

LIBERTY RESERVE

Planned Residence District
Home Road
Powell, Ohio
January 26, 2021



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Exhibit 'A-1' – Evidence of Land Control Letter

Exhibits 'B-1 & B-2' – Legal Description and Boundary Survey

Exhibits 'C-1, C-1.1, & C-2' – Preliminary Development Plan, Illustrative Plan, and
Existing Conditions Plan

Exhibits 'D-1 through D-6' – Landscape Plans, Tree Preservation Plan, and
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Exhibits 'F-1 through F-4' – Architectural Elevations, Elevation Key Plan & Matrix,
Floor Plans, and Color Schemes



PLANNING AND ZONING COMMISSION (P&Z) PRELIMINARY DEVELOPMENT PLAN APPLICATION

ALL ITEMS ON THIS APPLICATION MUST BE COMPLETED.

**Application Fee: \$500.00 + \$100.00 per acre
Per Fee Ordinance 2020-25**

Applicant: Liberty Reserve LLC
Address/City/State/Zip: c/o Underhill & Hodge LLC, 8000 Walton Pkwy, Suite 260, New Albany, OH 43054
Email Address: aaron@uhlawfirm.com
Phone No: (614) 335-9320 **Cell Phone No:** _____ **Fax No:** (614) 335-9329
Property Owner: Liberty Reserve LLC
Address/City/State/Zip: Same as applicant
Email Address: _____
Phone No: _____ **Cell Phone No:** _____ **Fax No:** _____
Architect/Designer for Applicant: Faris Planning & Design, LLC
Address/City/State/Zip: 243 N. Fifth Street, Suite 401, Columbus, OH 43215
Email Address: tfaris@farisplanninganddesign.com
Phone No: (614) 487-1964 **Cell Phone No:** _____ **Fax No:** _____
Property Address: 4026 Home Road
Lot Number/Subdivision: _____ **Existing Use:** Single-family home **Proposed Use:** Residential

Reason for Administrative Review (attach necessary documents):

Zoning map amendment to the PRD, Planned Residence District, and preliminary development plan review.

Checklist:

- ☐ Preliminary Plan requirements set forth in Section [1143.11\(c\)](#).
 - ☐ Provide any other information that maybe useful to the Planning and Zoning Commission or City Staff in the space below or attach additional pages.
 - ☐ **5 copies** of all drawings, text, any other items, and application.
 - ☐ **1 digital copy** (CD, USB, Email) of the complete application packet.
 - ☐ Attach the required fee - \$500.00 + \$100.00 per acre.
 - ☐ Post a public notice sign at least (10) days prior to a public hearing or public meeting, pursuant to ordinance 1107.035
- Public notice sign details found [here](#).

(SEE OVER)

I agree to grant the City Staff, the Commission, Board or Council considering this application access to the property that is the subject of this application for the purposes of reviewing this application and posting public notice for this application.

Signature of Applicant:

By: Am L. Underhill
Aaron L. Underhill, Attorney

Date:

1/26/21

Office Use
Received

Office Use	
Type/Date:	_____
Base Fee:	_____ \$500.00
Per Acre:	_____ \$100.00X () =
Total:	_____
Prepared by:	_____
Reviewed by:	_____
PAYOR:	_____
RECIEPT #	_____

City of Powell · 47 Hall Street · Powell, Ohio 43065 · (614) 885-5380 · (614) 885-5339 fax· www.cityofpowell.us



PLANNING AND ZONING COMMISSION (P&Z) ZONING MAP AMENDMENT APPLICATION

ALL ITEMS ON THIS APPLICATION MUST BE COMPLETED.

Application Fee: \$750.00*
Per Fee Ordinance 2019-49

Applicant: Liberty Reserve LLC

Address/City/State/Zip: 243 N. Fifth Street, Suite 401, Columbus, Ohio 43215

Email Address: tfaris@farisplanninganddesign.com

Phone No: (614) 487-1964

Cell Phone No: _____

Fax No: (614) 487-1964

Property Owner: Same as applicant

Address/City/State/Zip: 243 N. Fifth Street, Suite 401, Columbus, Ohio 43215

Email Address: tfaris@farisplanninganddesign.com

Phone No: (614) 487-1964

Cell Phone No: _____

Fax No: (614) 487-1964

Architect/Designer for Applicant: Faris Planning & Design, LLC

Address/City/State/Zip: 243 N. Fifth Street, Suite 401, Columbus, Ohio 43215

Email Address: tfaris@farisplanninganddesign.com

Phone No: (614) 487-1964

Cell Phone No: _____

Fax No: (614) 487-1964

Property Address: 4026 Home Road

Lot Number/Subdivision: _____ **Existing Use:** Single-family home

Proposed Use: Residential

Zoning Map Change Request (attach necessary documents): From _____ District to _____ District in order to develop:

Zoning map amendment to the PRD, Planned Residence District

Checklist:

- ☐ Zoning Map Amendment requirements set forth in Section [1131.04](#)
- ☐ Attach a list of contiguous property owners as well as directly across the street from and within 250 feet of property
- ☐ Attach **5 copies** of a vicinity map
- ☐ **1 digital copy** (CD, USB, Email) of the complete application packet.
- ☐ Attach statement of compatibility of proposed zoning and use with adjacent properties and comprehensive plan
- ☐ Attach the required fee - \$750.00*

*Does not include transcript cost, which actual cost incurred.

- ☐ Post a public notice sign at least (10) days prior to a public hearing or public meeting, pursuant to ordinance 1107.035

Public notice sign details found [here](#).

(See Over)

I agree to grant the City Staff, the Commission, Board or Council considering this application access to the property that is the subject of this application for the purposes of reviewing this application and posting public notice for this application.

Signature of Applicant: By: Aaron L. Underhill, Attorney Date: 1/26/21

Office Use
Received

Office Use
Type/Date: <u>1/26/2021 check</u>
Base Fee: <u>\$750.00</u>
Prepared by: <u>ES</u>
Reviewed by: _____
PAYOR: <u>TMB Investments</u>
RECIEPT # <u>008350</u>

City of Powell · 47 Hall Street · Powell, Ohio 43065 · (614) 885-5380 · (614) 885-5339 fax· www.cityofpowell.us

**LIBERTY RESERVE PLANNED RESIDENCE DISTRICT
ZONING TEXT
8.6+/- Acres**

January 26, 2021

I. Introduction and Summary.

This text relates to the Planned Residence District zoning map amendment and preliminary development plan applications filed by Liberty Reserve LLC (the “Applicant”) pertaining to 8.6+/- acres located to the north of and adjacent to Home Road and to the east of the intersection of Home Road and Steitz Road (the “Property”). The Property recently has been annexed to the City of Powell. To the south of the Property is Home Road and an existing single-family subdivision located within the City. To the west is a planned park located outside of the corporate limits, and to the east is an existing church that also is unincorporated. To the north is property that is zoned in the township for a large residential community consisting of over 900 units.

The proposed development will consist of 42 townhome residential units contained within 21 buildings. Buildings will be two stories to two and one-half stories in height and will be for-rent. The site plan provides in excess of 43% open space which includes a central green and a large open space along Home Road.

II. Development Standards - Generally.

The development standards contained within this text and the plans that accompany it are intended to govern the proposed development. The Planned Residence District is being used as the base zoning category under which development is being undertaken. In the event of a conflict between the standards in this text and those found within the Zoning Resolution, the standards in this text shall govern. When this text is silent on any, particular development standard that is addressed in the City’s Codified Ordinances, the standard provided in the Codified Ordinances shall govern.

III. Permitted Uses. Permitted uses in this zoning district include attached two-family residential dwellings that are for-rent, as well as improvements which are customarily ancillary thereto, such as (but not limited to) private streets, green spaces, landscape and entrance features, fencing, leisure paths and trails, and accessory structures (including, but not limited to, a clustered mailbox unit). Home occupations associated with a principal use shall be permitted in accordance with the Codified Ordinances. One unit located within the building closest to the entry into the development from Home Road shall be permitted to include a rental office that may also serve as living space for an employee of the owner who assists with the management of the community.

IV. Density, Lot and Setback Requirements.

A. Density. There shall be a maximum of 42 attached residential units as part of this development. No more than 21 individual buildings shall be permitted.

B. Setbacks.

1. Home Road. One building may be located no closer than 60 feet from the right-of-way of Home Road, provided that its side façade is oriented toward that public street. For all other buildings, there shall be a minimum setback of 125 feet from the right-of-way of Home Road.

2. Perimeter Boundaries. Buildings shall be located a minimum of 25 feet from the western perimeter boundary line of this zoning district. Buildings shall be located a minimum of 30 feet from the eastern perimeter boundary line and the northern perimeter boundary line of this zoning district.

3. Between Units. There shall be a zero setback requirement between individual dwelling units within a building.

4. Between Buildings. There shall be a minimum setback between building facades of 30 feet, except that there shall be a minimum setback between building facades of 23 feet for Buildings 17 and 18 and Buildings 19 and 20, as numbered on the preliminary development plan. There shall be a minimum distance of 25 feet between entry stoops, steps, and covered entries into individual units, except that such minimum distance shall be 15 feet as between Buildings 17 and 18 and Buildings 19 and 20.

5. From Private Streets. No façade of a building or garage shall be located closer than 20 feet to the back of curb of a private street, except that due to the curvature of the private street located to the front of Building 7 (as shown on the preliminary development plan), that building shall be located no closer than 15 feet to the back of curb of the private street.

6. Encroachments. A maximum encroachment of two feet shall be permitted into minimum setbacks for roof overhangs, and a maximum encroachment into minimum setbacks of 8 feet shall be permitted for patios.

V. **Traffic, Circulation and Parking Requirements.**

A. Private Streets. All streets within this development shall be private and shall be constructed with curbs. Pavement for private streets within the development shall be a minimum of 26 feet, 1 inch in width, measured from face-of-curb to face-of-curb.

B. On-Street Parking. Parking shall be permitted on one side of each private street in the locations specified in the preliminary development plan.

C. Off-Street Parking. Each residential unit shall provide a 2-car attached garage and a minimum of 2 off-street parking spaces in the driveway. Driveways shall be constructed of asphalt and shall be a minimum width of 16 feet.

D. Sidewalks; Leisure Paths. A private sidewalk shall be located adjacent to one side of each private street in the general locations shown on the preliminary development plan. Sidewalks shall be 4 feet in width and shall be constructed of concrete. An asphalt leisure path with a width of 5 feet shall be provided within the central green space. An asphalt leisure trail with a width of 10 feet shall be provided along Home Road.

E. Frontage. All buildings and units shall have frontage and access on a private street. Individual units may have access to its garage from the front or the side.

F. Vehicular Access. Subject to the review and approval of relevant governmental authorities with jurisdiction, vehicular access to the Property shall be one access point along Home Road with right-in, right-out, and left-in turn movements and a connection to a public street to be constructed to the north by others, once that adjacent property develops.

G. Right-of-Way. Home Road shall have a dedicated right-of-way width of 40 feet as measured from the centerline of the existing right-of-way. Dedication of this right-of-way to the relevant governmental jurisdiction shall be a condition precedent to the City issuing the first building permit for a structure in this zoning district.

VI. Architecture.

A. Architectural Character. The architectural character of the buildings to be constructed in this zoning district shall be consistent with the exhibits that accompany this text. In order to provide a diversity of design, a matrix of several elevation designs and colors requirements have been submitted along with the preliminary development plan. Elevation designs and colors of materials shall be dispersed through the development in accordance with this matrix.

B. Exterior Finish Materials. Cementitious siding, smart siding, brick, brick veneer, vinyl, stone, and stone veneer shall be permitted as primary exterior façade materials. Permitted trim materials include wood, PVC, vinyl, EIFS, cementitious trim and aluminum.

C. Maximum building height. Buildings may be up to two and one-half stories and shall not exceed 35 feet in height.

D. Accessory Improvements. Patios and privacy fencing around patios shall be permitted for each dwelling unit.

VII. Buffering, Landscaping, Open Space and Screening Commitments.

A. Open Space. Subject to final engineering, there shall be 3.7+/- acres of open space which represents 43%+ of the gross site area.

B. Open Spaces. All open space areas shall be passive in nature. All open space shall be maintained by the owner of the development at its sole cost and expense. Existing mature trees within the open space located adjacent to Home Road between the private street labeled as “Road

A” on the preliminary development plan and the eastern perimeter boundary line of this zoning district shall be preserved, except that trees may be removed if they are of a noxious or invasive nature, are dead or diseased, or if they present an actual or possible danger to persons or property, or where necessary to install and construct the 10-foot wide leisure path near Home Road or to accommodate utility crossings. Paved pedestrian trails shall be permitted within open spaces. Benches, trash receptacles, and pet waste stations may be located within open space areas. Open spaces shall permit the construction of necessary infrastructure to serve this zoning district including grading, utilities, drainage, and stormwater management areas.

C. Street Trees. Street trees along private streets shall be provided as shown on the preliminary development plan.

D. Screening and Buffering. A mound with a minimum height of 4 feet shall be installed and maintained within the southeastern portion of this zoning district to provide screening and buffering for the benefit of the church building located to the east of this zoning district. The mound shall be located as shown on the preliminary development plan and shall be planted with evergreen trees as illustrated in the accompanying landscape plan. Along the eastern boundary line from a location immediately to the north of the mound to a point just to the south of the detention basin in the northeastern portion of the site, evergreen trees shall be planted along with a combination of deciduous trees and shrubs to provide additional screening and buffering, as shown in the accompanying landscape plan.

E. Fencing. A three-rail horse fence shall be provided and maintained along Home Road and along the east and west sides of the entry into the development from Home Road in the locations shown on the preliminary development plan. Details for this fencing are provided in a detailed plan that accompanies this text.

VIII. Miscellaneous.

A. Signage. Signage shall be provided in accordance with the requirements of the City’s Codified Ordinances. One entry sign will be provided to identify the community near the vehicular entrance into the site from Home Road shall be located outside of the public street right-of-way. A second entry sign will be provided to identify the community near the vehicular entrance into the site along its northern perimeter boundary line. A secondary sign shall be permitted near the rental office to identify its location.

B. Mailboxes. Based on federal postal regulations, individual mailboxes in front of residential units are not permitted. Cluster mailbox locations with enough mailboxes to serve the units shall be provided as shown on the accompanying preliminary development plan, with the exact final location to be coordinated with the Postmaster at the time of final engineering.

C. Waste and Refuse. All waste and refuse cans shall be stored in garages. Each unit will be provided with individual refuse collection services. Waste receptacles may be located near the CBU location, provided that they are of a decorative design, pedestrian in scale and black or dark color complementary to the community design.

D. Storage. Storage sheds shall be prohibited. All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

E. Utilities. All new utilities constructed or installed in this zoning district shall be underground.



Doc ID: 010355690010 Type: OFF
 Kind: EASE NO FEE
 Recorded: 06/03/2014 at 09:35:00 /
 Fee Amt: \$0.00 Page 1 of 10
 Workflow# 0000076051-0002
 Delaware County, OH
 Melissa Jordan County Recorder
 File# 2014-00012834

BK 1288 PG 1720-1729

Delaware County
 The Grantor Has Complied With
 Section 319.202 Of The R.C.
 DATE 6.3.14 Transfer Tax Paid 0
 TRANSFERRED OR TRANSFER NOT NECESSARY
 Delaware County Auditor By aw

Delaware County Recorder
 REVIEWED
 BY: LV
 DATE: 6-3-14

**EASEMENTS FOR HIGHWAY PURPOSES AND SANITARY SEWER
 PURPOSES AND DRAINAGE PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, Beautiful Savior Lutheran Church, the Grantor(s) for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to (him/her/them) by the Board of County Commissioners of Delaware County, Ohio, Grantee, whose address is 101 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, do (does) hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, forever, a perpetual easement and right-of-way for public highway and road purposes, in, upon and over the lands described in Exhibit A attached hereto, and a perpetual, 20 foot wide exclusive sanitary sewer easement over, through, under, within, upon, and across the area described on the attached Exhibit B, together with ingress and egress over reasonable routes across Grantor's tracts that adjoin the easement area when exercising the purposes of this easement, solely for construction, operation and maintenance of public and or private sanitary sewers and sanitary sewer service connections; no other utility shall be located within the sanitary sewer easement except for crossings as described herein; right angle or near right angle utility crossings ("near right angle" is defined as an angle between eighty (80) degrees and one-hundred (100) degrees) over, across, or under the sanitary sewer line and over, across, under, or through this sanitary sewer easement are not restricted, except that all utility crossings under the sanitary sewer shall be subject to the review and approval of the Delaware County Sanitary Engineer; any utility crossing within the sanitary sewer easement resulting in an angle less than 80 degrees shall only be permitted if approved in writing by the Delaware County Sanitary Engineer; no buildings, sheds, decks, pools, or other such structures, or the footers or foundations of any structures or features shall be constructed above or below ground within the limits of the sanitary sewer easement unless said structure is approved in writing by the Delaware County Sanitary Engineer; any landscaping features, such as, but not limited to, trees, fences, signs, retaining walls, etc., within the sanitary sewer easement area shall be reviewed for approval by the Delaware County Sanitary Engineer prior to installation; any landscaping features placed within this sanitary sewer easement

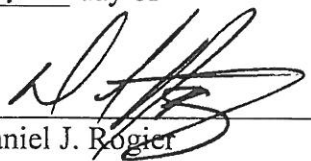
may be removed at any time by the Delaware County Sanitary Engineer or his/her representatives; the cost of restoration shall be the responsibility of the Grantor, or, upon conveyance by the Grantor, by the Grantor's successors and assigns; the addition or removal of any dirt, soil, fill, or other changes to the ground elevation above the sanitary sewer and/or within the sanitary sewer easement shall be subject to approval of the Delaware County Sanitary Engineer; the Delaware County Sanitary Engineer reserves the right to require that all earthwork within the sanitary sewer easement be graded to such a level that will, in his or her opinion, not jeopardize the structural integrity of or limit the County's reasonable access to the sanitary sewer; and a perpetual drainage easement for the constructing, operating and/or maintaining of storm water drainage swales and/or other storm water drainage facilities, over the easement area described in Exhibit C attached hereto together with ingress and egress thereto. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the drainage easement areas as delineated in the Exhibit. Any landscaping features such as trees, fences, retaining walls, etc. within the drainage easement areas shall be reviewed by the Delaware Soil and Water Conservation District (DSWCD) and the Delaware County Engineer's Office (DCEO) prior to installation. The DSWCD and DCEO shall review all improvements within the Drainage Easement to insure that improvements will not interfere with the storm water control facilities.

TO HAVE AND TO HOLD said easements and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantor for themselves and their successors and assigns, hereby covenant with said Grantee, its successors and assigns, that they are true and lawful owner of said premises as recorded in Deed Book 1277 , Page 1093 -1094 and are lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever and that they will warrant and defend the same against all claims of all persons whomsoever. Such easements are granted in perpetuity.

The Grantor has executed this instrument on this 27th day of May, 2014.

By:


Daniel J. Rogier
Chairman

STATE OF OHIO
COUNTY OF ~~DELAWARE~~ ss:
Franklin

Before me, a Notary Public, in and for said County and State, personally appeared the above named Daniel J. Rogier who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
07 day of May, 20 14.

Adam Sibert
Notary Public

This instrument prepared by:

____ (Name)
____ (Company)
____ (Address)



ADAM SIBERT
Notary Public, State of Ohio
My Comm. Expires 02-23-2015

**DESCRIPTION OF A
20' WIDE ROADWAY EASEMENT**

Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands being in the N.W. part of Farm Lot 7 and being across a 7.018 Acre tract conveyed to BEAUTIFUL SAVIOR LUTHERAN CHURCH, POWELL, OHIO, AN OHIO CORPORATION (Parcel #319-24001036002), shown in Deed Book 1277, Page 1093, Recorder's Office, Delaware County, Ohio. and being more particularly described as follows;

Commence at a point at the Centerline of Home Road (Co. Rd 124) 60' (R/W) Right-Of-Way, also being the southwest corner of said 7.018 acre tract, said point also being the southeast corner of a 6.883 Acre tract conveyed to OHIO DISTRICT LUTHERAN CHURCH EXTENSION FUND INC., (Parcel #319-24001036001) shown in O.R. 418, Page 685, thence;

N03°39'45"E a distance of 30.00 feet crossing said Home Road with the west line of said 7.018 acre tract and the east line of said 6.883 acre tract to a point on the Existing North R/W line of said Home Road, said point also being the TRUE PLACE OF BEGINNING for this legal description, thence;

N03°39'45"E a distance of 20.00 feet leaving said existing R/W line and continuing with the common lines of said 7.018 acre tract and the 6.883 acre tract to a point, thence;

S86°37'11"E a distance of 368.00 leaving said common lines and crossing the said 7.018 acre tract to a point on the east line of said 7.018 acres. also being the west line of a 3.001 Acre tract conveyed to OLENTANGY SCHOOLS BOARD OF EDUCATION, (Parcel #319-24001034001) shown in Deed Book 104, Page 366, theca;

S03°39'45"W a distance of 20.00 feet with the common lines of said 7.018 acre tract and the said 3.001 acre tract to a point on the said existing north R/W line, thence;

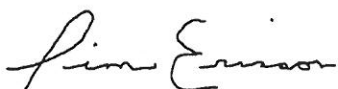
N86°37'11"W a distance of 368.00 leaving said common lines and continuing with the said existing north R/W line, returning to the True Place Of Beginning and containing 7,360 Square feet or 0.169 acres more or less, subject however to all legal easements and rights-of-way of record.

See EXHIBIT "A" attached and made part thereof.

Basis of Bearings:

Bearings are based on the centerline of Home Road (C.R. 124) as being S86°37'11"E as shown on a survey drawing recorded in Volume 104, Pg. 366, Recorder's Office, Delaware County, Ohio.

This Description is prepared from records on file at the Recorder's and Auditor's Office, Delaware County, Ohio, and is True and Correct to the best of my knowledge.



Timothy A. Ericsson
State of Ohio Professional
Registered Surveyor #8067
05-22-14

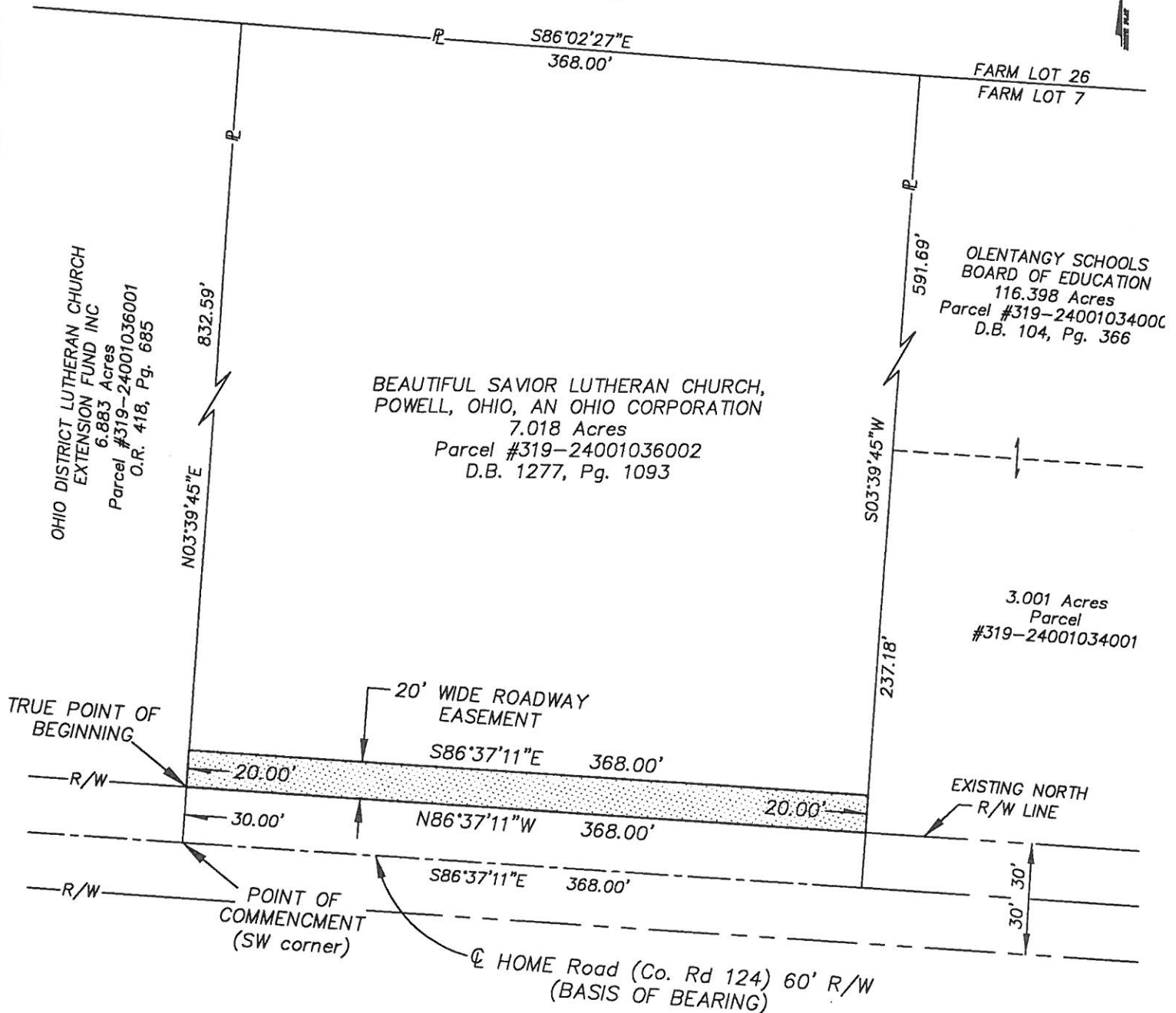


20' WIDE ROADWAY EASEMENT

EXHIBIT "A"

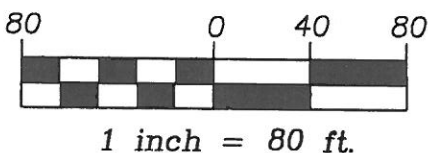
Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands being in the N.W. part of Farm Lot 7 and being across a 7.018 Acre tract conveyed to BEAUTIFUL SAVIOR LUTHERAN CHURCH, POWELL, OHIO, AN OHIO CORPORATION (Parcel #319-24001036002), shown in Deed Book 1277, Page 1093, Recorder's Office, Delaware County, Ohio.

PEARL EDWARD TRUSTEE
30.924 ACRES
Parcel #319-21001039000
D.B. 172, Pg. 1173



Basis of Bearings:
Bearings are based on the centerline of Home Road (C.R. 124) as being S86°37'11"E as shown on a survey drawing recorded in Volume 104, Pg. 366, Recorder's Office, Delaware County, Ohio.

This Plat is prepared from records on file at the Recorder's and Auditor's Office, Delaware County, Ohio, and is True and Correct to the best of my knowledge.



Timothy A. Ericsson
Timothy A. Ericsson
State of Ohio Professional
Registered Surveyor #8067
05-22-14



**DESCRIPTION OF A
20' WIDE SANITARY SEWER EASEMENT**

Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands being in the N.W. part of Farm Lot 7 and being across a 7.018 Acre tract conveyed to BEAUTIFUL SAVIOR LUTHERAN CHURCH, POWELL, OHIO, AN OHIO CORPORATION (Parcel #319-24001036002), shown in Deed Book 1277, Page 1093, Recorder's Office, Delaware County, Ohio. and being more particularly described as follows;

Commence at a point at the Centerline of Home Road (Co. Rd 124) 60' (R/W) Right-Of-Way, also being the southwest corner of said 7.018 acre tract, said point also being the southeast corner of a 6.883 Acre tract conveyed to OHIO DISTRICT LUTHERAN CHURCH EXTENSION FUND INC., (Parcel #319-24001036001) shown in O.R. 418, Page 685, thence;

N03°39'45"E a distance of 50.00 feet crossing said Home Road with the west line of said 7.018 acre tract and the east line of said 6.883 acre tract to a point, said point being the TRUE PLACE OF BEGINNING for this legal description, thence;

N03°39'45"E a distance of 20.00 feet continuing with the common lines of said 7.018 acre tract and the 6.883 acre tract to a point, thence;

S86°37'11"E a distance of 368.00 leaving said common lines and crossing the said 7.018 acre tract to a point on the east line of said 7.018 acres, said point also being on the west line of a 3.001 Acre tract conveyed to OLENTANGY SCHOOLS BOARD OF EDUCATION, (Parcel #319-24001034001) shown in Deed Book 104, Page 366, theca;

S03°39'45"W a distance of 20.00 feet with the common lines of said 7.018 acre tract and the said 3.001 acre tract to a point, thence;

N86°37'11"W a distance of 368.00 leaving said common lines crossing the said 7.018 acre tract returning to the True Place Of Beginning and containing 7,360 Square feet or 0.169 acres more or less, subject however to all legal easements and rights-of-way of record.

See EXHIBIT "B" attached and made part thereof.

Basis of Bearings:

Bearings are based on the centerline of Home Road (C.R. 124) as being S86°37'11"E as shown on a survey drawing recorded in Volume 104, Pg. 366, Recorder's Office, Delaware County, Ohio.

This Description is prepared from records on file at the Recorder's and Auditor's Office, Delaware County, Ohio, and is True and Correct to the best of my knowledge.



