

BEFORE THE OHIO ENVIRONMENTAL PROTECTION AGENCY

In the Matter of: :
:
Glenn Gulick, Individually :
10320 Split Rock Court :
Orient, Ohio 43146 : **Director's Final Findings**
: **and Orders**
and :
:
The Woods at Split Rock, LLC :
11755 Thrailkill Road :
Orient, Ohio 43146 :
:
Respondents. :

PREAMBLE

It is agreed by the parties hereto as follows:

I. JURISDICTION

These Director's Final Findings and Orders ("Orders") are issued to The Woods at Split Rock, LLC and Glenn Gulick, Individually (collectively, "Respondents") pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency ("Ohio EPA") under Ohio Revised Code ("ORC") §§ 6111.03 and 3745.01.

II. PARTIES BOUND

These Orders shall apply to and be binding upon Respondents and successors in interest liable under Ohio law. No change in the composition of Respondents, or the ownership or operation of the Construction Site or the Stream Site (as defined herein), shall in any way alter Respondents' obligations under these Orders.

III. DEFINITIONS

Unless otherwise stated, all terms used in these Orders shall have the same meaning as defined in ORC Chapter 6111 and the rules adopted thereunder.

IV. FINDINGS

The Director of Ohio EPA has made the following findings:

1. Respondent The Woods at Split Rock, LLC formerly owned undeveloped lots on a cul-

de-sac generally located on Split Rock Court in Orient, Ohio. Respondent The Woods at Split Rock, LLC previously received coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity ("General Storm Water Permit" or "CGP") on May 16, 2008 for construction of the cul-de-sac. This general permit expired on April 10, 2013.

2. Lot 1 at Split Rock Court, 10150 Split Rock Court, Orient, Ohio (Parcel No. L2700010006304) ("the Construction Site") was sold as an undeveloped wooded lot on August 2, 2016 to its present owner. Shortly thereafter, clearing and construction work began on the Construction Site. Respondent The Woods at Split Rock, LLC retains no ownership interest in the Construction Site.
3. On December 7, 2017, Ohio EPA responded to a complaint of lack of sediment controls at the Construction Site. During the inspection, Ohio EPA noted that the Construction Site did not have coverage under the current general storm water permit. An inspection letter was sent to Respondent The Woods at Split Rock, LLC on December 18, 2017 requesting Respondent renew its coverage under the General Storm Water Permit, install perimeter sediment controls around the Construction Site, and submit an electronic copy of their storm water pollution prevention plan ("SWP3") and post construction water quality calculations to Ohio EPA. No response was received.
4. Ohio EPA conducted a follow-up inspection on February 14, 2018. Again, the lack of adequate controls was observed, along with barren areas and no permit. An NOV was issued to Respondent on February 28, 2018 requesting Respondent install best management practices ("BMP") controls, stabilize barren areas, and submit a SWP3 along with post construction water quality calculations. The current property owner of the Construction Site responded to Ohio EPA Central District Office regarding the NOV on March 13, 2018. Upon further communication, the current property owner committed to stabilize barren areas and install adequate controls by March 21, 2018.
5. A third inspection was conducted on May 7, 2018, which still noted the same issues as listed above. An NOV was issued on May 10, 2018.
6. On August 17, 2018, Ohio EPA conducted an inspection following a complaint. Ohio EPA determined that approximately 300 linear feet of stream had recently been filled at a property owned by Respondent Glenn Gulick, located generally at 10490 Scioto-Darby Road, Orient, Ohio ("the Stream Site"). An NOV documenting Ohio EPA's observations was sent to Respondent Glenn Gulick on August 29, 2018.
7. Pursuant to Ohio Revised Code 6111.07(A), no person shall violate or fail to perform any duty imposed by sections 6111.01 to 6111.08 or division (B) of section 6111.33 of the Revised Code or violate any order, rule, or term or condition of a permit issued or adopted by the director of environmental protection pursuant to those sections. Each day of violation is a separate offense.

