

WASHINGTON TOWNSHIP BOARD OF ZONING APPEALS

APPEAL, VARIANCE, SPECIAL PERMIT OR SPECIAL ZONING CERTIFICATE REQUEST

Name(s) of Person(s) Appealing
Or Making the Request

Michael King
P.O. Box 3001

Address of Above Person(s)

Dublin OH 43016

Name(s) of Owner(s) of the
Subject Property, if Different
From Above-Listed Person(s)

IMA Moore
7055 Shore Rings Rd
Dublin OH 43016

Address of Owner(s)

Description of Property involved (address—if any, on which side of a particular street or roadway it is located, frontage and depth in feet, acreage, etc./please attach a copy of a legal description such as would appear in a deed and a drawing showing the property's location and dimensions):

SEE ATTACHED PLAT MAP AND LEGAL DESCRIPTION

If this is an APPEAL, describe the action of the township's administrative official which you appeal (such as the refusal of a zoning certificate or the issuance of a cease and desist order as to property usage):

If this is a REQUEST FOR A VARIANCE OR REQUEST FOR A SPECIAL PERMIT OR ZONING CERTIFICATE, describe the zoning requirement as to which you desire a variance (such as a sideyard set-back requirement or a floor-space requirement) or the zoning requirement under which you request a special permit or special zoning certificate:

Reduce Lot Size From 3.925 Acres
To 1.049 Acres

List of Property Owners (include the names and mailing addresses of all persons and entities owning property adjacent to the sides and rear of the subject property and all property across any streets that border it. If not known, check the real estate tax records at the Franklin County Courthouse.):

Names

Addresses

SEE ATTACHED

This Request is submitted as of _____

Rebecca C. Pringehorn
Bricker & Eckler LLP
100 S. 3rd Street
Columbus, Ohio 43215

[Signature]
Signature(s) of Person(s) Appealing
or making the Request

The foregoing form should be submitted with the appropriate filing fee (\$100.00) to the Secretary of the Washington Township Board of Zoning Appeals.

**DESCRIPTION OF 2.878 ACRES
LYING EAST OF COSGRAY ROAD
AND SOUTH OF SHIER RINGS ROAD**

Situated in the State of Ohio, County of Franklin, Township of Washington, lying in Virginia Military Survey No. 6953, and being part of an original 4.033 acre tract conveyed to Lina Moore, by deed of record in Instrument Number 200006260125912, Recorder's Office, Franklin County, Ohio and being bounded and more particularly described as follows:

Beginning for Reference, at Franklin County Engineer Control Monument 5534 Reset, found in the centerline intersection of Shier Rings Road (60 feet wide) and Cosgray Road (width varies), being referenced by Franklin County Engineer Control Monument 5535 found, North 84°26'11" East, a distance of 1118.29 feet, and being the northwesterly corner of a 1.192 acre tract conveyed to the City of Dublin, by deed of record in Instrument Number 201207160101496;

Thence North 84°26'11" East, a distance of 558.64 feet, along the northerly line of said 1.192 acre tract and said centerline of Shier Rings Road, to a point, at the northeasterly corner of said 1.192 acre tract, and the northwesterly corner of a 0.093 acre tract conveyed to the City of Dublin, by deed of record in Instrument Number 201206110082412;

Thence South 05°02'03" East, passing a 3/4 inch iron pin found online at a distance of 24.86 feet, a distance of 267.81 feet, along the line common to said 1.192 acre and 0.093 acre tract, the westerly line of an original 1.00 acre tract conveyed to Jason R. Hoffman, by deed of record in Instrument Number 199802270044542 and the easterly line of a 6.808 acre tract conveyed to MC Shier Rings LLC, by deed of record in 201808140109233, to a rebar set, at the southwest corner of said 1.00 acre tract and a northwesterly corner of said 4.033 acre tract, and being the Point of True Beginning;

