



RESOLUTION R-19-2023

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT AND ASSOCIATED OPERATING AGREEMENT WITH THE NEW ALBANY JOINT PARK DISTRICT TO FACILITATE THE CONSTRUCTION AND OPERATION OF A PICKLEBALL FACILITY AT BEVELHYMER PARK

WHEREAS, community interest in the sport of pickleball has increased dramatically in the past 5 years; and

WHEREAS, the community lacks adequate public facilities to meet the demand for pickleball play and residents must utilize private facilities or travel to neighboring cities in order to participate in the sport; and

WHEREAS, pickleball is a sport in which people of all ages and abilities can participate and, as such, promotes community health and wellbeing - one of the city's core pillars.

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 and directed to execute a lease agreement with the New Albany Joint Park District for the lease of approximately 2.75 acres of land located at Bevelhymer Park to facilitate the construction and operation of a pickleball facility which shall include courts, a parking lot, and the necessary appurtenances to facilitate pickleball play.

Section 2. Said lease shall be in a form substantially similar to that which is attached hereto and identified as Exhibit A.

Section 3. The city manager is hereby authorized to enter into an associated operating agreement with the New Albany Joint Park District, should it be deemed necessary, to facilitate the operation of the pickleball facility.

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 Section 121.22 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	03/23/2023
Revised:	03/30/2023 – Exhibit A
Introduced:	04/04/2023
Adopted:	
Effective:	

“PICKLEBALL COURTS” GROUND LEASE

LANDLORD:

NEW ALBANY PLAIN LOCAL JOINT PARKS DISTRICT
7860 Bevelhymer Road
New Albany, Ohio 43054

TENANT:

CITY OF NEW ALBANY, OHIO
P.O. Box 188
99 W. Main Street
New Albany, Ohio 43054

PREMISES:

2.75+/- Acres in Bevelhymer Park Adjacent to the Southwest Corner of the Public Service Complex between Detention Pond and Michael Lucey Basketball Courts

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GROUND LEASE

THIS GROUND LEASE (this "Lease"), is made this ____ day of April, 2023, (the Commencement Date") by and between the **New Albany Plain Local Joint Parks District** (hereinafter referred to as "Landlord" or "JPD"), with offices at 7860 Bevelhymer Road, New Albany Ohio 43054 and the **City of New Albany, Ohio** (hereinafter referred to as "Tenant" or "City"), an Ohio municipal corporation, with offices at 99 W. Main Street, New Albany Ohio 43054.

WITNESSETH:

WHEREAS, Landlord is the fee owner of a certain tract of real property containing approximately two and three quarter (2.75) acres in Bevelhymer Park, (hereinafter referred to as "the Premises") on which the City is constructing "Pickleball Courts" (hereinafter referred to "Pickleball Courts") which real property is more particularly described and depicted on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Tenant desires to lease the Premises from Landlord on which Tenant, and/or its agents and assigns will construct and maintain the Pickleball Courts; and

WHEREAS, Tenant shall further be responsible for the capital improvements and periodic maintenance of the Pickleball Courts, including resurfacing and striping the Pickleball Courts, maintenance of greenspace and parking lot, removal of trash and waste, installation and maintenance of bleachers and light fixtures, if any; on the Premises; and

WHEREAS, Landlord and Tenant intend to enter into an Operating Agreement to address the scheduling of the Pickleball Courts, fee structure and hours of operation; and

WHEREAS, Landlord is the owner of the Premises and is authorized to execute this "Ground Lease" pursuant to Resolution ____; and

WHEREAS, Tenant is authorized to execute this Ground Lease pursuant to Resolution R-19-2023; and

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

SECTION 1. PREMISES

Tenant shall be responsible for designing, constructing and making the necessary capital improvements of the Pickleball Courts on the Premises (hereinafter "the Improvements" as defined in Sections 4(a) and 4(b), herein) and Landlord does hereby lease unto Tenant, and Tenant hereby leases from Landlord, the Premises pursuant to the following terms.

Landlord expressly authorizes Tenant to enter the Premises for the purpose of designing, constructing and maintaining the Improvements.

SECTION 2. TERM

The initial term of this lease shall be for twenty (20) years from the Commencement Date. The term will be consummated upon Landlord's receipt of compensation in the amount of ten dollars (\$10.00) upon the effective date of this Lease.

It is expressly recognized that Tenant's design, construction and annual capital improvement costs associated with the maintenance of the Improvements on the Premises serve as additional consideration.

SECTION 3. RENEWAL OPTIONS

Provided Tenant has not substantially defaulted on any of the terms, provisions, or conditions to be performed by Tenant under this Lease, and unless Landlord provides Tenant with notice of non-renewal at least twelve (12) months prior to the expiration of the initial term, or any renewal terms, the terms of this lease shall renew individually for successive five (5) year terms, upon the same covenants and agreements as set forth herein.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS

(a) Plans and Specifications. Tenant, its agents and/or assigns shall develop, or cause to be developed at its sole cost and expense, the Pickleball Courts (collectively, the "Improvements") on the Premises, all in accordance with the plans, specifications and a construction/phasing schedule (the "Plans"), approved by Landlord in advance of construction. Construction of the Improvements may occur in phases as set forth in the construction/phasing schedule. Re-approval of plans and specifications for subsequent phases is not required, unless Tenant desires to propose material modifications to an approved phase and/or make additional improvements. Any such proposed material modifications to the Plans approved by Landlord, and/or proposed future improvements, shall be subject to the prior written approval of Landlord.

Tenant shall provide Landlord with the Plans for review and approval in a form reasonably acceptable to Landlord at least thirty (30) days in advance of the proposed construction start. Landlord agrees to review expeditiously the Plans and any subsequent proposed changes thereto upon receipt of the same from Tenant, and Landlord shall not unreasonably withhold approval of the Plans or changes, provided that such Plans are consistent with Landlord's design, planning standards and philosophy. Landlord reserves the absolute right to terminate this Lease if the Improvements are not developed according to the Plans.

(b) Upon delivery of the Premises to Tenant, Tenant shall commence preparing the Plans for the Improvements, seek approval therefore from both from the Landlord and, if mandated by existing covenants and restrictions contained in the chain of title, any appropriate board, or commission. Following receipt of all necessary approvals, Tenant shall diligently and reasonably

pursue constructing the Improvements, and shall supply such monies and perform such duties as may be necessary to complete the construction of the Improvements pursuant to and in accordance with the approved Plans. Tenant shall construct the Improvements, and any alterations thereto, in a good and workmanlike manner, in full compliance with all construction, use, building, zoning, health, environmental, and other similar requirements of any governmental entity having jurisdiction.

All such work shall be performed lien free by Tenant. In the event a mechanics' lien is filed against the Premises, Tenant shall discharge or bond off same within thirty (30) days from the filing thereof. If Tenant fails to discharge said lien, Landlord may bond off or pay same after inquiring into the validity or merits of such lien, and all sums so advanced shall be paid on demand by Tenant.

SECTION 5. USE AND OCCUPANCY

During the terms of the Lease, the Premises shall be used for public purpose and enjoyment, including but not limited to recreational activities, tournaments and leagues as may deemed appropriate by Tenant and Landlord consistent with the Operating Agreement of the Parties.

Landlord and Tenant will enter into an Operating Agreement addressing the operations of the Pickleball Courts, including but not limited to: terms of use; scheduling court time for open play, league play and tournament play; collection of fees; and, Landlord's management responsibilities related to the recreational activities, tournaments and leagues. In the event the parties are unable to agree upon the terms of an Operating Agreement, Tenant will maintain responsibility for said functions.

Tenant shall be responsible for the capital improvements associated with the Pickleball Courts. Capital Improvements may include: resurfacing the Pickleball Courts, installing/repairing/constructing bleachers or other seating arrangements and light fixtures, and/or any required annual capital improvement/maintenance. Further, Tenant shall be responsible for the daily maintenance and upkeep of the Pickleball Courts and adjacent parking lot, including maintaining trash and waste, the nets and/or greenspace.

In the event Landlord believes it is necessary for Tenant to make a capital improvement, it shall notify Tenant of the request as outlined in Section 7 below. Upon the request of Landlord, the parties agree to meet in order to discuss the proposed capital improvement.

Landlord and Tenant shall at all times conduct their operations on the Premises in a lawful manner. Further, Landlord and Tenant shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupancy, or construction and alteration of the Premises. Landlord and Tenant shall comply with all requirements of the Americans with Disabilities Act, and shall be solely responsible for all alterations to the Premises in connection therewith.

Tenant shall not suffer or permit the Premises, or any portion thereof, to be used by the public without restriction, or in such manner as might tend to impair or otherwise cloud or encumber Landlord's title to the Premises, or any portion thereof, or to be used in such manner as may provide a basis for a claim or claims of prescription, adverse usage, or possession by the public or others, as such, or of an implied dedication of the Premises, or any portion thereof.

SECTION 6. NUISANCES

Tenant shall not perform any acts or carry on any practice that may injure the Premises, or be a nuisance or menace to the neighbors or the public.

During its day-to-day operations, Landlord shall not perform any acts, carry on any practice or permit the performance of any act that may injure the Pickleball Courts, or be a nuisance or menace to the neighbors or the public.

SECTION 7. ALTERATIONS

Tenant, at its option, may make alterations, repairs and/or additions to the Improvements as may be necessary for it to meet its obligations pursuant to this Lease. Tenant shall not make any structural alterations or additions to the Improvements without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld by the Landlord provided that such Plans are consistent with Landlord's design, planning standards and philosophy; provided, however, Landlord agrees not to withhold its consent and approval of such additions depicted as "future additions" on the conceptual drawings, attached hereto as Exhibit B and incorporated herein by reference, if proposed by Tenant.

When seeking the consent of Landlord, Tenant shall submit a written request and the Plans and Specifications for such alterations or additions to the Improvements to Landlord for its approval prior to the commencement of such work.

All such work shall be performed lien free by Tenant. In the event a mechanics' lien is filed against the Premises, Tenant shall discharge or bond off same within thirty (30) days from the filing thereof. If Tenant fails to discharge said lien, Landlord may bond off or pay same after inquiring into the validity or merits of such lien, and all sums so advanced shall be paid on demand by Tenant.

Notwithstanding anything in this Lease to the contrary, Tenant shall have the right, subject to full compliance with all Laws, at any time and from time to time during the Term, to reconstruct and/or replace all Improvements on the Premises and to demolish, raze, or otherwise remove same, so long as any action taken by Tenant shall be consistent with the terms and purpose of this Lease.

SECTION 8. UTILITIES

Tenant shall be responsible and pay for all public utility services rendered or furnished to the Premises during the term hereof, including, but not limited to, heat, water, gas, electric, telephone

service, and sewer services, together with all taxes, levies, or other charges on such utility services when the same become due and payable.

SECTION 9. PERSONAL PROPERTY

Tenant further agrees that all personal property, goods, and equipment of every kind or description that may at any time be in or on the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and that Landlord shall not be liable for any damage to said property or loss suffered by the use of the Premises, unless caused by the actions and/or omissions of Landlord, or its agents.

SECTION 10. SUBLEASE OR ASSIGNMENT

Tenant further covenants and agrees not to assign or sublet the Premises or any part of same unless approved by Landlord in writing.

SECTION 11. CONDEMNATION

Notwithstanding the foregoing, if, during the term of this Lease, there shall be taking or condemned for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase in lieu thereof ("Taking") of the entire Premises or any part thereof, the rights and obligations of Landlord and Tenant with respect to any condemnation award or consideration for any such transfer (such award or consideration being herein called "Condemnation Award") pursuant thereto and with respect to the Premises shall be as hereinafter set forth:

(a) In the event of a Taking of the entire Premises or so much of the Premises that, in the opinion of Tenant, it is not feasible to continue possession and operation of the remaining Premises, this Lease shall terminate twenty (20) days after notice from Tenant to Landlord of such election to terminate, and Tenant shall, upon Landlord's request, if made within thirty (30) days after such notice of termination, demolish all buildings on any part of the Premises not subject to the Taking, and Tenant shall grade the Premises to such condition as is reasonably acceptable to Landlord. The Condemnation Award attributed to the Premises shall be divided and paid as follows:

- (i) First, to Landlord in an amount equal to the "fair market value" of the land only, as of the date of Taking, assuming that there were no improvements thereon, the value of any improvements installed by the Landlord prior to or during the lease term, and any matching funding paid by or on behalf of the Landlord related to a grant; and if there is more Condemnation Award;
- (ii) Next, if additional funds remain after the payment set forth in Paragraph 11 (a) (i) (herein), to Tenant in the amount of reasonable cost incurred by tenant for improvements made during the lease term,
- (iii) Finally, any balance to the Tenant.

(b) In the event of a Taking of a part of the Premises and Landlord or Tenant does not give notice as provided for in paragraph (a) above that it is not economically feasible to continue the same use or uses, this Lease shall continue. The Condemnation Award attributed to the Premises shall be allocated and paid in the following sequence:

- (i) First, to Landlord in an amount equal to the fair market value of the land only taken as of the date of Taking, assuming that there were no improvements thereon, and if there is more Condemnation Award;
- (ii) Next, to Tenant in the amount of reasonable cost incurred by tenant for improvements made during the lease term; and if there is more Condemnation Award;
- (iii) Finally, the balance to Tenant.

(c) Notice of Condemnation. The party receiving any notice of the kinds specified above shall promptly give the other party notice of the receipt, contents, and date of the notice received. Landlord shall have full right and authority to conduct, or to direct the conduct of any such condemnation or settlement proceeding and to settle the same on terms acceptable to Landlord.

SECTION 12. FIRE AND CASUALTY INSURANCE

(a) Tenant, or its agents or assigns per Section 10 (herein), shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the Improvements in an amount equal to the full replacement cost thereof. Landlord shall be under no obligation to maintain insurance on any improvements on the Land.

(b) If the Premises shall be damaged, destroyed, or rendered untenable, in whole or in part, by or as the result or consequence of fire or other casualty during the term hereof, Tenant shall repair and restore all such items that are required to be insured by Tenant hereunder to a good tenable condition with reasonable dispatch.

(c) In the event the Premises, because of such damage or destruction, are not repaired and restored to a tenable condition with reasonable dispatch within one hundred eighty (180) days from the date of such damage or destruction, or such additional time period as may be reasonably required, provided that Tenant exercises due diligence in commencing and completing such restoration or repair, Landlord may, at its option but without any obligation to do so, either (i) terminate this Lease within sixty (60) days following such one hundred eighty (180) day period but prior to the repair and restoration of same by giving prior written notice to Tenant and thereupon Landlord and Tenant shall be released from all future liabilities and obligations under this Lease.

SECTION 13. TENANT'S REPAIRS

(a) Tenant shall maintain, repair, and replace (hereinafter collectively referred to in the noun and verb form as "repair"), at Tenant's expense, all and every part of the Premises that are required to be insured hereunder to keep same in good order, condition, and repair.

If Tenant fails to repair and maintain the Premises as required herein, Landlord may demand in writing that Tenant undertake and complete such repairs and maintenance within thirty (30) days from Landlord's notice to Tenant, unless such repairs and/or maintenance constitute an emergency, in which case such repairs and/or maintenance shall be undertaken and completed immediately.

(b) Tenant shall pay promptly when due the entire cost of repair in the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials arising from such work; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; to comply with all governmental requirements.

SECTION 14. COVENANT OF TITLE AND PEACEFUL POSSESSION

Subject to easements, conditions, covenants, restrictions, and reservations of record, zoning ordinances and legal highways, Landlord has good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. Landlord shall put Tenant into complete possession of the Land in accordance with the provisions hereof, and if Tenant shall perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises free from actions by or through Landlord, subject, however, to Landlord's right to use the Premises set forth herein and to the other terms and conditions of this Lease.

SECTION 15. INSURANCE

(a) **Casualty Insurance.** Tenant shall carry such insurance against loss of its property in, on, or about the Premises by fire and such other risks as are covered by all risk and extended coverage property insurance or other hazards as Tenant deems necessary. As the following relates to this Section 15 (herein), Landlord shall not be liable for any damage to Tenant's property in, on, or about the Premises caused by fire or other insurable hazards regardless of the nature or cause of such fire or other casualty, unless caused by Landlord's negligence. Tenant expressly releases Landlord of and from all liability for any such damage. Tenant and Landlord agree that insurance policy or policies shall include a mutual waiver of "subrogation" recognizing this release from liability.

(b) **Public Liability Insurance.** Tenant and/or its successors and assigns set forth in Section 10 (herein) agrees to procure and maintain during the demised term a policy or policies of liability insurance, with blanket contractual coverage, written by a responsible insurance company or companies (which may be written to include the Premises in conjunction with other premises owned or operated by Tenant) insuring Tenant against any and all losses, claims, demands, or

actions for injury to or death of any one or more persons, including volunteers working under the direction of Tenant or Landlord or their respective agents or employees, and for damage to property in any one occurrence in the Premises to the limit of not less than \$3,000,000 and \$5,000,000 general aggregate policy limit arising from Tenant's conduct and operation of the Premises, \$500,000.00 limit for fire and legal liability, and \$1,000,000.00 limit for completed operations. Tenant shall furnish to Landlord certificates evidencing the continuous existence of such insurance coverage, which must also name Landlord as an additional insured. All insurance companies must be licensed to do business in the State of Ohio and have an "A" rating or better. Certificates of insurance will be provided at the time this Lease is executed and twenty (20) days prior to expiration of the policy. Certificates of insurance are to specify notification to Landlord of cancellation or termination of policy not less than ten (10) days prior to cancellation or termination.

(c) Miscellaneous Insurance. Tenant agrees to provide and keep in force at all times workers compensation insurance complying with the law of the State of Ohio, including coverage of volunteers, even if such coverage is voluntary under the laws of the State of Ohio. Tenant agrees to provide a certificate as evidence of proof of workers' compensation coverage.

With respect to any alterations or improvements by Tenant, Tenant shall maintain contingent liability and builder's risk coverage naming Landlord as an additional named insured. If Tenant hires contractors to do any improvements on the Premises, each contractor must provide proof of workers' compensation coverage on its employees and agents to Landlord.

SECTION 16. REAL ESTATE TAXES

In the event the Premises is no longer exempt from real estate taxes as a direct result of the actions of the Tenant, then Tenant shall pay any real estate taxes imposed upon the Premises during the term of this Lease, including any extensions or renewals thereof, unless said tax is the direct result of a Landlord Event or the actions of Landlord.

For the purpose of this Lease, the term "real estate taxes" shall include any special and general assessments, water and sewer rents, and other governmental impositions imposed upon or against the Premises of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the lease term be levied, assessed, or imposed upon or against such Premises and of all expenses, including reasonable attorney fees, administrative hearing and court costs incurred in contesting or negotiating the amount, assessment or rate of any such real estate taxes, minus any refund received by Landlord.

The real estate taxes for any lease year shall be the real estate taxes for the tax year terminating during said lease year. If any lease year shall be greater than or less than twelve (12) months, or if the real estate tax year shall be changed, an appropriate adjustment shall be made. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for said period attributable to each taxing authority. If, upon the assessment day for real estate taxes for any tax year fully or partly included within the term of this Lease, a portion of such assessment shall be attributable to buildings in the process of construction, a fair and reasonable adjustment shall be made to carry out the intent of this section.

Tenant shall pay real estate taxes no later than the due date or, if the tax bill is delivered to Landlord by the taxing authority, thirty (30) days after receipt of a copy of the tax bill from Landlord.

Tenant shall be responsible for applying for and obtaining any available exemptions from real estate taxes, and Landlord shall cooperate with Tenant to obtain the same.

SECTION 17. SURRENDER

Except as otherwise set forth herein, tenant covenants and agrees to deliver up and surrender to Landlord the physical possession of the Premises upon the expiration of this Lease or its termination as herein provided that any and all improvements constructed by or on behalf of the Tenant after the Commencement Date shall be usable and in good order and repair as of the date of surrender.

Alternatively, at Landlord's sole and exclusive option, Tenant will cause the Improvements to be properly demolished and the Premises returned, as nearly as possible, to the condition which existed on the Commencement Date. In the event such requested demolition is not commenced in a reasonable time, Landlord may undertake such demolition subject to reimbursement of such demolition costs by the Tenant.

SECTION 18. HOLDING OVER

Any holding over after the expiration or termination of this Lease by Tenant shall be from day to day on the same terms and conditions at Landlord's option; and no act or statement whatsoever on the part of Landlord or his/her duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

SECTION 19. NOTICE

Whenever under this Lease provisions are made for notice of any kind to Landlord, it shall be deemed sufficient notice and sufficient service thereof if such notice to Landlord is in writing, addressed to Landlord at 7860 Bevelhymer Road, New Albany, Ohio, Attention: Director, and deposited in the United States mail by certified mail, return receipt requested, with postage prepaid or Federal Express, Express Mail, or such other nationally recognized expedited mail service as normally results in overnight delivery. Notice to Tenant shall be sent in like manner to; with a copy to 99 W. Main Street, P.O. Box 188, New Albany, OH 43054, Attention: City Manager. All notices shall be effective upon receipt or refusal of receipt. Either party may change the place for service of notice by written notice to the other party.

SECTION 20. DEFAULT

(a) Elements of Default. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Tenant:

- (i) Tenant fails to maintain at all times all insurance required hereunder to be maintained.

- (ii) Tenant fails to perform or observe any other term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord, unless stated otherwise in this Lease.
- (iii) Tenant refuses to take possession of the Premises at the delivery of possession date, vacates or abandons the Premises, or substantially ceases to carry on its reasonable community related activities on the Premises.
- (iv) A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on, or about the Premises, or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on, or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter).
- (v) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant or any guarantor of Tenant's obligations under this Lease pursuant to any federal or state statute, and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same.

