



ORDINANCE O-26-2020

ANNUAL APPROPRIATION ORDINANCE

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NEW ALBANY, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021

WHEREAS, Ohio Revised Code §5705.38(A) requires the taxing authority of each political subdivision to pass an annual appropriation measure on or about the first day of each year; and

WHEREAS, Council for the City of New Albany, State of Ohio, wishes to provide for funding for current expenses and other expenditures of the city during fiscal year 2021.

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. To provide for the current expenses and other expenditures within the 2021 Annual Budget Program of the City of New Albany during the fiscal year ending December 31, 2021, the annual sums as follows are hereby set aside and appropriated:

Fund	Department	Category	Amount
General	Police	Personal Services	5,559,878
General	Police	Operating and Contractual Services	287,838
General	Community Development	Personal Services	1,714,827
General	Community Development	Operating and Contractual Services	1,233,250
General	Public Service	Personal Services	3,560,899
General	Public Service	Operating and Contractual Services	1,079,000
General	Land & Building Maintenance	Personal Services	71,285
General	Land & Building Maintenance	Operating and Contractual Services	1,492,500
General	Council	Personal Services	218,902
General	Council	Operating and Contractual Services	504,250
General	Administrative Services	Personal Services	1,626,354
General	Administrative Services	Operating and Contractual Services	1,208,685
General	Finance	Personal Services	719,407
General	Finance	Operating and Contractual Services	571,000
General	Legal	Personal Services	3,800
General	Legal	Operating and Contractual Services	399,500
General	General Administration	Personal Services	208,930
General	General Administration	Operating and Contractual Services	741,000
General	N/A	Transfers & Other Financing Uses	6,041,677
		Total General Fund	27,242,981

Fund	Department	Category	Amount
Severance Liability	General Administration	Personal Services	250,000
Street Construction, Maintenance & Repair	Public Service	Operating and Contractual Services	135,000
Street Construction, Maintenance & Repair	N/A	Capital	800,000
State Highway	Public Service	Operating and Contractual Services	20,000
State Highway	N/A	Capital	20,000
Permissive Tax	Public Service	Operating and Contractual Services	65,000
Permissive Tax	N/A	Capital	30,000
Permissive Tax	N/A	Transfers & Other Financing Uses	400,000
Alcohol Education	Police	Operating and Contractual Services	1,000
Drug Use Prevention Program Grant	Police	Personal Services	36,000
Law Enforcement & Education	Police	Operating and Contractual Services	2,250
Safety Town	Police	Operating and Contractual Services	34,000
DUI Grant	Police	Personal Services	2,500
Law Enforcement Assistance	Police	Personal Services	1,200
K-9 Patrol	Police	Personal Services	14,600
K-9 Patrol	Police	Operating and Contractual Services	2,500
Economic Development (NACA)	Community Development	Operating and Contractual Services	2,470,862
Economic Development (NACA)	Public Service	Operating and Contractual Services	100,000
Economic Development (NACA)	N/A	Transfers & Other Financing Uses	529,138
Economic Development (NAECA)	N/A	Transfers & Other Financing Uses	2,242,086
Hotel Excise Tax	Community Development	Operating and Contractual Services	105,000
Healthy New Albany Facilities	General Administration	Operating and Contractual Services	85,000
Healthy New Albany Facilities	Land & Building Maintenance	Operating and Contractual Services	517,000
Healthy New Albany Facilities	N/A	Transfers & Other Financing Uses	497,268
Mayors Court Computer	N/A	Capital	22,000
Oak Grove EOZ	Community Development	Operating and Contractual Services	3,497,280
Central College EOZ	Community Development	Operating and Contractual Services	1,751,029
Oak Grove II EOZ	Community Development	Operating and Contractual Services	1,355,750
Blacklick EOZ	Community Development	Operating and Contractual Services	4,065,710
Windsor TIF	General Administration	Operating and Contractual Services	745,000
Windsor TIF	N/A	Transfers & Other Financing Uses	725,115
Wentworth Crossing TIF	General Administration	Operating and Contractual Services	126,000
Wentworth Crossing TIF	N/A	Transfers & Other Financing Uses	160,000
Hawksmoor TIF	General Administration	Operating and Contractual Services	66,000
Hawksmoor TIF	N/A	Transfers & Other Financing Uses	96,201
Enclave TIF	General Administration	Operating and Contractual Services	23,000
Enclave TIF	N/A	Transfers & Other Financing Uses	60,000
Saunton TIF	General Administration	Operating and Contractual Services	50,000
Saunton TIF	N/A	Transfers & Other Financing Uses	120,000

