ORDINANCE O-27-2019

AN ORDINANCE TO AMEND THE ACCESSORY STRUCTURE REGULATIONS FOUND IN CHAPTER 1165 “GENERAL DEVELOPMENT STANDARDS”, OF THE CITY OF NEW ALBANY, OHIO’S CODIFIED ORDINANCES

WHEREAS, city staff recently completed a comprehensive evaluation of accessory structure regulations in central Ohio communities after receiving numerous variance requests; and

WHEREAS, the accessory structure regulations found in Chapter 1165, General Development Standards, has not been updated since the adoption in 1990; and

WHEREAS, it has been found that the Codified Ordinances of the City of New Albany, Chapter 1165, needs to be amended to modernize the code to allow for design flexibility and appropriately scaled accessory structures; and

WHEREAS, the Planning Commission and Board of Zoning Appeals have expressed a desire to amend the codified ordinances of the City of New Albany to ensure the general development standards are consistent with generally accepted standards throughout central Ohio; and

WHEREAS, the Planning Commission received public input at two workshops and two public meetings in June 2019 and July 2019 for the proposed amendment to the Codified Ordinance; and

WHEREAS, the Planning Commission recommended approval of the proposed amendments to the Codified Ordinance at its meeting on July 15, 2019.

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

Section 1. That portions of Codified Ordinance Chapter 1165 “General Development Standards” be amended as set forth in Exhibit A, which depicts these amendments in red ink.

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 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 _____ day of _________________, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director
TITLE FIVE - ADDITIONAL ZONING REQUIREMENTS

CHAPTER 1165 - GENERAL DEVELOPMENT STANDARDS

Cross reference— Gasoline service station defined - see P. & Z. 1105.02; Home occupation defined - see P. & Z. 1105.02

1165.01 - DEFINITIONS

a) "Accessory structure" shall be defined as a subordinate structure or surface, located on the same lot as a principal building/structure, which is incidental to the use of the principal building/structure. Accessory structure are categorized into two groups: Detached Structures or Recreational Amenities.

b) "Architectural Features" are defined as cornices, canopies, eaves, pilasters, stairs, sills or other similar features.

c) "Building Service Features" are defined as egress window pits, mechanical pits, mechanical units and generators, and similar features.

d) "Deck" shall be defined as an accessory structure and is further defined as a horizontal platform supported by any combination of posts, beams, foundations, and/or joists with or without handrails, steps or terraces.

e) "Detached Structures" are defined as detached garages, enclosed, accessory buildings larger than 200 square feet, pool houses, and other structures not considered to be Recreational Amenities located in a residentially zoned district.

f) "Elevated surface" shall be defined as an artificial rise or elevation above the natural grade of the surrounding ground created with earth, rock, wood or other material.

g) "Recreational Amenities" are defined as buildings which are 200 square feet or less, any sized deck, patio, fireplaces, pergolas, gazebo and similar located in a residentially zoned district.

h) Side Yard shall be defined as the area measured from a side lot line to the required side yard setback line extending from the front lot line to the rear lot line.

i) "Open Sided Structure" shall be defined as a free-standing, unheated structure unenclosed except for a structural system supporting a roof, and screen panels which may be used to enclose the open spaces between structural elements. An open-sided structure includes but may not be limited to a gazebo, tent, pergola, canopy or trellis.

1165.02 BUILDING REQUIREMENTS.
a) Frontage Required. No building, structure, or improvement shall be constructed or altered unless its lot fronts on a publicly dedicated and improved street or thoroughfare within the Municipality.

b) Front Yard Requirements. All front yard space shall be maintained in accordance with at least one of the following provisions:

1. Landscaped by lawns, shrubbery, trees or other plantings. Such planting shall be maintained in a neat and orderly state.

2. In all districts, driveways may be located in front yards; if needed in rear yards, rear yard access is permitted off of alleys. In districts where single-family residences are not a permitted use, front yard setbacks may also be used for parking areas, consistent with the regulations of Chapter 1167.

c) Corner Lots. Lots fronting on more than one street shall provide the required front yard on both streets.

d) Architectural Features Encroachment. May project into a setback no more than three (3) feet with a minimum of two (2) feet maintained to any adjoining lot line.

e) Building Service Features Encroachment. May project into a setback no more than five (5) feet with a minimum of two (2) feet maintained to any adjoining lot line.

f) Rural Setbacks. All buildings should respect the setbacks of all rural designated roads established in the Village's Strategic Plan.

1165.03 - HEIGHT.

Height regulations specified in the various zoning districts shall not apply to chimneys, tanks, cupolas, domes, spires, or similar structures attached provided that the height of all structures and buildings, including those mentioned above, shall not constitute a hazard to safe landing and take-off of aircraft from an established airport.

(Ord. 27-2007. Passed 8-21-07.)

1165.04 - ACCESSORY USES OR STRUCTURES.

(a) Detached Structures. Shall comply with the following requirements:

(1) Area. For lots less than one acre, a structure may have an area up to 800 square feet; for lots between one acre and two acres, a structure may have an area up to 1,200 square feet, and for lots larger than 2 acres may have an area up to 1,600 square feet.

(2) Location.

A. Shall not project beyond any front elevation of the primary structure or located within the front yard;
B. Shall be located at least ten (10) feet from the primary structure and any other detached accessory structures situated on the same lot; and

C. Shall not be located within an easement.

D. Shall be located ten (10) feet from any side lot line.

E. Shall be located thirty (30) feet from any rear lot line.

(3) **Height.** Shall not exceed the height of the primary structure and in no case shall exceed twenty-five (25) feet in height.

(4) **Materials.** All finished roof surfaces, except for flat roofs, shall be metal, seal-tab asphalt shingles, slate or wood shingles. All other finished surfaces must be complementary to the primary structure and be wood, brick, composite siding, or any combination thereof.

(5) **Number.** Only two detached accessory structures shall be permitted as regulated by this section. Recreational Amenities are exempt from the number limitation in this section.

