



Prepared: 01/20/2016
Introduced: 02/02/2016
Revised:
Adopted: 2/16/2016
Effective: 3/15/2016

ORDINANCE O-02-2016

AN ORDINANCE TO ACCEPT WATER LINE, SANITARY SEWER, STREET AND STORM SEWER IMPROVEMENTS AND APPURTENANCES THERETO FOR MILLBROOK FARM AT SUGAR RUN, PHASE 1, AS REQUESTED BY PULTE HOMES

WHEREAS, in accordance with New Albany Ordinance 77-91 as amended, and pursuant to written certification by the City Engineer that the improvements and appurtenances thereto for Millbrook Farm at Sugar Run, Phase 1, have been completed to the standards set by Ordinance 77-97 as amended; and

WHEREAS, a two-year maintenance bond in the amount of \$98,900, an engineering inspection fee deposit in the amount of \$1,732, a five-year settlement bond of \$6,850. Prior to second reading, any infrastructure items that cannot be completed due to weather conditions will be identified and a performance bond or escrow amount will be submitted in an amount deemed acceptable to the city as required by codified ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

SECTION 1. The improvements and appurtenances thereto for are hereby accepted. Any weather-related items, street trees and landscaping covered under performance bonds must be installed as outlined in such performance bonds by July 30, 2016.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting and that all deliberations of this Council and any decision making bodies of the City of New Albany which resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements of the City of New Albany, Franklin and Licking Counties, Ohio.

SECTION 3. Pursuant to Article VI, Section 6.07(a) of the charter of the City of New Albany, this Ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 16 day of Feb, 2016.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council



Mitchell H. Banchefsky
Law Director



Prepared: 01/22/2016
Introduced: 02/02/2016
Revised:
Adopted: 2/16/2016
Effective: 3/15/2016

ORDINANCE O-03-2016

AN ORDINANCE TO ACCEPT THE GENERAL WARRANTY DEED FOR THE PARCELS KNOWN AS 222-004819 (RESERVE A OF MILLBROOK FARM AT SUGAR RUN) AND 222-004820 (RESERVE B OF MILLBROOK FARM AT SUGAR RUN) FROM GRAYWOLF PROPERTIES LLC FOR PUBLIC PARKLAND

WHEREAS, Resolution R-24-2015 was adopted by the New Albany Council on May 19, 2015 approving the final plat for Millbrook Farm at Sugar Run, which included the commitment to dedicate reserves A and B to the City for public parkland; and

WHEREAS, the general warranty deeds have since been provided to the City of New Albany by Graywolf Properties LLC granting to the city the parkland which was required and committed to; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which this parkland will be donated.

NOW, THEREFORE, BE IT ORDAINED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

SECTION 1. City Council hereby accepts the lands, described in the general warranty deed attached hereto as Exhibit A and shown on the map attached hereto as Exhibit B, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

SECTION 2. That the general warranty deed is attached to this Ordinance and made a part hereof as if fully reproduced herein.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting and that all deliberations of this Council and any decision making bodies of the City of New Albany which resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements of the City of New Albany, Franklin and Licking Counties, Ohio.

SECTION 4. Pursuant to Article VI, Section 6.07(a) of the charter of the City of New Albany, this Ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 16 day of Feb, 2016.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council


Mitchell H. Banchefsky
Law Director

Exhibit A
Ordinance O-03-2016

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Graywolf Properties LLC, an Ohio limited liability company, for valuable consideration paid, grant(s), with general warranty covenants to the City of New Albany, Ohio, whose tax mailing address is _____, the following described Real Property:

Situated in the State of Ohio, County of Franklin, and in the City of New Albany:

Being Reserves A and B of Millbrook Farm at Sugar Run. as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument No. 20150715 0095708 (a/k/a Plat Book 119, page 15) Recorder's Office, Franklin County, Ohio.

Prior Instrument Reference: Instrument Number 201411060148070 and Instrument Number 201411060148073 of the Deed Records of Franklin, County, Ohio.

Parcel Numbers: 222-004819-00 and 222-004820-00
Property Addresses: 0 Steeplechase Lane

Executed this _____ day of January, 2016.

Graywolf Properties LLC

By: _____
Steven Testa, Sole Manager

State of _____
County of _____

Be it remembered, that on this _____ day of January, 2016, before me, the subscriber, a Notary Public, in and for said State, personally came Steven Testa, Sole Manager of Graywolf Properties LLC, who acknowledged the signing thereof to be his voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Notary Public
My Commission Expires: _____

This instrument prepared by:
Steven G. Gentry, Esq.
2000 W. Henderson Road
Suite 355
Columbus, Ohio 43220

Return to STEWART TITLE BOX

File No: 01032-14860

MILLBROOK FARM AT SUGAR RUN

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF NEW ALBANY,
 LOT 9, QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 16
 UNITED STATES MILITARY LANDS

SCALE IN FEET
 0 40 80

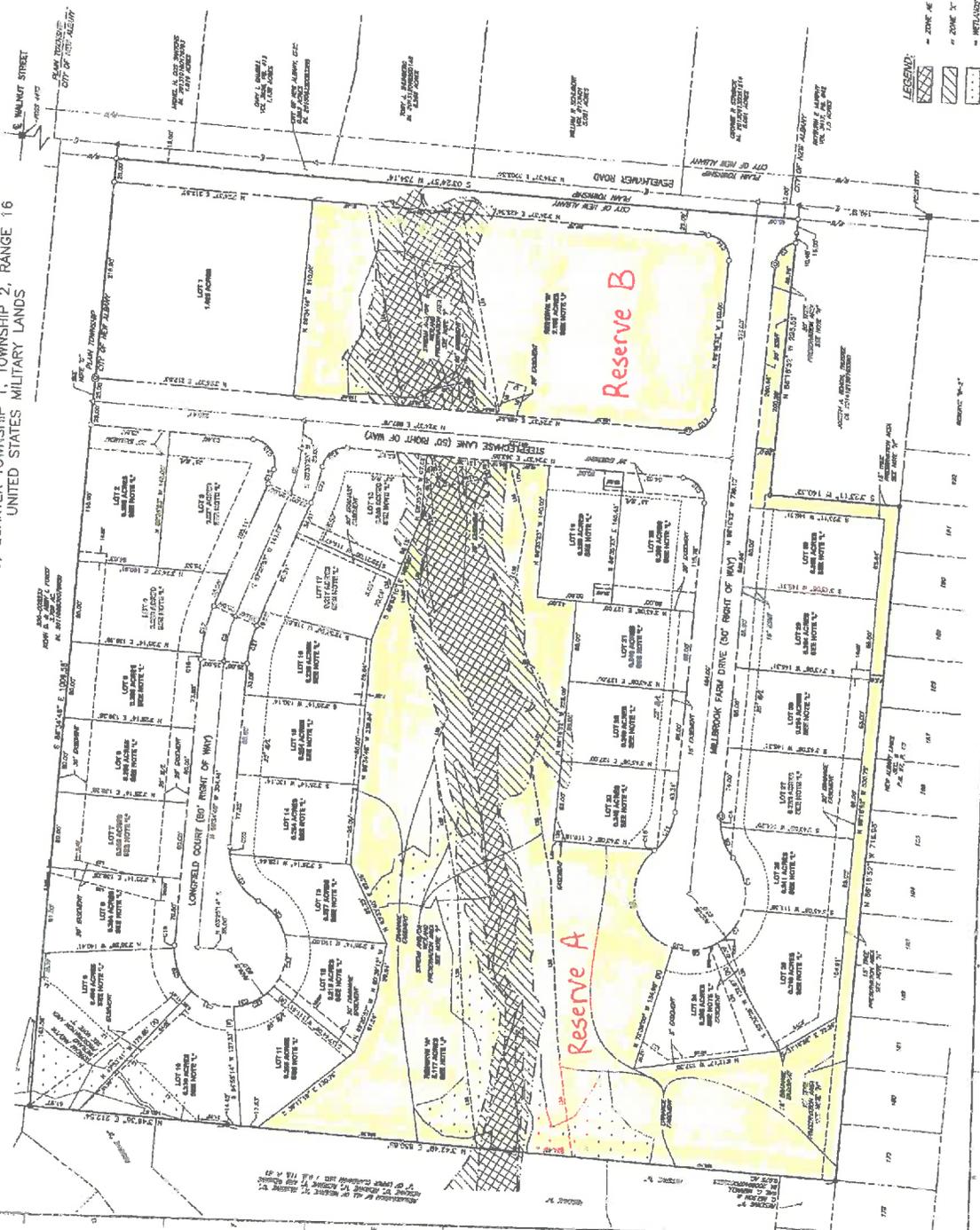


LINE TABLE

LINE #	DIRECTION	LENGTH	BEARING
L1	N 89°57'11" E	184.11	
L2	N 89°57'11" E	173.87	
L3	N 89°57'11" E	173.87	
L4	N 89°57'11" E	173.87	
L5	N 89°57'11" E	173.87	
L6	N 89°57'11" E	173.87	
L7	N 89°57'11" E	173.87	
L8	N 89°57'11" E	173.87	
L9	N 89°57'11" E	173.87	
L10	N 89°57'11" E	173.87	
L11	N 89°57'11" E	173.87	
L12	N 89°57'11" E	173.87	
L13	N 89°57'11" E	173.87	
L14	N 89°57'11" E	173.87	
L15	N 89°57'11" E	173.87	
L16	N 89°57'11" E	173.87	
L17	N 89°57'11" E	173.87	
L18	N 89°57'11" E	173.87	
L19	N 89°57'11" E	173.87	
L20	N 89°57'11" E	173.87	
L21	N 89°57'11" E	173.87	
L22	N 89°57'11" E	173.87	
L23	N 89°57'11" E	173.87	
L24	N 89°57'11" E	173.87	
L25	N 89°57'11" E	173.87	
L26	N 89°57'11" E	173.87	
L27	N 89°57'11" E	173.87	
L28	N 89°57'11" E	173.87	
L29	N 89°57'11" E	173.87	
L30	N 89°57'11" E	173.87	