(b) Remedies. Upon the occurrence of any event of substantial default after any applicable grace or cure period, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (i) Landlord may re-enter the Premises and cure any substantial default of Tenant, in which event Tenant shall reimburse Landlord for any cost and expenses that Landlord may incur to cure such default plus interest at prime plus one (1%) percent per annum from the date such expense was incurred.
- (ii) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such substantial default, in which event: (a) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises (including the Improvements thereon), and Tenant shall immediately thereafter surrender the Premises (including the Improvements thereon) to Landlord; and (b) Landlord may re-enter the Premises (including the Improvements thereon) and dispose Tenant or any other occupants of the Premises (including the Improvements thereon) by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy that Landlord may have for possession or otherwise in law or at equity. Tenant shall remain liable for payment of all charges and costs

imposed on Tenant herein, in the amounts, at the times, and upon the conditions as herein provided.

- (iii) Upon termination of this Lease pursuant to this Section 20 (herein), Landlord may recover possession of the Premises (including the Improvements thereon) under and by virtue of the provisions of the laws of the State of Ohio, or by such other proceedings, including re-entry and possession, as may be applicable.
 - (iv) In the event of a breach by either party of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude either party from any other remedy, in law or in equity.
- (c) Additional Remedies and Waivers. The rights and remedies of Landlord and Tenant set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord or Tenant shall constitute a waiver of a default and no waiver of default shall be effective unless it is in writing, signed by the party waiving such default.

SECTION 21. WAIVER OF SUBROGATION

Landlord and Tenant, and all parties claiming under each of them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance coverage maintained or required to be maintained by the terms of this Lease on the Premises or in connection with activities conducted with the Premises, and waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies of insurance maintained or required to be maintained by the parties hereunder shall contain waiver of subrogation provisions so long as the same are available.

SECTION 22. LIABILITY OF LANDLORD: EXCULPATION

Except with respect to any damages resulting from the negligent, reckless, or willful misconduct of Landlord, its agents, or employees, or a breach of this Lease by Landlord, Landlord shall not be liable to Tenant, its Board, agents, employees, or users for any damages, losses, compensation, accidents, or claims whatsoever. Not inconsistent with the terms herein, it is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against Landlord personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve, or sequester any property of Landlord, and that all personal liability of Landlord, to the extent permitted by law, of every sort, if any, is hereby expressly waived by Tenant, and by every person

now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises for the payment thereof.

SECTION 23. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies, and benefits or of any other rights, remedies, and benefits allowed by law.

SECTION 24. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease committed by the other.

SECTION 25. ENTIRE AGREEMENT AND JOINT PREPARATION

This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification, or discharge is sought. This Lease has been negotiated by and between the parties and shall be deemed to be jointly prepared.

SECTION 26. BINDING UPON SUCCESSORS

The covenants, conditions, and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective successor and assigns.

SECTION 27. HAZARDOUS SUBSTANCES

During the term of this Lease, Tenant shall not suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of any hazardous substance or toxic material, as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any regulations promulgated thereunder, or any other present or future federal, state, or local laws, ordinances, rules, and regulations. Tenant shall indemnify and hold Landlord harmless, up to the maximum coverage amount of Tenant's insurance policies, from any and all liabilities, penalties, demands, actions, costs and expenses (including without limitation reasonable attorney fees), remediation and response costs incurred or suffered by Landlord directly or indirectly arising due to the breach of Tenant's obligations set forth in this Section. Such indemnification shall survive expiration or earlier termination of this Lease. At the expiration or sooner termination hereof, Tenant shall return the Land to Landlord in substantially the same condition as existed on the Commencement Date free of any hazardous substances in, on, or from the Premises.

Prior to any renovation or demolition activities containing any asbestos-containing materials or asbestos-containing building materials, as defined by federal, state, or local laws, ordinances, rules, and regulations, which are the responsibility of Tenant hereunder, or in connection with any renovation or demolition by Tenant, Tenant shall notify Landlord at least thirty (30) days prior to commencing such renovation or demolition. Such notification shall include the scope of work to be performed and the schedule of the renovation or demolition. Tenant shall be responsible for compliance with all applicable asbestos and environmental regulations for its own employees and any other persons under their control or direction, including but not limited to employee training.

SECTION 28. FORCE MAJEURE

If either party hereto shall be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, military or usurped power, sabotage, unusually severe weather, fire or other casualty, or other reason (but excluding inadequacy of insurance proceeds, financial inability, or the lack of suitable financing) of a like nature beyond the reasonable control of the party delayed in performing its obligations under this Lease, the time for performance of such obligation shall be extended for the period of the delay.

SECTION 29. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Signed and acknowledged
in the presence of:

Landlord:

NEW ALBANY PLAIN LOCAL JOINT PARKS
DISTRICT

Print Name: _____

By: _____

Its: _____

STATE OF OHIO :
 :ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, _____ of the New Albany-Plain Local Joint Parks District, for and on behalf of said District.

Notary Public



RESOLUTION R-20-2023

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE NEW ALBANY JOINT PARK DISTRICT TO FACILITATE THE EXPANSION OF BEVELHYMER PARK AND THE CONSTRUCTION OF A FIELDHOUSE WITHIN THE EXPANDED PARK

WHEREAS, the New Albany Joint Park District desires to construct a fieldhouse in order to provide for the recreational needs of the community; and

WHEREAS, the community has demonstrated its desire to have the New Albany Joint Park District construct a fieldhouse by virtue of its passage of a bond issue and operating levy for that purpose; and

WHEREAS, the New Albany Joint Park District lacks the necessary land on which to construct a fieldhouse and future playing fields within Bevelhymer Park; and

WHEREAS, the City of New Albany recently purchased approximately 73 acres of land adjacent to the Bevelhymer Park for the purpose of providing the community public grounds for additional opportunities for active and passive recreation; and

WHEREAS, the construction of a fieldhouse shall not interfere with the City of New Albany's use of the land recently purchased or unduly endanger the public.

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 execute a lease agreement with the New Albany Joint Park District to facilitate the construction and operation of a fieldhouse on Parcel # 220-001355 fronting Bevelhymer Road.

Section 2. The city manager is hereby authorized to execute lot splits, lot combinations and any associated legal documents necessary to create a parcel of adequate size to accommodate a fieldhouse and associated facilities. It is anticipated that the lot will be approximately 30+/- acres in area.

Section 3. Said lease shall be in a form substantially similar to that which is attached hereto and identified as Exhibit A.

Section 4. 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 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 _____ day of April, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin Albrecht
Law Director

Legislation dates:

Prepared: 03/24/2023
Revised: 03/30/2023 – Exhibit A
Introduced: 04/04/2023
Adopted:
Effective:

“FIELDHOUSE” GROUND LEASE

LANDLORD:

CITY OF NEW ALBANY, OHIO
P.O. Box 188
99 W. Main Street
New Albany, Ohio 43054

TENANT:

NEW ALBANY PLAIN LOCAL JOINT PARKS DISTRICT
7860 Bevelhymmer Road
New Albany, Ohio 43054

PREMISES:

Approximately 30+/- Acres on Parcel # 220-001355 with Frontage on Bevelhymmer Road

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GROUND LEASE

THIS GROUND LEASE (this "Lease"), is made this ____ day of April, 2023, (the Commencement Date") by and between the **City of New Albany, Ohio** (hereinafter referred to as "Landlord" or "City"), an Ohio municipal corporation, with offices at 99 W. Main Street, New Albany Ohio 43054 and the **New Albany Plain Local Joint Parks District** (hereinafter referred to as "Tennant" or "JPD"), with offices at 7860 Bevelhymer Road, New Albany Ohio 43054.

WITNESSETH:

WHEREAS, Landlord is the fee owner of a certain tract of real property containing approximately thirty (30) acres on Bevelhymer Road across from Bevelhymer Park and identified as Parcel ID # 220-001355, (hereinafter referred to as "the Premises") on which the JPD wishes to construct a "Fieldhouse" and associated facilities (hereinafter referred to "Fieldhouse") which real property is more particularly described and depicted on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Tenant desires to lease the Premises from Landlord on which Tenant, and/or its agents and assigns will construct and maintain the Fieldhouse; and

WHEREAS, Tenant shall further be responsible for the capital improvements, operation and periodic maintenance of the Fieldhouse; and

WHEREAS, Landlord wishes to facilitate the construction of the Fieldhouse for the benefit of the community through said Ground Lease; and

WHEREAS, Landlord is the owner of the Premises and is authorized to execute this "Ground Lease" pursuant to Resolution _____; and

WHEREAS, Tenant is authorized to execute this Ground Lease pursuant to Resolution _____;

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

SECTION 1. PREMISES

Tenant shall be responsible for designing, constructing and making the necessary capital improvements of the Fieldhouse on the Premises (hereinafter "the Improvements" as defined in Sections 4(a) and 4(b), herein) and Landlord does hereby lease unto Tenant, and Tenant hereby leases from Landlord, the Premises pursuant to the following terms.

Landlord expressly authorizes Tenant to enter the Premises for the purpose of designing, constructing and maintaining the Improvements.

SECTION 2. TERM

The initial term of this lease shall be for forty (40) years from the Commencement Date. The term will be consummated upon Landlord's receipt of compensation in the amount of two hundred dollars (\$200.00) upon the effective date of this Lease.

It is expressly recognized that Tenant's design, construction and annual capital improvement costs associated with the maintenance of the Improvements on the Premises serve as additional consideration.

SECTION 3. RENEWAL OPTIONS

Provided Tenant has not substantially defaulted on any of the terms, provisions, or conditions to be performed by Tenant under this Lease, and unless Landlord provides Tenant with notice of non-renewal at least twelve (12) months prior to the expiration of the initial term, or any renewal terms, the terms of this lease shall renew individually for successive ten (10) year terms, upon the same covenants and agreements as set forth herein.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS

(a) Plans and Specifications. Tenant, its agents and/or assigns shall develop, or cause to be developed at its sole cost and expense, the Fieldhouse (collectively, the "Improvements") on the Premises, all in accordance with the plans, specifications and a construction/phasing schedule (the "Plans") approved by Landlord in advance of construction. Construction of the Improvements may occur in phases as set forth in the construction/phasing schedule. Re-approval of plans and specifications for subsequent phases is not required, unless Tenant desires to propose material modifications to an approved phase and/or make additional improvements. Any such proposed material modifications to the Plans approved by Landlord, and/or proposed future improvements, shall be subject to the prior written approval of Landlord.

Tenant shall provide Landlord with the Plans for review and approval in a form reasonably acceptable to Landlord at least thirty (30) days in advance of the proposed construction start. Landlord agrees to review expeditiously the Plans and any subsequent proposed changes thereto upon receipt of the same from Tenant, and Landlord shall not unreasonably withhold approval of the Plans or changes, provided that such Plans are consistent with Landlord's design, planning standards and philosophy. Plans and specifications for the construction of the Fieldhouse shall be provided to the City for approval which shall not be unreasonably withheld. In reviewing the plans and specifications, the City shall confirm the Fieldhouse does not interfere with its intended uses for the property, or unduly endanger the public. Landlord reserves the absolute right to terminate this Lease if the Improvements are not developed according to the Plans.

(b) Upon delivery of the Premises to Tenant, Tenant shall commence preparing the Plans for the Improvements, seek approval therefore from both from the Landlord and, if mandated by existing covenants and restrictions contained in the chain of title, any appropriate board, or commission. Following receipt of all necessary approvals, Tenant shall diligently and reasonably pursue constructing the Improvements, and shall supply such monies and perform such duties as

may be necessary to complete the construction of the Improvements pursuant to and in accordance with the approved Plans. Tenant shall construct the Improvements, and any alterations thereto, in a good and workmanlike manner, in full compliance with all construction, use, building, zoning, health, environmental, and other similar requirements of any governmental entity having jurisdiction.

All such work shall be performed lien free by Tenant. In the event a mechanics' lien is filed against the Premises, Tenant shall discharge or bond off same within thirty (30) days from the filing thereof. If Tenant fails to discharge said lien, Landlord may bond off or pay same without inquiring into the validity or merits of such lien, and all sums so advanced shall be paid on demand by Tenant.

SECTION 5. USE AND OCCUPANCY

During the term of this Lease, the Premises shall be used for public purpose and enjoyment, including but not limited to recreational activities, tournaments, and leagues as may be deemed appropriate by Tennant.

Tenant shall keep the Facility in good repair and be responsible for the ongoing regular maintenance of the Fieldhouse at no expense to the Owner.

In the event Landlord believes it is necessary for Tenant to make a capital improvement to the Fieldhouse in order to maintain its appearance, function or structural integrity, it shall notify Tenant of the request as outlined in Section 7 below. Upon the request of Landlord, the parties agree to meet in order to discuss the proposed capital improvement.

Tenant shall at all times conduct its operations on the Premises in a lawful manner. Further, Tenant shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon Tenant with respect to the use, occupancy, or construction and alteration of the Premises. Tenant shall comply with all requirements of the Americans with Disabilities Act, and shall be solely responsible for all alterations to the Premises in connection therewith.

Tenant shall not suffer or permit the Premises, or any portion thereof, to be used by the public without restriction, or in such manner as might tend to impair or otherwise cloud or encumber Landlord's title to the Premises, or any portion thereof, or to be used in such manner as may provide a basis for a claim or claims of prescription, adverse usage, or possession by the public or others, as such, or of an implied dedication of the Premises, or any portion thereof.

SECTION 6. NUISANCES

Tenant shall not perform any acts or carry on any practice that may injure the Premises, or be a nuisance or menace to the neighbors or the public.

During its day-to-day operations, Landlord shall not perform any acts, carry on any practice or permit the performance of any act that may injure the Fieldhouse, or be a nuisance or menace to the neighbors or the public.

SECTION 7. ALTERATIONS

Tenant, at its option, may make alterations, repairs and/or additions to the Improvements as may be necessary for it to meet its obligations pursuant to this Lease. Tenant shall not make any structural alterations or additions to the Improvements without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld by the Landlord provided that such Plans are consistent with Landlord's design, planning standards and philosophy; provided, however, Landlord agrees not to withhold its consent and approval of such additions depicted as "future additions" on the conceptual drawings, attached hereto as Exhibit B and incorporated herein by reference, if proposed by Tenant.

When seeking the consent of Landlord, Tenant shall submit a written request and the Plans and Specifications for such alterations or additions to the Improvements to Landlord for its approval prior to the commencement of such work.

All such work shall be performed lien free by Tenant. In the event a mechanics' lien is filed against the Premises, Tenant shall discharge or bond off same within thirty (30) days from the filing thereof. If Tenant fails to discharge said lien, Landlord may bond off or pay same after inquiring into the validity or merits of such lien, and all sums so advanced shall be paid on demand by Tenant.

Notwithstanding anything in this Lease to the contrary, Tenant shall have the right, subject to full compliance with all Laws, at any time and from time to time during the Term, to reconstruct and/or replace all Improvements on the Premises and to demolish, raze, or otherwise remove same, so long as any action taken by Tenant shall be consistent with the terms and purpose of this Lease.

SECTION 8. UTILITIES

Tenant shall be responsible and pay for all public utility services rendered or furnished to the Premises during the term hereof, including, but not limited to, heat, water, gas, electric, telephone service, and sewer services, together with all taxes, levies, or other charges on such utility services when the same become due and payable.

SECTION 9. PERSONAL PROPERTY

Tenant further agrees that all personal property, goods, and equipment of every kind or description that may at any time be in or on the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and that Landlord shall not be liable for any damage to said property or loss suffered by the use of the Premises, unless caused by the actions and/or omissions of Landlord, or its agents.

SECTION 10. SUBLEASE OR ASSIGNMENT

Tenant further covenants and agrees not to assign or sublet the Premises or any part of same unless approved by Landlord in writing.

SECTION 11. CONDEMNATION

Notwithstanding the foregoing, if, during the term of this Lease, there shall be taking or condemned for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain or by private purchase in lieu thereof ("Taking") of the entire Premises or any part thereof, the rights and obligations of Landlord and Tenant with respect to any condemnation award or consideration for any such transfer (such award or consideration being herein called "Condemnation Award") pursuant thereto and with respect to the Premises shall be as hereinafter set forth:

(a) In the event of a Taking of the entire Premises or so much of the Premises that, in the opinion of Tenant, it is not feasible to continue possession and operation of the remaining Premises, this Lease shall terminate twenty (20) days after notice from Tenant to Landlord of such election to terminate, and Tenant shall, upon Landlord's request, if made within thirty (30) days after such notice of termination, demolish all buildings on any part of the Premises not subject to the Taking, and Tenant shall grade the Premises to such condition as is reasonably acceptable to Landlord. The Condemnation Award attributed to the Premises shall be divided and paid as follows:

- (i) First, to Landlord in an amount equal to the "fair market value" of the land only, as of the date of Taking, assuming that there were no improvements thereon, the value of any improvements installed by the Landlord prior to or during the lease term, and any matching funding paid by or on behalf of the Landlord related to a grant; and if there is more Condemnation Award;
- (ii) Next, if additional funds remain after the payment set forth in Paragraph 11 (a) (i) (herein), to Tenant in the amount of reasonable cost incurred by tenant for improvements made during the lease term,
- (iii) Finally, any balance to the Tenant.

(b) In the event of a Taking of a part of the Premises and Landlord or Tenant does not give notice as provided for in paragraph (a) above that it is not economically feasible to continue the same use or uses, this Lease shall continue. The Condemnation Award attributed to the Premises shall be allocated and paid in the following sequence:

- (i) First, to Landlord in an amount equal to the fair market value of the land only taken as of the date of Taking, assuming that there were no improvements thereon, and if there is more Condemnation Award;

- (ii) Next, to Tenant in the amount of reasonable cost incurred by tenant for improvements made during the lease term; and if there is more Condemnation Award;
- (iii) Finally, the balance to Tenant.

(c) Notice of Condemnation. The party receiving any notice of the kinds specified above shall promptly give the other party notice of the receipt, contents, and date of the notice received. Landlord shall have full right and authority to conduct, or to direct the conduct of any such condemnation or settlement proceeding and to settle the same on terms acceptable to Landlord.

SECTION 12. FIRE AND CASUALTY INSURANCE

(a) Tenant, or its agents or assigns per Section 10 (herein), shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the Improvements in an amount equal to the full replacement cost thereof. Landlord shall be under no obligation to maintain insurance on any improvements on the Land.

(b) If the Premises shall be damaged, destroyed, or rendered untenable, in whole or in part, by or as the result or consequence of fire or other casualty during the term hereof, Tenant shall repair and restore all such items that are required to be insured by Tenant hereunder to a good tenable condition with reasonable dispatch.

(c) In the event the Premises, because of such damage or destruction, are not repaired and restored to a tenable condition with reasonable dispatch within one hundred eighty (180) days from the date of such damage or destruction, or such additional time period as may be reasonably required, provided that Tenant exercises due diligence in commencing and completing such restoration or repair, Landlord may, at its option but without any obligation to do so, either (i) terminate this Lease within sixty (60) days following such one hundred eighty (180) day period but prior to the repair and restoration of same by giving prior written notice to Tenant and thereupon Landlord and Tenant shall be released from all future liabilities and obligations under this Lease.

SECTION 13. TENANT'S REPAIRS

(a) Tenant shall maintain, repair, and replace (hereinafter collectively referred to in the noun and verb form as "repair"), at Tenant's expense, all and every part of the Premises that are required to be insured hereunder to keep same in good order, condition, and repair.

If Tenant fails to repair and maintain the Premises as required herein, Landlord may demand in writing that Tenant undertake and complete such repairs and maintenance within thirty (30) days from Landlord's notice to Tenant, unless such repairs and/or maintenance constitute an emergency, in which case such repairs and/or maintenance shall be undertaken and completed immediately.

(b) Tenant shall pay promptly when due the entire cost of repair in the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials arising from such work; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; to comply with all governmental requirements.

SECTION 14. COVENANT OF TITLE AND PEACEFUL POSSESSION

Subject to easements, conditions, covenants, restrictions, and reservations of record, zoning ordinances and legal highways, Landlord has good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. Landlord shall put Tenant into complete possession of the Land in accordance with the provisions hereof, and if Tenant shall perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises free from actions by or through Landlord, subject, however, to Landlord's right to use the Premises set forth herein and to the other terms and conditions of this Lease.

SECTION 15. INSURANCE

(a) Casualty Insurance. Tenant shall carry such insurance against loss of its property in, on, or about the Premises by fire and such other risks as are covered by all risk and extended coverage property insurance or other hazards as Tenant deems necessary. As the following relates to this Section 15 (herein), Landlord shall not be liable for any damage to Tenant's property in, on, or about the Premises caused by fire or other insurable hazards regardless of the nature or cause of such fire or other casualty, unless caused by Landlord's negligence. Tenant expressly releases Landlord of and from all liability for any such damage. Tenant and Landlord agree that insurance policy or policies shall include a mutual waiver of "subrogation" recognizing this release from liability.

(b) Public Liability Insurance. Tenant and/or its successors and assigns set forth in Section 10 (herein) agrees to procure and maintain during the demised term a policy or policies of liability insurance, with blanket contractual coverage, written by a responsible insurance company or companies (which may be written to include the Premises in conjunction with other premises owned or operated by Tenant) insuring Tenant against any and all losses, claims, demands, or actions for injury to or death of any one or more persons, including volunteers working under the direction of Tenant or Landlord or their respective agents or employees, and for damage to property in any one occurrence in the Premises to the limit of not less than \$3,000,000 and \$5,000,000 general aggregate policy limit arising from Tenant's conduct and operation of the Premises, \$500,000.00 limit for fire and legal liability, and \$1,000,000.00 limit for completed operations. Tenant shall furnish to Landlord certificates evidencing the continuous existence of such insurance coverage, which must also name Landlord as an additional insured. All insurance companies must be licensed to do business in the State of Ohio and have an "A" rating or better. Certificates of insurance will be provided at the time this Lease is executed and twenty (20) days prior to expiration of the policy. Certificates of insurance are to specify notification to Landlord of

cancellation or termination of policy not less than ten (10) days prior to cancellation or termination.