Fund	Department	Category	Amount
Richmond Square TIF	General Administration	Operating and Contractual Services	57,000
Richmond Square TIF	N/A	Transfers & Other Financing Uses	105,282
Tidewater I TIF	General Administration	Operating and Contractual Services	130,000
Tidewater I TIF	N/A	Transfers & Other Financing Uses	300,000
Ealy Crossing TIF	General Administration	Operating and Contractual Services	44,000
Ealy Crossing TIF	N/A	Transfers & Other Financing Uses	300,000
Upper Clarenton TIF	General Administration	Operating and Contractual Services	189,000
Upper Clarenton TIF	N/A	Transfers & Other Financing Uses	249,475
Balfour Green TIF	General Administration	Operating and Contractual Services	12,000
Balfour Green TIF	N/A	Transfers & Other Financing Uses	17,130
Straits Farm TIF	General Administration	Operating and Contractual Services	299,000
Oxford TIF	General Administration	Operating and Contractual Services	250,000
Blacklick TIF	General Administration	Operating and Contractual Services	666,000
Blacklick TIF	N/A	Transfers & Other Financing Uses	265,386
Blacklick II TIF	General Administration	Operating and Contractual Services	500
Village Center TIF	General Administration	Operating and Contractual Services	493,000
Village Center TIF	N/A	Transfers & Other Financing Uses	350,000
Reasearch & Technology District TIF	General Administration	Operating and Contractual Services	12,000
Oak Grove II TIF	General Administration	Operating and Contractual Services	20,000
		Total Special Revenue Funds	24,983,262
Fund	Department	Category	Amount
Debt Service	N/A	Debt Service	6,661,170
		Total Debt Service Funds	6,661,170
Fund	Department	Category	Amount
Capital Improvement	N/A	Capital	17,400,000
Capital Improvement	Finance	Operating and Contractual Services	64,000
Park Improvement	N/A	Capital	13,000
Park Improvement	Finance	Operating and Contractual Services	1,300,000
Leisure Trail Improvement	N/A	Capital	10,000
Capital Equipment Replacement	N/A	Capital	950,985
Oak Grove II Infrastructure	Finance	Operating and Contractual Services	20,000
		Total Capital Projects Funds	19,757,985
		Total All Funds	78,645,398

Section 2. To affect the purposes of the foregoing appropriations, the city manager is authorized to enter into agreements on such terms determined in the city manager's discretion, consistent with all other ordinances and resolutions in effect and enacted from time to time.

Section 3. The director of finance is authorized to allocate the appropriations for a department within activities. Except as provided in Section 4, the director of finance is authorized to approve

transfers between activities, provided that funds may not be transferred between appropriation line items.

Section 4. The director of finance is authorized to transfer up to \$10,000 between appropriation line items, provided that such transfers are within the same fund and department, where applicable.

Section 5. 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 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 197 effective March 27, 2020.

Section 6. Pursuant to Article VI, Section 6.07(A) of the Charter of the City of New Albany, this ordinance shall be in effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 01 day of Dec, 2020.