CURVE TABLE

CURVE #	BEARING	DATA	LENGTH	CHL	CHS
C1	N 89°57'11" E	184.11	184.11	184.11	184.11
C2	N 89°57'11" E	173.87	173.87	173.87	173.87
C3	N 89°57'11" E	173.87	173.87	173.87	173.87
C4	N 89°57'11" E	173.87	173.87	173.87	173.87
C5	N 89°57'11" E	173.87	173.87	173.87	173.87
C6	N 89°57'11" E	173.87	173.87	173.87	173.87
C7	N 89°57'11" E	173.87	173.87	173.87	173.87
C8	N 89°57'11" E	173.87	173.87	173.87	173.87
C9	N 89°57'11" E	173.87	173.87	173.87	173.87
C10	N 89°57'11" E	173.87	173.87	173.87	173.87
C11	N 89°57'11" E	173.87	173.87	173.87	173.87
C12	N 89°57'11" E	173.87	173.87	173.87	173.87
C13	N 89°57'11" E	173.87	173.87	173.87	173.87
C14	N 89°57'11" E	173.87	173.87	173.87	173.87
C15	N 89°57'11" E	173.87	173.87	173.87	173.87
C16	N 89°57'11" E	173.87	173.87	173.87	173.87
C17	N 89°57'11" E	173.87	173.87	173.87	173.87
C18	N 89°57'11" E	173.87	173.87	173.87	173.87
C19	N 89°57'11" E	173.87	173.87	173.87	173.87
C20	N 89°57'11" E	173.87	173.87	173.87	173.87
C21	N 89°57'11" E	173.87	173.87	173.87	173.87
C22	N 89°57'11" E	173.87	173.87	173.87	173.87
C23	N 89°57'11" E	173.87	173.87	173.87	173.87
C24	N 89°57'11" E	173.87	173.87	173.87	173.87
C25	N 89°57'11" E	173.87	173.87	173.87	173.87
C26	N 89°57'11" E	173.87	173.87	173.87	173.87
C27	N 89°57'11" E	173.87	173.87	173.87	173.87
C28	N 89°57'11" E	173.87	173.87	173.87	173.87
C29	N 89°57'11" E	173.87	173.87	173.87	173.87
C30	N 89°57'11" E	173.87	173.87	173.87	173.87
C31	N 89°57'11" E	173.87	173.87	173.87	173.87
C32	N 89°57'11" E	173.87	173.87	173.87	173.87
C33	N 89°57'11" E	173.87	173.87	173.87	173.87
C34	N 89°57'11" E	173.87	173.87	173.87	173.87
C35	N 89°57'11" E	173.87	173.87	173.87	173.87
C36	N 89°57'11" E	173.87	173.87	173.87	173.87
C37	N 89°57'11" E	173.87	173.87	173.87	173.87
C38	N 89°57'11" E	173.87	173.87	173.87	173.87
C39	N 89°57'11" E	173.87	173.87	173.87	173.87
C40	N 89°57'11" E	173.87	173.87	173.87	173.87
C41	N 89°57'11" E	173.87	173.87	173.87	173.87
C42	N 89°57'11" E	173.87	173.87	173.87	173.87
C43	N 89°57'11" E	173.87	173.87	173.87	173.87
C44	N 89°57'11" E	173.87	173.87	173.87	173.87
C45	N 89°57'11" E	173.87	173.87	173.87	173.87
C46	N 89°57'11" E	173.87	173.87	173.87	173.87
C47	N 89°57'11" E	173.87	173.87	173.87	173.87
C48	N 89°57'11" E	173.87	173.87	173.87	173.87
C49	N 89°57'11" E	173.87	173.87	173.87	173.87
C50	N 89°57'11" E	173.87	173.87	173.87	173.87



Civil & Engineering Consultants, Inc.
 2000 Ohio Building Center, Columbus, Ohio 43260
 Phone: 614-266-1111
 FAX: 614-266-1112

GRAYWOLF PROPERTIES
MILLBROOK FARM AT SUGAR RUN
CITY OF NEW ALBANY

DATE: 08/11/2011
 DRAWN BY: J. W. WILSON
 CHECKED BY: J. W. WILSON
 SCALE: AS SHOWN
 SHEET: 1 OF 3

PLAT
 PART 1 OF 3

— ZONE 'A' (SEE NOTE #7)
 — ZONE 'X' (SEE NOTE #7)
 — METLANDZ

LEGEND:
 Hatched pattern
 Yellow shaded area
 Dotted pattern



Prepared: 1/22/2016
Introduced: 2/02/2016
Revised:
Adopted: 2/16/2016
Effective: 3/15/2016

ORDINANCE O-04-2016

AN ORDINANCE TO AMEND THE OYER ESTATES FINAL PLAT TO REMOVE THE RECORDED 30 AND 50 FOOT BUILDING LINES AND TO AMEND THE NEW ALBANY COUNTRY CLUB SECTION 19A FINAL PLAT TO REMOVE THE RECORDED 5, 20, AND 25 FOOT BUILDING LINES AND VACATE KESWICK ALLEY AND THE RECORDED EASEMENTS AT THE SOUTHEAST AND SOUTHWEST CORNERS OF MARKET SQUARE AND MAIN STREET AS REQUESTED BY THE NEW ALBANY COMPANY

WHEREAS, a request has been made by The New Albany Company to remove recorded 30 and 50 foot building setback lines established by the Oyer Estates final plat generally located at the southeast corner of the Main Street (U.S. 62) and Market Square intersection as shown on Exhibit A; and

WHEREAS, a request has been made by The New Albany Company to remove various recorded 5, 20, and 25 foot building lines and to vacate Keswick Alley and the easements in and around Keswick Alley established by the New Albany Country Club Section 19A final plat located at the southwest corner of the Main Street (U.S. 62) and Market Square intersection as shown on Exhibit B; and

WHEREAS, the Oyer Estates final plat's lots are no longer in existence and the removal of the building line are necessary for the current property owner to redevelop the property; and

WHEREAS, the New Albany Country Club Section 19A final plat's lots have been modified since the plat's creation and the removal of the building line and vacation of Keswick Alley and the easements in and around Keswick Alley are necessary for the current property owner to redevelop the property; and

WHEREAS, Council is satisfied that there is good cause for such easement and alley vacations, and setback removals, and that it will not be detrimental to the general interests and shall be approved.

NOW, THEREFORE, BE IT ORDAINED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

SECTION 1. That the alley, easements and building setback lines as shown on lots 1A through 2A on the New Albany Country Club Section 19A and lots 1 through 10 on the Oyer Estates final plat, illustrated on the site plans attached and marked Exhibit A and B, are hereby vacated and removed.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting and that all deliberations of this Council and any decision making bodies of the City of New Albany which resulted in such formal actions

were in meetings open to the public and in compliance with all legal requirements of the City of New Albany, Franklin and Licking Counties, Ohio.

SECTION 3. Pursuant to Article VI, Section 6.07(a) of the charter of the City of New Albany, this Ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 16th day of February, 2016.

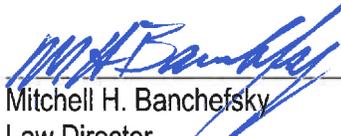
Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council



Mitchell H. Banchefsky
Law Director

EXHIBIT A



EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.776.4500 Fax: 614.776.3444
 emht.com

EXHIBIT

OYER ESTATES, P.B. 24, P. 98
 MARKET STREET DEDICATION AND EASEMENTS, P.B. 96, PP. 9-10
 CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: January 12, 2016

Job No. 2015-1664

Scale: 1" = 100'

-  BUILDING SETBACK LINE TO BE VACATED
-  ORIGINAL LOT BOUNDARY
-  EXISTING PARCEL LINE

 Setbacks to be vacated

J:\20151664\DWG\ASSETS\EXHIBITS\20151664-YS-EXHIB-A-01.DWG plotted by RENC, HEATHER on 1/13/2016 11:16:19 AM last saved by RKING on 1/13/2016 11:17:38 AM

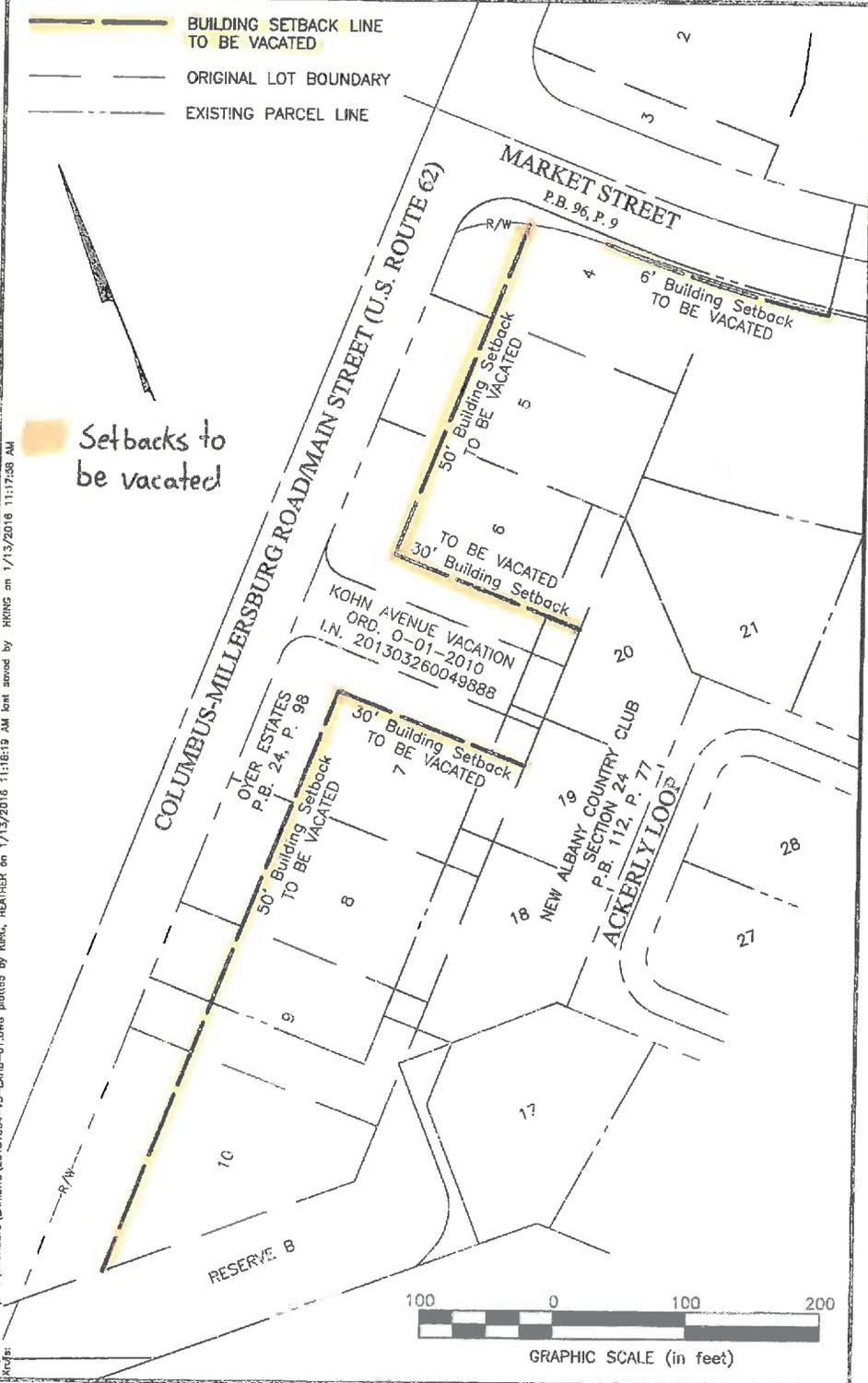


EXHIBIT B

EMHT

Evans, Mechwart, Hamilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5300 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