Timothy A. Ericsson
State of Ohio Professional
Registered Surveyor #8067
05-22-14

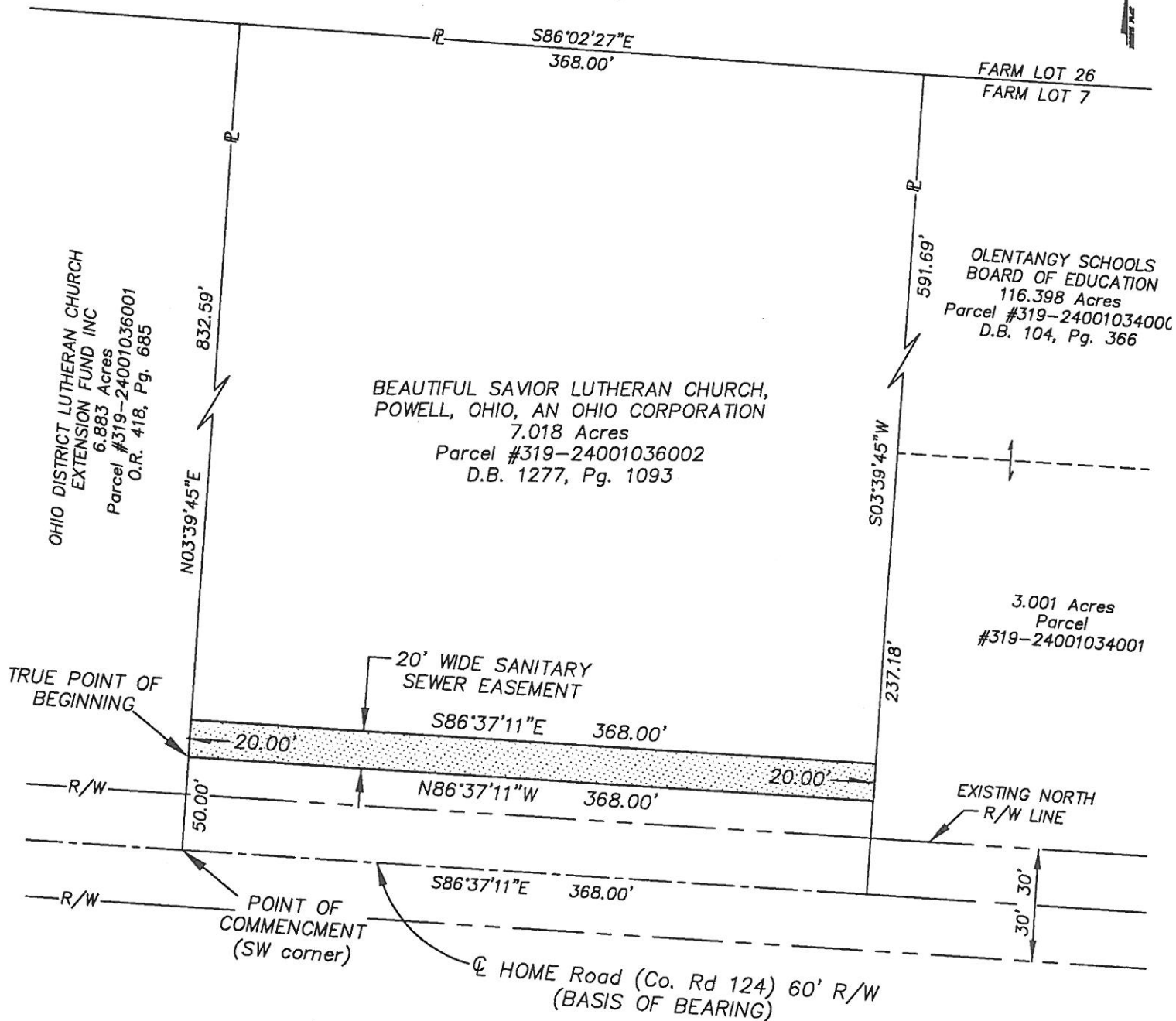


20' WIDE SANITARY SEWER EASEMENT

EXHIBIT "B"

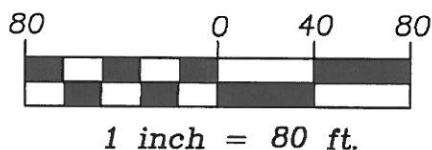
Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands being in the N.W. part of Farm Lot 7 and being across a 7.018 Acre tract conveyed to BEAUTIFUL SAVIOR LUTHERAN CHURCH, POWELL, OHIO, AN OHIO CORPORATION (Parcel #319-24001036002), shown in Deed Book 1277, Page 1093, Recorder's Office, Delaware County, Ohio.

PEARL EDWARD TRUSTEE
30.924 ACRES
Parcel #319-21001039000
D.B. 172, Pg. 1173



Basis of Bearings:
Bearings are based on the centerline of Home Road (C.R. 124) as being S86°37'11"E as shown on a survey drawing recorded in Volume 104, Pg. 366, Recorder's Office, Delaware County, Ohio.

This Plat is prepared from records on file at the Recorder's and Auditor's Office, Delaware County, Ohio, and is True and Correct to the best of my knowledge.



Timothy A. Ericsson
Timothy A. Ericsson
State of Ohio Professional
Registered Surveyor #8067
05-22-14



**DESCRIPTION OF A
1.072 ACRE STORM DRAINAGE EASEMENT**

Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands being in the N.W. part of Farm Lot 7 and being across a 7.018 Acre tract conveyed to BEAUTIFUL SAVIOR LUTHERAN CHURCH, POWELL, OHIO, AN OHIO CORPORATION (Parcel #319-24001036002), shown in Deed Book 1277, Page 1093, Recorder's Office, Delaware County, Ohio. and being more particularly described as follows;

Commence at a point at the Centerline of Home Road (Co. Rd 124) 60' (R/W) Right-Of-Way, also being the southwest corner of said 7.018 acre tract, said point also being the southeast corner of a 6.883 Acre tract conveyed to OHIO DISTRICT LUTHERAN CHURCH EXTENSION FUND INC., (Parcel #319-24001036001) shown in O.R. 418, Page 685, thence;

N03°39'45"E a distance of 206.15 feet crossing said Home Road with the west line of said 7.018 acre tract and the east line of said 6.883 acre tract to a point, said point also being the TRUE PLACE OF BEGINNING for this legal description, thence;

N03°39'45"E a distance of 288.51 feet continuing with the common lines of said 7.018 acre tract and 6.883 acre tract to a point. thence;

with the following three (3) call across the said 7.018 acre tract:

S86°20'15"E a distance of 222.84 feet to a point;

N03°39'45"E a distance of 153.17 feet to a point;

S86°20'15"E a distance of 145.15 feet to a point on the east line of said 7.018 acre tract said point being on the west line of a 116.398 acre tract conveyed to OLENTANGY SCHOOLS BOARD OF EDUCATION, (Parcel #319-24001034000) shown in Deed Book 104, Page 366, thence;

S03°39'45"W a distance of 245.22 feet with said east line of 7.018 acres and the west line of said 116.398 acre tract to a point, thence;

with the following seven (4) calls across the 7.018 acre tract:

N86°20'15"W a distance of 145.15 feet to a point, thence;

N03°39'45"E a distance of 62.05 feet to a point, thence;

N86°20'15"W a distance of 192.68 feet to a point, thence;

S03°39'45"W a distance of 258.51 feet to a point, thence;

N86°20'15"W a distance of 30.17 feet returning to the True Place of Beginning and containing 50,078 square feet or 1.15 acres more or less, subject however to all legal easements and rights-of-way of record.

See EXHIBIT "C" attached and made part thereof.

Basis of Bearings:

Bearings are based on the centerline of Home Road (C.R. 124) as being S86°37'11"E as shown on a survey drawing recorded in Volume 104, Pg. 366, Recorder's Office, Delaware County, Ohio.

This Description is prepared from records on file at the Recorder's and Auditor's Office Delaware County, Ohio, and is True and Correct to the best of my knowledge.



Timothy A. Ericsson
State of Ohio Professional
Registered Surveyor #8067
5-29-14



1.07 ACRE STORM DRAINAGE EASEMENT

EXHIBIT "C"

Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands being in the N.W. part of Farm Lot 7 and being across a 7.018 Acre tract conveyed to BEAUTIFUL SAVIOR LUTHERAN CHURCH, POWELL, OHIO, AN OHIO CORPORATION (Parcel #319-24001036002), shown in Deed Book 1277, Page 1093, Recorder's Office, Delaware County, Ohio.

PEARL EDWARD TRUSTEE
30.924 ACRES
Parcel #319-21001039000
D.B. 172, Pg. 1173

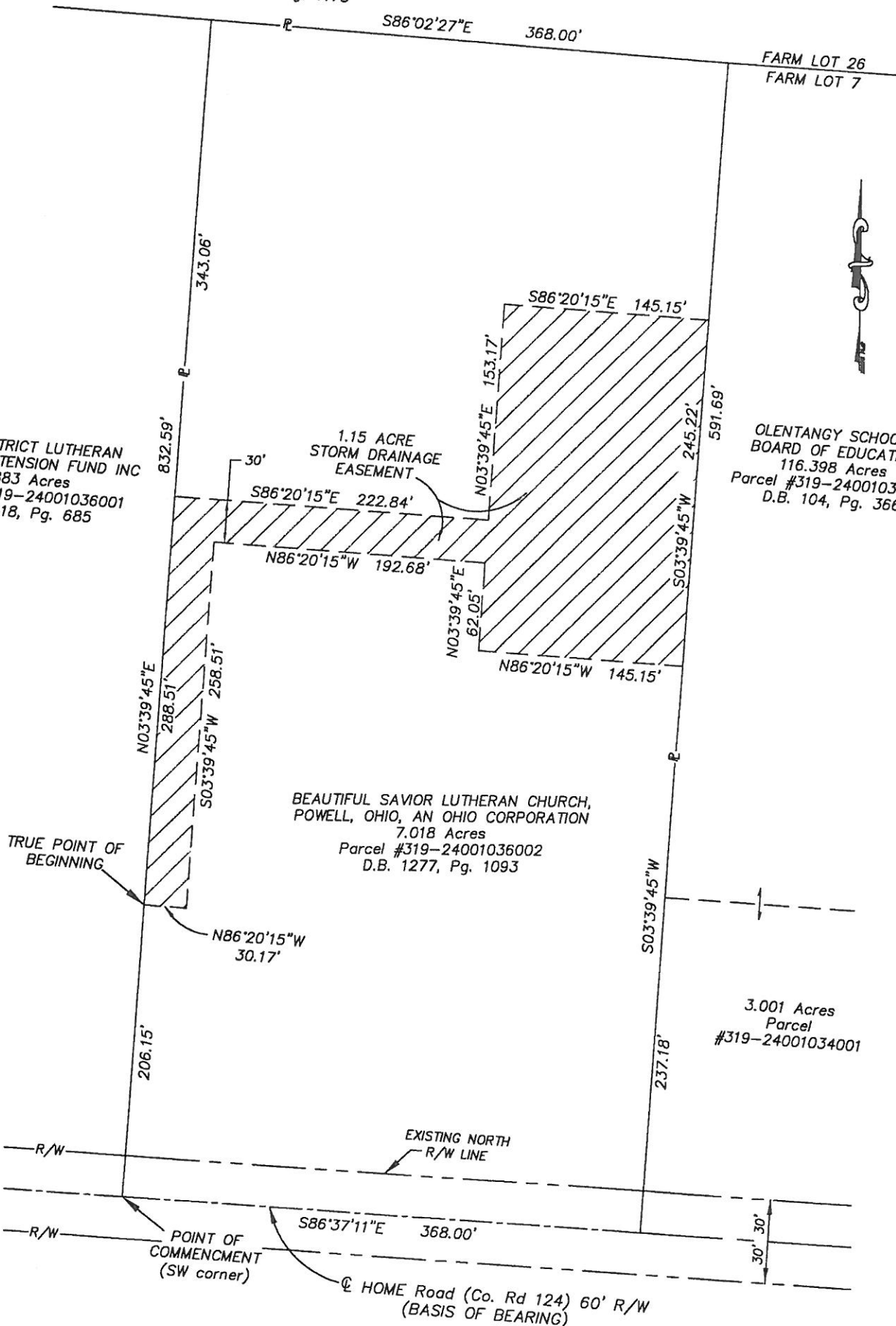
FARM LOT 26
FARM LOT 7

OHIO DISTRICT LUTHERAN
CHURCH EXTENSION FUND INC
6.883 Acres
Parcel #319-24001036001
O.R. 418, Pg. 685

OLENTANGY SCHOOLS
BOARD OF EDUCATION
116.398 Acres
Parcel #319-24001034000
D.B. 104, Pg. 366

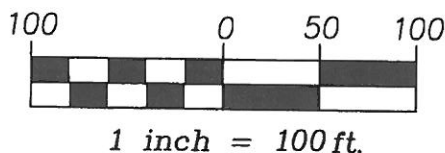
BEAUTIFUL SAVIOR LUTHERAN CHURCH,
POWELL, OHIO, AN OHIO CORPORATION
7.018 Acres
Parcel #319-24001036002
D.B. 1277, Pg. 1093

3.001 Acres
Parcel
#319-24001034001



Basis of Bearings:
Bearings are based on the centerline of Home Road (C.R. 124) as being S86°37'11\"E as shown on a survey drawing recorded in Volume 104, Pg. 366, Recorder's Office, Delaware County, Ohio.

This Plat is prepared from records on file at the Recorder's and Auditor's Office, Delaware County, Ohio, and is True and Correct to the best of my knowledge.



Timothy A. Ericsson
Timothy A. Ericsson
State of Ohio Professional
Registered Surveyor #8067
05-29-14



**Columbus Title Agency of Central Ohio, LLC
7500 Slate Ridge Blvd.
Reynoldsburg, OH 43068
(614)866-2782**

08/17/2020

Liberty Reserve, LLC
P.O. Box 819
Dublin, OH 43017

Enclosed is your Owner's Title Insurance Policy. This policy will remain in effect forever without any further payment of premiums. This is an important document and should be kept in a safe place with your other valuable papers.

Also enclosed, please find your original recorded Warranty Deed.

Please contact us in the event you sell or refinance your property, since you may be entitled to a reduced cost at that time. Thank you for letting us be of service.

Enclosure



POLICY NO.
OP-6-OH1062-9580660

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY
**WESTCOR LAND
TITLE INSURANCE COMPANY**
OWNER'S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: OH1062 * 2844S05-O

WESTCOR LAND TITLE INSURANCE COMPANY

Columbus Title Agency of Central Ohio,
LLC
7500 Slate Ridge Blvd.
Reynoldsburg, OH 43068



By:

Mary O'Donnell

President

Attest:

[Signature]
Secretary

ALTA 6-17-06 OWNER'S POLICY

SCHEDULE A

Name and Address of Title Insurance Company: **Westcor Land Title Insurance Company**
875 Concourse Parkway South, Suite 200, Maitland, FL 32751

State: Ohio

County: Delaware

Address Reference: 4026 Home Road
Powell, OH 43065

File No.: 2844S05-O

Date of Policy & Effective Time:

March 30, 2020
at 03:35 PM

Policy No.: OP-6-OH1062-9580660

Amount of Insurance: \$ 525,000.00

Reinsurance #:

1. Name of Insured:
Liberty Reserve, LLC
2. The estate or interest in the Land that is insured by this policy is:
FEE SIMPLE
3. Title is vested in:
LIBERTY RESERVE, LLC
4. The Land referred to in this policy is described as follows:

SEE EXHIBIT A ATTACHED HERETO



COLUMBUS TITLE AGENCY OF CENTRAL
OHIO, LLC

Issued By: OH1062
Columbus Title Agency of Central Ohio, LLC
7500 Slate Ridge Blvd.
Reynoldsburg, OH 43068
(614)866-2782

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

ALTA 6-17-06 OWNER'S POLICY

SCHEDULE B

Agent Number: OH1062

Order Number: 2844S05-O

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
4. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
5. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
6. Taxes and assessments for the first half of the year 2020, which are not yet due and payable, and subsequent installments.
7. Taxes or assessments approved, levied or enacted by the state, county, municipality, township or similar taxing authority, but not yet certified to the tax duplicate of the county in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or any retroactive increases in taxes or assessments resulting from any retrospective increase in the valuation of the land by the state, county, municipality, township or other taxing authority.
8. Future special assessments on the tax duplicate occasioned by past due water bills, sewer bills, weed cutting charges, property clean-up and building maintenance charges assessed by any governmental entity.
9. Any interests, claims or charges resulting from a matter of record that was filed prior to the effective date of the root of title.
10. Oil, gas, coal, and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
11. Easements granted Del-Co West Company, Inc., of record in Deed Book 376, page 718, Deed Book 365, page 409 and Deed Book 365, page 412.
12. Easements granted Columbus and Southern Ohio Electric Co., of record in Deed Book 283, page 126, Deed Book 283, page 127, Deed Book 377, page 631 and Deed Book 328, page 373.
13. Easement granted Marion-Reserve Power Company, of record in Deed Book 211, page 206 as modified in Deed Book 476, page 647..
14. Easement granted Board of County Commissioners, of record in Official Records Volume 1311, page 2436.
15. We do not affirmatively insure the quantity of acreage as set forth in the description contained in Schedule "A" hereof.
16. Rights of public to use those portions of subject premises lying within the confines of public roads and highways.
17. But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under Chapter 42, Section 3607 of the United States

SCHEDULE B

(Continued)

Agent Number: OH1062

Order Number: 2844S05-O

Code or (B) relates to handicap but does not discriminate against handicapped persons.

ALTA 6-17-06 OWNER'S POLICY

EXHIBIT A

Agent Number: OH1062

Order Number: 2844S05-O

PARCEL ONE

Situated in the State of Ohio, County of Delaware, Township of Liberty, Range 19, Township 3, Section 2, United States Military Lands and in the Northwest part of Farm Lot 7 and being 13.910 acres out of an original 20.831 acres (measured), 21.00 acres (per deed) conveyed to Susanne Hall Pearl et al. shown in Volume 64, Pg. 1581.

Commencing for reference at a R.R. spike (fnd.) in the centerlines of Steitz Road (Co. Rd. 125, 50' R/W) and Home Road (Co. Rd. 124, 60' R/W), thence;

S86°37'11" East a distance of 861.02 feet with the center of said Home Road to a Nail (set) said Nail being the TRUE PLACE of BEGINNING for this description, thence;

N00°37'49" East a distance of 232.00 feet leaving said road with a west line of said 21.00 acre tract and being the east line of a 1.71 acre tract conveyed by deed to Winfred Wirth shown in D.B. 542, Pg. 659 to an I.P. (set) at the northeast corner of said 1.71 acre tract, passing a Wood Post (fnd.) at 30.00 feet, thence;

N89°10'11" West a distance of 326.40 feet with the north line of said 1.71 acre tract to an I.P. (set) on the northwest corner of said 1.71 acre tract, thence;

N02°34'49" East a distance of 620.04 feet with a new line through said 21.00 acre tract to an I.P. (set) on the south line of a 30.924 acre tract conveyed by deed to R & S Pearl Family shown in D.B. 64, Pg. 1581 thence;

S86°02'27" East a distance of 824.33 feet with the south line of said R & S Pearl 30.924 acre tract to a ¾" I.P. (fnd.), said I.P. being the northeast corner of said 21.00 acre tract and being the northwest corner of a 116.398 acre tract conveyed by deed to Olentangy Schools Board of Education shown in D.B. 104, Pg. 366, thence;

S03°39'44" West a distance of 828.87 feet with the west line of said school Board and being the east line of said 21.00 acre tract to a Nail (set) in the center of said Home Road, passing a ¾" I.P. (fnd.) at 798.87 feet, thence;

N86°37'11" West a distance of 474.34 with the center of said Home Road returning to the True Place of Beginning and containing 13.910 acres more or less, subject however to all legal easements and right-of-way on record.

This description was prepared from records on file at the Recorders Office, Delaware County, Ohio and from an actual field survey performed on August 19, 2003.

Basis of Bearing: Bearings are based on the centerline of Home Road as being N86°37'11" West shown in D.B. 104, Pg. 366 Recorders office, Delaware County Ohio.

Iron Pins set are 5/8" rebar 30" long and are capped E.Z. 8067.

EXCEPTING THEREFROM THE FOLLOWING PARCEL (being the parcel conveyed to Beautiful Savior Lutheran Church in Volume 1277, Page 1093):

Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands and being in the N.W. part of Lot 7 and being 7.018 Acres out of a 13.910 Acre tract (Parcel #31924001036001) conveyed to the OHIO DISTRICT LUTHERAN CHURCH EXTENSION FUND, INC., shown in O.R. 418, Pg. 685 and being more particularly described as follows:

Commencing for reference at a R.R. Spike (found) at the centerline intersection of Steitz Road Co. Rd. 125, 50' R/W) and Home Road (Co. Rd. 124, 60' R/W), thence;

S 86°37'11" East a distance of 967.36 feet with the centerline of Home Road to a Nail (set), said Nail being the TRUE PLACE OF BEGINNING for this legal description, thence;

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

EXHIBIT A

(Continued)

Agent Number: OH1062

Order Number: 2844S05-O

N 03°39'45" East a distance of 832.59 feet, passing an I.P. (set) at 30.00 feet, leaving Home Road with a new line through said 13.910 Acres to a set I.P. on the north line of the 13.910 Acres and being a south line of 30.924 Acre tract conveyed to PEARL EDWARD TRUSTEE (Parcel # 319-21001039000) shown in D.B. 172, Pg. 1173, also being the north line of Farm Lot 7 and the south line of Farm Lot 26, thence;

S 86°02'27" East a distance of 368.00 feet with a south line of the 30.924 Acres and the said common Farm Lot lines to a $\frac{3}{4}$ " I.P. (found) at the northwest corner of a 116.398 Acre tract conveyed to OLENTANGY SCHOOLS BOARD OF EDUCATION (Parcel # 319-24001034000) shown in D.B. 104, Pg. 366, thence;

S 03°39'45" West a distance of 828.87 feet with a western line of said Olentangy Schools tract to a Nail (set) in the center of Home Rd., passing a $\frac{3}{4}$ " I.P. (found) at 798.87 feet, thence;

N 86°37' 11" West a distance of 368.00 feet with the center of Home Rd., returning to the TRUE PLACE OF BEGINNING and containing 7.018 acres more or less, subject however to all legal easements and rights-of-way of record.

PPN of Excepted Property: 319-240-01-036-002
PROPERTY ADDRESS: Vacant Lot, Home Road, Powell, Ohio 43065
PPN: 319-240-01-036-001

PARCEL TWO

The following described tract of land is situated in the State of Ohio, Delaware County, Liberty Township, Range 19, Township 3, Quarter Section 2, Farm Lot 7, being all of Winifred P. Wirth's 1.71 acre tract described in Deed Volume 498, page 32, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Steitz Road (C.R.#125) with the centerline of Home Road (C.R.#124)(60');

Thence South 86°12'00" East 526.72 feet, following the centerline of Home Road, to a cotton gin spindle found at the southwest corner of said 1.71 acre tract and marking the point of beginning,

Thence North 04°38'11" East 228.70 feet, passing at 30.00 feet an iron pin set, to an iron pin set;

Thence South 86°46'13" East 326.40 feet, to an iron pin set;

Thence South 05°57' 14" West 232.09 feet, passing at 202.05 feet an iron pin set, to a Mag nail set in the centerline of Home Road;

Thence North 86°12'00" West 321.00 feet, following the centerline of Home Road to the point of beginning, containing 1.711 acres, more or less and subject to all valid easements and restrictions of record.

Property Address: 4026 Home Road, Powell, Ohio 43065
PPN: 319-240-01-037-000

Note: This policy is of no force and effect unless Schedule A and Schedule B are attached together with any added pages incorporated by reference.

OP-6S / ALTA 6-17-06 Owner's Policy Schedule A and B

(WLTIC Edition 9/18/07)
(2844S05-O.PFD/2844S05-O/31)

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations.
 This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public

Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or

CONDITIONS AND STIPULATIONS - CONTINUED

damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses in-

curred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any

matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

ALTA OWNER'S POLICY
(6-17-06)

WESTCOR
LAND TITLE
INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

EXPEDITED TYPE EXATIO
8.897 +/-ACRES

FROM: LIBERTY TOW SHIP

TO: CITY OF POWELL

Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, TWP. 3, Section 2, United States Military Lands, being in the N.W. part of Lot 7, and being comprised of all of that 6.892 & 1.71 acre tract as conveyed to the Liberty Reserve LLC., by deed of record in D.B. 1711, PG. 1769 Recorder's Office, Delaware County Ohio, and said 8.897 acre tract of land being more particularly described as follows:

BEGINNING at the south right-of-way line of Home Road 60' (CO. Rd 124) and the south line of 0.629 acre tract as conveyed to Home Road Dedication by deed of record in D.V. 944, PG. 2404, the east line of a 13.775 acre tract as conveyed to Liberty Grand LLC., by deed of record in D.B. 1704, PG. 2532, thence;

N 02° 34' 49" E, a distance of **867.27 feet (R)**, along the west line of said 6.892 & 1.71 acres and the east line of said 13.775 acre tract to an iron pin found, at the northwest corner of said 6.892 & 1.71 Acre tract, the northeast corner of said 13.775 acre tract, and the south line of a 76.467 acre tract as conveyed to Mi Homes of Central Ohio LLC., thence;

S 86° 02' 27" E, a distance of **456.33 feet (R)**, along the north line of said 6.892 & 1.71 acre tract and the south line of said 76.467 acre tract to an iron pin set being the northeast corner of said 6.892 & 1.71 acre tract, the south line of said 76.467 acre tract, and the northwest corner of a 7.018 acre tract as conveyed to Beautiful Savior Lutheran Church, Powell, Ohio, an Ohio Corporation by deed of record in D.B. 1277, PG 1093, thence;

S 03° 39' 45" W, a distance of **862.59 feet (R)**, along the east line of said 6.892 & 1.71 acre tract and the west line of said 7.018 acre tract, to a point on the south line of said 0.629 acre tract, thence;

N 86° 37' 11" W, a distance of **439.95 feet (R)**, along the south line of said 0.629 acre tract, on the common line of Liberty Township and the City of Powell, to the **TRUE POINT OF BEGINNING**, containing 8.897 acre, more or less.

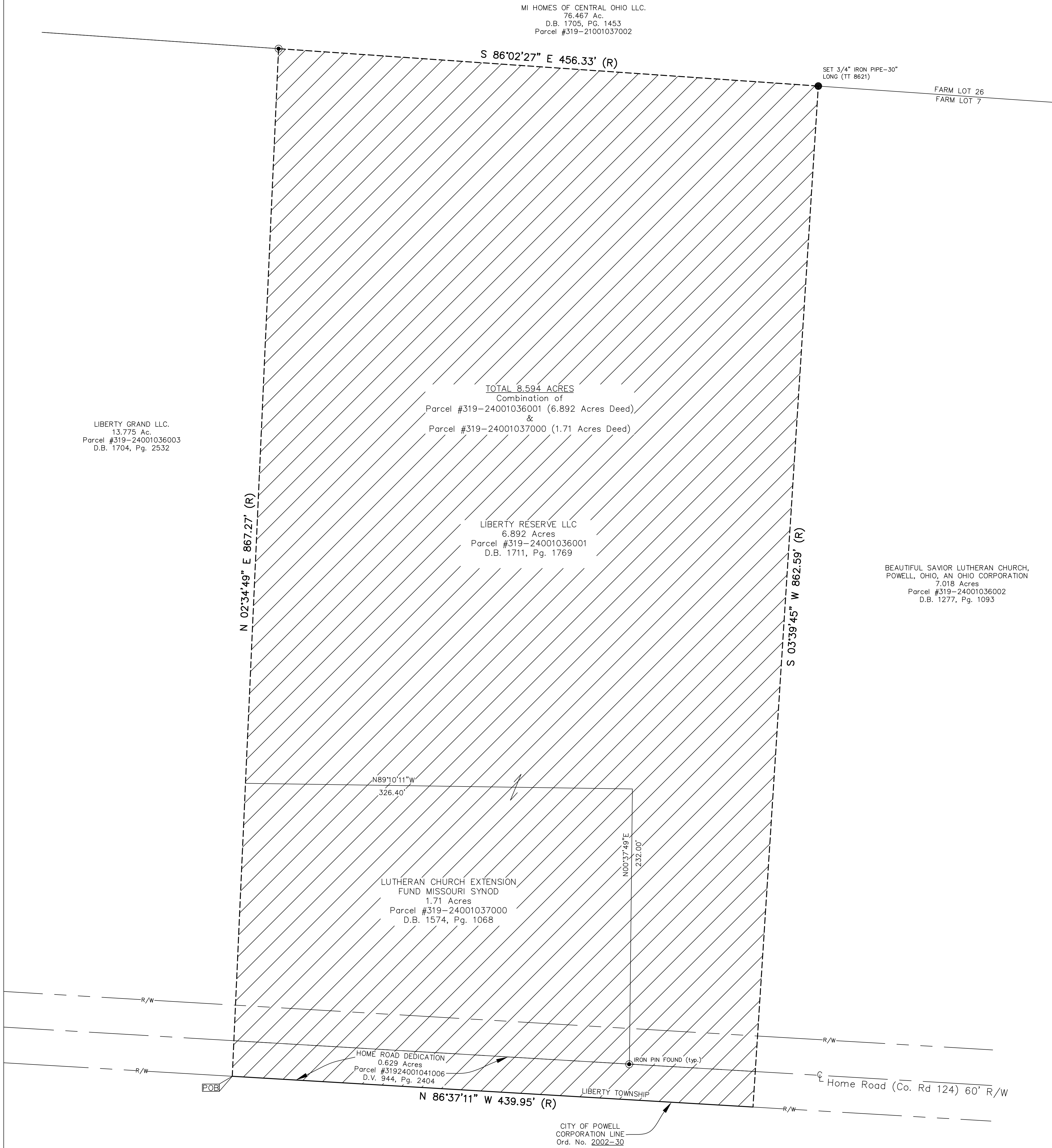
Michael R. Ziska

7/29/2020

Professional Surveyor No. 8621

MAP OF TERRITORY TO BE ANNEXED TO THE CITY OF POWELL FROM LIBERTY TOWNSHIP, AND THE POPULAR ID OF THE TERRITORY.
EXPEDITED TYPE 2 ANNEXATION OF 8.897 +/- ACRES

Situated in the State of Ohio, County of Delaware, Liberty Township, Range 19, Twp. 3, Section 2, United States Military lands and being in the N.W. part of Lot 7.



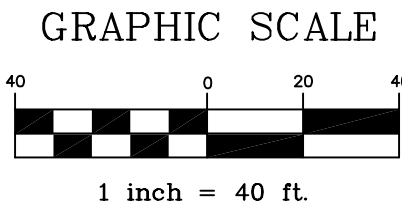
Proposed Corporation Line

Existing Corporation Line

Area to be Annexed
////

CONTIGUITY NOTE:
Total perimeter of annexation area is 2186.19 feet, of which 439.95 feet is contiguous with in the City of Powell by Ordinance Number 2002-30 giving 20.1 % perimeter contiguity.

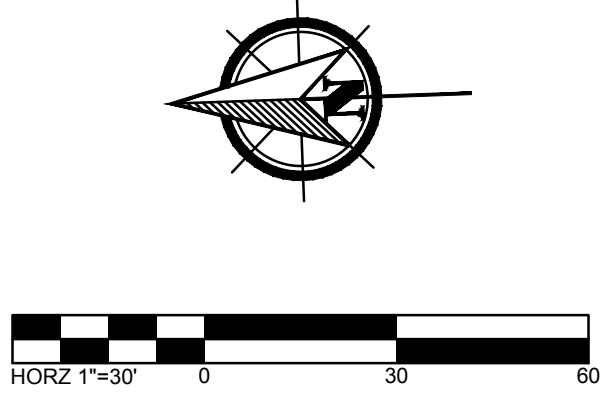
NOTE:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.
Four surrounding owners are affected by this annexation.
Length of County Road = 440.51 feet.
Length of Township Road = 439.95 feet.