Attest:

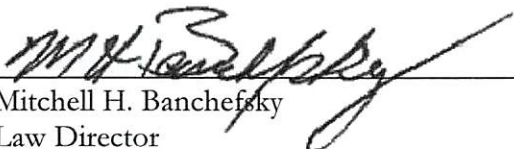


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared:	10/26/2020
Introduced:	11/03/2020
Revised:	11/20/2020
Adopted:	12/01/2020
Effective:	12/01/2020



RESOLUTION R-41-2020

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH JERSEY TOWNSHIP IN ORDER TO FACILITATE THE ANNEXATION OF PARCEL NUMBERS 037-111498-00.000, 037-111498-00.001, 037-111744-01.000, 037-111744-00.003, 037-111744-02.000, 037-111744-00.004, AND 037-111744-00.005 WHICH COMPRISE APPROXIMATELY 56.2 +/- ACRES

WHEREAS, the City of New Albany and Jersey Township share certain boundaries and therefore have a shared interest in the general area found immediately east of Beech Road, south of Jug Street and north of Smith's Mill Loop, as illustrated and described in the exhibits of the attached Annexation Agreement; and

WHEREAS, it is anticipated that real property comprised of real estate parcel numbers 037-111498-00.000, 037-111498-00.001, 037-111744-01.000, 037-111744-00.003, 037-111744-02.000, 037-111744-00.004, AND 037-111744-00.005, totaling approximately 56.2 +/- acres, and located adjacent to Jug Street, may be the subject of future annexation petitions to be filed with the Licking County Commissioners after the effective date; and

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

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

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

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

Section 1. Council hereby authorizes the city manager to enter into an agreement with Jersey Township as set forth on, or substantially similar to, the Annexation Agreement attached hereto.

Section 2. This agreement shall cover and be applicable only to the property which is further identified in Exhibits A and B attached to the Annexation Agreement. The area/boundaries of the property to which this agreement applies shall not be reduced, enlarged, modified, or altered in any way except by written mutual agreement of the parties approved authorizing legislation from both the legislative authority of the township and the city. Any changes to the boundaries of the property shall require a written amendment to this agreement.

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


Section 4: 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 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 Section 121 of the Ohio Revised Code, and further pursuant to Ohio General Assembly 133 – House Bill 197 effective March 27, 2020.

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

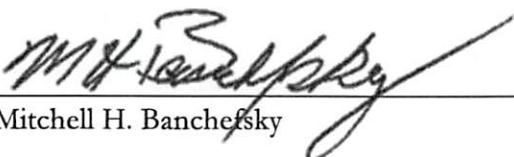
CERTIFIED AS ADOPTED this 01 day of Dec, 2020.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Mitchell H. Banchefsky

Legislation dates:

Prepared: 11/19/2020
Introduced: 12/01/2020
Revised:
Adopted: 12/01/2020
Effective: 12/01/2020

Exhibit A – R-41-2020

ANNEXATION AGREEMENT – 56.2+/- ACRES

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

W I T N E S S E T H:

WHEREAS, the City and the Township share certain boundaries and therefore have a mutual interest in the 56.2 +/- acre parcels (Parcel Numbers 037-111498-00.000, 037-111498-00.001, 037-111744-01.000, 037-111744-00.003, 037-111744-02.000, 037-111744-00.004, and 037-111744-00.005) located adjacent to Jug Street, within the general area found south of Jug Street, north of Smith's Mill Loop, east of Beech Road and west of Harrison Road, as illustrated in Exhibit A and described in Exhibit B; and

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

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

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

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

1. Territory Defined: This Agreement shall cover and be applicable only to the 56.2 +/- acres, identified at the time of this agreement by Parcel Numbers 037-111498-00.000, 037-111498-00.001, 037-111744-01.000, 037-111744-00.003, 037-111744-02.000, 037-111744-00.004, and 037-111744-00.005, which are presently located within the boundaries of the Township. The boundaries of the Property shall not be reduced, enlarged, modified, or altered in any way except by written consent approved and given by the legislative authorities of both the City and the Township by means of appropriate action authorizing such reduction, enlargement, modification, or alteration. Any changes to the boundaries of the Property shall require a written amendment to this Agreement.