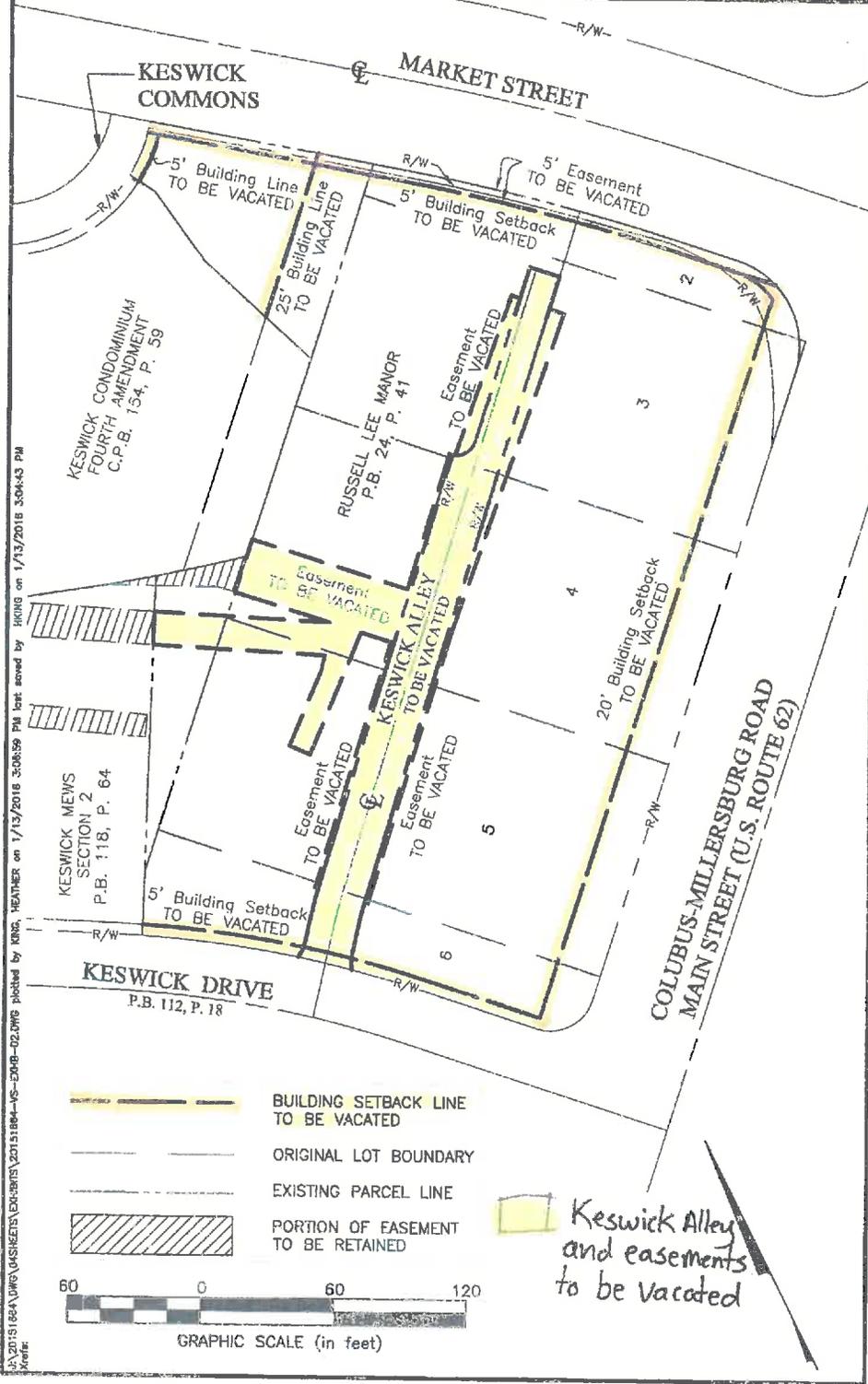
EXHIBIT

MARKET STREET, P.B. 90, P. 53
 NEW ALBANY COUNTRY CLUB SECTION 19, P.B. 101, PP. 21-22
 NEW ALBANY COUNTRY CLUB SECTION 19A, P.B. 112, PP. 18-19
 CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: January 12, 2016

Job No. 2015-1664

Scale: 1" = 60'



P:\2015\1664\DWG\ASHEETA\EXHIBITS\20151864-US-2049-02.DWG plotted by KING, HEATHER on 1/13/2016 3:08:59 PM last saved by KING on 1/13/2016 3:04:43 PM



Prepared: 2/05/2016
Introduced: 2/16/2016
Amended:
Adopted: 2/16/2016
Effective: 2/16/2016

RESOLUTION R-06-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO DECLARE CERTAIN VEHICLES AS SURPLUS PROPERTY AND DIRECTING THE SALE OF SURPLUS PROPERTY

WHEREAS, the City of New Albany, Ohio (the "City") owns the vehicles itemized on the attached Exhibit A, hereinafter referred to as "surplus property"; and

WHEREAS, upon recommendation of the City Manager, it has been determined that the surplus property is obsolete and no longer serves any municipal use by the City; and

WHEREAS, the surplus property is usable by certain individuals who would bid at auction.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of New Albany, Counties of Franklin and Licking, State of Ohio:

Section 1: That the City Manager is hereby authorized and directed to sell at auction the surplus property.

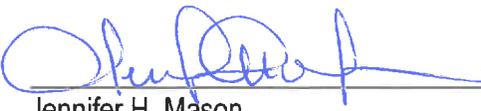
Section 2: That as directed in the Ohio Revised Code, all proceeds of the sale shall be deposited in the Municipal Treasury to the credit of the General Fund.

Section 3: Pursuant to the Article VI of the charter of the City of New Albany, this Resolution shall take effect upon passage.

CERTIFIED AS ADOPTED this 16th day of February, 2016.

Attest:


Sloan T. Spalding,
Mayor


Jennifer H. Mason,
Clerk of Council

Approved as to form:


Mitchell H. Banchefsky,
Law Director

Exhibit A

List of Vehicles declared surplus property:

<u>Department</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>	<u>Mileage</u>
Public Service	1999	Intern. Dump	4900	1HTSDAAR8XH674198	80,597
Public Service	2001	Intern. Dump	4900	1HTSDAARX1H343811	70,855
Public Service	2002	GMC Sweeper	A7000	1GDM7C1C02J515693	39,708



Prepared: 02/05/2016
Introduced: 02/16/2016
Amended:
Adopted: 2/16/2016
Effective: 2/16/2016

RESOLUTION R-07-2016

A RESOLUTION TO SUPPORT SIGNAGE STANDARDS ALONG CITY OF NEW ALBANY CORRIDORS, THE VILLAGE CENTER AND CITY GATEWAYS

WHEREAS, the desirability of New Albany as a community is directly related to the quality of the built environment; and

WHEREAS, signage along the city's corridors, within the village center and at the city's gateways should reflect the values and aesthetics of the community; and

WHEREAS, to promote uniformity and consistency of regulatory signs, the same standards should be utilized for all development within the city.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Municipality of New Albany, Counties of Franklin and Licking, State of Ohio:

SECTION 1: Regulatory signs within the New Albany Village Center shall utilize metal as the primary material. Signs outside of the Village Center should utilize wood as the primary material. Additional specifications for regulatory signage; including but not limited to, dimensions, framing, post sizes and design details, shall be followed for all development as outlined in standard drawings; which may be amended from time to time by the city engineer. Examples are set forth on Exhibits A and B.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council and that all deliberations of this Council and any decision making bodies of the Municipality of New Albany which resulted in such formal actions were in meetings open to the public or in compliance with all legal requirements of the Municipality of New Albany, Franklin and Licking Counties, Ohio

SECTION 3: Pursuant to Article 6.07 of the New Albany Charter, this Resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 16 day of FEB, 2016.

Attest:

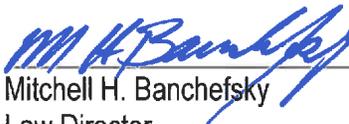


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

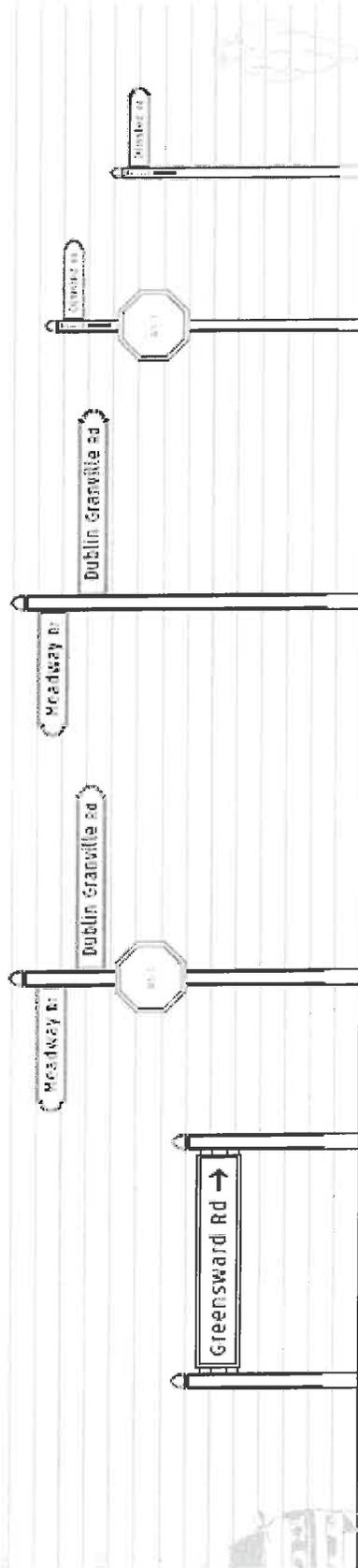
Approved as to form:



Mitchell H. Banchefsky
Law Director

Exhibit B

MUNICIPAL & REGULATORY SIGNAGE



Advance Notice Street Sign

6 x 18 Wood Posts
Color: Green Gravel
1" Greenviewway
2.5' Post

Street/In-Step Sign

6 x 6 Wood Post
Color: Green Gravel
1" Greenviewway
2.5' Post

8" x 8" x 12' Lumber
Requires very hard
to bore. Should consider
Aluminum alternative

Street Sign

6 x 6 Wood Posts
Color: Green Gravel
1" Greenviewway
2.5' Post

8" x 8" x 12' Lumber
Requires very hard
to bore. Should consider
Aluminum alternative

Street/In-Step Sign

6 x 6 Wood Posts
Color: Green Gravel
1" Greenviewway
2.5' Post

Street Sign

6 x 6 Wood Posts
Color: Green Gravel
1" Greenviewway
2.5' Post



Prepared: 2/05/2016
Introduced: 2/16/2016
Revised:
Adopted: 2/16/2016
Effective: 2/16/2016

RESOLUTION R-08-2016

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS FOR THE MAINTENANCE OF A SECTION OF MINK ROAD BETWEEN BEAVER ROAD AND WORTHINGTON ROAD

WHEREAS, Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners; and

WHEREAS, Section 301.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform or render; and

WHEREAS, the Licking County Board of Commissioners require municipalities to enter into a Road Maintenance Agreement when the annexation of land to the municipality causes a roadway or a section thereof to be divided between two political jurisdictions along its center line; and

WHEREAS, the pending annexation of approximately 73 acres of land located west of Mink Road, causes a section of Mink Road to be divided between the City of New Albany and Licking County along the center line of the roadway.

NOW, THEREFORE, BE IT RESOLVED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

SECTION 1. That the City Manager is hereby authorized to enter into a Roadway Maintenance Agreement; (substantially similar in its effect as that which is attached hereto as Exhibit A) with the Licking County Board of Commissioners.