8. Pursuant to Ohio Revised Code Section 6111.04, no person shall place or discharge, or cause to be placed or discharged, in any waters of the state any sewage, sludge, sludge materials, industrial waste, or other wastes without a valid, unexpired permit.
9. Sections 401 and 404 of the Federal Water Pollution Control Act require anyone who wishes to discharge dredged or fill material into the waters of the United States, regardless of whether on private or public property, to obtain a Section 404 permit from the U.S. Army Corps of Engineers (Corps) and a Section 401 Water Quality Certification (WQC) from the Ohio EPA.

V. ORDERS

1. Within thirty (30) days after the effective date of these Orders, Respondents shall record in the Pickaway County Recorder's Office the Environmental Covenant described in Attachment A of these Orders. The Covenant shall protect and preserve the property in perpetuity.
2. Respondents shall pay the amount of fifteen thousand dollars (\$15,000.00) in settlement of Ohio EPA's claim for civil penalties, which may be assessed pursuant to ORC Chapter 6111. Within thirty (30) days after the effective date of these Orders, payment to Ohio EPA shall be made by an official check made payable to "Treasurer, State of Ohio" for the total amount. The official check shall be submitted to Carol Butler, or her successor, together with a letter identifying Respondents and the site, to:

Ohio EPA
Office of Fiscal Administration
P.O. Box 1049
Columbus, Ohio 43216-1049

A copy of the check shall be sent to Larry Reeder, Environmental Manager, Enforcement Section, or his successor, at the following address:

Ohio EPA
Division of Surface Water
P.O. Box 1049

3. Respondents shall not be required to apply for an after-the-fact 401 water quality certification upon satisfaction of Order 1 and Order 2 herein.
4. Respondent The Woods at Split Rock, LLC's coverage under the General Storm Water Permit shall be deemed terminated upon satisfaction of Order 1 and Order 2 herein.

VI. TERMINATION

Respondents' obligations under these Orders shall terminate when Respondents certify in writing and demonstrate to the satisfaction of Ohio EPA that Respondents have performed all obligations under these Orders and Ohio EPA's Division of Surface Water acknowledges, in writing, the termination of these Orders. If Ohio EPA does not agree that all obligations have been performed, then Ohio EPA will notify Respondents of the obligations that have not been performed, in which case Respondents shall have an opportunity to address any such deficiencies and seek termination as described above.

The certification shall contain the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate and complete."

This certification shall be submitted by Respondents to Ohio EPA and shall be signed by a responsible official of Respondent.

VII. OTHER CLAIMS

Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Orders, for any liability arising from, or related to the Site.

VIII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Respondents.

IX. MODIFICATIONS

These Orders may be modified by agreement of the parties hereto. Modifications shall be in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

X. NOTICE

Unless otherwise specified, all documents required to be submitted by Respondents pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency, CDO
Attn: Enforcement Supervisor
Division of Surface Water
50 W. Town Street
Columbus, Ohio 43215

XI. RESERVATION OF RIGHTS

Ohio EPA and Respondents each reserve all rights, privileges and causes of action, except as specifically waived in Section XII of these Orders.

XII. WAIVER

In order to resolve disputed claims, without admission of fact, violation or liability, and in lieu of further enforcement action by Ohio EPA for only the violations specifically cited in these Orders, through the date of these Orders, Respondents consent to the issuance of these Orders and agree to comply with these Orders. Compliance with these Orders shall be a full accord and satisfaction for Respondent's liability for the violations specifically cited herein.

Respondents hereby waive the right to appeal the issuance, terms and conditions, and service of these Orders, and Respondents hereby waive any and all rights Respondents may have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and Respondents agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondents retain the right to intervene and participate in such appeal. In such an event, Respondents shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XIII. EFFECTIVE DATE

The effective date of these Orders is the date these Orders are entered into the Ohio EPA Director's journal.

XIV. SIGNATORY AUTHORITY

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to these Orders.