2. **Annexation of the Property:** On or after the Effective Date, all or part of the Property shall, upon proper petition(s) to and with the final approval of the Licking County Board of Commissioners (the "**Commissioners**"), be annexed to and accepted by the City under the conditions hereinafter set forth in this Section 2 and subject to all other conditions and limitations in this Agreement. It is anticipated that the real property identified in **Exhibits A and B** attached hereto and incorporated by reference will be the subject of an annexation petition to be filed with the Commissioners soon after the Effective Date.
- A. **Procedure:** Annexations of all or part of the Property to the City shall be filed pursuant to and comply with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, as such provisions exist on the Effective Date. It is the intention of the parties to require any petition seeking to annex all or a portion of the Property to the City to be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as set forth in this Section 2.A, and to prohibit the City from assisting or accepting an annexation petition concerning the Property which fails to comply with this requirement.
- B. **Effect of Annexation:** Immediately following both (i) the approval of a particular annexation petition affecting all or part of the Property by the Commissioners and (ii) the City's acceptance into municipal boundaries of the real property affected by the petition(s), then the annexed property shall be treated and viewed with the same legal effect as if it had been approved as an annexation completed under Section 709.02 of the Ohio Revised Code. Should, at any time, any Property annexed into the City, pursuant to this Agreement, be excluded from the Township, the City shall compensate the Township as in accordance with Section 709.19 of the Ohio Revised Code.
- C. In the event that the annexed Properties' redevelopment and associated change in use from agricultural and/or residential uses to commercial use results in a reduction in the total aggregate property tax revenue received by the Township from the Property in tax years 2019 through 2023, when compared with property tax revenue received by the Township for tax year 2018 (January 1, 2018 tax lien date) (Baseline Year), the City agrees to compensate the Township annually in an amount equal to any such aggregate reduction in said property tax revenue. In the event any of the parcels which make up the Property are combined with other parcels not subject to this Agreement, then in that case, the total tax property revenue received by the Township for such combined parcel(s) shall be utilized in the comparison calculation to the Baseline Year.
- D. **Cooperative Efforts:** Upon the filing of any annexation petition concerning all or part of the Property in accordance with Section 2.A of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.
3. **Tax Increment Financing (TIF) in Jersey Township:** If the City redirects real property tax revenue through Tax Increment Financing (TIF), then, by May 1 and November 1 of the

year following the year in which the (TIF) becomes effective, and continuing each year thereafter, for the duration of the TIF the City shall pay to the Township an amount equal to the real property tax revenue the Township would have received during the previous calendar year, exclusively from all property tax levies for fire and emergency medical services (EMS), had the TIF not been granted by the City (the "Fire & EMS Payment").

4. **Public Infrastructure:** In addition to their agreement regarding annexation of the Property as provided in Section 2 above, the City and the Township desire to work cooperatively to identify new public infrastructure improvements that may be necessary to serve areas in the vicinity of the Property. To this end, the City and the Township acknowledge that certain improvements may need to be made by the City to Jug Street.

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

5. **Miscellaneous:**

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

If to City:

The City of New Albany
Attn: City Manager
99 W. Main Street
New Albany, Ohio 43054
Fax: (614) 855-8583

If to Township:

Jersey Township Board of Trustees
Attn: _____
1481 Mink Street
Pataskala, Ohio 43062
Fax: _____

Notices shall be deemed received at the earlier of (i) actual hand delivery to the address of the receiving party, (ii) when received or when receipt is refused or (iii)

two business days following proper deposit in the United States mail or delivery by facsimile.