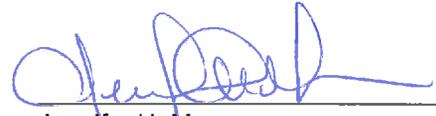
SECTION 2. Pursuant to Article 6.07 of the New Albany Charter, this Resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 16th day of February, 2016.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell Banchefsky
Law Director

AGREEMENT

FOR THE MAINTENANCE AND IMPROVEMENT OF MINK ROAD

THIS ROAD MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on this ____ day of February, 2016, by and between the City of New Albany, Ohio, an Ohio Municipal Corporation (“New Albany”) and the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio (“Licking County”). New Albany and Licking County are referred to individually herein as “Party” and collectively as “Parties.”

WITNESSETH

In consideration of the terms and conditions hereinafter stated, the Parties agree as follows:

SECTION 1: AUTHORITY

Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners.

Section 307.15 of the Ohio Revised Code provides that a Board of County Commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the Board of County Commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform, or render.

SECTION 2: PURPOSE

Mink Road is a county road located in Licking County. Pursuant to upcoming annexations of real property located in Jersey Township, Licking County to the City of New Albany, the Parties desire to address the maintenance of certain portions of Mink Road, which upon finalization of the aforementioned annexations will be adjacent to and partially within the City’s corporate boundary. Accordingly, this Agreement shall set forth the responsibility for maintenance and improvement for a portion of Mink Road by the respective Parties for the mutual benefit of all Parties and for the convenience and welfare of the public.

SECTION 3: RESPONSIBILITY OF THE PARTIES

NEW ALBANY shall be responsible for the maintenance and improvement of the portion of the Mink Road Right of Way, now and as may be altered in the future, from the southerly limits of the radius returns of the intersection of Beaver and Mink roads to the southerly limits of the radius returns of the intersection of Worthington and Mink roads. New Albany shall provide the County the opportunity to review construction plans and provide input relative to the design of the improvements within the right of way; however New Albany shall maintain final authority over the design, construction and inspection of the improvements.

NEW ALBANY shall be responsible for the operation and maintenance of all traffic control devices and street lights that exist today or will be installed in the future within the Road Maintenance Agreement area.

NEW ALBANY shall have primary responsibility for snow removal on Mink Road between Beaver Road and Worthington Road, and Licking County shall have secondary responsibility for snow removal on said section of roadway.

LICKING COUNTY shall be responsible for ditch maintenance and mowing for all of Mink Road, including the annexation area until such time as additional Mink Road Right of Way is annexed to New Albany.

Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Mink Road to other agencies.

SECTION 4: ACQUISITION OF ADDITIONAL RIGHT OF WAY

The Parties shall cooperate to acquire necessary rights of way for any project undertaken pursuant to this Agreement. Each Party shall be responsible for acquiring necessary rights of way within the bounds of their respective jurisdictions unless otherwise specified in a separate agreement. As Mink Road is designated as a county road it is understood that the Licking County Commissioners have underlying ownership of the rights of way outside of incorporated areas.

SECTION 5: NOTICE OF IMPROVEMENT

If the Licking County Engineer desires to perform maintenance or make an improvement to Mink Road that requires closing to traffic of the road, he/she shall notify the New Albany Engineer of the planned action at the earliest date practicable. The plans for the maintenance project of the improvement shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.

SECTION 6: TERM

This Agreement shall become effective on the date first written above. The term shall terminate on December 31, 2025, unless the Parties mutually agree to an extension prior to that date.

SECTION 7: TERMINATION OF AGREEMENT

For the benefit of both Parties and the convenience and welfare of the public, this Agreement shall not be terminated or suspended except that when acting for good cause, either Party may unilaterally terminate or suspend this Agreement upon filing proper notice with the other Party at least one year in advance of the effective date of termination, stating the intention of the Party to suspend or terminate the Agreement for good cause. The Agreement will automatically terminate if and at such time that the entire portion of Mink Road that is the responsibility of New Albany pursuant to this Agreement, is annexed by New Albany and is within the New

Albany corporate boundary. The Parties may mutually agree to terminate or suspend this Agreement at any time for any reason by action of both Parties.

SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS

- 10.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as provided in Section 9 of this Agreement.
- 10.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Licking County, Ohio.
- 10.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 10.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

{SIGNATURES ON THE FOLLOWING PAGE}

ATTEST:

IN EXECUTION WHEREOF, the Parties have caused this Agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

CITY OF NEW ALBANY:

SIGNATURE: _____

NAME: Joseph Stefanov

TITLE: New Albany City Manager

DATE: _____

STATE OF OHIO)
COUNTY OF LICKING) **ss:**

APPROVED AS TO FORM:

Mitchell H. Banchefsky, Law Director

LICKING COUNTY BOARD OF COMMISSIONERS:

County Commissioner

County Commissioner

County Commissioner

STATE OF OHIO)
COUNTY OF LICKING) **ss:**

APPROVED AS TO FORM:

Licking County Prosecutor's Office

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
<input checked="" type="checkbox"/>	<input type="checkbox"/>
APPROVED BY: <i>[Signature]</i>	
DATE: <i>1-14-16</i>	

EXHIBIT A.

ANNEXATION OF 74.598 ACRES

FROM: TOWNSHIP OF JERSEY
TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, in Lot 1, Quarter Township 2, and Sections 13 and 14, Quarter Township 3, Township 2, Range 15, United States Military Lands, being comprised of all of those tracts of land conveyed to MBJ Holdings, LLC by deeds of record in Instrument Numbers 201511050024177 and 201511170024864, all of those tracts of land conveyed to Lisa A. Murphy, Trustee by deed of record in Instrument Number 201601050000147, and all of that tract of land conveyed to Mink Corner Holdings LLC by deed of record in Instrument Number 201406090010252, (all references are to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Mink Street (County Road 41) with Beaver Road;

Thence South 29° 32' 02" West, with the centerline of said Mink Street, a distance of 200.50 feet to the southeasterly corner of that 2.231 acre tract conveyed to Ronald Lee and Pamela Sue Howell by deed of record in Official Record 532, Page 258, the TRUE POINT OF BEGINNING for this description;

Thence South 29° 32' 02" West, with said centerline, a distance of 193.01 feet to a point;

Thence South 27° 47' 42" West, with said centerline, a distance of 1024.74 feet to the northeasterly corner of that 0.576 acre tract conveyed as Parcel 84-WDV to Licking County by deed of record in Instrument Number 200503230008436;

Thence North 62° 17' 59" West, with the northerly line of said 0.576 acre tract, a distance of 72.90 feet to a point in the westerly right of way line of said Mink Street;

Thence South 31° 13' 30" West, with said westerly right of way line, a distance of 326.32 feet to the northwesterly corner of that 1.349 acre tract conveyed as Parcel 83-WDV to Licking County by deed of record in Instrument Number 200805160011422, the northeasterly corner of that 6.297 acre tract conveyed to Jerry Lynn Hill and Dorothy Jean Seton Hill by deed of record in Deed Book 810, Page 891;

Thence North 76° 34' 23" West, with the northerly line of said 6.297 acre tract, a distance of 719.47 feet to the northeasterly corner of that 4.882 acre tract conveyed to Wilsons Lawn care & Landscaping, LLC by deed of record in Instrument Number 201206060012508,

Thence North 83° 36' 23" West, with the northerly line of said 4.882 acre tract, a distance of 425.95 feet to the northwesterly corner thereof;

Thence South 03° 28' 44" West, with the westerly line of said 4.882 acre tract, a distance of 508.33 feet to the northeasterly corner of that 0.583 acre tract conveyed as Parcel 73-WDV to Licking County by deed of record in Instrument Number 200805160011426;

Thence North 88° 33' 16" West, with the northerly line of said 0.583 acre tract, a distance of 219.87 feet to a point in the easterly line of that 0.160 acre tract conveyed as Parcel 70-WDV to Licking County by deed of record in Instrument Number 200703150006591;

Thence North 03° 26' 31" East, with the easterly lines of said 0.160 acre tract and that 14.510 acre tract conveyed to Edward L. Bright and Debbi S. Bright by deed of record in Official Record 318, Page 627, a distance of 327.33 feet to a point;

Thence North 83° 36' 23" West, with a northerly line of said 14.510 acre tract, a distance of 31.69 feet to a point;

Thence North 02° 58' 27" East, with an easterly line of said 14.510 acre tract, a distance of 1400.53 feet to a point in the southerly line of that 162.114 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201508210017779;

Thence South 86° 45' 13" East, with said southerly line, a distance of 399.23 feet to the southeasterly corner thereof;

Thence North 02° 58' 27" East, with the easterly line of said 162.114 acre tract, a distance of 231.29 feet to a point;

ANNEXATION OF 74.598 ACRES

-2-

Thence North 03° 47' 55" East, with said easterly line, a distance of 373.00 feet to the southwesterly corner of that tract conveyed to Ray E. and Vicki D. Rasmisel by deed of record in Official Record 155, Page 296;

Thence South 86° 19' 43" East, with the southerly line of said Rasmisel tract, a distance of 691.34 feet to a point in the westerly line of that 46.81 acre tract conveyed to Mark J. Smith and Nancy J. Smith by deed of record in Instrument Number 199810210049058;

Thence South 03° 42' 26" West, with said westerly line, a distance of 373.00 feet to the southwesterly corner thereof;

Thence South 86° 19' 43" East, with the southerly line of said 46.81 acre tract, a distance of 616.51 feet to the northwesterly corner of that 1.944 acre tract conveyed to Thomas Stetzk and Pavana Stetzk by deed of record in Instrument Number 201502040063023;

Thence South 32° 40' 17" West, with the westerly lines of said 1.944 acre tract, that 1.973 acre tract conveyed to Pamela S. Howell, and said 2.231 acre tract, a distance of 480.47 feet to the southwesterly corner of said 2.231 acre tract;

Thence South 86° 19' 43" East, with the southerly line of said 2.231 acre tract, a distance of 651.97 feet to the TRUE POINT OF BEGINNING, containing 74.598 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