(c) Miscellaneous Insurance. Tenant agrees to provide and keep in force at all times workers compensation insurance complying with the law of the State of Ohio, including coverage of volunteers, even if such coverage is voluntary under the laws of the State of Ohio. Tenant agrees to provide a certificate as evidence of proof of workers' compensation coverage.

With respect to any alterations or improvements by Tenant, Tenant shall maintain contingent liability and builder's risk coverage naming Landlord as an additional named insured. If Tenant hires contractors to do any improvements on the Premises, each contractor must provide proof of workers' compensation coverage on its employees and agents to Landlord.

SECTION 16. REAL ESTATE TAXES

In the event the Premises is no longer exempt from real estate taxes as a direct result of the actions of the Tenant, then Tenant shall pay any real estate taxes imposed upon the Premises during the term of this Lease, including any extensions or renewals thereof, unless said tax is the direct result of a Landlord Event or the actions of Landlord.

For the purpose of this Lease, the term "real estate taxes" shall include any special and general assessments, water and sewer rents, and other governmental impositions imposed upon or against the Premises of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the lease term be levied, assessed, or imposed upon or against such Premises and of all expenses, including reasonable attorney fees, administrative hearing and court costs incurred in contesting or negotiating the amount, assessment or rate of any such real estate taxes, minus any refund received by Landlord.

The real estate taxes for any lease year shall be the real estate taxes for the tax year terminating during said lease year. If any lease year shall be greater than or less than twelve (12) months, or if the real estate tax year shall be changed, an appropriate adjustment shall be made. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for said period attributable to each taxing authority. If, upon the assessment day for real estate taxes for any tax year fully or partly included within the term of this Lease, a portion of such assessment shall be attributable to buildings in the process of construction, a fair and reasonable adjustment shall be made to carry out the intent of this section.

Tenant shall pay real estate taxes no later than the due date or, if the tax bill is delivered to Landlord by the taxing authority, thirty (30) days after receipt of a copy of the tax bill from Landlord.

Tenant shall be responsible for applying for and obtaining any available exemptions from real estate taxes, and Landlord shall cooperate with Tenant to obtain the same.

SECTION 17. SURRENDER

Except as otherwise set forth herein, tenant covenants and agrees to deliver up and surrender to Landlord the physical possession of the Premises upon the expiration of this Lease or its termination as herein provided that any and all improvements constructed by or on behalf of the Tenant after the Commencement Date shall be usable and in good order and repair as of the date of surrender.

Alternatively, at Landlord's sole and exclusive option, Tenant will cause the Improvements to be properly demolished and the Premises returned, as nearly as possible, to the condition which existed on the Commencement Date. In the event such requested demolition is not commenced in a reasonable time, Landlord may undertake such demolition subject to reimbursement of such demolition costs by the Tenant.

SECTION 18. HOLDING OVER

Any holding over after the expiration or termination of this Lease by Tenant shall be from day to day on the same terms and conditions at Landlord's option; and no act or statement whatsoever on the part of Landlord or his/her duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

SECTION 19. NOTICE

Whenever under this Lease provisions are made for notice of any kind to Landlord, it shall be deemed sufficient notice and sufficient service thereof if such notice to Landlord is in writing, addressed to Landlord at 99 W. Main Street, P.O. Box 188, New Albany, OH 43054, Attention: City Manager, and deposited in the United States mail by certified mail, return receipt requested, with postage prepaid or Federal Express, Express Mail, or such other nationally recognized expedited mail service as normally results in overnight delivery. Notice to Tenant shall be sent in like manner to; with a copy to 7860 Bevelhymmer Road, New Albany, Ohio, Attention: Director. All notices shall be effective upon receipt or refusal of receipt. Either party may change the place for service of notice by written notice to the other party.

SECTION 20. DEFAULT

(a) Elements of Default. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Tenant:

- (i) Tenant fails to maintain at all times all insurance required hereunder to be maintained.
- (ii) Tenant fails to perform or observe any other term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord, unless stated otherwise in this Lease.

- (iii) Tenant refuses to take possession of the Premises at the delivery of possession date, vacates or abandons the Premises, or substantially ceases to carry on its reasonable community related activities on the Premises.
- (iv) A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on, or about the Premises, or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on, or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter).
- (v) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant or any guarantor of Tenant's obligations under this Lease pursuant to any federal or state statute, and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within sixty (60) days after the filing of the same.

(b) Remedies. Upon the occurrence of any event of substantial default after any applicable grace or cure period, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (i) Landlord may re-enter the Premises and cure any substantial default of Tenant, in which event Tenant shall reimburse Landlord for any cost and expenses that Landlord may incur to cure such default plus interest at prime plus one (1%) percent per annum from the date such expense was incurred.
- (ii) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such substantial default, in which event: (a) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises (including the Improvements thereon), and Tenant shall immediately thereafter surrender the Premises (including the Improvements thereon) to Landlord; and (b) Landlord may re-enter the Premises (including the Improvements thereon) and dispose Tenant or any other occupants of the Premises (including the Improvements thereon) by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy that Landlord may have for possession or otherwise in law or at equity. Tenant shall remain liable for payment of all charges and costs imposed on Tenant herein, in the amounts, at the times, and upon the conditions as herein provided.
- (iii) Upon termination of this Lease pursuant to this Section 20 (herein), Landlord may recover possession of the Premises (including the Improvements thereon) under and by virtue of the provisions of the laws of

the State of Ohio, or by such other proceedings, including re-entry and possession, as may be applicable.

- (iv) In the event of a breach by either party of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude either party from any other remedy, in law or in equity.
- (v) In the event the Tennant is unable to financially operate the Fieldhouse and is therefore in breach or default, Landlord reserves the right to take over possession and operations of the Fieldhouse.
- (c) Additional Remedies and Waivers: The rights and remedies of Landlord and Tenant set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord or Tenant shall constitute a waiver of a default and no waiver of default shall be effective unless it is in writing, signed by the party waiving such default.

SECTION 21. WAIVER OF SUBROGATION

Landlord and Tenant, and all parties claiming under each of them, mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance coverage maintained or required to be maintained by the terms of this Lease on the Premises or in connection with activities conducted with the Premises, and waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies of insurance maintained or required to be maintained by the parties hereunder shall contain waiver of subrogation provisions so long as the same are available.

SECTION 22. LIABILITY OF LANDLORD: EXCULPATION

Except with respect to any damages resulting from the negligent, reckless, or willful misconduct of Landlord, its agents, or employees, or a breach of this Lease by Landlord, Landlord shall not be liable to Tenant, its Board, agents, employees, or users for any damages, losses, compensation, accidents, or claims whatsoever. Not inconsistent with the terms herein, it is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against Landlord personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve, or sequester any property of Landlord, and that all personal liability of Landlord, to the extent permitted by law, of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are

concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises for the payment thereof.

SECTION 23. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies, and benefits or of any other rights, remedies, and benefits allowed by law.

SECTION 24. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease committed by the other.

SECTION 25. ENTIRE AGREEMENT AND JOINT PREPARATION

This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification, or discharge is sought. This Lease has been negotiated by and between the parties and shall be deemed to be jointly prepared.

SECTION 26. BINDING UPON SUCCESSORS

The covenants, conditions, and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective successor and assigns.

SECTION 27. HAZARDOUS SUBSTANCES

During the term of this Lease, Tenant shall not suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of any hazardous substance or toxic material, as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any regulations promulgated thereunder, or any other present or future federal, state, or local laws, ordinances, rules, and regulations. Tenant shall indemnify and hold Landlord harmless, up to the maximum coverage amount of Tenant's insurance policies, from any and all liabilities, penalties, demands, actions, costs and expenses (including without limitation reasonable attorney fees), remediation and response costs incurred or suffered by Landlord directly or indirectly arising due to the breach of Tenant's obligations set forth in this Section. Such indemnification shall survive expiration or earlier termination of this Lease. At the expiration or sooner termination hereof, Tenant shall return the Land to Landlord in substantially the same condition as existed on the Commencement Date free of any hazardous substances in, on, or from the Premises.

Prior to any renovation or demolition activities containing any asbestos-containing materials or asbestos-containing building materials, as defined by federal, state, or local laws, ordinances, rules, and regulations, which are the responsibility of Tenant hereunder, or in connection with any renovation or demolition by Tenant, Tenant shall notify Landlord at least thirty (30) days prior to commencing such renovation or demolition. Such notification shall include the scope of work to be performed and the schedule of the renovation or demolition. Tenant shall be responsible for compliance with all applicable asbestos and environmental regulations for its own employees and any other persons under their control or direction, including but not limited to employee training.

SECTION 28. FORCE MAJEURE

If either party hereto shall be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, military or usurped power, sabotage, unusually severe weather, fire or other casualty, or other reason (but excluding inadequacy of insurance proceeds, financial inability, or the lack of suitable financing) of a like nature beyond the reasonable control of the party delayed in performing its obligations under this Lease, the time for performance of such obligation shall be extended for the period of the delay.

SECTION 29. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Signed and acknowledged
in the presence of:

Landlord:

CITY OF NEW ALBANY,
An Ohio Municipal Corporation

By: _____

Print Name: _____

Joseph F. Stefanov,
City Manager

STATE OF OHIO :

:ss.

COUNTY OF FRANKLIN :

Approved as to Form:

Benjamin S. Albrecht, City Law Director

STATE OF OHIO :

:ss.

COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this _____ day of _____,
2023 by _____, _____
and on behalf of said City. of the City of New Albany for

Notary Public

Signed and acknowledged
in the presence of:

Tenant:

NEW ALBANY PLAIN LOCAL JOINT PARKS
DISTRICT,

Print Name: _____

By:

David Wharton,
Director

STATE OF OHIO :
:ss.

COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of _____,
2023 by _____, _____ of the New Albany-Plain Local
Joint Parks District, for and on behalf of said District.

Notary Public



ORDINANCE O-57-2023

**AN ORDINANCE TO ACCEPT THE EXPEDITED TYPE 1
ANNEXATION OF 4.0+/- ACRES FROM PLAIN TOWNSHIP,
FRANKLIN COUNTY TO THE CITY OF NEW ALBANY**

WHEREAS, pursuant to the petition filed by Aaron L. Underhill, Esq., agent for petitioner, with the Franklin County Development and Planning Department, on January 6, 2023, and

WHEREAS, the foregoing Resolution #0048-23 of the Franklin County Commissioners granting the petition was delivered to the City of New Albany on January 30, 2023 and more than sixty (60) days have lapsed since the Resolution of the Board of County Commissioners was transmitted to the City of New Albany, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.05, all newly annexed areas shall immediately be zoned into the Agricultural District and shall be subject to the regulations and restrictions pertaining thereto, and

WHEREAS, pursuant to New Albany Codified Ordinance 1125.06, all future annexed properties shall be added to the applicable New Albany Community Authority as described therein and are subject to a special property assessment in compliance therewith, and

WHEREAS, The New Albany City Council has determined that annexation of the real estate is in the best interests of the residents of the City of New Albany.

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 application of property owners set forth in Franklin County requesting the annexation of 4.0+/- acres, which is contiguous to the City of New Albany, is hereby accepted, and the corporate boundaries of New Albany shall be extended to include the territory, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully written.

Section 2: An accurate map of the territory attached as Exhibit B, the petition for its annexation, other related documents, and a certified transcript of the proceedings of the Franklin County Board of Commissioners regarding the annexation proceedings have been on file with the Clerk of Council of the City of New Albany for sixty (60) days prior to being presented to this Council as required by law, and are hereby accepted.

Section 3: Council of the City of New Albany hereby accepts the annexation of a 4.0+/-acre tract, situated in Plain Township, Franklin County, Ohio, the same being land of the owners set forth above, for annexation to the City of New Albany.

Section 4: The clerk is herewith directed to deliver certified copies of this ordinance and other proceedings relative to the annexation to the County Auditor, County Recorder, and the Secretary of State.

Section 5. It is hereby found and determined that all formal actions of 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 6. Pursuant to Article VI, Section 6.07(b) 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 _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Legislation dates:	
Prepared:	03/20/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

Benjamin Albrecht
Law Director

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

I certify that copies of Ordinance **O-57-2023** were posted in accordance with Section 6.12 of the Charter, for 30 days starting on _____, 2023.

Jennifer Mason, Clerk of Council

Date

RECEIVED

Exhibit A - O-57-2023

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

DEC 19 2022

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

PROPOSED ANNEXATION
4.0± ACRES

By CRH Date 12/19/2022

FROM: TOWNSHIP OF PLAIN

TO: CITY OF NEW ALBANY

Situated in the State of Ohio, County of Franklin, Township of Plain, in Quarter Township 4, Township 2, Range 16, United States Military District, being comprised of a part of each of those tracts of land conveyed to The New Albany Company, LLC by deeds of record in Instrument Numbers 202201070005905 and 201306170100733, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southwesterly corner of that 2.0 acre tract conveyed to The New Albany Company Limited Partnership by deed of record in Official Record 32040H14, the northwesterly corner of that 0.284 acre tract conveyed as Parcel 10-WD to Franklin County Commissioners by deed of record in Instrument Number 201004070041805, in the northerly right of way line of Morse Road, in the existing City of Columbus corporation line, as established by Ordinance Number 639-89, of record in Official Record 13294D07, and in the existing City of New Albany corporation line, as established by Ordinance Number 19-89, of record in Official Record 13965D03;

Thence westerly, with said northerly right of way line and said City of Columbus corporation line, a distance of approximately 490 feet to point in the easterly line of that 2.563 acre tract conveyed to The New Albany Company, LLC by deed of record in Instrument Number 201404300052684, in said City of New Albany corporation line;

Thence northerly, with said easterly line and said City of New Albany corporation line, a distance of approximately 326 feet to a point in the southerly line of that 7.077 acre tract conveyed to The New Albany Company, LLC by deed of record in Instrument Number 202201070005903;

Thence easterly, with said southerly line and said City of New Albany corporation line, a distance of approximately 490 feet to a the northwesterly corner of said 2.0 acre tract;

Thence southerly, with the westerly line of said 2.0 acre tract and said City of New Albany corporation line, a distance of approximately 325 feet to the POINT OF BEGINNING, containing 4.0 acres of land, more or less.

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

Total perimeter of annexation area is 1631 feet, of which 490 feet is contiguous with the City of Columbus by Ordinance Number 639-89 and 1141 feet is contiguous with the City of New Albany by Ordinance Number 19-89, giving 100% perimeter contiguity.

RECEIVED
JAN 06 2023
Franklin County Planning Department
Franklin County, OH

ANx-01-23

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Matthew A. Kirk
Professional Surveyor No. 7865

9 Dec 22
Date



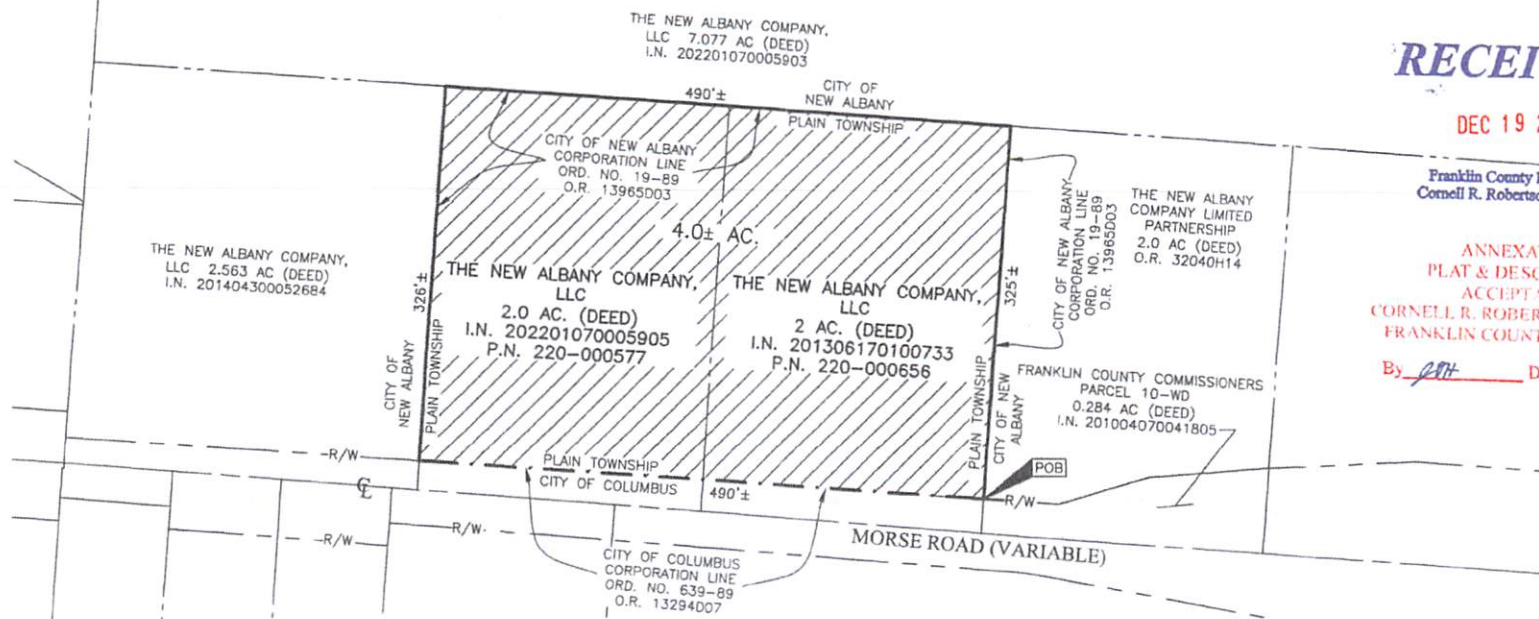
Exhibit B



PROPOSED ANNEXATION OF 4.0± ACRES FROM PLAIN TOWNSHIP TO THE CITY OF NEW ALBANY

QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF PLAIN, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	December 9, 2022
Scale:	1" = 100'
Job No:	2022-1147
Sheet No:	1 of 1



RECEIVED
DEC 19 2022
Franklin County Engineer
Cornell R. Robertson, P.E., P.S.
ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By: [Signature] Date: 12/19/2022

AREA TO BE ANNEXED
FROM PLAIN TOWNSHIP TO THE CITY OF GROVE CITY

EXISTING CITY OF COLUMBUS CORPORATION LINE

EXISTING CITY OF NEW ALBANY CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 1631 feet, of which 490 feet is contiguous with the City of Columbus by Ordinance Number 639-89 and 1141 feet is contiguous to the City of New Albany by Ordinance Number 19-89, giving 100% perimeter contiguity.

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



RECEIVED
JAN 06 2023
Franklin County Planning Department
Franklin County, OH
ANX-01-23

By: Matthew A. Kirk 9 Dec 22
Matthew A. Kirk
Professional Surveyor No. 7865
mkirk@emht.com
Date





ORDINANCE O-58-2023

AN ORDINANCE TO APPROVE THE FINAL PLAT AND ACCEPT RIGHT-OF-WAY DEDICATION OF 0.1685+/- ACRES ALONG THIRD STREET AND 3.02+/- ACRES BETWEEN EAST GRANVILLE STREET AND SOUTH HIGH STREET FOR THE MARKET STREET EAST EXTENSION AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, an application to approve the final plat for the Market Street East extension has been submitted by the city of New Albany; and

WHEREAS, the city will be the recipient (grantee) of the right of way dedication of approximately 3.18+/- acres along Third Street and between South High Street and East Granville Street; and

WHEREAS, the New Albany Planning Commission, after review in a public meeting on March 20, 2023, recommended approval of the final plat; and

WHEREAS, the city engineer certifies that Market Street East extension meets all the requirements of Chapter 1187 of the codified ordinances, storm water management, design requirements, and will meet all other requirements of the city.

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 final plat creating Market Street East extension is attached to this ordinance as Exhibit A and made a part herein is approved.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the 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 121.22 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 _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 03/24/2023

Introduced: 04/04/2023

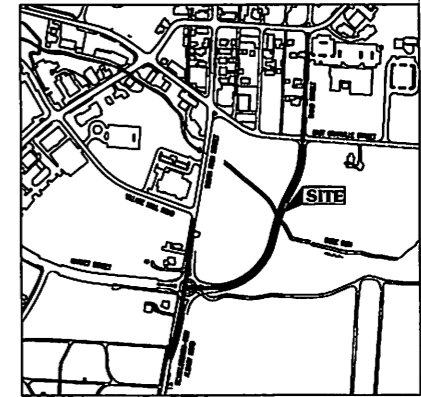
Revised:

Adopted:

Effective:

Exhibit A - O-58-2023

MARKET STREET, REYNOLDSBURG-NEW ALBANY ROAD, SOUTH HIGH STREET, EAST GRANVILLE STREET, THIRD STREET & MAIN STREET DEDICATION AND EASEMENTS



LOCATION MAP
N15

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Quarter Township 4, Township 2, Range 16, United States Military Lands, being a resubdivision of Lots 8, 9, 10, 14 and 16 of G.D. Ury's Addition to New Albany, as recorded in Plat Book 5, Page 402, also being a resubdivision of Lot 51 through Lot 70, inclusive, of the Town Plot (Diagram) of New Albany, as recorded in Deed Book 17, Page 278, containing 3.1883 acres of land, more or less, said 3.1883 acres being comprised of 1) part of the 1.7970 acre tract conveyed to The New Albany Company LLC by deed of record in O.R.V. 34852, Pg. 804, 2) part of the 0.143 acre tract conveyed to The New Albany Company LLC by deed of record in instrument Number 200201280025159, 3) part of the 2.277 acre tract conveyed to The New Albany Company LLC by deed of record in O.R.V. 31702, Pg. 416, 4) part of the 4.099 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143281, 5) part of the 5 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143273, 6) part of the 1.856 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143281, 7) part of the 1.808 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143281, 8) part of the 1.736 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143281, 9) part of the 1.325 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143281, 10) part of the 3.235 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143281, 11) part of the 0.566 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143273, 12) part of the 7.504 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143273, 13) part of the 4.811 acre tract conveyed to Whitaborn Organics, LLC by deed of record in instrument Number 201209250143273, 14) part of a tract containing Lots 60 and 61 of said plot of New Albany, conveyed to The New Albany Company LLC by deed of record in instrument Number 201605250060064, 15) part of a tract containing Lot 62 through 64, inclusive, of said plot of New Albany, conveyed to The New Albany Company LLC by deed of record in instrument Number 201912160168970, 16) part of a tract containing Lot 65 of said plot of New Albany, conveyed to The New Albany Company LLC by deed of record in instrument Number 202007010094955, 17) part of a tract containing Lots 66 and 67 of said plot of New Albany, conveyed to The New Albany Company LLC by deed of record in instrument Number 201808100107713, 18) part of a tract containing Lots 68 through 70, inclusive, of said plot of New Albany, conveyed to The New Albany Company LLC by deed of record in instrument Number 202009250147726, all references refer to the record of the Recorder's Office, Franklin County, Ohio.

