ORDINANCE O-28-2019

AN ORDINANCE TO ACCEPT UTILITY EASEMENTS OF 3.141 ACRES AND 2.792 ACRES AND TEMPORARY CONSTRUCTION EASEMENTS OF 2.114 ACRES, 1.779 ACRES, AND 2.720 ACRES ALONG BEECH ROAD AND MORSE ROAD, AS REQUESTED BY MBJ HOLDINGS, LLC FOR THE PURPOSE OF THE CONSTRUCTION OF UTILITIES

WHEREAS, the developer, MBJ Holdings, LLC is required to grant utility and easements to accommodate future development within the area; and

WHEREAS, the City of New Albany will be the recipient (grantee) of permanent utility easements of 3.141 acres and 2.792 acres as described in the legal descriptions in Exhibit B, and temporary utility easements of 2.114 acres, 1.779 acres and 2.720 acres as described in the legal descriptions in Exhibit C all of which are depicted in the map in Exhibit A; and

WHEREAS, the city engineer has reviewed the easements and has determined this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of easements.

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

Section 1. The city manager is hereby authorized to execute the sanitary sewer easement and temporary construction easement document as described in Exhibit D accepting 3.141 acres and 2.792 acres of permanent utility easement and 2.114 acres, 1.779 acres, and 2.720 acres of temporary utility easement.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this 20th day of August, 2019.
Attest:

Slean T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director
SANITARY SEWER EASEMENT
3.141 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany and Township of
Jersey, lying in Section 25, Township 2, Range 15, United States Military District, and being on,
over, and across the remainder of that 78.359 acre tract conveyed to MBJ Holdings, LLC by
deed of record in Instrument Number 200001250002500, the remainder of that 2.366 acre tract
conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200111190041598,
the remainder of that 56.367 acre tract conveyed to MBJ Holdings, LLC by deed of record in
Instrument Number 201708040016424, and the remainder of that 0.6395 acre tract conveyed as
Parcel I, that 0.6462 acre tract conveyed as Parcel II, and that 0.1729 acre tract conveyed as
Parcel III to MBJ Holdings, LLC by deed of record in Instrument Number 201901290001691,
(all references are to the records of the Recorders Office, Licking County, Ohio, unless
otherwise noted) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Morse Road (60 feet) and
Beech Road (width varies), at a southwesterly comer of that 1.941 acre tract conveyed to the
City of New Albany by deed of record in Instrument Number ____________ , at a
southeasterly corner of that 3.791 acre tract conveyed to The City of New Albany, Ohio by deed
of record in Instrument Number 20111210024845;

Thence North 03° 34' 11" East, with the centerline of said Beech Road, with the line
common to said 1.941 acre and 3.791 acre tracts, a distance of 30.00 feet to a northwesterly
corner of said 1.941 acre tract, a northeasterly corner of said 3.971 acre tract, a southeasterly
comer of that 10.505 acre tract conveyed to The City of New Albany by deed of record in
Instrument Number 20180124001484, at a southwesterly comer of that 1.787 acre tract
conveyed to The City of New Albany by deed of record in Instrument Number
201709290020862;

Thence South 85° 40' 11" East, partly across said Beech Road and partly with
the northerly right-of-way line of said Morse Road, with the southerly lines of said 1.787 acre tract
and the remainders of said 78.359 and 2.366 acre tracts, the northerly line of said 1.941 acre
tract, a distance of 261.38 feet to a point;

Thence continuing with said northerly right-of-way line, with the northerly line of said
1.941 acre tract, the following courses and distances:

North 73° 21' 13" East, with a southerly line of the remainder of said 2.366 acre tract, a
distance of 280.37 feet to a point; and

North 71° 42' 57" East, continuing with the southerly line of said 2.366 acre tract, with a
southerly line of said 78.359 acre tract, a distance of 435.67 feet to a point;

Thence North 14° 07' 50" West, across said 78.359 acre tract, a distance of 20.05 feet to
the TRUE POINT OF BEGINNING;

Thence continuing across said MBJ Holdings, LLC tracts, the following courses and
distances:

South 79° 25' 47" West, a distance of 741.28 feet to a point;

North 48° 42' 57" West, a distance of 143.99 feet to a point;

North 03° 34' 11" East, a distance of 63.21 feet to a point;