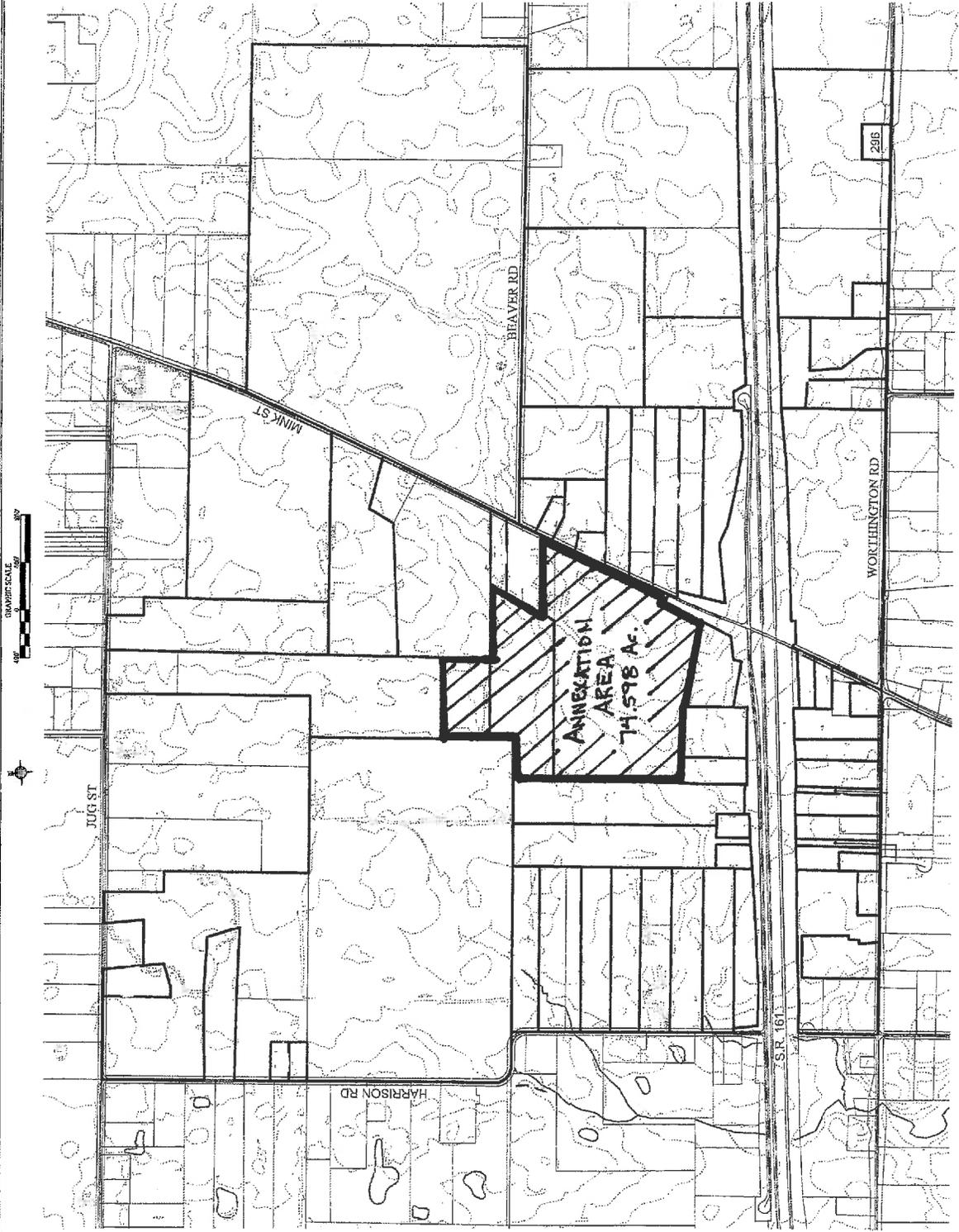
Matthew A. Kirk
Professional Surveyor No. 7865

13 Jan 16
Date

MAKkk
74.598 ac 20151443-VS-EXEP-ANNX-01.doc



EXHIBIT C





Prepared: 02/04/2016
 Introduced: 02/16/2016
 Revised:
 Adopted: 2/16/2016
 Effective: 2/16/2016

RESOLUTION R-09-2016

A RESOLUTION TO AUTHORIZE THEN AND NOW CERTIFICATES WITHIN THE GENERAL FUND AND THE CAPITAL EQUIPMENT REPLACEMENT FUND

WHEREAS, The Community Development Department received an invoice in FY 2016 from the Franklin County Board of Health for plumbing inspections performed in FY 2015; and

WHEREAS, The City Finance Director has confirmed that funds were available in the General Fund to compensate the Franklin County Board of Health; and

WHEREAS, The Public Service Department placed an order for two dump trucks in FY 2014 with an expected delivery date of late FY2015. The trucks were not built to City specifications and were refused at delivery in FY2015. The trucks were re-ordered in FY 2015; however, the funds for payment were not encumbered until FY2016; and

WHEREAS, The City Finance Director has confirmed that funds were available in the Capital Equipment Replacement Fund to compensate Stoops Freightliner and Henderson Products, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio that:

SECTION 1. Council hereby authorizes a "Then and Now" certificate pursuant to ORC 5705.41 (D) (2) to authorize payment in the amount of \$8,000.00 to the Franklin county Board of Health; and

SECTION 2. Council hereby authorizes a "Then and Now" certificate pursuant to ORC 5705.41 (D) (2) to authorize payment in the amount of \$160,000 to Stoops Freightliner and \$120,000 to Henderson Products, Inc.

CERTIFIED AS ADOPTED this 16 day of FEB, 2016.

Attest:


 Sloan T. Spalding
 Mayor


 Jennifer H. Mason
 Clerk of Council

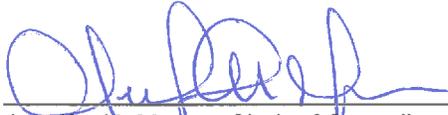
Approved as to form:



Mitchell H. Banchefsky
Law Director

**CERTIFICATION BY CLERK OF COUNCIL
OF PUBLICATION OF LEGISLATION**

I certify that copies of Resolution R-09-2016 were posted for 30 days starting on February
17, 2016.



Jennifer H. Mason, Clerk of Council

2/17/2016
Date



Prepared: 02/05/2016
Introduced: 02/16/2016
Amended:
Adopted: 2/16/2016
Effective: 2/16/2016

RESOLUTION R-10-2016

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH JERSEY TOWNSHIP

WHEREAS, the City and the Township share certain boundaries and therefore have a shared interest in the general area found south of south of SR 161, north of Morse Road, west of Harrison Road and east of the Franklin County Corporation boundary as illustrated in the exhibits of attached certain Annexation Agreement ("Agreement" or "Annexation Agreement") attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, it is anticipated that real property comprised of four (4) real estate parcels totaling approximately 75+/- acres ("Annexation Parcels") described and depicted in the exhibits of the attached Agreement, will be the subject of an annexation petition to be filed with the Licking County Commissioners soon after the Effective Date of the Agreement; and

WHEREAS, the City and the Township desire to maintain a cooperative relationship that will foster economic development on the property and to provide for public infrastructure improvements that will serve the residents and property owners of the City and Township; and

WHEREAS, the Ohio Revised Code Sections 709.021 and 709.022 establish provisions for the annexation of property that includes an annexation agreement between the City and the Township; and

WHEREAS, in furtherance of this relationship, the City and the Township desire to enter this Agreement to memorialize the terms of their mutual agreement on the procedure under which the annexation(s) of the Annexation Parcels to the City will occur in order to ensure that such annexation(s) are completed in accordance with the procedure that has been historically utilized by the City; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Council hereby authorizes the City Manager to enter into an Annexation Agreement, attached hereto as Exhibit 1, with Jersey Township regarding Annexation Parcels.

Section 2. This Agreement shall cover and be applicable only to the Annexation Parcels which are identified in the attached Agreement. The area/boundaries of the Annexation Parcels to which the Agreement applies shall not be reduced, enlarged, modified, or altered in any way except by written mutual agreement of the parties approved authorizing legislation from both the

legislative authority of the Township and the City. Any changes to the boundaries of the Annexation Parcels shall require a written amendment to the Agreement.

Section 3. On or after the Effective Date, all or part of the Annexation Parcels shall, upon proper petition(s) to and with the approval of the Licking County Board of Commissioners and acceptance of the annexation by the City, be annexed to and accepted by the City under the conditions set forth in the annexation agreement.

Section 4. Pursuant to Article 6.07 of the New Albany Charter, this Resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 16 day of February, 2016

ATTEST:


Sloan T. Spalding
Mayor

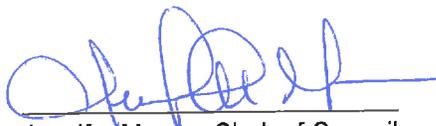

Jennifer H. Mason
Clerk of Council

APPROVED AS TO FORM:


Mitchell Banchefsky,
Law Director

CERTIFICATE OF COPY

I, Jennifer Mason, Clerk of Council of the City of New Albany, Ohio, hereby certify that this document is a true and correct copy of Resolution No. R-10-2016 passed by the Council on February 16, 2016, signed by Mayor Sloan Spalding and will become effective on February 16, 2016.


Jennifer Mason, Clerk of Council

2/17/2016
Date

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement"), is entered into as of the last date of signature below (the "Effective Date") by and between the City of New Albany, Ohio (the "City"), an Ohio Charter municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054, and the Township of Jersey, Licking County, Ohio (the "Township"), a township duly organized and validly existing under the laws of the State of Ohio having its address at 1481 Mink Street, Pataskala, Ohio 43062.

WITNESSETH:

WHEREAS, the City and the Township share certain boundaries and therefore have a shared interest in the general area found south of SR 161, north of Morse Road, west of Harrison Road and east of the Franklin County Corporation Line as illustrated in Exhibit C (the "Annexation Area"); and

WHEREAS, the City and the Township desire to maintain a cooperative relationship that will foster economic development within the Annexation Area and to provide for public infrastructure improvements that will serve the residents and property owners of the City and the Township; and

WHEREAS, in furtherance of this relationship, the City and the Township desire to enter this Agreement to memorialize the terms of their mutual agreement on the procedure under which future annexation(s) of certain properties (the "Annexation Parcels") within the Annexation Area will be annexed to the City. This Agreement will serve to ensure that such annexation(s) are completed in accordance with the procedure that has been historically utilized by the City. Said Annexation Parcels consist of approximately 75+/- acres, more fully described in Exhibits A1, A2, A3, and A4 and depicted in Exhibits B1, B2, B3, and B4, attached hereto and incorporated herein by reference; and

WHEREAS, the City desires to work in good faith with the Township in order to identify certain public infrastructure improvements that the City will construct and fund in the general vicinity of the Annexation Parcels that will serve residents and property owners in the Township and the City.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Territory Defined: This Agreement shall cover and be applicable only to the Annexation Parcels which are presently located within the boundaries of the Township. The boundaries of the Annexation Parcels shall not be reduced, enlarged, modified, or altered in any way except by written consent approved and given by the legislative authorities of both the City and the Township by means of appropriate action authorizing such reduction, enlargement, modification, or alteration. Any such changes to the boundaries of the Property shall require a written amendment to this Agreement.
2. Annexation of the Property: On or after the Effective Date, all or part of the Annexation Parcels shall, upon proper petition(s) to and with the final approval of the Licking County

Board of Commissioners (the "Commissioners"), be annexed to and accepted by the City under the conditions hereinafter set forth in this Section 2 and subject to all other conditions and limitations in this Agreement. It is anticipated that the Annexation Parcels will be the subject of an annexation petition to be filed with the Commissioners soon after the Effective Date.

- A. Procedure: Annexations of all or part of the Annexation Parcels to the City shall be filed pursuant to and comply with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, as such provisions exist on the Effective Date. It is the intention of the parties to require any petition seeking to annex all or a portion of the Annexation Parcels to the City to be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as set forth in this Section 2.A, and to prohibit the City from assisting or accepting an annexation petition concerning the Annexation Parcels which fails to comply with this requirement.
- B. Effect of Annexation: Immediately following both (i) the approval of a particular annexation petition affecting all or part of Annexation Parcels by the Commissioners and (ii) the City's acceptance into municipal boundaries of the real property affected by the petition(s), then the annexed property shall be treated and viewed with the same legal effect as if it had been approved as an annexation completed under Section 709.02 of the Ohio Revised Code. Should, at any time, any of the Annexation Parcels annexed into the City, pursuant to this Agreement, be excluded from the Township, the City shall compensate the Township as in accordance with Section 709.19 of the Ohio Revised Code.
- C. In the event that the Annexation Parcels are subject to redevelopment and associated change in use from agricultural and/or residential uses to commercial use, which results in a reduction in the total aggregate property tax revenue received by the Township from the Annexation Parcels in tax years 2016 through 2020, when compared with property tax revenue received by the Township for tax year 2015 (January 1, 2015 tax lien date) (Baseline Year), the City agrees to compensate the Township annually in an amount equal to any such aggregate reduction in said property tax revenue. In the event any of the parcels which make up the Annexation Parcels are combined with other parcels not subject to this Agreement, then in that case, the total tax property revenue received by the Township for such combined parcel(s) shall be utilized in the comparison calculation to the Baseline Year.
- D. Cooperative Efforts: Upon the filing of any annexation petition concerning all or part of the Annexation Parcels in accordance with Section 2.A of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.