The undersigned, The New Albany Company LLC, a Delaware limited liability company by and Whitaborn Organics, LLC, an Ohio limited liability company by owners of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "MARKET STREET, REYNOLDSBURG-NEW ALBANY ROAD, SOUTH HIGH STREET, EAST GRANVILLE STREET, THIRD STREET & MAIN STREET DEDICATION AND EASEMENTS" and does hereby accept this plat of same and dedicates to public use, as such, all of Market Street, Reynoldsburg-New Albany Road, South High Street, East Granville Street, Third Street & Main Street shown hereon and heretofore dedicated.

Easements are hereby reserved in, over, and under areas designated on this plat as "Utility Easement", the aforementioned designated easement permit the construction, operation and maintenance of all public and quasi public utilities, above and beneath and on the surface of the ground, and where necessary, for the construction, operation, and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff, unless approved by the City Engineer, are permitted within Drainage Easement areas as delineated on this plat. Areas shown hereon outside of the platted area are within land owned by the undersigned and easements are hereby granted therein for the uses and purposes expressed herein.

In Witness Whereof, _____, has hereunto set his hand this ____ day of _____, 20____.
Signed and acknowledged in the presence of: _____
By: _____

STATE OF OHIO
COUNTY OF FRANKLIN

ss: Before me, a Notary Public, in and for said State, personally appeared _____ who acknowledged the signing of the foregoing instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said _____ for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20____.

My commission expires _____ Notary Public, State of Ohio

Approved this ____ day of _____, 20____, _____ Mayor, New Albany, Ohio

Approved this ____ day of _____, 20____, _____ City Engineer, New Albany, Ohio

Approved this ____ day of _____, 20____, _____ Council Representative to Planning Commission, New Albany, Ohio

Approved this ____ day of _____, 20____, _____ Chairperson, Planning Commission, New Albany, Ohio

Approved this ____ day of _____, 20____, _____ Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. _____, passed _____, 20____, wherein all of Market Street, Reynoldsburg-New Albany Road, Dublin-Granville Road, Third Street and Main Street shown dedicated hereon is accepted, as such, by the Council for the City of New Albany, Ohio. The City of New Albany, Ohio, approval of this plat shall become null and void unless recorded prior to _____, 20____.

In Witness Whereof, _____, has hereunto set his hand this ____ day of _____, 20____.
Signed and acknowledged in the presence of: _____
By: _____

Transferred this ____ day of _____, 20____, _____ Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this ____ day of _____, 20____, at _____, Recorder, Franklin County, Ohio

Fee \$ _____
File No. _____

Recorded this ____ day of _____, 20____, _____ Deputy Recorder, Franklin County, Ohio

Plat Book _____ Pages _____

STATE OF OHIO
COUNTY OF FRANKLIN

ss: Before me, a Notary Public, in and for said State, personally appeared _____ who acknowledged the signing of the foregoing instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said _____ for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20____.

My commission expires _____ Notary Public, State of Ohio

SURVEY DATA:

BASE OF BEARINGS: The bearings shown on this plat were transferred from a field traverse originating and is based on the Ohio State Plane Coordinate System, South Zone as per IAD 33, 1988 adjustment. A bearing of North 10°31'41" East was held for a portion of the existing centerline of Reynoldsburg-New Albany Road, between centerline monuments FCGS 9916A and FCGS 9916B designated the "basis of bearing" for this plat.

SOURCE OF DATA: The sources of recorded survey data are the records of the Franklin County, Ohio, Recorder, referenced in the plan and text of this plat.

IRON PINS: where indicated hereon, unless otherwise noted, and are solid steel reinforcing bar five-eighths inch (5/8") diameter, thirty inches long with a plastic cap placed in the top and bearing the name "E.P. FERRIS SURVEYOR 8342".

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top and flush with the surface of the ground and then capped with an aluminum cap stamped EP Ferris. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities and prior to the City of New Albany, Ohio's acceptance of these improvements. The New Albany, Ohio, Municipal Engineer shall be notified when the markers are in place.

FLOOD NOTE:

All of the subject property is located in Zone X (Areas determined to be outside of the 0.2% annual chance floodplain) and Zone X (Areas of 0.2% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees from 1% annual chance flood.) of Flood Insurance Rate Map (FIRM) Map Number 39049C0208K (June 17, 2008).

PREPARED BY

E. P. FERRIS AND ASSOCIATES, INC.

CONSULTING CIVIL ENGINEERS & SURVEYORS
2130 QUARRY TRAILS DR., 2ND FLOOR, COLUMBUS, OHIO 43228

We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct to the best of my knowledge. All dimensions are in feet and decimal parts thereof.



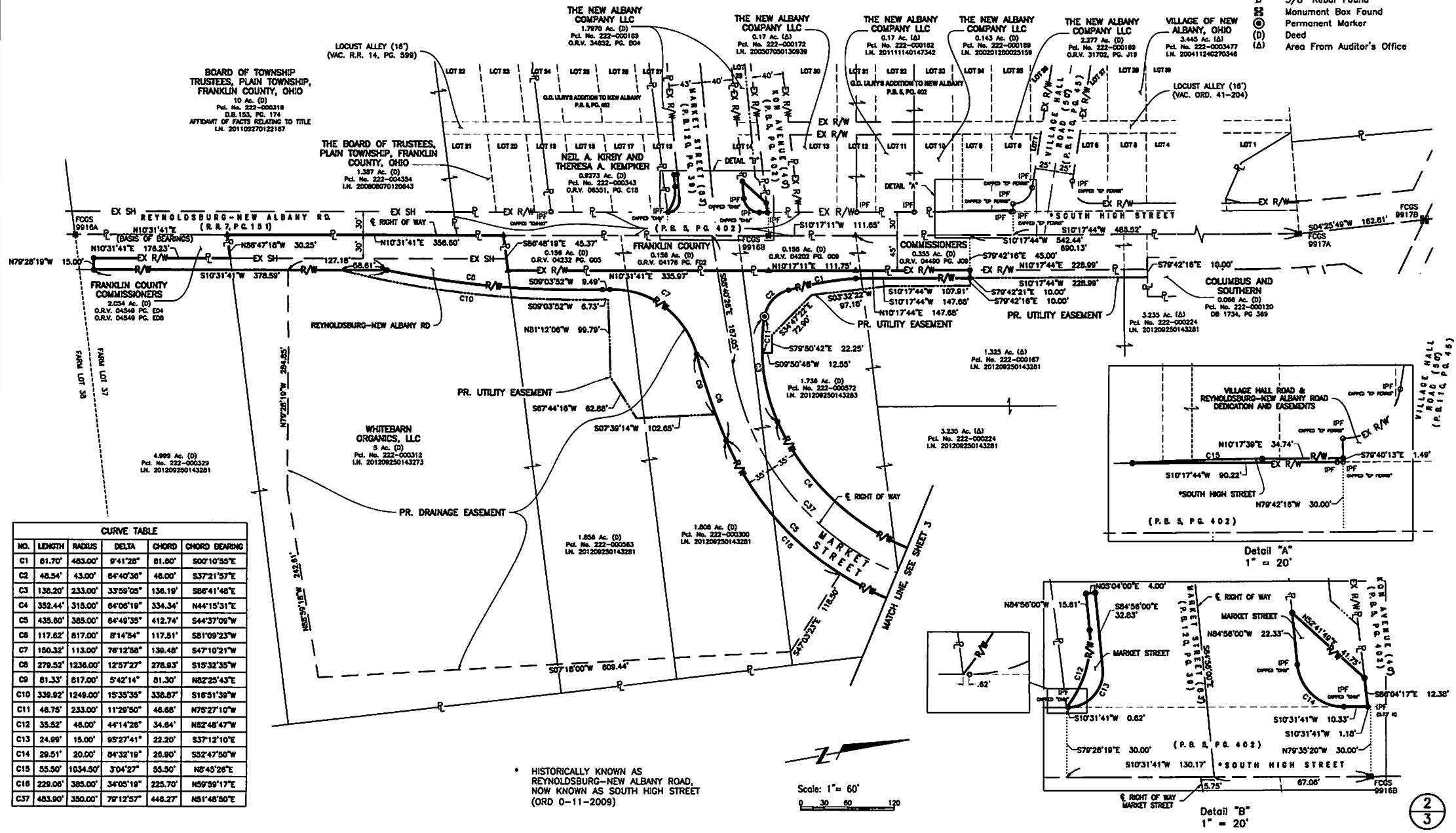
By: Matthew Lee Sloc, P.E., P.S.
Registered Surveyor No. 6343

EXHIBIT A

MARKET STREET, REYNOLDSBURG-NEW ALBANY ROAD, SOUTH HIGH STREET, EAST GRANVILLE STREET, THIRD STREET & MAIN STREET DEDICATION AND EASEMENTS

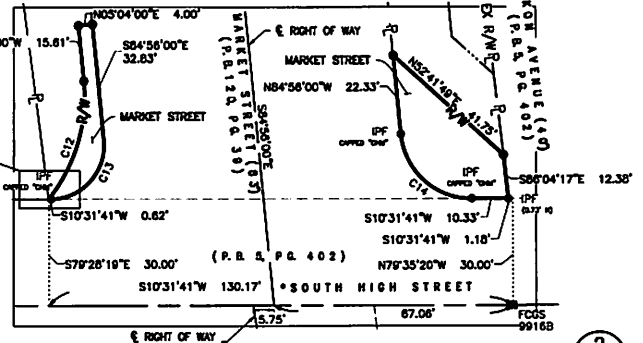
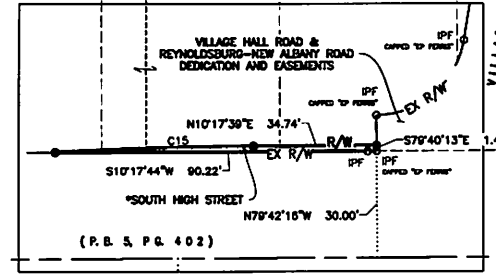
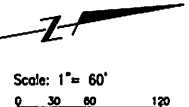
LEGEND

- EX R/W Existing Right-of-Way
- EX SH Existing Highway Easement
- R/W Proposed Right-of-Way
- P Property Line
- ☉ Centerline of Right-of-Way
- ⊙ Iron Pin Set
- 3/8"x3" Spike W/ 1" Diam. Head W/ 1.5" Diam. Brass Washer Stamped "E.P. FERRIS SURVEYOR 8342"
- 3/4" Iron Pipe Found
- ⊕ 5/8" Rebar Found
- ⊙ Monument Box Found
- ⊙ Permanent Marker
- (D) Dead
- (A) Area From Auditor's Office



CURVE TABLE				
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	81.70'	483.00'	9°41'28"	81.60' S00°10'35"E
C2	48.54'	43.00'	84°40'36"	46.00' S37°21'57"E
C3	138.20'	233.00'	33°58'05"	138.19' S86°41'48"E
C4	352.44'	315.00'	64°06'18"	334.34' N44°15'31"E
C5	435.80'	385.00'	84°48'35"	412.74' S44°37'09"W
C6	117.82'	817.00'	8°14'54"	117.51' S81°09'23"W
C7	150.32'	113.00'	78°12'58"	139.48' S47°10'21"W
C8	279.52'	1236.00'	12°57'27"	278.93' S15°32'35"W
C9	81.33'	817.00'	5°42'14"	81.30' N82°25'43"E
C10	339.92'	1249.00'	15°33'35"	338.87' S16°51'39"W
C11	48.75'	233.00'	11°29'50"	46.68' N78°27'10"W
C12	35.52'	46.00'	44°14'26"	34.64' N82°48'47"W
C13	24.99'	15.00'	95°27'41"	22.20' S37°12'10"E
C14	29.51'	20.00'	84°32'19"	28.90' S52°47'50"W
C15	55.50'	1034.50'	3°04'27"	55.50' N8°45'26"E
C16	229.06'	385.00'	34°05'19"	225.70' N59°59'17"E
C17	483.90'	350.00'	79°12'57"	448.27' N51°48'50"E

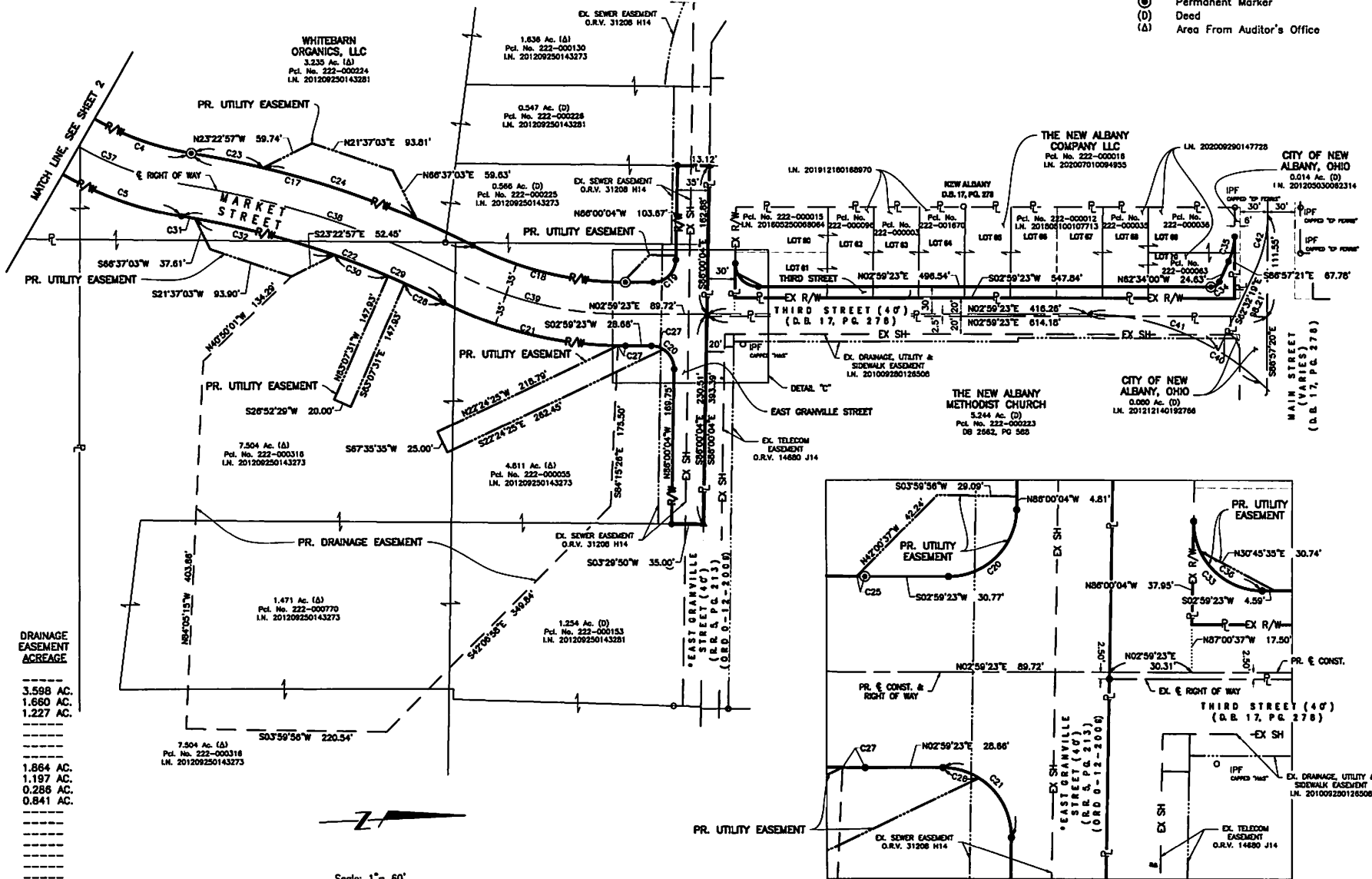
* HISTORICALLY KNOWN AS REYNOLDSBURG-NEW ALBANY ROAD, NOW KNOWN AS SOUTH HIGH STREET (ORD 0-11-2009)



CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C4	352.44'	315.00'	84°06'19"	354.34'	N44°18'31"E
C5	435.60'	385.00'	64°49'35"	412.74'	S44°37'09"W
C17	328.56'	1035.00'	18°04'39"	325.20'	N21°14'41"E
C18	173.57'	365.00'	27°17'36"	172.23'	N18°38'12"E
C19	38.83'	25.00'	88°59'26"	35.04'	N41°30'21"W
C20	39.71'	25.00'	91°00'34"	35.67'	S48°29'39"W
C21	207.22'	435.00'	27°17'36"	205.27'	S18°38'12"W
C22	304.47'	965.00'	18°04'39"	303.21'	S21°14'41"W
C23	60.35'	1035.00'	4°26'53"	60.35'	N14°25'48"E
C24	178.43'	1035.00'	9°52'39"	178.21'	S21°35'34"W
C25	3.09'	365.00'	0°29'08"	3.09'	S31°15'57"W
C26	13.93'	25.00'	31°54'55"	13.75'	N18°56'50"E
C27	8.29'	435.00'	1°05'31"	8.29'	N3°32'08"E
C28	47.41'	965.00'	2°48'54"	47.41'	S28°52'33"W
C29	20.00'	965.00'	1°11'15"	20.00'	N28°52'29"E
C30	63.66'	965.00'	3°48'47"	63.65'	S24°23'27"W
C31	7.64'	965.00'	0°54'27"	7.64'	N12°39'35"E
C32	158.11'	965.00'	9°23'16"	157.94'	N17°48'26"E
C33	39.71'	25.00'	91°00'34"	35.67'	N48°29'39"E
C34	11.44'	10.00'	85°33'22"	10.83'	N28°47'19"W
C35	27.88'	79.00'	20°13'21"	27.74'	N73°39'40"W
C36	28.24'	25.00'	64°42'48"	28.76'	S33°20'46"W
C37	483.90'	350.00'	79°12'57"	446.27'	N51°48'50"E
C38	315.51'	1000.00'	18°04'39"	314.21'	N21°14'41"E
C39	190.55'	400.00'	27°17'36"	188.75'	N18°38'12"E
C40	209.47'	280.00'	42°51'46"	204.82'	N24°25'15"E
C41	151.82'	280.00'	31°01'30"	149.77'	N18°30'06"E
C42	61.58'	144.50'	24°25'01"	61.11'	S74°44'50"E

MARKET STREET, REYNOLDSBURG-NEW ALBANY ROAD, SOUTH HIGH STREET, EAST GRANVILLE STREET, THIRD STREET & MAIN STREET DEDICATION AND EASEMENTS

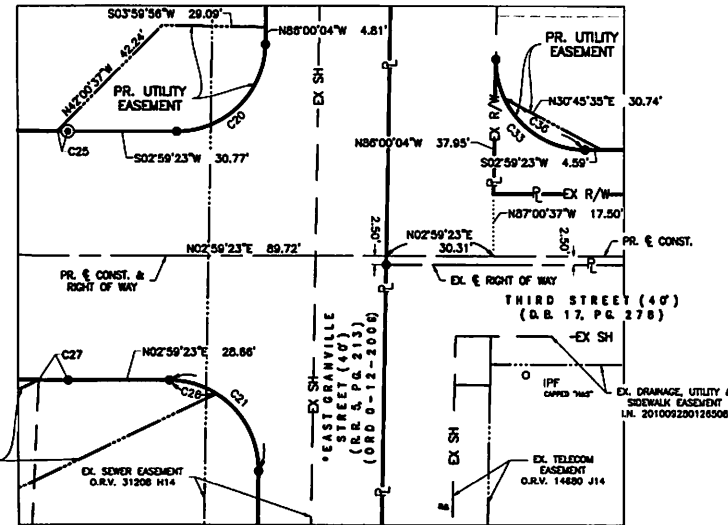
- LEGEND**
- EX R/W Existing Right-of-Way
 - EX SH Existing Highway Easement
 - R/W Proposed Right-of-Way
 - PL Property Line
 - CL Centerline of Right-of-Way
 - IPF Iron Pin Set
 - ▲ 3/8"x3" Spike W/ 1" Diam. Head W/ 1.5" Diam. Brass Washer Stamped "E.P. FERRIS SURVEYOR 8342"
 - 3/4" Iron Pipe Found
 - ⊕ 5/8" Rebar Found
 - ⊗ Monument Box Found
 - ⊙ Permanent Marker
 - (D) Deed
 - (A) Area From Auditor's Office



ACREAGE BREAKDOWN

PARCEL ID	R/W ACREAGE	P.R.O. R/W ACREAGE	UTILITY EASEMENT ACREAGE	DRAINAGE EASEMENT ACREAGE
222-000329	0.081 AC.			
222-000312	0.413 AC.	0.248 AC.	0.057 AC.	3.598 AC.
222-000563	0.084 AC.		0.147 AC.	1.660 AC.
222-000300	0.488 AC.		0.261 AC.	1.227 AC.
222-000572	0.498 AC.		0.075 AC.	
222-000187	0.032 AC.		0.079 AC.	
222-000224	0.568 AC.		0.164 AC.	
222-000169	0.024 AC.			
222-000316	0.135 AC.		0.139 AC.	1.864 AC.
222-000770				1.197 AC.
222-000153				0.286 AC.
222-000055	0.651 AC.	0.141 AC.	0.160 AC.	0.841 AC.
222-000225	0.070 AC.	0.040 AC.		
222-000015	0.032 AC.		0.002 AC.	
222-000098	0.014 AC.			
222-000033	0.014 AC.			
222-001670	0.014 AC.			
222-000016	0.014 AC.			
222-000012	0.029 AC.			
222-000035	0.014 AC.			
222-000063	0.037 AC.			
222-000036	0.0005 AC. (20.91 SF)			
TOTAL:	3.1885 AC.	0.427 AC.	1.084 AC.	10.673 AC.