(6) **Lot Coverage.** All detached structures shall follow the lot coverage requirements found in the property’s PUD or residential zoning district. R-1 zoned districts shall have a maximum 20% lot coverage for accessory structures.

(7) No detached accessory structure shall be erected or constructed prior to the erection or construction of the principal or main building, except in conjunction with the same.

(b) **Recreational Amenities.** Shall comply with the following requirements:

(1) **Materials.** All finished roof surfaces, except for flat roofs, shall be metal, seal-tab asphalt shingles, and slate or wood shingles. All other finished surfaces must be wood, brick, stone, composite siding, screen, or any combination thereof.

(2) **Lighting:** Illumination of the open-sided structure exterior is prohibited. Illumination within the structure shall not exceed seventy (70) foot-candles measured at a horizontal plane three (3) feet above the finished floor.

(3) **Location.**

A. Shall not project beyond any front elevation of the primary structure or located within the front yard except an open, uncovered porch/paved terrace may project into the required front yard for distance of no greater than fourteen (14) feet.

B. Shall not be located within an easement.

C. Shall not be located nearer to any side or rear property line than ten feet (10'), except uncovered porch/paved terrace may be located up to five (5) feet away from any side or rear property line.

(4) **Height.** All Recreational Amenities are limited to one (1) story; and the height to the top of the highest roof ridge beam, or to the highest point of any other roof form, from the finished floor shall not exceed fifteen (15) feet.
(5) No recreational amenities shall be erected or constructed prior to the erection or construction of the principal or main building, except in conjunction with the same.

(6) Additional Restrictions for Recreational Amenities.

(A) Deck Restrictions. Decks shall comply with the following requirements, in addition to the requirements above in 1165.04(b):

(1) The area below a deck which exceeds more than two (2) feet above grade at any point within six (6) feet of the deck’s perimeter shall be screened;

   (a) Second story decks, which are decks with a minimum of seven (7) feet of head-room from the ground to the deck, are exempt from this requirement.

(2) Decks which encroach into the required rear yard shall have no walls or roof planes, or permanently attached benches, seats, or other structures of any kind, weatherproof or not, except a guardrail which may be up to forty-two (42) inches in height above the top of the deck. The handgrip portion of the rail shall not be more than three and one-half (3 and 1/2) inches in width, if the handgrip is flat.

(3) All decks shall be attached or contiguous to the principal structure or principal building;

(B) Open-Sided Structure Restrictions. An open-sided structure must meet the following minimum design criteria, in addition to the requirements above in 1165.04(b):

(1) Measurement: The area of all open-sided structures shall be measured post-to-post.

(2) Grading: If the open-sided structure is built on a mound, deck, or other elevated surface, the height of this elevated surface at its highest point above grade shall be added to the height of the structure to determine the overall height of the open-sided structure measured.

(3) Lot Coverage. All open sided structures shall be subject to and included in the lot coverage requirements found in the property's PUD or residential zoning district. R-1 zoned districts shall have a maximum 20% lot coverage for accessory structures.

1165.05 - MINIMUM FLOOR AREA REQUIREMENTS.

No single-family residential dwelling shall have floor area of less than one thousand two hundred (1,200) square feet. No two-family dwelling shall have floor area of less than eight hundred fifty (850) square feet for each family. No multiple family dwelling shall have a floor area of less than eight hundred (800) square feet for each family.

1165.06 - CONNECTIVITY.

The following regulations shall apply to all new development. For the purposes of this section, "new development" shall be any construction involving the replacement of an existing primary structure, construction on a site currently without a primary building or when a commercial parking area is being repaved or constructed.

(a) Sidewalks.

(1) Sidewalks are required along all public rights-of-way unless a leisure trail is required. The minimum sidewalk width shall be five (5) feet or greater as determined by the width of existing sidewalks.

(2) Sidewalks shall be constructed per the Village standard and made of concrete, brick, stone, simulated stone, or simulated brick. The design and installation of sidewalk paving materials other than concrete shall be in accordance with manufacturer recommendations and are subject to Village Engineer and Community Development Department approval. Simulated materials shall correctly simulate appearance of brick or stone.

(b) Leisure Trails.

(1) Leisure trails shall be constructed along streams and roads in accordance with the Village's Strategic Plan or as otherwise required.

(2) Leisure trails shall be asphalt and have a minimum width of eight (8) feet unless otherwise specified by the Community Development Department. All leisure trails shall be constructed per the Village standard.

(c) Fees In-Lieu of Sidewalk and Trail Construction. Where special circumstances exist for sidewalk and trail construction as required in divisions (a) and (b) of this section, a fee in-lieu may be considered according to the procedure in Section 1187.18.

(d) Where there are open spaces between buildings, excluding single-family and town homes, pedestrian connections shall be established between rear parking areas and the sidewalk in front of the building.

(Ord. 27-2007. Passed 8-21-07; Ord. 06-2009. Passed 3-17-09.)

1165.07 - HOME OCCUPATIONS.

Home occupations or professions shall be regulated as permitted, accessory, or conditional uses pursuant to Chapters 1129 through 1139. A home occupation shall comply with the following standards:

(a) The use shall be clearly incidental and secondary to residential use of the dwelling and not more than 15 percent (15%) of dwelling unit floor area is devoted to the home occupation.

(b) The home occupation shall not generate greater traffic volume than is normal for a residential neighborhood.
(c) Not more than one person, other than immediate family residing at the premises, shall be employed in such occupation.

(d) External indication of such home occupation shall be limited to one non-illuminated sign, not more than two (2) square feet, attached flat against the structure.

(e) The sale of products, stock, or commodities shall be limited to those produced on the premises.

(f) Any need for parking generated by conduct of the home occupation shall meet off-street parking requirements of this Zoning Code, and shall not be located in any front yard.

(g) No equipment or process shall be used which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to normal sense off the lot, if the occupation is conducted in a single-family residence; or outside the dwelling unit if conducted in other than a single-family residence.

