



Prepared: 07/20/2016
Introduced: 08/02/2016
Revised:
Adopted: 8/2/2016
Effective: 8/2/2016

RESOLUTION R-37-2016

A RESOLUTION TO APPROVE A 0.002 ACRE EASEMENT FOR WATER TAP AND IRRIGATION LINE AT MILLBROOK FARM AT SUGAR RUN AS REQUESTED BY PULTE HOMES OF OHIO LLC

WHEREAS, a request to approve an 0.002 acre easement for a water tap and irrigation line within a parkland reserve owned by the City of New Albany at the Millbrook Farm at Sugar Run subdivision has been submitted; and

WHEREAS, the City of Columbus is requiring the easement for the purpose of constructing, operating and maintaining a water tap and irrigation line by Pulte Homes of Ohio LLC; and,

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

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 said easement for a water tap and irrigation line is attached to this Resolution as Exhibit A and made a part herein is approved.

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 City 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 City 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 2nd day of August, 2016.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director

**EXHIBIT A
To Resolution R-37-2016**

Portion above reserved for County Recorder, Engineer and Auditor's Offices Use

EASEMENT FOR WATER TAP AND IRRIGATION LINE

This easement for a water tap and an irrigation line (the "Easement") is made and entered into this ____ day of _____ 2016, by and between the **CITY OF NEW ALBANY**, an Ohio municipal corporation ("Grantor"), whose tax mailing address is 99 West Main Street, P.O. Box 188, New Albany Ohio 43054-188, and **PULTE HOMES OF OHIO LLC**, an Ohio limited liability company, ("Grantee"), whose tax mailing address is _____.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property situated in the State of Ohio, County of Franklin, City of New Albany located within Section 9, Township 2, Range 16, United States Military Lands, and being within Reserve "B" as shown on the subdivision plat of Millbrook Farm at Sugar Run, of record in Plat Book 119, Page 15 and Instrument Number 201507150095708, all being of record in the Recorder's Office, Franklin County, Ohio and;

WHEREAS, Grantee desires an approximately 0.002 acre easement for a water tap and irrigation line over those portions of the Grantor's Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area") for the purpose of constructing, operating and maintaining a water tap and irrigation line; and

WHEREAS, Grantor desires to grant a water tap and irrigation easement over the Easement Area for the benefit of Grantee upon the terms and conditions set forth in this Easement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Waterline Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement in, through, over and under the Easement Area to construct, operate and maintain a water tap and irrigation line within the Easement Area and to ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

**EXHIBIT A
To Resolution R-37-2016**

3. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

5. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

6. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective, representatives, successors, and assigns.

7. Authority. Grantor represents and warrants that it has the full right and authority to enter into this Easement and to grant the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTEE:

Pulte Homes of Ohio LLC, an Ohio Limited Liability Company

By: _____

Its: _____

Print Name: _____

GRANTOR:

City of New Albany, Ohio, an Ohio Municipal Corporation

By: _____
Joseph F. Stefanov, City Manager

Print Name: _____

{ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

**EXHIBIT A
To Resolution R-37-2016**

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said county and state, personally came Joseph F. Stefanov, City Manager of the CITY OF NEW ALBANY, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally came the above named _____, the _____, on behalf of Pulte Homes of Ohio LLC, an Ohio Limited Liability Company, Grantor in the foregoing Easement, and acknowledged the signing of the same to be his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

This Instrument Prepared By:
Mitchell Banchevsky, Law Director
City of New Albany, Ohio
99 West Main Street; P.O. Box 188
New Albany, OH 43054-18810



Prepared: 07/21/2016
Introduced: 08/02/2016
Revised:
Adopted: 8/2/2016
Effective: 8/2/2016

RESOLUTION R-38-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM EXTENDING AN EXISTING ECONOMIC DEVELOPMENT AGREEMENT WITH LIMITED STORES, LLC FOR AN ADDITIONAL FIVE YEAR TERM

WHEREAS, consistent with its Joint Economic Committee Policy approved by City Council Resolution 008-96 adopted on May 7, 1996, the city desires to encourage economic development and create and preserve jobs and employment opportunities within the city; and

WHEREAS, in 2006, the Economic Development Commission (EDC) recommended that council set aside approximately \$250,000 from the Economic Development Fund to provide economic incentives directly to companies locating within the Water's Edge I speculative office project as an inducement to specifically attract a large-scale anchor tenant; and

WHEREAS, pursuant to Resolution R-59-2009 the City entered into a five year Economic Development Agreement with Limited Stores, LLC (hereinafter, "the company") to induce the company to locate corporate headquarter offices to the Water's Edge I project, and

WHEREAS, the company has developed those offices and facilities and currently employs or directly causes to be employed in the city more than 300 individuals resulting in municipal income tax payroll withholding paid to the city in excess of \$375,000 per year; and

WHEREAS, based on the results of the company's recent comprehensive examination of workforce needs within the city, and induced by and in reliance on economic development incentives, the company is desirous of maintaining and growing its operations to maintain existing and create additional employment opportunities within the city; and

WHEREAS, extending the term of the Economic Development Agreement maximizes the incentive originally offered for the facility, maintains a corporate officer headquarters as the anchor tenant in a speculative office building and is in the best interests of the city and will benefit the economic health, safety and welfare of the city and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of New Albany, State of Ohio, Counties of Franklin and Licking, 5 of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute an addendum to the Economic Development Agreement with Limited Stores, LLC, extending its term for an additional five years.

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

CERTIFIED AS ADOPTED this 02 day of August, 2016.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director