



## REZONING APPLICATION

City of Columbus, Ohio • Department of Building & Zoning Services  
757 Carolyn Avenue, Columbus, Ohio 43224 • Phone: 614-645-7433 • [www.columbus.gov](http://www.columbus.gov)

OFFICE USE ONLY

Application #: 711-010/14325-00000-00134

Date Received: 3/4/14

Application Accepted By: JP, ET + SP

Fee: \$15,000.00

Comments: Assigned to Tori Proehl; 645-2749; vjproehl@columbus.gov

### LOCATION AND ZONING REQUEST:

Certified Address (for Zoning Purposes) 4956 Avery Rd Zip 43016

Is this application being annexed into the City of Columbus ☒ Yes ☐ No (circle one)

If the site is currently pending annexation, Applicant must show documentation of County Commissioner's adoption of the annexation petition.

Parcel Number for Certified Address 010-265649

☒ Check here if listing additional parcel numbers on a separate page.

Current Zoning District(s) R Requested Zoning District(s) CPD, AR1

Area Commission Area Commission or Civic Association: N/A

Proposed Use or reason for rezoning request: Commercial & Residential future uses. Preserve existing Comm'l along Hayden Run (continue on separate page if necessary)

Proposed Height District: 360 Acreage 108.09

(Columbus City Code Section 3309.14)

### APPLICANT:

Name DCR Commercial Development c/o Laura Macgregor Comek  
Address 500 S. Front St., 12th fl City/State Cols, Oh Zip 43215  
Phone # 614 229 4557 Fax # 229 4557 Email laura@cbglawyers.com

### PROPERTY OWNER(S):

Name Tim White c/o Laura Macgregor Comek  
Address same as above City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email \_\_\_\_\_  
☒ Check here if listing additional property owners on a separate page

### ATTORNEY / AGENT

(CHECK ONE IF AVAILABLE)

☐ Attorney

☐ Agent

Name Laura Macgregor Comek, Esq  
Address 500 S. Front St., 12th fl City/State Cols, Oh Zip 43215  
Phone # 229 4557 Fax # 229 4557 Email laura@cbglawyers.com

### SIGNATURES (ALL SIGNATURES MUST BE PROVIDED AND SIGNED IN BLUE INK)

APPLICANT SIGNATURE

PROPERTY OWNER SIGNATURE

ATTORNEY / AGENT SIGNATURE

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that the City staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me/my firm/etc. may delay the review of this application.

PLEASE NOTE: incomplete information will result in the rejection of this submittal.

Applications must be submitted by appointment. Call 614-645-4522 to schedule.

Please make all checks payable to the Columbus City Treasurer

Revised 11/12 tmt

214-010

Parcels/Owner Listing:

010-265650 (White Family Farm Ltd)

010-265649 (White Family Farm Ltd)

272-000064 (Tim White owner, annexation pending)

272-000444 (Tim White owner, annexation pending)



## REZONING APPLICATION

City of Columbus, Ohio • Department of Building & Zoning Services  
757 Carolyn Avenue, Columbus, Ohio 43224 • Phone: 614-645-7433 • [www.columbus.gov](http://www.columbus.gov)

### AFFIDAVIT

(See instruction sheet)

APPLICATION #

714-010

STATE OF OHIO  
COUNTY OF FRANKLIN

Being first duly cautioned and sworn (1) NAME  
of (1) MAILING ADDRESS

Laura MacGregor Cornick

500 S. Front St., 12th fl. Columbus, OH 43215

deposed and states that (he/she) is the applicant, agent, or duly authorized attorney for same and the following is a  
list of the name(s) and mailing address(es) of all the owners of record of the property located at

(2) CERTIFIED ADDRESS FOR ZONING PURPOSES

4956 Greeng Rd.

for which the application for a rezoning, variance, special permit or graphics plan was filed with the Department of Building  
and Zoning Services, on (3)

(THIS LINE TO BE FILLED OUT BY CITY STAFF)

SUBJECT PROPERTY OWNERS NAME  
AND MAILING ADDRESS

☒ Check here if listing additional property owners  
on a separate page.

(4) Tim White

c/o Laura MacGregor Cornick

500 S. Front St., 12th fl.

Columbus, Ohio 43215

APPLICANT'S NAME AND PHONE #  
(same as listed on front of application)

DCR Commercial Development  
c/o Laura MacGregor Cornick, ESQ  
614 229 4557

AREA COMMISSION OR CIVIC GROUP  
AREA COMMISSION ZONING CHAIR OR  
CONTACT PERSON AND ADDRESS

(5)

N/A

and that the attached document (6) is a list of the names and complete mailing addresses, including zip codes, as  
shown on the County Auditor's Current Tax List or the County Treasurer's Mailing List, of all the owners of  
record of property within 125 feet of the exterior boundaries of the property for which the application was filed, and  
all of the owners of any property within 125 feet of the applicant's or owner's property in the event the applicant or  
the property owner owns the property contiguous to the subject property(7)

SIGNATURE OF AFFIANT

Subscribed to me in my presence and before me this

(8)

4th

day of

March

, in the year

2014

SIGNATURE OF NOTARY PUBLIC

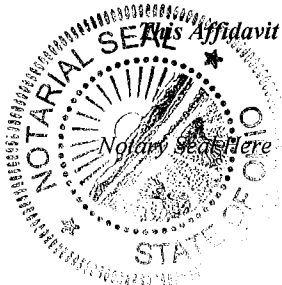
(8)

Carola Stewart

My Commission Expires:

CAROLA A. STEWART  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 06/28/2014

This Affidavit expires six months after date of notarization.



**PLEASE NOTE:** incomplete information will result in the rejection of this submittal.  
Applications must be submitted by appointment. Call 614-645-4522 to schedule.  
Please make all checks payable to the Columbus City Treasurer



## REZONING APPLICATION

City of Columbus, Ohio • Department of Building & Zoning Services

757 Carolyn Avenue, Columbus, Ohio 43224 • Phone: 614-645-7433 • [www.columbus.gov](http://www.columbus.gov)

### PROJECT DISCLOSURE STATEMENT

Parties having a 5% or more interest in the project that is the subject of this application.

**THIS PAGE MUST BE FILLED OUT COMPLETELY AND NOTARIZED.** Do not indicate 'NONE' in the space provided.

APPLICATION # 714-010

STATE OF OHIO  
COUNTY OF FRANKLIN

Being first duly cautioned and sworn (NAME)

of (COMPLETE ADDRESS) Laura MacGregor Comeh, Esq.

500 State St., 12th Fl., Columbus, Ohio 43215  
deposes and states that (he/she) is the APPLICANT, AGENT or DULY AUTHORIZED ATTORNEY FOR SAME and the following is a list of all persons, other partnerships, corporations or entities having a 5% or more interest in the project which is the subject of this application in the following format:

Name of business or individual  
Business or individual's address  
Address of corporate headquarters  
City, State, Zip  
Number of Columbus based employees  
Contact name and number

1. <u>DCR Commercial Development, LLC</u> <u>10104 Brewster Ln. Suite 100</u> <u>Powell, Ohio 43065</u> # employees: <u>0</u> attn: <u>DAVID RUMA 614 505 6193</u>	2. <u>Tim White &amp; White Family Farms Ltd.</u> <u>5730 Hayden Run Rd.</u> <u>Hilliard, Ohio 43026</u> # employees: <u>0</u>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

☐ Check here if listing additional parties on a separate page.

SIGNATURE OF AFFIANT

Subscribed to me in my presence and before me this 4th day of March, in the year 2014

SIGNATURE OF NOTARY PUBLIC

My Commission Expires:

Carol A. Stewart

CAROL A. STEWART  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 06/28/2014

*This Project Disclosure Statement expires six months after date of notarization.*

**PLEASE NOTE:** incomplete information will result in the rejection of this submittal.  
Applications must be submitted by appointment. Call 614-645-4522 to schedule.  
Please make all checks payable to the Columbus City Treasurer



# City of Columbus Zoning Plat



714-010

## ZONING NUMBER

The Zoning Number Contained on This Form  
is Herein Certified to Obtain Zoning, Rezoning,  
and Variances, and is NOT to be Used for  
the Securing of Building & Utility Permits

Parcel ID: 010265649

Zoning Number: 4956

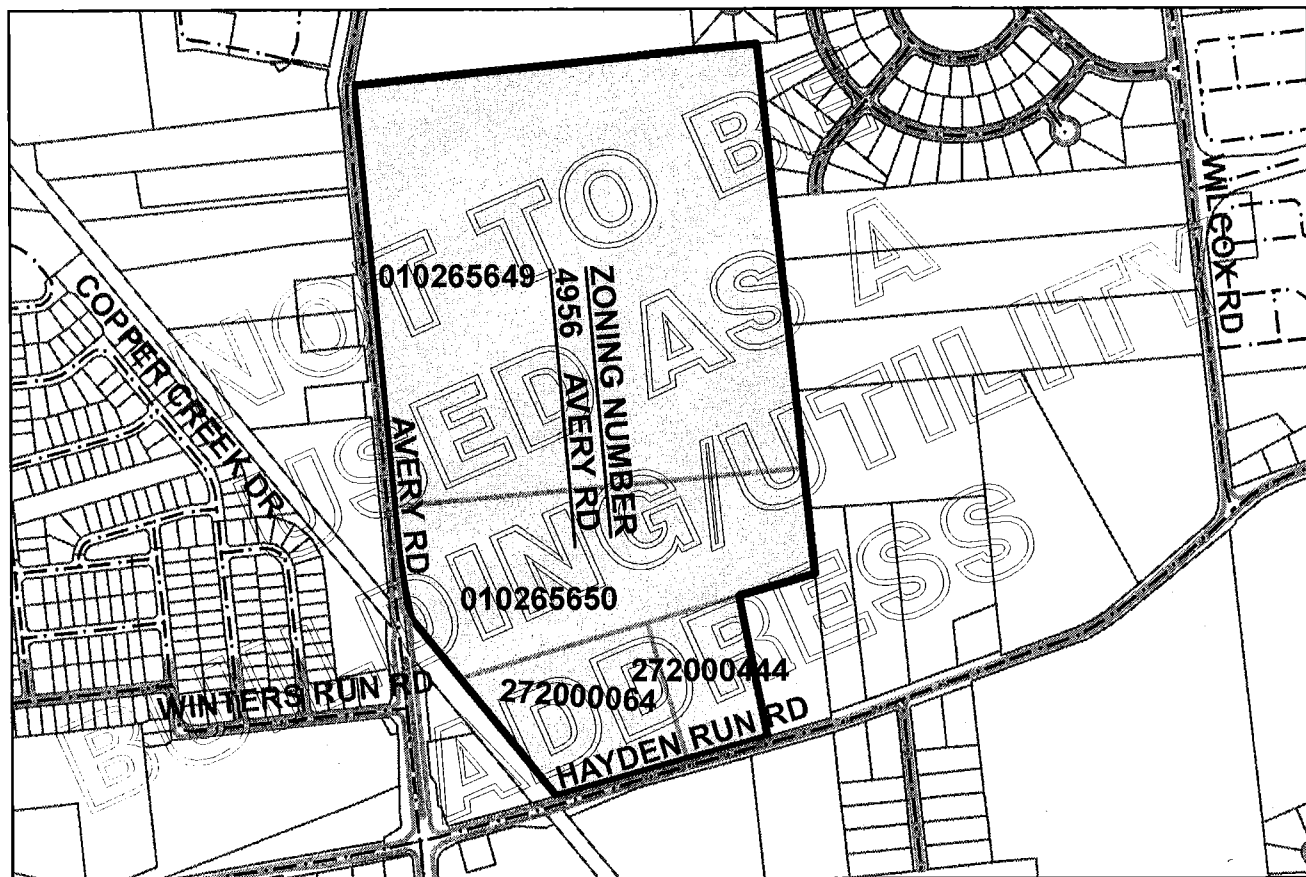
Street Name: AVERY RD

Lot Number N/A

Subdivision: N/A

Requested By: CRABBE, BROWN & JAMES LLP (LAURA M. COMEK)

Issued By: Laura M. Comek Date: 2/25/2014



SCALE: 1 inch = 800 feet



PATRICIA A. AUSTIN, P.E., ADMINISTRATOR  
DIVISION OF PLANNING AND OPERATIONS  
COLUMBUS, OHIO

GIS FILE NUMBER: 17736

Avery Road Columbus LLC  
1311 Autumn Hill Drive  
Columbus, Ohio 43235

Russian Baptist Church  
5027 Avery Road  
Dublin, Ohio 43016

Mohamad Daneshmand  
Roya S. Daneshmand  
6879 Roundwood Court  
Dublin, Ohio 43016