**IT IS SO ORDERED AND AGREED:
Ohio Environmental Protection Agency**



Laurie A. Stevenson
Director

11/10/2020

Date


IT IS SO AGREED:

Glenn Gulick, Individually


Glenn Gulick

10-8-20
Date

The Woods at Split Rock, LLC


By

10-8-20
Date

Glenn Gulick
Printed or Typed Name

Member
Title

Attachment A
Environmental Covenant

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into pursuant to Ohio Revised Code (O.R.C.) 5301.80 to 5301.92 by Glenn B. Gulick and Lucinda M. Gulick (the "Owners" and the "Holders"), having an address of 10320 Split Rock Court, Orient, Ohio 43146, and the Ohio Environmental Protection Agency (Ohio EPA), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

WHEREAS, the Owners are the owners in fee of certain real property, which contains the Covenant Area and is situated in Pickaway County, Ohio, in the Big Darby Creek watershed;

WHEREAS, the Owners proposed a project the approvals for which required the Owners to obtain coverage under the general permit for storm water discharges associated with construction activity (the "Permit");

WHEREAS, in order to mitigate for impacts associated with the Owners' project, the Ohio EPA requires the Owners to obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

WHEREAS, the Covenant Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of the Big Darby Creek and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act;

WHEREAS, Owners propose to fulfill their obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Environmental Covenant.

Now therefore, Owners and Holders and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. 5301.80 to 5301.92.
2. Covenant Area. The Covenant Area is an approximately 16.683 acre tract of real property; located in Pickaway County, Ohio, and more particularly described in Exhibit A (Legal Description), Exhibit B (Survey), and Exhibit C (Aerial Image) attached hereto and hereby incorporated by reference herein ("the Covenant Area").
3. Glenn B. Gulick and Lucinda M. Gulick are the fee simple owners of the Covenant Area.

4. Glenn B. Gulick and Lucinda M. Gulick are the holders of this Environmental Covenant.

5. Activity and Use Limitations. As part of the conditions set forth in the Permit issued to The Woods at Split Rock Creek, LLC and given the conservation values of the Covenant Area, the Owners hereby impose and agree to comply with the following activity and use limitations on the Covenant Area:

Disturbance: Disturbance of the Covenant Area is prohibited, other than activities that promote natural and/or native vegetation in the Covenant Area or activities approved by the Ohio EPA associated with restoration or recovery of natural floodplain and channel form characteristics (for the avoidance of doubt, recreational hunting and fishing are not considered to be disturbance, and are permitted activities within the Covenant Area);

Cutting and Other Control of Vegetation: Any cutting of trees, ground cover, grasses or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species or other control activities that are approved by the Ohio EPA;

Fertilization: The use or disposal of fertilizers is prohibited in the Covenant Area;

Division: Any division or subdivision of the Covenant Area is prohibited;

Commercial Activities: Commercial development, and agricultural or industrial activity on the Covenant Area is prohibited;

Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited;

Dumping: Waste, yard waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and

Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the Permit and approved by the Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owners and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to R.C. 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. The Owners hereby grant to Ohio EPA, its agents, contractors, and employees the right of access to the Covenant Area in connection with the implementation or Enforcement of this Environmental Covenant.

9. Compliance Reporting. The Owners and any Transferee shall submit to Ohio EPA, upon request by the Ohio EPA, written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATE _____ RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____ IN DOCUMENT _____, OR BOOK _____, PAGE _____, THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

[In the notice, restate restrictions from Paragraph 5 of this Covenant]

The Owners shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owners' notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

11. Representations and Warranties. The Owners hereby represent and warrant to the other signatories hereto:

- a. that the Owners are the sole owners of the Covenant Area;
- b. that the Owners have the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- c. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or

instrument to which Owners are a party or by which Owners may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee and the Ohio EPA, pursuant to R.C. §§ 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Amendment or termination shall not affect the Owner's obligations pursuant to the Construction Storm Water NPDES Permit.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holders, and the Owners or Transferee[s] of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owners or Transferee[s] shall file such instrument for recording with the Pickaway County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the Owners shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Pickaway County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Pickaway County Recorder.

17. Distribution of Environmental Covenant. The Owners shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; any Holder, any lessee, each person who signed the Environmental Covenant, each person holding a recorded interest in the Property; and any other person designated by Ohio EPA; see ORC 5301.83.

18. Notice. Unless otherwise notified in writing by or on behalf of the current Owners or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Gregory L. Sanders
Division of Surface Water
Ohio EPA Central District Office
P.O. Box 1049
Columbus, Ohio 43216-1049

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned Owners and Holders represent and certify that they are authorized to execute this Environmental Covenant.