South 48° 42' 57" East, a distance of 158.34 feet to a point;

North 79° 25' 47" East, a distance of 713.60 feet to a point;

North 71° 42' 57" East, a distance of 71.40 feet to a point;
SANITARY SEWER EASEMENT
3.141 ACRES

-2-

North 73° 31' 03" East, a distance of 137.91 feet to a point;

North 75° 33' 45" East, a distance of 617.45 feet to a point;

North 77° 11' 02" East, a distance of 377.99 feet to a point;

North 79° 30' 49" East, a distance of 286.90 feet to a point;

North 77° 35' 33" East, a distance of 110.45 feet to a point;

North 80° 45' 15" East, a distance of 237.16 feet to a point; and

North 79° 52' 01" East, a distance of 24.02 feet to a point in the line common to said
56.367 acre tract and that 6.547 acre tract conveyed as Parcel III to Anthony A, Casagrande,
Trustee by deed of record in Instrument Number 201411060022036:

Thence South 03° 45' 00" West, with said common line, a distance of 51.51 feet to a
point:

Thence across said MBI Holdings, LLC tracts, the following courses and distances:

South 80° 42' 43" West, a distance of 248.21 feet to a point;

South 77° 35' 33" West, a distance of 107.89 feet to a point;

South 79° 29' 59" West, a distance of 288.80 feet to a point;

South 77° 11' 02" West, a distance of 376.21 feet to a point;

South 75° 33' 45" West, a distance of 615.85 feet to a point;

South 72° 53' 01" West, a distance of 210.20 feet to the TRUE POINT OF BEGINNING,
containing 3.141 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

7-24-2014
# EASEMENT EXHIBIT

## SECTION 25, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY LANDS

**Of the City of New Albany & Township of Jersey, County of Licking, State of Ohio**

**Date: July 26, 2019**

**Scale: 1" = 200'**

**Job No: 2018-0714**

**Sheet 2 of 3**

**HE OTY OF NEW ALBANY SIDECAT LLC**

**TPOB-2.720 AC**

**SHEET 2 OF 3**

**MATCHLINES to SHEET 1**

**Line Table**

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**LINE BEGINS AT LOCATION:**

**GRAPHIC SCALE (in feet):**

400  | 400  | 200  | 0

**MATCHLINE:**

**SANITARY SEWER EASEMENT 2.279 AC**

**TEMPORARY EASEMENT 2.279 AC**

**P.N. 094-106926-000-000**

**P.N. 2000012500000000**

**SHEET 2 OF 3**

**EMERGENCY EXHIBIT**
EASEMENT EXHIBIT

SECTION 25, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY LANDS
CITY OF NEW ALBANY & TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: July 26, 2019
Scale: 1" = 200'
Job No: 2018-0714

MBJ HOLDINGS, LLC
56.367 AC. (DEED)
I.N. 201708040016424
P.N. 094-106686-00.000

Temporary Easement
2.144 AC.
N75°33'45"E 288.60'
N75°33'45"E 330.63'

Sanitary Sewer Easement
3.141 AC.

Morse Road (C.R. 25, 60')

Emt.png
SANITARY SEWER EASEMENT
2.792 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany and Township of Jersey, lying in Section 25, Township 2, Range 15, United States Military District, and being on, over, and across the remainder of that 78.359 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200001250002300, (all references are to the records of the Recorder's Office, Licking County, Ohio, unless otherwise noted) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Morse Road (60 feet) and Beech Road (width varies), at a southwesterly corner of that 1.941 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201702020002245; at a southeasterly corner of that 3.791 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 2018012000024845;

Thence North 03° 34' 11" East, with the centerline of said Beech Road, with the line common to said 1.941 acre and 3.791 acre tracts, a distance of 30.00 feet to a northwesterly corner of said 1.941 acre tract, a northeast corner of said 3.791 acre tract, a southeasterly corner of that 10.505 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201801240001484, at a southeasterly corner of that 1.787 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 2017092800028623;

Thence South 85° 40' 11" East, with the line common to said 1.787 acre and 1.941 acre tracts, a distance of 30.00 feet to the intersection of the easterly right-of-way line of said Beech Road and the northerly right-of-way line of said Morse Road, the westerly common corner of the remainder of said 78.359 acre tract and said 1.787 acre tract;