Peak Property Management  
600 Stonehenge Parkway, 2<sup>nd</sup> Floor  
Dublin, Ohio 43017

Wolpert Enterprises, Ltd  
2592 Canterbury Road  
Columbus, Ohio 43221

Hilliard City School District  
5323 Cemetery Road  
Hilliard, Ohio 43026

New York Central Lines  
Tax Department  
500 Water Street (0-910)  
Jacksonville, Florida 32202

Barbara Trueman  
5490 Hayden Run Road  
Hilliard, Ohio 43026

Yasuhiro Fukushima  
5023 Silver Saddle Court  
Dublin, Ohio 43016

Abdi Hared  
Abla Dudi  
5015 Silver Saddle Court  
Dublin, Ohio 43016

Moazzam Khan  
Erum M. Khan  
5016 Silver Saddle Court  
Dublin, Ohio 43016

Sameh M. Ayoub  
Jalitzia L. Ayoub  
5024 Silver Saddle Court  
Dublin, Ohio 43016

Iarith Alkatib  
1129 Silver Woods Lane  
Dublin, Ohio 43016

Abdirahman M. Hersi  
5123 Silver Woods Lane  
Dublin, Ohio 43016

Wasan Al-Joudi  
5115 Silver Woods Lane  
Dublin, Ohio 43016

Ronald L. Kazmerzak  
Jeryl L. Kazmerzak  
5107 Silver Woods Lane  
Dublin, Ohio 43016

John R. Kashubeck  
4949 Amber Lane  
Dublin, Ohio 43016

Hamza Mohamed Hassan  
4937 Amber Lane  
Dublin, Ohio 43016

Mohd A. Aburayyan  
Safa B. Aburayyan  
4931 Amber Lane  
Dublin, Ohio 43016

Laith Sawalha  
Dana Cubic Sawalha  
4921 Amber Lane  
Dublin, Ohio 43016

Cathy A. Lindamood  
5637 Hayden Run Road  
Hilliard, Ohio 43026

Gary Moore  
5801 Hayden Run Road  
Hilliard, Ohio 43026

Steven L. Tod Stalnaker  
4800 Avery Road  
Dublin, Ohio 43016

Robert N. Steensen  
Suzanne B. Steensen  
5638 Hayden Run Road  
Hilliard, Ohio 43026

Marcia S/TR Hollmeyer, et al.  
4977 Avery Road  
Dublin, Ohio 43016

Steven L. Stalnaker  
4800 Avery Road  
Dublin, Ohio 43016

Dawn D. Waldecker  
5017 Avery Road  
Dublin, Ohio 43016

714-010

Dawna Williams  
Gary Alan Smith  
5007 Avery Road  
Dublin, Ohio 43016

Otis Bates, Jr.  
Pamela J. Seely  
4937 Avery Road  
Dublin, Ohio 43016

Tarek M. Moussa  
5055 Avery Road  
Dublin, Ohio 43016

W. Heath Elliott  
Stacy E. Elliott  
5067 Avery Road  
Dublin, Ohio 43016

Steven Stalnaker  
4800 Avery Road  
Dublin, Ohio 43016

Homewood Corporation  
c/o Jim Lipnos  
2700 E. Dublin Granville Road  
Columbus, Ohio 43231

Columbus Metropolitan Housing  
Authority  
880 E. 11<sup>th</sup> Avenue  
Columbus, Ohio 43211

Attorney For Owner  
Laura MacGregor Comek, Esq.  
Crabbe Brown & James, LLP  
500 South Front Street, Suite 1200  
Columbus, Ohio 43215

Owner  
White Family Farm Ltd  
5730 Hayden Run Road  
Hilliard, Ohio 43026

Owner  
Tim A. White  
5730 Hayden Run Road  
Hilliard, Ohio 43026

report.var

CLARENCE E MINGO II  
FRANKLIN COUNTY AUDITOR

DATE : FEB 25, 2014

Address: AVERY RD



714-010

report.var  
Mail To: PEAK PROPERTY MANAGEMENT  
: 600 STONEHENGE PKWY 2NDFL  
: DUBLIN, OH 43017

010-276717 \* Owner: HAYDENS CROSSING SOUTH MASTER ASSOCIATION  
Address: AVERY RD  
Mail To: PEAK PROPERTY MANAGEMENT  
: 600 STONEHENGE PKWY 2NDFL  
: DUBLIN, OH 43017

PRK58\_MMPC301 Page 1<sup>9</sup>

CLARENCE E MINGO II

FRANKLIN COUNTY AUDITOR

Report of parcels touching irregular area

DATE : FEB 25, 2014

050-003031 \* Owner: WOLPERT ENTERPRISES LTD  
Address: HAYDEN RUN RD  
Mail To: WOLPERT ENTERPRISES LTD  
: 2592 CANTERBURY RD  
: COLUMBUS OH 43221

050-003034 \* Owner: BOARD OF EDUCATION OF THE SCIOTO DARBY CITY SD  
Address: 5100 DAVIDSON RD  
Mail To: HILLIARD CITY SCHOOL  
: DISTRICT  
: 5323 CEMETERY RD  
: HILLIARD, OH 43026

050-003195 \* Owner: NEW YORK CENTRAL LINES LLC  
Address:  
Mail To: NEW YORK CENTRAL LINES  
: TAX DEPT  
: 500 WATER ST (J-910)  
: JACKSONVILLE, FL 32202

050-009941 \* Owner: TRUEMAN BARBARA NORTHERN TRUST COMPANY TR  
Address: HAYDEN RD  
Mail To: BARBARA TRUEMAN  
: 5490 HAYDEN RUN RD  
: HILLIARD, OH 43026

050-009942 \* Owner: TRUEMAN BARBARA NORTHERN TRUST COMPANY TR  
Address: WILCOX RD  
Mail To: BARBARA TRUEMAN  
: 5490 HAYDEN RUN RD  
: HILLIARD, OH 43026

050-009951 \* Owner: TRUEMAN BARBARA NORTHERN TRUST COMPANY TR  
Address: WILCOX RD  
Mail To: BARBARA TRUEMAN  
: 5490 HAYDEN RUN RD  
: HILLIARD, OH 43026

050-009956 \* Owner: TRUEMAN BARBARA NORTHERN TRUST COMPANY TR  
Address: 4986 WILCOX RD  
Mail To: BARBARA TRUEMAN  
: 5490 HAYDEN RUN RD  
: HILLIARD, OH 43026

PRK58\_MMPC301 Page 2<sup>9</sup>

CLARENCE E MINGO II

Page 2

714-010

report.var

FRANKLIN COUNTY AUDITOR

Report of parcels touching irregular area

DATE : FEB 25, 2014

050-009970      Owner: FUKUSHIMA YASUHIRO  
 Address: 5023 SILVER SADDLE CT  
 Mail To: CHASE HOME FINANCE LLC  
           : 1 CORELOGIC DR  
           : WESTLAKE, TX 76262

050-009971      Owner: HARED ABDI DUDI ABLA  
 Address: 5015 SILVER SADDLE CT  
 Mail To: US BANCORP SRV PROVIDERS  
           : 6053 S FASHION SQ DR  
           : MURRAY, UT 84107

050-009972      Owner: KHAN MOAZZAM KHAN ERUM M  
 Address: 5016 SILVER SADDLE CT  
 Mail To: BANKERS GUAR TITLE & TR  
           : 2872 W MARKET ST  
           : PO BOX 5182  
           : FAIRLAWN, OH 44334

050-009973      Owner: AYOUB SAMEH M AYOUB JALITZA L  
 Address: 5024 SILVER SADDLE CT  
 Mail To: SAMEH M AYOUB  
           : JALITZA AUOUB  
           : 5024 SILVER SADDLE CT  
           : DUBLIN OH                   43016

050-009981      Owner: ALKATIB HARITH  
 Address: 5129 SILVER WOODS LN  
 Mail To: WELLS FARGO REAL ESTATE  
           : MAC X2302-04D  
           : 1 HOME CAMPUS  
           : DES MOINES, IA 50328

050-009994      Owner: HERSI ABDIRAHMAN M  
 Address: SILVER WOODS LN  
 Mail To: ABDIRAHMAN M HERSI  
           : 5123 SILVER WOODS LN  
           : DUBLIN OH                   43016

PRK58\_MMPC301      Page 3

CLARENCE E MINGO II

FRANKLIN COUNTY AUDITOR

Report of parcels touching irregular area

DATE : FEB 25, 2014

050-009995      Owner: AL-JOUDI WASAN  
 Address: 5115 SILVER WOODS LN  
 Mail To: WASAN AL-JOUDI  
           : 5115 SILVER WOODS LN  
           : DUBLIN OH                   43016

050-009996      Owner: KAZMERZAK RONALD L KAZMERZAK JERYL L  
 Address: 5107 SILVER WOODS LN  
 Mail To: WELLS FARGO REAL ESTATE  
           : MAC X2302-04D  
           : 1 HOME CAMPUS  
           : DES MOINES, IA 50328

050-010159      Owner: KASHUBECK JOHN R MOBIN-UDDIN ASMA  
 Address: 4949 AMBER LN

report.var

Mail To: JOHN R KASHUBECK  
 : 4949 AMBER LN  
 : DUBLIN OH 43016

050-010160 Owner: KHOUJA FATMA HAMZA MOHAMED HASSAN  
 Address: 4937 AMBER LN  
 Mail To: FATMA KHOUJA  
 : HAMZA MOHAMED HASSAN  
 : 4937 AMBER LN  
 : DUBLIN OH 43016

050-010161 Owner: ABURAYYAN MOHD A ABURAYYAN SAFA B  
 Address: 4931 AMBER LN  
 Mail To: WELLS FARGO REAL ESTATE  
 : MAC X2302-04D  
 : 1 HOME CAMPUS  
 : DES MOINES, IA 50328

050-010162 Owner: SAWALHA LAITH CUBIC-SAWALHA DANA  
 Address: 4921 AMBER LN  
 Mail To: LAITH SAWALHA  
 : DANA CUBIC SAWALHA  
 : 4921 AMBER LN  
 : DUBLIN OH 43016

PRK58\_MMPC301 Page 4\*

CLARENCE E MINGO II

FRANKLIN COUNTY AUDITOR

Report of parcels touching irregular area

DATE : FEB 25, 2014

200-000192 \* Owner: LINDAMOOD CATHY A  
 Address: 5637 HAYDEN RUN RD  
 Mail To: LINDAMOOD CATHY A  
 : 5637 HAYDEN RUN RD  
 : HILLIARD OH 43026

200-000206 \* Owner: WHITE TIM A  
 Address: 5689 HAYDEN RUN RD  
 Mail To: WHITE TIM A  
 : ET AL 2  
 : 17200 WALDO RD  
 : MARYSVILLE OH 43040

200-000228 \* Owner: NEW YORK CENTRAL LINES LLC  
 Address: 7874 DAVIDSON RD  
 Mail To: NEW YORK CENTRAL LINES  
 : TAX DEPT  
 : 500 WATER ST (J-910)  
 : JACKSONVILLE, FL 32202

200-000484 \* Owner: MOORE GARY R TR MOORE CYNTHIA L TR  
 Address: 5801 HAYDEN RUN RD  
 Mail To: GARY MOORE  
 : 5801 HAYDEN RUN RD  
 : HILLIARD OH 43026

272-000064 \* Owner: WHITE TIM A  
 Address: 5730 HAYDEN RUN RD  
 Mail To: TIM A WHITE  
 : 5730 HAYDEN RUN RD  
 : HILLIARD OH 43026

714-010

report.var

272-000149 \* Owner: NEW YORK CENTRAL LINES LLC  
Address:  
Mail To: NEW YORK CENTRAL LINES  
: TAX DEPT  
: 500 WATER ST (J-910)  
: JACKSONVILLE, FL 32202

PRK58\_MMPC301 Page 59

CLARENCE E MINGO II

FRANKLIN COUNTY AUDITOR

Report of parcels touching irregular area

DATE : FEB 25, 2014

272-000193 \* Owner: STALNAKER STEVEN L TOD  
Address: 4800 AVERY RD  
Mail To: CITIZENS BANKING COMPANY  
: PO BOX 5016  
: SANDUSKY, OH 44871

272-000203 Owner: STEENSEN ROBERT N & SUZANNE B  
Address: 5638 HAYDEN RUN RD  
Mail To: ROBERT N STEENSEN  
: SUZANNE B STEENSEN  
: 5638 HAYDEN RUN RD  
: HILLIARD OH 43026