- C. Entire Contract. This Agreement embodies the entire understanding among the parties with respect to the subject matter herein contemplated. Any amendments hereto shall be in writing and shall be executed by both the City and the Township.
- D. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

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

City of New Albany

By: _____
Joseph Stefanov, City Manager

Approved as to Form:

Mitchell Banchefsky,
Law Director

Jersey Township

By: _____
Ed Bright, Trustee

By: _____
Dan Wetzel, Trustee

By: _____
Jeff Fry, Trustee

Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBIT A

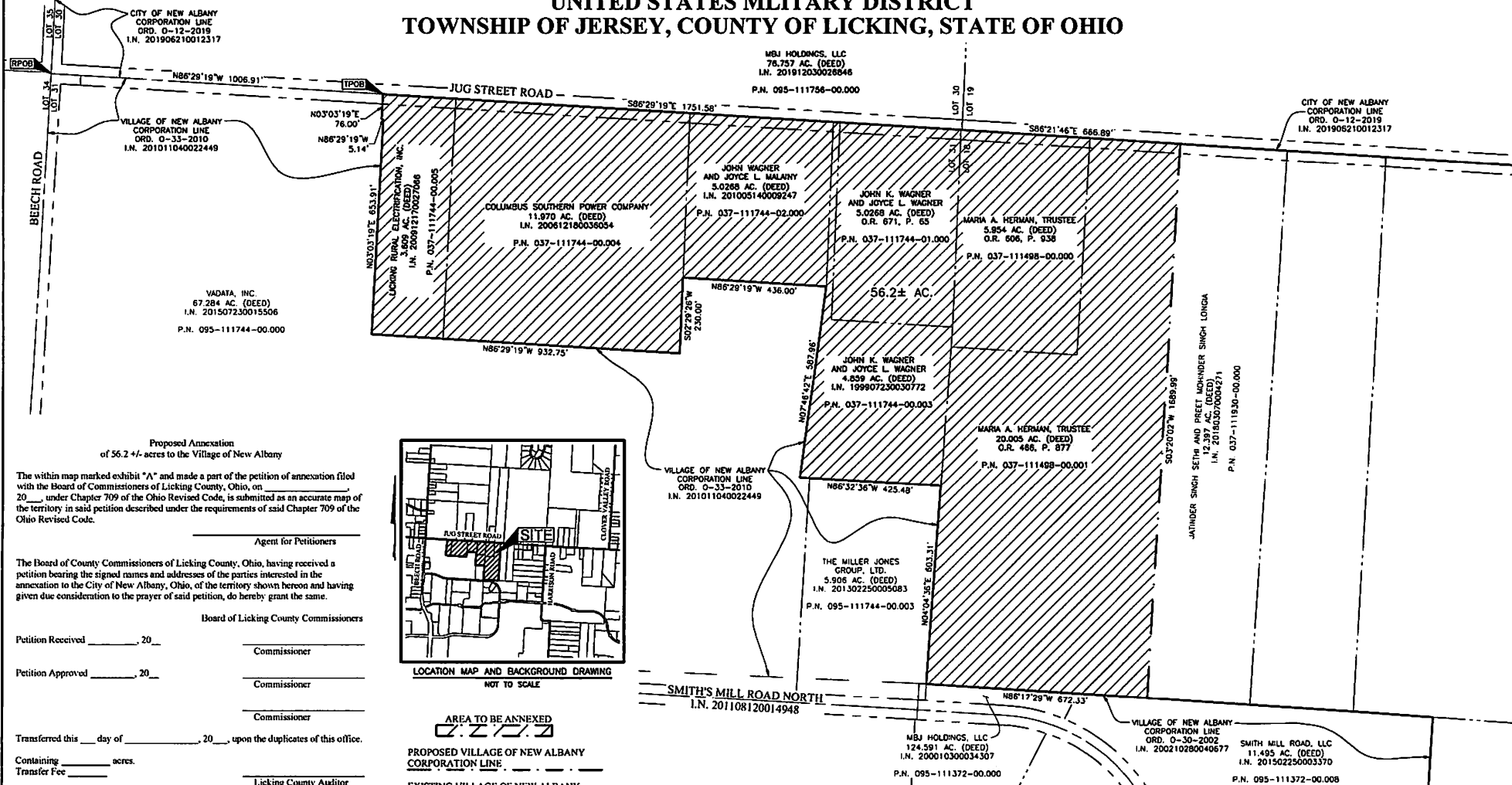
Depiction of the "Property"

