ORDINANCE NO. 03-46

AN ORDINANCE APPROVING THE REZONING OF 309.7± ACRES FROM A-1 (AGRICULTURAL DISTRICT) TO R-2 (ONE-FAMILY RESIDENTIAL DISTRICT), INCLUDING THE APPLICANT'S PRELIMINARY DEVELOPMENT TEXT DATED JUNE 25, 2003, FOR A PROPOSED 618-HOME SINGLE-FAMILY AND CONDOMINIUM DEVELOPMENT FOR THE PROPERTY LOCATED AT 1091 AND 1310 CHESHIRE ROAD.

WHEREAS, the Planning Commission, at its meeting of June 25, 2003, approved the Rezoning of 309.7± acres from A-1 (Agricultural District) to R-2 (One-family Residential District), including the Applicant's preliminary development text dated June 25, 2003, for a proposed 618-home Single-family and Condominium Development for the property located at 1091 and 1310 Cheshire Road (PC 03-049), and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the Rezoning of 309.7± acres from A-1 (Agricultural District) to R-2 (One-family Residential District), including the Applicant's Preliminary Development Text dated June 25, 2003, for a proposed 618-home Single-family and Condominium Development for the property located at 1091 and 1310 Cheshire Road be and the same is hereby approved and accepted,

SECTION 2. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

VOTE ON RULES SUSPENSION: YEAS 6 NAYS 0
ABSTAIN ____

PASSED: June 30, 2003 YEAS 6 NAYS 0
ABSTAIN ____

ATTEST: Elizabeth Cowin
CITY CLERK

Windell Wheeler
MAYOR

Revised June 20, 2003

DEVELOPMENT TEXT

TANGLEWOOD DEVELOPMENT

BACKGROUND AND INTRODUCTION: This Development Text (the "Development Text") relates to the following applications dated April 25, 2003 and filed with the City of Delaware Planning and Community Development Department and Board of Zoning Appeals, as applicable, by Vincent Romanelli (the "Applicant") pertaining to approximately 309.70 acres located on both sides of Cheshire Road at 1091 Cheshire Road and 1310 Cheshire Road, and being the site of the current Tanglewood Golf Course (the "Property"):

A. Application for Zoning Change
B. Preliminary Development Plan Application
C. Preliminary Subdivision Plat Application
D. Conditional Use Permit Application regarding Golf Course
E. Conditional Use Permit Application regarding Planned Residential Development
F. Variance Application

All Sections referenced herein refer to the City of Delaware Zoning Code as in effect on April 25, 2003.

The purpose of this Development Text is to (a) set forth all supplemental information required by the various Applications and set forth in textual form certain development standards that will apply to the Property. Accompanying this Development Text are the Applications, a Preliminary Development Plan for the Property (the "Preliminary Development Plan"), and a Preliminary Subdivision Plat for the Property (the "Preliminary Subdivision Plat"). All terms and conditions of the Applications, the Preliminary Development Plan and the Preliminary Subdivision Plat are incorporated in this Development Text by this reference. To the extent a matter is not addressed textually in this Development Text but is otherwise addressed either graphically or textually in the Applications, the Preliminary Development Plan or the Preliminary Subdivision Plat, such matter shall be deemed addressed herein. This Development Text amends and supplements all Applications.

STATEMENT OF REASONS FOR PROPOSED AMENDMENT TO ZONING CODE: The Applicant is seeking an amendment to the City of Delaware Zoning Code to permit the Property to be zoned and developed as a Planned Residential Development (PRD) within an R-2 zoning district. The Applicant believes that such amendment will provide for the highest and best use of the Property, thereby permitting quality housing stock to be constructed within the City of Delaware within a golf course community setting. Additionally, as further discussed below, the Applicant believes that such amendment is in accordance with the City of Delaware Comprehensive Plan.

RELATIONSHIP TO CITY OF DELAWARE COMPREHENSIVE PLAN: In accordance with the requirements of Section 1130.03(a)(3), set forth below is a statement on the ways in

which the proposed amendment relates to the Comprehensive Master Plan for the City of Delaware, Ohio dated October, 1996 (the "Comprehensive Plan").

The Property consists of approximately 309.70 acres located on Cheshire Road, being the site of the current Tanglewood Golf Course. That portion of the Property situated north of Cheshire Road was included in the Land Use & Major Facilities Plan incorporated in the Comprehensive Plan and was designated for development as residential housing. The remaining portion of the Property situated south of Cheshire Road was not included in the above-referenced Land Use & Major Facilities Plan, but over the past several years, the City of Delaware has engaged in various annexations in the immediate vicinity of the Property. It is the Applicant's belief that the proposed amendment is in keeping with the goals and policies established by the Comprehensive Plan for the following reasons:

1. The Property will be developed as residential housing as contemplated by the Land Use & Major Facilities Plan incorporated in the Comprehensive Plan.

2. The policies set forth in the Comprehensive Plan concerning expansion to the City's waste water treatment system and storm water management system will be implemented in connection with development of the Property.

3. The policies set forth in the Comprehensive Plan concerning parks and recreational facilities for Delaware residents will be implemented with development of the Property.

4. The proposed improvements to Cheshire Road, the dedication of right-of-way for the so-called Glenn Road extension, the implementation of a cart tunnel for golf carts to cross Cheshire Road, and the imposition of a Transportation District Impact Fee will also serve to further the transportation goals of the Comprehensive Plan.

In summary, the Applicant feels strongly that in proposing the amendment to the Zoning Ordinance in connection with the development of the Property as Planned Residential Development (PRD) with an R-2 zoning classification, the Applicant has met the goals and objectives of the Comprehensive Plan. Adoption of the proposed amendment will provide the City of Delaware with the opportunity to obtain quality housing stock centered around a golf course within a growing corridor of the City.

VARIANCES: The following variances have been requested from the Board of Zoning Appeals:

1. §1129.04(f) – Applicant seeks a variance from Section 1129.04(f) of the Delaware Zoning Code requiring walkways to connect common open space and to provide convenient pedestrian access. Because the common open space for this development consists largely of a golf course, Applicant requests that this requirement be waived as it relates to common open space consisting of the golf course, as such walkways and connections would be unsafe and disruptive to golf play. The Preliminary Subdivision Plat indicates proposed sidewalks and bike paths.

2. §1135.05(a) – Applicant seeks a variance from Section 1135.05(a) regarding minimum setbacks. Applicant requests that building setbacks for buildings on interior private streets be reduced from 25 feet to 15 feet.

3. §1135.06(a) – Applicant seeks a variance from Section 1135.06(a) requiring common open space to be easily accessible to residents of the PRD. Because the common open space for this development consists largely of a golf course, Applicant requests that this requirement be waived as it relates to common open space consisting of the golf course, as unlimited accessibility to the golf course would be unsafe and disruptive to golf play. The Preliminary Subdivision Plat indicates proposed sidewalks and bike paths.

4. § 1135.06(i) – Applicant seeks a variance from Section 1135.06(i) requiring common open space in a planned residential community to be owned by an association or similar entity acceptable to the City. The portion of common open space consisting of the golf course and amenities (e.g. clubhouse, parking, etc.) will be owned by a private for-profit entity.

5. §1135.07(d) – Applicant seeks a variance from Section 1135.07(d) requiring paved walkways and/or bikepaths connecting residential areas to common open space areas. Because the common open space for this development consists largely of a golf course, Applicant requests that this requirement be waived as it relates to common open space consisting of the golf course, as such walkways and connections would be unsafe and disruptive to golf play. The Preliminary Subdivision Plat indicates proposed sidewalks and bike paths.