272-000279 \* Owner: HOLLMEYER MARCIA S TR ET AL  
Address: 4977 AVERY RD  
Mail To: LEONA M SPANNER  
: 5800 GRIFFITHS LN  
: POWELL OH 43065

272-000380 \* Owner: STALNAKER STEVEN L  
Address: 5620 HAYDEN RUN RD  
Mail To: STEVEN L STALNAKER  
: 4800 AVERY RD  
: DUBLIN OH 43016

272-000444 \* Owner: WHITE TIM A TOD  
Address: 5700 HAYDEN RUN RD  
Mail To: TIM A WHITE TOD  
: 17200 WALDO RD  
: MARYSVILLE OH 43040

272-000478 \* Owner: WALDECKER DAWN D  
Address: 5017 AVERY RD  
Mail To: STONEGATE MORTGAGE CORP  
: 157 S MAIN ST  
: MANSFIELD, OH 44901

272-000479 \* Owner: WILLIAMS DAWNA L SMITH GARY ALAN  
Address: 5007 AVERY RD  
Mail To: DAWNA WILLIAMS  
: GARY ALAN SMITH  
: 5007 AVERY RD  
: DUBLIN OH 43016

PRK58\_MMPC301 Page 60

CLARENCE E MINGO II

FRANKLIN COUNTY AUDITOR

Report of parcels touching irregular area

DATE : FEB 25, 2014

272-000480 \* Owner: BATES OTIS JR SEELY PAMELA J  
Address: 4987 AVERY RD  
Mail To: HOMESELECT MONITORING SRV  
: 1 CORELOGIC DR  
: WESTLAKE, TX 76262

272-000493 \* Owner: STALNAKER STEVEN L TOD  
Address: 4997 AVERY RD  
Mail To: WELLS FARGO REAL ESTATE  
: MAC X2302-04D  
: 1 HOME CAMPUS  
: DES MOINES, IA 50328

272-000497 \* Owner: MOUSSA TAREK M  
Address: 5055 AVERY RD  
Mail To: FLAGSTAR BANK  
: 1 CORELOGIC DR DFW 5-2  
: WESTLAKE, TX 76262

272-000498 \* Owner: ELLIOTT W HEATH & STACY E  
Address: 5067 AVERY RD  
Mail To: QUICKEN LOANS  
: ATTN: CHRISTY COOK  
: 20555 VICTOR PKWY FL 1  
: LIVONIA, MI 48152

272-000629 \* Owner: MOUSSA TAREK M  
Address: AVERY RD  
Mail To: TAREK M MOUSSA  
: 122 SENECA DR  
: MARIETTA OH 45750

272-000631 \* Owner: STALNAKER STEVEN L  
Address: AVERY RD  
Mail To: STEVEN STALNAKER  
: 4800 AVERY RD  
: DUBLIN OH 43016

274-000137 \* Owner: HOMEWOOD CORP  
Address: 5215 AVERY RD  
Mail To: HOMEWOOD CORPORATION  
: 2700 E DUBLIN GRANVILLE  
: COLUMBUS, OHIO 43231

PRK58\_MMPC301 Page 7

CLARENCE E MINGO II

FRANKLIN COUNTY AUDITOR

Report of parcels touching irregular area

DATE : FEB 25, 2014

274-001504 \* Owner: COLUMBUS METROPOLITAN HOUSING AUTHORITY  
Address: AVONDALE WOODS BL  
Mail To: COLUMBUS METROPOLITAN  
: HOUSING AUTHORITY  
: 880 E 11TH AVE  
: COLUMBUS, OH 43211

274-001505 \* Owner: COLUMBUS METROPOLITAN HOUSING AUTHORITY  
Address: AVERY RD  
Mail To: COLUMBUS METROPOLITAN  
: HOUSING AUTHORITY  
: 880 E 11TH AVE  
: COLUMBUS, OH 43211

714-010

report.var

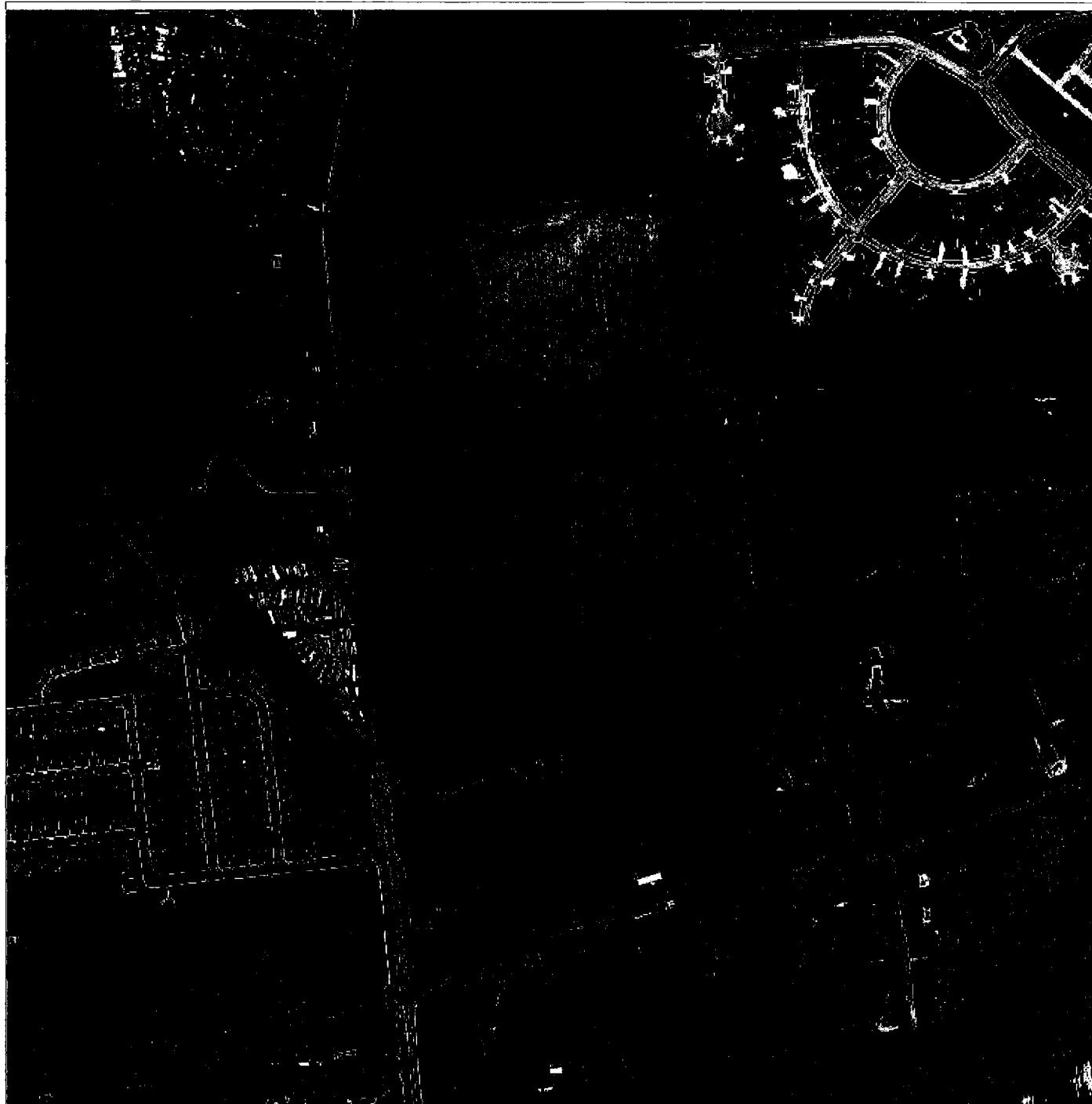
274-001522      Owner: COLUMBUS METROPOLITAN HOUSING AUTHORITY  
Address: AVONDALE WOODS BL  
Mail To: RED MORTGAGE CAPITAL INC  
         : LOAN SVC & ASSET MGMT  
         : 1717 MAIN ST FL 10  
         : DALLAS ,TX 75

PRK58\_MMPC301    Page 8

714-010



# CLARENCE E MINGO II FRANKLIN COUNTY AUDITOR

**MAP ID: C****DATE: 2/25/14**

ORTHOPHOTOGRAPHY DATE 2011

Disclaimer

Scale = 600

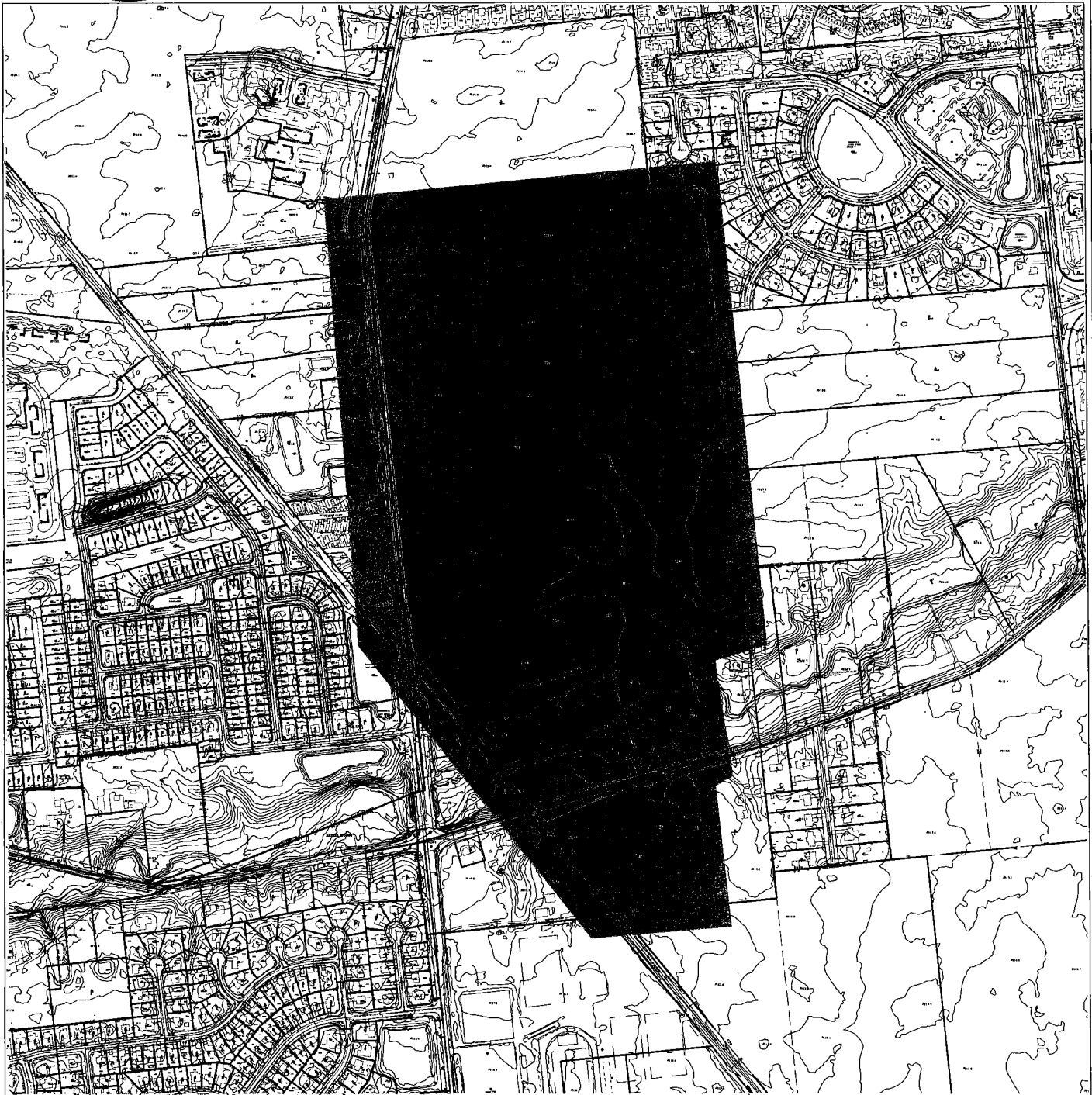


This map is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be consulted for verification of the information contained on this map. The county and the mapping companies assume no legal responsibilities for the information contained on this map. Please notify the Franklin County GIS Division of any discrepancies.

Real Estate / GIS Department



# CLARENCE E MINGO II FRANKLIN COUNTY AUDITOR

**MAP ID: C****DATE: 2/25/14****Disclaimer****Scale = 758'**

This map is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be consulted for verification of the information contained on this map. The county and the mapping companies assume no legal responsibilities for the information contained on this map. Please notify the Franklin County GIS Division of any discrepancies.