This instrument was prepared by Ohio EPA and Bricker & Eckler, LLP.

The remainder of this page is intentionally left blank. Signature pages to follow.

IT IS SO AGREED:

OWNERS:

Glenn B. Gulick

Lucinda M. Gulick

Date: _____

State of Ohio)
) ss:
County of Pickaway)

Before me, a notary public, in and for said county and state, personally appeared,

_____, a duly authorized representative of _____,

who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of

_____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this

_____ day of _____, 20____.

Notary Public

HOLDERS:

Glenn B. Gulick

Lucinda M. Gulick

Date: _____

State of Ohio)
) ss:
County of Pickaway)

Before me, a notary public, in and for said county and state, personally appeared,

_____, a duly authorized representative of

_____, who acknowledged to me that [he/she] did execute the foregoing

instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this

_____ day of _____, 20____.

Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____
Laurie A. Stevenson, Director

Date: _____

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared, Laurie A. Stevenson, Director of Ohio EPA, who acknowledged to me that she did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____, 20__.

Notary Public

Exhibit A
Legal Description of Property

McCARTY ASSOCIATES, LLC

ARCHITECTS—ENGINEERS—SURVEYORS

HILLSBORO ————— WASHINGTON C.H. ————— LOVELAND

213 N. HIGH ST., HILLSBORO, OHIO 45133 PH 937-393-9971 FAX 937-393-2480

Michael L. McCarty, P.E., P.S. — Thomas E. Purtell, P.S. — Loren M. Puckett, P.E. — Jerrold B. Bradley, AIA

Jason C. McConnaughey, P.S. — Douglas L. Karnes, AIA

File No. S19-789A

June 23, 2020

LEGAL DESCRIPTION

Glenn B. Gulick

16.683 Acres

Situated in the Townships of Scioto, County of Pickaway, State of Ohio, being a part of V.M.S. No. 1678, being a part (16.683 acres) of the 84.68 acres "Third Tract" (Parcel Nos. L27-0-001-00-066-00 and L27-0-001-00-066-01) as described in a deed to Glenn B. Gulick and Lucinda M. Gulick and recorded in Official Record 747, Page 2795 of the Pickaway County Recorder's Office, and being further bounded and described as follows:

Commencing at a spike (found) under the pavement in the centerline of Darby Creek Road (County Road No. 26) marking a northwesterly corner of a 20.607 acres tract as described in a deed to Alan C. Borchart and Kathy Ramey Borchart (O.R. 637, Page 483) and a southwesterly corner of a 99.075 acres "Exhibit A" as described in a deed to Appalachia Ohio Alliance (O.R. 764, Page 4917);

thence with the northerly line of the aforesaid 20.607 acres tract and the southerly line of the aforesaid 99.075 acres "Exhibit A" S 80°22'18" E passing a northwesterly corner to and continuing with the northerly line of a 75.044 acres tract as described in a deed to Hilltop Sportsman Club, Inc. (D.B. 294, Page 383) and passing a 3/4" iron pin (found) at 3242.26 feet, a total distance of 3305.62 feet to a point in the westerly bank of the old channel of Big Darby Creek, said point being the true

thence the easterly line of the aforesaid 99.075 acres
"Exhibit A" and with the westerly bank of the old channel of Big
Darby Creek for the next six calls:

- 1) N 08°24'16" W, a distance of 500.00 feet to a point, from
which a 5/8" iron pin (set) in the easterly bank of the
old channel of Big Darby Creek bears N 80°48'52" E, a
distance of 140.07 feet;
- 2) N 52°23'19" W, a distance of 65.00 feet to a point;
- 3) N 06°43'48" W, a distance of 170.00 feet to a point;
- 4) N 18°26'44" E, a distance of 350.00 feet to a point;
- 5) N 53°02'05" E, a distance of 130.00 feet to a point, from
which a 5/8" iron pin (set) in the easterly bank of the
old channel of Big Darby Creek bears S 12°54'14" E, a
distance of 88.81 feet;
- 6) N 89°36'30" E, a distance of 605.00 feet to a point, from
which a 5/8" iron pin (set) in the easterly bank of the
old channel of Big Darby Creek bears S 33°13'59" W, a
distance of 242.79 feet;

thence S 80°24'05" E, a distance of 202.29 feet to a 5/8"
iron pin (set) on the easterly bank of the new channel of Big
Darby Creek;

thence with the easterly bank of the new channel of Big Darby
Creek for the next six Calls:

- 1) S 43°05'15" W, a distance of 285.51 feet to a 5/8" iron
pin (set);
- 2) S 47°44'07" W, a distance of 217.58 feet to a point;

6) S 41°23'40" W, a distance of 486.48 feet to a 5/8" iron pin (set);

thence N 21°24'08" W, a distance of 257.99 feet to the true point of beginning, **containing 16.683 acres of land.**

Subject to all legal easements and rights of way of record.

Bearings are based upon the Grid Azimuth (Az 315°54'13.2") between National Geodetic Survey CORS Station "OHPI" and McCarty Associates Geodetic Local Control Monument "2801" and derived from GPS observations taken November 26, 2019, utilizing the Trimble ODOT CORS VRS (Virtual Reference System).

Land surveyed in December 2019 and June 2020, under the direction of Thomas E. Purtell, Registered Professional Surveyor No. 6519, the survey plat of which is referred to as Project No. S19-789A on file in the office of McCarty Associates, LLC, Hillsboro, Ohio.

All iron pins (set) are 5/8" diameter with 1-1/4" diameter plastic caps stamped "McCARTY ASSOCIATES".



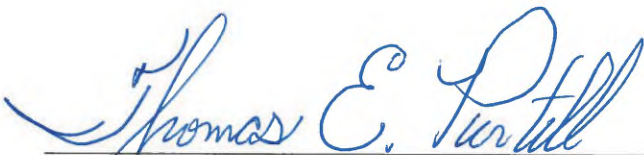

Thomas E. Purtell, P.S. 6519

Exhibit B
Metes and Bounds Survey

LEGEND

- 5/8" IRON PIN (SET) WITH PLASTIC CAP STAMPED "MCCARTY ASSOCIATES"
- ⊠ SPIKE (FOUND) UNDER PAVEMENT
- ⊠ 3/4" IRON PIN (FOUND)

TOWNSHIP AND VALLS LINE PER PICKAWAY COUNTY GIS



BEARINGS ARE BASED UPON THE GRID AZIMUTH (AZ 3185413.7) BETWEEN POINTS 1 AND 2. POINT STATION TOPS AND MCCARTY ASSOCIATES GEODETIC LOCAL MONUMENT 2801* AND DERIVED FROM GPS SURVEY POINTS 08, 09, 2019, UTILIZING THE TRIMBLE 0007 CORRS VRS (VIRTUAL REFERENCE SYSTEM). TRIMBLE FILE (19789 11-27-19)