PROPOSED ANNEXATION OF 56.2± ACRES TO THE CITY OF NEW ALBANY FROM JERSEY TOWNSHIP

FARM LOTS 18 AND 31, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO



Proposed Annexation
of 56.2 +/- acres to the Village of New Albany

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

Agent for Petitioners

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

Board of Licking County Commissioners

Petition Received _____, 20____, Commissioner

Petition Approved _____, 20____, Commissioner

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

Containing _____ acres.

Transfer Fee _____, Licking County Auditor

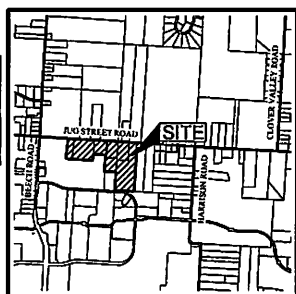
Received for Record _____, 20____, at _____ (AM-PM) and recorded _____, 20____, in plat ordinance, petition, etc. in Plat Book Volume _____, Page _____.

Plat Fee _____, Licking County Recorder

Ordinance, etc. Fee _____

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

Attest _____, Clerk, City of New Albany



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

AREA TO BE ANNEXED

PROPOSED VILLAGE OF NEW ALBANY
CORPORATION LINE

EXISTING VILLAGE OF NEW ALBANY
CORPORATION LINE

Contiguity Note:

Total perimeter of annexation area is 8731.35 feet, of which 7041.36 feet is contiguous with the Village of New Albany by Ordinance Numbers O-12-2019, O-30-2002, and O-33-2010, giving 80.6% perimeter contiguity.

Note:

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



GRAPHIC SCALE (in feet)

DRAFT

By: Heather L. King
Professional Surveyor No. 8307
hking@emht.com

Date

EMHT Evans, Mechwart, Hambleton & Tibbitts, Inc. Engineers • Surveyors • Planners • Scientists 6300 New Albany Road, Columbus, OH 43204 Phone: 614.778.4000 Toll Free: 800.778.3448 emht.com		Date: November 15, 2020
Scale: 1" = 200'		Job No: 2020-1169
Sheet: 1 of 1		
REVISIONS		
MARK	DATE	DESCRIPTION

EXHIBIT B

Description of the "Property"

PROPOSED ANNEXATION
56.2± ACRES

TO: CITY OF NEW ALBANY

FROM: JERSEY TOWNSHIP

Situate in the State of Ohio, County of Licking, Township of Jersey, lying Farm Lots 18 and 31, Quarter Township 2, Township 2, Range 15, United States Military District, being all of that 3.609 acre tract conveyed to Licking Rural Electrification, Inc. by deed of record in Instrument Number 200912170027066, that 11.970 acre tract conveyed to Columbus Southern Power Company by deed of record in Instrument Number 200612180036054, that 5.0268 acre tract conveyed to John Wagner and Joyce L. Malainy by deed of record in Instrument Number 201005140009247, that 4.859 acre tract conveyed to John K. Wagner and Joyce L. Wagner by deed of record in Instrument Number 199907230030772, that 5.0268 acre tract conveyed to John K. Wagner and Joyce L. Wagner by deed of record in Official Record 671, Page 65, that 5.954 acre tract conveyed to Maria A. Herman, Trustee, by deed of record in Official Record 606, Page 938, and that 20.005 acre tract conveyed to Maria A. Herman, Trustee, by deed of record in Official Record 466, Page 877, (all references refer 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 Beech Road with Jug Street Road, being in the easterly line of Farm Lot 34, Quarter Township 2, Township 2, Range 15, at the common corner of said Farm Lot 31 and Farm Lot 30, Quarter Township 2, Township 2, Range 15, being in the westerly Corporation line of said City of New Albany, at the common corner of said Corporation line as established by Ordinance O-33-2010, of record in Instrument Number 201011040022449, and by Ordinance O-12-2019, of record in Instrument Number 201906210012317;