6. §1135.08 – Applicant seeks a variance from Section 1135.08 requiring a homeowners association to maintain and control common areas, as it relates to the golf course. The portion of the common area or common open space consisting of the golf course and amenities (e.g. clubhouse, parking, etc.) will be owned, maintained and controlled by a private for-profit entity.

7. §1148.04 – Applicant seeks a variance from Section 1148.04 placing certain limitations on the size of a golf course and building setbacks when such golf course is in a residential district. Because Tanglewood Golf Course is already in place and the proposed development will occur adjoining it, Applicant requests that the 160-acre minimum lot size be waived, the 300 ft. width be waived, and the 100 ft. building and parking setbacks be waived. The golf course shall consist of approximately 154.4 acres and setbacks shall be as shown on the Preliminary Subdivision Plat. Because the Property is being developed as a planned residential development (PRD), appropriate safeguards are in place to deal with planning and development issues such as setbacks and minimum lot widths.

8. §1148.06(j) – Applicant seeks a variance from Section 1148.06(j) requiring all principal buildings of golf courses to be located not less than 200 ft. from any residential lot line. Because Tanglewood Golf Course is already in place and the proposed development will occur adjoining it, Applicant requests that the minimum 200 ft. setback for residential lot lines be waived. Because the Property is being

developed as a planned residential development (PRD), appropriate safeguards are in place to deal with planning and development issues such as setbacks.

Applicant is also seeking a variance from Planning Commission pertaining to Section1111.03 of the Delaware Zoning Code requiring a final plat to be submitted within 12 months after approval of the preliminary plat. Because this project is proposed as a large planned residential development (PRD), there will be a need to develop the property in phases with multiple final plats. Applicant requests that the 12-month requirement apply only to the filing of the first final plat in connection with the development of a portion of the property with additional final plats being submitted after the 12-month deadline, as the property is developed.

GENERAL DEVELOPMENT STANDARDS: The following general development standards shall apply to the Property:

1. Subdivided Lots – As provided in Section 1135.05(c), any individually subdivided lots on the Property do not need to comply with the lot area, lot width or yard requirements established for the R-2 zoning district.

2. Setbacks –

   a. Overall Property Boundary Setbacks –

      (i) From the outside boundaries of the overall Property, buildings shall be set back 30 feet.

      (ii) From the outside boundaries of the overall Property, parking and access drives (excluding driveways) shall be set back 20 feet.

   b. Building Setbacks Front and Rear –

      (i) From right-of-way of Cheshire Road and proposed Glenn Road Extension, buildings shall be set back 35 feet.

      (ii) From right-of-way of all interior public streets, buildings shall be set back as follows:

         (A) For lot depths of less than 140 feet- 25 feet.

         (B) For lot depths of 140 feet or more- 35 feet.

         (C) For corner lots, the side yard setback from interior public streets shall be 25 feet.

      (iii) From rear lot line, buildings shall be set back 30 feet, excluding patios, decks and screened porches.

      (iv) From edge of pavement of all interior private streets, buildings shall be set back 15 feet.

c. Side Yard Setbacks –

(i) Single-family lots – 20% of the front lot dimension at the building line shall be the total side yard setback on both sides, with a minimum separation between two buildings of 12 feet. By way of example, a lot having a front lot dimension at the building line of 65 feet shall have total side yard setbacks of 13 feet, being not less than 6 feet on each side. Side yard setbacks shall not include projections such as eaves, chimneys and bay windows.

(ii) Clustered and attached single family units (i.e. condominiums and patio homes) – 20 feet between buildings unless such buildings are end wall to end wall, as defined in Section 1135.05(b), in which case such separation shall be reduced to 10 feet.

(iii) For single-family homes situated on corner lots, the side yard setback from interior public streets shall be 25 feet.

3. Maximum Building Height – 35 feet

4. Minimum Square Footage –Units developed and constructed on the Property shall have the following minimum square footages:

a. Condominium and Patio Homes
   (i) One bedroom unit – 1,200 sq. ft.
   (ii) Two or more bedroom unit – 1,400 sq. ft. plus an additional 200 sq. ft. for each bedroom in excess of 2.

b. Single family homes
   (i) Front lot dimension at building line of less than of less than 75 feet
      A. One store ranch – 1,600 sq. ft.
      B. Two story – 1,800 sq. ft.
   (ii) Front lot dimension at building line of 75 feet or more
      A. One story ranch – 1,800 sq. ft.
      B. Two story – 2,000 sq. ft.

ARCHITECTURAL STANDARDS: The following architectural standards shall apply to the Property:

1. A uniform mailbox and post with reflective numbers will be required for all detached single-family homes.

2. Not less than 50% of the front façade elevation of each unit (single family homes, condominiums and patio homes), excluding garage doors, entrance doors, gutters, shutters, downspouts and windows will consist of brick, stone, cultured stone, stucco, wood siding or fibrous cement siding. .

3. All detached single-family homes will have a 2 car attached garage.

4. All detached single-family homes will have dimensional shingles.

5. All detached single-family homes will have a roof pitch of not less than 6/12.

6. Those areas designated on the accompanying Preliminary Development Plan as condominiums and patio homes will be condominium regimes with common walls.

COMMON OPEN SPACE: The Common Open Space for the development of the Property shall consist of the golf course consisting of approximately 154.4 acres. The golf course will permanently remain open space for the Development, subject to accessory buildings and improvements necessary in connection therewith. A restriction will be placed of record memorializing the foregoing. The golf course (and all open space associated therewith) will be owned and operated by a separate for-profit commercial venture, subject to the foregoing restriction and all necessary easements and agreements in connection with the overall development of the Property. The golf course will be maintained by its owner. As provided herein under the heading VARIANCES, access to the golf course will be limited for reasons of safety and interruption of golf play. The golf course shall satisfy all common open space requirements for the Property pursuant to Section 1135.04.

PARKLAND: The Parkland grant required by Section 1111.19 shall be satisfied by the dedication of approximately 6.94 acres of parkland at the northwest corner of the Property, as depicted on the Preliminary Development Plan, and by the payment of cash in the amount of one-half (1/2) the remaining required Parkland grant, in an amount equal to $240,300.

TRANSPORTATION DISTRICT IMPACT FEE: A Transportation District shall be established prior to the sale of any units on the Property to provide funds for the Glenn Road extension and any required widening of Cheshire Road (other than required center and right turn lanes), and other offsite road or highway improvements mandated by the City of Delaware or Delaware County Thoroughfare Master Plan. All units constructed on the Property will be assessed a Transportation District Assessment Fee at the time of issuance of building permit as follows:

1. 252 single family lots - $1,300 per unit
2. 226 condominiums north of Cheshire Road - $700 per unit
3. 140 condominiums south of Cheshire Road - $979 per unit

In the event Developer undertakes construction of roadway improvements required to be funded by Transportation District Fees as above set forth, Developer shall receive a credit against the Transportation District Fees.

The petition to create the assessment shall be filed by the Applicant with the City of Delaware prior to the recording of the first final plat for the development of the Property.

PHASING: The Property will be developed in numerous phases over an approximately 5-year period. It is presently anticipated that the first phase will commence within 6 months after all necessary governmental approvals have been obtained.

TREE PRESERVATION/REPLACEMENT: As a consequence of Applicant's commitment to dedicate a 50' wide strip of the Property along its entire western boundary for the Glenn Road Extension, as shown on the Preliminary Development Plan, significant tree coverage will be lost at the time of construction of the Glenn Road Extension. The City acknowledges such loss of tree coverage as necessary to complete the Glenn Road Extension and agrees that the Applicant will not be required to comply with the tree replacement and preservation policies of the City in connection with trees lost due to construction of the Glenn Road Extension.