Columbus, Ohio
TERRATEK INC
LAND SURVEYING & MAPPING

EXPEDITED TYPE 2 ANNEXATION	
State of Ohio, County of Delaware, and in Liberty Township	
4026 Home Road, Powell, OH 43065	
CERTIFICATION: This Plan was prepared from record's on file at the Auditor & Recorder's Offices, Delaware County, Ohio.	
<div>BY: MICHAEL R. ZISKA REGISTERED STATE OF OHIO PROFESSIONAL SURVEYOR No. 8621 DATE OF PLAT:07/29/2020.....</div> <div>STATE OF OHIO MICHAEL R. ZISKA 8621 REGISTERED SURVEYOR</div>	

PLOT SCALE: 1"=100' DATE: 1/6/21 - 4:01 PM EDITED BY: MLYNCH DRAWING FILE: O:\2019\01243D DRAWINGS\CIVIL\EXHIBITS\19.01243.DWG CE EXISTING LAYOUT 2020-11-25.DWG



REVISIONS	DATE	SHEET NO.	DESCRIPTION	APPROVED DATE

DATE:	1/6/2021
DRAWN BY:	MBL
CHECKED BY:	BJM
JOB NUMBER:	2019.01243

C-2

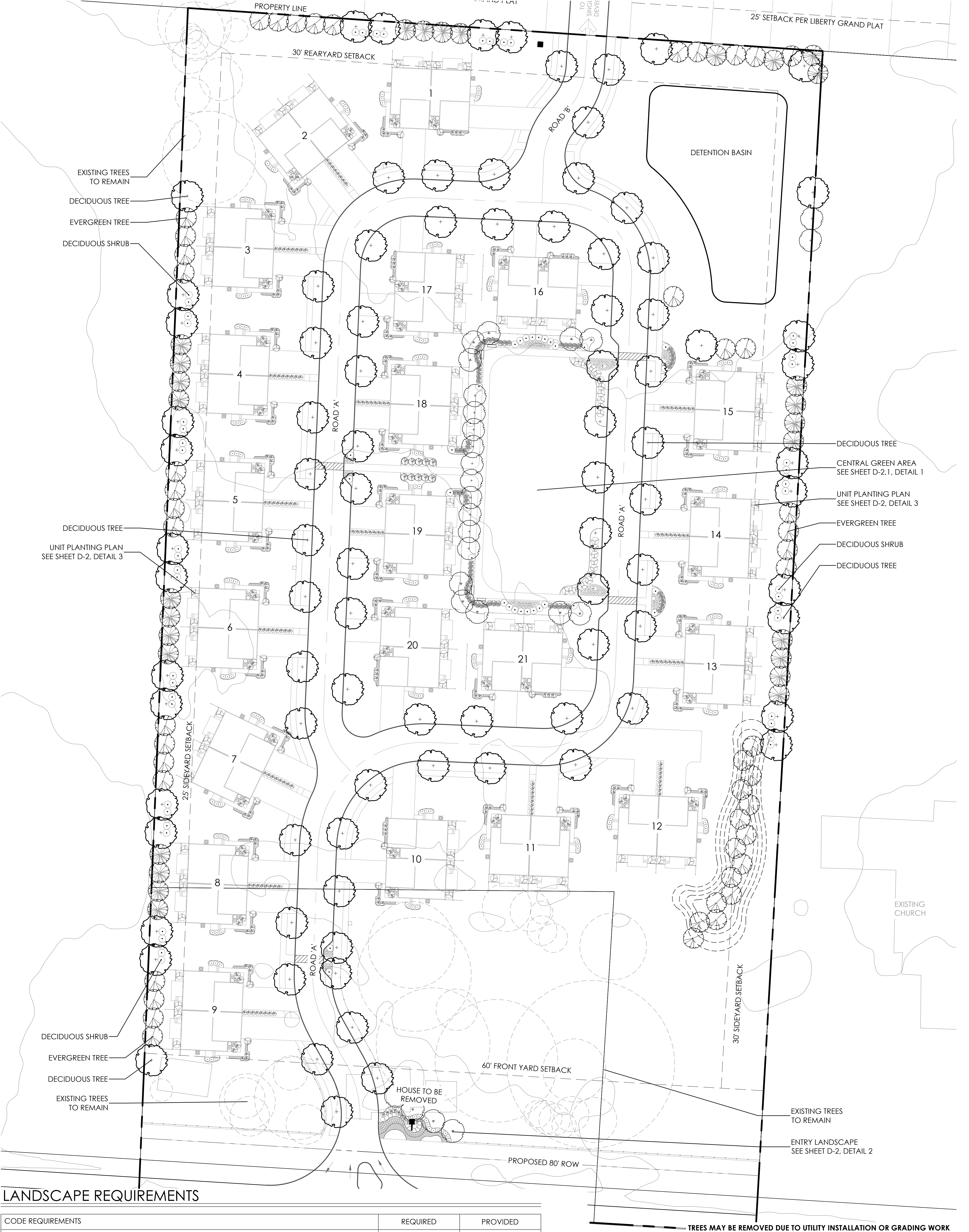
EXISTING PLAN
FOR
PROPOSED HOME RD
DEVELOPMENT
POWELL, OHIO



AMERICAN
STRUCTUREPOINT
INC.

2550 Corporate Exchange Dr., Ste 300 | Columbus, Ohio 43231
TEL: 614.444.1236 FAX: 614.444.1236
www.structurepoint.com

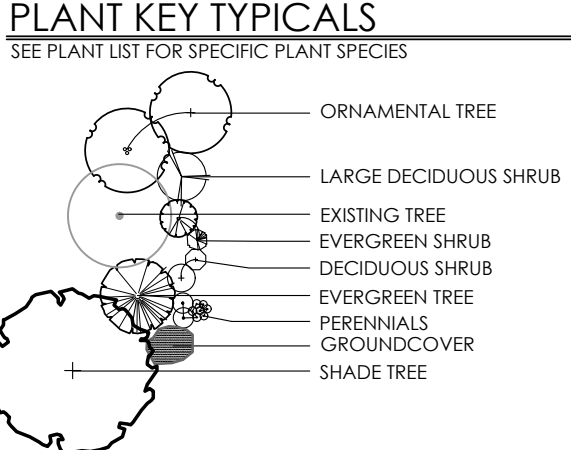
BELL PROPERTIES, LTD.



LANDSCAPE REQUIREMENTS

CODE REQUIREMENTS	REQUIRED	PROVIDED
1145.29 (D) - REPLACEMENT OF DESTROYED TREES		
FOR EVERY TREE REMOVED HAVING A TRUNK DIAMETER OF 6" OR GREATER NEW TREES SHALL BE PLANTED ON THE SUBJECT SITE HAVING A TOTAL TRUNK DIAMETER OF NO LESS THAN 6"	552 CAL. IN. OR 221 TREES @ 2.5"	189 TREES
1145.30 (A)(B) - MINIMUM REQUIRED TREES		
ALL RESIDENCES AND RESIDENTIAL LAND USES, PER DWELLING UNIT 1/2" IN TRUNK DIAMETER FOR EVERY 150 SF OF BUILDING GROUND COVERAGE UNLESS NO NEW TREE PLANTINGS SHALL BE REQUIRED IF EXISTING TREES TO REMAIN ON SITE AFTER DEVELOPMENT, AND THE AGGREGATE TRUNK SIZES OF THE TREES, MEET OR EXCEED THE REQUIREMENTS ABOVE	168 CAL. IN. OR 168 CAL. IN. OF EXISTING TREES TO REMAIN	657 CAL. IN. OF EXISTING TREES TO REMAIN
1145.33 (A) - SCREENING		
ANY NON-RESIDENTIAL USES WHICH ABUT ANY RESIDENTIAL USES MUST SCREEN OR BUFFER USING A MASONRY WALL, DECORATIVE FENCE, DENSE VEGETATIVE PLANTING, OR LANDSCAPED MOUND. ALL SCREENING SHALL BE A MIN. OF 5 1/2' HGT. IN ORDER TO ACCOMPLISH THE DESIRED SCREENING EFFECT	DENSE VEGETATIVE PLANTING	73 EVERGREEN TREES, 29 SHADE TREES, 60 DECIDUOUS SHRUBS, 4' HGT. MOUND, & EXISTING TREES

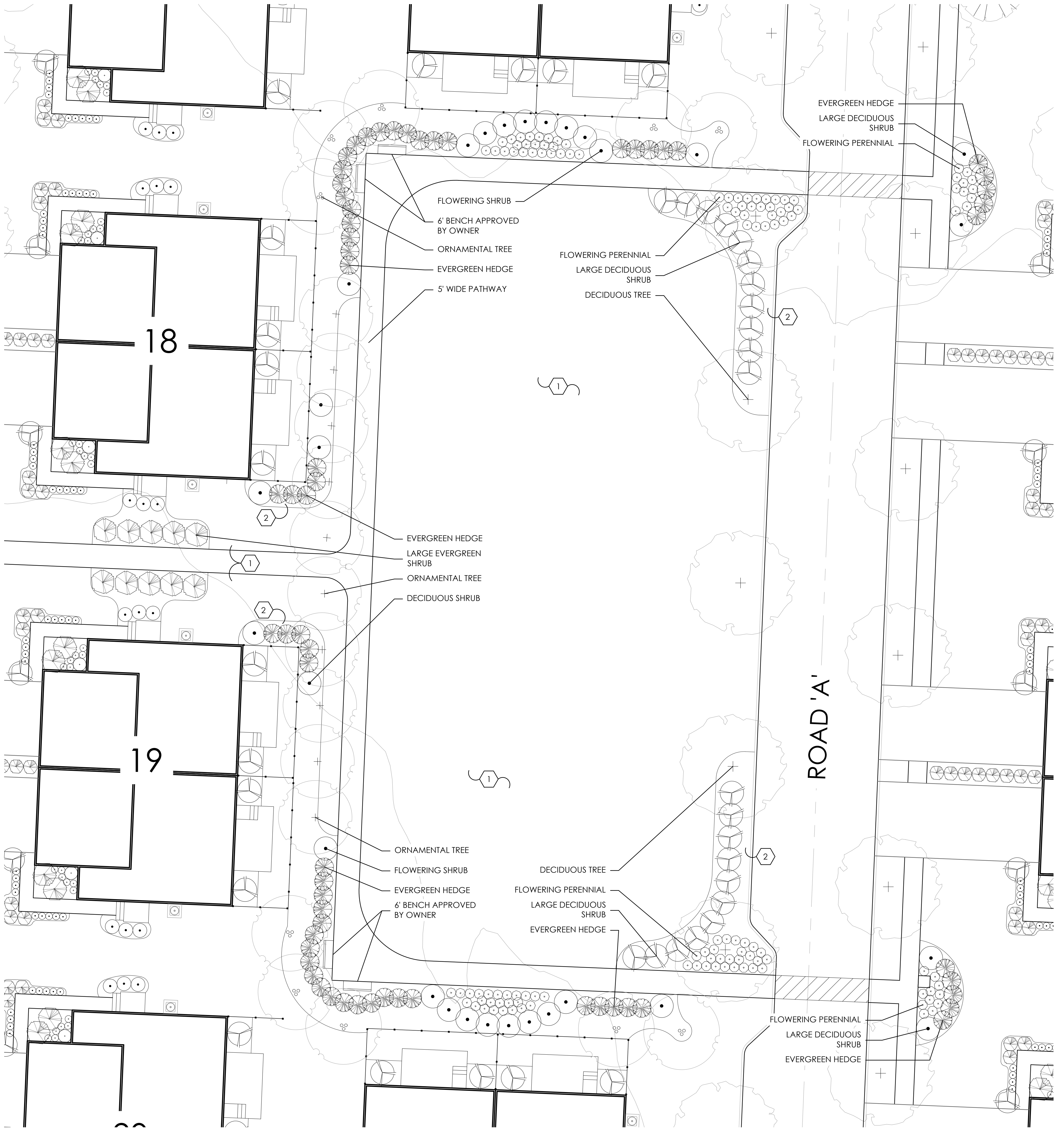
- CONSTRUCTION NOTES:
- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
 - 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.



CONCEPT LANDSCAPE PLAN

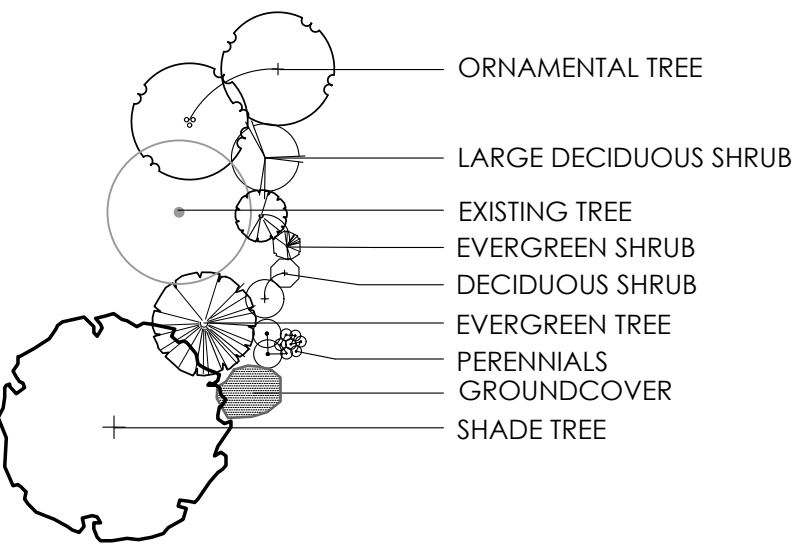
EXHIBIT D-1

LIBERTY RESERVE
PREPARED FOR BELL PROPERTIES, LTD.
DATE: 1/26/21



1 CENTRAL GREEN AREA PLANTING PLAN
SCALE: 1"=10'

PLANT KEY TYPICALS
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



CONSTRUCTION NOTES:

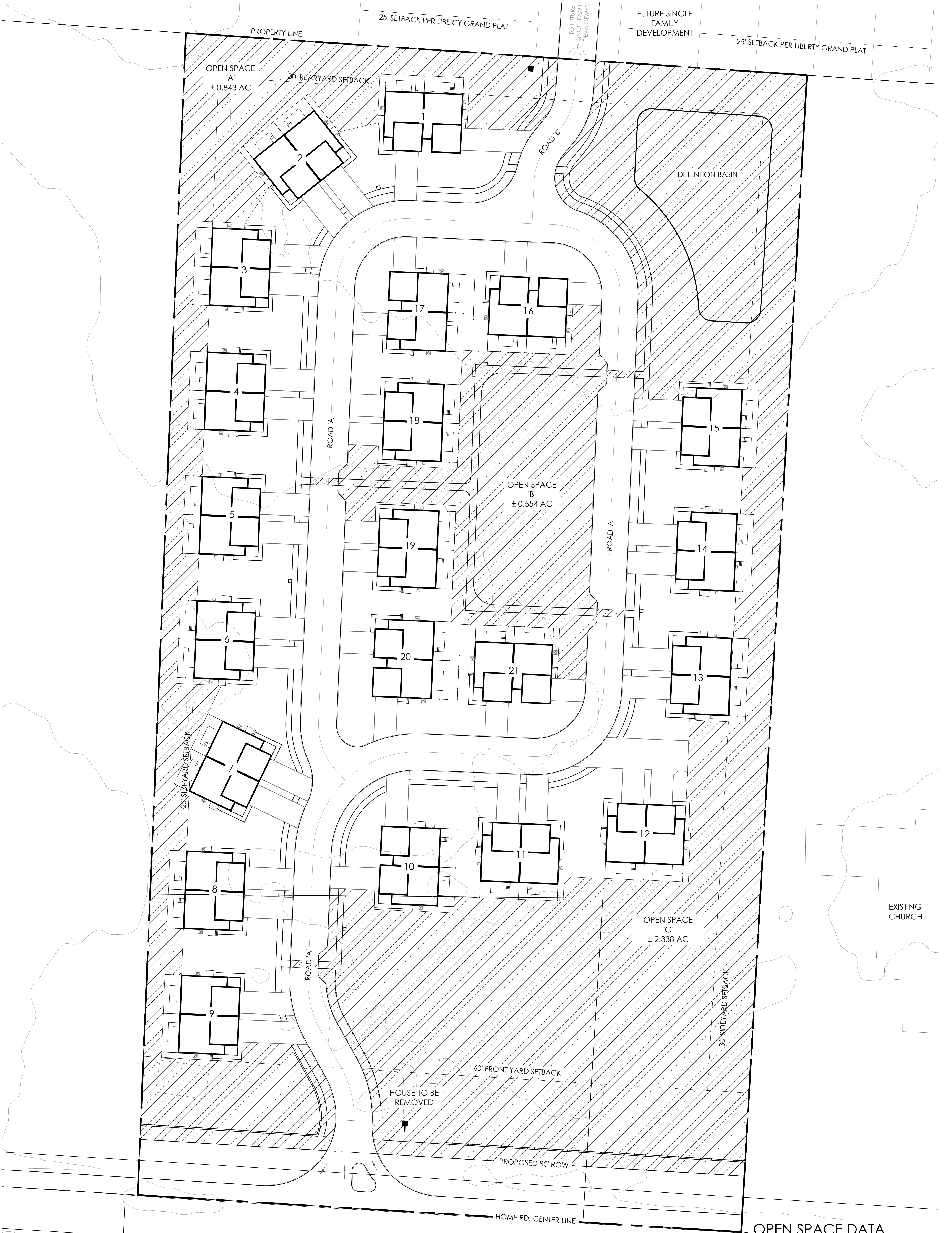
- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.

LANDSCAPE ENLARGMENTS & DETAILS

LIBERTY RESERVE
PREPARED FOR BELL PROPERTIES, LTD.

DATE: 1/26/21

EXHIBIT D-2.1



**ALL OPEN SPACES SHALL BE OWNED AND MAINTAINED BY PROPERTY/PROJECT OWNER.

OPEN SPACE DATA	
TOTAL ACRES (GROSS AREA)	± 8.601 AC
TOTAL OPEN SPACE (AC)	± 3.735 AC
TOTAL OPEN SPACE (%)	± 43.43%



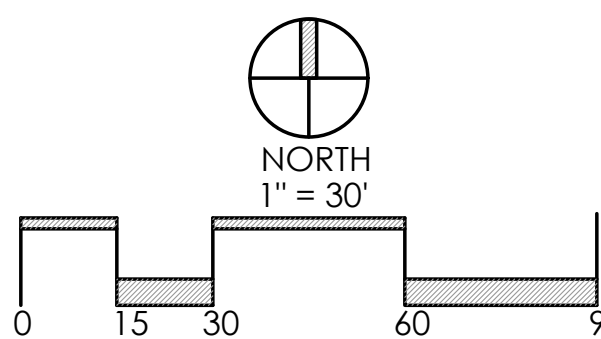
TREE PRESERVATION PLAN

EXHIBIT D-4

LIBERTY RESERVE

PREPARED FOR BELL PROPERTIES, LTD.

DATE: 1/26/21



Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE

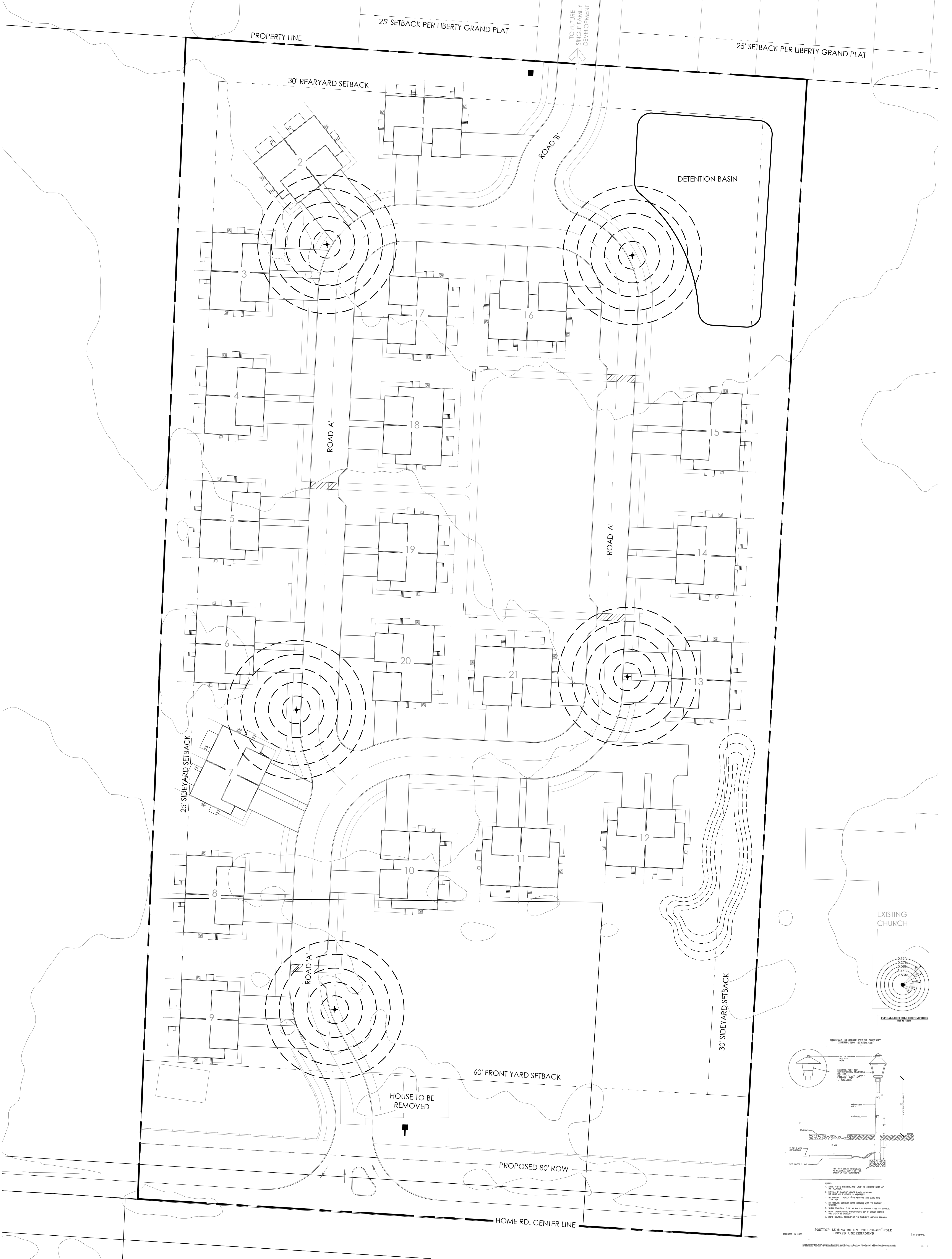
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com

BELL HOME RD. TREE PRESERVATION TABLE				
TREE #	SIZE	SPECIES	CONDITION	STATUS
1	8	SPRUCE	GOOD	REMOVE
2	10	SPRUCE	GOOD	REMOVE
3	11	SPRUCE	GOOD	REMOVE
4	11	SPRUCE	GOOD	REMOVE
5	7	TREE	DEAD	REMOVE
6	16	TREE	GOOD	PRESERVED
7	8	MAPLE	DEAD	REMOVE
8	12	PINE	GOOD	PRESERVED
9	9	PINE	GOOD	PRESERVED
10	11	PINE	GOOD	PRESERVED
11	12	PINE	GOOD	PRESERVED
12	10	PINE	GOOD	PRESERVED
13	7	TREE	DEAD	REMOVE
14	22	ELM	GOOD	PRESERVED
15	59	MAPLE	GOOD	PRESERVED
16	11	ASH	DEAD	REMOVE
17	11	ASH	DEAD	REMOVE
18	6	ASH	DEAD	REMOVE
19	24	OAK	GOOD	PRESERVED
20	16	ELM	DEAD	REMOVE
21	10	WALNUT	FAIR	PRESERVED
22	11	WALNUT	FAIR	PRESERVED
23	14	PINE	GOOD	PRESERVED
24	8	SPRUCE	GOOD	PRESERVED
25	17	PINE	GOOD	PRESERVED
26	11	MAPLE	GOOD	REMOVE
27	43	MAPLE	GOOD	PRESERVED
28	40	MAPLE	GOOD	PRESERVED
29	15	SWEETGUM	GOOD	PRESERVED
30	40	MAPLE	GOOD	PRESERVED
31	31	MAPLE	GOOD	PRESERVED
32	25	MAPLE	GOOD	REMOVE
33	29	MAPLE	GOOD	REMOVE
34	11	TREE	GOOD	REMOVE
35	19	BEECH	FAIR	REMOVE
36	20	OAK	GOOD	REMOVE
37	8	TREE	FAIR	REMOVE
38	24	OAK	GOOD	REMOVE
39	10	MAPLE	POOR	REMOVE
40	10	MAPLE	POOR	REMOVE
41	17	MAPLE	GOOD	REMOVE
42	15	MAPLE	GOOD	REMOVE
43	18	MAPLE	GOOD	REMOVE
44	6	TREE	DEAD	REMOVE
45	10	ELM	GOOD	REMOVE
46	7	TREE	DEAD	REMOVE
47	13	PINE	GOOD	REMOVE
48	17	PINE	GOOD	REMOVE
49	13	MAPLE	GOOD	REMOVE
50	19	SPRUCE	GOOD	REMOVE
51	11	SPRUCE	GOOD	REMOVE
52	14	SPRUCE	GOOD	REMOVE
53	14	SPRUCE	GOOD	REMOVE
54	13	SPRUCE	GOOD	REMOVE
55	17	TREE	DEAD	REMOVE
56	14	BUCKEYE	GOOD	PRESERVED
57	29	MAPLE	GOOD	PRESERVED
58	12	SPRUCE	FAIR	REMOVE
59	12	SPRUCE	GOOD	PRESERVED
60	30	MAPLE	GOOD	REMOVE
61	19	SPRUCE	GOOD	REMOVE
62	14	PINE	GOOD	PRESERVED
63	20	PINE	FAIR	PRESERVED
64	14	PINE	GOOD	PRESERVED
65	15	PINE	GOOD	REMOVE

TREE #	SIZE	SPECIES	CONDITION	STATUS
66	8	TREE	DEAD	REMOVE
67	8	TREE	DEAD	REMOVE
68	13	PINE	GOOD	REMOVE
69	19	PINE	GOOD	REMOVE
70	17	PINE	GOOD	REMOVE
71	13	TREE	FAIR	REMOVE
72	11	ELM	GOOD	REMOVE
73	13	TREE	DEAD	REMOVE
74	8	TREE	GOOD	PRESERVED
75	61	MAPLE	GOOD	REMOVE
76	15	MAPLE	GOOD	REMOVE
77	12	BEECH	GOOD	REMOVE
78	11	BEECH	GOOD	REMOVE
79	9	PINE	GOOD	REMOVE
80	10	BEECH	GOOD	REMOVE
81	7	BEECH	GOOD	REMOVE
82	7	BEECH	GOOD	REMOVE
83	9	BEECH	GOOD	REMOVE
84	10	BEECH	GOOD	REMOVE
85	16	PINE	GOOD	REMOVE
86	17	PINE	GOOD	REMOVE
87	7	BEECH	GOOD	REMOVE
88	13	BEECH	GOOD	REMOVE
89	8	ELM	GOOD	REMOVE
90	6	BEECH	GOOD	REMOVE
91	11	ELM	GOOD	REMOVE
92	15	ELM	GOOD	PRESERVED
93	8	CATALPA	GOOD	PRESERVED
94	25	TREE	FAIR	OUT OF SITE
95	26	ELM	GOOD	PRESERVED
96	21	ELM	GOOD	REMOVE
97	7	ELM	GOOD	PRESERVED
98	7	ELM	GOOD	PRESERVED
99	10	ELM	GOOD	PRESERVED
100	12	MAPLE	GOOD	PRESERVED
101	12	OAK	GOOD	PRESERVED
102	11	OAK	GOOD	PRESERVED
103	33	OAK	GOOD	PRESERVED
104	19	MAPLE	GOOD	REMOVE
105	18	ELM	GOOD	REMOVE
106	16	MAPLE	GOOD	REMOVE
107	10	OAK	GOOD	REMOVE
108	11	OAK	DEAD	REMOVE
109	7	TREE	GOOD	REMOVE
110	17	HACKBERRY	GOOD	REMOVE
111	17	OAK	GOOD	REMOVE
112	9	OAK	DEAD	REMOVE
113	10	TREE	DEAD	REMOVE
114	7	OAK	FAIR	REMOVE
115	18	ELM	FAIR	REMOVE
116	14	HACKBERRY	FAIR	REMOVE
117	13	HACKBERRY	FAIR	REMOVE
118	7	TREE	DEAD	REMOVE
119	8	HACKBERRY	FAIR	REMOVE
120	6	BEECH	GOOD	REMOVE
121	24	MAPLE	GOOD	REMOVE
122	40	MAPLE	GOOD	REMOVE
123	25	MAPLE	GOOD	REMOVE
124	8	TREE	DEAD	REMOVE
125	24	MAPLE	GOOD	REMOVE
127	12	OAK	GOOD	REMOVE
128	12	ASH	DEAD	REMOVE
129	33	MAPLE	GOOD	REMOVE
130	11	ASH	DEAD	REMOVE

TREE PRESERVATION DATA

EXHIBIT D-5



* OWNER APPROVED LIGHT FIXTURE.
FIX TO 10' POST OR EQUAL APPROVED BY OWNER
OR LIBERTY TOWNSHIP ZONING INSPECTOR.