(h) No home occupation shall be conducted from any accessory building on the lot.

In particular, a home occupation shall consist primarily of rendering specific personal services, such as those performed by a seamstress, member of the clergy, physician, dentist, lawyer, engineer, architect, accountant, artist, or private teacher. The home occupation shall be performed by the occupant of the premises and shall include employment of not more than one non-resident of the premises.

(Ord. 27-2007. Passed 8-21-07.)

1165.08 - GASOLINE SERVICE STATION.

Gasoline service stations, or retail establishments selling gasoline as an ancillary activity, are listed as conditional and permitted uses in the C-1, C-2, and C-3 zoning districts. In addition to the requirements of the district in which the gasoline service station is located, and other provisions of this Chapter, such establishments shall be subject to the following requirements:

(a) **Minimum Lot Size.** Twenty thousand (20,000) square feet.

(b) **Minimum Building or Structure Size.** The building shall have an enclosed area of not less than eight hundred (800) square feet if any service is offered on or from the premises other than the delivery of gasoline, diesel fuel or oil for use as vehicle fuel or lubrication. If a gasoline service station offers no service other than the delivery of gasoline, diesel fuel or oil into vehicles, the enclosed area of the building shall not be less than six hundred (600) square feet. No such limited gasoline service station may offer to provide lubrication, oil changes, repairs, or other equipment installation.

(c) **Minimum Frontage.** The lot on which a gasoline service station is located shall have frontage of not less than one hundred fifty (150) feet along a dedicated and improved street designated as not less than minor arterial status on the New Albany Thoroughfare Plan. If a gasoline service station is located on the corner of two (2) or more intersection streets, it shall have one hundred fifty (150) feet of frontage on each intersecting streets.
(d) **Location.** No gasoline service station shall be located on any lot within two hundred (200) feet of any zoning district where residences are permitted.

(e) **Setbacks.** The pump island setback in a gasoline service station, which shall be the minimum location for pumps dispensing fuel or oil products, shall be forty (40) feet from any right-of-way of any street, and forty (40) feet from any adjoining property line. Any building located on such premises shall be located not less than fifty (50) feet from the right-of-way of any street.

(f) **Driveways and Parking Areas.** Driveways and parking areas shall be paved and properly drained. The landscaping of areas along the perimeter of the lot is required, pursuant to Chapter 1171.

(g) **Parking.** Gasoline service stations shall be subject to the parking and loading provisions of Chapter 1167. In addition, no inoperable or damaged motor vehicle shall be parked outside a gasoline service station building in excess of seventy-two (72) hours. Parking areas shall be located not closer than five (5) feet to the main building.

(h) **Outside Storage.** Outside storage shall be in accordance with the following requirements:

(1) All vending machines, except ice machines and telephone booths, shall be located inside the main building.

(2) Only one permanent or one portable display rack for oil, antifreeze, or other automotive products shall be permitted on each pump island. No such rack shall be located closer than twenty-five (25) feet to the street right-of-way line or adjoining property line. All other displays or merchandise outside the main building is prohibited.

(3) All hydraulic hoists, oil pits, lubricants and greasing, and other repair equipment shall be enclosed completely within the main building.

(i) **Signs.** All signs used in connection with gasoline service stations shall be in conformance with the regulations for general retail and commercial uses as specified in Chapter 1169.

(Ord. 27-2007. Passed 8-21-07.)

1165.09 - MODEL HOME STANDARDS.

Residential model homes and temporary lot sales offices are newly-constructed homes or temporary structures placed in a newly-constructed subdivision and used by a homebuilder or developer to display home styles and lot availability in a subdivision to promote the sale of new housing units. The model home or sales office may be staffed and furnished.

(a) When making its decision to approve, disapprove or approve with conditions an application for a residential model home, the Planning Commission shall consider that the model home:

(1) Is appropriately located within the community and sited so that it is easily accessible without creating a nuisance or hazard to nearby properties.
(2) Is integrated into the residential character of the neighborhood with external lighting in conformity with customary residential lighting.

(3) Is approved with a limited duration which shall be determined by the Planning Commission after consultation with the applicant. Extensions of time may be granted by the Planning Commission, but decisions must be based on the same criteria as outlined in this section.

(4) Is identified by no more than one sign which shall be in compliance with regulations governing signage.

(5) Shall not be used as a general real estate brokerage office where the sale of properties not owned or previously owned wholly or in part by the applicant occurs.

(b) The Planning Commission shall also consider and may set conditions on the following as part of its decision to allow a residential model home:

(1) Hours of operation.

(2) Number and types of employees; and maximum number of employees to be on the site at any one time.

(3) Provisions for parking for employees and customers.

(4) Size, lighting, content and location of signage (no internally lighted signage shall be permitted).

(5) Landscaping and screening.

(6) The use of temporary sales offices (i.e., manufactured homes, mobile homes or trailers) on the site of a newly constructed subdivision shall be discouraged.

(c) In addition to the above-listed criteria for model homes, permission to occupy a temporary sales office for the purpose of home and lot sales within a newly constructed subdivision shall be granted only if the following conditions are met:

(1) Such facility is located on a main arterial roadway or highway.

(2) Such facility is substantially screened by the use of landscaping and/or mounding.

(3) Such facility shall not create a nuisance to surrounding properties.

(4) Such other conditions as the Planning Commission deems appropriate.

(5) Sales offices in trailers or mobile homes are permitted for a duration of twelve (12) months. Users of such facilities may apply to the Planning Commission for an extension of an additional twelve (12) months.

(Ord. O-08-2011. Passed 5-17-11.)
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 _______ day of ___________________, 2019.
Attest:

Sloan T. Spalding
Mayor

Approved as to form:

Mitchell H. Banchefskey
Law Director

Jennifer H. Mason
Clerk of Council
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 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 2018111210024845;

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 southwesterly 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, 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

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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 MBJ 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

Date 7-26-2014
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 200001250002500, (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 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 southwesterly 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;

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 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 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.