Thence North 03° 34' 11" East, with said easterly right-of-way line, the line common to the remainder of said 78.359 acre tract and said 1.787 acre tract, a distance of 511.41 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 34' 11" East, continuing with said easterly right-of-way line, said common line, a distance of 2084.02 feet to the common corner of the remainder of said 78.359 acre tract, said 1.787 acre tract, that 2.171 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201707240015540, and that 323.145 acre tract conveyed to Sidecat LLC by deed of record in Instrument Number 2017083100018468;

Thence South 86° 25' 49" East, with the line common to said 78.359 and 323.145 acre tracts, a distance of 50.00 feet to a point;

Thence across said 78.359 acre tract, the following courses and distances:

South 03° 34' 11" West, a distance of 2084.02 feet to a point;
South 86° 25' 50" East, a distance of 10.00 feet to a point;
South 03° 34' 11" West, a distance of 348.06 feet to a point;
North 86° 25' 49" West, a distance of 50.00 feet to a point;
North 03° 34' 11" East, a distance of 348.06 feet to a point; and
North 86° 25' 49" West, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 2.792 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

7-26-2019
# EASEMENT EXHIBIT

## SECTION 25, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY LANDS

CITY OF NEW ALBANY, TOWNSHIP OF LICKING, COUNTY OF LICKING, STATE OF OHIO

**Date:** July 26, 2019

**Job No:** 2018-0714

**Scale:** 1" = 200'

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### LINE TABLE

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**G R A P H I C SCALE (in feet)**

- 400
- 250
- 200
- 100
- 50
- 0

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**LINE TABLE**

- TDEB: 2.760 AC
- TEMPORARY EASEMENT 2.760 AC
- SANITARY SEWER EASEMENT 2.760 AC
- N/C WC NEW ALBANY

**SHEET**

- 2 OF 3

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**M/E HOLDINGS LLC**
EXHIBIT C - O-28-2019

TEMPORARY EASEMENT
2.144 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany and Township of Jersey, lying in Section 25, Township 2, Range 15, United States Military District, and being on, over, and across the remainder of that 78.359 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200001250002500, the remainder of that 56.367 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201708040016424, and the remainder of that 0.6395 acre tract conveyed as Parcel I, that 0.6462 acre tract conveyed as Parcel II, and that 0.1729 acre tract conveyed as Parcel III to MBJ Holdings, LLC by deed of record in Instrument Number 201901290001691, (all references are to the records of the Recorder's Office, Licking County, Ohio, unless otherwise noted) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Morse Road (60 feet) and Beech Road (width varies), at a southwesterly corner of that 1.941 acre tract conveyed to the City of New Albany by deed of record in Instrument Number __________, at a southeasterly corner of that 3.791 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 20111210024845:

Thence North 03° 34' 11" East, with the centerline of said Beech Road, with the line common to said 1.941 acre and 3.791 acre tracts, a distance of 30.00 feet to a northwesterly corner of said 1.941 acre tract, a northeasterly corner of said 3.971 acre tract, a southeasterly corner of that 10.505 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201801260001484, at a southwesterly corner of that 1.787 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 2017092900020862:

Thence South 85° 40' 11" East, partly across said Beech Road and partly with the northerly right-of-way line of said Morse Road, with the southerly lines of said 1.787 acre tract and the remainders of said 78.359 and 2.366 acre tracts, the northerly line of said 1.941 acre tract, a distance of 261.38 feet to a point:

Thence continuing with said northerly right-of-way line, with the northerly line of said 1.941 acre tract, the following courses and distances:

North 73° 21' 13" East, with a southerly line of the remainder of said 2.366 acre tract, a distance of 280.37 feet to a point; and

North 71° 42' 57" East, continuing with the southerly line of said 2.366 acre tract, with a southerly line of said 78.359 acre tract, a distance of 435.67 feet to a point:

Thence across said MBJ Holdings, LLC tracts, the following courses and distances:

North 14° 07' 50" West, a distance of 20.05 feet to a point;
North 72° 53' 01" East, a distance of 210.20 feet to a point;
North 75° 33' 45" East, a distance of 615.85 feet to a point;
North 77° 11' 02" East, a distance of 376.21 feet to a point;
North 79° 29' 59" East, a distance of 288.80 feet to a point;
North 77° 35' 33" East, a distance of 107.89 feet to a point; and