Thence North 84°26'11" East, a distance of 350.90 feet, along the line common to said 4.033 acre and 1.00 acre tracts, and across said 4.033 acre tract, to a rebar set on the easterly line of said 4.033 acre tract, and on the easterly line of an original 3.000 acre tract conveyed to Beatrice L. Brogan, by deed of record in Instrument Number 200802260028751;

Thence South 05°02'03" East, a distance of 358.27 feet, along the line common to said 4.033 acre and 3.000 acre tracts, to a 3/4 inch iron pin found, at the southerly common corner of said 4.033 and 3.000 acre tracts, and on the northerly line of Ballantrae, Section 8, as shown and delineated in Plat Book 109, Page 46;

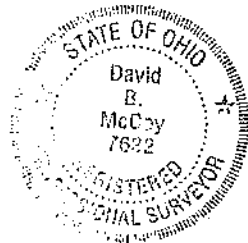
Thence South 84°44'55" West, a distance of 350.89 feet, along the line common to said 4.033 acre tract and said Ballantrae, Section 8, to a rebar set, at the southerly common corner of said 4.033 acre and 6.808 acre tracts;

Thence North 05°02'03" West, a distance of 356.35 feet, along the line common to said 4.033 acre and 6.808 acre tracts, to the Point of True Beginning, containing 2.878 acres more or less, and being subject to all easements, restrictions and rights-of-way of record.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS). Said bearings originated from a field traverse which was referenced to said Coordinate System by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network. The portion of the centerline of Shier Rings Road, having a bearing of North 84°26'11" East and monumented as shown hereon, is designated the "basis of bearing" for this description.

All rebar set are 5/8 inch DIA. 30 inches in length, with a red plastic cap stamped with the name "Landmark Survey".

The above description is based on an actual field survey performed in February of 2019.



LANDMARK SURVEY GROUP, INC.

David B. McCoy, P.S.
Registered Surveyor No. 7632

Date

1. 274-001302

MICHAEL AND DEBORAH SALCONE

5904 TRAFALGAR LN

DUBLIN OHIO 43016

2. 274-001303

GREGORY AND LYNTHIA STODRAWA

5192 TRAFALGAR LN

DUBLIN, OHIO 43016

3. 274-001304

JOSEPH BLACK

5920 TRAFALGAR LN

DUBLIN, OHIO 43016

4. 274-001305

ABDUL AND SUMIRA SHAMSUADIN

5928 TRAFALGAR LN

DUBLIN OHIO 43016

5. 274-001153

ADAM AND JAMIE KEEL

5936 TRAFALGAR LN

DUBLIN, OHIO 43016

6. 274-001154

JOYCE A SILVA AND ROWENA SIQUERIA
5944 TRAFALGAR LN
DUBLIN, OHIO 43016

7. 274-001155

JEFFERY BOFF
5950 TRAFALGAR LN
DUBLIN, OHIO 43016

8. 272-000372

RAYMOND AND BRENDA HARTMAN
6095 HOLIDAY LN
DUBLIN, OHIO 43016

9. 272-000373

CHARLOTTE STUKEY
6103 HOLIDAY LN
DUBLIN, OHIO 43016

10. 272-000374

MICHAEL AND SHARON RAMSEY
6111 HOLIDAY LN
DUBLIN, OHIO 43016

11. 272-012168

MR SHIER

7026 SHIER RINGS RD

DUBLIN, OHIO 43017

12. 272-000233

JASON HUFFMAN

7065 SHIER RINGS RD

DUBLIN, OHIO 43016

13. 272-000292

IMA MOORE

7055 SHIER RINGS RD

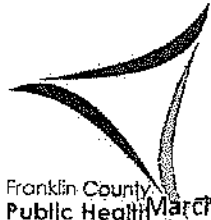
DUBLIN, OHIO 43016

14. 272-000291

BETTRICE BROGAN

7025 SHIER RINGS RD

DUBLIN, OHIO 43016



Franklin County
Public Health March 6, 2019

Franklin County Public Health

280 East Broad Street · Columbus, Ohio · 43215-4562

Michael G. King,
Vice President, Operations
Rockford Homes
999 Polaris Parkway, Suite #200
Columbus, Ohio 43240

RE: Soil and Sewage Treatment System Site Review and
2.86 Acre Lot Split from 3.925 Acre Tract with 1.06 Acre Remainder
7055 Shier Rings Road, Washington Township, Tax ID #: 272-000292

Dear Michael G. King:

A Soil and Sewage Treatment System Site Review and Lot Split Review for the referenced property have been completed and are hereby APPROVED.