STATE OF OHIO
PROFESSIONAL SURVEYOR
S-8485

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date 7-26-2019
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 20170809001642, 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 2011210024845;

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, 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 remains 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
Professional Surveyor No. 8485

Date 7-26-2014

JMM: tsr
2_144 ac 20180714-VM-ESMT-SSWR-01.doc
TEMPORARY 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 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 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 20112110024845;

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 southwesterly 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 remainder 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

JMM: trw

7-26-2019
TEMPORARY 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 MBJ Holdings, LLC by deed of record in Instrument Number 200001250002500, (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 201811210024845, 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 the 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 20181240001484, at a southwesterly 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;

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 Sidecat 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

Date

Joshua M. Meyer
Professional Surveyor No. 8485

JMM: twn
2_720 ac 201800712 - S164401.doc
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
ORDINANCE O-29-2019

AN ORDINANCE TO ACCEPT A 3.730 ACRE TRACT OF LAND ALONG JUG STREET AND 4.932 ACRE TRACT OF LAND ALONG BEECH ROAD FROM MBJ HOLDINGS LLC FOR THE PURPOSE OF PUBLIC RIGHT OF WAY

WHEREAS, the tracts of land are located along the east side of Beech Road and north side of Jug Street; and

WHEREAS, the land parcels currently extend to the centerline of both Beech Road and Jug Street and have historically been served by way of a highway easement. The property owner requests to dedicate the highway easement area to the city as public right-of-way; and

WHEREAS, the city engineer has reviewed the newly created lot and commented this dedication is appropriate; and

WHEREAS, the city will benefit from this dedication of right of way.

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 accept a 3.730 acre tract of land along Jug Street and a 4.932 acre tract of land along Beech Road from MBJ Holdings LLC for the purpose of public right of way as described and depicted in Exhibit A.

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 ______ day of __________________, 2019.
Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director
LIMTED WARRANTY DEED
(O.R.C. 5302.07 - 5302.08)

KNOW ALL MEN BY THESE PRESENTS that MBJ HOLDINGS, LLC a Delaware limited liability company (the "Grantor"), for good and valuable consideration paid, grants, with limited warranty covenants, to THE CITY OF NEW ALBANY, OHIO, an Ohio municipal corporation (the "Grantee"), whose tax-mailing address is 99 West Main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

Property: Those certain 4.932± and 3.730± acre tracts situated in the City of New Albany, County of Licking, and State of Ohio and being more particularly described on Exhibit A and Exhibit A-1 (the "Property") and depicted on Exhibit B and Exhibit B-1, all of which are attached hereto and made a part hereof.

Tax Parcel Numbers: Portions of 037-111756-00.002; 037-111756-00.000; 037-111756-00.001; 037-111756-00.000; 037-111756-00.000; 037-111606-00.001; 095-111606-00.000; 095-111606-00.000; 095-112326-00.000; 095-111618-01.000; 095-111618-03.000; 095-111618-02.000; 095-111618-04.000; 095-111618-05.000; 095-112644-00.000; 095-111594-00.002; 095-111594-00.001; 095-111594-00.000; 095-112266-00.000; and 095-111342-00.000.

Prior Instrument References: Instrument Numbers 2018112800025169, 201901080000387, 201901070000273, 201901070000271, 201810160021659, 201901070000276, 201901160000963, 201901070000272, 201904010005879, 201901160000962, 201902080002506, 201811140024161, 201902080002507, 2019021300002729, 2019021300002729, 2019021300002729, 201908020015818 and 201908020015819, all of the Recorder's Office, Licking County, Ohio.

THE PROPERTY IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT-OF-WAY.

The conveyance made hereunder is subject to all covenants, conditions, easements, restrictions, reservations, and other matters of record in the Office of the Recorder, Licking County, Ohio.

[SIGNATURE AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed by its duly authorized signatory to be effective as of the _____ day of ____________, 2019.

GRANTOR:

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By: ______________________________
Printed Name: ______________________
Title: ______________________________

STATE OF OHIO )
) SS:
COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this ____ day of ____________, 2019, by ____________________________, the ___________________________ of MBJ HOLDINGS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

NOTARY PUBLIC

My Commission Expires: ______________

This instrument prepared by
and after recording return to:
MBJ Holdings, LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000
4.932 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Farm Lots 28, 29, and 30, Quarter Township 2, Township 2, Range 15, United States Military Lands, and being part of that 125.774 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901080000387, that 1.101 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901070000271, that 1 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201810160021659, that 11.868 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019010700000276, that 1.366 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019011600000963, that 10.936 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901070000272, that 1.171 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201904010005879, that 1.171 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019011600000962, that 2.05 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201902080002506, that 4.855 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201811140024161, that 42.336 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201902080002507, and those 4.447, One, and 49 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019021300002729, (all references are to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

BEGINNING at a 5/8 inch rebar found 8 inches deep at the centerline intersection of Beech Road with the easterly extension of Jug Street Road, being the southwest corner of said 125.774 acre tract and the common corner of said Farm Lot 30 and Farm Lot 31 of said Quarter Township 2, Township 2, Range 15, being in the easterly line of Farm Lot 34 of said Quarter Township 2, Township 2, Range 15;

Thence North 02° 57' 02" East, with the centerline of said Beech Road, the westerly line of said Farm Lot 30, the easterly line of said Farm Lot 34 and 35, the westerly line of said 125.774 acre tract, (passing the easterly terminus of the westerly extension of said Jug Street Road at 2.82 feet) a total distance of 1008.61 feet to a magnetic nail set;

Thence North 03° 04' 58" East, continuing with said centerline, the line common to said Farm Lots 30 and 35, the westerly line of said 125.774, 1.101, and 1 acre tracts, a distance of 740.08 feet to a magnetic nail set at the common corner of said 1 and 11.868 acre tracts, being the common corner of said Farm Lots 29, 30, and 35, and Farm Lot 36 of said Quarter Township 2, Township 2, Range 15;