North 80° 42' 43" East, a distance of 248.21 feet to a point in the line common to said 56.367 acre tract and that 6.547 acre tract conveyed as Parcel III to Anthony A. Casagrande, Trustee by deed of record in Instrument Number 201411060022036:
2.144 ACRES
-2-

Thence North 03° 45' 00" East, with said common line, a distance of 51.51 feet to the TRUE POINT OF BEGINNING:

Thence across said MBJ Holdings, LLC tracts, the following courses and distances:

South 79° 52' 01" West, a distance of 24.02 feet to a point;
South 80° 45' 15" West, a distance of 237.16 feet to a point;
South 77° 35' 33" West, a distance of 110.45 feet to a point;
South 79° 30' 49" West, a distance of 286.90 feet to a point;
South 77° 11' 02" West, a distance of 377.99 feet to a point;
South 75° 33' 45" West, a distance of 617.45 feet to a point;
South 73° 31' 03" West, a distance of 137.91 feet to a point;
South 71° 42' 57" West, a distance of 71.40 feet to a point;
North 13° 50' 01" West, a distance of 50.08 feet to a point;
North 72° 54' 11" East, a distance of 207.60 feet to a point;
North 75° 33' 45" East, a distance of 330.63 feet to a point;
North 75° 33' 45" East, a distance of 288.69 feet to a point;
North 77° 11' 02" East, a distance of 379.71 feet to a point;
North 79° 30' 49" East, a distance of 287.08 feet to a point;
North 77° 35' 33" East, a distance of 111.00 feet to a point;
North 80° 45' 15" East, a distance of 238.15 feet to a point; and
North 79° 52' 01" East, a distance of 35.99 feet to a point in said common line;

Thence South 03° 45' 00" West, with said common line, a distance of 51.50 feet to the TRUE POINT OF BEGINNING, containing 2.144 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  Date
Professional Surveyor No. 8485

7-26-2019
TEMPOARY EASEMENT
1.779 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany and Township of Jersey, lying in Section 25, Township 2, Range 15, United States Military District, and being on, over, and across the remainder of that 78.359 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200001250002500 and the remainder of that 2.366 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 200111190041598, (all references are to the records of the Recorder's Office, Licking County, Ohio, unless otherwise noted) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Morse Road (60 feet) and Beech Road (width varies), at a southeasterly corner of that 1.941 acre tract conveyed to the City of New Albany by deed of record in Instrument Number ____________, at a southeasterly corner of that 3.791 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 201811210024845;

Thence North 03° 34' 11" East, with the centerline of said Beech Road, with the line common to said 1.941 acre and 3.791 acre tracts, a distance of 30.00 feet to a northwesterly corner of said 1.941 acre tract, a northeasterly corner of said 3.971 acre tract, a southeasterly corner of that 10.505 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201801240001484; at a southeasterly corner of that 1.787 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201709290020862;

Thence South 85° 40' 11" East, with the line common to said 1.787 acre and 1.941 acre tracts, a distance of 30.00 feet to the intersection of the easterly right-of-way line of said Beech Road and the northerly right-of-way line of said Morse Road, the westerly common corner of the remainder of said 78.359 acre tract and said 1.787 acre tract, the TRUE POINT OF BEGINNING;

Thence North 03° 34' 11" East, with said easterly right-of-way line, the line common to the remainder of said 78.359 acre tract and said 1.787 acre tract, a distance of 163.35 feet to a point;

Thence across said MBJ Holdings, LLC tracts, the following courses and distances:
South 86° 25' 49" East, a distance of 60.00 feet to a point;
North 03° 34' 11" East, a distance of 18.73 feet to a point;
South 48° 42' 57" East, a distance of 143.99 feet to a point;
North 79° 25' 47" East, a distance of 741.28 feet to a point; and
South 14° 07' 50" East, a distance of 20.05 feet to a point in the northerly right-of-way line of said Morse Road, the line common to the remainder of said 78.359 acre tract and said 1.941 acre tract;

Thence with said northerly right-of-way line, the northerly line of said 1.941 acre tract, the southerly lines of the remainders of said 78.359 and 2.366 acre tracts, the following courses and distances:
South 71° 42' 57" West, a distance of 435.67 feet to a point;
South 73° 21' 13" West, a distance of 280.37 feet to a point;
North 85° 40' 11" West, a distance of 231.38 feet to the TRUE POINT OF BEGINNING, containing 1.779 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