Based on information provided and an on-site visit, the soil conditions, lot size, topography, and other factors are conducive for an on-site wastewater disposal system to function on the 1.06 Acre Remainder reference above. The existing home sewage treatment system on this lot will be abandoned and a new home sewage treatment system approved by this department is to be installed. Remainder lot geometry also provides the required isolation separation distances.

The newly created 2.86 Acre parcel will be attached to sanitary sewer service if developed as a residential lot.

Furthermore, this Soil and Sewage Treatment System Review will have no impact on any adjoining parcels' wastewater treatment systems or required isolation separation distances.

The proposed development of this property will also need to be reviewed and finalized by the Washington Township Zoning Commission.

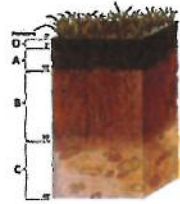
Please feel free to contact me if you have any questions or I can be of any further assistance.

Sincerely,

James May, RS, REHS
Water Quality Program
(614) 525-4928
JamesMay@franklincountyohio.gov

C: Washington Township Zoning Commission
Steven Miller, CPSS, Soil & Environmental Consulting Services, Inc.

Soil and Environmental
Consulting Services, Inc.



Thursday, January 24, 2019

Rockford Homes

Re: Soil investigation for on-site septic disposal for 7025 and 7055 Shier Rings Road, Washington Township, Franklin County, Ohio.

Enclosed you will find the requested detailed soil descriptions for 7025 and 7055 Shier Rings Road, Washington Township, Franklin County, Ohio.

The soils of the selected sites were mapped and described on the enclosed sheets for your records. The locations of the soil borings have been located using GPS and the locations have been delineated on the enclosed map. Copies of this letter, soil boring descriptions, sketch, and system drawing should be submitted to local health department. The health department will make the determination if the soil and site area is suitable for onsite sewage treatment. It may also be necessary for the soil borings to be located by a surveyor.

Please protect all areas approved for septic disposal by having the contractor stake and rope off the proposed locations prior to driveway and basement excavation. No soil, building, or waste material should be stored on the proposed absorption areas. Disturbance to the areas may result in compaction and the subsequent failure of the system. Any disturbance to the absorption area voids the results of this analysis.

If you have any questions or want to move forward with the septic design process feel free to contact us.

A handwritten signature in black ink, appearing to read 'Steven Miller'.

Steven Miller, CPSS



ALL INFORMATION ON THIS PAGE, INCLUDING ELEVATIONS AND LOT DIMENSIONS, IS FOR REFERENCE PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A LEGAL SURVEY OR DOCUMENT. CONTOUR DATA DERIVED FROM DIGITAL DEM DATA. SEE INCLUDE LETTER AND SOIL BORING SHEETS FOR MORE INFORMATION.

TITLE: SITE AND SOIL EVALUATION Site Layout	
7055 and 7025 Shier Rings Road Washington Township, Franklin County, Ohio	
DR. BY: SAM	Drawn By:
DATE: 1/30/2019	Soil & Environmental Consulting Services, Inc.
FILE: 18A312	P.O. Box 1121 Bridgeton, OH 45303 937-571-1545

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Franklin
 Township / Sec.: Washington
 Property Address/Location: 7055 Shier Rings Road
 Applicant Name: Rockford Homes
 Address: _____
 Phone #: _____
 Lot #: _____
 Test Hole #: 1
 Latitude/Longitude: _____
 Method: ☐ Pit ☐ Auger ☒ Tube