147.028 AC.
ACRES BY PREVIOUS SURVEY

16.683 AC.

98.403 AC.
ACRES BY PREVIOUS SURVEY

NAME	FAY 35	SO 38 FRA CO	PICKAWAY COUNTY CORRS	LOCAL CONTROL MONUMENT "2801"	LOCAL CONTROL MONUMENT "2809"	LOCAL SITE SETTINGS	LOCAL CONTROL MONUMENT "2802"	LOCAL CONTROL MONUMENT "2803"	LOCAL CONTROL MONUMENT "2804"	LOCAL CONTROL MONUMENT "2805"	LOCAL CONTROL MONUMENT "2806"	LOCAL CONTROL MONUMENT "2807"	LOCAL CONTROL MONUMENT "2808"	LOCAL CONTROL MONUMENT "2809"	LOCAL CONTROL MONUMENT "2810"
NATIONAL GEODETIC SURVEY CONTROL MONUMENTS	NAD 83 (2011)	ELIPHSUM	OHIO STATE PLANE	COORDINATES	NAVD 88	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING
LATITUDE	LONGITUDE	HIGHT	HEIGHT	HEIGHT	ELEVATION										
3851144.678695"N	8327786.969167"W	910.864	595.033.413	1669081.7774	1716.891										
		RESIDUALS	ΔI = 0.028 SFT												
3973617.539955"N	83709721.479497"W	725.231	695956.5470	18029543.2313	835.083										
		RESIDUALS	ΔI = -1.868 SFT												
3973617.539955"N	82296755.114717"W	593.048	594487.325	1812083.0449	704.294										
		RESIDUALS	ΔI = 0.087 SFT												
3973617.539955"N	83709721.479497"W	725.231	695956.5470	18029543.2313	835.083										
		RESIDUALS	ΔI = -1.868 SFT												
3973617.539955"N	82296755.114717"W	593.048	594487.325	1812083.0449	704.294										
		RESIDUALS	ΔI = 0.087 SFT												
3973617.539955"N	83709721.479497"W	725.231	695956.5470	18029543.2313	835.083										
		RESIDUALS	ΔI = -1.868 SFT												
3973617.539955"N	82296755.114717"W	593.048	594487.325	1812083.0449	704.294										
		RESIDUALS	ΔI = 0.087 SFT												
3973617.539955"N	83709721.479497"W	725.231	695956.5470	18029543.2313	835.083										
		RESIDUALS	ΔI = -1.868 SFT												
3973617.539955"N	82296755.114717"W	593.048	594487.325	1812083.0449	704.294										
		RESIDUALS	ΔI = 0.087 SFT												
3973617.539955"N	83709721.479497"W	725.231	695956.5470	18029543.2313	835.083										
		RESIDUALS	ΔI = -1.868 SFT												
3973617.539955"N	82296755.114717"W	593.048	594487.325	1812083.0449	704.294										
		RESIDUALS	ΔI = 0.087 SFT												

P.O.B. N 644,105,906' E 1,786,406.913'

DEED REFERENCE:
GLENN B. GULICK
AND
LUCINDA M. GULICK
O.R. 747, PAGE 2789
SECOND TRACT
P.A.N. 127-0-001-00-064-00
84.68 Ac.
P.A.N. 127-0-001-00-068-00
84.68 Ac.
P.A.N. 127-0-001-00-068-01

REVISIONS

GLENN B. GULICK
SURVEY FOR
SCIO TO TOWNSHIPS
PICKAWAY COUNTY, OHIO
V.M.S. No. 1678

MCCARTY ASSOCIATES, LLC
ARCHITECTS AND SURVEYORS
213 N. HIGHT ST., HILLSBORO, OHIO 44131
1515 ST. Rt. 28 SOUTH E. LOVELAND, OHIO 44130
304 E. MARKET ST., WASHINGTON, OHIO 43168
TEL: 740-335-3816 FAX: 740-335-3828
www.mccartyassociates.com



I HEREBY CERTIFY THIS TO BE A PLAT OF A SURVEY MADE UNDER MY DIRECTION IN DECEMBER, 2019 AND JUNE, 2020.

Thomas E. Purcell
THOMAS E. PURCELL, P. E. 8516



NOTES
THE ABOVE LISTED DEED REFERENCES WERE USED AS A BASIS FOR CARRYING OUT THE WORK.
NO EVIDENCE OF OCCUPATION EXISTS ALONG PROPERTY LINES INDICATED BY SOLID LINES.
ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE INDICATED.

DARBY CREEK ROAD (40)
(COUNTY ROAD No. 26)

ALAN C. BORCHART
AND
KATHY RAMEY BORCHART
O.R. 837, PAGE 483
28,897 Ac.

HILLTOP SPORTSMAN CLUB, INC.
D.B. 294, PAGE 383
75,044 Ac.

APPALACHIA OHIO ALLIANCE
O.R. 764, PAGE 4917
88,075 Ac.
2019 SURVEY BY
HAROLD W. WILSON
CORAL E. STEVENSON

THIRD TRACT
84.68 Ac.
P.A.N. 127-0-001-00-068-00
P.A.N. 127-0-001-00-068-01
(72,781 Ac.)

THIRD TRACT
84.68 Ac.
P.A.N. 127-0-001-00-068-00
P.A.N. 127-0-001-00-068-01
(72,781 Ac.)