LIGHTING PLAN

LIBERTY RESERVE

PREPARED FOR BELL PROPERTIES, LTD.
DATE: 1/26/21

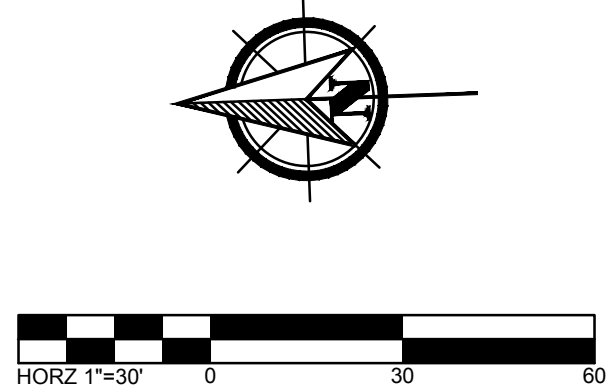
EXHIBIT D-6

PLOT SCALE: 1"=30' DATE: 1/25/21 7:14 PM EDITED BY: MLNCH DRAWING FILE: O:\2019\01243D DRAWINGS\CIVIL\EXHIBITS\01243D CE UTILITY LAYOUT 2021-01-25.DWG

PEARL, DAVID R
PID: 31921001036000
30.924 AC

BEAUTIFUL SAVIOR
LUTHERAN CHURCH
POWELL OHIO
PID: 31924001036002
7.018 AC

PEARL, DAVID R
PID: 31924001036000
7.090 AC



- UTILITY LEGEND
- SAN — SANITARY GRAVITY
 - W — WATER
 - STM — STORM SEWER

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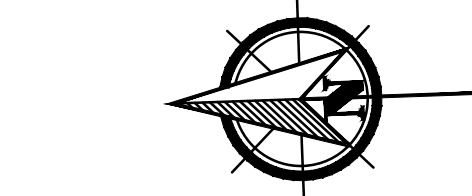
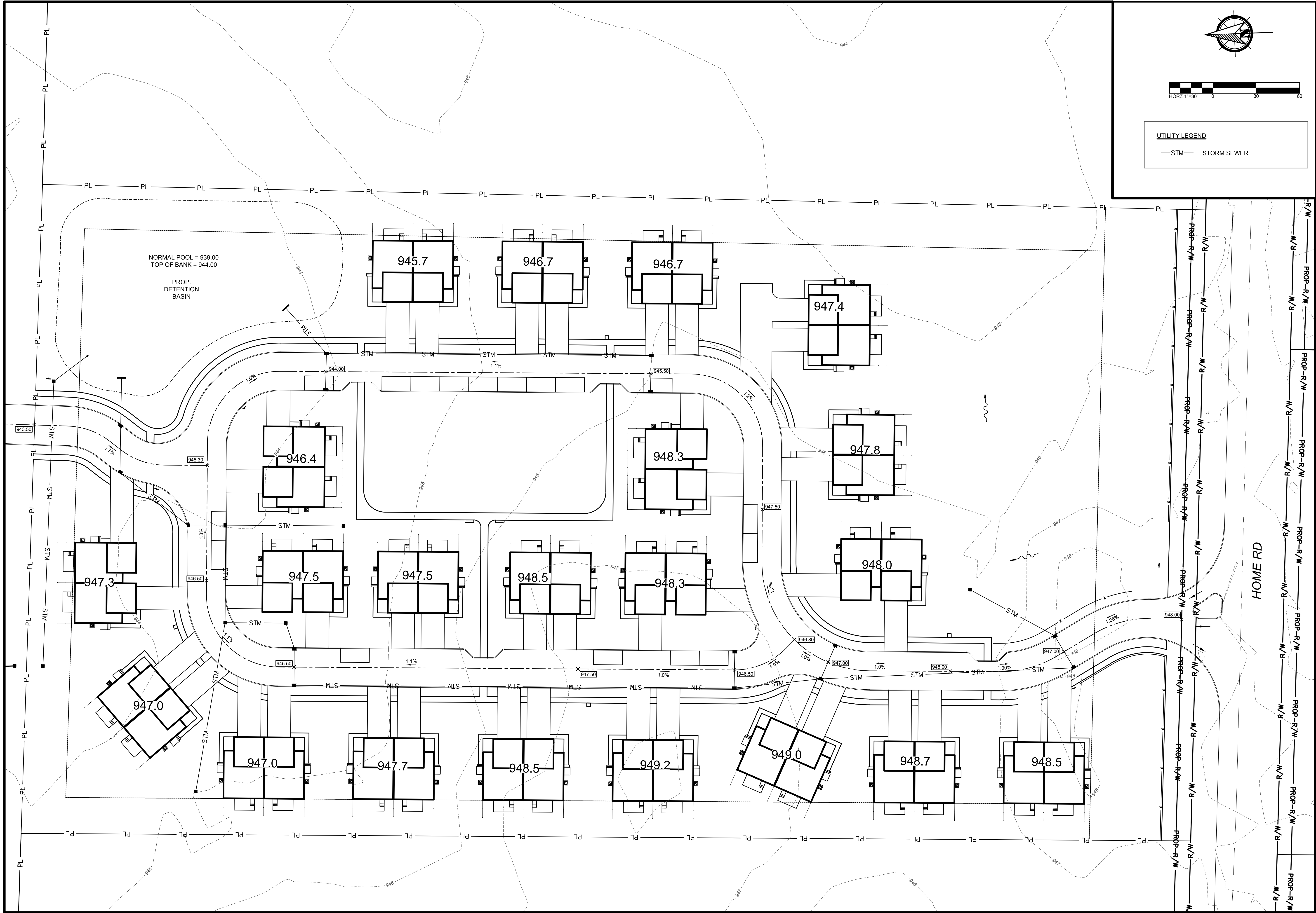
UTILITY PLAN
FOR
PROPOSED HOME RD
DEVELOPMENT
POWELL, OHIO

REVISIONS	DATE	SHEET NO.	DESCRIPTION	APPROVED	DATE

DATE:	1/25/2021
DRAWN BY:	MBL
CHECKED BY:	BJM
JOB NUMBER:	2019.01243

E-1

PLOT SCALE: 1"=10' EDIT DATE: 1/25/21 - 7:13 PM EDITED BY: MLYNCH DRAWING FILE: O:\2019\01243\0 DRAWINGS\CIVIL\EXHIBITS\01243 CE GRADING LAYOUT 2021-01-25.DWG



UTILITY LEGEND

— STM — STORM SEWER

REVISIONS	DATE	SHEET NO.	DESCRIPTION	APPROVED DATE

DATE:	1/25/2021
DRAWN BY:	MBL
CHECKED BY:	BJM
JOB NUMBER:	2019.01243

E-2

GRADING PLAN
FOR
PROPOSED HOME RD
DEVELOPMENT
POWELL, OHIO



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www.structurepoint.com

BELL PROPERTIES, LTD.



PRELIMINARY STORMWATER MANAGEMENT DRAINAGE REPORT

Bell Properties, INC
Home Road
Powell, Ohio

1/5/2021

DRAFT

Registered Engineer

E-XXXXX

Date

2550 CORPORATE EXCHANGE DRIVE, SUITE 300
COLUMBUS, OHIO 43231
614.901.2235

www.structurepoint.com

EXHIBIT E-3

1. Stormwater Quantity Control

Per the Powell, Ohio [drainage manual] the post-developed release rate for the 100 year storm will release at the pre-developed 1 year event. Therefore, for every storm event (1-100 year event) the post-developed release rate will be released below the pre-developed rate.

Table 1.1 Proposed Basin Outlet Structure

Invert	Description
939.00	12" Pipe, Culvert Headwall Square Edge
939.00	3.1" WQ Orifice
939.94	11.3" Orifice

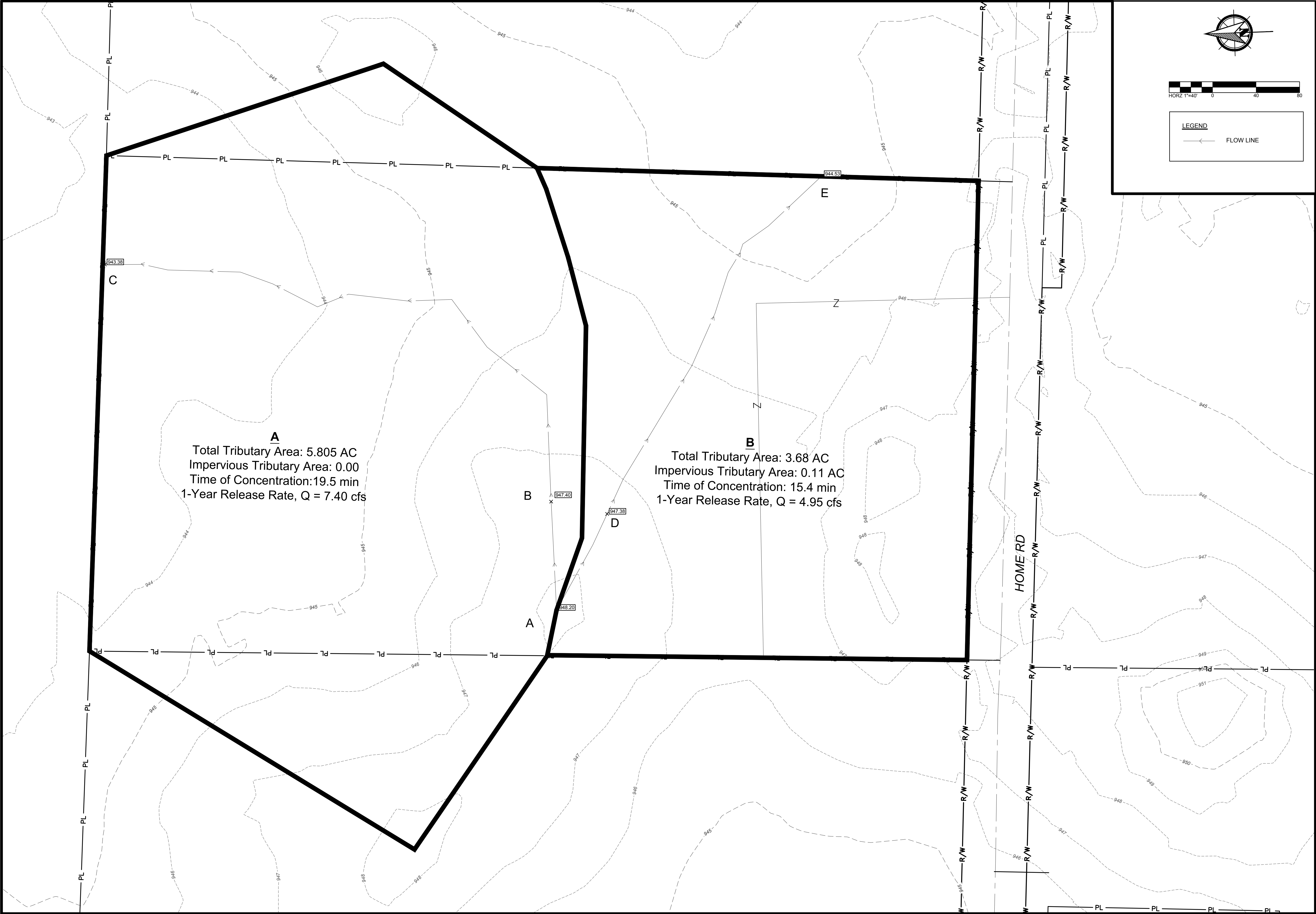
Table 1.2 Post-Developed Stormwater Management Summary

Storm Event	Allowable Release Rate (cfs)	Post-Developed Flow (cfs)	Detention Basin Release Rate (cfs)	Detention Elevation (feet)
1-Year	7.40	11.62	1.52	940.53
2-Year	9.68	15.13	2.58	940.85
5-Year	13.01	20.23	3.65	941.36
10-Year	15.75	24.43	4.35	941.79
25-Year	19.57	30.26	5.16	942.38
50-Year	22.77	35.14	5.73	942.85
100-Year	26.08	40.19	6.24	943.33

Table 1.3 Total Flow Going into Catch Basin #7 Provided by Liberty Grand District Section 4

$$\begin{aligned}
 \text{Total Flow into CB\#7 from Site} &= \text{Detention Basin } Q_{100\text{-year release}} \\
 &= 6.24 \text{ cfs}
 \end{aligned}$$

PLOT SCALE: 1"=40' DATE: 1/21/2021 2:08 PM EDITED BY: MLYNCH DRAWING FILE: C:\010101243.D DRAWINGSCIVILEXHIBITTRIB MAPSPREDWG



A
Total Tributary Area: 5.805 AC
Impervious Tributary Area: 0.00
Time of Concentration: 19.5 min
1-Year Release Rate, Q = 7.40 cfs

B
Total Tributary Area: 3.68 AC
Impervious Tributary Area: 0.11 AC
Time of Concentration: 15.4 min
1-Year Release Rate, Q = 4.95 cfs

REVISIONS	DATE	SHEET NO.	DESCRIPTION	APPROVED	DATE

DATE:	12/8/2020
DRAWN BY:	MBL
CHECKED BY:	BJM
JOB NUMBER:	2019.01243

C100

PRE-DEVELOPED TRIB MAP
FOR
**PROPOSED HOME RD
DEVELOPMENT**
POWELL, OHIO

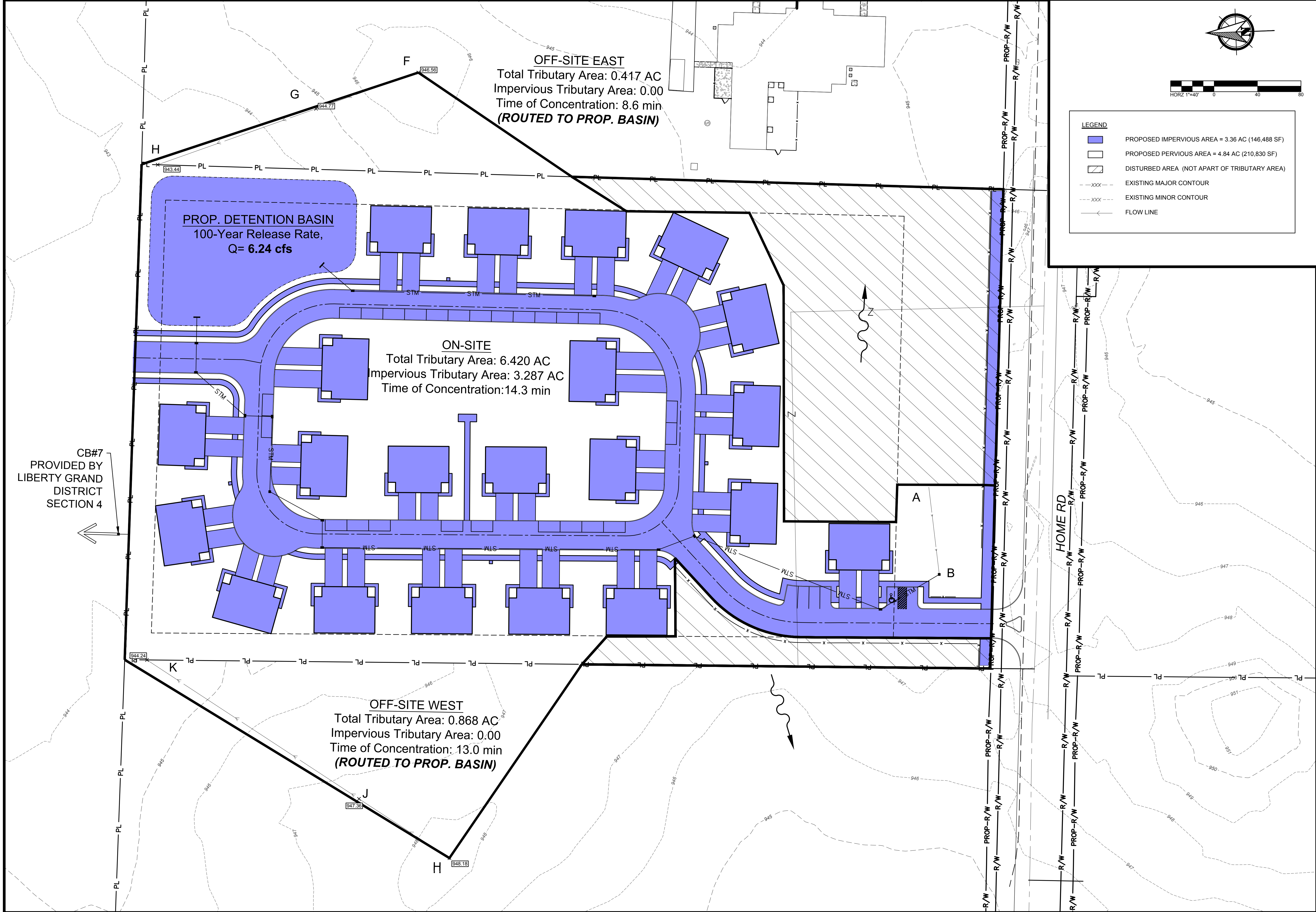


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PLOT SCALE: 1"=40' DATE: 1/21/2019 2:27 PM EDITED BY: MLYNCH DRAWING FILE: C:\010101243D.DRAWINGSCIVIL\EXHIBITS\TRB MAPS\POST.DWG



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POST-DEVELOPED TRIB MAP
FOR
**PROPOSED HOME RD
DEVELOPMENT**
POWELL, OHIO

REVISIONS	DATE	SHEET NO.	DESCRIPTION	APPROVED DATE

DATE: 09/13/2019

DRAWN BY: MHS

CHECKED BY: BJM

JOB NUMBER: 2019.01243

C100



Delaware County

Regional Sewer District

Executive Director
Michael A. Frommer, P.E.

Director/Sanitary Engineer
Tiffany M. Maag, P.E.

November 18, 2020

Tom Bell
Bell Properties, Ltd
P.O. Box 819
Dublin, OH 43017

sent via email: bellproperties@msn.com

Re: Request for Sewer Capacity
Liberty Reserve / Home Road Property
Parcel: 31924001036001

Dear Mr. Bell:

The Delaware County Regional Sewer District (the "County") has considered your request for approval to discharge sanitary sewage into the Delaware County Sanitary Sewer System from the above referenced location, representing 21 Equivalent Residential Unit(s) (ERU).

Capacity is available to serve the proposed development. Extensions from the existing sanitary sewer will be necessary to provide service to the proposed buildings.

The current assessment of capacity availability is subject to periodic reevaluation by the County and shall not be valid after 18 months from the date of this letter.

If you have any questions, please feel free to contact me.

Sincerely,

Kelly Thiel

Kelly Thiel
Staff Engineer III
Delaware County Regional Sewer District

cc: Correspondence File

EXHIBIT E-4

Officers

DAVID A. BENDER

President

PERRY K. TUDOR

Vice President

ROBERT W. JENKINS

Secretary

G. MICHAEL DICKEY

Treasurer

GLENN MARZLUF

General Manager/CEO

SHANE CLARK

Deputy General Manager



6658 OLENTANGY RIVER ROAD

DELAWARE, OHIO 43015

www.delcowater.org

Phone (740) 548-7746 • Fax (740) 548-6203

Directors

BRUCE A. BLACKSTON

BRIAN P. COGHLAN

WILLIAM E. COLE

DOUGLAS D. DAWSON

PAMALA L. HAWK

TIMOTHY D. MCNAMARA

November 10, 2020

Mr. Tom Bell
Bell Properties, Ltd.
PO Box 819
Dublin, Ohio 43017

Via Email: bellproperties@msn.com

RE: Water Availability – Detached Multi-family Units at 4026 Home Road

Dear Mr. Bell:

Please know that Del-Co Water can provide water service to the site described below upon plan approval and payment of the required fees:

Address: 4026 Home Road

Proposed Land Use: ±42 multi-family homes

Location: North side of Home Road, ±700 feet east of Steitz Road

Land Size: ±8.603 acres

This site can be served from an existing 12-inch waterline located on Home Road.

This letter of water availability is valid for a period of one year from the date of this letter. Del-Co makes no guarantee of water availability beyond this period. Contact our Engineering Department if you have any questions on the plan review process, or our Customer Service Department for information on tap fees.

Sincerely,

DEL-CO WATER COMPANY, INC.

Shane F. Clark, P.E.

Deputy General Manager



An **AEP** Company

BOUNDLESS ENERGYSM

AEP Ohio
700 Morrison Rd
Gahanna, OH 43230
AEPOhio.com

11/11/2020

Tom Bell
Bell Properties, Ltd.
P.O. Box 819
Dublin, OH 43017

RE: AVAILABILITY OF ELECTRICAL SERVICE
4026 Home Rd

To Whom It May Concern:

This letter will confirm that American Electric Power has electric service facilities adjacent to your new project. These facilities will be made available to serve your project with some Contribution-In-Aid-To-Construction charged to the project developer.

Our records indicate your project; a 42-unit multi-family residential development on 8.6-acres is located north of Home Rd and east of Steitz Rd, in Powell, Delaware County, Ohio.

American Electric Power anticipates providing your new project the best possible service. I look forward to working with you and remain available to coordinate your project needs. Please contact me to discuss any questions you may have or other assistance you may require.

Sincerely,

Erik Schaas
Customer Design Supervisor

P.O. Box 2553
Columbus, Ohio 43216
Tel. (614) 481-5263
Fax (614) 255-6428



November 12, 2020

Tom Bell
Liberty Reserve, LLC
PO Box 819
Dublin, OH 43017

RE: Liberty Reserve, Delaware County, OH

Dear Mr. Bell:

This letter is to confirm that Charter Communications has the capacity and ability to provide advanced cable, high speed internet and digital phone services to the proposed Liberty Reserve, Delaware County, OH project.

If you have any questions give me a call at 614-481-5263 and I will be happy to discuss this project with you.

Thank You!

A handwritten signature in black ink, appearing to read "Kevin D. Rich", written in a cursive style.

Kevin D. Rich
Construction Manager
kevin.rich1@charter.com

Liberty Township Fire Department

Email Letter



To: Todd Faris
Email: tfaris@farisplanninganddesign.com
From: Lt. Tom Saunders
Date: December 17, 2019
Re: Bell Property – Home Road

Mr. Farris,

I have reviewed the site plans dated December 10, 2019 for the above development and find the turning radius meets the intent of the Liberty Twp. Fire Code sections 503.2.4

Water line sizes and fire hydrant locations are not indicated on the plans and shall follow the following: Fire Protection Water Supplies (OFC § 507 *et seq.*)

In addition to compliance with all applicable provisions of the OFC, OAC, ORC, and any other source of applicable local, state, or federal law, fire protection water supplies shall comply with the following:

1. **Fire Flow:** Per OFC § 507.3, the approved method for determination of fire flow requirements for any Group A, B, E, I, M, R, S, F, H or U use groups as classified by OAC 4101:1-3-01 shall comply with all specifications and requirements contained in OFC Appendix B.
 - a. **Residential Areas:** Areas with a Residential zoning designation within the Township shall be developed with a minimum one thousand gallons per minute (1,000 gpm) at twenty pounds per square inch (20 psi) residual pressure flow from hydrants that are spaced no more than six hundred feet (600') apart. Distribution lines for Residential areas shall be a minimum of six inches (6") in diameter and must be interconnected or looped to a water main sized at a minimum of ten inches (10") in diameter. Dead end lines not served from such a water main shall be a minimum of eight inches (8") in diameter.

Cc/file, delco, zoning

No Parking signs are not indicated on the submitted plans and shall be posted per the following LTFC: D103.6.2 Roads more than 26 feet in width. Fire lane signs as specified in section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide and less than 32 feet wide.

D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2

If you have any questions regarding this review, please contact me at 740-938-2027

This review may be subject to additional zoning requirements.

Lt. Tom Saunders

DATE: 12/1/2019
DRAWN BY: JMS
CHECKED BY: BJM
JOB NUMBER: 2019.01243

C200

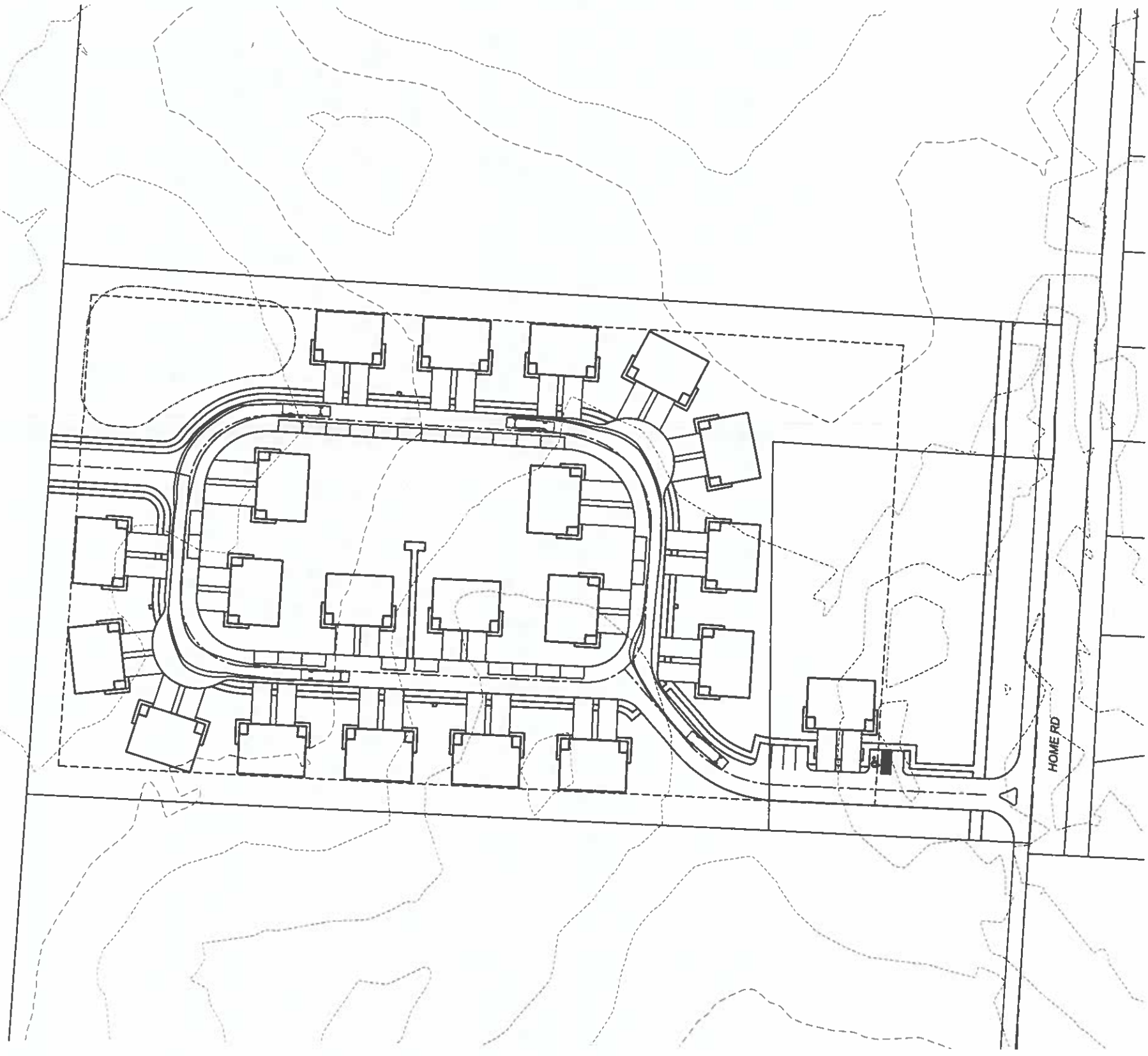
EXHIBIT
G-1

REVISIONS	DATE	SHEET NO.	DESCRIPTION	APPROVED	DATE

TURNING EXHIBIT
FOR
PROPOSED HOME RD
DEVELOPMENT
DELAWARE COUNTY, OHIO

STRUCTUREPOINT
AMERICAN
2550 Corporate Exchange Dr., Ste 200 | Columbus, Ohio 43231
TEL: 614.891.2226 | FAX: 614.891.2228
www.structurepoint.com

BELL PROPERTIES, LTD.



UTILITY LEGEND
— SAN — SANITARY GRAVITY
— W — WATER
— STM — STORM SEWER



January 12, 2021

Chris Huber, P.E.
City of Powell Engineering Department
47 Hall Street
Powell, OH 43065

RE: Results of the Liberty Reserve Traffic Access Study

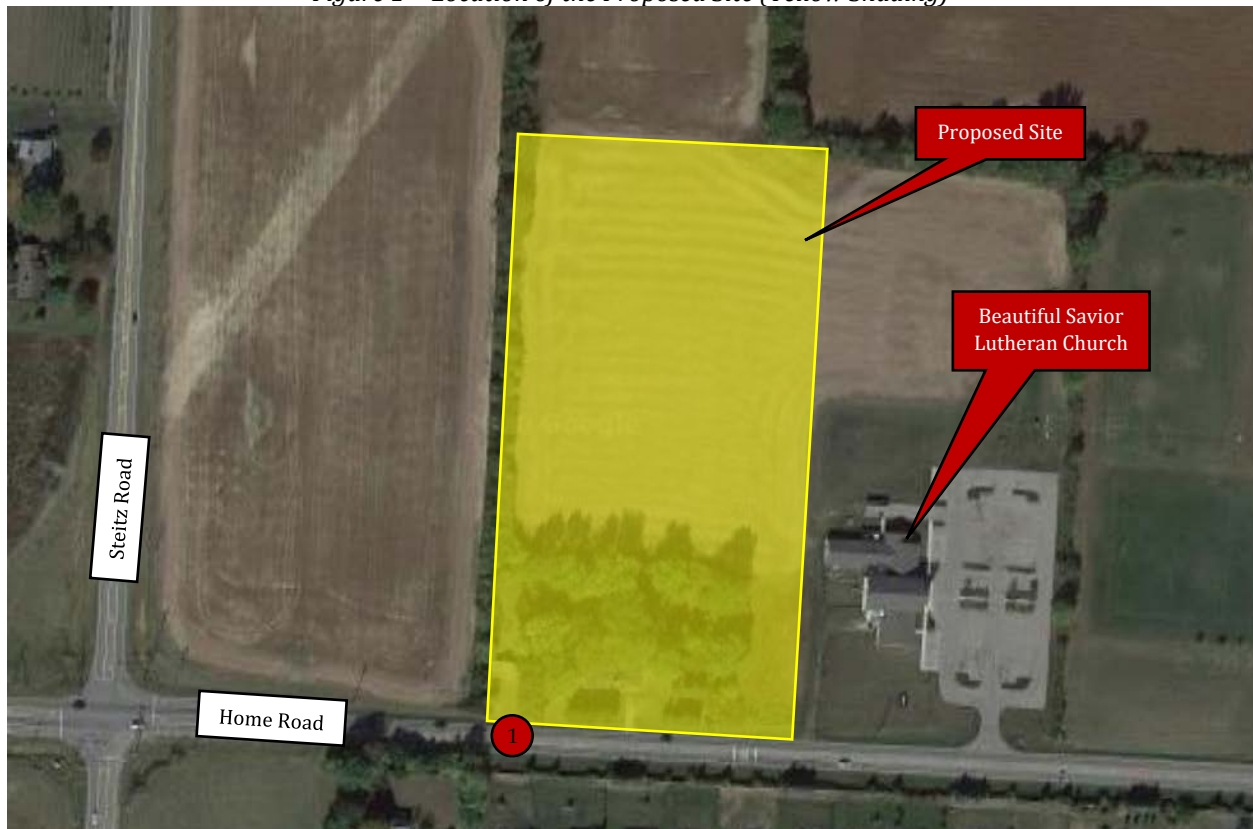
Mr. Huber:

We have completed the traffic access study (TAS) for the proposed Liberty Reserve development located on Home Road in the City of Powell, Ohio. The methods and results of this analysis are summarized below.