Thence North 03° 19' 37" East, continuing with said centerline, the line common to said Farm Lots 29 and 36, the westerly line of said 11.868, 1.366, 10.936, 1.171, 1.171, 2.05, 4.855, 42.336, and 4.447 acre tracts, a distance of 1694.21 feet to a magnetic nail set at the common corner of said 4.447 and One acre tracts, being the common corner of said Farm Lots 28, 29, and 36, and Farm Lot 37 of said Quarter Township 2, Township 2, Range 15;

Thence North 03° 30' 21" East, continuing with said centerline, the line common to said Farm Lots 28 and 37, the westerly line of said One and 49 acre tracts, a distance of 854.10 feet to a magnetic nail set at the westerly common corner of said 49 acre tract and that 50.000 acre tract conveyed as Tract 3, Parcel 1 to Hendren One, LLC by deed of record in Instrument Number 201304180009917;

Thence South 86° 28' 35" East, across Beech Road and with the line common to said 49 and 50.000 acre tracts, a distance of 50.00 feet to an iron pin set;

Thence across said 49, One, 4.447, 42.336, 4.855, 2.05, 1.171, 1.171, 10.936, 1.366, 11.868, 1, 125.774 and 1.101 acre tracts and Jug Street Road, and with the proposed easterly right-of-way line of said Beech Road, the following courses and distances:

South 03° 30' 21" West, a distance of 853.97 feet to an iron pin set;
4.932 ACRES
- 2 -

South 03° 19' 36" West, a distance of 1694.24 feet to an iron pin set;

South 03° 04' 58" West, a distance of 739.72 feet to an iron pin set; and

South 02° 57' 02" West, a distance of 1009.06 feet to a magnetic nail set in the centerline of said Jug Street Road, being the line common to Farm Lots 30 and 31;

Thence North 86° 29' 19" West, with the centerline of said Jug Street Road, said common Farm Lot line, a distance of 50.00 feet to the POINT OF BEGINNING, containing 4.932 acres, more or less, of which 2.959 acres are within the present right-of-way of said Beech Road, and 0.014 acre is within the present right-of-way of said Jug Street Road. Of said 4.932 acres, 1.679 acres is out of said 125.774 acre tract (A.P.N. 095-111606-00.00), 0.172 acre is out of said 1.101 acre tract (A.P.N. 095-111606-00.001), 0.155 acre is out of said 1 acre tract (A.P.N. 095-112326-00.000), 0.285 acre is out of said 11.868 acre tract (A.P.N. 095-111618-01.000), 0.201 acre is out of said 1.366 acre tract (A.P.N. 095-111618-03.000), 0.142 acre is out of said 10.936 acre tract (A.P.N. 095-111618-02.000), 0.172 acre is out of said 1.171 acre tract (A.P.N. 095-111618-04.000), 0.172 acre is out of said 1.171 acre tract (A.P.N. 095-111618-05.000), 0.133 acre is out of said 2.05 acre tract (A.P.N. 095-112644-00.000), 0.316 acre is out of 4.855 acre tract (A.P.N. 095-111594-00.002), 0.236 acre is out of said 42.336 acre tract (A.P.N. 095-111594-00.001), 0.287 acre is out of said 4.447 acre tract (A.P.N. 095-111594-00.000), 0.240 acre is out of said One acre tract (A.P.N. 095-112266-00.000), 0.980 acre is out said 49 acre tract (A.P.N. 095-111342-00.000).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of Franklin County Engineering monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road, having a bearing of North 02° 57' 02" East, is designated the “basis of bearings” for this description.

This description is based on an actual field survey performed by or under the direct supervision of Heather L. King, Registered Surveyor Number 8307, in July 2018.

HEATHER L KING
PROFESSIONAL SURVEYOR
S-8307

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date

PRE-APPROVAL
LUCON COUNTY ENGINEER
APPROVED
APPROVED BY:
DATE:

HLK: sp
4_932 m 30160632-VS-BV0Y-01.doc
3.730 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Farm Lots 19 and 30, Quarter Township 2, Township 2, Range 15, United States Military Lands, and being part of that 125.774 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901080000387, that 10.01 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019010700000273, that 27.014 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201811280025169, that 4.659 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201811280025169, and those 33.1900 acre and 150.00 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Numbers Salient Geographical Information, (all references are to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

BEGINNING at a 5/8 inch rebar found at the centerline intersection of Jug Street Road with Harrison Road, being the common corner of said 150.00 acre tract and that 5.00 acre tract conveyed to Richard Lee Bando and Gwendolyn J. Bando by deed of record in Official Record 767, Page 293, and being common corner of said Farm Lot 19 and Farm Lots 14, 15 and 18 of said Quarter Township 2, Township 2, Range 15;

Thence North 86° 21' 46" West, with the centerline of said Jug Street Road, the southerly line of said 150.0000, 33.1900, 4.659, 27.014, and 125.774 acre tracts, the southerly line of said Farm Lots 19 and 30, and the northerly line of Farm Lot 18, (passing a magnetic nail found at a distance of 818.05 feet, and a 1 inch solid iron pin found at distances of 1715.77 (0.66' South) and 2041.19 feet (0.50' South)) a total distance of 2707.64 feet a 5/8 inch rebar found at the common corner of said Farm Lots 18 and 31;

Thence North 86° 29' 19" West, the centerline of said Jug Street Road, the southerly line of said 125.774 and 10.01 acre tracts, and the line common to said Farm Lots 30 and 31, (passing a magnetic nail found at a distance of 820.93 feet and a PK nail found at a distance of 1833.14 feet) a total distance of 2708.49 feet to a magnetic nail set at the common corner of the remainder of said 125.774 acre tract and that 4.932 acre tract conveyed to the City of New Albany, Ohio by deed of record in Instrument Number ____________________;