THIRD TRACT
84.68 Ac.
P.A.N. 127-0-001-00-068-00
P.A.N. 127-0-001-00-068-01
(72,781 Ac.)

Exhibit C
Aerial Image of Covenant Area



BEARINGS ARE BASED UPON THE GRID AZIMUTH (AZ 31554.132) BETWEEN POINTS 1 AND 2. THE POINT STATION TOPS AND MCCARTHY ASSOCIATES GEODETIC LOCAL CONTROL MONUMENT #2801* AND DERIVED FROM GPS SURVEY DATA. THE MONUMENTS ARE UTILIZING THE TRIMBLE 1001 CORRS VRS (VIRTUAL REFERENCE SYSTEM). TRIMBLE FILE (19789 11-27-16)

NAME	FAY 35	SO 38 FRA CO	PICKAWAY COUNTY CORRS	OHPI (UNPUBLISHED)	LOCAL CONTROL MONUMENT #2801*	LOCAL SITE SETTINGS	LOCAL CONTROL MONUMENT #2801*	LOCAL CONTROL MONUMENT #2801*	LOCAL CONTROL MONUMENT #2801*	LOCAL CONTROL MONUMENT #2801*
NATIONAL GEODETIC SURVEY CONTROL MONUMENTS										
NAD 83 (2011)										
ELIPHSUM OHIO STATE PLANE										
HIGHT NORTHING	910.864	588.034143	1698081774	17161.891	1698081774	17161.891	1698081774	17161.891	1698081774	17161.891
EASTING	8372756.996187	8370921.70497	8370921.70497	8370921.70497	8370921.70497	8370921.70497	8370921.70497	8370921.70497	8370921.70497	8370921.70497
HEIGHT		725.231	695956.5470	1802543.2313	695956.5470	1802543.2313	695956.5470	1802543.2313	695956.5470	1802543.2313
RESIDUALS		±1 = 0.025 SFT			±1 = 0.025 SFT		±1 = 0.025 SFT		±1 = 0.025 SFT	
AV = -0.067 SFT										
AV = -1.866 SFT										
AV = 704.294										
AV = 593.048										
AV = 594.457325										
AV = 181.0263049										
AV = 704.294										
AV = 785.618										
AV = 1787947.81										
AV = 64137.078										
AV = 1787947.81										
AV = 785.618										
AV = 1787947.81										
AV = 785.618										

DEED REFERENCE:
GLENN B. GULICK
 AND
LUCINDA M. GULICK
 O.R. 747, PAGE 2785
 P.A. 127-0-001-00-064-00
 P.A. 127-0-001-00-068-00
 P.A. 127-0-001-00-069-01

REVISIONS

GLENN B. GULICK
 SURVEY FOR
 SCIOTO TOWNSHIPS
 PICKAWAY COUNTY, OHIO
 V.M.S. No. 1678

MCCARTHY ASSOCIATES, LLC
 ARCHITECTS ENGINEERS SURVEYORS
 213 N. HIGHT ST., HILLSBORO, OH 44130-9971 FAX 937-935-2480
 1515 ST. 28 SUITE E, LOVINGTON, OHIO 43150 TEL 614-722-0900 FAX 614-722-0900
 304 E. MARKET ST., WASHINGTON, OHIO 43160 TEL 740-335-3816 FAX 740-335-3528
www.mccarthyassociates.com

DATE: JUNE 23, 2020
 SCALE: 1"=100'
 PROJECT NO.: 519-788A



I HEREBY CERTIFY THIS TO BE A PLAT OF A SURVEY MADE UNDER MY DIRECTION IN DECEMBER, 2019 AND JUNE, 2020.

Thomas E. PurteLL
 THOMAS E. PURTELL, P. E. 6519

NOTES
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LEGEND

- 5/8" IRON PIN (SET) WITH PLASTIC CAP STAMPED "MCCARTHY ASSOCIATES"
- ⊗ SPIKE (FOUND) UNDER PAVEMENT
- 3/4" IRON PIN (FOUND)

DARBY CREEK ROAD (40)
 (COUNTY ROAD No. 26)

ALAN C. BORCHART
 AND
KATHY RAMEY BORCHART
 O.R. 837, PAGE 483
 28067, AC.