ROAD CONSTRUCTION: Subject to the following, Applicant will pay for all new road construction within the Property prior to dedication, including any required improvements on Cheshire Road. This includes any and all public as well as private roads. Notwithstanding the foregoing, any required widening of Cheshire Road (other than required center and right turn lanes) and development and construction of the Glenn Road Extension will be constructed and funded as provided herein under "TRANSPORTATION DISTRICT IMPACT FEE".

Kephart & Fisher LLC

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DELAWARE PLANNING COMMISSION
Tanglewood
REZONING REVIEW

CASE NUMBER: PC 03-049 MEETING DATE: June 11, 2003

APPLICANT/OWNER: Vincent Romanelli
148 W. Schrock Road
Westerville, OH 43081

Harley J. Scott, Trustee
1091 Cheshire Road
Delaware, OH 43015

This Case was Tabled at the May 28 Planning Commission meeting.

REQUEST: Approval of a Rezoning of 309.7± acres from A-1 (Agricultural District) to R-2 (One-Family Residential District) with a Planned Residential District (PRD) Overlay for the proposed 650-home Tanglewood single-family and condominium development.

PROPERTY LOCATION & DESCRIPTION: 1091 and 1310 Cheshire Road ... 309.7± acres located on the north and south sides of Cheshire Road (Tanglewood Golf Course). The property is surrounded by a mix of A-1 and township Farm Residential zoning on the west, with only township Farm Residential zoning to the east, north and south. The property must be annexed to the City of Delaware by Ordinance by July 9, 2003 or the approval by the Delaware County Commissioners will expire.

BACKGROUND: The property is being annexed to the City. Upon annexation, the land would be automatically zoned A-1 (Agricultural District) but the Applicant is proposing a rezoning to R-2 (Single-family Residential District), with a Planned Residential District (PRD) Overlay. A PRD is a Conditional Use in the R-2 District, as is the reconstructed Golf Course.

STAFF REVIEW: Tanglewood is a proposed 650-unit residential development and that would encompass some 309.7± acres. The proposal is for a variety of higher-end housing that will diversify the City's housing stock, including 260 single-family lots, 330 condominium units, and 60 patio homes. This calculates to an overall density of 2.09 dwelling units per acre, compared to the 3.25 du's/acre maximum allowed in the R-2 District and the 2.5 permitted in the R-1 District.

The site currently is utilized as an 18-hole golf course and the developer proposes to upgrade and maintain the course as an amenity for the proposed development.

A 6.9-acre site at the northwest corner of the development (along the east side of Glenn Road Extended) will be dedicated to the City for park purposes plus money will be contributed for park developments in the area. This would be part of a much larger community park that would be comprised of land from this project plus those to the north and west. The golf course consists of 154.4 acres (about one-half of this 309.7-acre site), so Staff is suggesting that a 50 per cent parkland dedication credit is warranted, as long as deed restrictions or similar assurances are made to ensure that the golf course is open space in perpetuity and is never developed.

The Developer has provided stub streets to the surrounding properties to enable future access points for connectivity between the sites for future development of these parcels. The proposed plan also satisfies the Thoroughfare Plan's goal of extending Glenn Road to the south.

The Applicant has offered Text Limitations to become a part of the proposed rezoning.

STAFF RECOMMENDATION: Staff recommends approval of the requested rezoning of the 309.7± acres located on the north and south sides of Cheshire Road (Tanglewood Golf Course) at 1091 and 1310 Cheshire Road from A-1 to R-2, as modified by the Applicant's document entitled "Development Text" and dated April 25, 2003.

ZONING DESCRIPTION
309.70 ACRES

Situated in the State of Ohio, County of Delaware, Township of Berlin, and being part of Farm Lots 25, 38, 39 and 40, Section 3, Township 4, Range 18, United States Military Lands, and being out of those tracts as conveyed to Marsena & Harley J. Scott, Trustees, by deed of record in Deed Book 57, Volume 15 and Deed Book 50, Page 1374 and Harley Scott by deed of record in Deed Book 579 Page 613, Deed Book 579 Page 617, and Deed Book 57, Page 15, (all references refer to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning at a corner common to Farm Lots 27, 28, 37 and 38;

thence North 88° 23' 19" West, a distance of 2682.06 feet to a point;

thence North 00° 45' 02" East, a distance of 1633.99 feet to a point;

thence North 01° 09' 29" East, a distance of 2330.21 feet to a point;

thence South 88° 41' 29" East, a distance of 1851.55 feet to a point;

thence North 00° 54' 34" East, a distance of 1369.82 feet to a point;

thence South 89° 05' 06" East, a distance of 1088.23 feet to a point;

thence South 41° 08' 39" East, a distance of 2256.07 feet to a point;

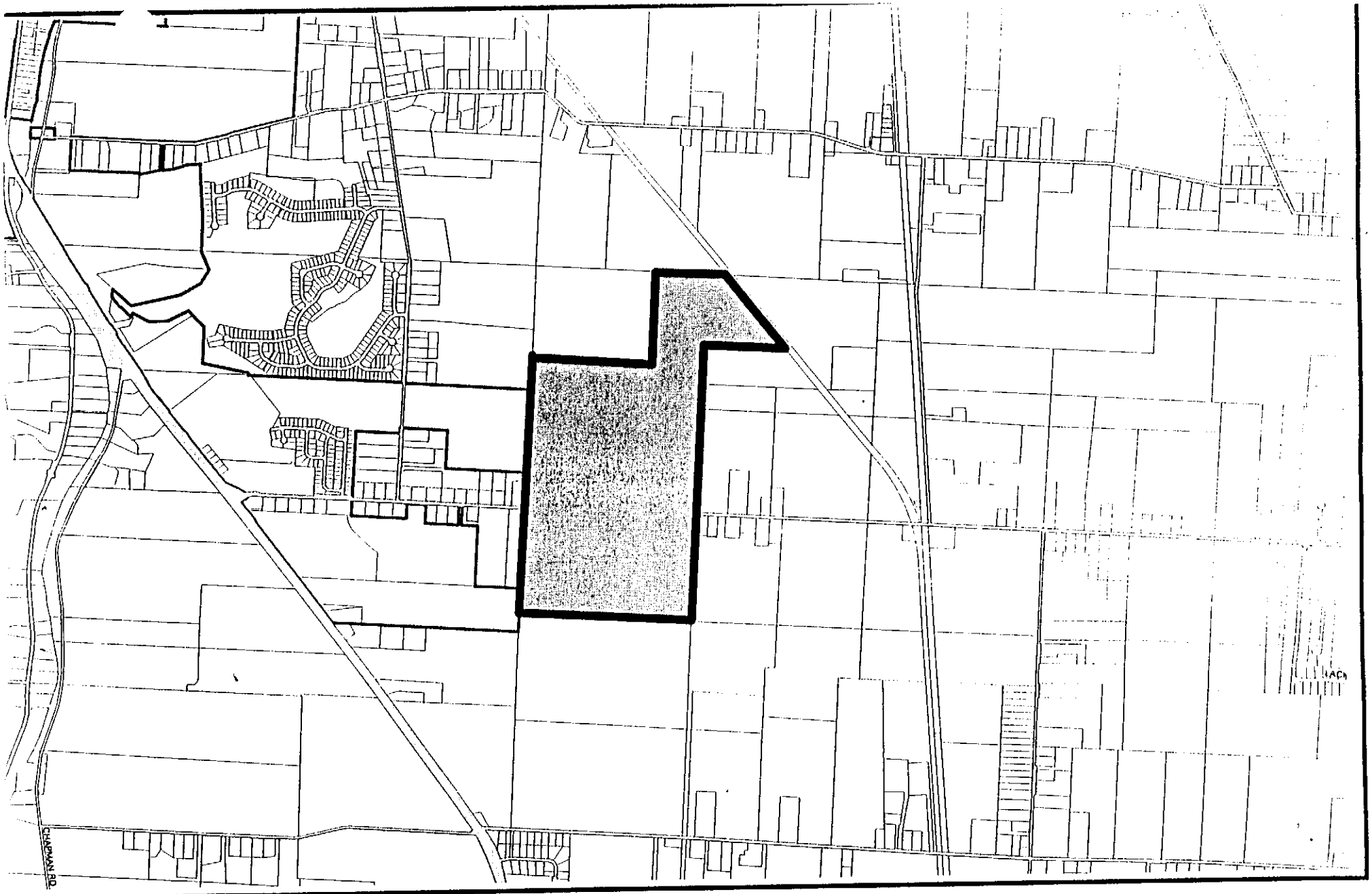
thence North 88° 51' 29" West, a distance of 1769.12 feet to a point;