Land Use / Vegetation: Lawn
 Landform: Till Plain
 Position on Landform: Flat
 Percent Slope: 0.5%
 Shape of Slope: Linear / Linear
 Bedrooms or GPD: 3
 Date: Wednesday, January 23, 2019
 Evaluator: Steven Miller, CPSSc
Soil & Environmental Consulting, Inc.
P.O. Box 1121
Delaware OH 43015
 Job Number: 19A312
 Soil Series: _____

Signature: 
 Phone#: p-614.579.1164
soilconsultant@yahoo.com



Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
		Munsell Color (hue, value, chroma)									Consistence	
Horizon	Depth (inches)	Matrix Color	Redoximorphic Features		Texture			Structure		Type (shape)		
			Concentrations	Depletions	Class	Approx. % Clay	Approx. % Fragments	Grade	Size			
Ap	0 to 8	10YR 4/3			sic1	28	2	2	m	gr	fr	
Bt1	8 to 16	10YR 5/6		15%10Yr 5/2	sic1	32	2	2	m	sbk	fi	
Bt2	16 to 30	10YR 5/4		20%10YR 5/2	sic1	38	2	2	m	sbk	fi	
BC	30 to 33	10YR 5/4		25%10YR 5/2	sic1	36	2	1	m	sbk	fi	
Cd	33+	10YR 5/4		20%10Yr 5/2	sic1	35	5	0			vfi	

Limiting Conditions		Depth to (in.)	Description	Remarks / Risk Factors:
Perched Seasonal Water Table		8	perched on glacial till	Surface water should be diverted around system. Subsurface ag drainage may be present.
Apparent Water Table		>50		
Highly Permeable Material		>50		
Bedrock		>50		BM=CL of RD at E Pole
Restrictive Layer		33	glacial till	

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

ODH - December 2006

Site and Soil Evaluation for Sewage Treatment and Dispersal

County: Franklin
 Township / Sec.: Washington
 Property Address/Location: 7055 Shier Rings Road
 Applicant Name: Rockford Homes
 Address: _____
 Phone #: _____
 Lot #: _____
 Test Hole #: 2
 Latitude/Longitude: _____
 Method: ☐ Pit ☐ Auger ☒ Tube

Land Use / Vegetation: Lawn
 Landform: Till Plain
 Position on Landform: Flat
 Percent Slope: 0.5%
 Shape of Slope: Linear / Linear
 Bedrooms or GPD: 3
 Date: Wednesday, January 23, 2019
 Evaluator: Steven Miller, CPSSc
Soil & Environmental Consulting, Inc.
P.O. Box 1121
Delaware OH 43015
 Job Number: 19A312
 Soil Series: _____

Signature: _____

Phone#: p-614.579.1164

soilconsultant@yahoo.com



Soil Profile		Estimating Soil Saturation			Estimating Soil Permeability							Other Soil Features
Horizon	Depth (inches)	Matrix Color	Munsell Color (hue, value, chroma)		Texture			Structure			Consistence	
			Redoximorphic Features		Class	Approx. % Clay	Approx. % Fragments	Grade	Size	Type (shape)		
			Concentrations	Depletions								
Ap	0 to 9	10YR 4/3			sil	20	2	2	m	gr	fr	
Bt1	9 to 20	10YR 5/6		20%10YR 5/2	sicl	35	2	2	m	sbk	fi	
Bt2	20 to 31	10YR 5/4		25%10YR 5/2	sicl	38	2	2	m	sbk	fi	
BC	31 to 35	10YR 5/4		20%10Yr 5/2	sicl	36	2	1	m	sbk	fi	
Cd	35+	10YR 5/4		15%10Yr 5/2	sicl	35	5	0			vfi	

Limiting Conditions	Depth to (in.)	Description	Remarks / Risk Factors:
Perched Seasonal Water Table	9	perched on glacial till	Surface water should be diverted around system. Subsurface ag drainage may be present.
Apparent Water Table	>50		
Highly Permeable Material	>50		
Bedrock	>50		BM=CL of RD at E Pole
Restrictive Layer	35	glacial till	

Note: The evaluation shall include a complete site plan or site drawing including all requirements in paragraphs (B)(1) through (B)(4) of OAC 3701-29-08.