Thence North 02° 57' 02" East, across Jug Street Road, with the line common to the remainder of said 125.774 acre tract and said 4.932 acre tract, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of said Jug Street Road;

Thence South 86° 29' 19" East, with the northerly right-of-way line of Jug Street Road, across said 125.774 and 10.01 acre tracts, (passing a 5/8 inch rebar found at a distance of 1731.60) a total distance of 2708.81 feet to an iron pin set;

Thence South 86° 21' 46" East, with the northerly right-of-way line of said Jug Street Road, across said 125.774, 27.014, 4.659, 33.1900 and 150.00 acre tracts, (passing a 5/8 rebar found at a distance of 2.73 and 122.66 feet) a total distance of 2707.48 feet to an iron pin set in the line common to said 150.00 and 5.00 acre tracts;

Thence South 03° 16' 35" West, across said Jug Street Road, with the line common to said 150.00 and 5.00 acre tracts, (passing a pinch iron pipe found at a distance of 3.55 feet) a total distance of 30.00 feet to the POINT OF BEGINNING, containing 3.730 acres, more or less, of which 3.730 acres are within the present right-of-way of Jug Street Road. Of said 3.730 acre tract, 1.299 acre is part of said 150.00 acre tract (A.P.N. 095-111756-00.000), 0.288 acre is part of said 33.190 acre tract (A.P.N. 095-111756-00.002); 0.193 acre is part of said 4.659 acre tract (A.P.N. 095-111756-00.001), 0.083 acre is part of said 27.014 acre tract (A.P.N. 095-111756-01.000), 1.629 acre is part of said 125.774 acre tract (A.P.N. 095-111606-00.000), and 0.238 acre is part of said 10.01 acre tract (A.P.N. 095-111612-00.001).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.
3.730 ACRES

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of Franklin County Engineering monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road, having a bearing of North 02° 57' 02" East, is designated the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Heather L. King, Registered Surveyor Number 8307, in June 2019.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date

PRE-APPROVAL
LUCKING COUNTY ENGINEER

APPROVED

DATE

2/25/19
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SURVEY OF ACREAGE PARCEL
FARM LOTS 19 & 30, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

MBJ HOLDINGS, LLC
PARCEL II
150.00 AC. (DEED)
I.N. 20190263 (00) 00 00 00 00 00
A.P.N. 095-111756-00.000

BASIS OF BEARINGS:
The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of Franklin County Engineering monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road, having a bearing of North 02° 57' 02" East, is designated the "basis of bearings" for this survey.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

By Heather L. King
Professional Surveyor No. 8307

Date: June 27, 2019
Scale: 1" = 100'
Job No: 2019-0001

Sheet 1 of 3
ORDINANCE O-30-2019

AN ORDINANCE TO ACCEPT UTILITY AND STREETSCAPE EASEMENTS OF 4.898 ACRES ALONG BEECH ROAD AND 4.312 ACRES ALONG JUG STREET AS REQUESTED BY MBJ HOLDINGS, LLC

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

WHEREAS, the City of New Albany will be the recipient (grantee) of the utility and streetscape easements totaling 4.898 acres along Beech Road and 4.312 acres along Jug Street; and

WHEREAS, the city engineer has reviewed the easements and determined this dedication is appropriate for the accommodation of construction and maintenance for leisure trails, street trees, stormwater drainage, and private utilities; and

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

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 accept the utility and streetscapes easements of 4.898 acres and 4.312 acres as depicted on Exhibit A.

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 ______ day of __________________, 2019.
Sloan T. Spalding
Mayor

Approved as to form:

Mitchell H. Banchefsky
Law Director

Attest:

Jennifer H. Mason
Clerk of Council
UTILITY AND STREETSCAPE 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 forever, all right, title, and interest in and to a perpetual, non-exclusive easement in, over, under, across, and through the following described tracts of real property (collectively, the "Easement Area"), for the purposes of constructing, installing, operating, maintaining, repairing, and replacing (i) sanitary sewer lines and related appurtenances, (ii) water lines and related appurtenances, (iii) underground electrical lines, fiber optic or other communication lines, or empty ducts and conduits in which electric, fiber optic and other communication lines may be installed, (iv) gas lines, (v) storm drainage lines, structures, ditches, and swales, (vi) bicycle and pedestrian trails and pathways for use by the general public, (vii) landscaping, and (viii) such above-ground cabinets, boxes, pull stations, valves, switches, controls, pads, signage, and other ground-mounted equipment reasonably necessary to operate any of the foregoing (collectively, the "Improvements"): 

See description and depiction of Easement Area in Exhibit A, Exhibit B and Exhibit C attached hereto and incorporated herein by reference.

The Easement Area burdens a portion of the real property (the "Property") identified as follows:

Licking County Auditor
Parcel Numbers:

Portions of 037-111756-00.002; 037-111756-00.000; 037-111756-00.001; 037-111750-01.000; 037-111606-00.000; 037-111612-00.001; 095-111606-00.000; 095-111606-00.001; 095-111606-00.000; 095-112326-00.000; 095-111618-01.000; 095-111618-03.000; 095-111618-02.000; 095-111618-04.000; 095-111618-05.000; 095-112644-
Prior Instrument References:

Instrument Numbers 201811280025169, 201901080000387, 201901070000273, 201901070000271, 201810160021659, 201901070000276, 201901160000963, 201901070000272, 201904010005879, 201901160000962, 201902080002506, 201811140024161, 201902080002507, 201902130002729, 201902130002729, 201902130002729, 201908020015818 and 201908020015819, all of the Recorder’s Office, Licking County, Ohio.