thence South 01° 04' 05" West, a distance of 2035.85 feet to a point;

thence South 00° 54' 00" West, a distance of 1650.00 feet to the Point of Beginning and containing 309.70 acres of land, more or less.

This description was prepared from existing records and is for zoning purposes only.

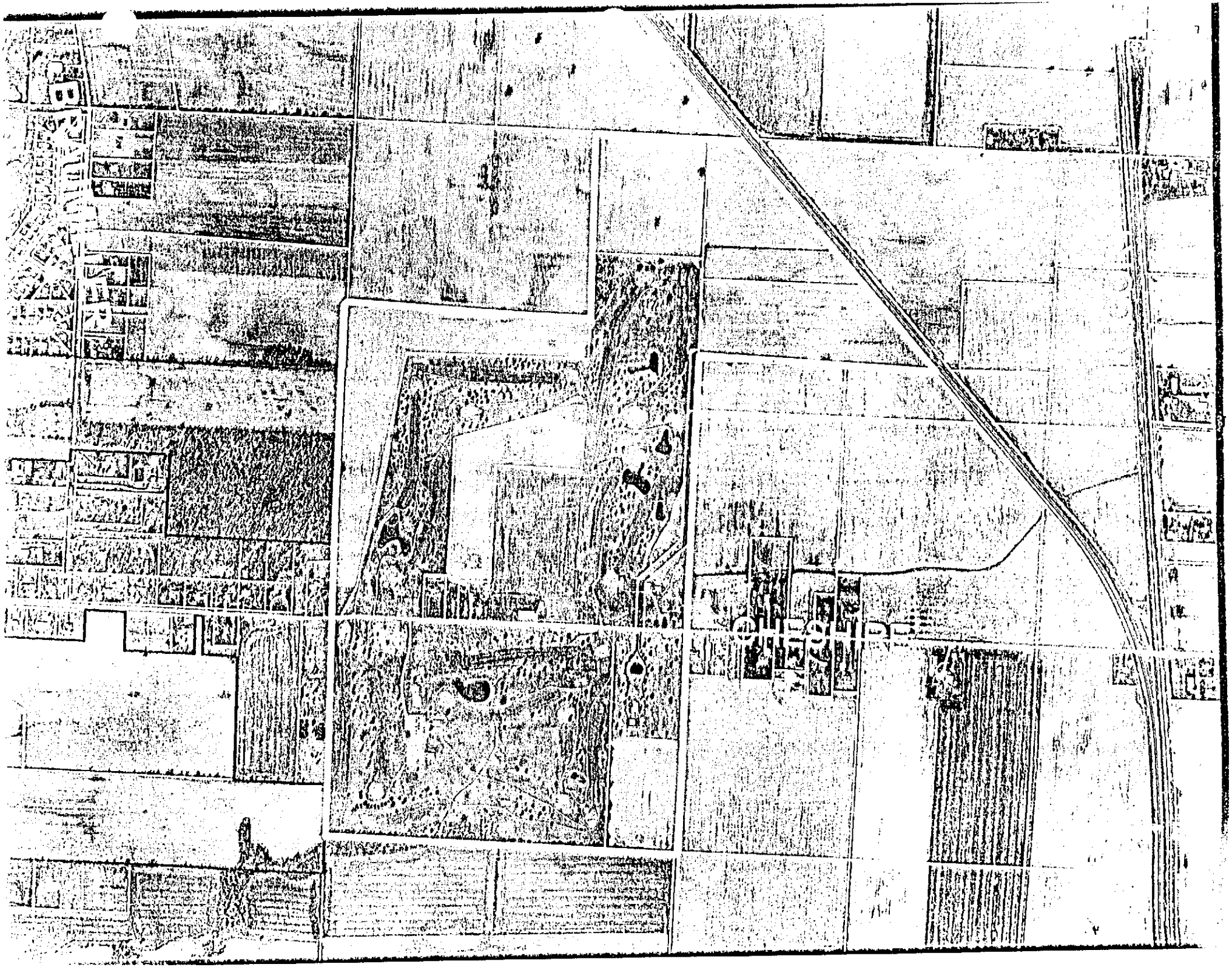
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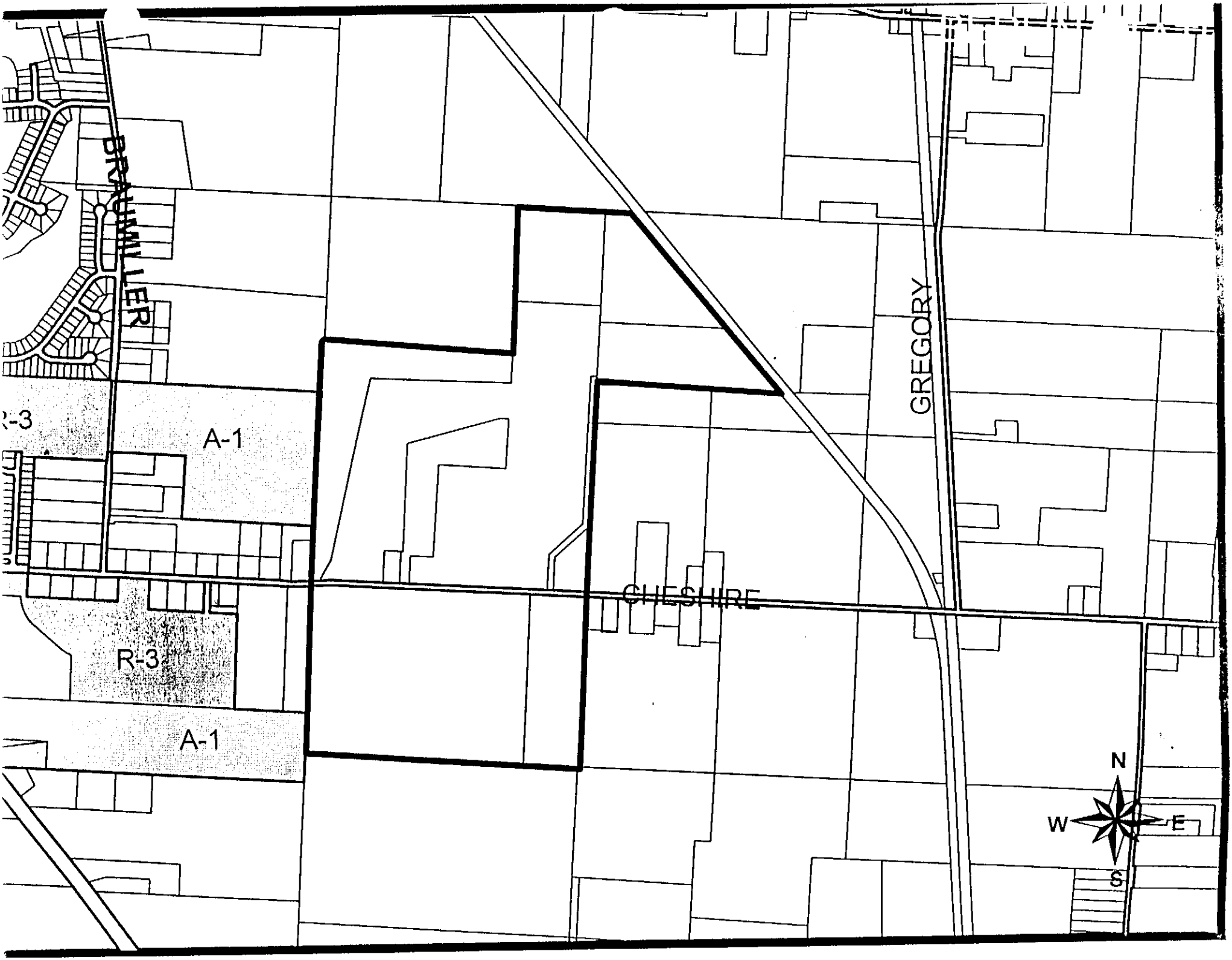