3. Public Infrastructure: In addition to their agreement regarding annexations of the Annexation Parcels as provided in Section 2 above, the City and the Township desire to work cooperatively to identify new public infrastructure improvements that may be necessary to serve area in the vicinity of the Annexation Parcels. To this end, the City and the Township acknowledge that certain improvements may need to be made by the City to Beech and Worthington roads. Certain additional public infrastructure improvements also may need to be made by the City from time-to-time in the future in order to serve the area generally identified as the "New Albany International Business Campus".

The City and the Township shall make reasonable and good faith efforts to identify such public infrastructure improvements in the future as the need arises and to negotiate the specifications and parameters for such improvements. Any commitments regarding the construction and/or financing of improvements as contemplated in this Section 3 shall require the prior approval of the New Albany City Council.

4. Miscellaneous:

- A. The term of this Agreement shall commence on the Effective Date and shall terminate at 11:59 p.m. on the fiftieth (50th) anniversary of the Effective Date (the "Initial Term"). Unless the legislative authority of the City or the Township, at least ninety (90) days before the expiration of the Initial Term or any subsequent term as provided herein, acts to terminate the Agreement at the expiration of said term, this Agreement shall automatically renew for consecutive terms of twenty (20) years each, with no limit on the number of renewal terms.
- B. Notices. Any notice required to be given hereunder shall be given in writing by ordinary United States mail, postage prepaid, by nationally recognized overnight courier or by hand delivery addressed to the parties at their respective addresses as set forth below.

If to City:

The City of New Albany
Attn: Joseph Stefanov
City Manager
99 W. Main Street
New Albany, Ohio 43054
Fax: _____

If to Township:

Jersey Township Board of Trustees

Fax: _____

Notices shall be deemed received at the earlier of (i) actual hand delivery to the address of the receiving party, (ii) when received or when receipt is refused or (iii) two business days following proper deposit in the United States mail or delivery by facsimile.

- C. Entire Contract. This Agreement embodies the entire understanding among the parties with respect to the subject matter herein contemplated. Any amendments

hereto shall be in writing and shall be executed by both the City and the Township.

- D. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

[Remainder of this page intentionally blank – Signatures on following page.]

City of New Albany

By: _____
Joseph Stefanov, City Manager

Approved as to Form:

Mitchell Banchevsky,
Law Director

Jersey Township

By: _____
Derek Myers, Trustee

By: _____
Jim Endsley, Trustee

By: _____
Ed Bright, Trustee

Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBITS A1 – A4

Description of the "Annexation Parcels "

Exhibit A-1

ANNEXATION DESCRIPTION
61.2+/- ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>[Signature]</i>	
DATE: 1-11-16	

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in the Northwest Quarter of Section 16, Township 2, Range 15, United States Military Lands, and being all of the remainder of that 49 acre tract conveyed to Frank B. Searcy, Trustee of the Frank B. Searcy Living Trust dated December 23, 1998, by deed of record in Instrument Number 199907260030820, and Theresa M. Searcy, Trustee of the Theresa M. Searcy Living Trust dated December 23, 1998 by deed of record in Instrument Number 199907260030821, the remainder of that 3.580 acre tract conveyed to Rockstone Holdings LLC by deed of record in Instrument Number 201507100014280, that 3.374 acre and 0.570 acre tracts conveyed to Rockstone Holdings LLC by deed of record in Instrument Number 201507100014278, that 0.660 acre tract conveyed as Parcel 17-WDV to Board of Licking County Commissioners by deed of record in Instrument Number 200706040014111, that 0.612 acre tract conveyed as Parcel No. 13-WDV to Licking County by deed of record in Instrument Number 200508250026462, that 0.427 acre tract conveyed as Parcel No. 13-E to State of Ohio Department of Transportation by deed of record in Instrument Number 200511100036015, that 1.799 acre tract conveyed as Parcel 27-WDV to Board of Licking County Commissioners by deed of record in Instrument Number 200712140031878, that 0.499 acre tract conveyed as Parcel 28-WDV to Licking County by deed of record in Instrument Number 200608180024135, that 0.445 acre tract conveyed as Parcel 29-WDV to Board of Licking County Commissioners by deed of record in Instrument Number 200712120031620, that 0.853 acre tract conveyed as Parcel 30-WDV to Licking County by deed of record in Instrument Number 200511150036423, and part of that 2.128 acre tract conveyed as Parcel No. 7-WDV2 to Board of Commissioners of Licking County, Ohio by deed of record in Instrument Number 200510280034302 and that 0.169 acre tract conveyed as Parcel No. 7-WDV1 to Board of Commissioners of Licking County, Ohio by deed of record in Instrument Number 200510280034302 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Dublin-Granville Road (A.K.A. Worthington Road per Licking County) with Beech Road (FRA-161-23.20 & LIC-161-0.00 ODOT Plans);

Thence South 03° 15' 23" West, with the centerline of Beech Road, a distance of 198.14 feet to a point of curvature;

Thence continuing with said centerline, with the arc of a curve to the right, having a central angle of 02° 08' 30", a radius of 7639.44 feet, an arc length of 285.57 feet, a chord bearing of South 04° 19' 38" West and chord distance of 285.55 feet to a point;

Thence North 87° 00' 34" West, across said Beech Road and said 2.128 acre tract, a distance of 0.12 feet to a point on the westerly line of the existing Village of New Albany Corporation Line as established by Ordinance Number O-30-2002 of record in Instrument 200210280040677 and the southerly line of the existing City of New Albany Corporation Line as established by Ordinance Number O-13-2015, of record in Instrument Number 201506090011439, being the TRUE POINT OF BEGINNING;

Thence South 03° 08' 04" West, with said westerly Corporation Line (O-30-2002), a distance of 537.28 feet to a point in the southerly line of said 2.128 and northerly line of said 0.853 acre tract;

Thence South 86° 28' 10" East, with said Corporation Line (O-30-2002), with line common to said 2.128 and 0.853 acre tracts, across said Beech Road, a distance of 57.00 feet to a point on the easterly right-of-way line of said Beech Road, at a common corner of said 2.128 and 0.853 acre tracts, the remainder of that 7.838 acre tract conveyed to MEJ Holdings, LLC by deed of record in Instrument Number 200107180025705, and that 5.272 acre tract conveyed to Lynn E. Hamilton and Brenda E. Gerwig by deed of record in Instrument Number 201505040008274;

ANNEXATION DESCRIPTION

61.2+/- ACRES

- 2 -

Thence South 07° 13' 03" West, with said easterly right-of-way line, the common line to said 5.272 and 0.853 acre tracts, a distance of 311.11 feet to a point;

Thence South 04° 19' 40" West, continuing with said easterly right-of-way line and the line common to said 5.272 and 0.853 acre tracts, a distance of 244.19 feet to a point at a common corner of said 5.272 acre tract, said 0.853 acre tract, said 0.445 acre tract, and the remainder of that 2 acre tract conveyed to Deborah A. Bryan-Eckard by deed of record in Official Record 508, Page 350;

Thence South 02° 12' 30" West, continuing with said easterly right-of-way line, with the line common to the remainder of said 2 acre tract and said 0.445 acre tract, a distance of 319.06 feet to a point at the common corner of the remainder of said 2 acre tract, said 0.445 acre tract, said 0.169 acre tract, and the remainder of that 22.10 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200002110004512, being in said existing Corporation Line (O-30-2002);

Thence North 86° 57' 08" West, with said Corporation Line (O-30-2002), with the line common to said 0.445 and 0.169 acre tracts, across said Beech Road, a distance of 34.65 feet to a point in the original easterly right-of-way line of said Beech Road;

Thence South 03° 08' 02" West, with said Corporation Line (O-30-2002), with the original easterly right-of-way line of said Beech Road, a distance of 151.37 feet to a point in the existing City of New Albany Corporation Line as established by Ordinance Number O-11-2015 of record in Instrument Number 201506090011437;

Thence North 86° 13' 13" West, with said Corporation Line (O-11-2015), across the right-of-way of said Beech Road, with a distance of 60.00 feet to a point in the westerly right-of-way line thereof, at the common corner of said 0.499 acre tract and that 51.478 acre tract conveyed to MBJ Holdings LLC., by deed of record in Instrument Number 201501140000751;

Thence North 28° 38' 33" West, with said westerly right-of-way line, easterly line of said 51.478 acre tract and said Corporation Line (O-11-2015), a distance of 57.55 feet to a point;

Thence North 03° 58' 28" East, with said westerly right-of-way line, said Corporation Line (O-11-2015), the line common to said 51.478 and 0.499 acre tracts, a distance of 330.02 feet to a point at the common corner of the remainder of said 49 acre tract, said 1.799 acre tract, said 0.499 acre tract and said 51.478 acre tract;

Thence North 86° 36' 25" West, with the line common to said 49 and 51.478 acre tracts being the half section line of Section 16, with said Corporation Line (O-11-2015), a distance of 1775.40 feet to a point at the common corner of said 49 acre tract, and that 68.591 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200212230049294;

Thence North 02° 28' 24" East, with the line common to said 49 and 68.591 acre tracts, with said Corporation Line (O-11-2015), a distance of 1170.36 feet to a point;

Thence South 87° 00' 34" East, with the northerly line of said 49 acre tract and the southerly line of said 68.591 acre tract, with said Corporation Line (O-11-2015), a distance of 61.32 feet to a point at the common corner of said 68.591 acre tract and said 3.580 acre tract;

Thence North 03° 44' 25" East, with the westerly line of said 3.580 acre tract, the easterly line of said 68.591 acre tract and that 0.932 acre tract conveyed as Parcel No. 5-WDV to Board of Licking County Commissioners by deed of record in Instrument Number 200604260011638, with said Corporation Line (O-11-2015), a distance of 1053.49 feet to an angle point in the southerly right-of-way line of said Dublin-Granville Road (A.K.A. Worthington Road per Licking County);

Thence North 03° 40' 02" East, with the westerly line of said 0.612 and 0.427 acre tracts, the easterly line of said 0.932 acre tract and that 0.572 acre tract conveyed as Parcel No. 5-WL to State of Ohio Department of Transportation by deed of record in Instrument Number 200604260011638, across said Dublin-Granville Road (A.K.A. Worthington Road per Licking County) and partially with the southerly limited access right-of-way line of State Route 161, with said Corporation Line (O-11-

ANNEXATION DESCRIPTION
61.2+/- ACRES

- 3 -

2015), a distance of 296.24 feet to an angle point in the said southerly limited access right-of-way line, being the common corner of said 0.427 acre tract and that 0.242 acre tract conveyed as Parcel No. 13-WL to State of Ohio Department of Transportation by deed of record in Instrument Number 200508250026463, and being an angle point in the existing Village of New Albany Corporation Line as established by Ordinance Number O-34-2010, of record in Instrument Number 201101100000694;