• HISTORICALLY KNOWN AS WORTHINGTON ROAD, GRANVILLE AND WORTHINGTON ROAD AND DUBLIN-GRANVILLE ROAD, NOW KNOWN AS EAST GRANVILLE STREET (ORD 0-12-2009)



Detail "C"
1" = 20'



ORDINANCE O-59-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNER, KAY C. CURRENS, OF THE PROPERTY LOCATED AT 3412 MINK STREET IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE MINK STREET PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Mink Street Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Mink Street and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-39-2022 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owner have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owner, Kay C. Currens, for the property located at 3412 Mink Street, for the public purpose of making, repairing, improving and constructing Mink Street and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described and depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel M56-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel M56-T1).
- C. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel M56-T2).

Section 2. That Council hereby fixes the value of all the property and interests appropriated at Twenty-four Thousand Sixty-two Dollars (\$24,062.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owner of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owner to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the 30-day referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 03/24/2023
Revised: 03/28/2023
Introduced: 04/04/2023
Adopted:
Effective:

EXHIBIT A

**PARCEL M56-WD
0.537 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lots 1 and 10 of the Middle Division of the Marsh Section, Quarter Township 1, Township 2, Range 15, United States Military District, being part of that 10.00 acre tract conveyed to Kay C. Currens by deeds of record in Instrument Numbers 201406020009864 and 201902110002583 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a stone found at the common corner of Lots 1, 2, 9, and 10 of said Middle Division of the Marsh Section, the common corner of that 130.590 acre tract conveyed to Green Chapel Properties, LLC by deed of record in Instrument Number 200612260036775 and that 28.35 acre tract conveyed to Julian Farms LLC by deed of record in Instrument Number 201206040012209, in the easterly line of said 10.00 acre tract;

Thence South 03° 47' 32" West, with the line common to said 10.00 and 28.35 acre tracts and the line common to said Lots 9 and 10, a distance of 48.47 feet to the common corner of said 10.00 acre tract and that 5.50 acre tract conveyed to Thomas W. Dauer and Dianne S. Dauer by deed of record in Instrument Number 200808190018862;

Thence North 86° 29' 48" West, with the line common to said 10.00 and 5.50 acre tracts, a distance of 833.49 feet to an iron pin set, being the TRUE POINT OF BEGINNING;

Thence North 86° 29' 48" West, partially across Mink Street (C.R. 41, width varies) and continuing with said common line, (passing a 3/4 inch bent iron pipe found at a distance of 61.92 feet) a total distance of 88.49 feet to a magnetic nail set in the centerline of said Mink Street, the easterly line of that 35.745 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202207200017782, and at the common corner of said 10.00 and 5.50 acre tracts;

Thence North 22° 36' 00" East, with the centerline of said Mink Street, the westerly line of said 10.00 acre tracts, the easterly lines of said 35.745 acre tract, that 0.539 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205100011767, and that 1.049 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, a distance of 553.27 feet to a magnetic nail set at the common corner of said 10.00 acre tract and that 3.000 acre tract conveyed to Danny T. Disbennett and Rebecca C. Disbennett by deed of record in Instrument Number 201609160020094;

Thence South 86° 29' 51" East, across said Mink Street, with the line common to said 10.00 and 3.000 acre tracts, a distance of 31.86 feet to an iron pin set in the easterly right-of-way line of said Mink Street;

Thence across said 10.00 acre tract, the following courses and distances:

EXHIBIT A

PARCEL M56-WD

0.537 ACRE

-2-

South 23° 09' 08" West, with said right-of-way line, a distance of 10.57 feet to an iron pin set;

South 22° 36' 00" West, continuing with said right-of-way line, a distance of 253.84 feet to an iron pin set at a point of curvature;

With the arc of a curve to the left, having a central angle of 24° 29' 49", a radius of 506.00 feet, an arc length of 216.34 feet, a chord bearing of South 10° 21' 05" West and chord distance of 214.70 feet to an iron pin set at a point of reverse curvature; and

With the arc of a curve to the right, having a central angle of 33° 48' 22", a radius of 105.00 feet, an arc length of 61.95 feet, a chord bearing of South 15° 00' 22" West and chord distance of 61.06 feet to the TRUE POINT OF BEGINNING, containing 0.537 acre, more or less, all of which is within Auditor's Parcel Number 037-112146-00.000, 0.381 acre is within the present roadway occupied by said Mink Street NW.

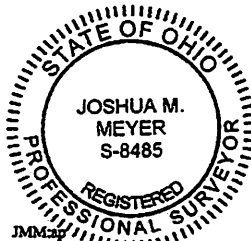
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Mink Street NW, having a bearing of North 22° 36' 00" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



JMM:zj
M56-WD_0_537 ac 202202233-VS-BNDY.docx

Josh M. Meyer

Joshua M. Meyer
Professional Surveyor No. 8485

10-17-2022

Date

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JMM</i>	
DATE: 10/25/22	



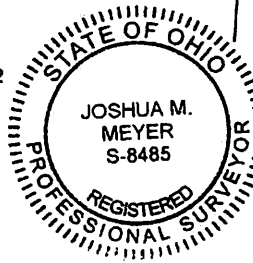
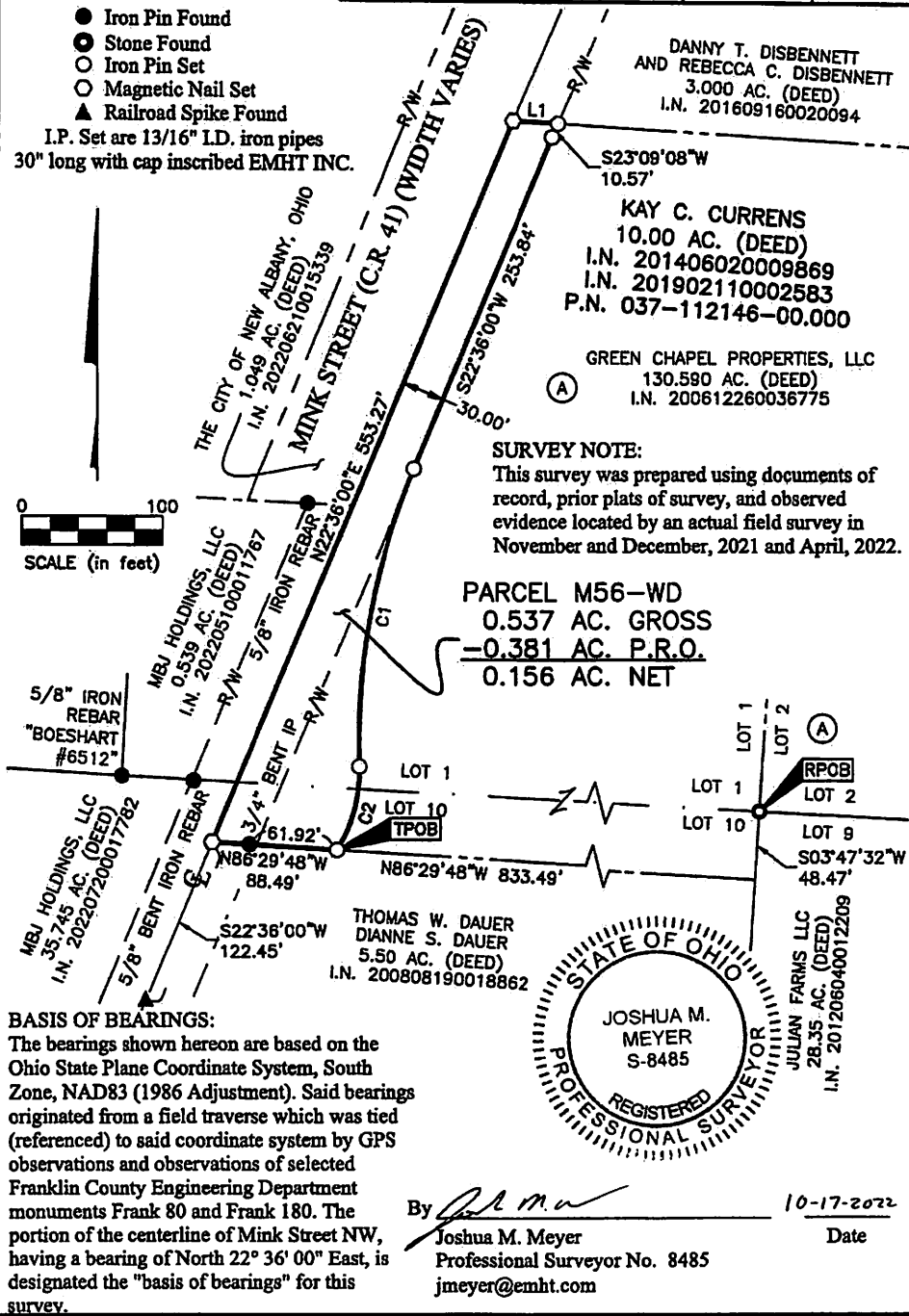
SURVEY OF ACREAGE PARCEL
LOTS 1 & 10, MIDDLE DIVISION OF THE MARSH SECTION,
QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: October 17, 2022 | Scale: 1" = 100' | Job No: 2022-0233 | Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°29'51"E	31.86'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	24°29'49"	506.00'	216.34'	S10°21'05"W	214.70'
C2	33°48'22"	105.00'	61.95'	S15°00'22"W	61.06'

- Iron Pin Found
 - Stone Found
 - Iron Pin Set
 - Magnetic Nail Set
 - ▲ Railroad Spike Found
- I.P. Set are 13/16" LD. iron pipes
 30" long with cap inscribed EMHT INC.



BASIS OF BEARINGS:
 The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Mink Street NW, having a bearing of North 22° 36' 00" East, is designated the "basis of bearings" for this survey.

By *Joshua M. Meyer* 10-17-2022
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com
 Date

IN 20220233-10-04-SHEETS BOULDERVALE-WD, 20220233-10-04-SHEETS BOULDERVALE-WD published by FERDINAND, DAVID on 10/17/2022 11:35:20 AM last saved by FERDINAND on 10/17/2022 11:38:18 AM

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL M56-T1

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 03711214600.000

Prior Instrument Reference: Instrument #201902110002583 Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Mink Street, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL M56-T1
0.015 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 1 of the Middle Division of the Marsh Section, Quarter Township 1, Township 2, Range 15, United States Military District, being on, over and across that 10.00 acre tract conveyed to Kay C. Currens by deed of record in Instrument Number 201902110002583 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Mink Street NW (County Road 41, width varies), at the common corner of said 10.00 acre tract and that 3.000 acre tract conveyed to Danny T. Disbennett and Rebecca C. Disbennett by deed of record in Instrument Number 201609160020094;

Thence South 22° 36' 00" West, with the centerline of said Mink Street NW, a distance of 214.06 feet to a point;

Thence across said 10.00 acre tract, the following courses and distances:

South 67° 24' 00" East, a distance of 30.00 feet to a point in the easterly right-of-way line of said Mink Street NW, being the TRUE POINT OF BEGINNING;

North 22° 36' 00" East, with said easterly right-of-way line, a distance of 20.00 feet to a point;

South 67° 24' 00" East, a distance of 6.01 feet to a point;

North 48° 22' 05" East, a distance of 15.36 feet to a point;

South 40° 41' 02" East, a distance of 19.33 feet to a point;

South 48° 22' 05" West, a distance of 27.91 feet to a point; and

North 67° 24' 00" West, a distance of 17.82 feet to the TRUE POINT OF BEGINNING, containing 0.015 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

19 Oct 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:amp
M56-T1_0_015 ac 20220233-VS-ESMT-TEMP.docx

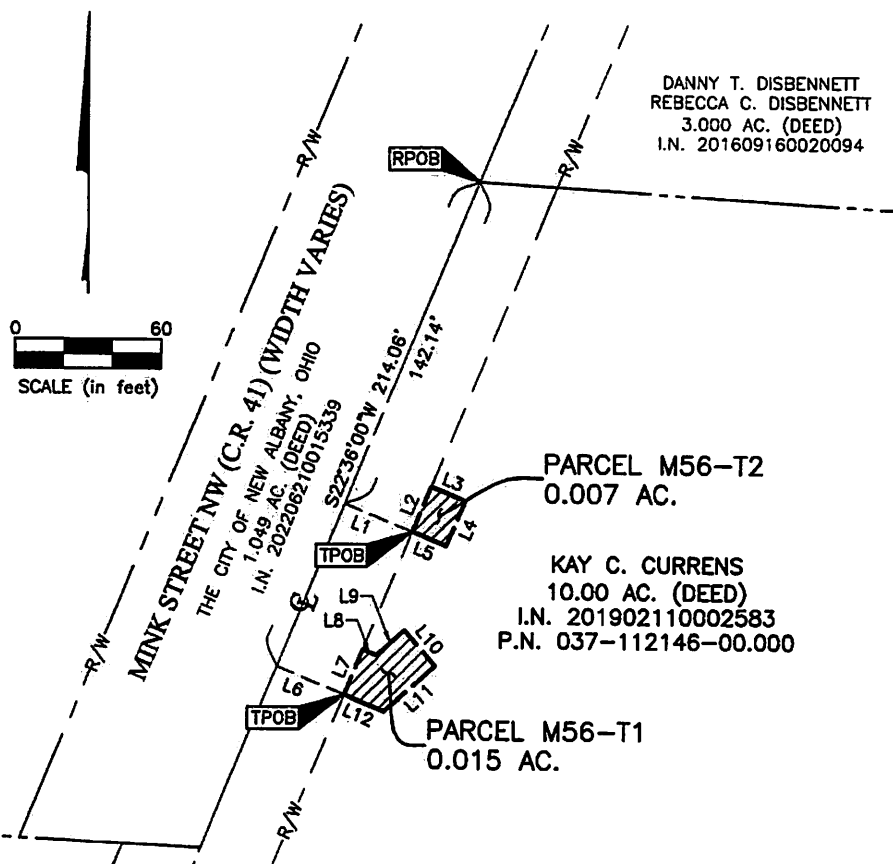




Evans, Mechwart, Hamilton & Tison, Inc.
 Engineers • Surveyors • Planners • Scientists
 5300 Hew Albany Road, Columbus, OH 43054
 Phone: 614.778.4300 Fax: 614.775.3448
 emht.com

TEMPORARY EASEMENT
LOT 1, MIDDLE DIVISION OF THE MARSH SECTION,
QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: October 19, 2022 Scale: 1" = 60' Job No: 2022-0233 Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S67°24'00"E	30.00'
L2	N22°36'00"E	20.00'
L3	S67°24'00"E	15.00'
L4	S22°36'00"W	20.00'
L5	N67°24'00"W	15.00'
L6	S67°24'00"E	30.00'
L7	N22°36'00"E	20.00'
L8	S67°24'00"E	6.01'
L9	N48°22'05"E	15.36'
L10	S40°41'02"E	19.33'
L11	S48°22'05"W	27.91'
L12	N67°24'00"W	17.82'



By Matthew A. Kirk 10/19/22
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com
 Date

4/1/2022 03:33 (DWG) 046 SHEETS EASEMENTS M56-T1, 20220233-45-ESUR-TEMP.DWG plotted by PHILPOTT, ANDREW on 10/19/2022 02:21:28 AM last saved by PHILPOTT on 10/19/2022 02:22:00 AM

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL M56-T2

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 03711214600.000

Prior Instrument Reference: Instrument #201902110002583 Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Mink Street, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL M56-T2
0.007 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 1 of the Middle Division of the Marsh Section, Quarter Township 1, Township 2, Range 15, United States Military District, being on, over and across that 10.00 acre tract conveyed to Kay C. Currens by deed of record in Instrument Number 201902110002583 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Mink Street NW (County Road 41, width varies), at the common corner of said 10.00 acre tract and that 3.000 acre tract conveyed to Danny T. Disbennett and Rebecca C. Disbennett by deed of record in Instrument Number 201609160020094;

Thence South 22° 36' 00" West, with the centerline of said Mink Street NW, a distance of 142.14 feet to a point;

Thence across said 10.00 acre tract, the following courses and distances:

South 67° 24' 00" East, a distance of 30.00 feet to a point in the easterly right-of-way line of said Mink Street NW, being the TRUE POINT OF BEGINNING;

North 22° 36' 00" East, with said easterly right-of-way line, a distance of 20.00 feet to a point;

South 67° 24' 00" East, a distance of 15.00 feet to a point;

South 22° 36' 00" West, a distance of 20.00 feet to a point; and

North 67° 24' 00" West, a distance of 15.00 feet to the TRUE POINT OF BEGINNING, containing 0.007 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

19 06 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:amp
M56-T2_0_007 ac 20220233-VS-ESMT-TEMP.docx

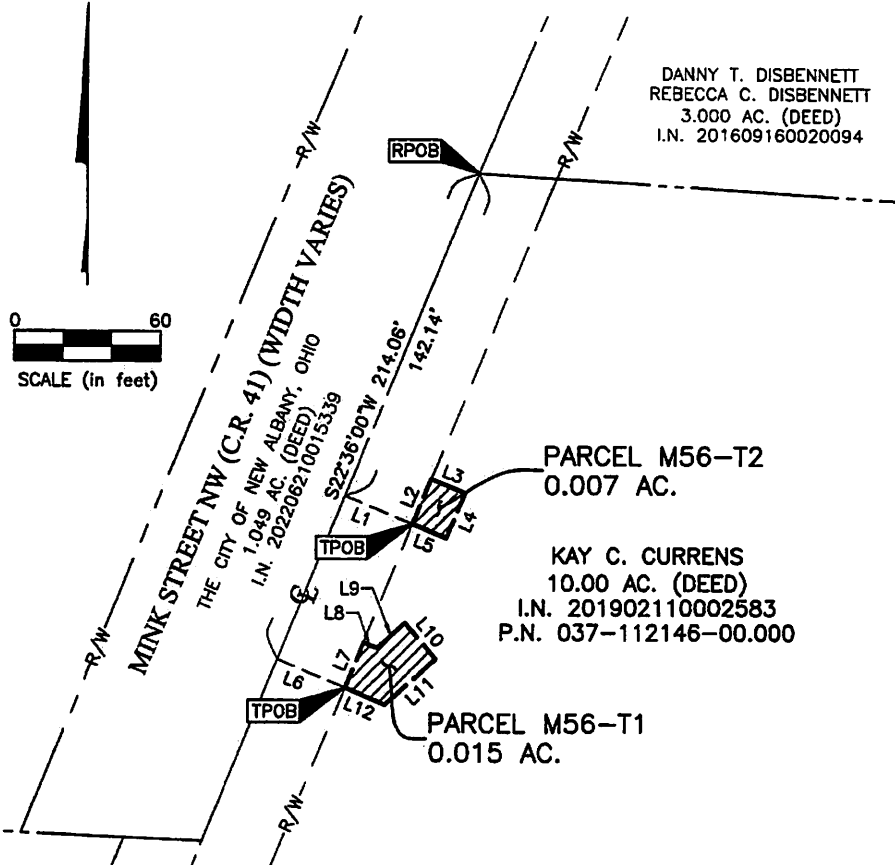




Evans, Machwar, Hambleton & Eilon, Inc.
 Engineers • Surveyors • Planners • Scientists
 4500 New Albany Road, Columbus, OH 43054
 Phone: 614.778.4300 Fax: 614.778.3448
 emht.com

TEMPORARY EASEMENT
LOT 1, MIDDLE DIVISION OF THE MARSH SECTION,
QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: October 19, 2022 Scale: 1" = 60' Job No: 2022-0233 Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S67°24'00"E	30.00'
L2	N22°36'00"E	20.00'
L3	S67°24'00"E	15.00'
L4	S22°36'00"W	20.00'
L5	N67°24'00"W	15.00'
L6	S67°24'00"E	30.00'
L7	N22°36'00"E	20.00'
L8	S67°24'00"E	6.01'
L9	N48°22'05"E	15.36'
L10	S40°41'02"E	19.33'
L11	S48°22'05"W	27.91'
L12	N67°24'00"W	17.82'



By Matthew A. Kirk 10/19/22
 Matthew A. Kirk Date
 Professional Surveyor No. 7865
 mkirk@emht.com

10/19/2022 09:04:56 AM SHEETS/EASEMENTS/M56-T_20220233-15-ESMT-TEMP.DWG plotted by PHILIPOTT, ANDREW on 10/19/2022 02:22:26 AM last saved by PHILIPOTT on 10/19/2022 02:22:00 AM



ORDINANCE O-60-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENT FROM THE OWNER, BRANDEN KERN, OF THE PROPERTY LOCATED AT 2710 MINK STREET IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE MINK STREET PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Mink Street Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Mink Street and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-11-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owner have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easement from its owner, Branden Kern, for the property located at 2710 Mink Street, for the public purpose of making, repairing, improving and constructing Mink Street and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel M72-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel M72-T).