Landforms
Upland*
Terrace
Flood Plain
Lake Plain
Beach Ridge
*Includes glacial till plain and end moraine

Position on Landform
Depression
Flat
Knoll
Crest
Hillslope
Footslope

Shape of Slope
Convex
Concave
Linear
Complex

Horizon Nomenclature				
Master Horizons		Horizon Suffixes		Horizon Modifiers
O	Predominantly organic matter (litter & humus)	a	Highly decomposed organic matter	Numerical Prefixes: Used to denote lithologic discontinuities.
A	Mineral, organic matter (humus) accumulation, loss of Fe, Al, clay	b	Buried genetic horizon	
E	Mineral, loss of Si, Fe, Al, clay, organic matter	d	Densic layer (physically root restrictive)	Numerical Suffixes: Used to denote subdivisions within a master horizon.
B	Subsurface accumulation of clay, Fe, Al, Si, humus; sesquioxides; loss of CaCO ₃ ; subsurface soil structure	e	Moderately decomposed organic matter	
C	Little or no pedogenic alteration, unconsolidated earthy material, soft bedrock	g	Strong gley	
R	Hard bedrock	i	Slightly decomposed organic matter	
		p	Plow layer or artificial disturbance	
		r	Weathered or soft bedrock	
		t	Illuvial accumulation of silicate clay	
		w	Weak color or structure within B	
		x	Fragipan characteristics	

Soil Texture			
Texture Class Abbreviations		Textural Class Modifiers	
Course Sand	cos	Gravelly	GR
Sand	s	Fine Gravelly	FGR
Fine Sand	fs	Medium Gravelly	MGR
Very Fine Sand	vfs	Coarse Gravelly	CGR
Loamy Course Sand	lcos	Very Gravelly	VGR
Loamy Sand	ls	Extremely Gravelly	XGR
Loamy Fine Sand	lfs	Cobbly	CB
Loamy Very Fine Sand	lvfs	Very Cobbly	VCB
Coarse Sandy Loam	cosl	Extremely Cobbly	XCB
Sandy Loam	sl	Stony	ST
Fine Sandy Loam	fsl	Very Stony	VST
Very Fine Sandy Loam	vfsl	Extremely Stony	XST
Loam	l	Bouldery	BY
Silt Loam	sil	Very Bouldery	VBY
Silt	si	Extremely Bouldery	XBY
Sandy Clay Loam	scl	Channery	CN
Clay Loam	cl	Very Channery	VCN
Silty Clay Loam	sicl	Extremely Channery	XCN
Sandy Clay	sc	Flaggy	FL
Silty Clay	sic	Very Flaggy	VFL
Clay	c	Extremely Flaggy	XFL
*Estimate approximate clay percentage within 5 percent			

Soil Structure					
Grade		Size		Type (Shape)	
Structureless	0	Very Fine	vf	Granular	gr
Weak	1	Fine	f	Angular Blocky	abk
Moderate	2	Medium	m	Subangular Blocky	sbk
Strong	3	Coarse	co	Platy	pl
		Very Coarse	vc	Prismatic	pr
		Extr. Coarse	ec	Columnar	cpr
		Very Thin*	vn	Single Grain	sg
		Thin*	tn	Massive	m
		Thick*	tk	Cloddy	CDY
		Very Thick*	vk		
* The sizes Very Thin, Thin, Thick, and Very Thick, are used when describing platy structure only. Substitute thin for fine, and thick for coarse when describing platy structure.					