Background

The proposed site is located on the north side of the Home Road, between Steitz Road and the Beautiful Savior Lutheran Church. **Figure 1** shows the location of the proposed site in Powell.

Figure 1—Location of the Proposed Site (Yellow Shading)



The site currently has an abandoned barn and one single-family home with direct access to Home Road. The rest of the land is currently undeveloped agricultural fields. The site is planned to be developed with 42 condominiums. One left-in, right-in, right-out access onto Home Road is proposed for the site. Emergency cross access to future development to the north of the site is also proposed. The site plan can be found in **Attachment A**.

Projected Traffic

In order to conduct analysis for the proposed site access, Opening Year (2021) and Horizon Year (2041) traffic volumes were developed. 2019 count data collected by Carpenter Marty Transportation at the intersection of Home Road & Steitz Road was utilized for the analysis. This data was previously collected for the Home & Steitz Mixed Use Traffic Impact Study (TIS) completed by Carpenter Marty Transportation for a proposed development on the northwest corner of Home Road & Steitz Road. Count data can be found in **Attachment B**.

In order to develop No Build volumes for the Opening and Horizon Years, growth rates obtained from the Mid-Ohio Regional Planning Commission (MORPC) for the Home & Steitz Mixed Use TIS were used. The linear, annual growth rates can be seen in **Table 1**.

Table 1 – MORPC Growth Rates

Location	Linear Annual Growth Rate
Home Road e/o Steitz Road	2.50%
Steitz Road n/o Home Road	2.00%
Home Road w/o Steitz Road	2.50%
Steitz Road s/o Home Road	2.00%

Growth rates were applied to the count data to create the Background traffic for the Opening (2021) and Horizon (2041) Years. MORPC correspondence can be found in **Attachment B**.

Trips from the Home & Steitz Mixed Use development were applied to the road network based on the Home & Steitz Mixed Use TIS. Said trips were applied to the Background traffic to produce No Build traffic.

Trips for the proposed site were generated using standard Institute of Transportation Engineers (ITE) practices and the Trip Generation Manual, 10th edition, data via the OTISS program¹. *Land Use Code (LUC) 220 – Multifamily Housing (Low-Rise)* was used to generate trips for the proposed development. Pass-by and internal capture trip reductions do not apply to this development. **Table 2** shows the trip generation of the proposed development. The full trip generation details can be found in **Attachment C**.

Table 2- Proposed Site Trip Generation Summary

Land Use	Size	AM Peak		PM Peak	
		Entry	Exit	Entry	Exit
220 – Multifamily Housing (Low-Rise)	42 Dwelling Units	5	16	17	10

¹ Online Traffic Impact Study Software developed by ITE and Transoft Solutions.

Site traffic was distributed to/from the site based on the count data, knowledge of the surrounding area, and engineering judgment. Site traffic was added to the No Build traffic to produce Build traffic for the proposed development. The full volume calculations can be found in **Attachment D**.

Analysis

Turn lane warrant analysis was conducted at the proposed site access using methodologies in the ODOT Location & Design Manual (L&D). If a turn lane was warranted in any scenario, the required length was calculated using ODOT criteria. Home Road has an unposted speed limit of 55 mph. A design speed of 55 mph was utilized for any turn lane length calculations.

Results & Conclusions

Based on the results of the turn lane warrant analysis, a 285' eastbound left turn lane, inclusive of a 50' diverging taper, is warranted for the site access. The full turn lane warrant analysis can be found in **Attachment E**.

Home Road currently has a two-way left-turn lane (TWLTL) present along and beyond the frontage of the property. There is approximately 215' between the taper for the existing westbound left turn lane at the intersection of Home Road & Steitz Road and the location of the proposed site access entering lane. Given the low volume of trips generated by the site, it is recommended that the existing TWLTL remain and be utilized for left turning traffic into the site. Providing left turn ingress for the proposed site will eliminate potential U-turns at adjacent drives along Home Road for entering site traffic coming from the west.

If I can help in any way, do not hesitate to contact me at gbalsamo@cmtran.com or 614.656.2429 anytime.

Sincerely,



Gina Balsamo, PE
Project Engineer
Carpenter Marty Transportation

Attachment A

Site Plan





DIVERGENCES REQUESTED

1143.13 (A) - OTHER THAN SINGLE-FAMILY OR TWO FAMILY HOUSING:
DISTANCE BETWEEN BUILDINGS - A DIVERGENCE IS REQUESTED TO REDUCE THE DISTANCE BETWEEN BUILDINGS FROM 30' TO 25'.

1143.13 (A) - OTHER THAN SINGLE-FAMILY OR TWO FAMILY HOUSING:
MINIMUM REAR YARD - A DIVERGENCE IS REQUESTED TO REDUCE THE REAR YARD SETBACK FROM 40' TO 25'.

PARKING PROVIDED

ON-STREET PARKING	23 SPACES
HEAD-IN PARKING AT RENTAL OFFICE	6 SPACES

SITE DATA

TOTAL ACRES (GROSS AREA)	± 8.601 AC
NET DEVELOPABLE AC (8.6 x 0.85)	± 7.310 AC
TOTAL UNITS	42 UNITS
NET DU/AC	± 5.74 DU/AC
GROSS DU/AC	± 4.88 DU/AC
LOT COVERAGE	± 12.66%
OPEN SPACE REQUIRED (20%)	± 1.72 AC
OPEN SPACE PROVIDED (AC)	± 2.07 AC
OPEN SPACE PROVIDED (%)	± 24.07%

ILLUSTRATIVE PLAN

HOME ROAD
PREPARED FOR BELL PROPERTIES, LTD.
DATE: 11/23/20

EXHIBIT C-1.1

NORTH

1" = 30'

0

15

30

60

90

LAND PLANNING

LANDSCAPE ARCHITECTURE

243 N. 5th Street
p (614) 487-1964

Suite 401

Columbus, OH 43215
www.farisplanninganddesign.com

Attachment B

Count Data and
MORPC Correspondence

Attachment B



Home Road and Steitz Road - TMC

Tue Jan 29, 2019

Full Length (7AM-9AM, 4PM-6PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 614890, Location: 40.196421, -83.109991

Provided by: Carpenter Marty (CM) Transportation Inc.
6612 Singletree Drive, Columbus, OH, 43229, US

Leg Direction	Home Road Eastbound				Home Road Westbound				Steitz Road Northbound				Steitz Road Southbound			
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2019-01-29 7:00AM	5	136	11	0	152	25	73	2	0	100	6	3	45	0	54	317
7:15AM	1	103	16	0	120	19	87	3	0	109	2	4	12	0	18	255
7:30AM	1	107	7	0	115	6	55	1	0	62	3	6	8	0	17	208
7:45AM	3	143	12	0	158	5	58	3	0	66	3	6	16	0	25	257
Hourly Total	10	489	46	0	545	55	273	9	0	337	14	19	81	0	114	1037
8:00AM	0	103	9	0	112	4	64	0	0	68	4	4	9	0	17	206
8:15AM	6	77	10	0	93	3	58	2	0	63	5	2	6	0	13	184
8:30AM	3	127	9	0	139	8	51	3	0	62	3	0	22	0	25	238
8:45AM	3	98	18	0	119	8	60	4	1	73	5	1	19	0	25	229
Hourly Total	12	405	46	0	463	23	233	9	1	266	17	7	56	0	80	857
9:00AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00PM	2	85	11	0	98	14	99	2	0	115	18	6	4	0	28	247
4:15PM	0	86	17	0	103	7	106	4	0	117	12	0	8	0	20	245
4:30PM	1	89	11	0	101	5	114	3	0	122	17	3	7	0	27	253
4:45PM	0	88	11	0	99	6	128	2	0	136	8	5	12	0	25	267
Hourly Total	3	348	50	0	401	32	447	11	0	490	55	14	31	0	100	1012
5:00PM	5	109	11	0	125	15	120	4	0	139	15	5	6	0	26	297
5:15PM	3	89	8	0	100	7	158	8	0	173	9	4	4	0	17	300
5:30PM	5	101	14	0	120	6	147	6	0	159	15	3	4	0	22	307
5:45PM	3	85	15	0	103	5	127	3	0	135	10	4	9	0	23	269
Hourly Total	16	384	48	0	448	33	552	21	0	606	49	16	23	0	88	1173
6:00PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2
Total	41	1626	190	0	1857	143	1507	50	1	1701	135	56	191	0	382	4081
% Approach	2.2%	87.6%	10.2%	0%	-	8.4%	88.6%	2.9%	0.1%	-	35.3%	14.7%	50.0%	0%	-	-
% Total	1.0%	39.8%	4.7%	0%	45.5%	3.5%	36.9%	1.2%	0%	41.7%	3.3%	1.4%	4.7%	0%	9.4%	-
Lights	40	1590	189	0	1819	137	1466	45	1	1649	133	54	188	0	375	3980
% Lights	97.6%	97.8%	99.5%	0%	98.0%	95.8%	97.3%	90.0%	100%	96.9%	98.5%	96.4%	98.4%	0%	98.2%	97.5%
Articulated Trucks	0	1	0	0	1	0	2	2	0	4	0	1	0	0	1	6
% Articulated Trucks	0%	0.1%	0%	0%	0.1%	0%	0.1%	4.0%	0%	0.2%	0%	1.8%	0%	0%	0.3%	0.1%
Buses and Single-Unit Trucks	1	35	1	0	37	6	39	3	0	48	2	1	3	0	6	95
% Buses and Single-Unit Trucks	2.4%	2.2%	0.5%	0%	2.0%	4.2%	2.6%	6.0%	0%	2.8%	1.5%	1.8%	1.6%	0%	1.6%	2.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Home Road and Steitz Road - TMC

Tue Jan 29, 2019

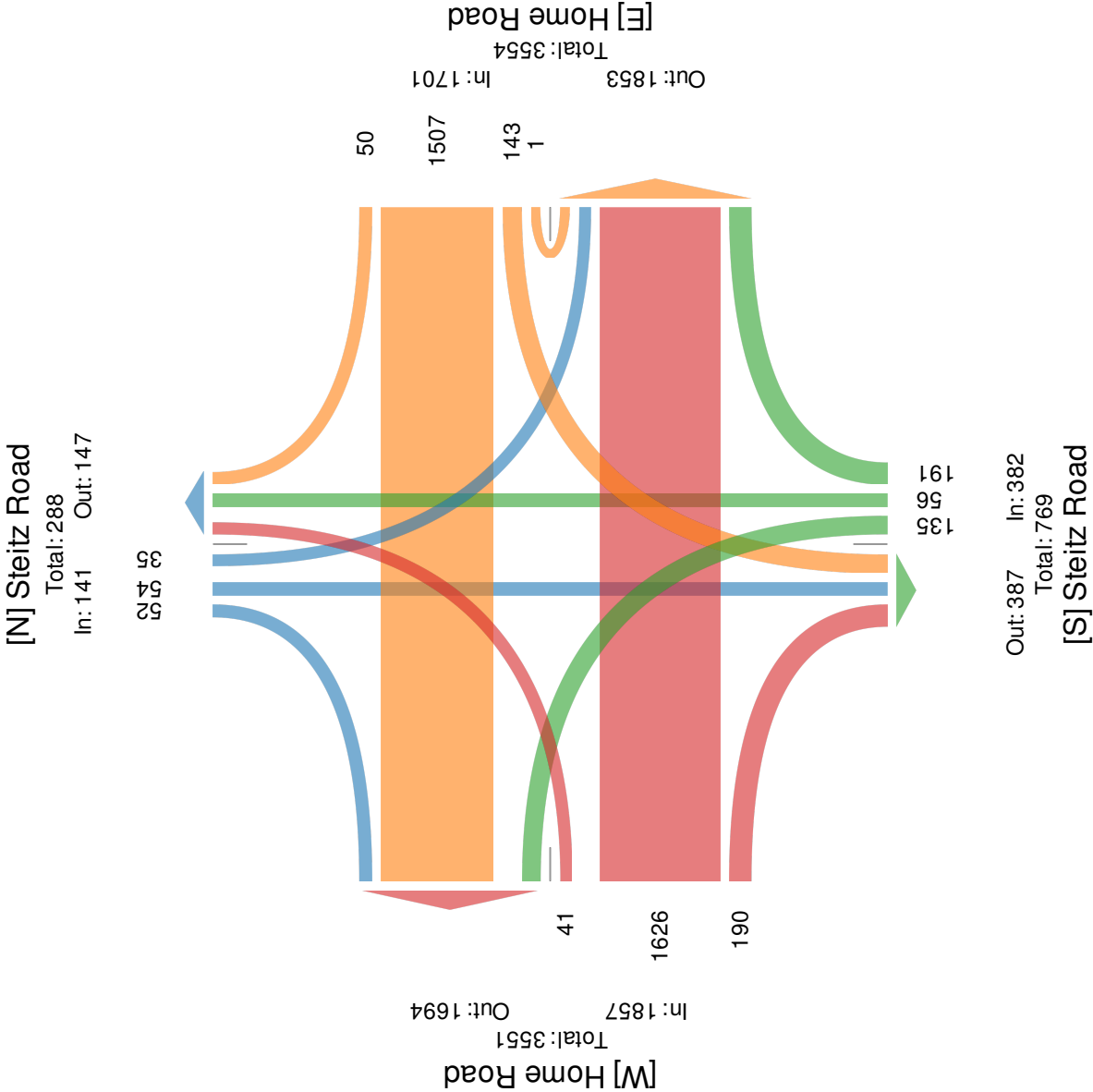
Full Length (7AM-9AM, 4PM-6PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 614890, Location: 40.196421, -83.109991

Provided by: Carpenter Marty (CM) Transportation Inc.
6612 Singletree Drive, Columbus, OH, 43229, US



Home Road and Steitz Road - TMC

Tue Jan 29, 2019

AM Peak (7AM - 8AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 614890, Location: 40.196421, -83.109991

Provided by: Carpenter Marty (CM) Transportation Inc.
6612 Singletree Drive, Columbus, OH, 43229, US

Leg Direction	Home Road Eastbound				Home Road Westbound				Steitz Road Northbound				Steitz Road Southbound			
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2019-01-29 7:00AM	5	136	11	0	152	25	73	2	0	100	6	3	45	0	54	317
7:15AM	1	103	16	0	120	19	87	3	0	109	2	4	12	0	18	255
7:30AM	1	107	7	0	115	6	55	1	0	62	3	6	8	0	17	208
7:45AM	3	143	12	0	158	5	58	3	0	66	3	6	16	0	25	257
Total	10	489	46	0	545	55	273	9	0	337	14	19	81	0	114	1037
% Approach	1.8%	89.7%	8.4%	0%	-	16.3%	81.0%	2.7%	0%	-	12.3%	16.7%	71.1%	0%	-	-
% Total	1.0%	47.2%	4.4%	0%	52.6%	5.3%	26.3%	0.9%	0%	32.5%	1.4%	1.8%	7.8%	0%	11.0%	-
PHF	0.500	0.855	0.719	-	0.862	0.550	0.784	0.750	-	0.773	0.583	0.792	0.450	-	0.528	0.818
Lights	10	479	46	0	535	49	259	8	0	316	13	18	81	0	112	1004
% Lights	100%	98.0%	100%	0%	98.2%	89.1%	94.9%	88.9%	0%	93.8%	92.9%	94.7%	100%	0%	98.2%	96.8%
Articulated Trucks	0	0	0	0	0	0	2	1	0	3	0	1	0	0	1	4
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0.7%	11.1%	0%	0.9%	0%	5.3%	0%	0%	0.9%	0.4%
Buses and Single-Unit Trucks	0	10	0	0	10	6	12	0	0	18	1	0	0	0	1	29
% Buses and Single-Unit Trucks	0%	2.0%	0%	0%	1.8%	10.9%	4.4%	0%	0%	5.3%	7.1%	0%	0%	0%	0.9%	2.8%

* L: Left, R: Right, T: Thru, U: U-Turn

Home Road and Steitz Road - TMC

Tue Jan 29, 2019

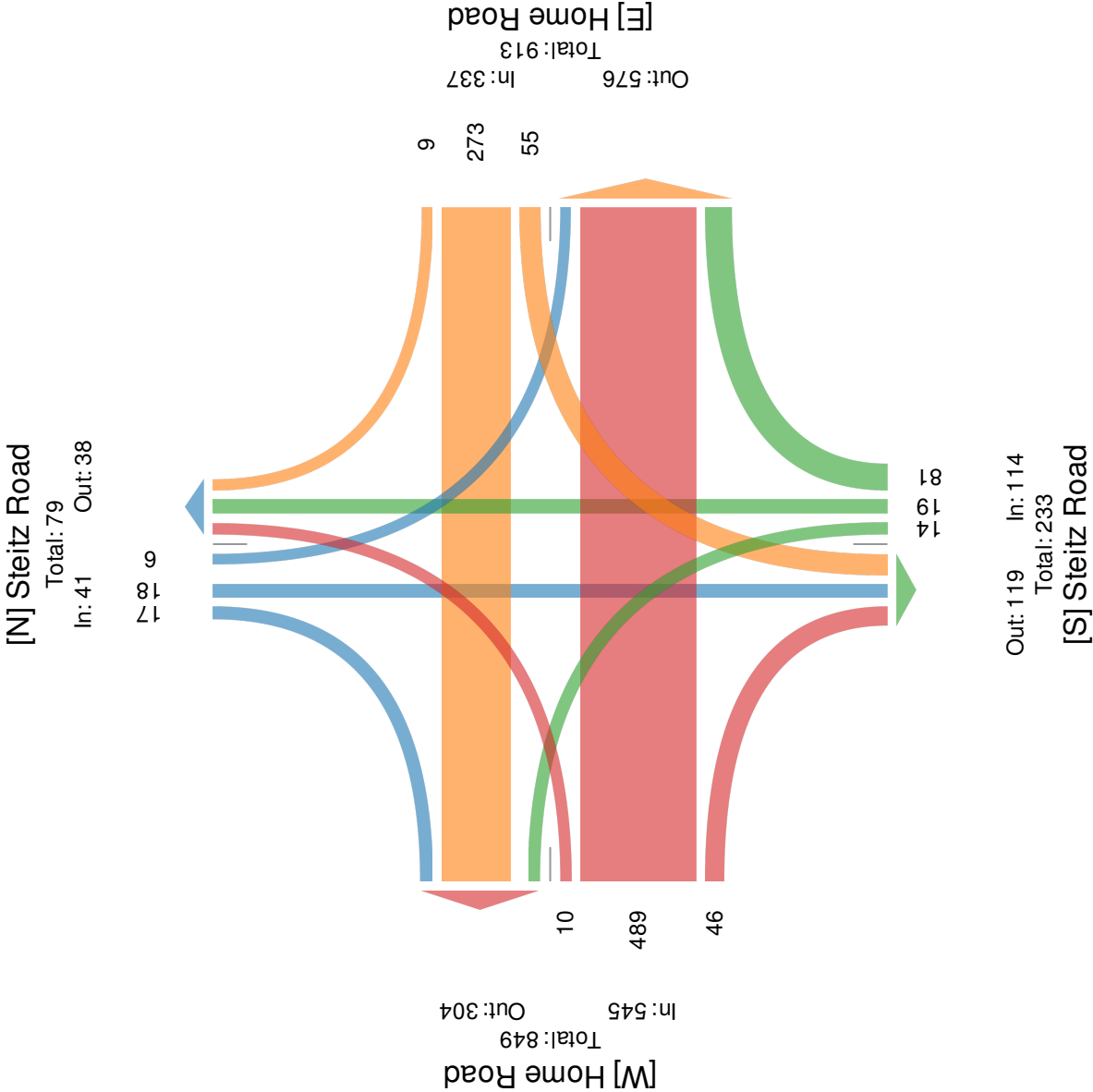
AM Peak (7AM - 8AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 614890, Location: 40.196421, -83.109991

Provided by: Carpenter Marty (CM) Transportation Inc.
6612 Singletree Drive, Columbus, OH, 43229, US



Home Road and Steitz Road - TMC

Tue Jan 29, 2019

PM Peak (5PM - 6PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 614890, Location: 40.196421, -83.109991

Provided by: Carpenter Marty (CM) Transportation Inc.
6612 Singletree Drive, Columbus, OH, 43229, US

Leg Direction	Home Road Eastbound				Home Road Westbound				Steitz Road Northbound				Steitz Road Southbound			
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2019-01-29 5:00PM	5	109	11	0	125	15	120	4	0	139	15	5	6	0	26	297
5:15PM	3	89	8	0	100	7	158	8	0	173	9	4	4	0	17	300
5:30PM	5	101	14	0	120	6	147	6	0	159	15	3	4	0	22	307
5:45PM	3	85	15	0	103	5	127	3	0	135	10	4	9	0	23	269
Total	16	384	48	0	448	33	552	21	0	606	49	16	23	0	88	1173
% Approach	3.6%	85.7%	10.7%	0%	-	5.4%	91.1%	3.5%	0%	-	55.7%	18.2%	26.1%	0%	-	-
% Total	1.4%	32.7%	4.1%	0%	38.2%	2.8%	47.1%	1.8%	0%	51.7%	4.2%	1.4%	2.0%	0%	7.5%	-
PHF	0.800	0.881	0.800	-	0.896	0.550	0.873	0.656	-	0.876	0.817	0.800	0.639	-	0.846	0.955
Lights	16	384	48	0	448	33	551	20	0	604	49	16	23	0	88	1171
% Lights	100%	100%	100%	0%	100%	100%	99.8%	95.2%	0%	99.7%	100%	100%	100%	0%	100%	99.8%
Articulated Trucks	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1
% Articulated Trucks	0%	0%	0%	0%	0%	0%	0%	4.8%	0%	0.2%	0%	0%	0%	0%	0%	0.1%
Buses and Single-Unit Trucks	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
% Buses and Single-Unit Trucks	0%	0%	0%	0%	0%	0%	0.2%	0%	0%	0.2%	0%	0%	0%	0%	0%	0.1%

* L: Left, R: Right, T: Thru, U: U-Turn

Home Road and Steitz Road - TMC

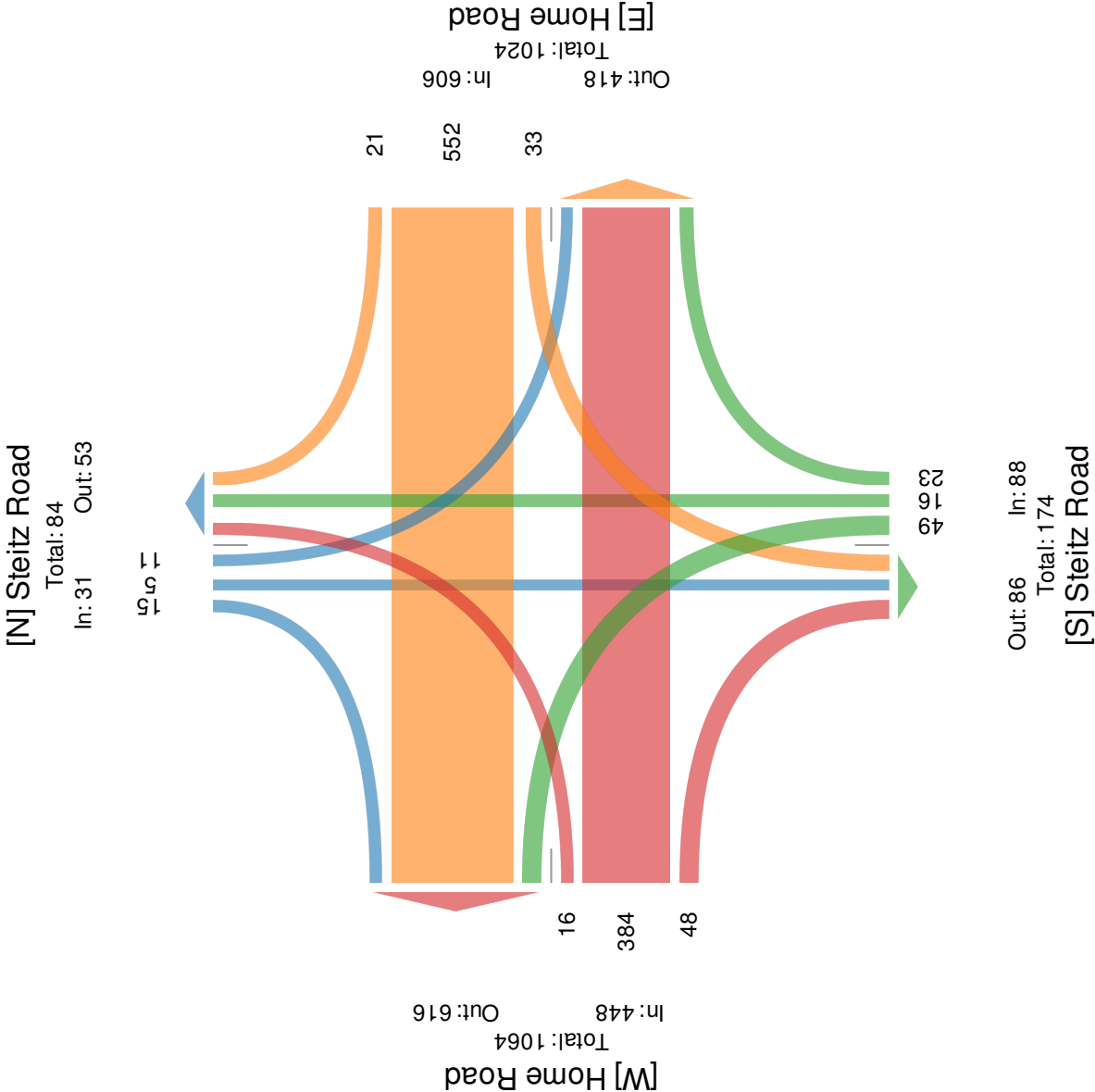
Tue Jan 29, 2019

PM Peak (5PM - 6PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements

ID: 614890, Location: 40.196421, -83.109991

Provided by: Carpenter Marty (CM) Transportation Inc.
6612 Singletree Drive, Columbus, OH, 43229, US



Chelsea Cousins

From: Zhuojun Jiang <zjiang@morpc.org>
Sent: Tuesday, February 19, 2019 4:43 PM
To: Gina Balsamo; Hwashik Jang; Nick Gill
Cc: Chelsea Cousins; Drew Laurent; Ying Su
Subject: RE: Growth Rate Request - Home & Steitz Mixed Use Development TIS

Hello Gina,

Please use the following linear annual growth rates for the intersection in your study.

Home Rd e/o Steitz Rd	2.50%
Steitz Rd n/o Home Rd	2.00%
Home Rd w/o Steitz Rd	2.50%
Steitz Rd s/o Home Rd	2.00%

Note: The above rates were derived based on planning level analysis by using MORPC's regional travel demand model.

If you have any questions regarding the rates, please let us know. Thanks!

Zhuojun

Zhuojun Jiang, Ph.D., P.E.

Manager, Travel Forecasting | Mid-Ohio Regional Planning Commission

T: 614.233.4147

111 Liberty Street, Suite 100 | Columbus, OH 43215



From: Gina Balsamo [mailto:gbalsamo@cmtran.com]
Sent: Friday, February 1, 2019 1:18 PM
To: Hwashik Jang <hjang@morpc.org>; Nick Gill <ngill@morpc.org>; Zhuojun Jiang <zjiang@morpc.org>
Cc: Chelsea Cousins <ccousins@cmtran.com>; Drew Laurent <dlaurent@cmtran.com>
Subject: Growth Rate Request - Home & Steitz Mixed Use Development TIS

All,

We would like to request growth rates for the Home Road and Steitz Road intersection. We will be conducting a TIS for a site proposed to be a mixed-use development including apartments, office, and retail space. Please see the attached site plan and count data.

The Opening Year is 2019 and the Horizon Year is 2029 and 2039 (analysis will be completed for both Horizon Years).

The reviewing agencies are the City of Powell and Delaware County.