**Real Estate / GIS Department**



Resolution No. 0109-14

February 11, 2014

**Review of Petition to Annex 14.7 +/- acres from Washington Township to the city of Columbus by Laura MacGregor Comek, Esq. Case #ANX-EXP1-03-14 (Economic Development & Planning)**

**WHEREAS**, an Expedited Type 1 annexation petition was filed by Laura MacGregor Comek, Esq., on behalf of Tim A. White, with the Franklin County Economic Development and Planning Department on January 28, 2014, and

**WHEREAS**, the petitioner requests that the Commissioners of Franklin County, State of Ohio, proceed in accordance with Section 709.022 of the Revised Code in granting the petition, and having considered all the facts and references thereto, being fully advised, and

**WHEREAS**, the Commissioners make the following findings based upon the exhibits and testimony presented at the review of this matter:

1. The petition has met all the requirements set forth in, and was filed in the manner provided in, section 709.022 of the Revised Code.
2. The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all of the owners of real estate in that territory.
3. The territory proposed for annexation has an accurate legal description and map of the area to be annexed.
4. The township and the municipal corporation to which annexation is proposed have agreed to an Annexation Agreement passed by Washington Township and the city of Columbus on June 1, 2011.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:**

That, in accordance with the findings made in the preamble, which are incorporated herein, the prayer of the Petition be *approved*, and the territory sought to be annexed by the petition filed herein *shall* be annexed to the city of Columbus, Ohio, in accordance with the law; that the orders and proceedings of this board relating to the Petition, and map and description attached thereto, and all papers on file relating to this matter be *certified true and correct* by the Clerk of Council, city of Columbus, Ohio.

**CERTIFIED TRUE COPY**  
 By: Laura MacGregor Comek Date: 2/13/2014  
 Franklin County Economic Development  
 & Planning Department

Resolution No. 0109-14

February 11, 2014

**Review of Petition to Annex 14.7+/- acres from Washington  
Township to the city of Columbus by Laura MacGregor Comek, Esq.  
Case #ANX-EXP1-03-14 (Economic Development & Planning)**

Prepared by: D. Anthony Hray

C: Economic Development & Planning Department

**SIGNATURE SHEET**

Resolution No. 0109-14

February 11, 2014

**REVIEW OF PETITION TO ANNEX 14.7+/- ACRES FROM WASHINGTON  
TOWNSHIP TO THE CITY OF COLUMBUS BY LAURA MACGREGOR COMEK,  
ESQ. CASE #ANX-EXP1-03-14**

**(Economic Development and  
Planning)**

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner John  
O'Grady:

**Voting:**

**Marilyn Brown, President  
Paula Brooks  
John O'Grady**

**Aye  
Aye  
Aye**

**Board of County Commissioners  
Franklin County, Ohio**

**CERTIFICATE OF CLERK**

**IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript  
of a resolution acted upon by the Board of County Commissioners, Franklin  
County, Ohio on the date noted above.**



---

**Shannon Z Cross, Clerk  
Board of County Commissioners  
Franklin County, Ohio**



Commissioner Marilyn Brown · Commissioner Paula Brooks · Commissioner John O'Grady  
President

Economic Development & Planning Department  
James Schimmer, Director

### RESOLUTION SUMMARY

REVIEW OF PETITION TO ANNEX  
14.7 +/- ACRES FROM  
WASHINGTON TOWNSHIP  
TO THE CITY OF COLUMBUS  
BY LAURA MACGREGOR COMEK, ESQ.

**Description:**

Attached is a resolution to consider the annexation of 14.7-acres, more or less, from Washington Township to the city of Columbus. The petition case number is ANX-EXP1-03-14.

**Applicant:**

Tim A. White

**Attorney:**

Laura MacGregor Comek, Esq.

**Site:**

5700 & 5730 Hayden Run Road (Parcel #272-000064 and #272-000444)

**Additional Information:**

The site is contiguous to the city of Columbus on one side. The proposal does not include the right-of-way of Hayden Run Road.

**Analysis:**

The applicant has met all statutory requirements outlined in Section 709.022 of the Ohio Revised Code. The applicant has provided a certified copy of the Annexation Agreement between Washington Township and the city of Columbus.

**Recommendation:**

Pending any questions, staff would request your approval of this annexation.

714-010



**Commissioners**  
 Marilyn Brown, President  
 Paula Brooks  
 John O'Grady

**Economic Development & Planning Department**  
 James Schimmer, Director

Application for

# Annexation Petition

Expedited Type 1  
 Consent of all parties

**RECEIVED**

JAN 28 2014

**Property Information**

Site Address <b>5700 &amp; 5730 Hayden Run Rd.</b>	
Parcel ID(s) <b>272-000064 &amp; 000444</b>	Total Acreage <b>14.7 +/- ac.</b>
From Township <b>Washington Twp</b>	To Municipality <b>Columbus</b>

Franklin **Sign/Use Only**  
 Case #

**ANX-EXP1**  
**03-14**

Journal date (next regular session):

**2/11/14**

Date filed:

**1/28/14**

Fee paid

**250.00**

Receipt #

**1927**

- Notifications not required
- Service Ord. not required
- Public hearing not required

**Property Owner Information**

Name <b>Tim A. White</b>	
Address <b>5700 Hayden Run Rd. Hilliard, OH 43026</b>	
Phone # <b>614 229 4557</b>	Fax # <b>614 229 4559</b>
Email <b>laura@cbjlawyers.com</b>	

**Document Submission**

The following documents must  
 accompany this application  
 on letter-sized 8 1/2" x 11" paper:

- ☒ Legal description of property
- ☒ Map/plot of property
- ☒ List of adjacent properties
- ☒ Certified copy of CEDA or annexation agreement

**Attorney/Agent Information**

Name <b>Laura MacGregor Comeki, Esq.</b>	
Address <b>500 S. Front St., 12th Fl. Columbus, OH 43215</b>	
Phone # <b>614 229 4557</b>	Fax # <b>614 229 4559</b>
Email <b>laura@cbjlawyers.com</b>	

**Waiver of Right to Appeal**

The undersigned hereby request/s the Board of County Commissioners follow O.R.C. §709.022 in consideration of this petition.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS.**

**THERE IS ALSO NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.**

Property Owner

Date

Property Owner

Date

Property Owner

Date

Property Owner

Date

**PETITION FOR ANNEXATION OF 14.7+/- ACRES  
FROM WASHINGTON TOWNSHIP TO THE CITY OF COLUMBUS, OHIO**

To the Board of Commissioners of Franklin County, State of Ohio:

Now comes the undersigned Petitioners, being the sole owner of certain real property situated in the County of Franklin, Township of Washington, which property is contiguous and adjacent to the City of Columbus, to wit, see the legal description attached hereto as Exhibit "A."

There is one (1) owner of real estate in the territory sought to be annexed.

The territory sought to be annexed with this Petition has a total perimeter boundary of 3389 feet, a minimum of which 1219 feet (39%) is contiguous to the City of Columbus. An accurate map approved by the Franklin County Engineer is attached hereto and made a part of this Petition as Exhibit "B."

No island of unincorporated area is being created by this annexation.

The undersigned Petitioner requests that said real property be annexed to the City of Columbus, in accordance with the statutes of the State of Ohio, specifically §709.021 and §709.022, as a "Type One" expedited proceeding. A certified copy of the Annexation Agreement entered into between Washington Township and the City of Columbus is attached hereto and made part hereof as Exhibit "C."

Crabbe, Brown & James, LLP, 500 S. Front St., 12<sup>th</sup> Fl., Columbus, Ohio, 43215, is hereby authorized to act as Agent for the Petitioners in securing such annexation. Said Petitioners' Agent is hereby authorized to make any or all amendments and/or deletions to the Petition, map, plat or description which, in their absolute and complete discretion, are proper under the circumstances then existing. In addition, the Petitioners' Agent is authorized to make such amendments and/or deletions to the Petition, map, plat or description in order to correct any discrepancy or mistake noted by the County Engineer, or other, in their examination of the Petition, map, plat or description. Amendments to correct the map, plat or description may be made by the presentation of an amended map, plat or description to the Board of County Commissioners on, before or after the date set for hearing of this Petition.

**RECEIVED**

JAN 28 2014

ANX-EXP 1-03-14

Franklin County Planning Department  
Franklin County, Ohio

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OR ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

By: Jim White  
Title: Owner

Date: January 14, 2014

\*Owner of Parcel Nos.: 272-000064 and 272-000444,  
situated at 5700 and 5730 Hayden Run Rd.

714-010

**RECEIVED**

OCT 29 2013

Franklin County Engineer  
Dean C. Ringle, P.E., P.S.PROPOSED ANNEXATION  
14.7 +/- ACRESANNEXATION  
PLAT & DESCRIPTION  
ACCEPTABLE  
DEAN C. RINGLE, P.E., P.S.  
FRANKLIN COUNTY ENGINEER  
By BB Date 10/29/13

FROM: WASHINGTON TOWNSHIP

TO: CITY OF COLUMBUS

Situated in the State of Ohio, County of Franklin, Township of Washington, located in Virginia Military Survey Number 3012, being all of that 9.992 acre tract conveyed to Tim A. White by deed of record in Instrument Number 200312080389502 and that 5.402 acre tract conveyed to Tim A. White by deed of record in Instrument Number 200409140214881 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

BEGINNING at the southwesterly corner of said 9.992 acre tract, a northwesterly corner of Right-of-Way Parcel 4-WD1 as conveyed to Franklin County Commissioners by deed of record in Instrument Number 200504250076428, being in the northerly right-of-way line of Hayden Run Road (width varies) and an easterly line of that 357.520 acre tract conveyed to New York Central Lines, LLC by deed of record in Instrument Number 200212180325201;

thence Northwesterly, with the westerly line of said 9.992 acre tract, with the easterly line of said 357.520 acre tract, an approximate distance of 649 feet to a point at the northwesterly corner of said 9.992 acre tract, the southwesterly corner of that 23.716 acre tract conveyed to Tim A. White by deed of record in Official Record 13859B07 and being in the existing City of Columbus Corporation line as established by Ordinance Number 1533-02, of record in Instrument Number 200212260331528;

thence Northeasterly, with the northerly line of said 9.992 and 5.402 acre tracts and the City of Columbus Corporation line by Ordinance Number 1533-02, by deed of record in Instrument Number 200212260331528, an approximate distance of 1219 feet to a point at the northeasterly corner of said 5.402 acre tract;

thence Southerly, leaving said City of Columbus Corporation line as established by Ordinance Number 1533-02, of record in Instrument Number 200212260331528, with the easterly line of said 5.402 acre tract, an approximate distance of 603 feet to a point at the southeasterly corner of said 5.402 acre tract, the northeasterly corner of Right-of-Way Parcel 4-WD2 as conveyed to Franklin County Commissioners by deed of record in Instrument Number 200504250076428, being in the northerly right-of-way line of Hayden Run Road (width varies);

thence Southwesterly, with the southerly line of said 9.992 and 5.402 acre tracts, with the said northerly right-of-way line of Hayden Run Road, an approximate distance of 918 feet to the POINT OF BEGINNING, and containing 14.7 acre of land, more or less.

THIS DESCRIPTION IS FOR ANNEXATION PURPOSES ONLY, AND IS NOT TO BE USED FOR DEED TRANSFER.

EVANS MECHWART, HAMBLETON &amp; TILTON, INC.

Edward J. Miller  
Registered Surveyor No. 8250EJM:tb  
14\_7 ac. 20121110-V8-ANNX**RECEIVED**

JAN 28 2014

Franklin County Planning Department  
Franklin County, Ohio

ANY-EXP 1

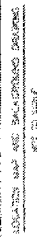
03-14



**ANNEXATION OF 14.7± ACRES  
TO THE CITY OF COLUMBUS FROM WASHINGTON TOWNSHIP  
VIRGINIA MILITARY SURVEY 3012  
TOWNSHIP OF WASHINGTON, COUNTY OF FRANKLIN, STATE OF OHIO**

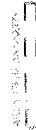
OF COLUMBUS FROM WASHINGTON TOWNSHIP  
VIRGINIA MILITARY SURVEY 3012

FOR THE CITY OF WASHINGTON, COUNTY OF DISTRICT, STATE OF DISTRICT OF COLUMBIA



**Figure 1**

THE UNIVERSITY OF CHICAGO

[illegible][illegible][illegible]

2013年12月25日

Cambridge, Mass.  
 I have pleasure in recommending to you J. J. Hunt, of whom  
 I have been conversing with a view to his appointment as  
 Ordnance Secretary at Wat. G. Wright's residence.