Grantee and its agents, contractors, and assigns, at no cost or expense to Grantor, shall be permitted to install and construct the Improvements within the Easement Area. Grantee shall be permitted to assign any portion of the rights granted under this Utility and Streetscape Easement (each assignment being a “Subsequent Easement”) to relevant utility service providers to allow it or them (in addition to Grantee) to install, operate, maintain, repair and replace any Improvement(s) without further consent by Grantor or its successors and assigns, provided, however, that any Subsequent Easement shall be (i) set forth in a written instrument which is recorded and a copy of which is provided to Grantor, and (ii) specifically subject to the terms of this Utility and Streetscape Easement. 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 applicable local, state, or federal government requirements and specifications. Grantee shall be solely responsible, at Grantee’s cost and expense, for obtaining any wetlands permits or environmental permits required to install the Improvements. Once installed and constructed, the Improvements shall be the property of Grantee or Grantee’s assignee under any Subsequent Easement.

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 any real property that is damaged by the exercise of any rights being provided in its favor under this Easement. Such restoration shall occur within a reasonable amount of time after such damage occurs and shall be undertaken so as to return the damaged 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 Utility and Streetscape Easement is effective, liability insurance covering all acts and omissions of Grantee or those acting for or through Grantee in amounts that
are customary for Grantee to obtain and retain for other similar easement rights that Grantee enjoys. Grantee agrees to hold Grantor 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 this Utility and Streetscape Easement. 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. All references to “Grantee” in this paragraph shall include each assignee of Grantee under any Subsequent Easement and each such assignee shall be deemed to have made to Grantor the same commitments, covenants, agreements, and obligations with respect to its easement rights under as Subsequent Easement as Grantee has made to Grantor under this paragraph.

The easement granted hereunder shall run with and be appurtenant to the real property to which it applies and shall be binding upon Grantor and Grantee and their respective successors and assigns in interest. Grantor reserves the right to utilize the Easement Area 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 structures shall be constructed within the Easement Area. Such rights of Grantor shall include, but not be limited to, the right to install fencing and landscaping and the right to grant easements for the installation of other private or public utilities within the Easement Area, including but not limited to electric, gas, fiber optics, telephone, telecommunications, and cable. The location of any fencing, landscaping or utility easements shall be reasonably agreed upon between Grantor and Grantee. During all times in which this Utility and Streetscape Easement is effective, Grantor shall maintain liability insurance, or reasonable evidence of adequate self-insurance, covering all acts and omissions of Grantor or those acting for or through Grantor in connection with this Utility and Streetscape Easement.

Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Easement Area and that Grantor has the good, right, and full power to grant the easement described herein as it relates to such real property. This Easement shall not be modified or amended except in a writing signed by both parties hereto.

[Signature pages follow]
IN WITNESS WHEREOF, Grantor, by its duly authorized signatory, has caused this Utility and Streetscape 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 Utility and Streetscape 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 Benchefsky, 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
and after recording return to:
MBJ Holdings, LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000
EASEMENT
4.312 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Farm Lots 19 and 30, Quarter Township 2, Township 2, Range 15, United States Military Lands, and being on, over, and across the remainder of that 125.774 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019010800000387, that 10.01 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019010700000273, that 27.014 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201812800925169, that 4.659 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 20181280225169, that 33.1900 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 20181280225169, and that 150.00 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Numbers ______________ (all references are to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Jug Street Road with Harrison Road, the common corner of that 5.00 acre tract conveyed to Richard Lee Bando and Gwendolyn J. Bando by deed of record in Official Record 767, Page 293 and that 3.730 acre tract conveyed to the City of New Albany, Ohio by deed of record in Instrument Number ______________, being the common corner of said Farm Lot 19 and Farm Lots 14, 15 and 18 of said Quarter Township 2, Township 2, Range 15;

Thence North 03° 16' 35" East, across said Jug Street Road and with the line common to said 3.730 and 5.00 acre tracts, a distance of 30.00 feet to the common corner of the remainder of said 150.00 acre tract and said 3.730 acre tract, in the northerly right-of-way line of said Jug Street Road, being the TRUE POINT OF BEGINNING;

Thence North 86° 21' 46" West, with the northerly right-of-way line of said Jug Street Road, the northerly line of said 3.730 acre tract and the southerly line of the remainder of said 150.00, 33.1900, 4.659, 27.014 and 125.774 acre tracts and said 3.730 acre tract, a distance of 2707.48 feet to a point;

Thence North 86° 29' 19" West, with the northerly right-of-way line of said Jug Street Road, the northerly line of said 3.730 acre tract and the southerly line of the remainder of said 125.774 and 10.01 acre tracts and said 3.730 acre tract, a distance of 2658.81 feet to a point at the southeasterly corner of that 50 foot utility easement of record in Instrument Number ______________;

Thence across the remainder of said 125.774, 10.01, 27.014, 4.6595, 33.1900 and 150.00 acre tracts, the following courses and distances:

North 02° 57' 02" East, with the easterly line of said utility easement, a distance of 35.00 feet to a point;

South 86° 29' 19" East, a distance of 2659.19 feet to a point; and

South 86° 21' 46" East, a distance of 2707.30 feet to a point in the line common to the remainder of said 150.00 acre tract and said 5.00 acre tract, being the line common to said Farm Lots 14 and 19;

Thence South 03° 16' 35" West, with said common lines, a distance of 35.00 feet to the TRUE POINT OF BEGINNING, containing 4.312 acres, more or less.