7-26-2019

JMMLD 2018
1.779 ac 20180714-VS-ESMT-SSWR-91 doc
TEMPOARY EASEMENT
2.720 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany and Township of Jersey, lying in Section 25, Township 2, Range 15, United States Military District, and being on, over, and across the remainder of that 78.359 acre tract conveyed to MB! Holdings, LLC by deed of record in Instrument Number 20001250002500, (all references are to the records of the Recorder's Office, Licking County, Ohio, unless otherwise noted) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Morse Road (60 feet) and Beech Road (width varies), at a southwesterly corner of that 1.941 acre tract conveyed to the City of New Albany by deed of record in Instrument Number ___________, at a southeasterly corner of that 3.791 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 20181121024845:

Thence North 03° 34' 11" East, with the centerline of said Beech Road, with the line common to said 1.941 acre and 3.791 acre tracts, a distance of 30.00 feet to a northwesterly corner of said 1.941 acre tract, a northeasterly corner of said 3.791 acre tract, a southeasterly corner of that 10.505 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201801240001484, at a southeasterly corner of that 1.787 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201709290026862;

Thence South 85° 40' 11" East, with the line common to said 1.787 acre and 1.941 acre tracts, a distance of 30.00 feet to the intersection of the easterly right-of-way line of said Beech Road and the northerly right-of-way line of said Morse Road, the westerly common corner of the remainder of said 78.359 acre tract and said 1.787 acre tract;

Thence North 03° 34' 11" East, with said easterly right-of-way line, the line common to the remainder of said 78.359 acre tract and said 1.787 acre tract, a distance of 2595.43 feet to the common corner of the remainder of said 78.359 acre tract, said 1.787 acre tract, that 2.171 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 201707240015540, and that 323.145 acre tract conveyed to Sidocat LLC by deed of record in Instrument Number 201708310018468;

Thence South 86° 25' 49" East, with the line common to said 78.359 and 323.145 acre tracts, a distance of 50.00 feet to the TRUE POINT OF BEGINNING;

Thence South 86° 25' 49" East, continuing with said common line, a distance of 50.00 feet to a point;

Thence across said 78.359 acre tract, the following courses and distances:

South 03° 34' 11" West, a distance of 2084.02 feet to a point;

South 86° 25' 50" East, a distance of 10.00 feet to a point;

South 03° 34' 11" West, a distance of 304.78 feet to a point;

North 48° 42' 57" West, a distance of 63.21 feet to a point;

North 03° 34' 11" East, a distance of 266.12 feet to a point;

North 86° 25' 50" West, a distance of 10.00 feet to a point;

North 03° 34' 11" East, a distance of 2084.02 feet to the TRUE POINT OF BEGINNING, containing 2.720 acres, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485
7-26-2019
EASEMENT EXHIBIT
SECTION 25, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY LANDS
CITY OF NEW ALBANY & TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: July 26, 2019
Scale: 1" = 200'
Job No: 2018-0714

MBJ HOLDINGS, LLC
78.359 AC. (DEED)
I.N. 200001250002500
P.N. 094-106926-00.000

MBJ HOLDINGS, LLC
56.367 AC. (DEED)
I.N. 201708040016424
P.N. 094-106686-00.000

TEMPORARY EASEMENT
2.144 AC.

SANITARY SEWER EASEMENT
3.141 AC.

MORSE ROAD (C.R. 25, 60')

N75°56'11"E
201.62
R/W

N75°33'45"E
330.63

N75°33'45"E
288.69

SUMMIT ROAD
N77°10'02"E
379.71

S03°45'00"W
51.51'

S03°45'00"W
51.50'

IPOB-2.144 AC.

IPOB-3.141 AC.

THE CITY OF NEW ALBANY
1.941 AC. (DEED)

114.