City of Delaware
GIS
Planning & Community Development

PC03-049
TANGLEWOOD DEVELOPMENT
1091 AND 1310 CHESHIRE ROAD
REZONING

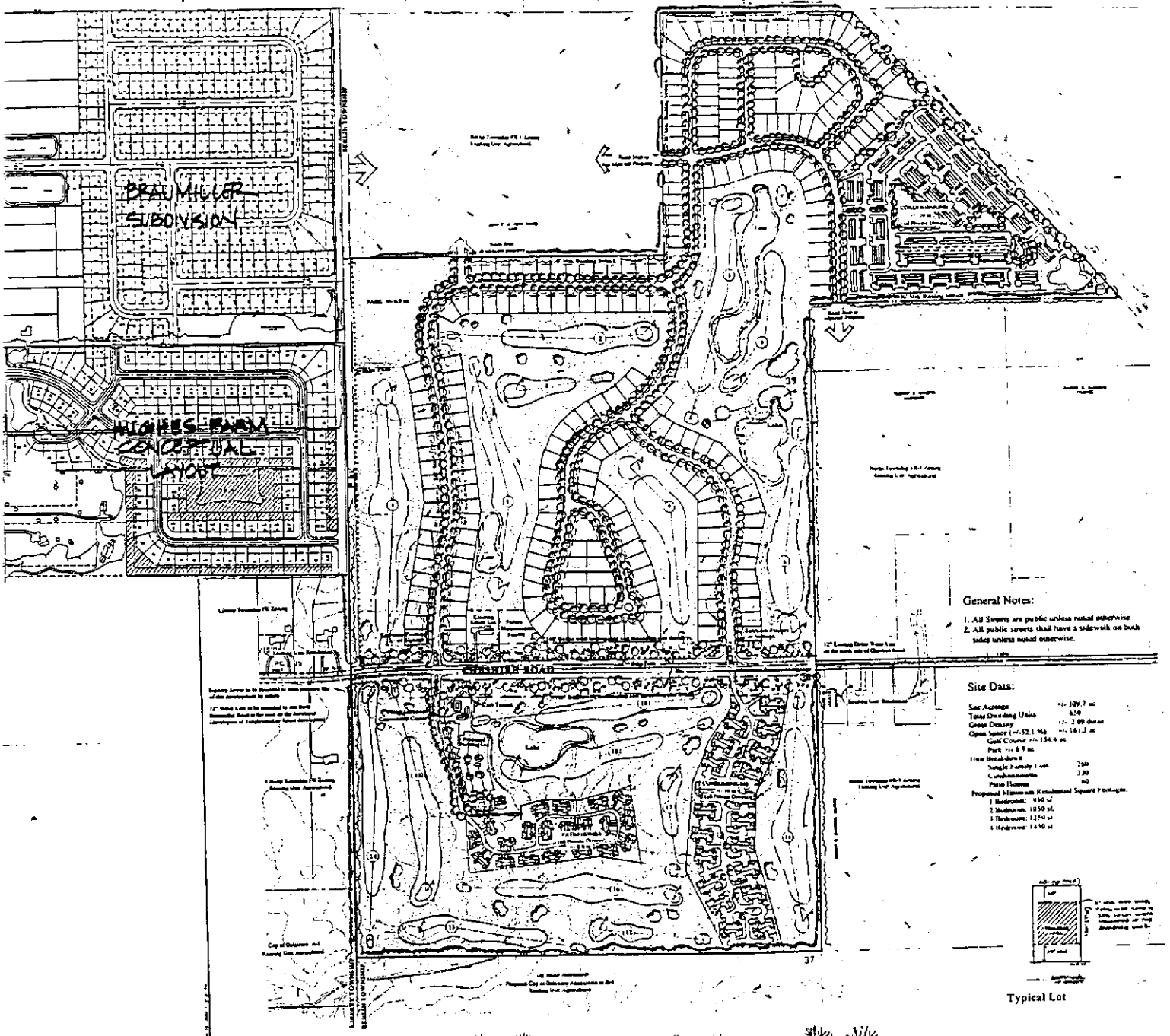
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BRUMMLER
GREGORY
CHESHIRE
A-1
R-3
A-1
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Tanglewood

Preliminary Development Plan



General Notes:

1. All Streets are public unless noted otherwise
2. All public streets shall have a sidewalk on both sides unless noted otherwise.

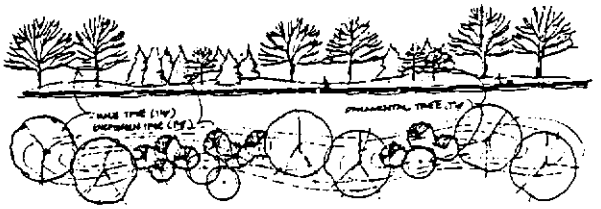
Site Data:

Site Acreage	+/- 109.7 ac
Total Dwelling Units	650
Gross Density	+/- 2.09 du/ac
Open Space (+/-52.1 %)	+/- 161.2 ac
Golf Course +/- 134.4 ac	
Park +/- 6.9 ac	
Unit Breakdown	
Single Family Lots	260
Condominiums	330
Patio Homes	60

Proposed Minimum Residential Square Footages

1 Bedroom	950 sf.
2 Bedroom	1050 sf.
3 Bedroom	1250 sf.
4 Bedroom	1450 sf.

Typical Lot



Landscape Buffer Elevation and Plan

Scale: 1" = 20'

EMH

AGREEMENT

This Agreement is made this 12th day of February, 2003 by and between Harley J. Scott, a single person; Harley J. Scott, Trustee of the Ralph E. Scott Trust dated June 24, 1993, and M. Marsena Scott, a single person, hereinafter referred to as the "Owners" and City of Delaware, Ohio, hereinafter referred to as the "City".