Moist Consistence	
Loose	l
Very Friable	vfr
Friable	fr
Firm	fi
Very Firm	vfi
Extremely Firm	efi

For a more detailed explanation on describing and sampling soils, please refer to the "Field Book for Describing and Sampling Soils" Schoeneberger, P.J., Wysocki, D.A., Benham, E.C., and Broderson, W.D. (editors) 2002. Field book for describing and sampling soils, version 2.0. Natural Resources Conservation Service, USDA, National Soil Survey Center, Lincoln, NE.

Date: 11/14/18

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises located in the State of Ohio, County of Franklin, tax parcel no(s) 272-000292 described as:

Approximately 2.860 Acres of the Port Above Parcel

1. Terms:

Purchase price shall be: \$ \$48,003.00 per Acres x 2.860

Approximate Acres = 137,289.00.

Additional Terms and Conditions:

SEE ATTACHED EXHIBIT "A"

Attorney Approval Clauses:

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within 1/18/19 calendar days after acceptance hereof, (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 2 days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 2-day period. In the event of termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

Taxes and Assessments:

The real estate taxes for the premises for the current year may change as a result of the transfer of the premises or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by the governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. These adjustments shall be final, except for the following: (none if nothing inserted).

Specified Inspection Period: Buyer shall have _____ (not applicable if the number of days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of days cannot be modified or waived except by a written agreement signed by both parties.

alt

Deed:

The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted):

Closing and Possession:

Closing: This contract shall be performed and this transaction closed on or before THE COMPLETION OF LOT SPLIT unless the parties agree in writing to an extension.

Possession: Seller is entitled to possession through Leasing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 8.

Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

Duration of Offer:

This offer shall be open for acceptance through JANUARY 18, 2019.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: M.L. Shier Rings LLC
Print Name: M.L. Shier Rings LLC
Date Signed: 11/19/18

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: Irina Moore
Print Name: Irina Moore
Date Signed: 1-18-19

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

B. V. V. 3/2/19
Subject to EXA
119

1161

Exhibit A

1) Buyer to pay for and perform lot split for Seller; all of the costs related to such lot split shall be borne by Buyer, including all legal fees incurred by both Buyer and Seller in the lot split process. It is the parties' intention for the preparation of any legal documentation and related processes for the lot split to be incurred solely by Buyer. Total purchase price will be based on the exact acreage designated by the lot split. Buyer and Seller agree that the purchase price will be \$48,003 per acre.

2) This contract is not contingent upon financing, cash at closing.

3) Buyer to pay for Title Insurance and all Closing Costs at Title First. Seller will not be responsible for any closing costs whatsoever.

4) Buyer, at Buyer's cost, will plant landscape buffer along Seller's property line on the Buyer's side of property immediately concurrent with the start of any development or work on the property whatsoever (with the exception that Buyer's simple maintenance or mowing of the property will not be considered to be the start of development or work on the property). The landscape shall consist of a particular number of evergreen trees, which shall be in an amount sufficient in height and number to provide privacy and block the view of the development, subject to the anticipated City of Dublin's final landscape plan approval rights. Buyer will guarantee the health and life of the trees for a one year from the date of planting, and Buyer, at Buyer's cost, will promptly replace and re-plant any trees that are in poor condition or have died within that one year time period.

5) Buyer and Seller acknowledge that part of the Seller's sanitary leach field is on the Buyer's property. Buyer, at Buyer's cost (including all legal fees) will provide a sanitary tap upon the development, provided Washington Township and the City of Dublin allow without Dublin annexation. If the Municipalities do not allow, Buyer, at Buyer's cost (including all legal fees), within 60 days after closing will install a new sanitary leach field on the rear of Seller's property, at a location and direction (preferably running horizontal and east/west (not the current vertical and north/south placement) approved by Seller and without disruption to any existing trees. Seller will also have approval rights over the type and design of the sanitary leach field, which is expected to be a "conventional" type (perforated pipes and gravel filled troughs, the system that is currently installed and used predominantly throughout central Ohio) and of no less quality than the type and design of Seller's current sanitary leach field; Buyer will work in conjunction with a licensed sanitary engineer and with Seller for all steps involved in this process to assure there will be no malfunction of the new sanitary leach field. Buyer will assure that there is no loss in sanitary service during any transition time for the establishment of either a sanitary tap or a re-placing of the sanitary leach field. Buyer will be responsible and liable to Seller for any damages and costs incurred related to the installation and function of the tap and/or sanitary leach field.