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SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that MBJ HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), for good and valuable consideration received from THE CITY OF NEW ALBANY, OHIO, an Ohio municipal corporation with its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and its successors and assigns a perpetual, non-exclusive easement in, over, under, across, and through the real property (the "Sanitary Sewer Easement") depicted as "Sanitary Sewer Easement" in Exhibit A, the legal description of which is set forth in Exhibit B, for the purposes of constructing, installing, operating, maintaining, repairing, and replacing a sanitary sewer line and appurtenances related thereto ("the "Improvements"), subject to the terms and conditions set forth in this instrument. Grantor further grants to Grantee a temporary, non-exclusive construction easement in, over, under, across, and through the real property (the "Temporary Easement") depicted as "Temporary Easement" in Exhibit A, the legal description of which is set forth in Exhibit C, for the purposes of constructing and installing the Improvements within the Sanitary Sewer Easement, subject to the terms and conditions set forth in this instrument. Each of Exhibit A, Exhibit B and Exhibit C are attached hereto and incorporated herein by reference.

The Sanitary Sewer Easement and the Temporary Easement burden portions of the real property (the "Property") identified as follows:

Parcel No.: Licking County Auditor's Parcel No. ____________________________

Prior Instrument Reference: Office of Recorder of Licking County (the "Recorder")
Instrument Number ____________________________

Grantee and its agents, contractors, and assigns, at no cost or expense to Grantor, shall be permitted to install, construct, operate, maintain, repair and replace the Improvements within the Sanitary Sewer Easement and to use the Temporary Easement to facilitate the initial installation and construction of the Improvements, provided that at least fifteen (15) days prior to commencing such initial installation and construction, Grantee shall deliver, to the then-owner of
the Property, a written notice of its intent to commence the installation and construction. The Improvements shall be designed in accordance with appropriate engineering standards and practices and shall be installed in accordance with plans and specifications approved by Grantee. The Improvements shall be installed and constructed in accordance with all applicable legal requirements and specifications of the City of New Albany, Ohio, and any other local, state, and federal government requirements and specifications that may be applicable. Once installed and constructed, the Improvements shall be the property of Grantee.

Grantee shall be solely responsible, at Grantee's sole expense, for obtaining all permits, approvals and authorization necessary for the construction, installation, operation, maintenance and replacement of the Improvements, including but not limited to any permits related to temporary or permanent impacts to any wetlands, streams or other condition of the Property, required under any state or federal laws and regulations. With respect to any permits relating to wetlands or streams, Grantee shall perform all work in accordance with such permits and shall restore any impacted areas as may be required under such permits and this instrument.

The term of the Temporary Easement shall commence on the date this instrument is recorded in the office of the Recorder and shall terminate automatically on the earlier of (a) the first date when the initial installation and construction of the Improvements on the Property are complete, or (b) December 31, 2025, without further action by Grantor or Grantee. Following termination of the Temporary Easement, Grantor or any other owner of the Property may request Grantee to execute and have acknowledged an instrument that serves to confirm such termination, which may be recorded with the Recorder by the party making such request at its sole cost and expense.

Grantee shall be solely responsible for operating, maintaining, repairing, and replacing the Improvements from time-to-time as Grantee deems necessary in its sole discretion, with the costs of such operation, maintenance, repair, and replacement also to be the sole responsibility of Grantee. Grantee agrees that it shall restore, repair or replace any personal property or real property that is damaged by the exercise of any rights being provided in Grantee's favor under the Sanitary Sewer Easement and/or the Temporary Easement. Such restoration, repair or replacement shall occur within a reasonable amount of time after such damage occurs and shall be undertaken so as to return the damaged personal property and/or real property to the same or substantially similar condition as existed prior to the occurrence of the damage.

Grantee shall be required to obtain, and keep in full force and effect during all times while this instrument is effective, liability insurance coverage covering all acts and omissions of Grantee or those acting for or through Grantee in amounts that are appropriate and customary for Grantee to obtain and retain for other similar easement rights that it enjoys, but, in any event, not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for property and general liability insurance. Grantee shall provide Grantor with a certificate evidencing such coverage when it is initially obtained and each time it is updated, renewed, or replaced. Grantee agrees to hold Grantor and its successors and assigns harmless up to the extent of Grantee's liability insurance coverage in the event that Grantee, and/or its employees, agents or contractors are
found to be liable in connection with their acts or omissions under the easements granted herein. It is expressly acknowledged by Grantor that Grantee is not pledging any funds other than available insurance proceeds with respect to the indemnification provided hereunder.

The Sanitary Sewer Easement and, for the term specified above, the Temporary Easement, granted hereunder shall run with and be appurtenant to the Property and shall be binding upon Grantor and Grantee and their respective successors and assigns in interest.