Whereas, the Owners are the current fee simple holders of the 308.858 acres, more or less, of land situated in the Township of Berlin, Delaware County, Ohio and more specifically described in Exhibit "A" attached hereto (collectively, the "Property");

Whereas, the Owners collectively own the following acreage that comprises the Property:

Harley J. Scott Trustee of the Ralph E. Scott Trust Dated 6/24/93 (1/2 interest)	1091 Cheshire Road Delaware, Ohio 43015	185.734 acres*
M. Marsena Scott aka Marsena Scott (1/2 interest)	1310 Cheshire Road Delaware, Ohio 43015	
M. Marsena Scott aka Marsena Scott (Individually)	1310 Cheshire Road Delaware, Ohio 43015	20.0 acres*
Harley Jay Scott aka Harley J. Scott	1091 Cheshire Road Delaware, Ohio 43015 (*3.061 acres are in the current right of way)	103.124 acres*

Whereas, the Owners filed a Petition to Annex the Property to the City on October 25, 2001 (the "Annexation");

Whereas, the matter of the Petition for Annexation was approved by the Board of County Commissioners of Delaware County, Ohio on December 2, 2002;

Whereas, the parties agree that it is in their mutual interest during the pendency of the annexation process to enter into this Agreement for the purpose of identifying and preliminarily resolving certain issues with regard to the Annexation and the planning and development of the Property for the mutual benefit of the Owners and the City;

Whereas, the City desires to induce the Owners to pursue the Annexation by entering into this Agreement;

Now therefore, in consideration of the covenants and agreements contained herein, the Owners and the City covenant and agree as follows:

1. Purpose: The purpose of this Agreement is to address issues in the form of a pre-annexation agreement regarding the preliminary planning and development of the Property, of which approximately 153 acres, more or less, is presently being utilized as Tanglewood Golf Course (the "Golf Course"). It is intended that the Golf Course shall continue operation as a public or semi public golf course. It is intended by this Agreement to identify specific issues that require resolution prior to Annexation and to the submission of development plan for the Property, and particularly, the development of a planned residential community on the Property, including maintaining the Golf Course as a commercial enterprise.

It is anticipated that the best utilization of the Property from the City's perspective will add significant cost to development of the Property. The Golf Course will require significant relocation and rebuilding of at least five (5) golf holes to allow not just density considerations but to permit the development of larger lots and larger homes that the City has indicated that it wants available as part of its housing stock inventory.

In addition to the City's exaction policy, the City has requested a significant land contribution for land to be devoted to the road and thoroughfare improvements for Cheshire Road and the Glenn Road Extension, as defined and further provided in Section 14 hereof. This will be at significant cost to the Owners.

2. Petition for Annexation; Annexation: Owners agree to continue their request for Annexation of the Property to the City. City intends to accept the Annexation of the Property and shall provide all reasonable assistance requested by the Owners in pursuing the Annexation. In the event of a legal challenge to the Delaware County Commissioners' approval of the Annexation, or appeal of the Commissioners' disapproval of the Annexation, the City shall, to the extent legally permissible, join all legal proceedings as a party in coordination with the Owners and their counsel.

3. Comprehensive Plan: Provided that the Property is within the defined and/or designated areas of the City's Master or Comprehensive Plan, as currently existing or hereafter amended, the Owners will comply with such Plan, unless with approval of the City a deviation from such plan is authorized and approved, or otherwise contemplated hereby.

4. Compliance Statement: Nothing in this Agreement shall abrogate the parties hereto from the zoning and development plan process before the Planning Commission, Board of Zoning Appeals, if necessary, and before the City Council of the City.

The execution of this Agreement shall not serve as a variance of the Zoning and Development Plan Process mandated by the Codified Ordinances of the City but will serve as a preliminary understanding and guide for the potential zoning and development of the Property.

5. Development Standards: Owners will comply with all development standards for the residential development and zoning of the Property pursuant to the residential districts set forth

in the Zoning Code of the City, except as modifications and variances are permitted, and except as otherwise agreed herein.

6. Subdivision and Planned Zoning Requirements: The Owners have determined to submit and participate in a planned residential development for the Property.

7. Landscaping and Screening Regulations: The Property currently has significant tree and landscaping. Owners will comply with a landscaping and screening plan set forth on the Preliminary and Final Development Plan of the Planned Residential District. Owners would urge care due to the size of this development. Owners will comply with all tree lawn requirements. Every attempt will be taken to comply with Chapter 1166 of the Zoning Code of the City of Delaware, subject to the provisions of Section 7, 8 and 14 hereof.

8. Tree Preservation/Replacement: Owners do not expect significant tree replacement. Most of the Property planned for residential development is vacant and without significant tree coverage. Most of the Property was used as farm ground. Every attempt will be made to preserve trees existing on the Property boundary lines and it is expected that a significant number of new trees will be considered as part of a development plan. As a consequence of Owner's commitment to dedicate a 50' wide strip of the Property along its entire western boundary, as further discussed in Section 14 hereof, significant tree coverage will be lost at the time of construction of the Glenn Road Extension. Notwithstanding the foregoing provisions of this Section 8, the City acknowledges such loss of tree coverage as necessary to complete the Glenn Road Extension and agrees that the Owners will not be required to comply with the tree replacement and preservation policies of the City in connection with trees lost due to construction of the Glenn Road Extension.

9. Golf Course Matters: The Golf Course, as generally reconfigured and redesigned as depicted on the attached Exhibit A, will continue to be used as a golf course with related amenities. An easement or restriction will be placed on the Golf Course to maintain it as green area unavailable for development in perpetuity. The Golf Course will accept users that are not a part of the residential community to be developed on the Property and the City consents to such use. For all purposes, except sewer acreages, the Golf Course shall be considered as part of the planned residential development to be developed on the Property.

10. Extension of the City Services and Utilities: The City agrees to provide or otherwise make available city services and utility capacity to the Owners for development of the Property. The following services and utilities will be made available by the City, subject to the terms hereof:

a. Fire and EMS Services: Fire and EMS Services to the Property will be provided by the City and other entities by mutual aid agreements.

b. Police Services: City will provide police services to the Property upon Annexation.

c. Road Access and Road Construction. All roads, other than the Glenn Road Extension discussed in Section 14 hereof, will be constructed by the Owners. All public roads

will be constructed to City standards. All private roads and streets will be constructed in accordance with City standards for private streets. All roads shall be reviewed in light of the City and County Thoroughfare Plan. The development plan will reflect a partial designation of roadway for the Glenn Road Extension, as further discussed in Section 14 hereof, and for the necessary widening of Cheshire Road; provide that the Owners shall only be required to improve Cheshire Road as necessary.

d. Water: ~~Del-Co Water Company, Inc. has agreed to provide water service to the Property in such quantities of flow and pressure to meet the fire flow and pressure requirements for both household use and firefighting standards of the City of Delaware Fire Department. Should this service be inadequate for City requirements,~~ The City will make available water (but not extend necessary lines) in such quantities and pressure to serve the Property upon Annexation and at full development under the terms of this Agreement and pursuant to the conditions and/or obligation hereinafter set forth. ~~Notwithstanding the foregoing, Owner acknowledges that service areas are currently being negotiated between Del-Co Water Company, Inc. and the City that could result in the City providing all water services to the Property as above provided.~~

e. Sanitary Sewer: Of the utilities necessary for the development of the Owners' property, Sanitary Sewer service presents the most difficult resolution for the City. Sanitary sewer services are further discussed in Section 13 hereof.

f. Storm Sewer: City will make available any existing storm water sewer plans for the Property. Owners will install any storm water sewer and retention systems capable of satisfactorily managing the storm water flows of the Property according to best management practices as approved by the City. The parties will cooperate in making any retained storm water available for use on the Golf Course.

g. Refuse Service: Refuse services will be provided by the City or by a third party approved by the City.

h. Natural Gas Service: Natural Gas Service can either be provided by Columbia Gas or Suburban Natural Gas to service the Property. Owners prefer Suburban Natural Gas but this issue will be decided at the time of development.

i. Electrical Service: Electric service can either be provided to the Property by American Electric Power or Delaware Electric Rural Co-op. This decision will be made at the time of development.