STATE OF OHIO

HEATHER
KING
S-8307

Professional Surveyor No: 8307

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King

Date 7/19/19
EASEMENT
FARM LOTS 19 & 30, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

MBJ HOLDINGS, LLC
PARCEL I
33.1900 AC. (DEED)
I.N. 201908020015819 and 201908020015819
A.P.N. 037-111756-00.002

MBJ HOLDINGS, LLC
PARCEL II
150.00 AC. (DEED)
I.N. 201908020015818 and 201908020015820
A.P.N. 037-111756-00.000

MATCH LINE "A"

CITY OF NEW ALBANY, OHIO
3.730 AC. (DEED)
I.N. ____________

CITY OF NEW ALBANY, OHIO
4.332 AC. (DEED)
I.N. ____________

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HEATHER L. KING
Professional Surveyor No. 8307

Date: June 28, 2019
Scale: 1" = 100'
Job No: 2019-0001

Sheet 1 of 3
EASEMENT
4.898 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Farm Lots 28, 29, and 30, Quarter Township 2, Township 2, Range 15, United States Military Lands, and being part of that 125.774 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901080000387, that 1.101 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901070000271, that 1 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201810160021659, that 11.868 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901070000276, that 1.366 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901160000963, that 10.936 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901070000272, that 1.171 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 2019040100005879, that 1.171 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201901160000962, that 2.05 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201902080002506, that 4.855 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201811140024161, that 42.336 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201902080002507, and those 4.447, One, and 49 acre tracts conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 201902130002729, (all references are to the records of the Recorder's Office, Licking County, Ohio) being more particularly described as follows:

BEGINNING at the centerline intersection of Beech Road with the easterly extension of Jug Street Road, being the southwest corner of that 4.932 acre tract conveyed to the City of New Albany, Ohio by deed of record in Instrument Number ___________ and the common corner of said Farm Lot 30 and Farm Lot 31 of said Quarter Township 2, Township 2, Range 15, being in the easterly line of Farm Lot 34 of said Quarter Township 2, Township 2, Range 15;

Thence South 86° 29' 19" East, with the centerline of said Jug Street Road, the southerly line of said 4.932 acre tract and the line common to said Farm Lots 30 and 31, a distance of 50.00 feet to a point at the southwesterly corner of that 3.730 acre tract conveyed to the City of New Albany, Ohio by deed of record in Instrument Number ___________:

Thence North 02° 57' 02" East, across said Jug Street Road, with the line common to said 4.932 and 3.730 acre tracts, a distance of 30.00 feet to the intersection of the easterly right-of-way line of Beech Road with the northerly right-of-way line of said Jug Street Road, being the TRUE POINT OF BEGINNING;

Thence with the easterly right-of-way line of Beech Road, the easterly line of said 4.932 acre tract and the westerly line of said the remainder of said 125.774, 1.101, 1, 11.868, 1.366, 10.936, 1.171, 1.171, 2.05, 4.855, 42.336, 4.447, One and 49 acre tracts, the following courses and distances:

North 02° 57' 02" East, a distance of 979.05 feet to a point;

North 03° 04' 58" East, a distance of 739.72 feet to a point in the line common to said Farm Lots 29 and 30;

North 03° 19' 36" East, a distance of 1694.24 feet to a point in the line common to said Farm Lots 28 and 39; and

North 03° 30' 21" East, a distance of 853.97 feet to the corner common of said 4.932 acre tract and the remainder of said 49 acre tract, in the southerly line of that 50.00 acre tract conveyed to Hendren One, LLC by deed of record in Instrument Number 201304180009917;

Thence South 86° 28' 35" East, with the line common to the remainder of said 49 acre tract and said 50.00 acre tract, a distance of 50.00 feet to a point;
EASEMENT
4.898 ACRES

Thence across the remainder of said 49, One, 4.447, 42.336, 4.855, 2.05, 1.171, 1.171, 10.936, 1.366, 11.868, 1, 125.774 and 1.101 acre tracts, the following courses and distances:

South 03° 30' 21" West, a distance of 853.90 feet to a point;

South 03° 19' 36" West, a distance of 1694.06 feet to a point;

South 03° 04' 58" West, a distance of 739.56 feet to a point; and

South 02° 57' 02" West, a distance of 979.47 feet to a point in the southerly line of the remainder of said 125.774 acre tract and the northerly right-of-way line of said Jug Street Road;

Thence North 85° 29' 19" West, with the northerly right-of-way line of Jug Street Road and the southerly line of the remainder of said 125.774 acre tract, a distance of 50.00 feet the TRUE POINT OF BEGINNING, containing 4.898 acres, more or less.

Evans, Mechwart, Hambleton & Tilton, Inc.

Heather L. King
Professional Surveyor No. 8307

Date
ORDINANCE O-31-2019

AN ORDINANCE TO ACCEPT WATER LINE, SANITARY SEWER, STREET AND STORM SEWER IMPROVEMENTS AND APPURTENANCES THERETO FOR THE COURTYARDS AT NEW ALBANY, PHASE 1B, AS REQUESTED BY EPCON COMMUNITIES

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 The Courtyards at New Albany, Phase 1B, have been completed to the standards set by Ordinance 77-97 as amended; and

WHEREAS, a two-year maintenance bond in the amount of $199,510 an engineering inspection fee deposit in the amount of $3,491, and a five-year settlement bond of $44,000 will be provided by the applicant 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 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 September 30, 2019.

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 _______ day of __________________, 2019.
Attest:

Sloan T. Spalding  
Mayor

Jennifer H. Mason  
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky  
Law Director
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 (Bidgs. 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 ______ day of __________________, 2019.

Attest:

_________________________ ____________________________
Sloan T. Spalding Jennifer H. Mason
Mayor Clerk of Council

Approved as to form:

_________________________
Mitchell H. Banchefsky
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  
xii. Oak Grove II CRA - Vadata, Inc.: approved  
xiii. Oak Grove II CRA - Bocchi Laboratories Ohio, LLC: approved  
xiv. Oak Grove II CRA - AEP Ohio Transmission Company: approved  
xv. Oak Grove II CRA - Pizzuti Multi-Tenant Building: approved  
xvi. 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 ______ day of ___________________ 2019.

Attest:

________________________________________  
Sloan T. Spalding  
Mayor

________________________________________  
Jennifer H. Mason  
Clerk of Council

Approved as to form:

________________________________________  
Mitchell H. Banchefskey  
Law Director
RESOLUTION R-41-2019

AUTHORIZING THE CITY MANAGER TO SEEK FINANCIAL ASSISTANCE FROM OPWC FOR FUNDING 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 ______ day of ____________________, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director