Thence South 89° 58' 09" East, with the line common to said 0.242 and 0.427 acre tracts, with said Corporation Line (O-34-2010) and with said southerly limited access right-of-way line, a distance of 148.59 feet to a point at the common corner of said 0.242 acre tract, said 0.427 acre tract, said 0.570 acre tract, and that 0.196 acre tract conveyed as Parcel No. 17-WL to State of Ohio by deed of record in Instrument Number 200706040014111;

Thence South 86° 06' 16" East, with the line common to said 0.570 and 0.196 acre tracts, being said southerly limited access right-of-way line, with said Corporation Line (O-34-2010), a distance of 148.39 feet to a point in the existing City of New Albany Corporation Line as established by Ordinance Number O-13-2015, of record in Instrument Number 201506090011439, being the common corner of said 0.570 acre tract, said 0.196 acre tract, that 10.830 acre tract conveyed to 160 Main Street LLC by deed of record in Instrument Number 200804230009324 and that 2.528 acre tract conveyed as Parcel No. 18-WL1 to State of Ohio, Department of Transportation by deed of record in Instrument Number 200712120031622;

Thence South 03° 43' 57" West, with the easterly line of said 0.570 acre tract, said 0.660 acre tract and said 3.374 acre tract, the westerly line of said 10.830 acre tract, that 6.845 acre tract conveyed as Parcel No. 18-WDV to The Board of Licking County Commissioners by deed of record in Instrument Number 200712120031622 and that 12.131 acre tract conveyed to 160 Main Street LLC by deed of record in Instrument Number 200804230009324, across said Worthington Road, and with said Corporation Line (O-13-2015), a distance of 1355.06 feet to a point at the common corner of said 3.374 and 12.131 acre tracts, being in the northerly line of said 49 acre tract;

Thence South 87° 00' 34" East, with the northerly line of said 49 acre tract and the southerly line of said 12.131 acre tract, that 5.129 acre tract conveyed to MBI Holdings LLC by deed of record in Instrument Number 200503020006069, that 0.477 acre tract conveyed to MBI Holdings LLC by deed of record in Instrument Number 200504190011492, that 0.185 acre tract conveyed as Parcel 25-WDV to Licking County by deed of record in Instrument Number 200503020006063 and across said 2.128 acre tract, with said Corporation Line (O-13-2015), a distance of 1516.27 feet to the TRUE POINT OF BEGINNING, containing 61.2 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

1-7-2016

Joshua M. Meyer
Professional Surveyor No. 8485

Date

Exhibit A-2

ANNEXATION DESCRIPTION
9.3+- ACRES

FROM: JERSEY TOWNSHIP

TO: CITY OF NEW ALBANY

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONVENTIONAL <input type="checkbox"/>
APPROVED BY: [Signature]	
DATE: 1-5-16	

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in the Southwest Quarter of Section 16, Township 2, Range 15, United States Military Lands, and being all of the remainder of that 9.378 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 201509140019689 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Beech Road (County Road 88) with the line common to Section 16 and Section 25 of said Township 2, Range 15, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-23-2011, of record in Instrument Number 201206120012996, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-15-2015, of record in Instrument Number 201506090011435;

Thence North 03° 31' 11" East, with said centerline and said Corporation Line, a distance of 643.20 feet to a point at a common corner of said 9.378 acre tract, that 2.91 acre tract conveyed to MBI Holdings LLC., by deed of record in Instrument Number 201409160017933 and in the westerly line of that 1.9733 acre tract conveyed to Eugene Hamilton by deed of record in Instrument Number 199803250009985, being the TRUE POINT OF BEGINNING;

Thence North 86° 34' 43" West, across the westerly right-of-way line of said Beech Road, with the southerly line of said 9.378 acre tract, the northerly line of said 2.91 acre tract and that 7.284 acre tract conveyed to MBI Holdings LLC., by deed of record in Instrument Number 201407280014231, with the said Corporation Line (O-15-2015), a distance of 1660.30 feet to a point in the easterly line of that 50 acre tract conveyed to David L. Haegele and Deborah S. Haegele, Trustees by deed of record in Instrument Number 200708170021693;

Thence North 03° 17' 57" East, with the common line to said 9.378 and 50 acre tracts, a distance of 325.04 feet to a point at the common corner of said 9.378 acre tract, and that 57.212 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 200505200015068 and in the easterly line of said 50 acre tract, being in the existing Village of New Albany Corporation Line as established by Ordinance Number O-30-2002, of record in Instrument Number 200210280040677;

Thence South 86° 39' 13" East, with the line common to said 9.378 and 57.212 acre tracts, with said Corporation Line (O-30-2002), of record in Instrument Number 200210280040677, a distance of 1158.21 feet to a point at a common corner of said 9.378 acre tract and that 3.00 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 201407310014404, being in the existing City of New Albany Corporation Line as established by Ordinance Number O-14-2015, of record in Instrument Number 201506090011431;

Thence South 02° 51' 46" West, with the line common to said 9.378 and 3.00 acre tracts, with the existing Corporation Line (O-14-2015), of record in Instrument Number 201506090011431, a distance of 267.15 feet to a point at a common corner of said 9.378 and 3.00 acre tracts;

Thence South 86° 18' 36" East, with the line common to said 9.378 and 3.00 acre tracts, with said Corporation Line (O-14-2015), a distance of 500.28 feet crossing the westerly right-of-way of Beech Road to a point at a common corner of said 9.378 and 3.00 acre tracts, being in said centerline, being in said Corporation Line (O-23-2011) and the westerly line of that 27.595

ANNEXATION DESCRIPTION

9.3+/- ACRES

- 2 -

acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201108050014459;

Thence South 03° 31' 11" West, with said centerline, the line common to said 9.378, 27.595, and 1.9733 acre tracts, partially with said Corporation Line (O-23-2011), a distance of 57.08 feet to the TRUE POINT OF BEGINNING containing 9.3 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "J.M. Meyer".

1-7-2016

Joshua M. Meyer

Date

Professional Surveyor No. 8485

Exhibit A-3

ANNEXATION OF 4.0+/- ACRES

FROM: TOWNSHIP OF JERSEY
TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Sections 15 and 16, Quarter Township 3, Township 2, Range 15, United States Military Lands, and being all of that 1.529 acre tract conveyed to Dolores May Baker by deed of record in Official Record 156, Page 830, that 1.189 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201512160027175, all of that 0.977 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201411170022766, part of the remainder of that 95.493 acre tract conveyed to MBJ Holdings, LLC by deeds of record in Instrument Numbers 199912010048758, 199912010048759, 199912010048760, and 199912010048761, and part of that 80.176 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 199912010048766 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Lucille Lynd Road (formerly Worthington Road/S.R. 161) at a common corner of said Sections 15 and 16 with Sections 14 and 17 of said Quarter Township 3, Township 3, Range 15;

Thence North 86° 39' 33" West, with said centerline, with the line common to said Sections 15 and 16, a distance of 1069.56 feet to a point at the common corner of said 1.529 acre tract, and that 4.337 acre tract conveyed to Emerald Storage, LTD. by deed of record in Official Record 905, Page 64, being the TRUE POINT OF BEGINNING;

Thence South 03° 06' 27" West, with the easterly line of said 1.529 acre tract, the westerly line of said 4.337 acre tract, a distance of 440.00 feet to a point in the northerly line of that 101.539 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200005030014047 and a northerly line of the existing Village of New Albany Corporation Line as established by Ordinance Number O-30-2002, of record in Instrument 200210280040677;

Thence North 86° 39' 33" West, with the northerly line of said 101.539 acre tract, the southerly line of said 1.189 and 0.977 acre tracts, with said Corporation Line (O-30-2002), a distance of 364.49 feet to a point at the southwesterly corner of said 0.977 acre tract, being the northwesterly corner of said 101.539 acre tract, being in the easterly line of that 31.892 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 199912010048763;

Thence North 03° 14' 20" East, with said Corporation Line (O-30-2002), with the line common to said 0.977 and 31.892 acre tracts, across said Lucille Lynd Road, across the remainder of said 95.493 acre tract, a distance of 484.61 feet to a point on the southerly limited access right-of-way line of State Route 161, being on the northerly line of the remainder of said 95.493 acre tract, being on the southerly line of that 28.262 acre tract conveyed as Parcel No. 7-WL4 to State of Ohio, Department of Transportation by deed of record in Instrument Number 200510280034304;

Thence South 83° 00' 56" East, with said Corporation Line (O-30-2002), with the line common to said 28.262 acre tract and the remainder of said 95.493 acre tract, with said southerly limited access right-of-way line, a distance of 6.10 feet to a point on the westerly line of that 0.375 acre tract conveyed as Parcel No. 14-WL to State of Ohio by deed of record in Instrument Number 200712140031874, being in the westerly line of the existing Village of New Albany Corporation Line as established by Ordinance Number O-34-2010, of record in Instrument 201101100000694;

Thence South 03° 12' 02" West, with said Corporation Line (O-34-2010), with the line common to said 0.375 acre tract and the remainder of said 95.493 acre tract, across said Lucille Lynd Road, a distance of 44.65 feet to a point on the centerline of said Lucille Lynd Road, being on the northerly line of said 0.977 acre tract, and being the common corner of 0.375 and the remainder of 95.493 acre tracts;

Thence South 87° 04' 03" East, with said Corporation Line (O-34-2010), with the line common to said 0.375 and 0.977 acre tracts, and with said centerline, a distance of 59.26 feet to a point;

Thence South 86° 39' 33" East, continuing with said Corporation Line (O-34-2010), with the line common to said 0.375 and 0.977 acre tracts, and with said centerline, a distance of 6.74 feet to a point at the common corner of said 0.375 and 80.176 acre tracts;

Thence North 03° 12' 02" East, with said Corporation Line (O-34-2010), with the line common to said 0.375 and 80.176 acre tracts, across said Lucille Lynd Road, a distance of 44.36 feet to a point on the

ANNEXATION OF 4.0+/- ACRES

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northerly right-of-way line of said Lucille Lynd Road, being an angle point in said Corporation Line (O-30-2002);

Thence South 86° 46' 52" East, with said Corporation Line (O-30-2002), with said northerly right-of-way line, across said 80.176 acre tract, a distance of 291.29 feet to a point;

Thence South 03° 06' 27" West, across said 80.176 acre tract and said Lucille Lynd Road, a distance of 44.98 feet to the TRUE POINT OF BEGINNING, containing 4.0 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

Exhibit A-4

ANNEXATION OF 1.2+/- ACRES

FROM: TOWNSHIP OF JERSEY
TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Section 16, Quarter Township 3, Township 2, Range 15, United States Military Lands, and being all of those 0.033 acre tract conveyed as Parcel No. 46-WDV to Board of Licking County Commissioners by deed of record in Instrument Number 200608010022415 and that 1.333 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201310100025382 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Lucille Lynd Road (formerly Worthington Road/S.R. 161) at a common corner of said Sections 15 and 16 with Sections 14 and 17 of said Quarter Township 3, Township 3, Range 15;

Thence South 03° 06' 27" West, across said Lucille Lynd Road, with the line common to said Sections 16 and 17, a distance of 45.00 feet to the TRUE POINT OF BEGINNING;

Thence South 03° 06' 27" West, with the easterly lines of said 1.333 and 0.033 acre tract, continuing with said common section line, a distance of 395.00 feet to a point;

Thence North 86° 39' 33" West, with the southerly lines of said 1.333 and 0.033 acre tract, a distance of 132.00 feet to a point;

Thence North 03° 06' 27" East, with the westerly line of said 1.333 acre tract, a distance of 395.00 feet to a point in the southerly right-of-way line of said Lucille Lynd Road;

Thence South 86° 39' 34" East, with said southerly right-of-way line, a distance of 132.00 feet to the TRUE POINT OF BEGINNING containing 1.2 acres, more or less.