11. Cost of Public Services and Utilities:

a. Development Impact Fees Assessment: At the time of issuance of building permits for dwellings on the Property, Development Impact Fees for each single family building lot or unit or single family condominium building lot or unit situated on the Property will be due and payable.

b. Transportation District Assessment Fee: Owners will establish a Transportation District providing for special assessments against all dwelling units constructed on the Property for Glenn Road and other offsite road or highway improvements mandated by the City or Delaware County Thoroughfare Master Plan. This Transportation District shall be established prior to the sale of any units within the Property.

c. Recreation Exaction Policy: Owners will provide 31 acres or some consideration of either money and/or land thereof for Parks and Recreation Development; provided that if a planned residential development district is created for the Property, the City will give consideration to the area of the Golf Course.

d. Road Construction: Except for the development and construction of the Glenn Road Extension discussed in Section 14 hereof, Owners will pay for all new road construction within the Property prior to dedication, including any required improvements on Cheshire Road. This includes any and all public as well as private roads. Notwithstanding the foregoing, any required widening of Cheshire Road (other than required center and right turn lanes) and development and construction of the Glenn Road Extension, if needed, will be funded per Item 11b. above.

e. Water: The Owners will pay all tap fees and required construction assessment fees in connection with water service to the Property. Ultimate residential users will reimburse the Owners or builders for such fees at time of purchase and will pay all monthly water service charges.

f. Sanitary Sewer: The Owners will pay for all sanitary sewer improvements as to any residential development, subject to the further provisions of Section 13 hereof.

g. Storm Sewer: The Owners will install at their cost all required storm sewers. A plat note will set forth the ultimate residential owners' responsibility to pay monthly storm sewer charges.

h. Refuse: A plat note will obligate the ultimate residential owner to pay the monthly fees.

12. Proposed Density and Recreation Plan:

Owners and the City agree generally to offer the following residential density and recreation plan for the Property:

a. Golf Course of approximately 153 acres shall be considered for all purposes of a planned residential development as common open space available for recreation.
b. All single family residential lots to be not less than 80' in width at the building line.

c. Parkland dedication of approximately 31 acres and/or fees in lieu thereof, subject to the further provisions of Section 11.c. hereof.
d. Density, including common open space consisting of the Golf Course, not to exceed 2 Units per acre, and to be a mix of single family lots, condominiums and patio homes.

Attached hereto as Exhibit A is the Owner's current view of how the Property could ultimately develop, which is also the basis of the foregoing. Exhibit A is attached hereto for illustrative purposes only and is fully subject to the provisions of Section 4 hereof; provided that the City agrees that the layout shown on the attached Exhibit A is reasonable and shall support a development of the Property that is in general conformance with the attached Exhibit A.

13. Sanitary Sewer Service Agreements: The City covenants and agrees to work diligently and in good faith with the Owners to cause sanitary sewer service to be available to the Property for timely and orderly development of the Property. The City acknowledges that the timely provision of sanitary sewer service to the Project is a material inducement to the Owners in agreeing to annex the Property to the City.

The City covenants and agrees that sanitary sewer service will be available to the Property under the same terms and conditions that it is available to other properties in the City, under one or more of the following options, at such time as the Owners require such sanitary sewer service for timely and orderly development of the Property:

Option 1 – Inclusion of the Property in the South Central Delaware Sanitary Sewer Phase V currently being constructed (the "South Central Sewer"), with Owner's paying a per acre construction fee as outlined in the agreement for development and construction of such South Central Sewer. It is specifically acknowledged and agreed that Owners will not be required to pay any surcharge of any type or nature with regard to the utilization of the South Central Sewer to private developers, the City, or others under the agreements for development and construction of such South Central Sewer.

Option 2 – Inclusion of the Property in the South Highland Delaware Sanitary Sewer which is currently in the preliminary design stage (the "South Highland Sewer"), with Owner's paying a per acre cost (excluding all Golf Course acreage) for development and construction of the South Highland Sewer equal to Owner's prorata share thereof based on the Property (excluding all Golf Course acreage) as a percentage of all lands ultimately available to be serviced by such South Highland Sewer.

Option 3 – Temporary inclusion of the Property in the South Central Sewer until the South Highland Sewer is completed; provided that Owners will receive full credit for any costs associated with such temporary tie-in against Owners' share of any development and construction costs for use of the South Highland Sewer.

Option 4 – Use of temporary "pump and truck" disposal of sewage at the City Waste Water Treatment Plant at no charge or fee, until completion of the South

Highland Sewer at Owners' cost; provided that Owners will receive full credit for any costs associated therewith (including temporary storage facilities and all pumping and hauling fees and permits) against other fees or charges hereunder; provided that users are paying the normal monthly sewer and water bills.

The City will timely advise the Owners of which Option it selects and work with the Owners to fully implement such Option in a timely manner.

14. Glenn Road Extension: The City and the Owners acknowledge that the so-called Glenn Road Extension (the "Glenn Road Extension") is necessary along the western boundary of the Property, north of Cheshire Road. The parties covenant and agree as follows with respect to the Glenn Road Extension:

a. General Location: The Glenn Road Extension shall generally be located north of Cheshire Road along the westernmost 50' of the Property, as depicted on the plan attached hereto a Exhibit A; provided that if necessary due to negotiations with the adjoining landowners, along the northern boundary of the Property the entire 100' right of way shall be located on the Property. If the Glenn Road Extension continues south of Cheshire Road, it shall be designed and built such that no part thereof is on the Property and there shall be no adverse impact on the Golf Course south of Cheshire Road. It is understood that the intersection of Glenn Road and Cheshire Road may have minor impacts relating to road width, radii, utilities, sidewalks, etc.

b. No Requirement to Build: The Owners shall not be required to build any portion of the Glenn Road Extension.

c. Tree Replacement/Preservation: As further provided in Section 8 hereof, the Owners will not be required to comply with the tree replacement and preservation policies of the City in connection with trees lost due to the construction of such Glenn Road Extension.

15. Council Action: The obligations of and agreements by the City contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by Council. It is acknowledged that the initial legislation approving this Agreement is merely the first in a series of legislative acts implementing this Agreement. All subsequent Council actions implementing this Agreement shall be considered to be in furtherance of this Council Action.

16. Assignment of Agreement: The Owners shall not assign this Agreement, or any part thereof or any right or privilege granted under this Agreement without the express written consent of the City, which shall not unreasonably be withheld; provided that the City acknowledges its understanding and agreement that the Property is in contract to be sold to Vincent Romanelli or an entity organized by him ("Romanelli"). The City consents to assignment of this Agreement by the Owners to Romanelli and agrees that upon any such assignment, Romanelli shall be solely responsible for all obligations of Owners hereunder.

17. Notices: Any notices necessary under the terms of this Agreement, unless the notice is and has been given to the legal counsel for either party or their designated agent, shall be given in written fashion at the addresses hereinafter set forth. Owners' address shall be 1091 Cheshire Road, Delaware, Ohio 43015. City's address shall be City Hall, 1 South Sandusky Street, Delaware, Ohio 43015.