10/10/10



**RECEIVED**

JAN 28 2014

ANX-EXP 1 - 03-14

Franklin County Planning Department  
Franklin County, Ohio**ANNEXATION AGREEMENT**

This is an Annexation Agreement (the "Agreement") entered into on or as of June 1, 2011 (the "Effective Date") by and between the Council of the City of Columbus, Ohio, the legislative authority of and for the City of Columbus ("Columbus") and the Board of Trustees of Washington Township, Franklin, Delaware and Union Counties, Ohio, the legislative authority of and for Washington Township ("Washington" and, collectively with Columbus, the "Parties" and each a "Party"), pursuant to the provisions of Ohio Revised Code Section 709.192.

WHEREAS, Columbus and Washington are political subdivisions located entirely within the State of Ohio, with Columbus and Washington being contiguous and, in some cases, having overlapping boundaries within areas located within Franklin County, Ohio; and

WHEREAS, prior to the enactment of Ohio's new annexation law (as codified by the 124<sup>th</sup> General Assembly in Amended Substitute Senate Bill Number 5 in 2001), Columbus would routinely conform the boundaries of property annexed from Washington Township to the City of Columbus under Section 503.07 of the Ohio Revised Code; and

WHEREAS, following the passage of Senate Bill 5, the conformance of boundaries under Section 503.07 of the Ohio Revised Code became somewhat problematic in the absence of an agreement between the affected municipality and township; and

WHEREAS, the Parties, recognizing the benefits in conforming the boundaries of property annexed from Washington to Columbus, entered into an agreement similar to the one set forth herein on January 24, 2005 whereby territory consisting of approximately 304 acres was annexed under "Expedited Procedure No. 1" and the boundaries of that territory were subsequently conformed in order to exclude Washington from the area; and

WHEREAS, prior to the Effective Date of this Agreement and except for the referenced annexation and related agreement mentioned above, property within Washington Township has been annexed to the City of Columbus and Columbus has not conformed its boundaries under and pursuant to Section 503.07 of the Ohio Revised Code in order to exclude Washington Township from such area(s) (with these properties currently being categorized as Taxing Districts 277 and 485) due to changes in Ohio's annexation laws brought about as a result of the passage of Senate Bill 5; and

WHEREAS, Columbus contemplates that future annexations may occur whereby property within Washington Township will be annexed to the City of Columbus; and

WHEREAS, if Columbus was able to conform the boundaries of properties annexed from Washington Township to the City of Columbus under Section 503.07 of the Ohio Revised Code, real estate taxes in these annexed areas would be reduced by approximately 14%, with no change in the current levels of fire and emergency medical services; and

WHEREAS, Columbus and Washington are desirous of having Columbus conform the boundaries of all properties annexed from Washington Township to the City of Columbus, which includes those newly annexed properties which have previously been annexed to the City of Columbus and those properties currently located within the unincorporated area of Washington Township which may be annexed to the City of Columbus in the future; and

WHEREAS, Columbus and Washington have determined that it is in the best interest of their respective residents, citizens and taxpayers to enter into this Agreement upon the terms hereinafter set forth; and

WHEREAS, this Agreement is authorized under Section 709.192 of the Ohio Revised Code and other applicable laws and has been approved by the Board of Trustees of Washington Township by Resolution Number 2011.05.24.003 adopted on 5/27, 2011 and by the City Council of the City of Columbus by Ordinance Number 0765-2011 adopted on May 23, 2011.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Columbus and Washington agree as follows:

1. This Agreement is entered into pursuant to the provisions of Ohio Revised Code Section 709.192 to permit the annexation of property located within the unincorporated area of Washington Township to the City of Columbus pursuant to the provisions of Ohio Revised Code Sections 709.021 and 709.022. Washington hereby specifically consents to, agrees with, and does not oppose the annexation of any such property, provided such annexation complies with the terms of this Agreement.
2. From and after the Effective Date of this Agreement, annexations of property from Washington Township to the City of Columbus shall only be accepted by Columbus if the annexation petition is filed pursuant to, complies with and is processed and approved under the provisions contained in Sections 709.021 and 709.022 of the Ohio Revised Code, collectively referred to as "Expedited Procedure No. 1," as such provisions exist on the Effective Date of this Agreement. It is the intention and agreement of the Parties to require that any petition seeking to annex property from Washington Township to the City of Columbus be filed pursuant to, comply with and be processed and approved under the provisions of "Expedited Procedure No. 1," and to prohibit Columbus from accepting an annexation petition which fails to comply with this requirement. If the provisions of Expedited Procedure No. 1 are subsequently repealed or are modified in such a way as to adversely impact the purpose and intent of this Agreement, the Parties shall, upon the written request of a Party, meet within thirty (30) days after receipt of such request and revise the affected portion(s) of this Agreement in such a manner so as to accomplish the purpose and intent of this Agreement, with time being of the essence. Until the affected portion(s) of the Agreement

is so revised, Columbus shall refrain from accepting any annexation petition in accordance with the provisions of Section 4, hereof. The purpose and intent of this Agreement is to require that an annexation petition be signed by all owners of real estate within the area proposed to be annexed, and that Columbus timely conform the boundaries of properties annexed to the City of Columbus in order to exclude Washington Township from such area(s).

3. In no case shall any real estate owned, whether in whole or in part, by Washington be annexed to the City of Columbus without the written consent of the Board of Trustees of Washington Township. This shall exclude dedicated road rights-of-way and other real estate where Washington's interest consists solely of a right-of-way interest.
4. If an annexation petition is filed and processed seeking to annex to the City of Columbus any real estate located within Washington Township which does not comply with the terms of this Agreement, Columbus shall refrain from any act which would, directly or indirectly, contribute to the success of such petition. This obligation shall include, without limitation, refusing to furnish any City services to the area proposed to be annexed; signing and providing affidavits and furnishing representatives to provide factual testimony in any proceeding in order to oppose the annexation; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's legal counsel, any action seeking such an annexation; refusing to accept any such annexation; and otherwise undertaking such actions as may be reasonably requested by Washington which would be detrimental to the success of such annexation. Washington agrees not to oppose, directly or indirectly, any annexation petition(s) seeking to annex to the City any real estate located within Washington Township which complies with the provisions of this Agreement. Notwithstanding the foregoing obligation, the Parties agree that Columbus may take any action in response to an annexation petition that is required by law.
5. Columbus shall conform the boundaries of all properties which have previously been or may be annexed to the City of Columbus from Washington Township which have not yet been conformed under and pursuant to Section 503.07 of the Ohio Revised Code in order to exclude Washington Township from such area(s). This provision specifically includes, and requires Columbus to conform the boundaries of, all newly annexed territories which have been annexed from Washington Township to the City of Columbus prior to the Effective Date of this Agreement. For any land within Washington Township which has been annexed to the City of Columbus prior to the Effective Date, Columbus shall conform the boundaries of such annexed lands within four (4) months following the Effective Date of the Agreement. In all other cases, Columbus shall

conform the boundaries of such annexed land within six (6) months following Columbus' acceptance of the annexation petition. Upon the exclusion of Washington Township from any such area, Columbus shall not be required to make any compensation payments to Washington as set forth in Section 709.19 of the Ohio Revised Code, as said Section exists on the Effective Date of this Agreement.

6. This Agreement is not intended to supersede, impact or otherwise affect the Mutual Aid Agreement for the exchange of emergency service currently in place between the Parties. Furthermore, each Party agrees to work cooperatively and in good faith with the other in an effort to maintain their response relationship as it relates to emergency services.
7. In the event the Parties have a dispute as to any of the terms or applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit in connection with such dispute. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.
8. A failure to comply with the terms of this Agreement shall constitute a default hereunder. A Party in default shall have ninety (90) days after receiving written notice from another Party of the event of default to cure the default. If the default is not cured within such time period, the defaulting Party is in breach of this Agreement and a non-defaulting Party may sue the defaulting Party for specific performance or injunctive relief under this Agreement or for damages or both and may pursue such other remedies as may be available at law or in equity, all as provided in Section 709.192 of the Ohio Revised Code.
9. This Annexation Agreement may only be amended, revised or altered pursuant to an amendment in writing, executed by the Parties, and properly promulgated and approved in accordance with their respective legislative authorities.
10. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement.

Each Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provisions thereof.

11. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as are necessary to effectuate the purposes of this Agreement.
12. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors; subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a Party to this Agreement.
13. In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:
  - a. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;
  - b. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof;
  - c. each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law; and,
  - d. in the event of invalidation of any portion of this Agreement, a Party shall, upon the written request of the other Party, meet within thirty (30) days after receipt of such request, and modify the invalidated provision(s) in such a manner so as to accomplish the purpose and intent of this Agreement, with time being of the essence.

14. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into an annexation agreement, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.
15. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

a. Washington at:

Washington Township Board of Trustees  
6200 Eiterman Road  
Dublin, Ohio 43016  
Attention: Denise Franz King, Trustee

With a copy simultaneously sent or delivered to:

Donald F. Brosius  
Loveland & Brosius, LLC  
50 West Broad Street, Suite 3300  
Columbus, Ohio 43215

b. Columbus at:

The City of Columbus, Ohio  
Department of Development  
50 West Gay Street  
Columbus, Ohio 43215  
Attention: Director of Development

With a copy simultaneously sent or delivered to:

Josh Cox, Chief Counsel  
Columbus City Attorney  
90 West Broad Street  
Columbus, Ohio 43215

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, consents, demands, requests or other communications shall be sent.

16. The initial term of this Agreement (the "Initial Term") shall be for a period of ten (10) years, commencing on the Effective Date and shall, upon timely prior written notice, terminate at midnight, May 31, 2021. Unless all legislative authorities of the Parties affirmatively act to terminate this Agreement within one (1) year prior to the expiration of the Initial Term or any subsequent five year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of five (5) years, and this Agreement shall continue to be automatically renewed thereafter for similar five (5) year periods at the end of each renewal period with no limit upon the number of such renewals. The provision herein for automatic extension of this Agreement recognizes that the accrual of benefits to the Parties from this Agreement may take decades and that the Parties' investment in the areas affected and the infrastructure costs along with other possible capital improvements contemplated herein is of permanent usefulness and duration. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.
17. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.
18. This Agreement shall be governed exclusively by and construed in accordance with the laws of the state of Ohio, and in particular, Ohio Revised Code Section 709.192 in effect as of the date of execution of this Agreement by the Parties. In the event that any provision of Ohio Revised Code Section 709.192 is amended or is supplemented by the enactment of one or more new sections of the Revised Code relating to Annexation Agreements, the Parties shall follow the provisions of Ohio Revised Code Section 709.192 existing on the date of execution of this Agreement,



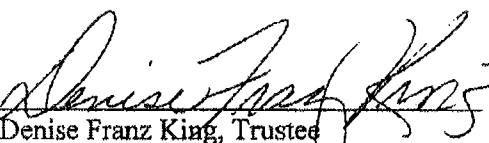
unless the Parties agree to amend this Agreement in accordance with Section 9 of this Agreement.

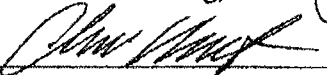
19. The Parties agree that any financial obligation under this Agreement is subject to the appropriation and authorization of the expenditure by the Columbus City Council and the Washington Township Trustees as may be necessary. These obligations are further subject to the certification of funds for such purpose by the Columbus City Auditor and the Township Fiscal Officer.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be duly executed on or as of the Effective Date of this Agreement.

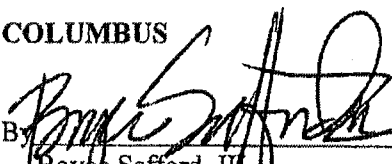
**WASHINGTON**

By   
Gene Bostic, Trustee

By   
Denise Franz King, Trustee

By   
Chuck Kranstuber, Trustee

**COLUMBUS**

By   
Boyce Safford, III,  
Director of Development

**APPROVED AS TO FORM:**

Richard C. Puffer Jr. 5.26.11  
City Attorney, City of Columbus by SLH

## **DEVELOPMENT TEXT**

**Application:** Z14-010  
**Address:** 4956 Avery Road  
**Owner(s):** Tim White, White Family Farm Ltd.  
**Applicant:** DCR Commercial Development LLC  
c/o Laura MacGregor Comek, Esq.  
500 S. Front St., 12<sup>th</sup> Fl., Cols. Ohio 43215  
**Zoning Districts:** CPD and LAR1  
**Date of Text:** March 3, 2014

**Introduction:** This application is intended to rezone 108.09 +/- acres (Site) located along Avery and Hayden Run Roads, of which 14.7 +/- acres is pending annexation. The current zoning is R, Rural. The applicant seeks to rezone the Site for future commercial and residential uses, while preserving the legal non-conforming uses along Hayden Run Road. This Site will include a significant regional improvement with the extension of proposed Hayden's Crossing Blvd. from Avery Road, through the Site. The Site will also include a parkland dedication that preserves the Hayden Run Creek corridor in this area. The application incorporates a Site /CPD Plan.