Section 2. That Council hereby fixes the value of all the interests appropriated at One Thousand Five Hundred Seventy-seven Dollars (\$1,577.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owner of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owner to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

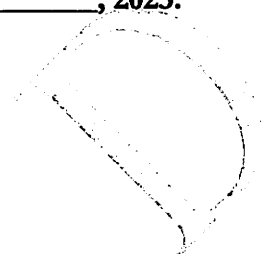
Section 7. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council, and

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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:



Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	03/24/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

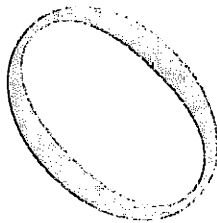


EXHIBIT A

**PARCEL M72-WD
0.140 ACRE**

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 14 of the Southerly Division of Marsh Section, Quarter Township 1, Township 2, Range 15, United States Military District, being part of that 4.016 acre tract conveyed to Branden Kern by deed of record in Instrument Number 201811200024727 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING at a magnetic nail set at the centerline intersection of Mink Street NW (County Road 41) (60 feet) and Jug Street Road NW (County Road 22) (60 feet), in the westerly line of said 4.016 acre tract, the northeasterly corner of that 5 acre tract conveyed to Betty M. Fagerstrom by deeds of record in Deed Book 495, Page 295 and Deed Book 826, Page 989, the southeasterly corner of that 2 acre tract conveyed to Jeff H. Peterman by deed of record in Official Record 357, Page 78;

Thence North 21° 06' 23" East, with the centerline of said Mink Street NW, with the common line of said 4.016 and 2 acre tracts, a distance of 15.39 feet to a magnetic nail set at the westerly common corner of said 4.016 acre tract and that 3 acre tract conveyed to Dustin A. Barkhurst and Lindsay Barkhurst by deed of record in Instrument Number 201810170021818;

Thence South 86° 00' 27" East, with the line common to said 4.016 and 3 acre tracts, and across the right of way of said Mink Street NW, (passing a 3/4 inch Solid Iron Pin found at a distance of 21.89 feet) a total distance of 31.39 feet to an iron pin set;

Thence South 21° 06' 23" West, with said easterly right of way line and across said 4.016 acre tract, a distance of 25.07 feet to an iron point set;

Thence South 22° 48' 23" West, with said easterly right of way line and across said 4.016 acre tract, a distance of 1.45 feet to an iron point set;

Thence continuing across said 4.016 acre tract, the following courses and distances:

South 67° 11' 37" East, a distance of 2.00 feet to an iron pin set;

South 22° 48' 23" West, a distance of 134.91 feet to an iron pin set; and

North 67° 11' 37" West, a distance of 2.00 feet to an iron pin set in said easterly right of way line;

Thence South 22° 48' 23" West, with said easterly right of way line and across said 4.016 acre tract, a distance of 33.55 feet to an iron point set in the common line of said 4.016 acre tract and that 6 acre tract conveyed to Mojica Properties, LLC by deed of record in Instrument Number 201808100016539;

EXHIBIT A

**PARCEL M72-WD
0.140 ACRE**

-2-

Thence North 85° 41' 37" West, with the line common to said 4.016 and 6 acre tracts, and across the right of way of said Mink Street NW, (passing a 5/8 inch Iron Rebar found at a distance of 4.92 feet) a total distance of 31.63 feet to a magnetic nail set in the centerline of said Mink Street NW, at a common corner of said 4.016 acre and 6 acre tracts in the easterly line of said 5 acre tract;

Thence North 22° 48' 23" East, with the centerline of said Mink Street NW, with the common line of said 4.016 acre tract and said 5 acre tract, a distance of 179.50 feet to the POINT OF BEGINNING, containing 0.140 acre, more or less, all of which is within Auditors Parcel Number 037-112602-00.000, and 0.134 acre of which is in the present roadway occupied.

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 shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Mink Street NW, having a bearing of North 21° 06' 23" East, is designated the "basis of bearing" for this description.

This description was prepared using documents of record, prior plats of survey and observed evidence located by an actual field survey in November and December 2021 and April 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

1-17-2023

Date

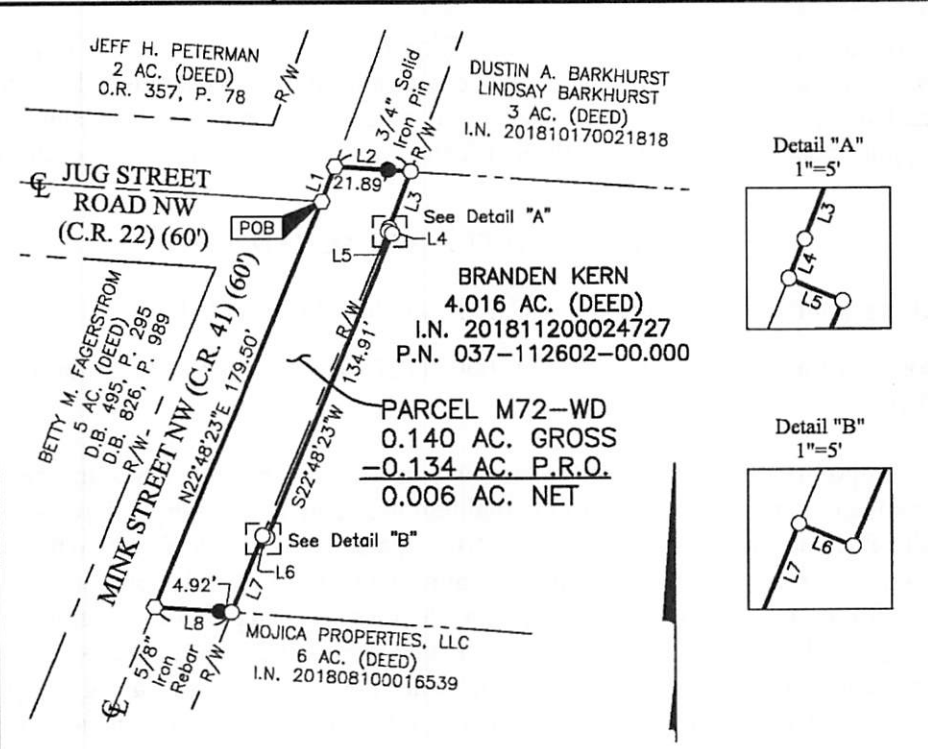
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PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: [Signature]	BS
DATE: 1/18/23	



SURVEY OF ACREAGE PARCEL
LOT 14, SOUTHERLY DIVISION OF THE MARSH SECTION
QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: January 17, 2023 Scale: 1" = 60' Job No: 2022-0233 Sheet No: 1 of 1



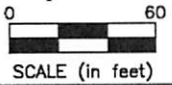
BASIS OF BEARINGS:
 The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Mink Street NW, having a bearing of North 21° 06' 23" 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 in November and December, 2021 and April, 2022.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°06'23"E	15.39'
L2	S86°00'27"E	31.39'
L3	S21°06'23"W	25.07'
L4	S22°48'23"W	1.45'
L5	S67°11'37"E	2.00'
L6	N67°11'37"W	2.00'
L7	S22°48'23"W	33.55'
L8	N85°41'37"W	31.63'

- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Monument Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.



By *J.M.M.* Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com
 Date 1-17-2023

J:\2022\2023\DWG\CASH\SETTS\BOUNDARY\M72-WD_20220233-VS-BNDY.DWG plotted by MEYER, JOSH on 1/17/2023 3:31:47 PM last saved by JMEYER on 1/17/2023 3:31:15 PM

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL M72-T

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 037-112602-00.000

Prior Instrument Reference: 201811200024727 Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Mink Street, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL M72-T
0.005 ACRE**

TEMPORARY EASEMENT

A temporary easement for grading and driveway re-construction, upon and over the described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 14 of the Southerly Division of Marsh Section, Quarter Township 1, Township 2, Range 15, United States Military District, being on, over and across that 4.016 acre tract conveyed to Branden Kern by deed of record in Instrument Number 201811200024727 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Mink Street NW (County Road 41) (60 feet), at the southwesterly corner of said 4.016 acre tract, the northwesterly corner of that 6 acre tract conveyed to Mojica Properties, LLC by deed of record in Instrument Number 201808100016539;

Thence South 85° 41' 37" East, across the right of way of said Mink Street NW, with the line common to said 4.016 and 6 acre tracts, a distance of 31.63 feet to a point in the easterly right of way line thereof, being the TRUE POINT OF BEGINNING;

Thence across said 4.016 acre tract, the following courses and distances:

North 22° 48' 23" East, with the said easterly right of way line, a distance of 29.39 feet to a point;

South 67° 11' 37" East, a distance of 8.00 feet to a point; and

South 22° 48' 23" West, a distance of 26.71 feet to a point in the line common to said 4.016 and 6 acre tracts;

Thence North 85° 41' 37" West, with said common line, a distance of 8.44 feet to the TRUE POINT OF BEGINNING, containing 0.005 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

3 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:jo
M72-T 0_005 ac 20220233-VS-ESMT-TEMP.docx

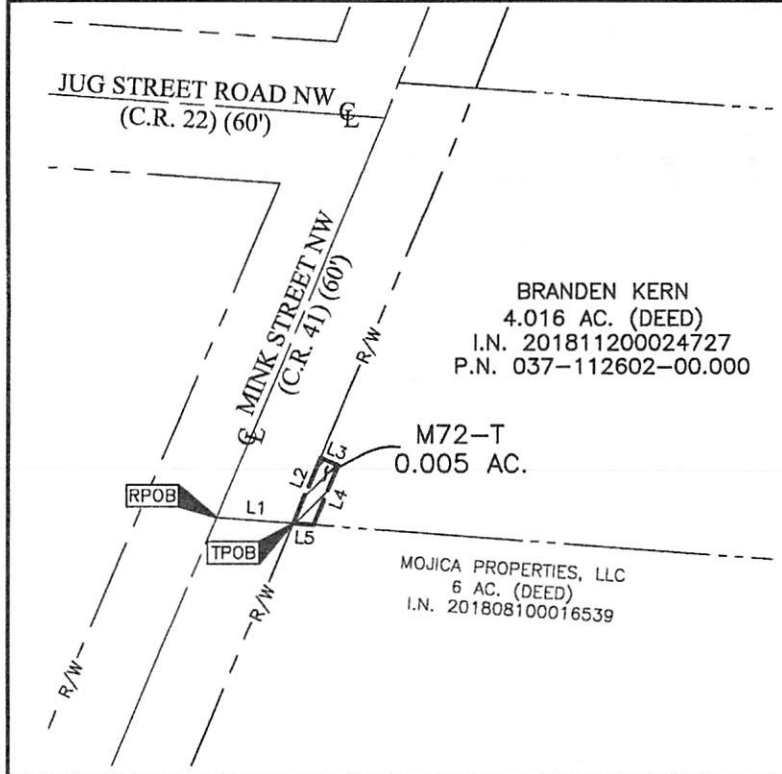




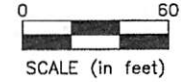
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENT
LOT 14, SOUTHERLY DIVISION OF THE MARSH SECTION
QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: January 3, 2023
 Scale: 1" = 60'
 Job No: 20220233
 Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S85°41'37"E	31.63'
L2	N22°48'23"E	29.39'
L3	S67°11'37"E	8.00'
L4	S22°48'23"W	26.71'
L5	N85°41'37"W	8.44'



By Matthew A. Kirk Date 3 JAN 23
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com

Ordinance O-60-2023 EXHIBIT 2

J:\20220233\DWG\04SHEETS\EASEMENTS\M72-T_20220233-VS-ESMT-TEMP.DWG plotted by DIMAS, JACOB on 1/3/2023 8:48:26 AM last saved by JOIMAS on 1/3/2023 8:47:57 AM



ORDINANCE O-61-2023

AN ORDINANCE TO APPROPRIATE PROPERTY FROM THE OWNERS, ROBERT T. VUCICH AND SHERYL L. VUCICH, OF THE PROPERTY LOCATED AT 12600 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owners have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property from its owners, Robert T. Vucich and Sheryl L. Vucich, for the property located at 12600 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G38-WD).

Section 2. That Council hereby fixes the value of all the interests appropriated at Twenty-three Thousand Six Hundred Twenty-seven Dollars (\$23,627.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owners of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owners of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Legislation dates:

Prepared: 03/24/2023

Introduced: 04/04/2023

Revised:

Adopted:

Effective:

Benjamin S. Albrecht
Law Director



EXHIBIT A

**PARCEL G38-WD
0.178 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 24, Township 3, Range 15, United States Military District, being out of that 5.616 acre tract conveyed to Robert T. Vucich and Sheryl L. Vucich by deed of record in Official Record 203, Page 511 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING at a P.K. nail found at the westerly centerline intersection of Green Chapel Road NW (Township Road 63) and Clover Valley Road NW (County Road 26), the southerly common corner of said Section 24 and Section 23 of said Township 3, in the northerly line of Township 2 of said Range 15, at the southeasterly corner of that 2.465 acre tract conveyed to Alex Luong by deed of record in Instrument Number 201908080016252, the southwesterly corner of that 2.512 acre tract conveyed to Biltwell Homes, LLC by deed of record in Instrument Number 202102090004257, in the northerly line of that 47.245 acre tract conveyed to Cheryl A. Bush, Trustee or her successor(s) as Trustees of "The Bush Keystone Inheritance Trust", dated January 23, 2007 by deed of record in Instrument Number 201209100020565;

Thence North 86° 21' 26" West, with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, a distance of 824.42 feet to a magnetic nail set at the southeasterly corner of said 5.616 acre tract, the southwesterly corner of that 5.632 acre tract conveyed to Victor R. DeCenzo and Tina L. DeCenzo by deed of record in Official Record 157, Page 189, in the northerly line of said 47.245 acre tract, the TRUE POINT OF BEGINNING;

Thence North 86° 21' 26" West, with the southerly line of said 5.616 acre tract, said centerline, said common Township line, said northerly line, a distance of 258.00 feet to a magnetic nail set at the southwesterly corner of said 5.616 acre tract, the southeasterly corner of that 6.674 acre tract conveyed to Denise L. Bauer by deed of record in Instrument Number 201907150014022;

Thence North 02° 53' 47" East, across said Green Chapel Road NW, with the line common to said 5.616 and 6.674 acre tracts (passing a 5/8 inch iron rebar found at a distance of 20.01 feet), a total distance of 30.00 feet to an iron pin set;

Thence South 86° 21' 26" East, across said 5.616 acre tract, a distance of 258.01 feet to an iron pin set in the line common to said 5.616 and 5.637 acre tracts;

Thence South 02° 54' 25" West, with said common line, across said Green Chapel Road NW, a distance of 30.00 feet to the TRUE POINT OF BEGINNING, containing 0.178 acre, more or less, all of which is within Auditor's Parcel Number 052-173490-00.001 and 0.073 acre of which is within the present roadway occupied.

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

EXHIBIT A

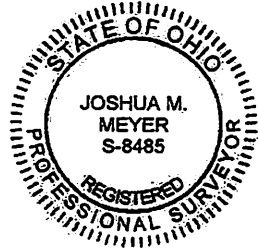
**PARCEL G38-WD
0.178 ACRE**

-2-

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86°21'26" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

12-9-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

IMM:djf
G38-WD_0_178 ac 20220307-VS-BNDY.docx

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: _____	BS
DATE: _____	1/9/2022



Evans, Messerick, Hambleton & Tibbo, Inc.
 Engineers & Surveyors • Planners • Scientists
 6300 New Albany Road, Columbus, OH 43254
 Phone: 614.778.4300 Cell Phone: 608.773.3448
 emht.com

SURVEY OF ACREAGE PARCEL

SECTION 24, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

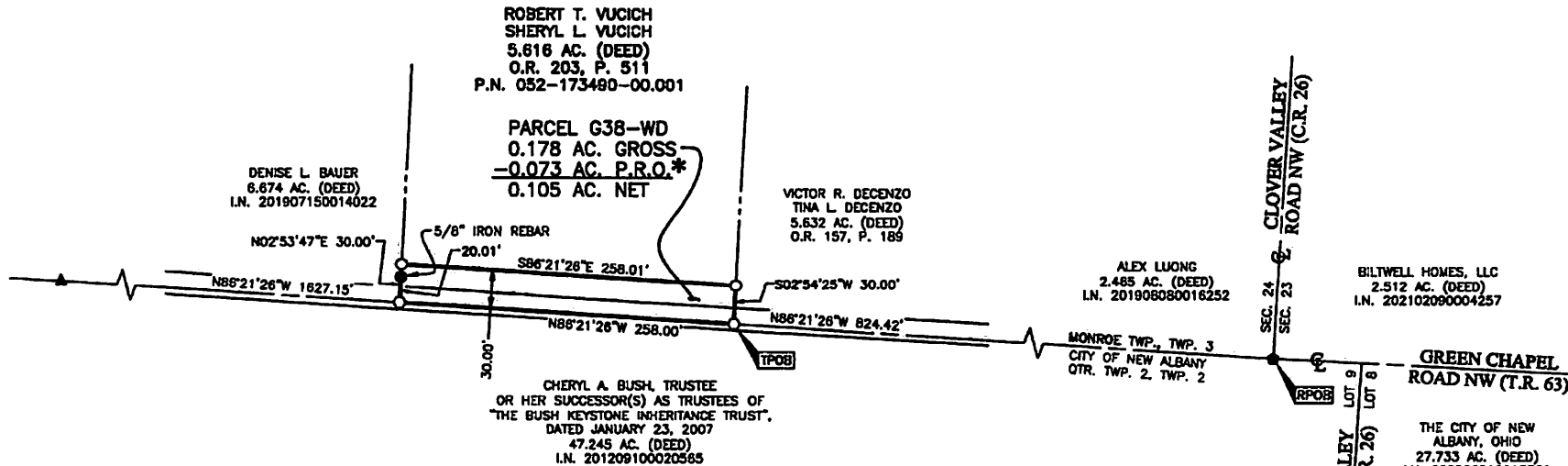
TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: December 9, 2022

Scale: 1" = 80'

Job No: 2022-0307

Sheet No: 1 of 1



BASIS OF BEARINGS:
 The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86°21'26" West, is designated the "basis of bearings" for this survey.

*** ROAD RIGHT OF WAY NOTES:**
 The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

SURVBY NOTE:
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in November and December, 2021 and April, 2022.

- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Monument Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
 180" long with cap inscribed EMHT INC.



By Joshua M. Meyer 12-9-2022
 Joshua M. Meyer
 Professional Surveyor No. 8485
 Date
 jmeyer@emht.com

Ordinance O-61-2023 EXHIBIT 1



ORDINANCE O-62-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENT FROM THE OWNERS, VICTOR R. DECENZO AND TINA L. DECENZO, OF THE PROPERTY LOCATED AT 12550 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the "Project"), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owners have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easement from its owners, Victor R. DeCenzo and Tina L. DeCenzo, for the property located at 12550 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G39-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G39-T).

Section 2. That Council hereby fixes the value of all the interests appropriated at Fifteen Thousand Eight Hundred Eighty-seven Dollars (\$15,887.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owners of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owners of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	03/24/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

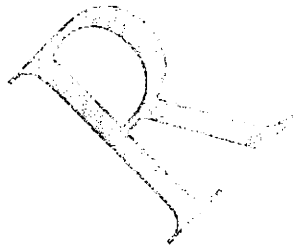


EXHIBIT A

**PARCEL G39-WD
0.141 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 24, Township 3, Range 15, United States Military District, being out of that 5.632 acre tract conveyed to Victor R. DeCenzo and Tina L. DeCenzo by deed of record in Official Record 157, Page 189 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING at a P.K. nail found at the westerly centerline intersection of Green Chapel Road NW (Township Road 63) and Clover Valley Road NW (County Road 26), the southerly common corner of said Section 24 and Section 23 of said Township 3, in the northerly line of Township 2 of said Range 15, at the southeasterly corner of said 2.465 acre tract conveyed to Alex Luong by deed of record in Instrument Number 201908080016252, the southwesterly corner of that 2.512 acre tract conveyed to Biltwell Homes, LLC by deed of record in Instrument Number 202102090004257, in the northerly line of that 47.245 acre tract conveyed to Cheryl A. Bush, Trustee or her successor(s) as Trustees of "The Bush Keystone Inheritance Trust", dated January 23, 2007 by deed of record in Instrument Number 201209100020565;

Thence North 86° 21' 26" West, with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, a distance of 566.29 feet to a magnetic nail set at the southeasterly corner of said 5.632 acre tract, the southwesterly corner of said 2.465 acre tract, in the northerly line of said 47.245 acre tract, the TRUE POINT OF BEGINNING;

Thence North 86° 21' 26" West, with the southerly line of said 5.632 acre tract, said centerline, said common Township line, said northerly line, a distance of 258.13 feet to a magnetic nail set at the southwesterly corner of said 5.632 acre tract, the southeasterly corner of that 5.616 acre tract conveyed to Robert T. Vucich and Sheryl L. Vucich by deed of record in Official Record 203, Page 511;

Thence North 02° 54' 25" East, across said Green Chapel Road NW, with the line common to said 5.632 and 5.616 acre tracts, a distance of 30.00 feet to an iron pin set;

Thence South 83° 35' 11" East, across said 5.632 acre tract, a distance of 258.59 feet to an iron pin set in the line common to said 5.632 and 2.465 acre tracts;

Thence South 02° 54' 35" West, with said common line, across said Green Chapel Road NW, a distance of 17.50 feet to the TRUE POINT OF BEGINNING, containing 0.141 acre, more or less, all of which is within Auditor's Parcel Number 052-173490-00.005 and 0.075 acre of which is within the present roadway occupied.