Thence South 86° 29' 19" East, with the centerline of said Jug Street Road, the line common to said Ordinance O-33-2010 and Ordinance O-12-2019, a distance of 1006.91 feet to the northwesterly corner of said 3.609 acre tract, the TRUE POINT OF BEGINNING;

Thence South 86° 29' 19" East, with the centerline of said Jug Street Road, the northerly line of said 3.609 acre, 11.970 acre, 5.0268 acre, 4.859 acre and 5.0268 acre tracts, with said Corporation line (O-12-2019) a distance of 1751.58 feet to a point;

Thence South 86° 21' 46" East, with the centerline of said Jug Street Road, the northerly line of said 5.0268 acre, 5.954 acre and 20.005 acre tracts, with said Corporation line (O-12-2019) a distance of 666.89 feet to the northerly common corner of said 20.005 acre tract and that 12.397 acre tract conveyed to Jatinder Singh Sethi and Preet Mohinder Singh Longia by deed of record in Instrument Number 201803070004271;

Thence South 03° 20' 02" West, with the line common to said 20.005 acre and 12.397 acre tracts, a distance of 1689.99 feet to a point in the northerly line of that 11.495 acre tract conveyed to Smith Mill Road, LLC by deed of record in Instrument Number 201502250003370, being in the Village of New Albany Corporation line established by O-30-2002, of record in Instrument Number 200210280040677;

Thence North 86° 17' 29" West, with the southerly line of said 20.005 acre tract, the northerly line of said 11.495 acre tract and a remainder of that 124.591 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 200010300034307, with said Corporation line (O-30-2002), a distance of 672.33 feet to a point in the easterly line of that tract 5.906 acre tract conveyed to The Miller Jones Group, Ltd., by deed of record in Instrument Number 201302250005083, in said Corporation line (O-33-2010);

Thence with said Corporation line (O-33-2010), the following courses and distances:

Thence North 04° 04' 36" East, with the line common to said 20.005 acre and 5.906 acre tracts, a distance of 603.31 feet to the southeasterly corner of said 4.859 acre tract;

PROPOSED ANNEXATION

56.2± ACRES

-2-

Thence North 86° 32' 36" West, with the southerly line of said 4.859 acre tract, the northerly line of said 5.906 acre tract and that 67.284 acre tract conveyed to Vadata, Inc. by deed of record in Instrument Number 201507230015506, a distance of 425.48 feet to a point;

Thence North 07° 46' 42" East, with the line common to said 4.859 acre and 67.284 acre tracts, a distance of 587.96 feet to the southeasterly corner of said 5.0268 acre tract;

Thence North 86° 29' 19" West, with the line common to said 5.0268 acre and 67.284 acre tracts, a distance of 436.00 feet to a point in the easterly line of said 11.970 acre tract;

Thence South 02° 29' 26" West, with the line common to said 11.970 acre and 67.284 acre tracts, a distance of 230.00 feet to a point;

Thence North 86° 29' 19" West, with the southerly line of said 11.970 acre and 3.609 acre tracts, the northerly line of said 67.284 acre tract, a distance of 932.75 feet to a point;

Thence North 03° 03' 19" East, with the line common to said 3.609 acre and 67.284 acre tracts, a distance of 653.91 feet to a point;

Thence North 86° 29' 19" West, with said common line, a distance of 5.14 feet to a point;
and

Thence North 03° 03' 19" East, with said common line, a distance of 76.00 feet to the TRUE POINT OF BEGINNING, containing 56.2 acres, more or less.

The above description and corresponding map were prepared from documents of record and said description is not intended for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307