Grantor reserves the right to utilize the Sanitary Sewer Easement and the Temporary Easement for any and all purposes that do not unreasonably interfere with the rights granted to Grantee hereunder, as determined by Grantee in its reasonable discretion; provided, however, that no permanent structures shall be constructed within the Sanitary Sewer Easement or, during the term of the Temporary Easement, within the Temporary Easement. Specifically, and not by way of limitation, Grantor reserves the right to construct, install, maintain, repair, and replace entry drives and utility lines which cross the Sanitary Sewer Easement and the Temporary Easement.

Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Property and that Grantor has the good, right, and full power to grant the easements described herein. This instrument shall not be modified or amended except in a writing signed by the parties hereto.

[Signature pages follow]
IN WITNESS WHEREOF, Grantor, by its duly authorized signatory, has caused this Sanitary Sewer Easement and Temporary Construction Easement to be executed this ___ day of _____________, 2019.

GRANTOR:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By: ____________________________

Print Name: ______________________

Title: ____________________________

STATE OF OHIO )
COUNTY OF FRANKLIN ) SS:

BE IT REMEMBERED, that on this ___ day of ____________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came ____________________________, the ____________________________ of MBJ Holdings, LLC, a Delaware limited liability company, who acknowledged the signing thereof to be his free act and deed for and on behalf of the limited liability company.

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

__________________________
Notary Public
IN WITNESS WHEREOF, Grantee, by its duly authorized signatory, has caused this Sanitary Sewer Easement and Temporary Construction Easement to be executed this ___ day of _____________, 2019.

GRANTEE:

THE CITY OF NEW ALBANY, OHIO, an Ohio municipal corporation

By: ________________________________

Print Name: __________________________

Title: ________________________________

Approved as to Form:

By: ________________________________

Mitchell Banchefsky, Law Director

STATE OF OHIO )
COUNTY OF FRANKLIN ) SS:

BE IT REMEMBERED, that on this ___ day of _____________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came _________________, the ________________ 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

This instrument prepared by:  
MBJ Holdings, LLC  
8000 Walton Parkway, Suite 120  
New Albany, Ohio 43054  
(614) 939-8000
EXHIBIT A
Depiction of Sanitary Sewer Easement and Temporary Easement
EXHIBIT B
Legal Description of Sanitary Sewer Easement
EXHIBIT C
Legal Description of Temporary Easement
RESOLUTION R-39-2019

A RESOLUTION AFFIRMING THE RECOMMENDATIONS OF THE NEW ALBANY TAX INCENTIVE REVIEW COUNCIL FOR FRANKLIN COUNTY

WHEREAS, New Albany has the statutory authority to create various zones that provide economic development incentives, which include Enterprise Zones, Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, New Albany may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be as required to review these agreements between New Albany and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, the New Albany-Franklin County TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each tax increment finance (TIF) and community reinvestment area (CRA) agreements within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31; and

WHEREAS, the recommendations of each TIRC is required to be forwarded to council within 60 days of making the recommendation and council is required to act upon those recommendations.

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 New Albany-Franklin County Tax Incentive Review Council met on June 27, 2019.

Section 2. Council will consider the recommendations for CRA agreements made by the New Albany-Franklin County TIRC as described below:

   i. Central College – Discover Properties (Data Center): approved
   ii. Central College – PharmaForce, Inc.: approved
   iii. Central College – Nationwide Mutual Insurance (Data Center): approved
   iv. Central College – Motorists Insurance (Data Center): approved
   v. Central College – TJX, Inc. (Data Center): approved
   vi. Central College – New Albany Center of Technology (NACOT I & NACOT II): approved
   vii. Central College – PCM, Inc. (Data Center): approved
   viii. Central College – Ohio Power Company (Data Center): approved
ix. Oak Grove - New Albany Company (Tween): approved
x. Oak Grove - Abercrombie & Fitch: approved
xi. Oak Grove - Thirty-One Gifts, LLC (former Bob Evans): approved
xii. Oak Grove - Smith's Mill Ventures: approved
xiii. Oak Grove - Medical Office Building II – Equity (NAMC II): approved
xiv. Oak Grove - Commercial Vehicle Group: approved
xv. Oak Grove - Water's Edge Campus (Bldgs. I, II, & III): approved
xvi. Oak Grove - Water's Edge East (Phase I/Bldg. IV): approved
xvii. Village Center – Market Street Retail/Medical Office Building (DNA MM I) – approved
xviii. Village Center – Market Street Retail/Medical Office Building (DNA MM II) - approved

Section 3. Council accepts the recommendation for continuance of the TIF Agreements made by the New Albany-Franklin County TIRC.