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.

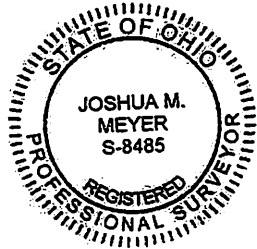
EXHIBIT A

**PARCEL G39-WD
0.141 ACRE**

-2-

The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86°21'26" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

12-9-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G39-WD_0_141 ac 20220307-VS-BNDY.docx

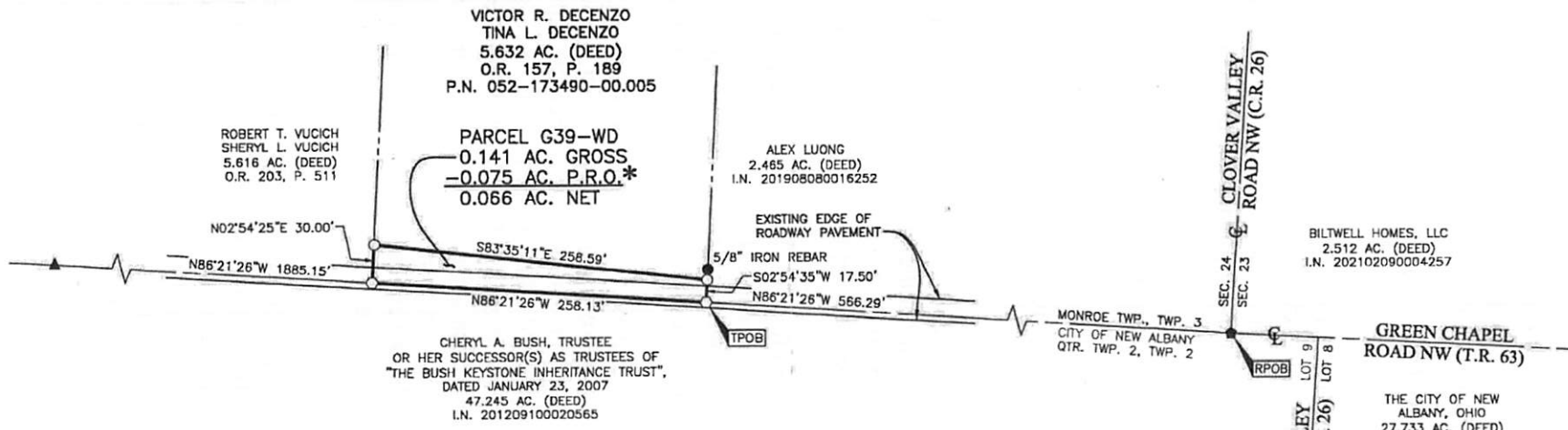
PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>BS</i>
DATE:	<i>1/9/22</i>



SURVEY OF ACREAGE PARCEL

SECTION 24, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	December 9, 2022
Scale:	1" = 80'
Job No:	2022-0307
Sheet No:	1 of 1



CHERYL A. BUSH, TRUSTEE
OR HER SUCCESSOR(S) AS TRUSTEES OF
"THE BUSH KEYSTONE INHERITANCE TRUST",
DATED JANUARY 23, 2007
47.245 AC. (DEED)
I.N. 201209100020565

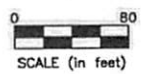
BASIS OF BEARINGS:
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86°21'26" West, is designated the "basis of bearings" for this survey.

*** ROAD RIGHT OF WAY NOTES:**
The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in November and December, 2021 and April, 2022.

- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Monument Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



By Joshua M. Meyer
Joshua M. Meyer
Professional Surveyor No. 8485
jmeyer@emht.com

12-9-2022
Date

Ordinance O-62-2023 EXHIBIT 1

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G39-T

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-173490-00.005

Prior Instrument Reference: Volume 203, Page 511, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G39-T
0.023 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 24, Township 3, Range 15, United States Military District, being on, over and across that 5.632 acre tract conveyed to Victor R. Decenzo and Tina L. Decenzo by deed of record in Official Record 157, Page 189 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning for reference, in the centerline of said Green Chapel Road NW (T.R. 63), the line common to said Township 3 and Township 2 of said Range 15, the southerly common corner to said 5.632 acre tract and that 5.616 acre tract conveyed to Robert T. Vucich and Sheryl L. Vucich by deed of record in Official Record 203, Page 511, in the northerly line of that 47.245 acre tract conveyed to Cheryl A Bush, Trustee or her Successor(s) as Trustees of "The Bush Keystone Inheritance Trust", Dated January 23, 2007, by deed of record in Instrument Number 201209100020565;

Thence North 02° 54' 25" East, with the line common to said 5.632 and 5.616 acre tracts, a distance of 26.06 feet to a point;

Thence South 87° 05' 35" East, across said 5.632 acre tract, a distance of 64.40 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 5.632 acre tract, the following courses and distances;

North 06° 24' 49" East, a distance of 20.00 feet to a point;

South 83° 35' 11" East, a distance of 50.00 feet to a point;

South 06° 24' 49" West, a distance of 20.00 feet to a point; and

North 83° 35' 11" West, a distance of 50.00 feet to the TRUE POINT OF BEGINNING, containing 0.023 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

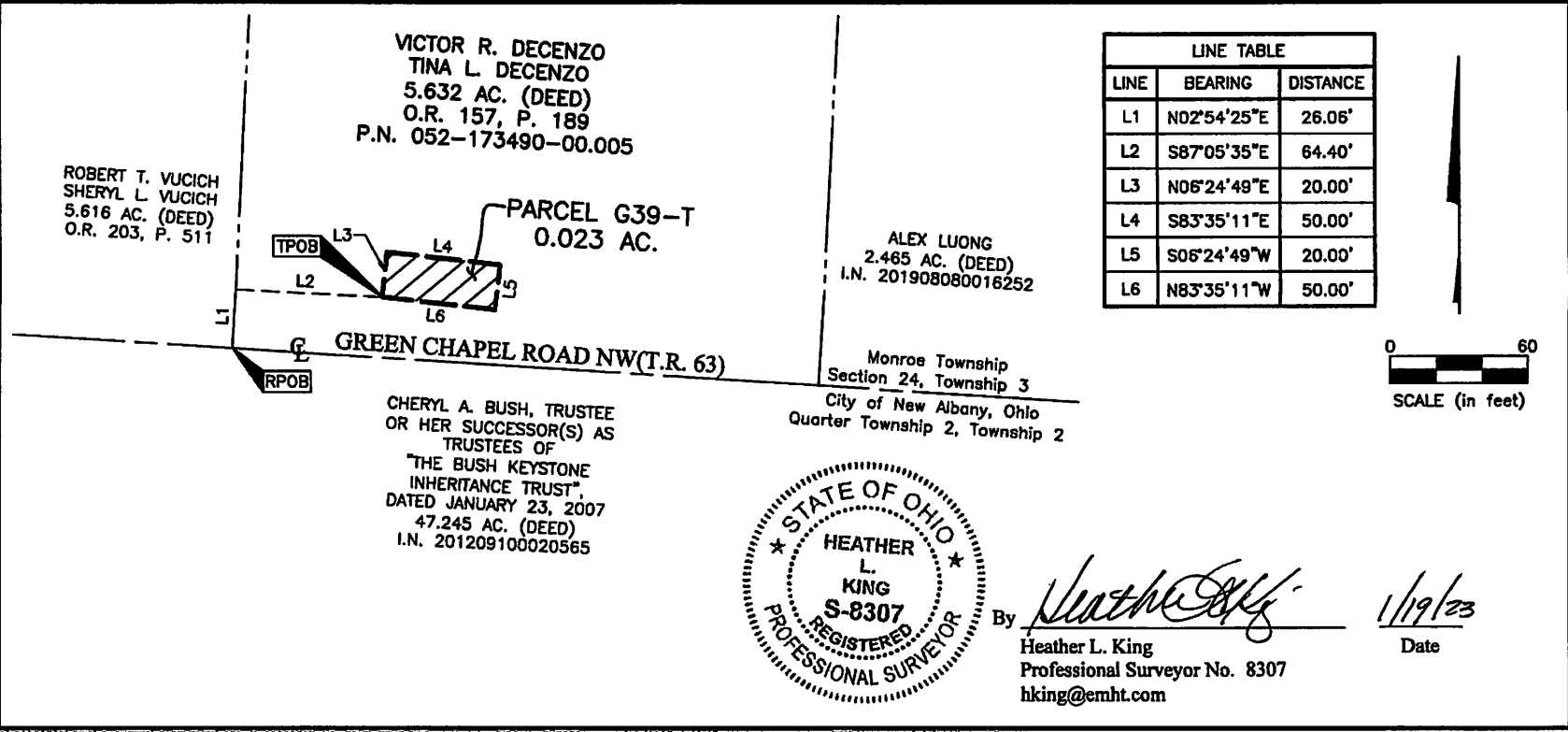
1/19/23
Date

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G39-T_0_023 ac 20220307-VS-ESMT-TEMP.docx

EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 800.775.3648
 emht.com

TEMPORARY EASEMENT
SECTION 24, TOWNSHIP 3. RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: January 9, 2023
 Scale: 1" = 60'
 Job No: 2022-0307
 Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°54'25"E	26.06'
L2	S87°05'35"E	64.40'
L3	N06°24'49"E	20.00'
L4	S83°35'11"E	50.00'
L5	S06°24'49"W	20.00'
L6	N83°35'11"W	50.00'

VICTOR R. DECENZO
 TINA L. DECENZO
 5.632 AC. (DEED)
 O.R. 157, P. 189
 P.N. 052-173490-00.005

ROBERT T. VUCICH
 SHERYL L. VUCICH
 5.616 AC. (DEED)
 O.R. 203, P. 511

PARCEL G39-T
 0.023 AC.

ALEX LUONG
 2.465 AC. (DEED)
 I.N. 201908080016252

CHERYL A. BUSH, TRUSTEE
 OR HER SUCCESSOR(S) AS
 TRUSTEES OF
 "THE BUSH KEYSTONE
 INHERITANCE TRUST",
 DATED JANUARY 23, 2007
 47.245 AC. (DEED)
 I.N. 201209100020565

Monroe Township
 Section 24, Township 3
 City of New Albany, Ohio
 Quarter Township 2, Township 2



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

1/19/23
 Date

Ordinance O-62-2023 EXHIBIT 2

J:\2022\0307\DWG\04\SHEETS\EASEMENTS\036-T_2022\0307-V3-ESMT-TEMP.DWG plotted by BURMA, THERESA on 1/12/2023 9:49:45 AM last saved by TDURMA on 1/12/2023 9:49:31 AM



ORDINANCE O-63-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, ADAM FRANZ AND BETH A. FRANZ, OF THE PROPERTY LOCATED AT 11934 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owners have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owners, Adam Franz and Beth A. Franz, for the property located 11934 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G49-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G49-T).
- C. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel G49-S).

Section 2. That Council hereby fixes the value of all the interests appropriated at Three Thousand Six Hundred One Dollars (\$3,601.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owners of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owners of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 03/24/2023
Introduced: 04/04/2023
Revised:
Adopted:
Effective:

EXHIBIT A

**PARCEL G49-WD
0.041 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 23, Township 3, Range 15, United States Military District, being out of that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline of Green Chapel Road NW (Township Road 63) at the southerly common corner of said Section 23 and Lot 7 (First Range of Lots), of Quarter Township 4, Township 3, in the northerly line of Lot 8, Quarter Township 2, Township 2, said Range 15, the southeasterly corner of that 5.654 acre tract conveyed to Lauren McCuen and Joshua Westfall by deed of record in Instrument Number 201908090016315, the southwesterly corner of that 6.232 acre tract conveyed to Timothy K. Burke and Alita Ann Mercer Burke by deed of record in Instrument Number 202208190020456, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence North 87° 01' 59" West, with said Green Chapel Road NW centerline, the line common to said Townships 3 and 2 and the northerly line of said 27.733 acre tract, a distance of 360.12 feet to a magnetic nail set at the southeasterly corner of said Franz tract, the southwesterly corner of that 5.63 acre tract conveyed to Andrea J. Ford by deed of record in Instrument Number 200505230015205, the TRUE POINT OF BEGINNING;

Thence North 87° 01' 59" West, with said centerline, said common Township line, the line common to said Franz and 27.733 acre tracts (passing a magnetic nail found at a distance of 44.59 feet), a total distance of 180.00 feet to a magnetic nail set at the southwesterly corner of said Franz tract, the southeasterly corner of that 5.638 acre tract conveyed to Justin J. Price and Jennifer M. Price by deed of record in Instrument Number 202008100020152;

Thence North 02° 58' 52" East, across said Green Chapel Road NW and with the line common to said Franz and 5.638 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 87° 01' 59" East, across said Franz tract, a distance of 180.00 feet to an iron pin set in the line common to said Franz and Ford tracts;

Thence South 02° 58' 52" West, with said common line and across said Green Chapel Road NW, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.041 acre, more or less, all of which is within Auditor's Parcel Number 052-173646-00.005 and all of which is within the present road occupied.

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

EXHIBIT A

**PARCEL G49-WD
0.041 ACRE**

-2-

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 87° 01' 59" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

1-3-2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G49-WD_0_041 ac 20220307-VS-ENDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	35
DATE:	1/9/2023

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G49-T

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-173646-00.005

Prior Instrument Reference: Instrument No. 201002250003655, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G49-T
0.026 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 23, Township 3, Range 15, United States Military District, being on, over, and across that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 3 and Township 2 of said Range 15, the southwesterly corner of said 5.63 acre tract, the southeasterly corner of that 5.638 acre tract conveyed to Justin J. Price and Jennifer M. Price by deed of record in Instrument Number 202008100020152, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence North 02° 58' 52" West, with the line common to said 5.63 and 5.638 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence North 02° 58' 52" East, with said common line, a distance of 10.00 feet to a point;

Thence across said 5.63 acre tract, the following courses and distances:

South 87° 01' 59" East, a distance of 113.99 feet to a point;

South 02° 58' 01" West, a distance of 10.00 feet to a point; and

North 87° 01' 59" West, a distance of 113.99 feet to the TRUE POINT OF BEGINNING, containing 0.026 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Joshua M. Meyer
Professional Surveyor No. 8485

1-26-2023

Date

JMM:djf
G49-T_0_026 ac 10220307-VS-ESMT-TEMP.docx

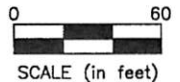
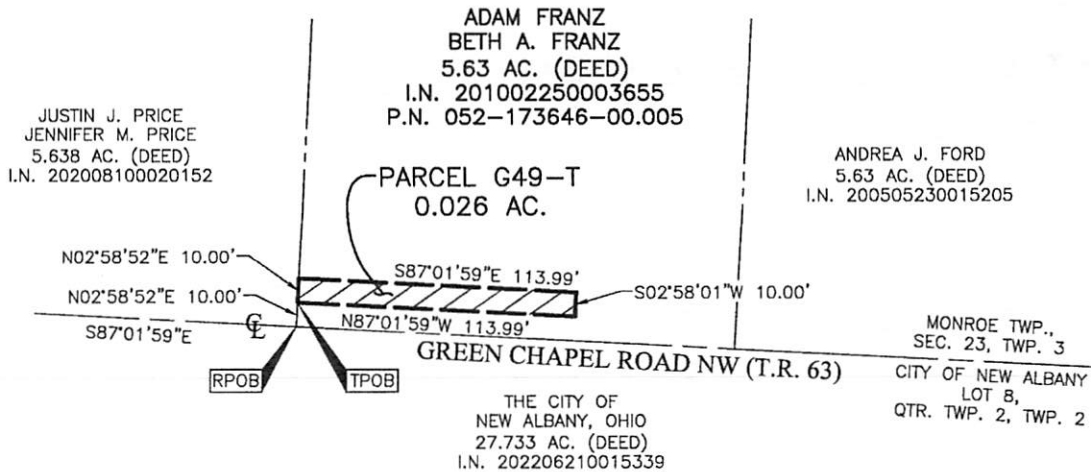


Evans, Mechwart, Hambleton & Tillon, Inc.
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 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENT

SECTION 23, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 26, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



By Joshua M. Meyer 1-26-2023
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com
 Date

Ordinance O-63-2023 EXHIBIT 2

EASEMENT

PARCEL G49-S

A perpetual non-exclusive easement granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to occupy for drainage, stormwater management, utilities and appurtenances necessary for the establishment, construction, reconstruction, widening, repair or maintenance and use of a public road (the “Project”) the following described real estate (“Easement Area”) and for other purposes described herein:

SEE EXHIBIT A ATTACHED

Licking County Current Tax Parcel No. 052-173646-00.005

**Prior Instrument Reference: Instrument Number 201002250003655 Licking County,
Ohio Recorder’s Office**

The purpose of the easement is for drainage, stormwater management and utilities appurtenant to a public road, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said drainage, stormwater and utility facilities that may be necessary or convenient for the providing of such drainage, stormwater and utility services, in, upon, across, over, under, and through the Easement Area, together with ingress and egress thereto. The City may assign this Easement to parties who may be responsible for the proper use, operation, and maintenance of the drainage, stormwater, utility and public roadway that required this Easement.

Upon completion of any construction of any drainage, stormwater and utilities in the Easement Area, the Easement Area will be graded, seeded or erosion control measures shall be installed and the Easement Area shall be returned as reasonably practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. The City shall restore the initial construction in the Easement Area in accordance with the roadway improvement plans and specifications on file at the Licking County Engineer’s Office.

The Owner shall not unreasonably interfere with the drainage, stormwater or utility easement or its purposes and shall not convey any other easement within the Easement Area; place any additional structures of a temporary or permanent type on, above, or under the Easement Area; add or remove any dirt, stone, fill, trees or other vegetation or materials within the Easement Area; or disturb or alter any slopes, drainage courses or water flows within the Easement Area. However, the Owner may continue to enjoy the use of said property for any purposes which do not interfere with or prevent the use of this Easement by the City including ingress and egress over said Easement not inconsistent with its intended use.

EXHIBIT A

**PARCEL G49-S
0.015 ACRE**

EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 23, Township 3, Range 15, United States Military District, being on, over, and across that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 3 and Township 2 of said Range 15, the southeasterly corner of said Franz tract, the southwesterly corner of that 5.63 acre tract conveyed to Andrea J. Ford by deed of record in Instrument Number 200505230015205, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence North 02° 58' 52" West, with the line common to said Franz and Ford tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence across said Franz tract, the following courses and distances:

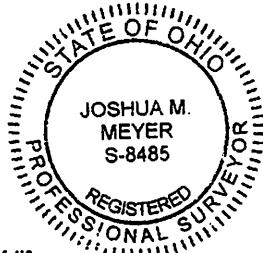
North 87° 01' 59" West, a distance of 66.01 feet to a point;

North 02° 58' 01" East, a distance of 10.00 feet to a point; and

South 87° 01' 59" East, a distance of 66.01 feet to a point in said common line;

Thence South 02° 58' 52" West, with said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.015 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Joshua M. Meyer
Professional Surveyor No. 8485

1-26-2023

Date

JMM:djf
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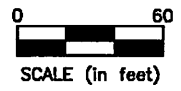
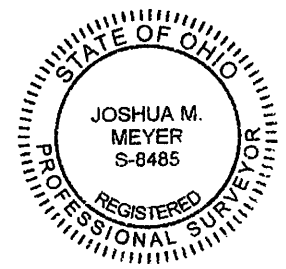
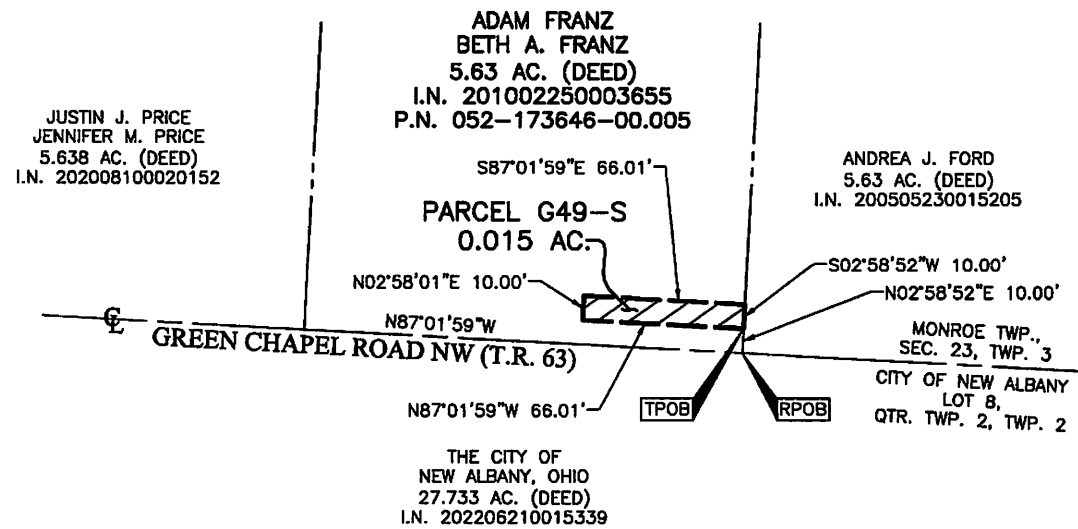


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 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

EASEMENT

SECTION 23, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 26, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



By Joshua M. Meyer 1-26-2023
 Joshua M. Meyer Date
 Professional Surveyor No. 8485
 jmeyer@emht.com

Ordinance O-63-2023 EXHIBIT 3



ORDINANCE O-64-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNER, ANDREA J. FORD, OF THE PROPERTY LOCATED AT 11850 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owner have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owner, Andrea J. Ford, for the property located at 11850 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G50-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G50-T).
- C. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel G50-S).