The deed will provide for a temporary easement that runs with the land to be on Buyer's property for the sanitary leach field to remain, in the event that a sanitary tap is not permitted; such easement documentation may provide that it will end once a sanitary tap is established, connected to Seller's house, and properly functioning or when the sanitary leach field has been properly located on Seller's land, connected to Seller's septic tank, and properly functioning.

The deed will also impose temporary restrictions on the property so that any successor owner of the property will be bound by all of the terms and conditions contained in this paragraph as well as those contained throughout the entire contract that are in favor of or benefit Seller until such time as all of those conditions have been satisfied (by way of example, the planting of the trees, the installation of the sanitary leach field, and the shed removal/waiting period).

Buyer, at Buyer's cost, will have its legal counsel prepare the deed and the easement documentation for Seller's counsel's review.

6) Buyer and Seller acknowledge that Seller's detached shed is on Buyer's property. Seller to remove personal items (if Seller chooses) within 90 days after closing. Buyer to remove shed and any remaining personal items that Seller abandons after such 90 day period after closing, all at Buyer's cost.

7) **Buyer shall provide a deposit with Seller's legal counsel to be held in its IOLTA account, upon signing of this contract in the amount of \$5,000.00.** Such amount shall be applied as a credit to the purchase price at closing. If the transaction does not move forward because Buyer is unable after reasonable efforts to obtain an approved zoning variance from Washington Township (regarding acreage) and/or an approved lot split from Franklin County, then the deposit will be refunded to Buyer. If this real estate transaction does not close for any other reason, then the deposit shall be non-refundable and Seller will keep the same. The keeping of the deposit will not prejudice any other rights Buyer may have against Seller for damages or actions relating to this transaction.

8) Buyer warrants that it will have access to the purchased portion of Seller's property through Buyer's own property, and if necessary or desired by Seller, the deed will provide that there is no easement by implication on Seller's sold portion of the property.

9) **Unless the parties agree in writing to an extension,** closing of this transaction shall occur no later than July 30, 2019, at which point the contract will terminate, the obligation to sell the property will cease, and Seller will be free to sell the property to another party with no further liability to Buyer.

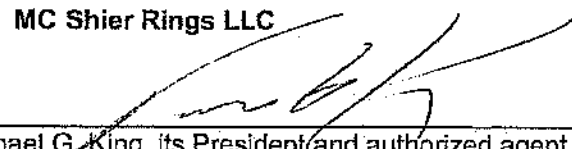
10) Seller makes no representations or warranties whatsoever regarding the property, and Buyer represents that it is relying solely on its own examination and inspection of the property to determine that it is suitable for Buyer's intended use.

11) The terms of this contract which by their nature extend beyond the closing of the transaction shall continue to survive the closing of this transaction and shall not merge into the deed.

12) Offer to remain open until January 18, 2019, unless the parties agree in writing to an extension.


13) Seller will not oppose Buyer's efforts to seek Dublin approval of Buyer's planned housing development.

Buyer: MC Shier Rings LLC

By: 
Michael G. King, its President and authorized agent

Date: 1-18-19

Seller:


Ima Moore, an individual

Date: 1-18-19

3



Franklin County
Public Health March 6, 2019

Franklin County Public Health

280 East Broad Street · Columbus, Ohio · 43215-4562

Michael G. King,
Vice President, Operations
Rockford Homes
999 Polaris Parkway, Suite #200
Columbus, Ohio 43240

RE: Soil and Sewage Treatment System Site Review and
2.86 Acre Lot Split from 3.925 Acre Tract with 1.06 Acre Remainder
7055 Shier Rings Road, Washington Township, Tax ID #: 272-000292

Dear Michael G. King:

A Soil and Sewage Treatment System Site Review and Lot Split Review for the referenced property have been completed and are hereby APPROVED.