Attachment C

Trip Generation

Scenario - 1

Scenario Name: AM Peak

Dev. phase: 1

Analyst Note:

User Group:

No. of Years to Project 0

Traffic:

Warning:

VEHICLE TRIPS BEFORE REDUCTION									
Land Use & Data Source	Location	IV	Size	Time Period	Method		Entry Split%	Exit Split%	Total
					Rate/Equation				
220 - Multifamily Housing (Low-Rise) Data Source: Trip Gen Manual, 10th Ed +	General Urban/Suburban	Dwelling Units	42	Weekday, Peak Hour of Adjacent Street Traffic,		Best Fit (LOG)	5	16	21
						$\ln(T) = 0.95\ln(X) - 0.51$	23%	77%	

VEHICLE TO PERSON TRIP CONVERSION									
BASELINE SITE VEHICLE CHARACTERISTICS:									
Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split				
							Entry (%)	Exit (%)	Total
220 - Multifamily Housing (Low-Rise)	100		100		1		1	23	77

ESTIMATED BASELINE SITE PERSON TRIPS:									
Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips				
							Entry	Exit	Total
220 - Multifamily Housing (Low-Rise)	5	16	0	0	21		5	16	21

NEW VEHICLE TRIPS									
Land Use						New Vehicle Trips			
						Entry	Exit	Total	
220 - Multifamily Housing (Low-Rise)						5	16	21	

RESULTS									
Site Totals									
Vehicle Trips Before Reduction						5	16	21	
External Vehicle Trips						5	16	21	
New Vehicle Trips						5	16	21	

Scenario - 2

Scenario Name: PM Peak

User Group:

Dev. phase: 1

No. of Years to Project 0

Traffic:

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method Rate/Equation	Entry Split%	Exit Split%	Total
220 - Multifamily Housing (Low-Rise) Data Source: Trip Gen Manual, 10th Ed +	General Urban/Suburban	Dwelling Units	42	Weekday, Peak Hour of Adjacent Street Traffic,	Best Fit (LOG) $\ln(T) = 0.89\ln(X) - 0.02$	17 63%	10 37%	27

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share		Baseline Site Vehicle Occupancy		Baseline Site Vehicle Directional Split	
	Entry (%)	Exit (%)	Entry	Exit	Entry (%)	Exit (%)
220 - Multifamily Housing (Low-Rise)	100	100	1	1	63	37

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle		Person Trips by Other Modes		Total Baseline Site Person Trips	
	Entry	Exit	Entry	Exit	Entry	Exit
220 - Multifamily Housing (Low-Rise)	17	10	0	0	17	10
	27		0		27	

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips	
	Entry	Exit
220 - Multifamily Housing (Low-Rise)	17	10
		27


RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	17	10	27
External Vehicle Trips	17	10	27
New Vehicle Trips	17	10	27

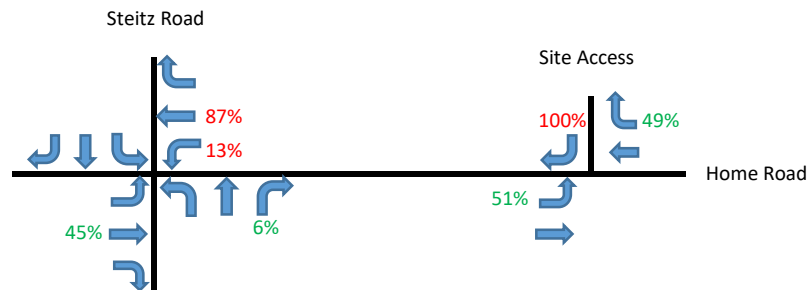
Attachment D

Volume Calculations


Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
			Distributions	

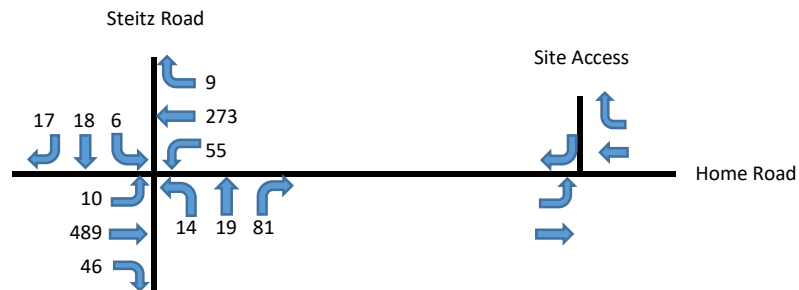
^
N



Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2019	AM	Count	

^
N



Liberty Reserve TAS
Traffic Volume Calculations



Year

Period

Scenario

Plate

2021

AM

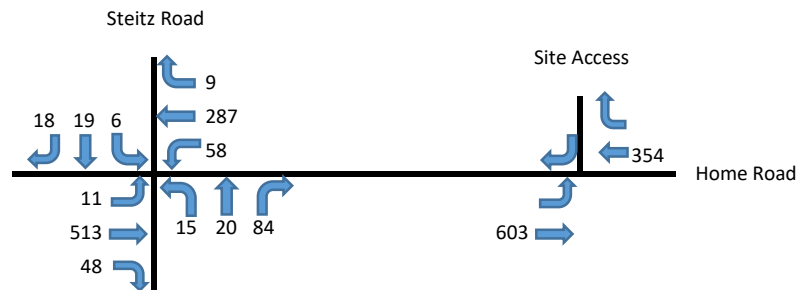
Background Traffic

A1


^
N

Growth Rates

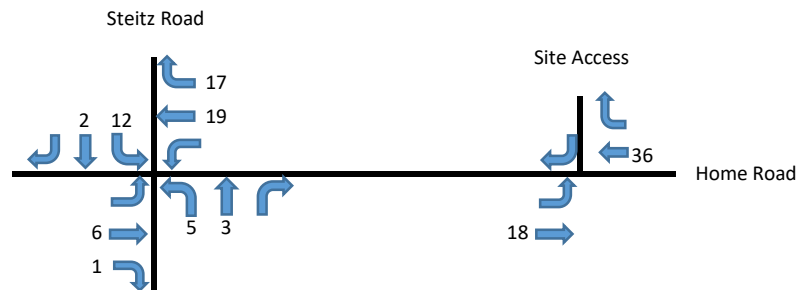
Home Rd e/o Steitz Rd	2.50%
Steitz Rd n/o Home Rd	2.00%
Home Rd w/o Steitz Rd	2.50%
Steitz Rd s/o Home Rd	2.00%



Liberty Reserve TAS
Traffic Volume Calculations


	Year	Period	Scenario	Plate
		AM	Home and Steitz Mixed-Use Non-Pass-By	B1

^
N

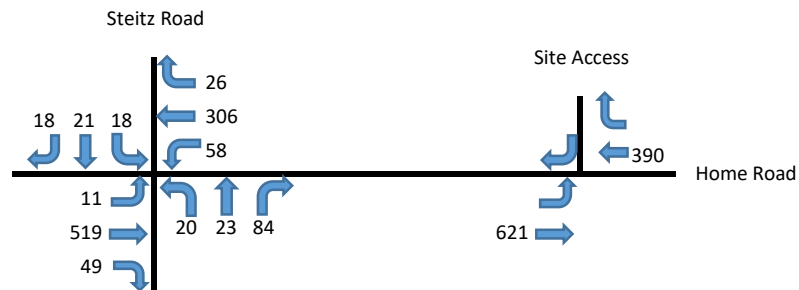


* Non-Pass-By data was taken directly from the volume sheets provided in the Home & Steitz Mixed-Use Traffic Impact Study dated December 10, 2019.


Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2021	AM	No Build	C1 = A1 + B1

^
N

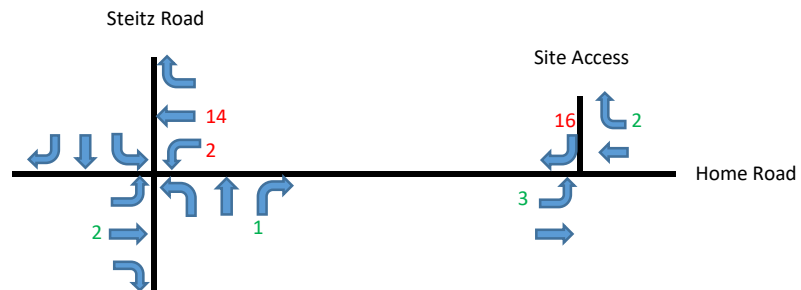


Liberty Reserve TAS
Traffic Volume Calculations


	Year	Period	Scenario	Plate
		AM	Non-Pass-By	D1

^
N

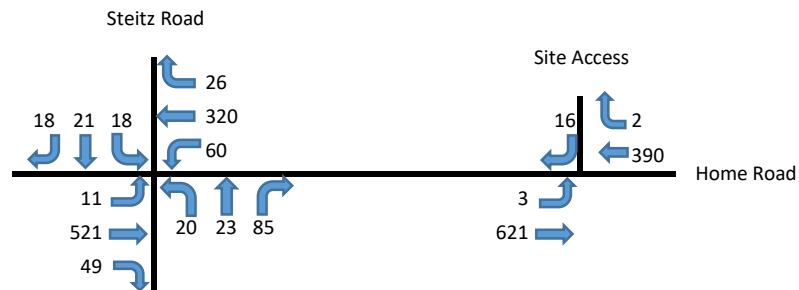
Entry 5
Exit 16



Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2021	AM	Build	E1 = C1 + D1

^
N



Liberty Reserve TAS
Traffic Volume Calculations



Year

Period

Scenario

Plate

2041

AM

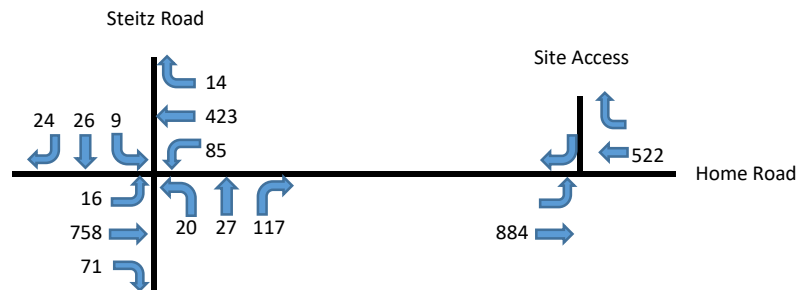
Background Traffic

F1


^
N

Growth Rates

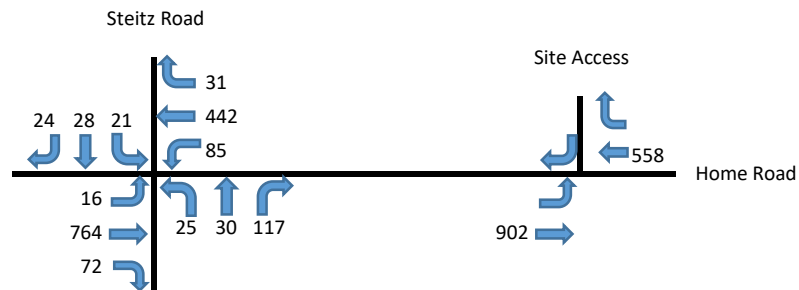
Home Rd e/o Steitz Rd	2.50%
Steitz Rd n/o Home Rd	2.00%
Home Rd w/o Steitz Rd	2.50%
Steitz Rd s/o Home Rd	2.00%




Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2041	AM	No Build	G1 = B1 + F1

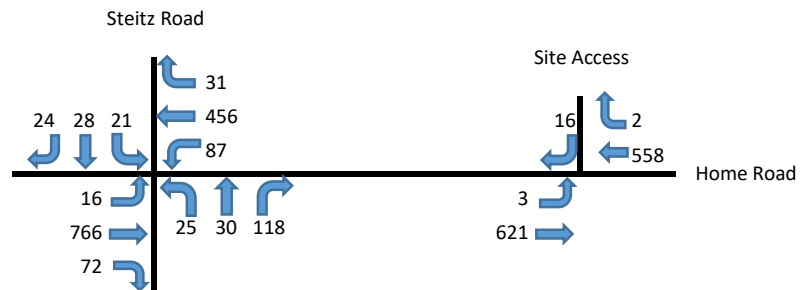
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N




Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2041	AM	Build	H1 = D1 + G1

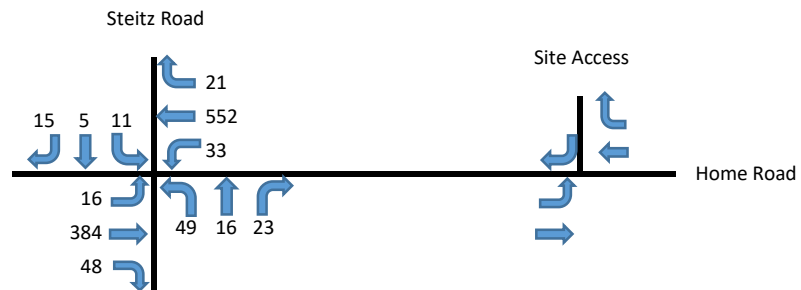
^
N




Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2019	PM	Count	

^
N



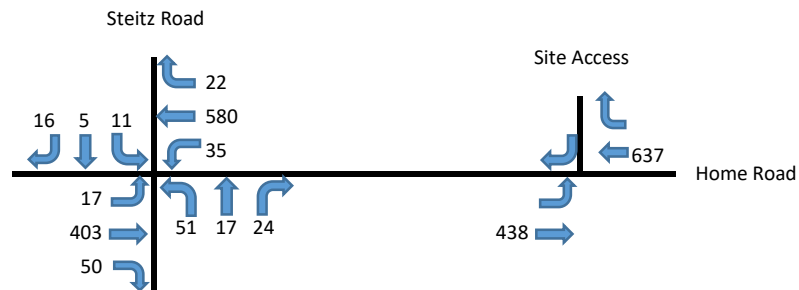
Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2021	PM	Background Traffic	A2


^
N

Growth Rates

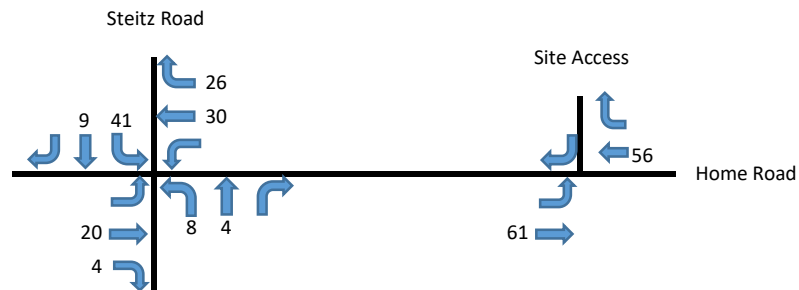
Home Rd e/o Steitz Rd	2.50%
Steitz Rd n/o Home Rd	2.00%
Home Rd w/o Steitz Rd	2.50%
Steitz Rd s/o Home Rd	2.00%



Liberty Reserve TAS
Traffic Volume Calculations


	Year	Period	Scenario	Plate
		PM	Home and Steitz Mixed-Use Non-Pass-By	B2

^
N

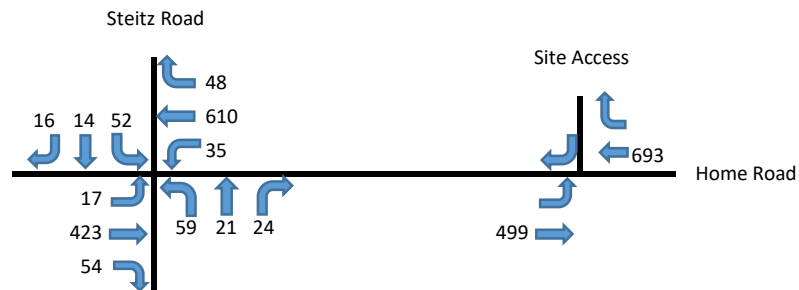


* Non-Pass-By data was taken directly from the volume sheets provided in the Home & Steitz Mixed-Use Traffic Impact Study dated December 10, 2019.


Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2021	PM	No Build	C2 = A2 + B2

^
N

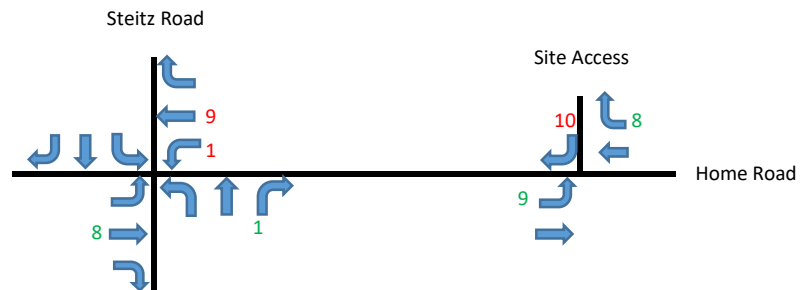


Liberty Reserve TAS
Traffic Volume Calculations


	Year	Period	Scenario	Plate
		PM	Non-Pass-By	D2

^
N

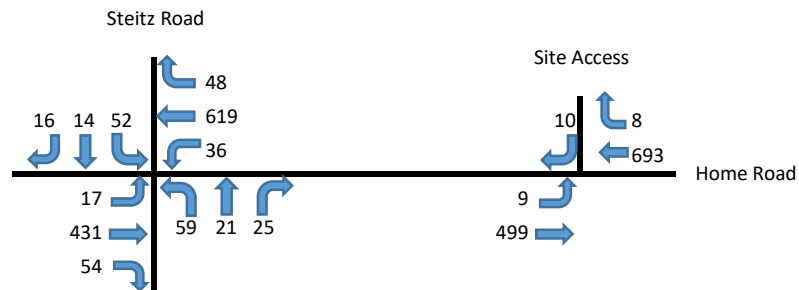
Entry 17
Exit 10




Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2021	PM	Build	E2 = C2 + D2

^
N



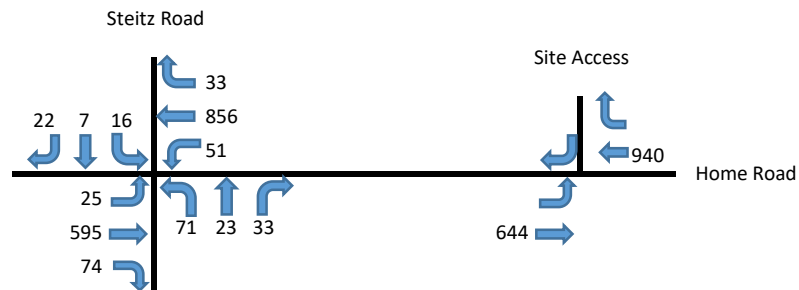
Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2041	PM	Background Traffic	F2


^
N

Growth Rates

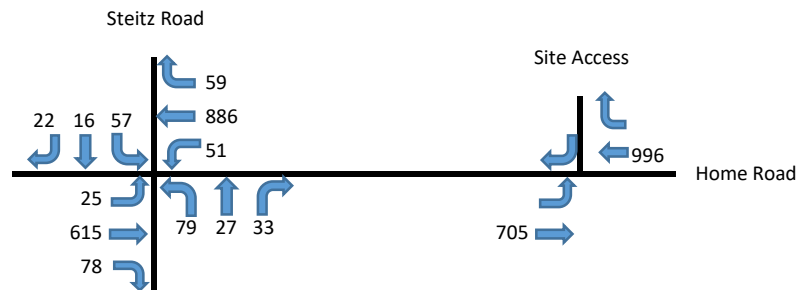
Home Rd e/o Steitz Rd	2.50%
Steitz Rd n/o Home Rd	2.00%
Home Rd w/o Steitz Rd	2.50%
Steitz Rd s/o Home Rd	2.00%




Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2041	PM	No Build	G2 = B2 + F2

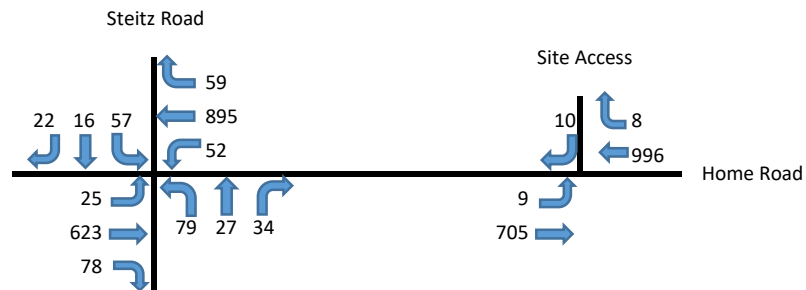
^
N



Liberty Reserve TAS
Traffic Volume Calculations

	Year	Period	Scenario	Plate
	2041	PM	Build	H2 = D2 + G2

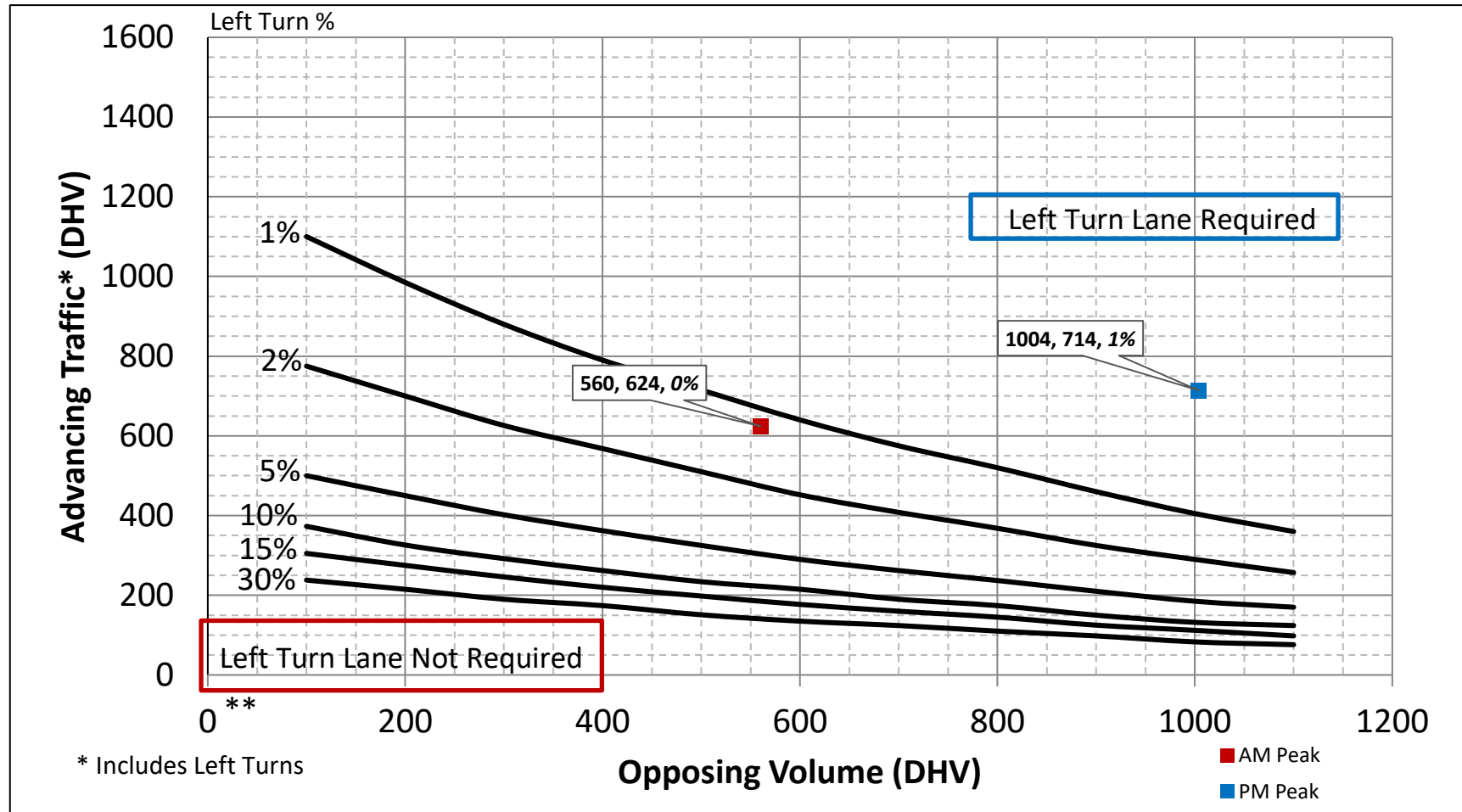
^
N



Attachment E

Turn Lane Analysis

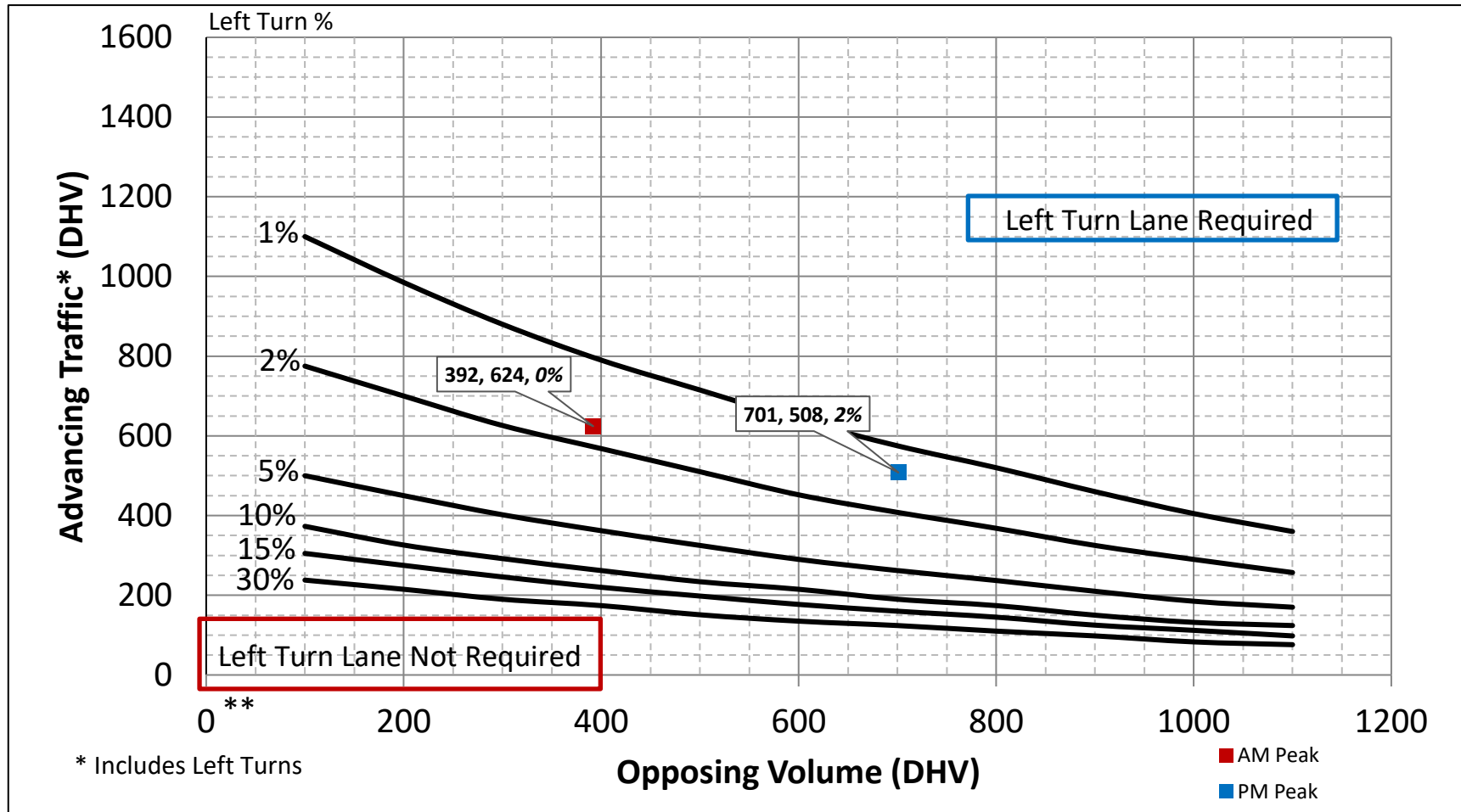
2-Lane Highway Left Turn Lane Warrant (> 40 mph or 70 kph Posted Speed)



Turn Lane Length Calculations

AM Peak	Design Speed	55	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	3	VPH
	Advancing Traffic	624	VPH
	Opposing Volume	560	VPH
	Left Turn Percentage	0%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	285	* Turn Lane Length includes 50 ft diverging taper
	Offset Width	12	
	Approach Taper	660	
PM Peak	Design Speed	55	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	9	VPH
	Advancing Traffic	714	VPH
	Opposing Volume	1004	VPH
	Left Turn Percentage	1%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	285	* Turn Lane Length includes 50 ft diverging taper
	Offset Width	12	
	Approach Taper	660	
Is Left Turn Warrant Met		Yes	See Above

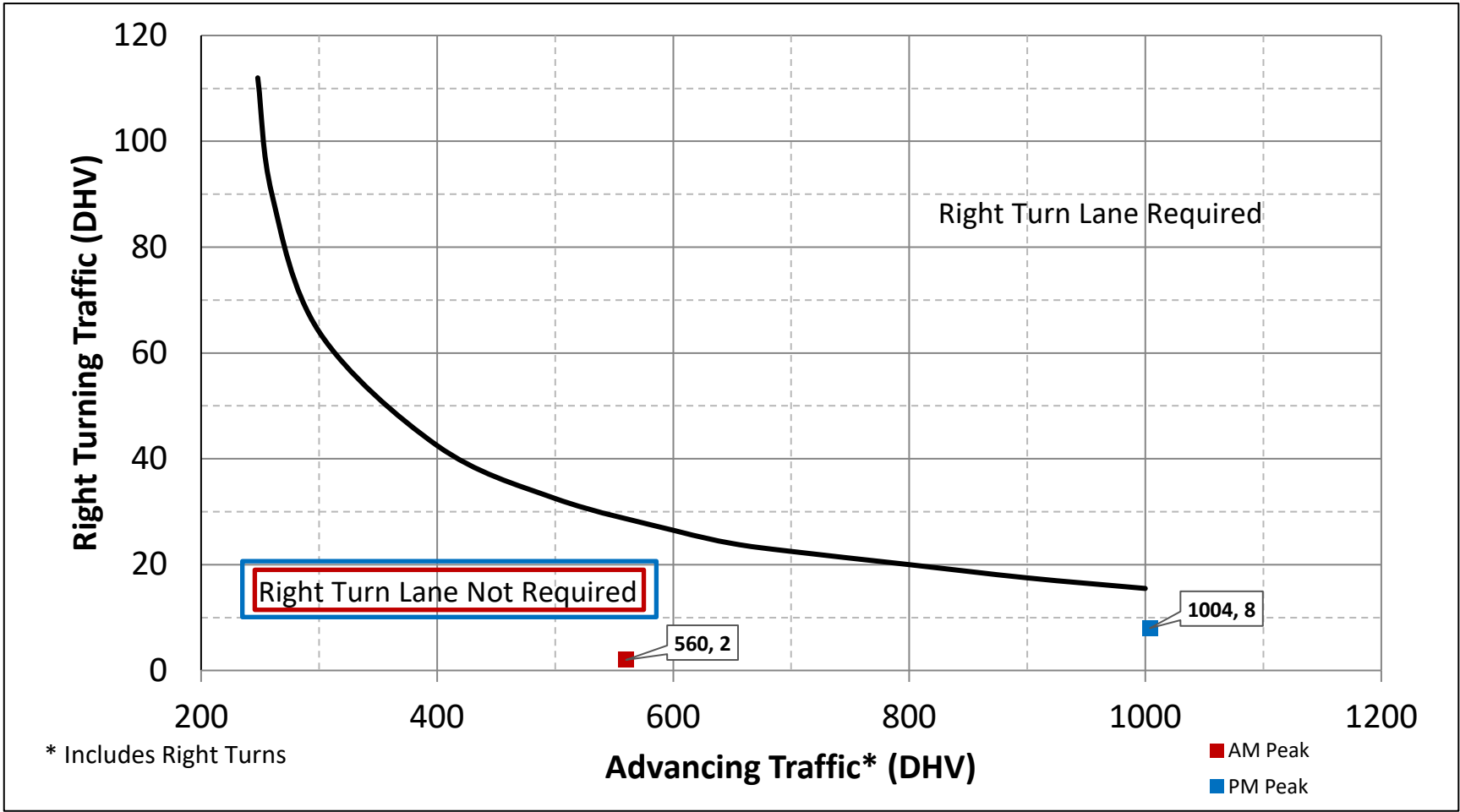
2-Lane Highway Left Turn Lane Warrant (> 40 mph or 70 kph Posted Speed)



Turn Lane Length Calculations

AM Peak	Design Speed	55	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	3	VPH
	Advancing Traffic	624	VPH
	Opposing Volume	392	VPH
	Left Turn Percentage	0%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	285	* Turn Lane Length includes 50 ft diverging taper
	Offset Width	12	
	Approach Taper	660	
PM Peak	Design Speed	55	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	9	VPH
	Advancing Traffic	508	VPH
	Opposing Volume	701	VPH
	Left Turn Percentage	2%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	285	* Turn Lane Length includes 50 ft diverging taper
	Offset Width	12	
	Approach Taper	660	
Is Left Turn Warrant Met		Yes	See Above