### **Subarea 1: (CPD)**

**1. Introduction:** The applicant seeks to rezone the 44.37 +/- acres in Subarea 1 for commercial uses along the proposed Hayden's Crossing Blvd.

**2. Permitted Uses:** The permitted uses for Subarea 1 shall be all uses allowed in Chapter 3356 (C-4) and 3357.01 (C-5) of the Columbus City Code excepting there from:

Automobile and Light Truck Dealers  
Automotive Sales, Leasing and Rental  
Community Food Pantry  
Missions/Temporary Shelters  
Motor Vehicle, Boat and Other Motor Vehicle Dealers  
Outdoor Power Equipment Dealers  
Pawn Brokers  
Recreational Vehicle Dealers  
Truck, Utility Trailer, and RV Sales, Rental and Leasing  
Automotive maintenance and Repair  
Drive In Motion Picture Theatres  
Farm Equipment and Supply Stores  
Halfway House  
No billboards shall be permitted

**3. Development Standards:** Except as otherwise noted herein or on the Site /CPD Plan incorporated, the applicable development standards of Chapter 3356 (C-4) shall apply to this site.

**A. Density, Lot, and/or Setback Commitments.**

1. The building setback line shall be minimum 25 feet (25) from Avery Road or other publicly dedicated road, minimum twenty five (25) feet from proposed Hayden's Crossing Blvd., ten (10) feet from any side property line and ten (10) feet from any rear property line abutting commercially zoned or used property. Building awnings or canopies may extend 5' into the building setback line.
2. The parking setback line shall be minimum fifteen (15) feet from Avery Road or other publicly dedicated road, minimum fifteen (15) feet from proposed Hayden's Crossing Blvd., five (5) feet from any side property line and five (5) feet from any rear property line abutting commercially zoned or used property.
3. The building and parking setbacks shall be minimum twenty-five (25) feet from any residentially zoned property.
4. Notwithstanding the foregoing paragraphs, no building or parking setback shall be required from any property line that is created within and internal to the total site such that the parcel created continues to function as part of the overall site.

**B. Access, Loading, Parking and/or Other Traffic Related Commitments.**

1. Access shall be as depicted generally on the attached Site /CPD Plan.
2. Final location of access points and roadway design/layout shall be determined by the Director of the City of Columbus, Public Service Department, or her designee. The Site /CPD Plan may be modified to accommodate such final decisions.
3. Internal drive aisles may be developed without regard to interior parcel lines, such that the parcels function seamlessly as part of the overall site. Cross access easements will be provided.

**C. Buffering, Landscaping, Open Space and/or Screening Commitments.**

1. Any loading area located within twenty five (25) feet of a residentially zoned property used for residential purposes shall be screened from such residential property by buildings or view-obscuring treatment such as landscaped mounds, a wall or fence, dense planting, strips of trees or shrubs, or a combination thereof so as to achieve a minimum height of 6' high and an opacity of not less than seventy five percent (75%). All such view-obscuring measures shall be maintained in good condition and appearance by the owner of the property containing such freight loading area at all times.
2. All open areas on each developed parcel not occupied by buildings, structures, outside display areas, parking areas, street right-of-way paved areas, driveways, signs, walkways and off-street loading areas shall be landscaped with lawns, grasses, mulch, trees or shrubs.

3. The frontage along Avery Road shall include street trees per code plus a minimum 2-foot earth mound planted with 3 ornamental trees and 2 deciduous trees for every 100 feet of frontage. These trees may be evenly spaced or grouped together. Vehicular access points along Avery Road shall include shrubs and seasonal plantings.

4. Within the 25 foot setback described in Section 3A(3) above as relates to abutting residentially zoned and used property, there shall be a 6 foot board on board fence installed at or within 5 feet of the setback. Landscaping shall be planted outside the fence. Landscaping shall include evergreen trees forty feet on center. The remaining setback area to be mulched or grass seeded.

#### **D. Building Design and/or Interior-Exterior Treatment Commitments.**

1. Building materials shall be primarily of brick, brick veneer or stone or stucco stone, metal, glass, stucco, synthetic stucco (EIFS), wood and glass. No exposed painted concrete block shall be permitted.

#### **E. Lighting, Outdoor Display Areas, and/or other Environmental Commitments.**

1. Light poles and lights shall be black, dark brown or bronze in color.

2. Light poles within 50 feet of a residentially zoned property shall be limited to 14 feet in height.

#### **F. Graphics and/or Signage Commitments.**

1. The Developer may submit a graphics plan for Sub-areas 1 and 3. If no graphics plan is submitted, all signage and graphics shall conform to Article 15, Title 33 of the Columbus City Code as it applies to the CPD zoning district. Any variance to the sign requirements shall be submitted to the Columbus Graphics Commission.

2. No billboards shall be permitted

#### **G. Miscellaneous Commitments.**

1. All efforts shall be made to provide pedestrian connectivity to/among other subareas and to the public right of way. Where provided, such pedestrian connections shall be a minimum of 5 feet in width.

2. Vehicular connectivity shall be provided between this subarea and the adjacent subarea(s) where practical and feasible.

3. The developer shall comply with the parkland dedication ordinance by contributing money to the City's Recreation and Parks Department.

4. The proposed shall be developed in general conformance with the submitted Site /CPD Plan. The plan may be adjusted to reflect engineering, topographical or other site data developed at the time that development and engineering plans are completed. Streets are schematic and subject to change. Any adjustment to the Site /CPD Plan shall be reviewed and may be approved by the Director of the Department of Building & Zoning Services or his designee upon submission of the appropriate data regarding the proposed adjustment.

## **H. Other CPD Requirements**

1. Natural Environment: The property is located on Avery Road north and south of the Hayden's Crossing Blvd.
2. Existing Land Use: The property currently is agricultural.
3. Circulation: All access for the Site will be approved by the City of Columbus, Public Service Department.
4. Visibility: Consideration has been given to the visibility and safety of the motorists and pedestrians as both on and off the subject property in the development of this site.
6. Proposed Development: Commercial development.
7. Behavior Patterns: Significant residential development in the area has brought about the need for commercial uses to service the existing residential population.
8. Emissions: No adverse affect from emissions should result from the proposed development.

## **I. Variances Requested:**

The following variances are requested to permit the existing conditions of the Site to remain once the property is rezoned to CPD. Upon any redevelopment or expansion, the Site shall be required to conform to City code requirements in effect at that time.

1. Variance from C.C.C. §3312.27(4) to allow fifteen (15) foot parking set back and twenty-five (25) foot building set back.

Additional variances may be requested from the City of Columbus Board of Zoning Adjustment.

### **Subarea 2: (L-ARI) (57.4+/- ac)**

**1. Introduction:** The applicant is proposing multi-family development and significant parkland dedication area that preserves the natural features of the land.

**2. Permitted Uses:** Those uses permitted in Section 3333.02 (AR1, Apartment Residential) of the Columbus City Code.

**3. Development Standards:** Unless otherwise indicated the applicable development standards are contained in Chapter 3333 (Apartment Districts) of the Columbus City Code.

### **A. Density, Height, Lot and/or Setback Requirements**

1. Balconies and air conditioning units may extend up to six feet into the required building setback.
2. There shall be no parking spaces in front of the building setback along Hayden's Crossing Blvd. or Avery Rd.

**B. Access, Loading, Parking and/or Traffic Related Commitments**

1. Access shall be as shown on the Site /CPD Plan. The exact location access points may be modified subject to the review and approval of the City's Department of Public Service.
2. The Site may be subdivided and drive aisles may be constructed without regard to parcel lines. Cross access easements shall be provided.

**C. Buffering, Landscaping, Open Space and/or Screening Commitments**

1. The frontage along Hayden's Crossing Blvd. shall be landscaped with one street tree per 40 feet of frontage and 2 deciduous and 2 ornamental trees per 100 feet of frontage.
2. The frontage along Avery Rd. shall be landscaped with one street tree per 40 feet of frontage and 2 deciduous and 2 ornamental trees per 100 feet of frontage.

**D. Building Design and/or Interior-Exterior Treatment Commitments**

1. Building materials shall be primarily of brick, brick veneer or stone or stucco stone, metal, glass, stucco, synthetic stucco (EIFS), wood, glass and vinyl siding. No exposed painted concrete block shall be permitted.
2. Detached garages shall have a pitched roof (minimum pitch 3/12)

**E. Dumpsters, Lighting, Outdoor Display Areas, and/or other Environmental Commitments**

N/A

**F. Graphics and Signage Commitments**

N/A

**G. Miscellaneous**

1. The site may have gated interior access points.

2. All new sidewalks shall be a minimum of five feet in width.
3. The applicant shall meet the City's Parkland Dedication ordinance.

**Subarea 3: (CPD)**

**6.32 ± Acres**

**1. Introduction:** The property within Subarea 3 ("Site") is located along Hayden Run Road, east of Avery Rd. The property within this Subarea 3 is in the process of being annexed from Washington Township to the City. Upon annexation, the Site would be zoned R, Rural. This rezoning to CPD will legitimize the existing legal development of the Site that includes a commercial tractor/farm equipment dealership (sales, service, leasing and accessory parts sales), accessory structures to the use, and residential structure. This text and the Site /CPD Plan are being submitted to visually depict the existing conditions and uses. The existing uses and structures shall be permitted to remain as developed; however, any future development or expansion shall conform to the standards set forth herein.

**2. Permitted Uses:** The permitted uses for Subarea 3 shall be all uses allowed in Chapter 3356 (C-4) of the Columbus City Code excepting there from:

Appliance Stores  
 Automobile and Light Truck Dealers  
 Automotive Sales, Leasing and Rental  
 Community Food Pantry  
 Discount Department Stores  
 Home Centers  
 Missions/Temporary Shelters  
 Motor Vehicle, Boat and Other Motor Vehicle Dealers  
 Pawn Brokers  
 Recreational Vehicle Dealers  
 Supermarkets  
 Warehouse clubs and Super Centers  
 Automotive maintenance and Repair  
 Bowling Centers  
 Drive In Motion Picture Theatres  
 Halfway House  
 Hotels, Motels

Bars, Cabarets and Nightclubs  
 Blood and Organ Banks  
 Check Cashing and Loans  
 Performing Arts, Spectator Sports and Related Industries  
 Theatres, Dance Companies and Dinner Theatres  
 Amusement Arcade  
 No billboards shall be permitted.

**3. Development Standards:** Except as specified herein and on the submitted Site /CPD Plan, the applicable development standards shall be as specified in Chapter 3356, C-4 Commercial District.

**A. Density, Height, Lot and/or Setback Commitments.**

1. Building Setback: The minimum Building setback shall be as is, fifteen (15) feet from Hayden Run Rd. as depicted on the attached Site /CPD Plan.
2. Parking Setback: The minimum parking setback shall be as is, zero (0) feet from old Hayden Run Rd. as depicted on the attached Site /CPD Plan.

**B. Access, Loading, Parking and/or Other Traffic-Related Commitments.**

Access to and from the Site shall be as depicted on the submitted Site /CPD Plan. New curb cuts or changes to access shall be approved by the City of Columbus, Department of Public Service or the Franklin County Engineer where applicable.

**C. Buffering, Landscaping, Open Space and/or Screening Commitments**

Current conditions shall remain. Upon any redevelopment of the Site in the future, other than a like for like replacement, the standards of CCC Chapters 3312 and 3321 shall apply.

**D. Dumpsters, Lighting, Outdoor Display Areas and/or Other Environmental Commitments.**

Current conditions shall remain. Upon any redevelopment of the Site in the future, other than a like for like replacement, the standards of CCC Chapter 3321 shall apply.

**E. CPD Requirements.**

1. Natural Environment. The Site is developed with an existing commercial farm equipment dealership (sales and service), accessory parking and structures to the use, and residential structure. The Site will remain substantially the same following this rezoning.
2. Existing Land Use. The site is used for commercial farm equipment dealership (sales and service), accessory structures to the use, and residential structure.