Based on information provided and an on-site visit, the soil conditions, lot size, topography, and other factors are conducive for an on-site wastewater disposal system to function on the 1.06 Remainder reference above. The existing home sewage treatment system on this lot will be abandoned and a new home sewage treatment system approved by this department is to be installed. Remainder lot geometry also provides the required isolation separation distances.

The newly created 2.86 Acre parcel will be attached to sanitary sewer service if developed as a residential lot.

Furthermore, this Soil and Sewage Treatment System Review will have no impact on any adjoining parcels' wastewater treatment systems or required isolation separation distances.

The proposed development of this property will also need to be reviewed and finalized by the Washington Township Zoning Commission.

Please feel free to contact me if you have any questions or I can be of any further assistance.

Sincerely,

A handwritten signature in blue ink that reads "James May".

James May, RS, REHS
Water Quality Program
(614) 525-4928
JamesMay@franklincountyohio.gov

C: Washington Township Zoning Commission
Steven Miller, CPSS, Soil & Environmental Consulting Services, Inc.



Franklin County Public Health
280 East Broad Street
Columbus, Ohio 43215-4562
(614) 525-3160
www.myfcph.org

Sewage Treatment System Site Review Application

Water Quality Program

Review Application requested for the following:

☐ Household ☐ Small flow on-site ☐ New ☐ Replacement ☐ Alteration ☒ Lot-Split ☐ Lot Line Adjustment

Fee: Per lot \$100.00

Additional fee for subdivisions: 1-5 lots \$250.00 6-10 lots \$350.00 16-20 lots \$400.00 20 lots: \$450.00

This review must be completed and approved before a permit to install can be issued.

Please DO NOT submit request until all supporting documents, application, and fee have been collected.

Requirement Checklist:

- ☐ **PAYMENT:** All appropriate fees must be submitted with this application for each building site, plus platted subdivision fees if applicable.
- ☐ **SOIL EVALUATION:** A copy of a completed soil evaluation has been performed by a soil scientist (soil scientists are listed on the FCPH website).
- ☐ **DESIGN:** Unless the site review is for a lot split or a subdivision, a designer must submit a design or layout plan of the sewage treatment system.
- ☐ **IF APPLICABLE, STATEMENT FROM DESIGNER:** If the review is for a lot split, the application must be submitted with a statement from a designer indicating that siting the sewage treatment system would not violate the prohibitions in Ohio Administrative Code Chapter 3701-29-08
- ☐ The parcel must be adequately cleared, mowed, and identified by staking before the evaluation.

Sewage Treatment System Location

Address 7055 Shier Rings Rd	Tax District	Parcel Number 272-000233	Zip Code 43016
Subdivision Name:	Lot #:	City, Village or Township: WASHINGTON	

Owner's Name & Mailing Information ☐ Results to be mailed to:

Name(s): JMA MOORE	Phone #: ()	Cell ()
Mailing Address 7055 Shier Rings Rd	City DUBLIN	State OH Zip Code 43016

Requestor's Information if other than owner(s)

Name(s): M.C. Shier Rings LLC	Phone #: ()	Cell (614) 402-2979
Mailing Address P.O. Box 3001	City DUBLIN	State OH Zip Code 43016

FCPH Use Only

Sanitarian: JAMES MAY	Date Signed Off: 3/7/19	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Fee: 250\$	Date Paid: 3/7/19	

*** THIS APPLICATION EXPIRES ONE YEAR AFTER APPROVAL
PER THE SANITARIAN'S SIGNATURE ***

Please submit all documents to
Franklin County Public Health
ATTN: WATER QUALITY
280 East Broad Street
Columbus, Ohio 43215-4562

**IF A NEW STS IS TO BE INSTALLED, IT WILL
BE A DRIP OR MOUND SYSTEM.** *[Signature]*
3/15/19