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 5. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 25th day of August, 2019.

Attest:

Sloane T. Spalding, Mayor

Jennifer H. Mason, Clerk of Council

Approved as to form:

Mitchell H. Banchefs

Law Director
RESOLUTION R-40-2019

A RESOLUTION AFFIRMING THE RECOMMENDATIONS OF THE NEW ALBANY TAX INCENTIVE REVIEW COUNCIL FOR LICKING COUNTY

WHEREAS, New Albany has the statutory authority to create various zones that provide economic development incentives, which include Enterprise Zones, Community Reinvestment Areas, and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, New Albany may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be as required to review these agreements between New Albany and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, the New Albany-Licking County TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each tax increment finance (TIF) and community reinvestment area (CRA) agreements within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31; and

WHEREAS, the recommendations of each TIRC is required to be forwarded to council within 60 days of making the recommendation and council is required to act upon those recommendations.

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


Section 2. Council will consider the recommendations of the Licking County TIRC as described below:

i. Oak Grove II CRA - Ohio Power & American Electric Power Service Corp.: approved
ii. Oak Grove II CRA - Accel: approved
iii. Oak Grove II CRA - Anomatic: approved
iv. Oak Grove II CRA - Axium Plastics (PJP Holdings): approved
v. Oak Grove II CRA - Dream Industries/ Multi-Tenant Building: approved
vi. Oak Grove II CRA - VeePak Ohio: approved
vii. Oak Grove II CRA – KDC/One: approved
viii. Oak Grove II CRA - Amcor Rigid Plastics: approved
ix. Oak Grove II CRA - Distribution Land Corp.: approved
x. Oak Grove II CRA - Molineta Investments, LLC/Magnanni, Inc.: approved
xi. Oak Grove II CRA - Vadata, Inc.: approved
xii. Oak Grove II CRA - Bocchi Laboratories Ohio, LLC: approved
xiii. Oak Grove II CRA - AEP Ohio Transmission Company: approved
xiv. Oak Grove II CRA - Pizzuti Multi-Tenant Building: approved
xv. Oak Grove II CRA - CCL Label, Inc.: approved

Section 3. Council accepts the recommendation for continuance of the TIF Agreements made by the New Albany-Licking County TIRC.

Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 5. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 20th day of AUGUST, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director
RESOLUTION R-41-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SEEK FINANCIAL ASSISTANCE FROM OPWC TO FUND THE ROADWAY INFRASTRUCTURE PROJECT GENERALLY LOCATED AT REYNOLDSBURG NEW ALBANY ROAD & MARKET STREET

WHEREAS, pursuant to Article VIII, Section 2K of the Ohio Constitution, the State of Ohio is authorized to issue bonds and other obligations of the state for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law; and

WHEREAS, pursuant to Section 164.06 of the Ohio Revised Code, the District Three Public Works Integrating Committee has been created to accept, evaluate and recommend applications for state financing of capital infrastructure projects of political subdivisions in Franklin County; and

WHEREAS, pursuant to Section 164.06 of the Ohio Revised Code the Ohio Public Works Commission has been created to accept and approve applications for state financing of capital infrastructure improvement projects of political subdivisions in Franklin County; and

WHEREAS, the city has conducted a capital inventory and needs assessment and has determined that it is necessary to submit applications for financial assistance for capital infrastructure improvement projects.

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

Section 1. The city manager is hereby authorized to apply to the District Three Public Works Integrating Committee and the Ohio Public Works Commission for financial assistance for the Roadway Infrastructure Project Generally Located at Reynoldsburg New Albany Road & Market Street.

Section 2. The city manager is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance in conjunction with the recommendations of the city engineer, and approved as to form by the city law director in accordance with all authority granted to and limitations upon by the city's director of finance.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.
Section 4. Pursuant to the Article VI, Section 6.07(A) of the New Albany Charter, this resolution shall take effect upon passage.

CERTIFIED AS ADOPTED this 20th day of August, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director