3. Transportation and Circulation. Subarea 3 will be accessed from Hayden Run Road as currently situated. The existing parking lot circulation and access points will remain as currently situated.
4. Visual Form of the Environment. The existing uses/zoning of the surrounding properties are as follows:
  - West: residential use.
  - North: undeveloped agricultural ground.
  - East: residential use.
  - South: residential use.
5. View and Visibility. Significant consideration has been given to visibility and safety issues.
6. Proposed Development. Existing commercial farm equipment dealership (sales, service, lease and accessory parts sale) with accessory parking and structures to remain. Existing residential unit to remain.
7. Behavior Patterns. This area has existing traffic flows from old Hayden Run Road as the major thoroughfare. Development as contemplated in Sub-Areas 1 and 2 is expected to significantly alleviate traffic congestion along old Hayden Run Road.
8. Emissions. The retained use is not expected to increase emissions.

**G. Variances Requested.**

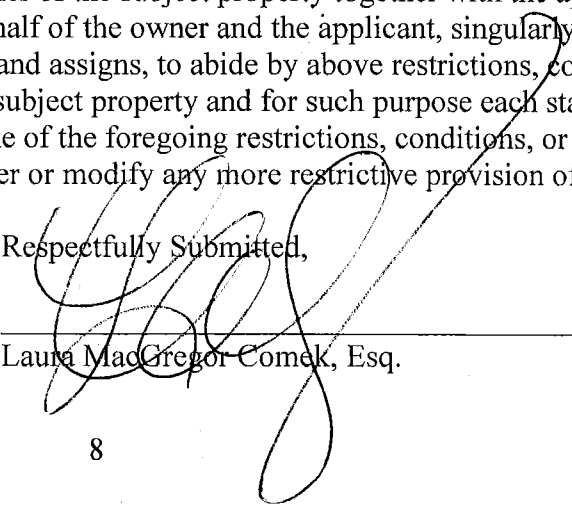
The following variances are requested to permit the existing conditions of the Site to remain once the property is rezoned to CPD. Upon any redevelopment or expansion, the Site shall be required to conform to City code requirements in effect at that time.

1. Variance from C.C.C. §3312.27(4) to allow zero (0) foot parking set back and fifteen (15) foot building set back.
2. Variance from C.C.C. §3312.39 to allow the parking lot to remain un-striped (as is).
3. Variance from C.C.C. §3312.21 to allow no hedge screening for parking as currently exists.

Additional variances may be requested from the City of Columbus Board of Zoning Adjustment.

The undersigned, being the agent for the owner of the subject property together with the applicant in the subject application, does hereby agree on behalf of the owner and the applicant, singularly and collectively for themselves, their successors and assigns, to abide by above restrictions, conditions, and commitments regarding development of the subject property and for such purpose each states that he fully understands and acknowledges that none of the foregoing restrictions, conditions, or commitments shall in any manner act to negate, nullify, alter or modify any more restrictive provision of the Columbus City Code.

Respectfully Submitted,

  
\_\_\_\_\_  
Laura MacGregor Comek, Esq.

**ZONING DESCRIPTION  
SUBAREA A  
44.37 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Virginia Military Survey No. 3012 and being part of that 71.282 acre tract conveyed to White Family Farm, Ltd. by deed of record in Official Record 34301G18, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

BEGINNING at the northeasterly corner of said 71.282 acre tract, being in the southerly line of Lot 6 and the northwesterly corner of Lot 47 of that subdivision entitled "Silverton Farms Section 3", of record in Plat Book 103, Page 13;

thence South 05°55'59" East, with the easterly line of said 71.282 acre tract, a distance of 975.60 feet to a point;

thence South 74°11'07" West, across said 71.282 acre tract, a distance of 1745.83 feet to a point in the easterly right-of-way line of Avery Road;

thence North 05°24'27" West, with said easterly right-of-way line, across said 71.282 acre tract, a distance of 1280.66 feet to a point in the northerly line of said 71.282 acre tract;

thence North 84°14'52" East, with said northerly line, a distance of 1708.19 feet to the POINT OF BEGINNING, containing 44.37 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

**ZONING DESCRIPTION  
SUBAREA B  
57.40 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Virginia Military Survey No. 3012 and being part of that 71.282 acre tract conveyed to White Family Farm, Ltd. by deed of record in Official Record 34301G18, all of that 23.761 acre tract conveyed to Tim A. White by deed of record in Official Record 13859B07, part of that 9.992 acre tract conveyed to Tim A. White by deed of record in Official Record 21201F19 and part of that 5.402 acre tract conveyed to Tim A. White by deed of record in Instrument Number 200409140214881, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 71.282 acre tract, being in the southerly line of Lot 6 and the northwesterly corner of Lot 47 of that subdivision entitled "Silverton Farms Section 3", of record in Plat Book 103, Page 13;

thence South 05°55'59" East, with the easterly line of said 71.282 acre tract, a distance of 975.60 feet to a point to the TRUE POINT OF BEGINNING;

thence South 05°55'59" East, with the easterly line of said 71.282 and 23.761 acre tracts, a distance of 1254.34 feet to a point;

thence South 73°48'49" West, with the southerly line of said 23.761 acre tract, a distance of 331.58 feet to a point at the northeast corner of said 5.402 acre tract;

thence South 11°21'12" East, with the easterly line of said 5.402 acre tract, a distance of 272.98 feet to a point;

thence across said 5.402 and 9.992 acre tracts, the following courses and distances:

North 87°44'37" West, a distance of 209.37 feet to a point;

South 39°19'16" West, a distance of 84.29 feet to a point;

South 53°58'03" West, a distance of 246.51 feet to a point;

South 43°25'55" West, a distance of 46.49 feet to a point;

South 67°04'14" West, a distance of 126.52 feet to a point;

South 84°30'08" West, a distance of 54.22 feet to a point;

South 72°18'25" West, a distance of 146.51 feet to a point;

South 80°30'29" West, a distance of 79.29 feet to a point;

South 59°00'00" West, a distance of 59.25 feet to a point; and

South 33°20'55" West, a distance of 38.68 feet to a point in the easterly line of existing railroad;

thence North 38°48'57" West, with the westerly line of said 9.992 and 23.761 acre tracts, the easterly line of said railroad, a distance of 759.84 feet to a point in the easterly right-of-way line of said Avery Road;

thence with said easterly right-of-way line, across said 23.761 and 71.282 acre tracts, the following courses and distances:

North 11°52'28" West, a distance of 122.80 feet to a point;

**ZONING DESCRIPTION**  
**SUBAREA B**  
**57.40 ACRES**

-2-

North 09°16'05" West, a distance of 150.26 feet to a point;

North 05°26'56" West, a distance of 189.56 feet to a point; and

North 05°24'27" West, a distance of 495.54 feet to a point;

thence North 74°11'07" East, across said 71.282 acre tract, a distance of 1745.83 feet to the TRUE POINT OF BEGINNING, containing 57.40 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

HLK  
57.40 ac 20121110-VS-ZONE

**ZONING DESCRIPTION  
SUBAREA C  
6.32 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in Virginia Military Survey No. 3012 and being part of that 9.992 acre tract conveyed to Tim A. White by deed of record in Official Record 21201F19 and part of that 5.402 acre tract conveyed to Tim A. White by deed of record in Instrument Number 200409140214881, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of that 71.282 acre tract conveyed to White Family Farm, Ltd. by deed of record in Official Record 34301G18, being in the southerly line of Lot 6 and the northwesterly corner of Lot 47 of that subdivision entitled "Silverton Farms Section 3", of record in Plat Book 103, Page 13;

thence South 05°55'59" East, with the easterly line of said 71.282 acre tract and that 23.761 acre tract conveyed to Tim A. White by deed of record in Official Record 13859B07, a distance of 2229.94 feet to a point;

thence South 73°48'49" West, with the southerly line of said 23.761 acre tract, a distance of 331.58 feet to a point at the northeast corner of said 5.402 acre tract;

thence South 11°21'12" East, with the easterly line of said 5.402 acre tract, a distance of 272.98 feet to the TRUE POINT OF BEGINNING;

thence South 11°21'12" East, continuing with said easterly line, a distance of 329.68 feet to a point in the northerly right-of-way line of Hayden Run Road;

thence South 74°22'54" West, with said northerly right-of-way line, a distance of 60.17 feet to a point;

thence South 74°22'38" West, continuing with said northerly right-of-way line, a distance of 863.35 feet to a point in the easterly line of existing railroad;

thence North 38°48'57" West, with the westerly line of said 9.992 acre tract, the easterly line of said railroad, a distance of 206.99 feet to a point;

thence across said 9.992 and 5.402 acre tracts, the following courses and distances:

North 33°20'55" East, a distance of 38.68 feet to a point;

North 59°00'00" East, a distance of 59.25 feet to a point;

North 80°30'29" East, a distance of 79.29 feet to a point;

North 72°18'25" East, a distance of 146.51 feet to a point;

North 84°30'08" East, a distance of 54.22 feet to a point;

North 67°04'14" East, a distance of 126.52 feet to a point;

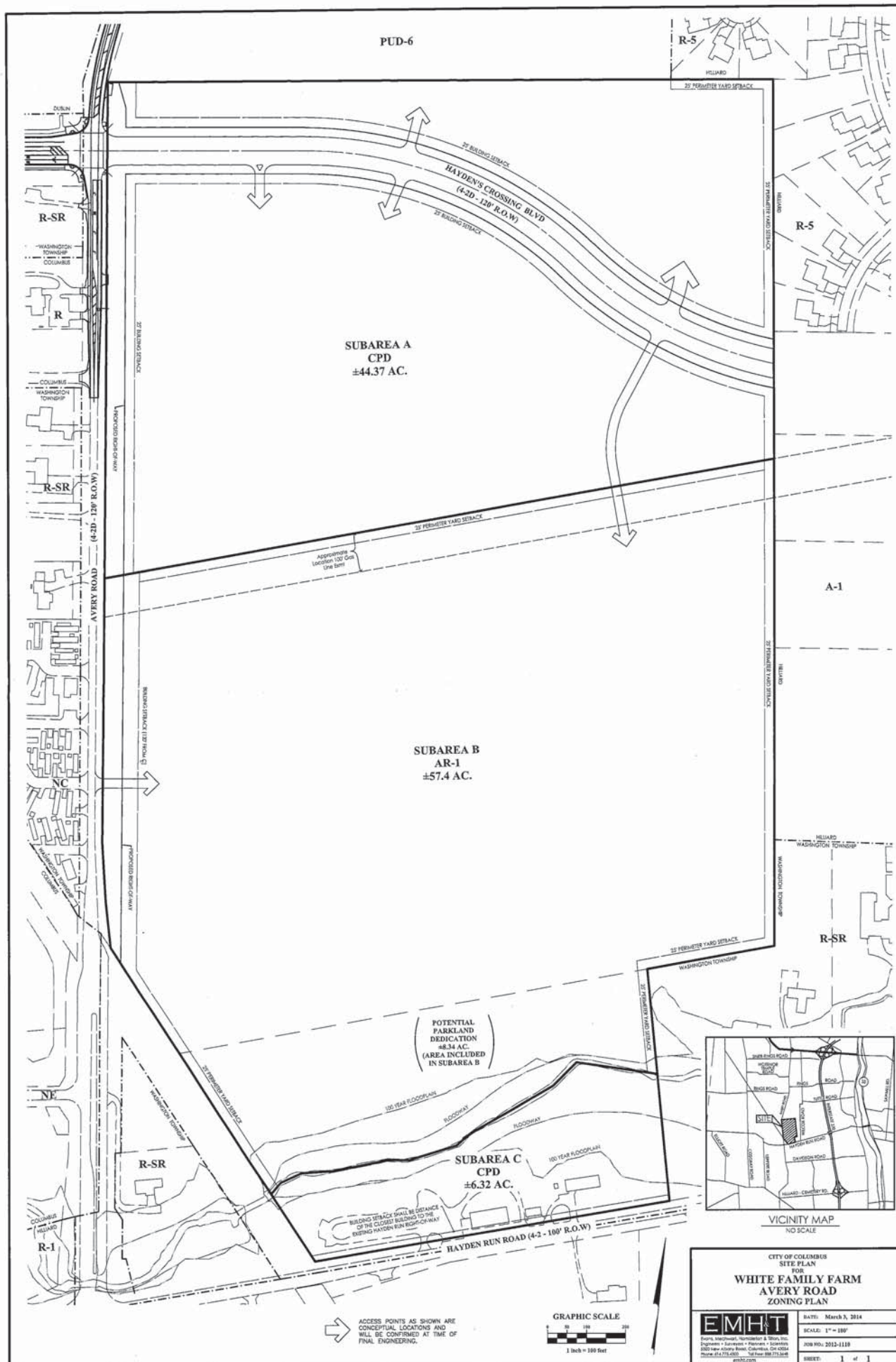
North 43°25'55" East, a distance of 46.49 feet to a point;

