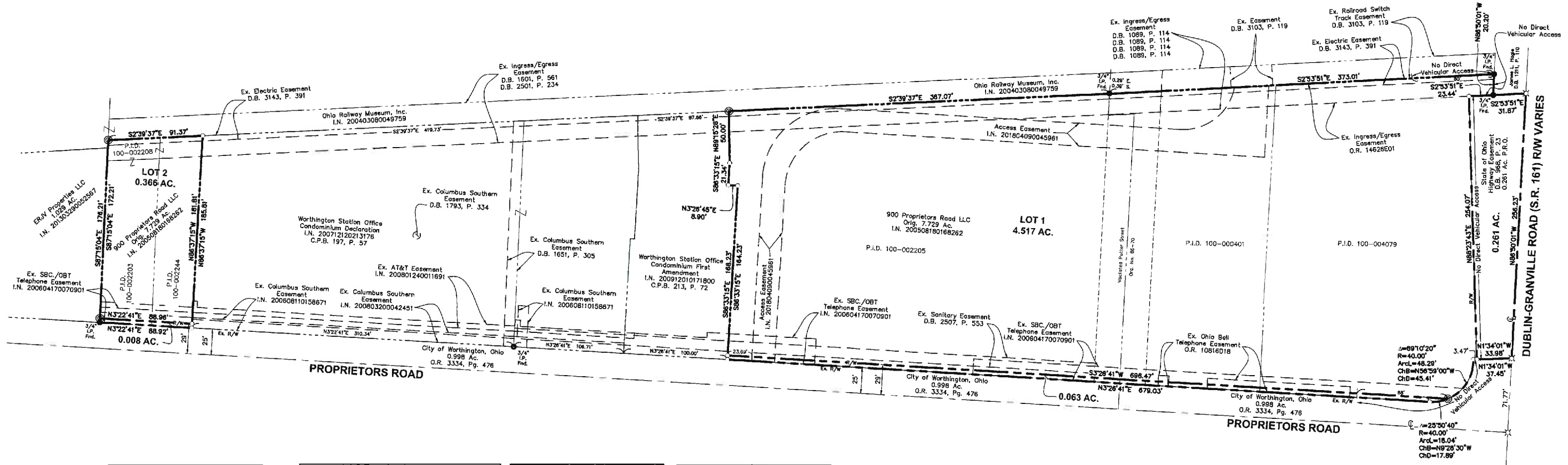
DATE 04-25-18



FINAL PLAT

KEMPER HOUSE OF WORTHINGTON

QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 18, U.S.M.L.
CITY OF WORTHINGTON, FRANKLIN COUNTY, OHIO

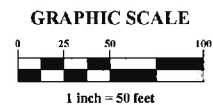



SUMMARY TABLE		
AREA	ACREAGE	SF
LOT 1	4.517	196,752
LOT 2	0.366	15,920
R/W	0.332	14,482
TOTAL	5.215	227,154

PARCEL ACREAGE BREAKDOWN	
PARCEL NO.	ACREAGE
LOT 1	4.517
100-002205	2.238
100-000401	0.892
100-004079	1.387

PARCEL ACREAGE BREAKDOWN	
PARCEL NO.	ACREAGE
LOT 2	0.366
100-002208	0.023
100-002203	0.178
100-002244	0.165

PARCEL ACREAGE BREAKDOWN	
PARCEL NO.	ACREAGE
R/W	0.332
100-004079-P.R.O.	0.261
100-004079	0.016
100-000401	0.012
100-002205	0.035
100-002244	0.003
100-002203	0.005



APPROVED
 WORTHINGTON MUNICIPAL
 PLANNING COMMISSION
 DATE 5/10/18

 CLERK OF COMMISSION

CITY OF WORTHINGTON

DRAWING NO. SUB 02-18

DATE 04-25-18



ADVANCED
 CIVIL DESIGN
 ENGINEERS SURVEYORS

422 Beecher Road
 Cahanna, Ohio 43230
 ph 614.428.7760
 fax 614.428.7765

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT is executed on this ___ day of _____, 20__, by and between _____, an Ohio _____ (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 the Kemper House of Worthington (the "Subdivision").

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration received by the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree 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, fire hydrants, and all appurtenances necessary to serve the lots in the Subdivision including taps and curb boxes available to each lot.
 - (c) Construction of an 8-foot multi-use path along the Proprietors Road frontage. The multi-use path will be located in the public right-of-way for Proprietors Road. A section of the multi-use path that is located in front of the Bicentennial Oak is not to be constructed at this time. The property owner will be responsible for the construction of this section in the future if something happens to the Bicentennial Oak. The property owner is responsible for snow removal and maintenance.
 - (d) Monuments and stakes.
 - (e) Storm sewers, including manholes, inlets and all appurtenances, and drainage improvements.
 - (f) Landscaping and screening features, and street trees along Proprietors Road and East Granville Road (SR-161) that are located in the public right-of-way shall be maintained by the property owner.

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 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.
- 16. All representations, warranties, covenants and agreements of Subdivider contained herein or made in writing in connection herewith shall survive the execution and delivery of this Agreement.

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.

CITY OF WORTHINGTON

By _____
Print Name _____
Its _____

By _____
Matthew H. Greeson, City Manager

Approved as to form:

Tom Lindsey, Director of Law
City of Worthington

[Acknowledgements contained on the following page.]

STATE OF _____
COUNTY OF _____

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 _____, the _____ of _____, an Ohio _____, on behalf of the _____.

Notary Public

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:
Tom Lindsey
City of Worthington Department of Law
374 Highland Avenue
Worthington, Ohio 43085
(614) 431-2424