2-Lane Highway Right Turn Lane Warrant
(> 40 mph or 70 kph Posted Speed)

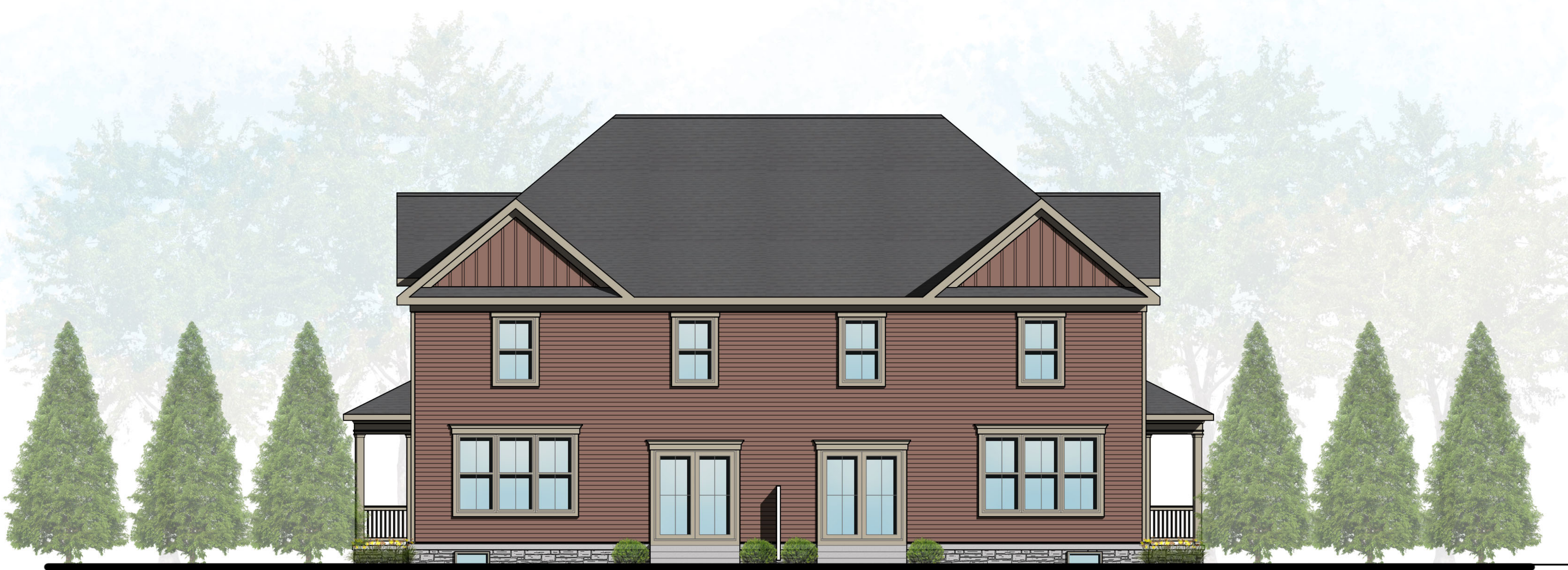


Turn Lane Length Calculations

AM Peak	Design Speed	55	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unknown	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	2	VPH
	Advancing Traffic	560	VPH
	Right Turn Percentage	0%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	285	* Turn Lane Length includes 50 ft diverging taper
PM Peak	Design Speed	55	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unknown	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	8	VPH
	Advancing Traffic	1004	VPH
	Right Turn Percentage	1%	
	Location Type	Intersection	
	Condition	A	
	Vehicles/Cycle	1	
	Turn Lane Length	100	* Turn Lane Length includes 50 ft diverging taper
Is Right Turn Warrant Met		No	No Right Turn Lane Required



① FRONT ELEVATION A
SCALE: $\frac{3}{16}" = 1'-0"$



② REAR ELEVATION A
SCALE: $\frac{3}{16}" = 1'-0"$



③ SIDE ELEVATION A
SCALE: $\frac{3}{16}" = 1'-0"$

NOTE: ELEVATIONS/COLOR PALETTE ARE SUBJECT TO REFINEMENT BY ARCHITECT

ARCHITECTURAL CHARACTER - ELEVATION A

EXHIBIT F-1

LIBERTY RESERVE

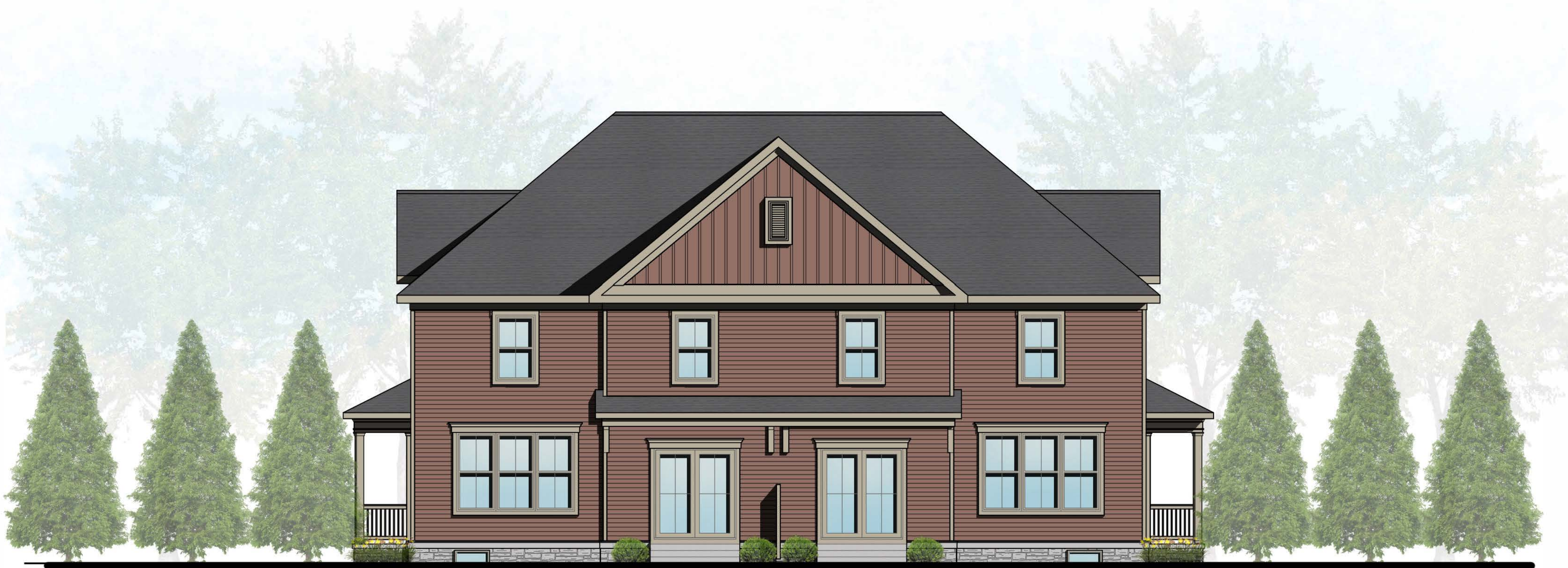
PREPARED FOR BELL PROPERTIES, LTD.
DATE: 1/26/21

Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com



① ALTERNATE FRONT ELEVATION A
SCALE: $\frac{3}{16}'' = 1'-0''$



② ALTERNATE REAR ELEVATION A
SCALE: $\frac{3}{16}'' = 1'-0''$

NOTE: ELEVATIONS/COLOR PALETTE ARE SUBJECT TO REFINEMENT BY ARCHITECT

ARCHITECTURAL CHARACTER - ELEVATION A ALTERNATES

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1 FRONT ELEVATION B
SCALE: $\frac{3}{16}'' = 1'-0''$



2 REAR ELEVATION B
SCALE: $\frac{3}{16}'' = 1'-0''$



3 SIDE ELEVATION B
SCALE: $\frac{3}{16}'' = 1'-0''$

NOTE: ELEVATIONS/COLOR PALETTE ARE SUBJECT TO REFINEMENT BY ARCHITECT

ARCHITECTURAL CHARACTER - ELEVATION B

LIBERTY RESERVE

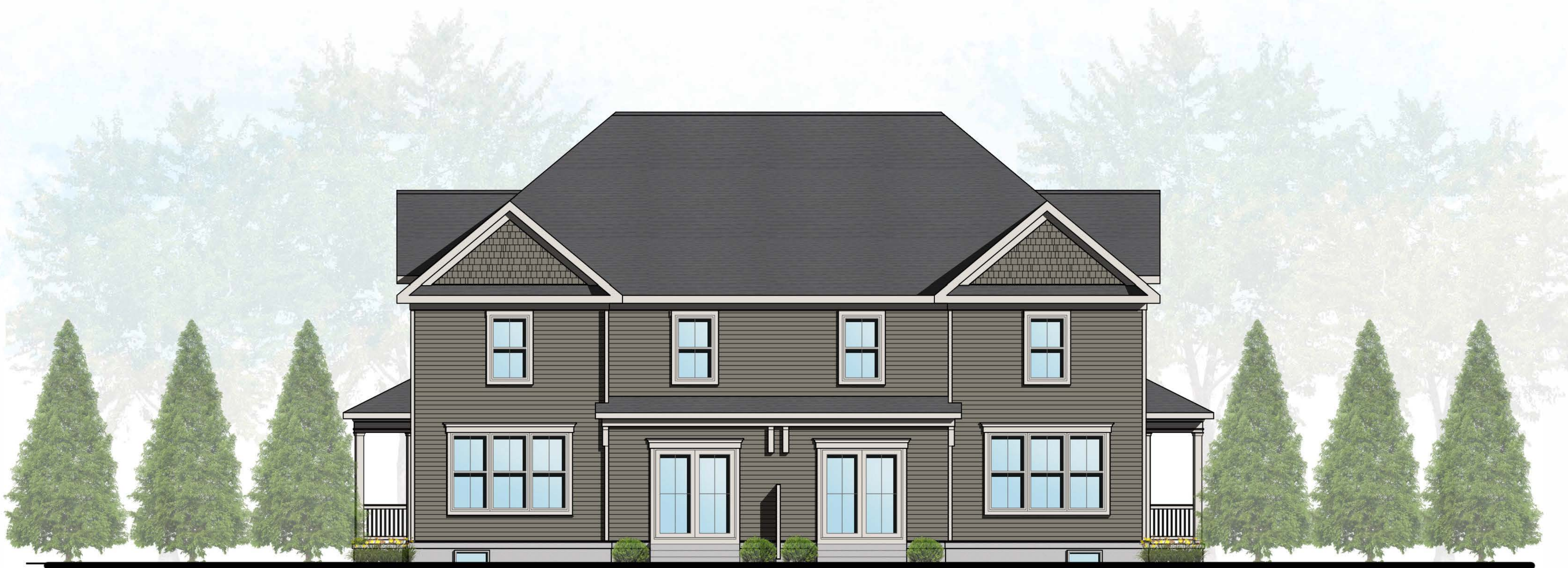
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p (614) 487-1964 www.farisplanninganddesign.com



1 ALTERNATE FRONT ELEVATION B
SCALE: $\frac{3}{16}" = 1'-0"$



2 ALTERNATE REAR ELEVATION B
SCALE: $\frac{3}{16}" = 1'-0"$

NOTE: ELEVATIONS/COLOR PALETTE ARE SUBJECT TO REFINEMENT BY ARCHITECT

ARCHITECTURAL CHARACTER - ELEVATION B ALTERNATES

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① FRONT ELEVATION C
SCALE: $\frac{3}{16}'' = 1'-0''$



② REAR ELEVATION C
SCALE: $\frac{3}{16}'' = 1'-0''$



③ SIDE ELEVATION C
SCALE: $\frac{3}{16}'' = 1'-0''$

NOTE: ELEVATIONS/COLOR PALETTE ARE SUBJECT TO REFINEMENT BY ARCHITECT

ARCHITECTURAL CHARACTER - ELEVATION C

LIBERTY RESERVE

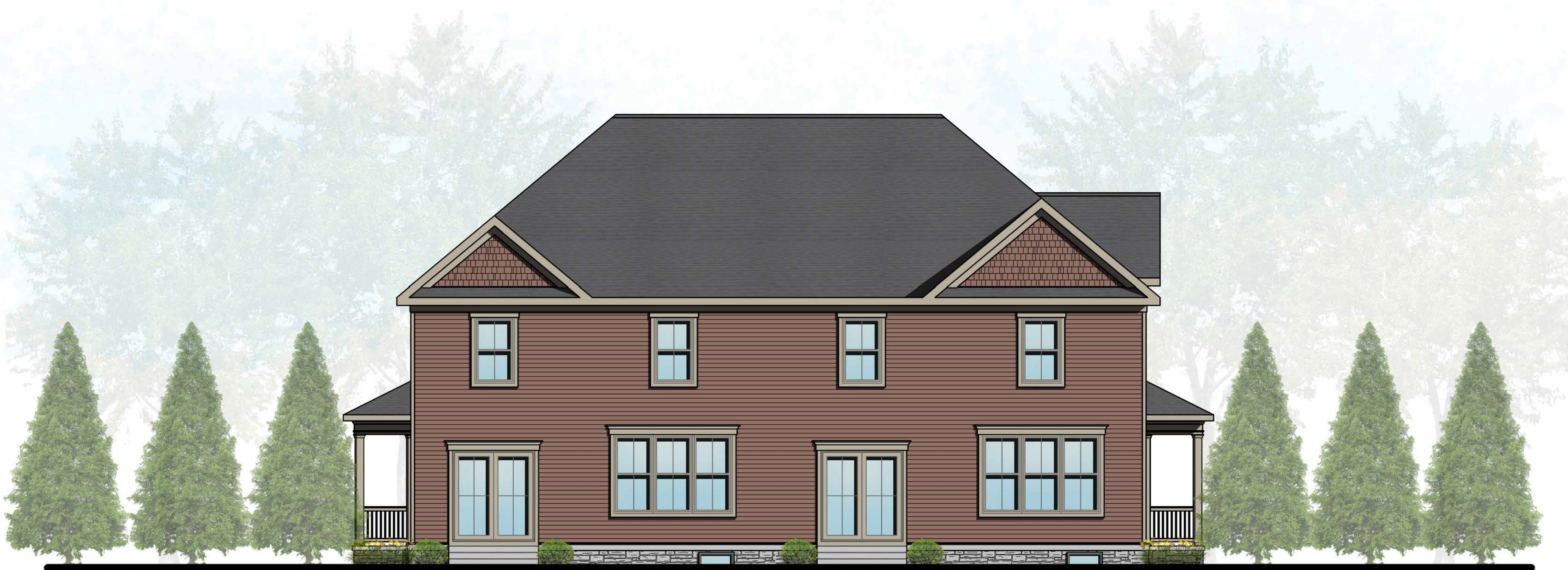
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p (614) 487-1964 www.farisplanninganddesign.com



1 FRONT ELEVATION D
SCALE: $\frac{3}{16}" = 1'-0"$



2 REAR ELEVATION D
SCALE: $\frac{3}{16}" = 1'-0"$



3 LEFT SIDE ELEVATION D
SCALE: $\frac{3}{16}" = 1'-0"$



4 RIGHT SIDE ELEVATION D
SCALE: $\frac{3}{16}" = 1'-0"$

NOTE: ELEVATIONS/COLOR PALETTE ARE SUBJECT TO REFINEMENT BY ARCHITECT

ARCHITECTURAL CHARACTER - ELEVATION D

LIBERTY RESERVE
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DATE: 1/26/21



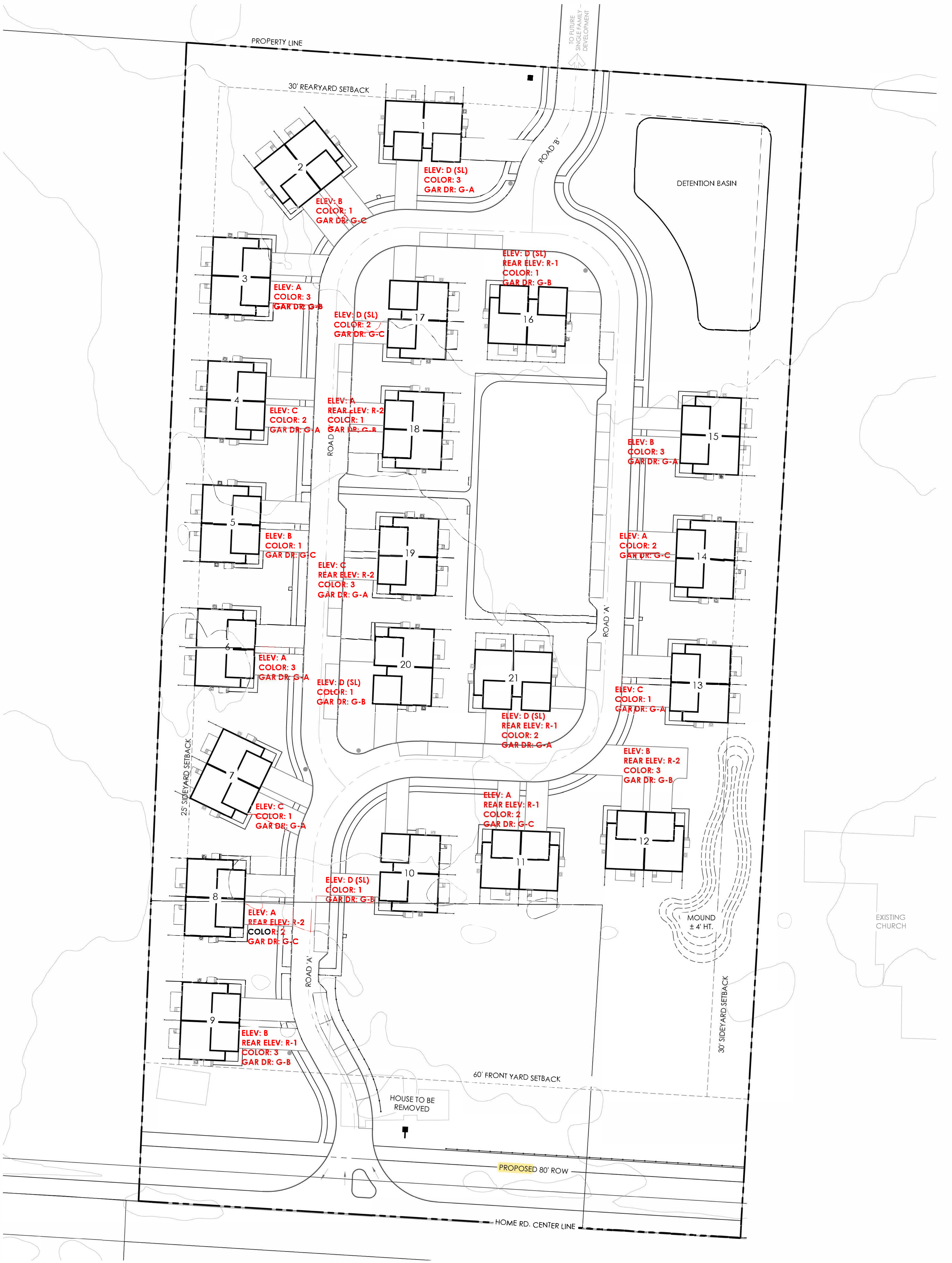
Liberty Reserve: Site Matrix

01/22/21

BUILDING #	FRONT ELEVATION	REAR ELEVATION	COLOR SCHEME	GARAGE DOOR STYLE
1	D*		3	G-A
2	B		1	G-C
3	A		3	G-B
4	C		2	G-A
5	B		1	G-C
6	A		3	G-A
7	C		1	G-A
8	A	R-2	2	G-C
9	B	R-1	3	G-B
10	D*		1	G-B
11	A	R-1	2	G-C
12	B	R-2	3	G-B
13	C		1	G-A
14	A		2	G-C
15	B		3	G-A
16	D*	R-1	1	G-B
17	D*		2	G-C
18	A	R-2	1	G-B
19	C	R-2	3	G-A
20	D*		1	G-B
21	D*	R-1	2	G-A

TOTALS: ELEV A: 6 BUILDINGS
 ELEV B: 5 BUILDINGS
 ELEV C: 4 BUILDINGS
 ELEV D*: 6 BUILDINGS

* INDICATES SIDE-LOAD GARAGE



ELEVATION KEY PLAN

EXHIBIT F-2



FRONT ELEVATION A - STONE ALTERNATE
SCALE: 1/8" = 1'-0"



FRONT ELEVATION A
SCALE: 1/8" = 1'-0"



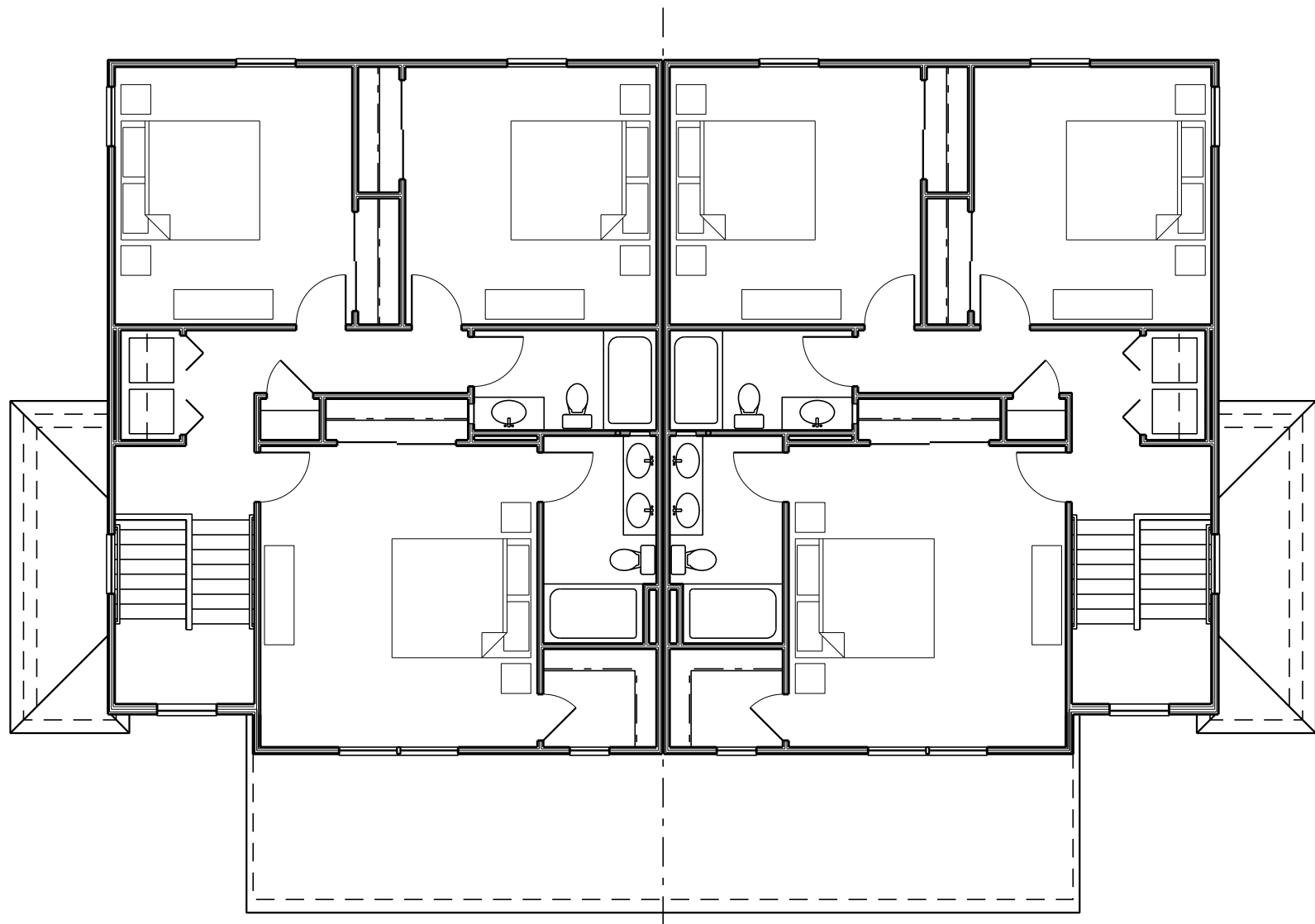
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SCALE: 1/8" = 1'-0"



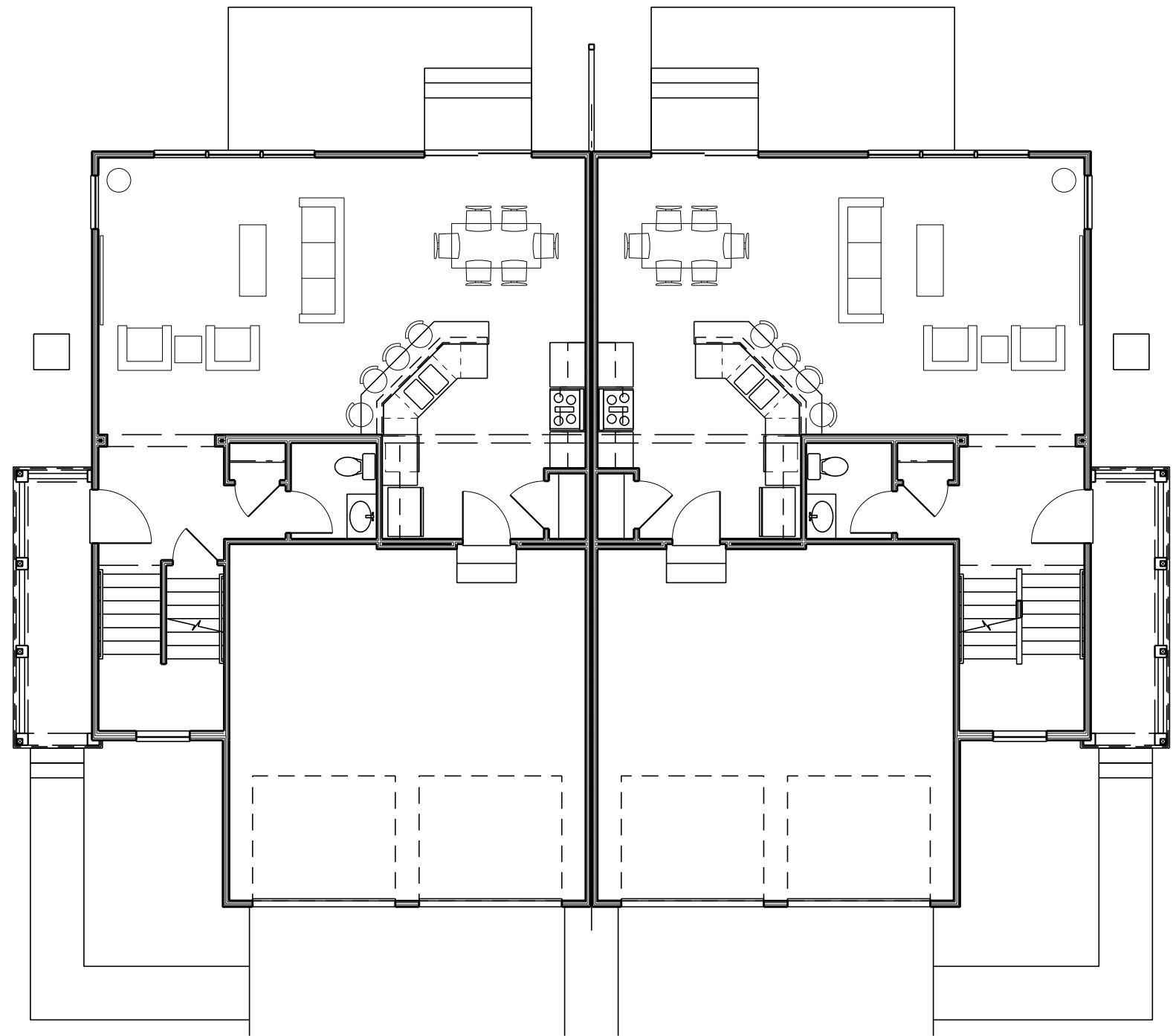
SIDE ELEVATION A
SCALE: 1/8" = 1'-0"

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BELL PROPERTIES, LTD

JANUARY 22, 2021



SECOND FLOOR PLAN - ELEV A
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN - ELEV A
SCALE: 1/8" = 1'-0"

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FRONT ELEVATION B - STONE ALTERNATE
SCALE: 1/8" = 1'-0"



FRONT ELEVATION B
SCALE: 1/8" = 1'-0"

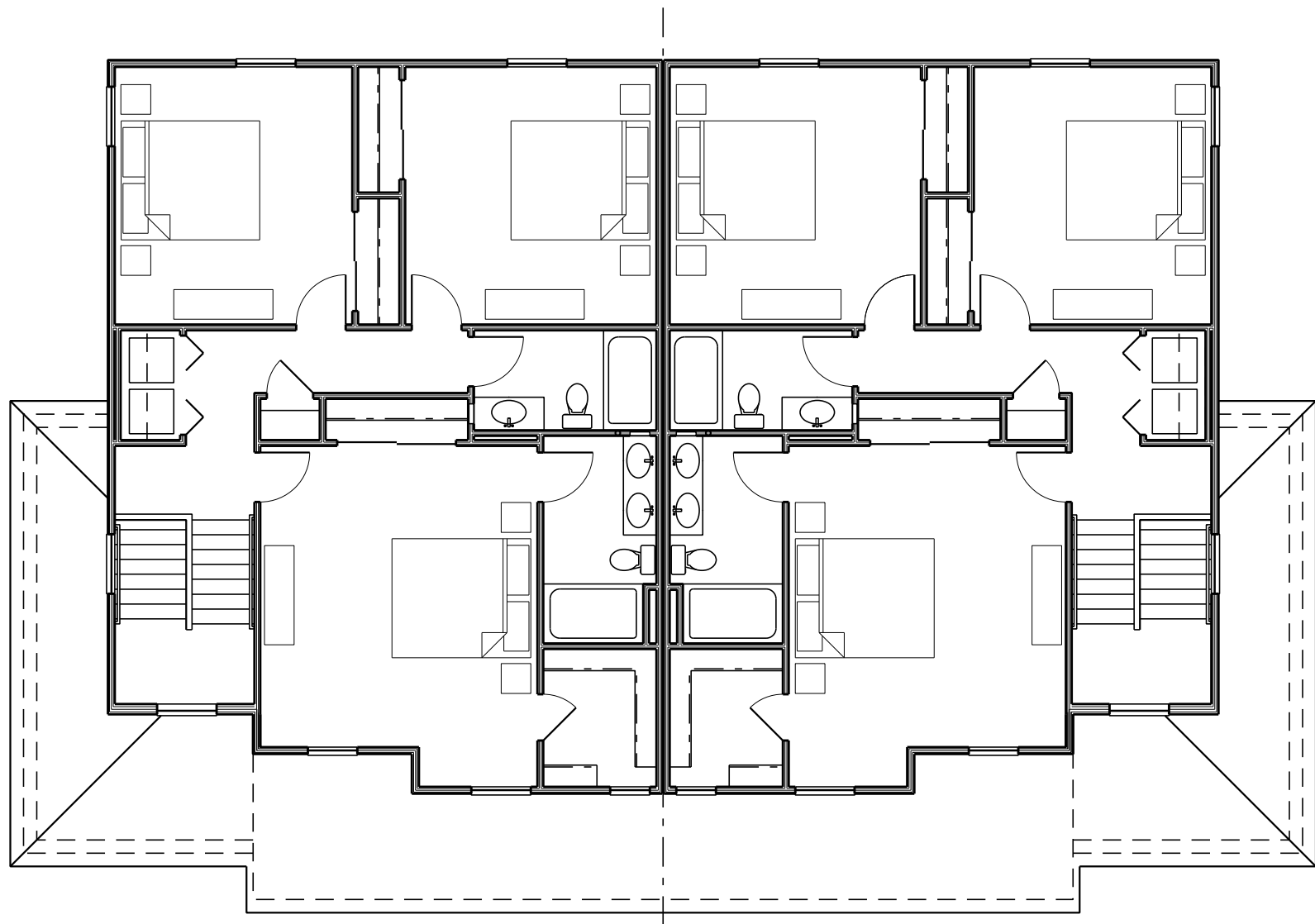


REAR ELEVATION B
SCALE: 1/8" = 1'-0"