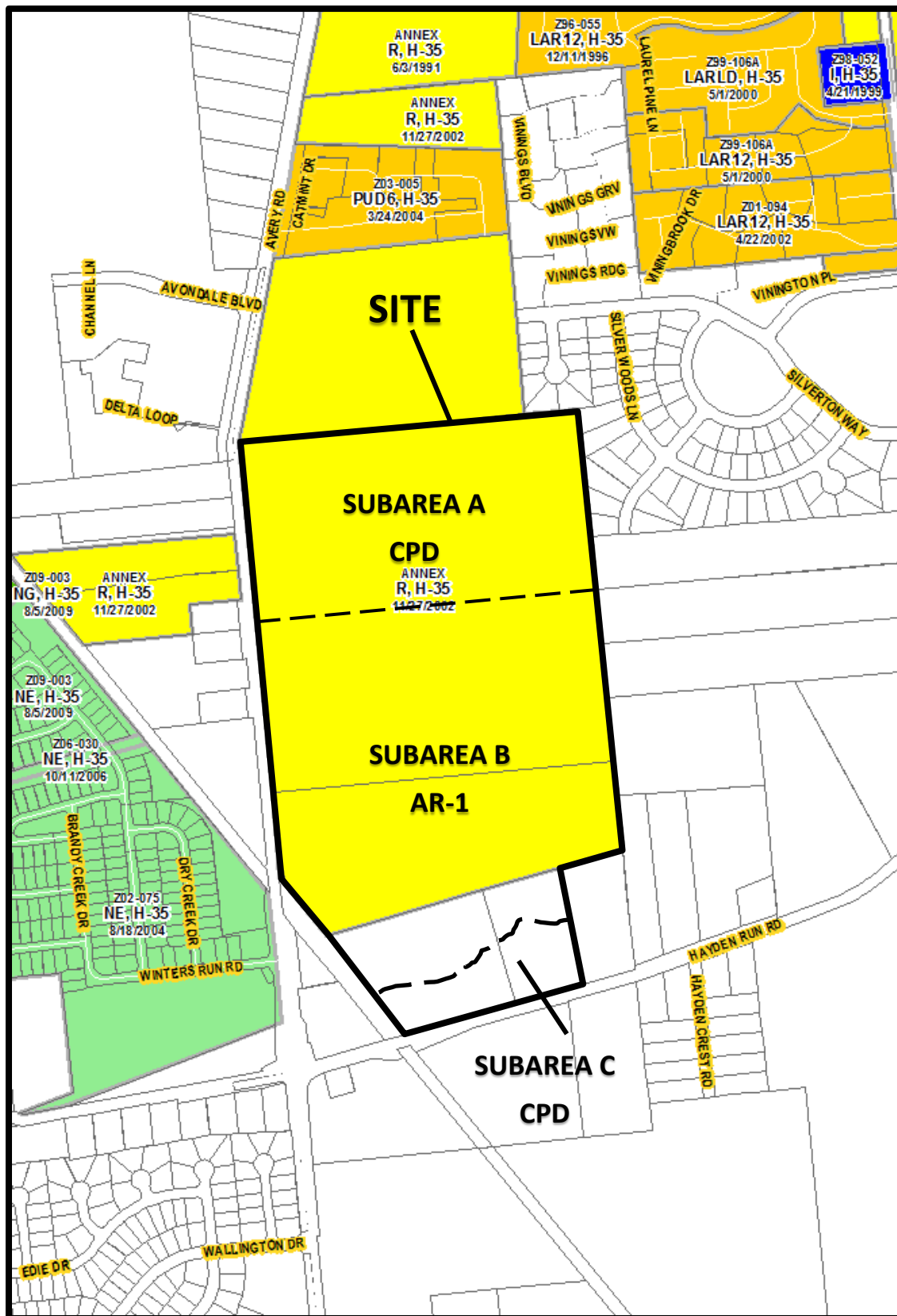
North 53°58'03" East, a distance of 246.51 feet to a point;

North 39°19'16" East, a distance of 84.29 feet to a point; and

South 87°44'37" East, a distance of 209.37 feet to the TRUE POINT OF BEGINNING, containing 6.32 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.





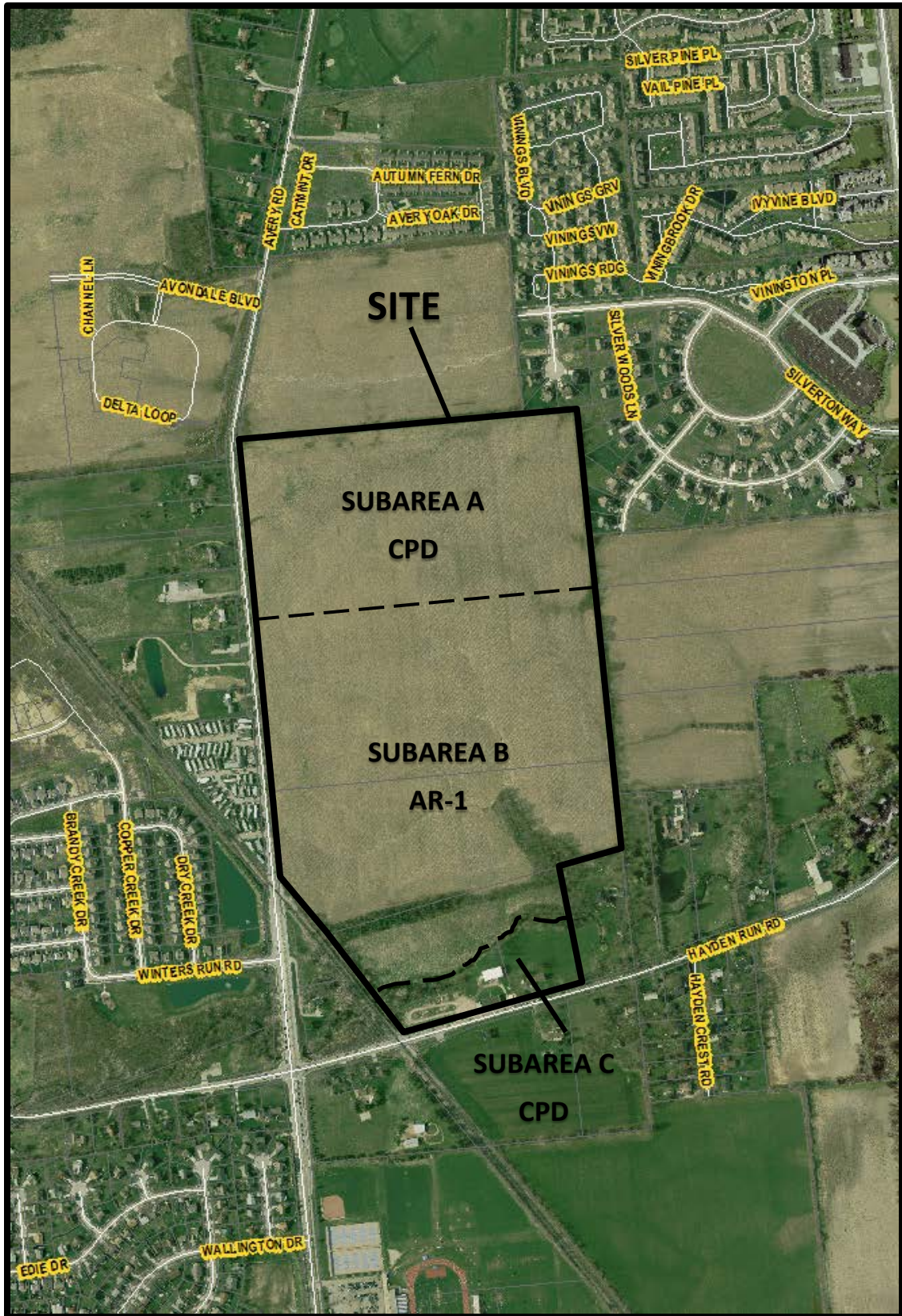
Z14-010

4956 Avery Road

Approximately 109 acres

Request: Rezoning from R, Rural District to CPD,  
Commercial Planned Development and AR-1,  
Apartment Residential Districts





Z14-010

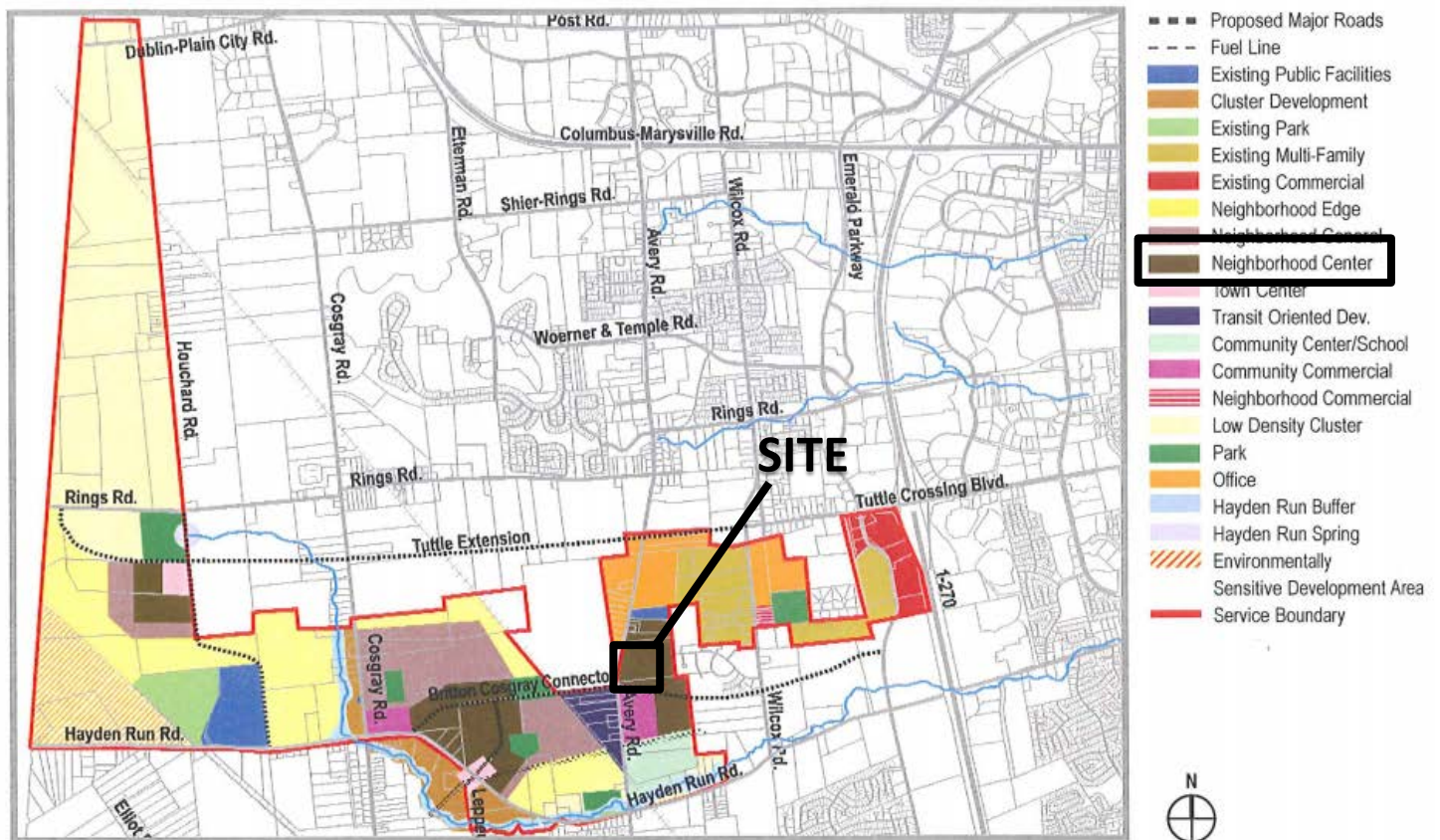
4956 Avery Road

Approximately 109 acres

Request: Rezoning from R, Rural District to CPD,  
Commercial Planned Development and AR-1,  
Apartment Residential Districts



## PROPOSED LAND USE MAP



Hayden Run Corridor Plan