18. Designation of Legal Counsel or Agent for the Parties: Legal Counsel for Owners shall be Michael R. Shade, Attorney at Law, 41 N. Sandusky Street, Suite 410, P.O. Box 438, Delaware, Ohio 43015 and David W. Fisher, Attorney at Law, Kephart & Fisher LLP, 41 South High Street, Columbus, Ohio 43215. Legal Counsel for the City shall be Daniel B. Bennington, City Attorney, 1 South Sandusky Street, Delaware, Ohio 43015. Agent for the City shall be the Director of Planning and Community Development or his representative at the same address.

19. Binding Effect: This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns. This is the complete Agreement between the parties. If a dispute arises, the Courts of Delaware County, Ohio shall have jurisdiction to resolve any dispute unless both parties agree to mediate or arbitrate the disputed matter.

20. Entire Agreement: This Agreement between the parties contains the entire Agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

21. Severability: If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

22. Modifications: It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their Legal Counsel, Agents or Representatives, and that no modifications, alterations or additions shall be made to this Agreement except in writing signed by both parties hereto.

23. Choice of Law: This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

24. Effective Date: This Agreement shall be effective when signed by all the parties hereto.

25. Time: Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

In Witness Whereof, the parties have affixed their signatures to duplicate copies of this Agreement on the date set forth above.

Harley J. Scott, Owner

M. Marsena Scott, Owner

Ralph L. Scott Trust

By: _____
Harley J. Scott, Trustee
Owner

APPROVED AS TO FORM:
DANIEL B. BENNINGTON
DELAWARE CITY ATTORNEY

City of Delaware, Ohio

By: _____
R. Thomas Homan, City Manager

STATE OF OHIO
COUNTY OF ~~FRANKLIN~~, SS:

The foregoing instrument was acknowledged before me this 10th day of February, 2003 by Harley J. Scott.

Notary Public

Commission Expiration:

DANIEL R. SHADE, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION
DATE SEC. 147.03 R.C.

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 13th day of February, 2003 by M. Marsena Scott.

Michael C. Hornyak
Notary Public

Commission
Expiration: August 7, 2005

Michael C Hornyak
My Commission DD048080
Expires August 07 2005

STATE OF OHIO
COUNTY OF ~~FRANKLIN~~, SS:

The foregoing instrument was acknowledged before me this 10th day of February, 2003 by Harley J. Scott, Trustee of the Ralph E. Scott Trust dated June 24, 1993.

Notary Public

MICHAEL R. SHADE, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION
DATE SEC. 147.03 R.C.

Commission
Expiration: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 10th day of February, 2003 by R. Thomas Homan, City Manager of the City of Delaware, on behalf of such City.

Notary Public

Daniel B. Bennington, Attorney At Law
Notary Public, State of Ohio
My Commission has no expiration date.
Sec. 147.03 R.C.

Commission
Expiration: _____

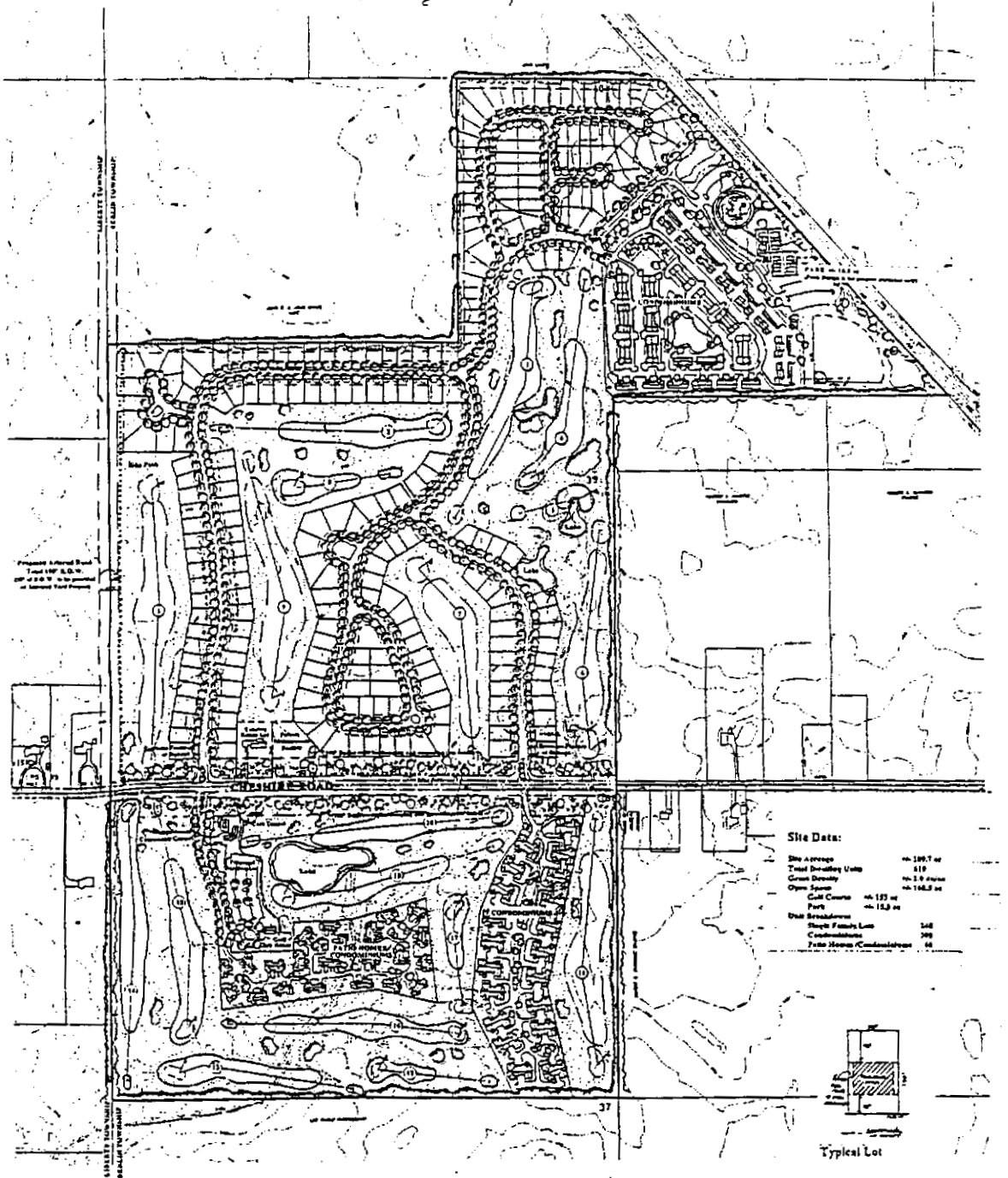
This document was prepared by Michael R. Shade, Attorney at Law, P.O. Box 438, Delaware, Ohio 43015 and David W. Fisher, Attorney at Law, Kephart & Fisher LLP, 41 South High Street, Columbus, Oho 43215.

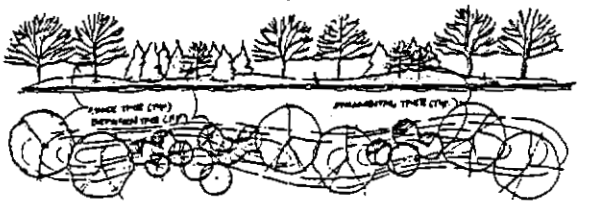
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Exhibit A

Scotland Yard

Preliminary Development Plan





Landscape Buffer Elevation and Plan
Scale: 1" = 10'

EMHT

November 6, 2003