This description is for annexation purposes only and is not to be used for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date

EXHIBITS B1-B4

Depiction of the " Annexation Parcels "

ANNEXATION OF 1.2± ACRES

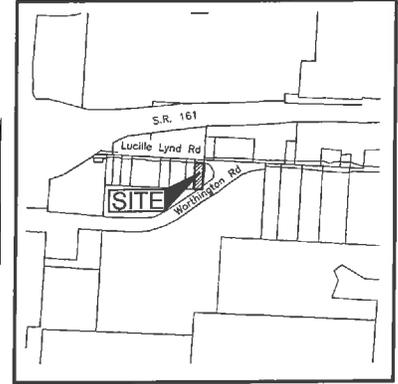
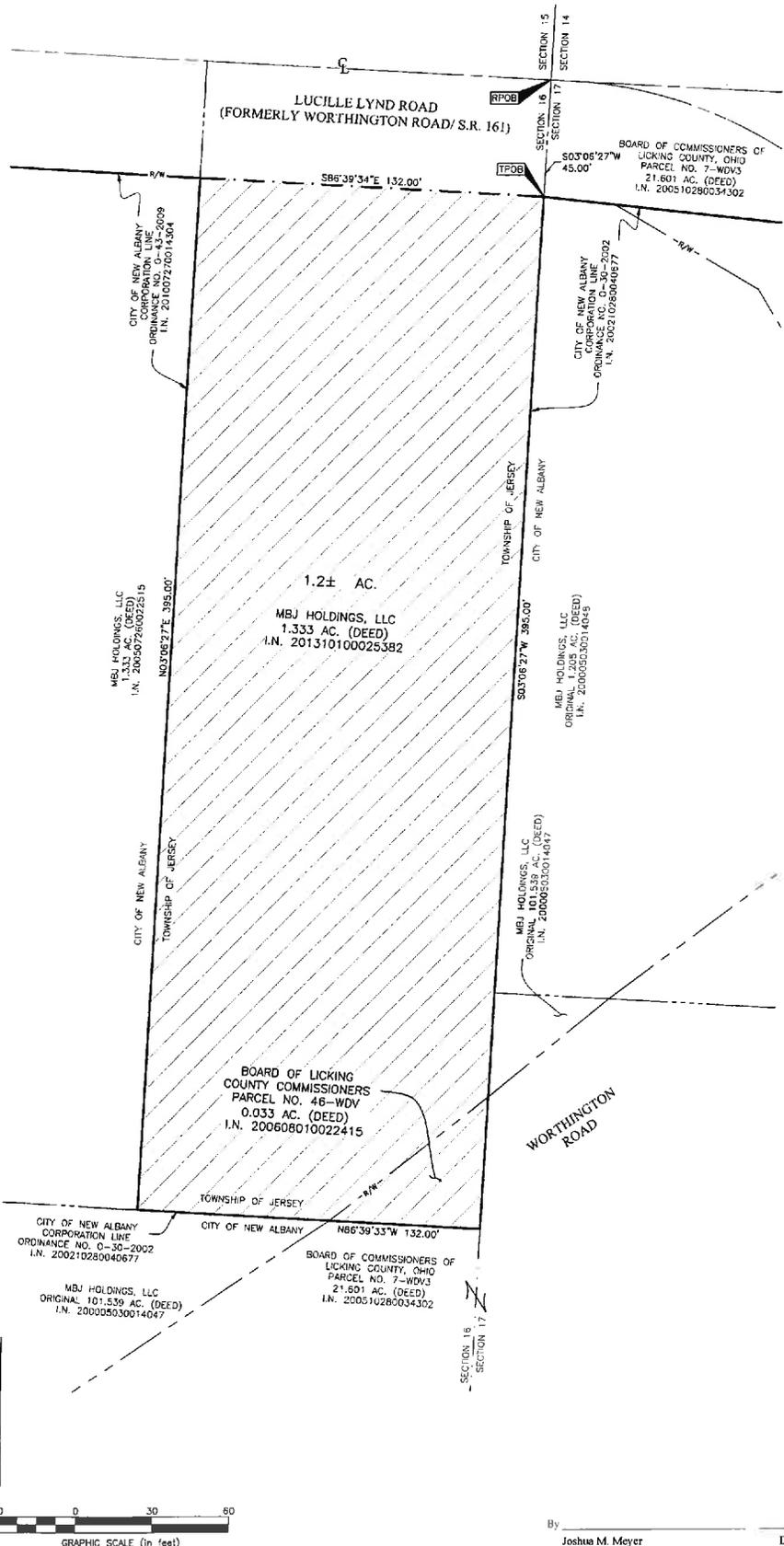
TO THE CITY OF NEW ALBANY FROM THE TOWNSHIP OF JERSEY

SECTION 16, QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY LANDS

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Exhibit B-4



LOCATION MAP AND BACKGROUND DRAWING

Not to Scale

Proposed Annexation
of 1.2± acres to the City of New Albany

The within map marked exhibit "A" and made a part of the petition of annexation filed with the Board of Commissioners of Licking County, Ohio, on _____, 20____, under Chapter 709 of the Ohio Revised Code, is submitted as an accurate map of the territory in said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

Agent for Petitioners

The Board of County Commissioners of Licking County, Ohio, having received a petition bearing the signed names and addresses of the parties interested in the annexation to the City of New Albany, Ohio, of the territory shown hereon and having given due consideration to the prayer of said petition, do hereby grant the same.

Board of Licking County Commissioners

Petition Received _____, 20____, _____ Commissioner

Petition Approved _____, 20____, _____ Commissioner

Commissioner

Transferred this ____ day of _____, 20____, upon the duplicates of this office.

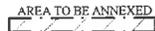
Containing _____ acres.
Transfer Fee _____ Licking County Auditor

Received for Record _____, 20____, at _____ (AM-PM) and recorded _____, 20____, in plat ordinance, petition, etc. in Plat Book Volume _____, Page _____.

Plat Fee _____
Ordinance, etc. Fee _____ Licking County Recorder

Council for the City of New Albany, Ohio, by ordinance _____ passed _____, 20____, and approved by the mayor on _____, 20____, did accept the territory shown hereon for annexation to the City of New Albany, Ohio, a municipal corporation.

Attest _____
Clerk, City of New Albany

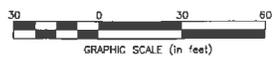


PROPOSED CITY OF NEW ALBANY CORPORATION LINE

EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 1054.00 feet, of which 922.00 feet is contiguous with the City of New Albany by Ordinance Numbers O-43-2009 and O-30-2002 giving 87% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



By _____ Date _____
Joshua M. Meyer
Professional Surveyor No. 8485

EMHT <small>Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5000 New Albany Road, Columbus, OH 43254 Phone: 614-275-4500 Fax: 614-275-3648 emht.com</small>		Date: February 10, 2016
		Scale: 1" = 30'
		Job No: 2016-0013
		Sheet: 1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION

EXHIBIT C

Description of the "Annexation Area"

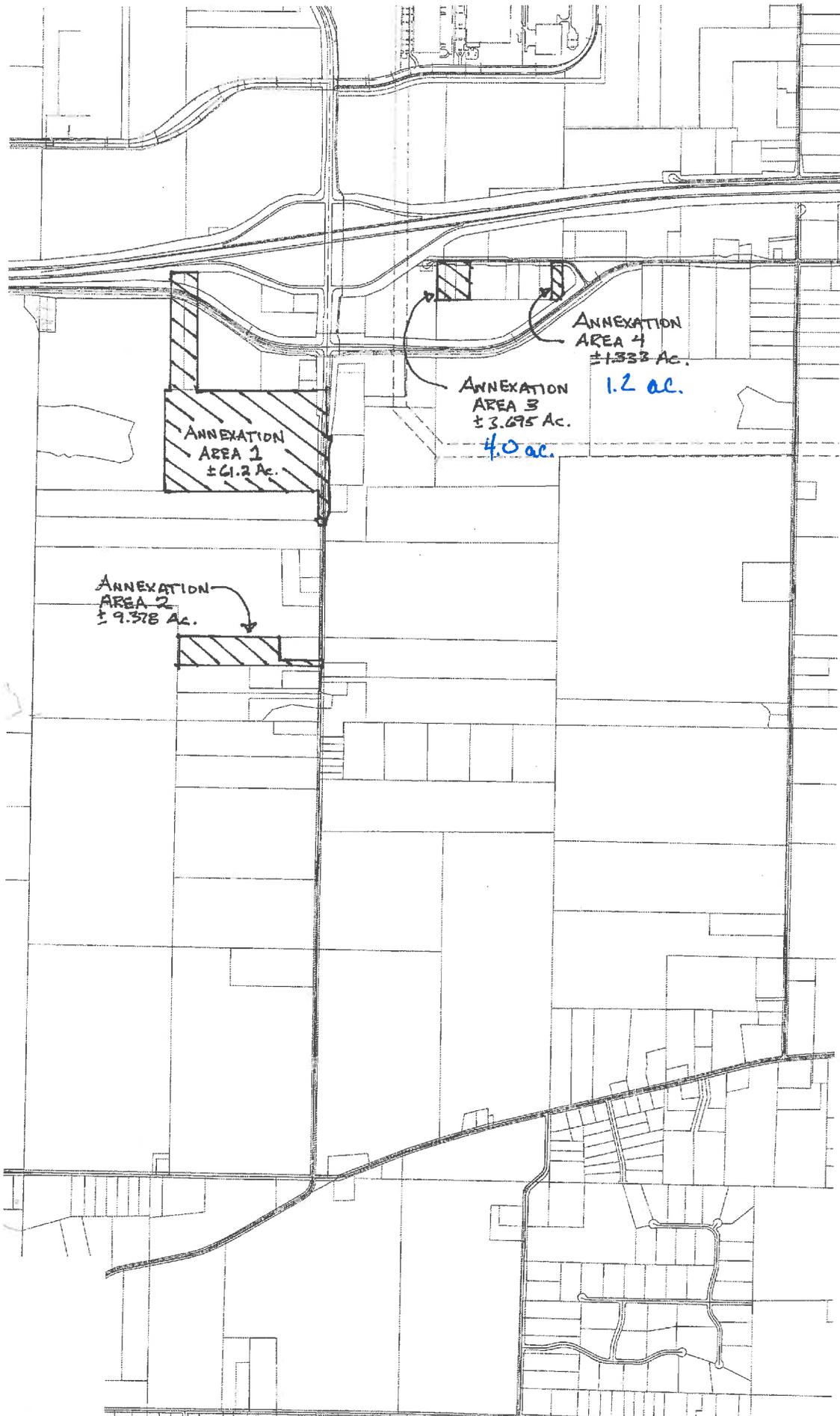


Exhibit C