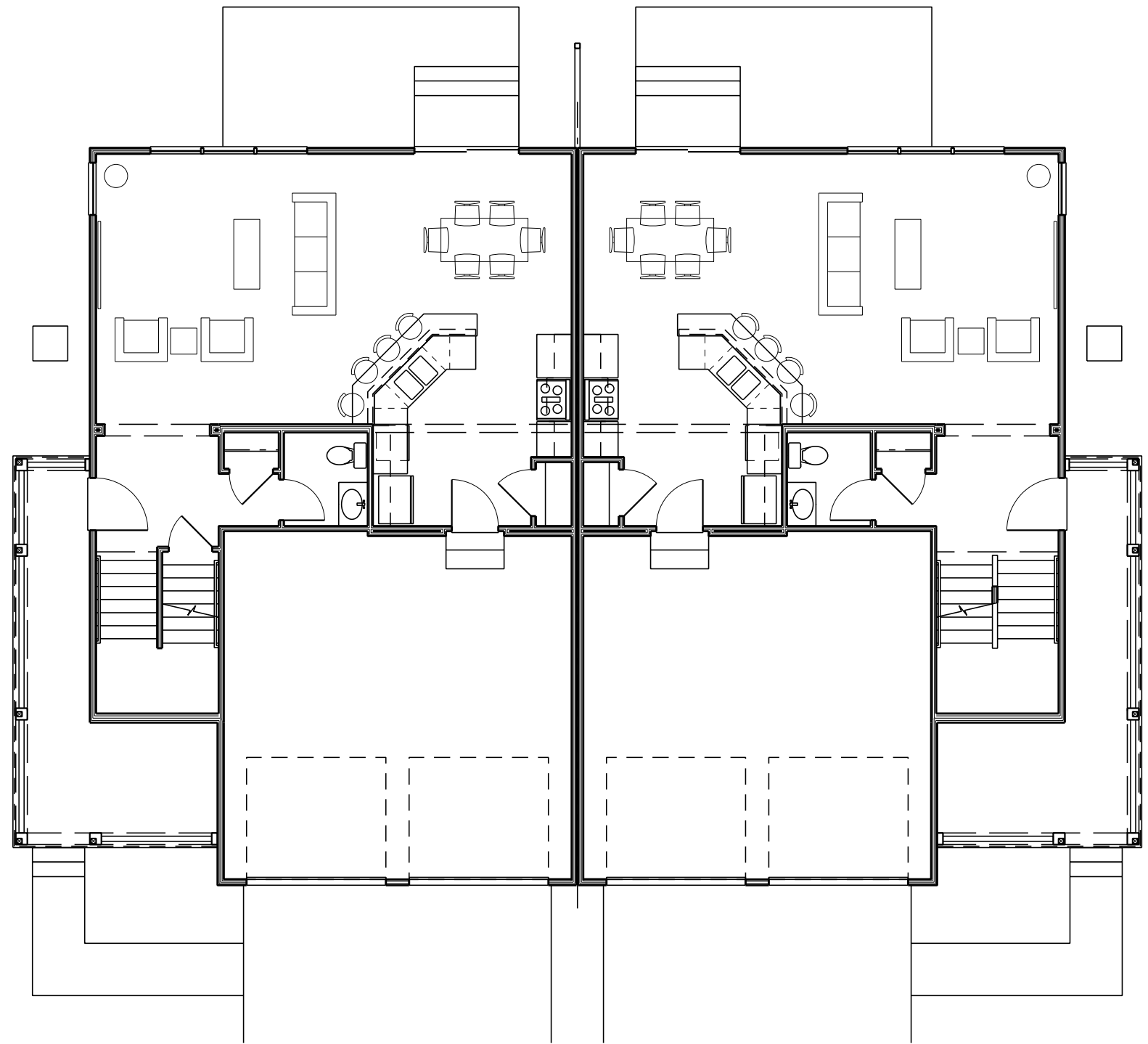


SIDE ELEVATION B
SCALE: 1/8" = 1'-0"

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FOR
BELL PROPERTIES, LTD



SECOND FLOOR PLAN - ELEV B
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN - ELEV B
SCALE: 1/8" = 1'-0"

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FRONT ELEVATION C

SCALE: 1/8" = 1'-0"



REAR ELEVATION C

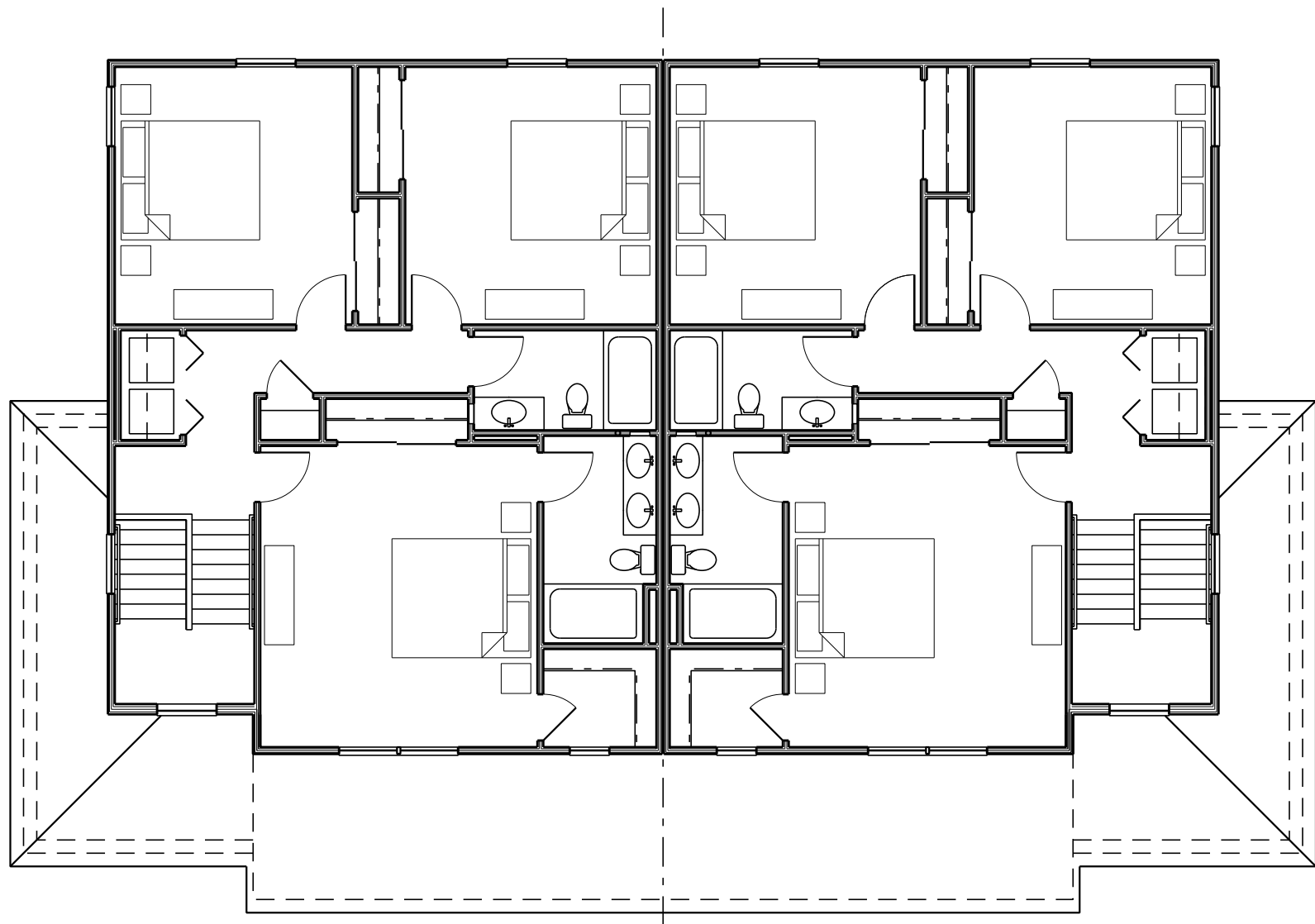
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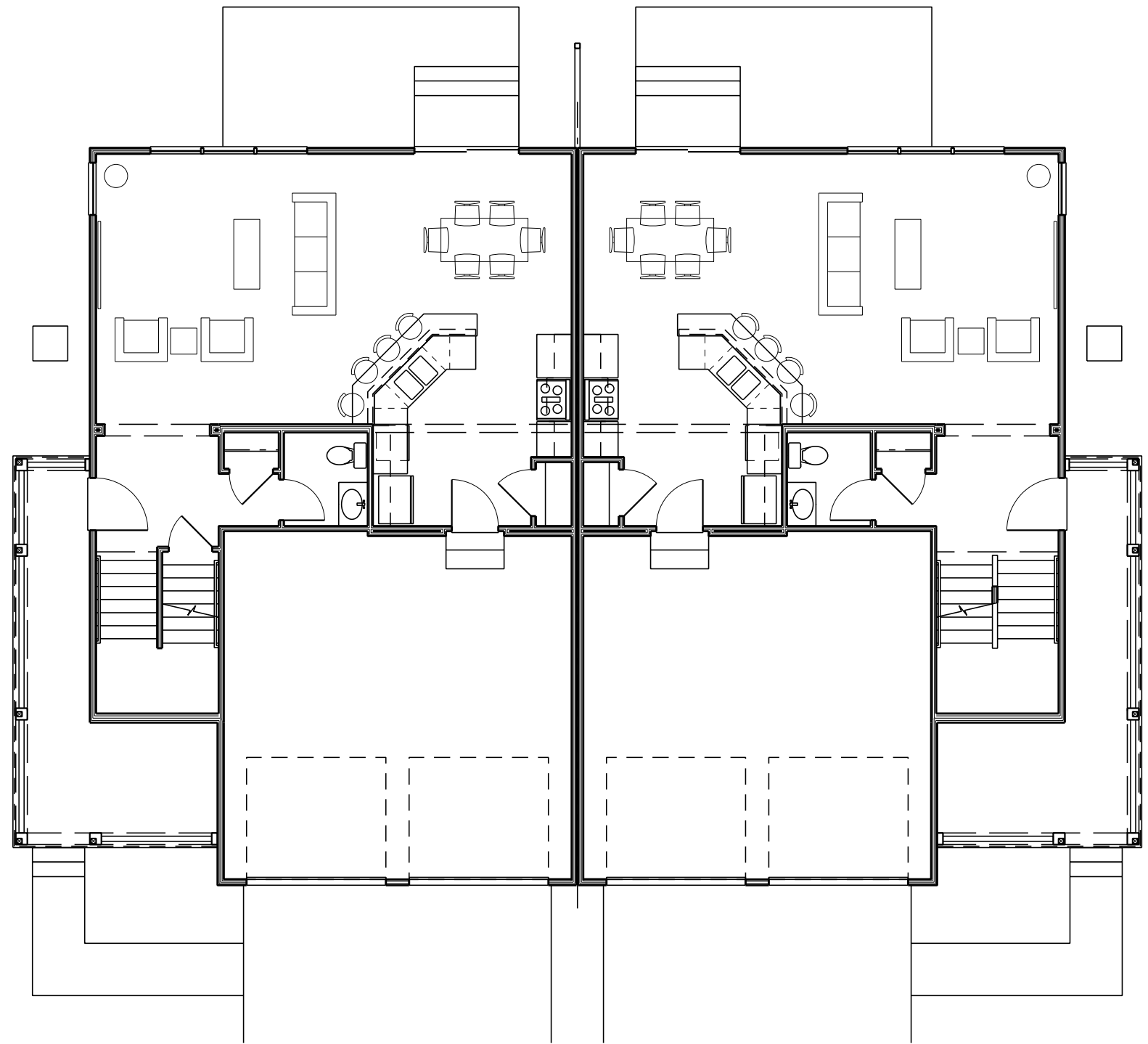
SIDE ELEVATION C

SCALE: 1/8" = 1'-0"

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SECOND FLOOR PLAN - ELEV C
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN - ELEV C
SCALE: 1/8" = 1'-0"

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LEFT SIDE ELEVATION D: SIDE-LOAD
SCALE: 1/8" = 1'-0"



FRONT ELEVATION D: SIDE-LOAD
SCALE: 1/8" = 1'-0"

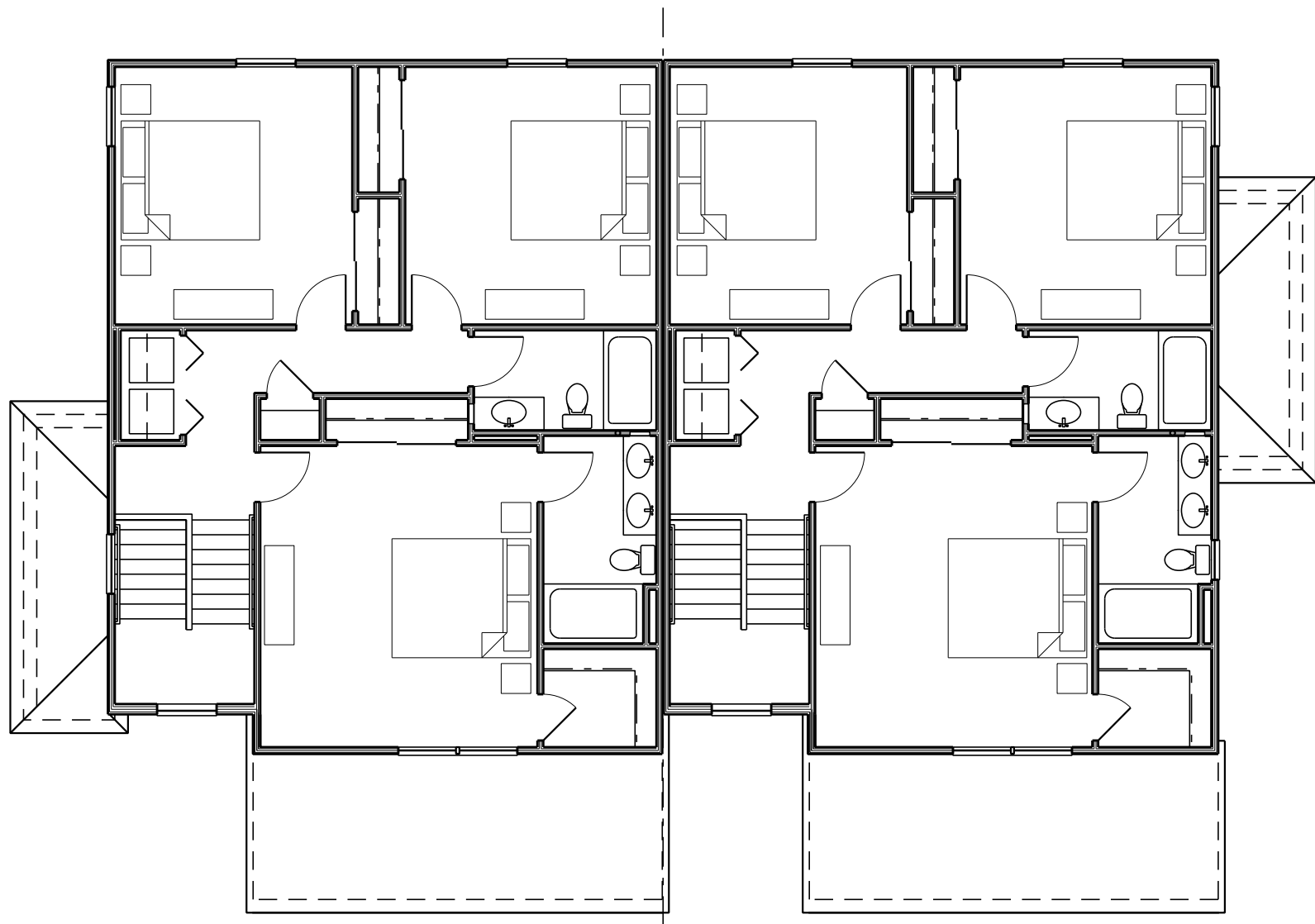


REAR ELEVATION D: SIDE-LOAD
SCALE: 1/8" = 1'-0"



RIGHT SIDE ELEVATION D: SIDE-LOAD
SCALE: 1/8" = 1'-0"

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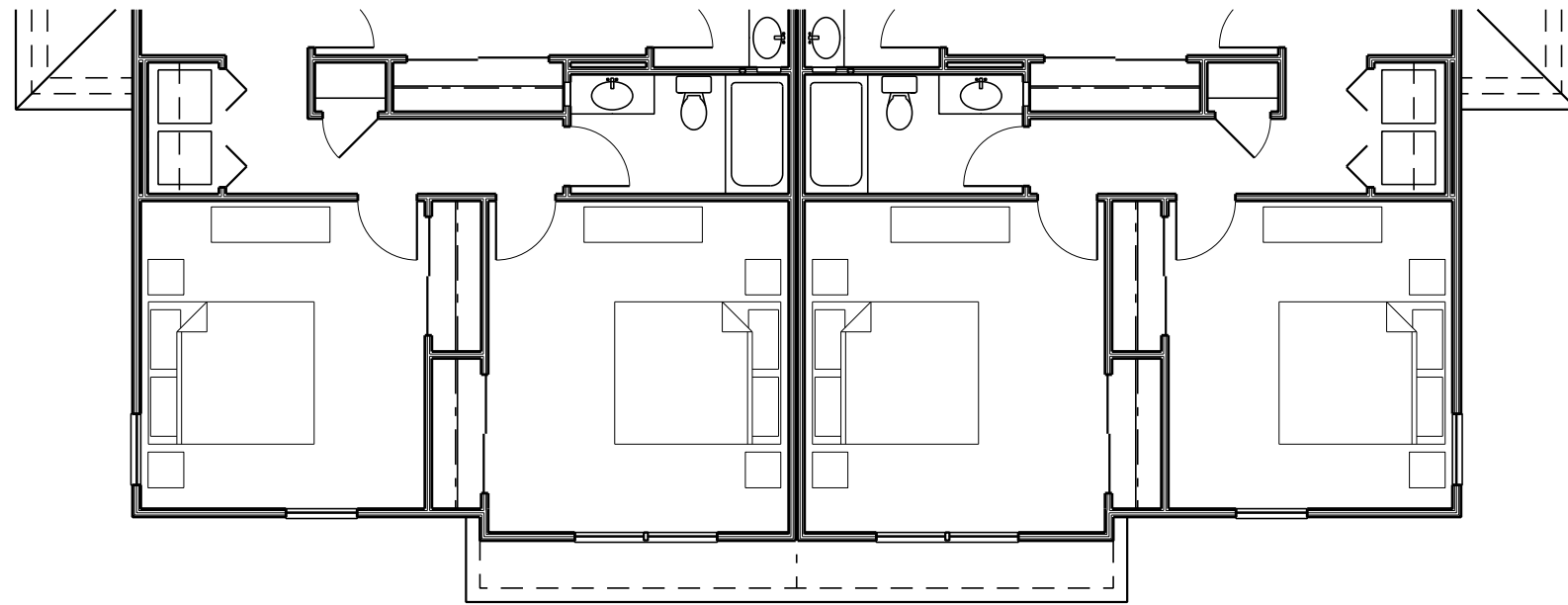


SECOND FLOOR PLAN - ELEV D: SIDE-LOAD
SCALE: 1/8" = 1'-0"

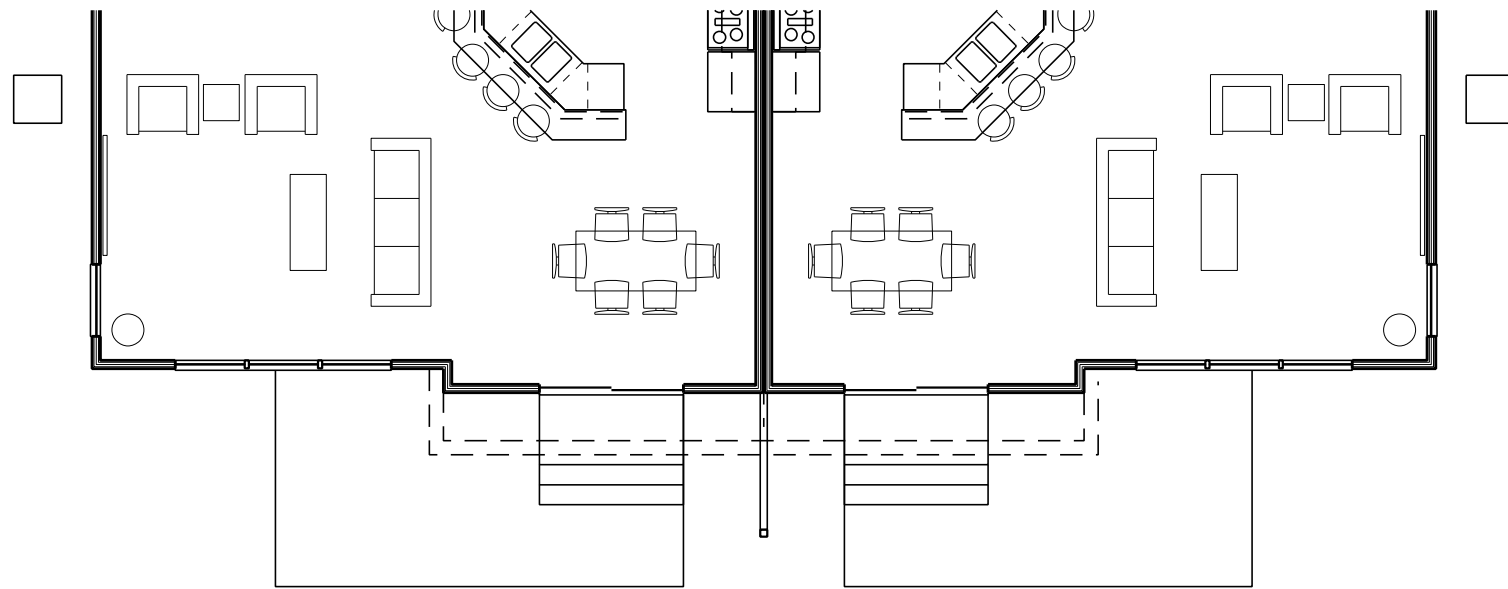


FIRST FLOOR PLAN - ELEV D: SIDE-LOAD
SCALE: 1/8" = 1'-0"

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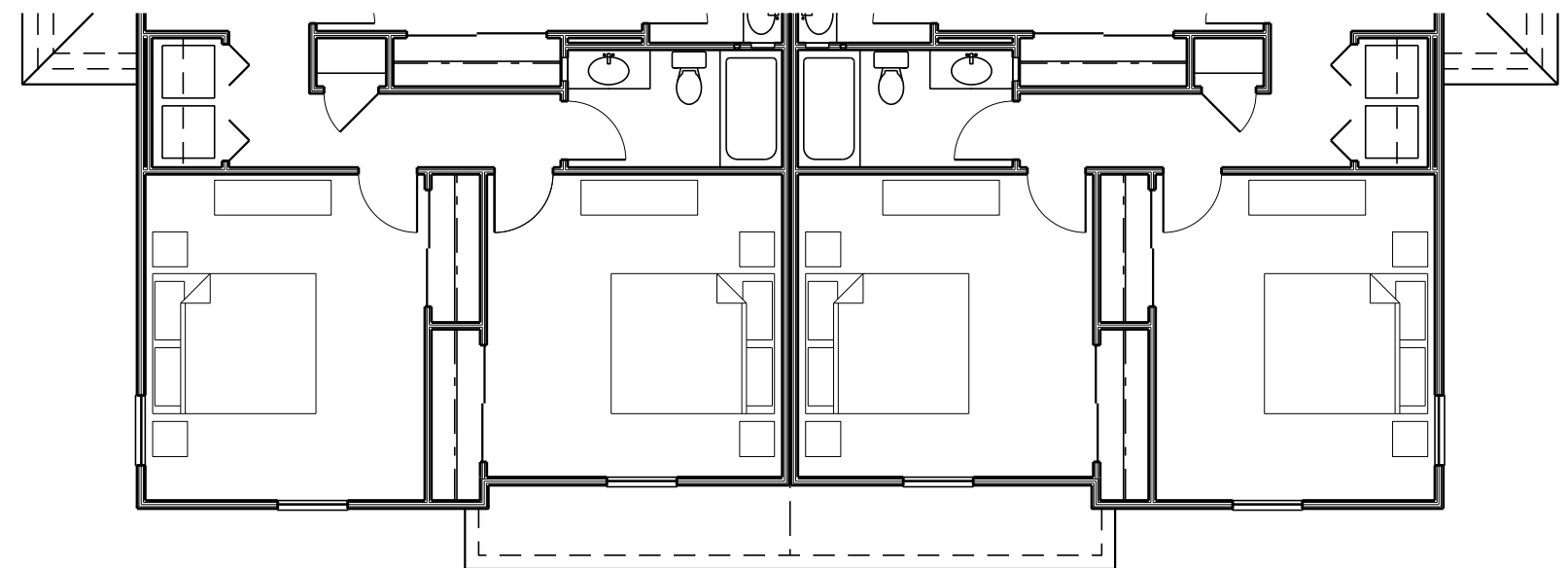
PARTIAL SECOND FLOOR PLAN - OPTION R-1
SCALE: 1/8" = 1'-0"



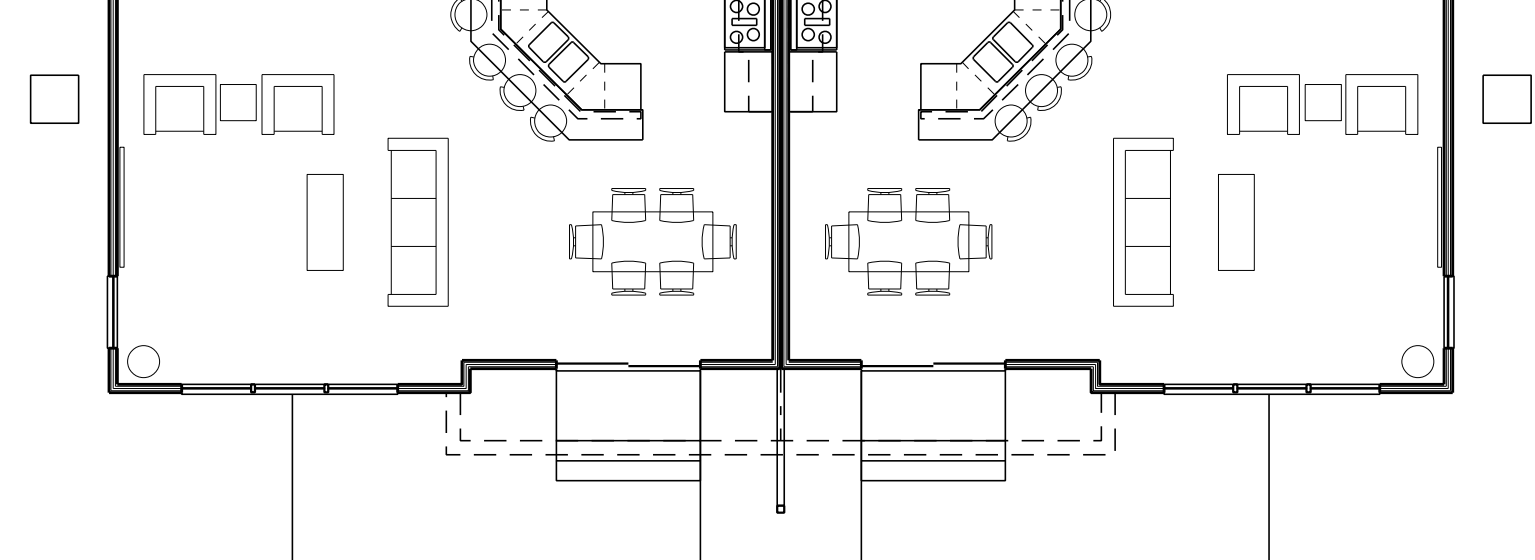
PARTIAL FIRST FLOOR PLAN - OPTION R-1
SCALE: 1/8" = 1'-0"



REAR ELEVATION - OPTION R-1
SCALE: 1/8" = 1'-0"



PARTIAL SECOND FLOOR PLAN - OPTION R-2
SCALE: 1/8" = 1'-0"



PARTIAL FIRST FLOOR PLAN - OPTION R-2
SCALE: 1/8" = 1'-0"



REAR ELEVATION - OPTION R-2
SCALE: 1/8" = 1'-0"

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REAR ELEVATION OPTIONS

JANUARY 22, 2021

Liberty Reserve: Color Schemes

01/19/21

-ALSIDE 'ODYSSEY PLUS' PREMIUM VINYL SIDING

Color Scheme #1: Field: Midnight Blue
Trim: Antique Parchment



Color Scheme #2: Field: Deep Moss
Trim: Platinum Gray



Color Scheme #3: Field: Fired Brick
Trim: Tuscan Clay