Section 2. That Council hereby fixes the value of all the interests appropriated at Two Thousand One Hundred Eighty-four Dollars (\$2,184.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owner of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owner to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	03/24/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

EXHIBIT A

**PARCEL G50-WD
0.041 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 23, Township 3, Range 15, United States Military District, being out of that 5.63 acre tract conveyed to Andrea J. Ford by deed of record in Instrument Number 200505230015205 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline of Green Chapel Road NW (Township Road 63) at the southerly common corner of said Section 23 and Lot 7 (First Range of Lots), of Quarter Township 4, Township 3, in the northerly line of Lot 8, Quarter Township 2, Township 2, said Range 15, the southeasterly corner of that 5.654 acre tract conveyed to Lauren McCuen and Joshua Westfall by deed of record in Instrument Number 201908090016315, the southwesterly corner of that 6.232 acre tract conveyed to Timothy K. Burke and Alita Ann Mercer Burke by deed of record in Instrument Number 202208190020456, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence North 87° 01' 59" West, with said Green Chapel Road NW centerline, the line common to said Townships 3 and 2, the southerly line of said 5.654 acre tract, the northerly line of said 27.733 acre tract, a distance of 180.12 feet to a magnetic nail set at the southeasterly corner of said Ford tract, the southwesterly corner of said 5.654 acre tract, the TRUE POINT OF BEGINNING;

Thence North 87° 01' 59" West, with said centerline, said common Township line, the line common to said Ford and 27.733 acre tracts, a distance of 180.00 feet to a magnetic nail set at the southwesterly corner of said Ford tract, the southeasterly corner of that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655;

Thence North 02° 58' 52" East, across said Green Chapel Road NW and with the line common to said Ford and Franz tracts, a distance of 10.00 feet to an iron pin set;

Thence South 87° 01' 59" East, across said Ford tract, a distance of 180.00 feet to an iron pin set in the line common to said Ford and 5.654 acre tracts;

Thence South 02° 58' 52" West, with said common line and across said Green Chapel Road NW, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.041 acre, more or less, all of which is within Auditor's Parcel Number 052-173646-00.006 and all of which is within the present road occupied.

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

EXHIBIT A

**PARCEL G50-WD
0.041 ACRE**

-2-

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 87° 01' 59" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

1-3-2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G50-WD_0_041 ac 20220307-VS-ENDY.docx

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: BS	
DATE: 1/9/2023	

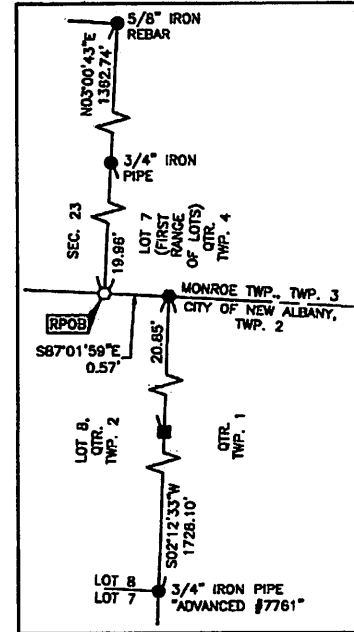
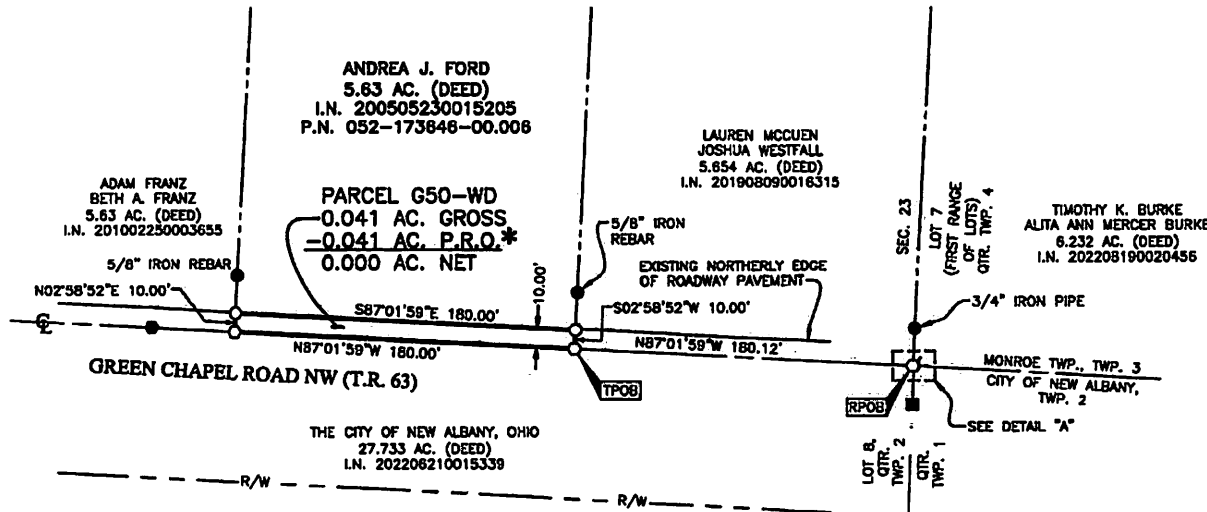


Evans, Mechwald, Hambleton & Trimm, Inc.
 Engineers • Surveyors • Planners • Scientists
 6800 New Albany Road, Columbus, OH 43264
 Phone: 614.778.4300 Fax: 614.778.3448
 emht.com

SURVEY OF ACREAGE PARCEL

SECTION 23, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 3, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



Ordinance O-64-2023 EXHIBIT 1

*** ROAD RIGHT OF WAY NOTES:**
 The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

BASIS OF BEARINGS:
 The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 87° 01' 59" West, 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 in November and December, 2021 and April, 2022.

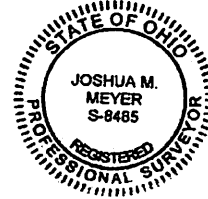
- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Fence Post Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" LD. iron pipes 30" long with cap inscribed EMHT INC.



By J.M.M.
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmsyer@emht.com

1-3-2023
 Date



**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G50-T

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-173646-00.006

Prior Instrument Reference: Instrument No. 200505230015205, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G50-T
0.036 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 23, Township 3, Range 15, United States Military District, being on, over, and across that 5.63 acre tract conveyed to Andrea J. Ford by deed of record in Instrument Number 200505230015205 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63), the line common to Township 3 and Township 2 of said Range 15, the common corner of said 5.63 acre tract and that 5.654 acre tract conveyed to Lauren McCuen and Joshua Westfall by deed of record in Instrument Number 201908090016315, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 2022060210015339;

Thence North 02° 58' 52" East, with the line common to said 5.63 and 5.654 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 5.63 acre tract, the following courses and distances:

North 87° 01' 59" West, a distance of 157.29 feet to a point;

North 02° 58' 01" East, a distance of 10.00 feet to a point;

South 87° 01' 59" East, a distance of 117.40 feet to a point; and

South 86° 49' 42" East, a distance of 39.90 feet to a point in the line common to said 5.63 and 5.654 acre tracts;

Thence South 02° 58' 52" West, with said common line, a distance of 9.86 feet to the TRUE POINT OF BEGINNING, containing 0.036 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

13 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:nd
G50-T_0_036 ac 20220307-VS-ESMT-TEMP.docx





Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENT

SECTION 23, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 13, 2023
Scale:	1" = 50'
Job No:	2022-0307
Sheet No:	1 of 1

ADAM FRANZ
 BETH A. FRANZ
 5.63 AC. (DEED)
 I.N. 201002250003655

ANDREA J. FORD
 5.63 AC. (DEED)
 I.N. 200505230015205
 P.N. 052-173646-00.006

LAUREN MCCUEN
 JOSHUA WESTFALL
 5.654 AC. (DEED)
 I.N. 201908090016315

PARCEL G50-T
 0.036 AC.



GREEN CHAPEL ROAD NW (T.R. 63) TPOB RPOB

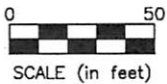
MONROE TOWNSHIP, SECTION 23, TOWNSHIP 3
 CITY OF NEW ALBANY, LOT B,
 QUARTER TOWNSHIP 2,
 TOWNSHIP 2

THE CITY OF NEW ALBANY, OHIO
 27.733 AC. (DEED)
 I.N. 202206210015339



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°58'52\"E	10.00'
L2	N02°58'01\"E	10.00'
L3	S02°58'52\"W	9.86'

By Matthew A. Kirk 13 Jan 23
 Matthew A. Kirk Date
 Professional Surveyor No. 7865
 mkirk@emht.com



Ordinance O-64-2023 EXHIBIT 2

EASEMENT

PARCEL G50-S

A perpetual non-exclusive easement granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to occupy for drainage, stormwater management, utilities and appurtenances necessary for the establishment, construction, reconstruction, widening, repair or maintenance and use of a public road (the “Project”) the following described real estate (“Easement Area”) and for other purposes described herein:

SEE EXHIBIT A ATTACHED

Licking County Current Tax Parcel No. 052-173646-00.006

Prior Instrument Reference: Instrument Number 200505230015205, Licking County, Ohio Recorder’s Office

The purpose of the easement is for drainage, stormwater management and utilities appurtenant to a public road, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said drainage, stormwater and utility facilities that may be necessary or convenient for the providing of such drainage, stormwater and utility services, in, upon, across, over, under, and through the Easement Area, together with ingress and egress thereto. The City may assign this Easement to parties who may be responsible for the proper use, operation, and maintenance of the drainage, stormwater, utility and public roadway that required this Easement.

Upon completion of any construction of any drainage, stormwater and utilities in the Easement Area, the Easement Area will be graded, seeded or erosion control measures shall be installed and the Easement Area shall be returned as reasonably practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. The City shall restore the initial construction in the Easement Area in accordance with the roadway improvement plans and specifications on file at the Licking County Engineer’s Office.

The Owner shall not unreasonably interfere with the drainage, stormwater or utility easement or its purposes and shall not convey any other easement within the Easement Area; place any additional structures of a temporary or permanent type on, above, or under the Easement Area; add or remove any dirt, stone, fill, trees or other vegetation or materials within the Easement Area; or disturb or alter any slopes, drainage courses or water flows within the Easement Area. However, the Owner may continue to enjoy the use of said property for any purposes which do not interfere with or prevent the use of this Easement by the City including ingress and egress over said Easement not inconsistent with its intended use.

EXHIBIT A
PARCEL G50-S
0.005 ACRE
EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Section 23, Township 3, Range 15, United States Military District, being on, over, and across that 5.63 acre tract conveyed to Andrea J. Ford by deed of record in Instrument Number 200505230015205 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 3 and Township 2 of said Range 15, the common corner of said 5.63 acre tract and that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 2022060210015339;

Thence North 02° 58' 52" East, with the line common to said Ford tract and said Franz tract, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence North 02° 58' 52" East, continuing with said common line, a distance of 10.00 feet to a point;

Thence across said Ford tract, the following courses and distances:

South 87° 01' 59" East, a distance of 22.70 feet to a point;

South 02° 58' 01" West, a distance of 10.00 feet to a point; and

North 87° 01' 59" West, a distance of 22.71 feet to the TRUE POINT OF BEGINNING, containing 0.005 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

13 JAN 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK.md
G50-S_0_005 ac 20220307-VS-ESMT-DRAN.docx



EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.776.4500 Toll Free: 888.776.3648
 emht.com

EASEMENT
SECTION 23, TOWNSHIP 3, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

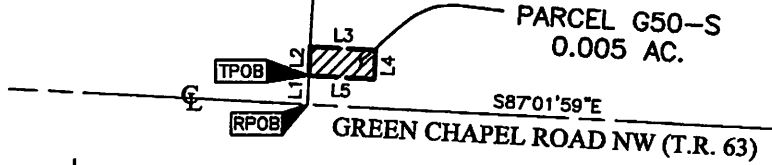
Date:	January 13, 2023
Scale:	1" = 50'
Job No:	2022-0307
Sheet No:	1 of 1

ADAM FRANZ
 BETH A. FRANZ
 5.63 AC. (DEED)
 I.N. 201002250003655

ANDREA J. FORD
 5.63 AC. (DEED)
 I.N. 200505230015205
 P.N. 052-173646-00.006

LAUREN MCCUEN
 JOSHUA WESTFALL
 5.654 AC. (DEED)
 I.N. 201908090016315

PARCEL G50-S
 0.005 AC.

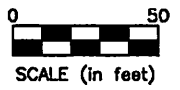


MONROE TOWNSHIP, SECTION
 23, TOWNSHIP 3
 CITY OF NEW ALBANY, LOT 8,
 QUARTER TOWNSHIP 2,
 TOWNSHIP 2

THE CITY OF NEW ALBANY,
 OHIO
 27.733 AC. (DEED)
 I.N. 202206210015339



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°58'52"E	10.00'
L2	N02°58'52"E	10.00'
L3	S87°01'59"E	22.70'
L4	S02°58'01"W	10.00'
L5	N87°01'59"W	22.71'



By Matthew A. Kirk Date 13 JAN 23
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com

Ordinance O-64-2023 EXHIBIT 3

J:\20220307\DWG\04SHEETS\EASEMENTS\G50-S_20220307-V9-ESMT-DRAW.DWG plotted by KIRK, MATTHEW on 1/16/2023 10:59:55 AM last saved by TDROMA on 1/16/2023 8:31:22 AM



ORDINANCE O-65-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, STEPHANIE R. TRATHEN AND BRANDON J. TRATHEN, OF THE PROPERTY LOCATED AT 11730 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owners have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owners, Stephanie R. Trathen and Brandon J. Trathen, for the property located at 11730 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G53-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G53-T).
- C. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel G53-S).

Section 2. That Council hereby fixes the value of all the interests appropriated at Five Thousand Eight Hundred Ninety-six Dollars (\$5,896.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owners of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owners of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	03/24/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

EXHIBIT A

**PARCEL G53-WD
0.060 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being part of that 6.790 acre tract conveyed to Stephanie R. Trathen and Brandon J. Trathen by deed of record in Instrument Number 201504140006854 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline of Green Chapel Road NW (Township Road 63) at the southerly common corner of said and Lot 7 (First Range of Lots) and Section 23 of said Township 3, in the northerly line of Lot 8, Quarter Township 2, Township 2, said Range 15, the southeasterly corner of that 5.654 acre tract conveyed to Lauren McCuen and Joshua Westfall by deed of record in Instrument Number 201908090016315, the southwesterly corner of that 6.232 acre tract conveyed to Timothy K. Burke and Alita Ann Mercer Burke by deed of record in Instrument Number 202208190020456, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2 and the line common to said 6.232 and 27.733 acre tracts, the following courses and distances:

South 87° 01' 59" East, a distance of 0.57 feet to a magnetic nail found at the northerly common corner of Quarter Townships 1 and 2 of said Township 2, in the southerly line of said Lot 7; and

South 86° 44' 16" East, a distance of 261.26 feet to a railroad spike found at the southwesterly corner of said 6.790 acre tract, the southeasterly corner of said 6.232 acre tract, the TRUE POINT OF BEGINNING;

Thence North 03° 01' 03" East, across said Green Chapel Road NW and with the line common to said 6.790 and 6.232 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 86° 44' 16" East, across said 6.790 acre tract, a distance of 259.88 feet to an iron pin set in the easterly line of said 6.790 acre tract, the westerly line of that 3.004 acre tract conveyed to Ronald Music and Euine Music by deed of record in Official Record 116, Page 473;

Thence South 03° 01' 03" West, with the line common to said 6.790 and 3.004 acre tracts and across said Green Chapel Road NW, a distance of 10.00 feet to a railroad spike found at the southerly common corner thereof, in said centerline, said common Township line and said northerly line;

Thence North 86° 44' 16" West, with said centerline, said common Township line and the line common to said 6.790 and 27.733 acre tracts, a distance of 259.88 feet to the TRUE POINT

EXHIBIT A

**PARCEL G53-WD
0.060 ACRE**

-2-

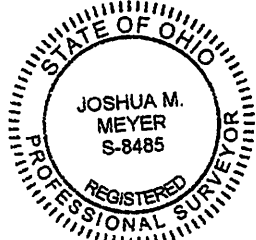
OF BEGINNING, containing 0.060 acre, more or less, all of which is within Auditor's Parcel Number 052-172710-00.002 and 0.052 acre of which is within the present road occupied.

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



JMM:djf
G53-WD_0_060 ac 20220307-VS-BNDY.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

1-6-2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>BS</i>
DATE:	<i>1/10/22</i>

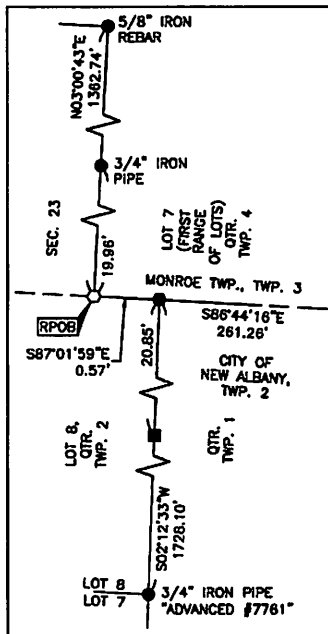


Division, Mechanical, Horizontal & TDS, Inc.
 Draftsmen - Surveyors - Planners - Schedulers
 6820 New Albany Road, Columbus, OH 43244
 Phone: 614.778.6320 Fax: 614.778.2648
 emht.com

SURVEY OF ACREAGE PARCEL

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

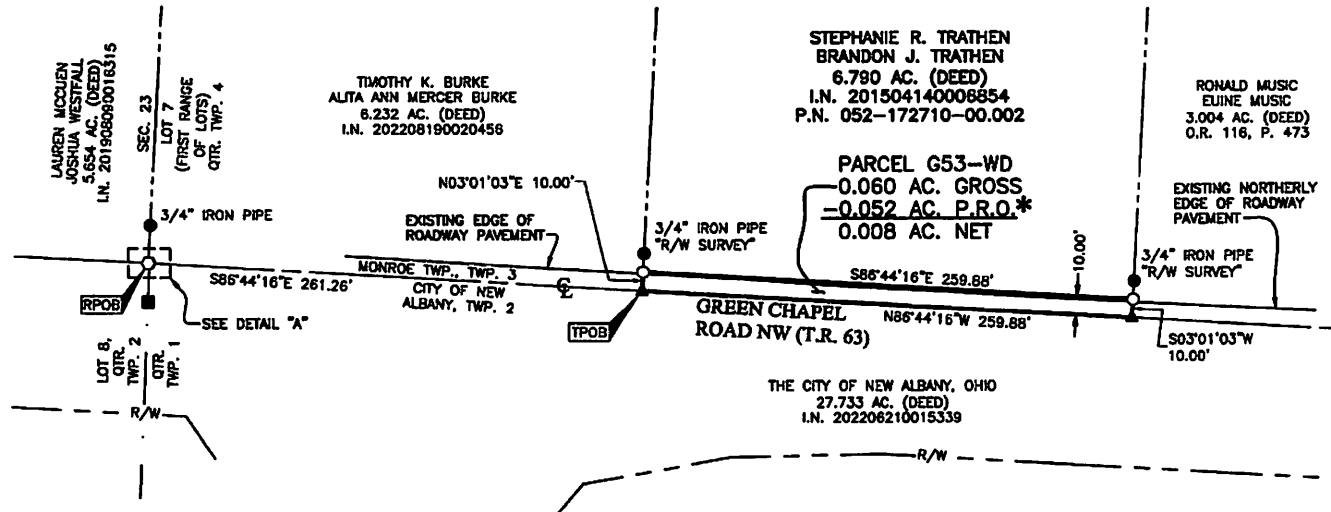
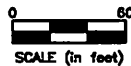
Date:	January 6, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



DETAIL "A"
N.T.S.

- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Fence Post Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.



*** ROAD RIGHT OF WAY NOTES:**
 The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

BASIS OF BEARINGS:
 The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, 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 in November and December, 2021 and April, 2022.

By *J.M. Meyer*
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

1-6-2023
 Date



Ordinance O-65-2023 EXHIBIT 1

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G53-T

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-172710-00.002

Prior Instrument Reference: Instrument No. 201504140006854, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G53-T
0.086 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 6.790 acre tract conveyed to Stephanie R. Trathen and Brandon J. Trathen by deed of record in Instrument Number 201504140006854 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 3 and Township 2 of said Range 15, at the southwesterly corner of said 6.790 acre tract, the southeasterly corner of that 6.232 acre tract conveyed to Timothy K. Burke and Alita Ann Mercer Burke by deed of record in Instrument Number 202208190020456, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence North 03° 01' 03" East, with the line common to said 6.790 and 6.232 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 01' 03" East, with the line common to said 6.790 and 6.232 acre tracts, a distance of 10.00 feet to a point;

Thence across said 6.790 acre tract, the following courses and distances:

South 86° 44' 16" East, a distance of 199.88 feet to a point;

North 03° 15' 44" East, a distance of 25.00 feet to a point;

South 86° 44' 16" East, a distance of 50.00 feet to a point;

South 03° 15' 44" West, a distance of 25.00 feet to a point;

South 03° 01' 03" West, a distance of 10.00 feet to a point; and

North 86° 44' 16" West, a distance of 249.88 feet to the TRUE POINT OF BEGINNING, containing 0.086 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Matthew A. Kirk

10 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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G53-T_0_086 ac 20220301 NVSIESM11TEMP.docx

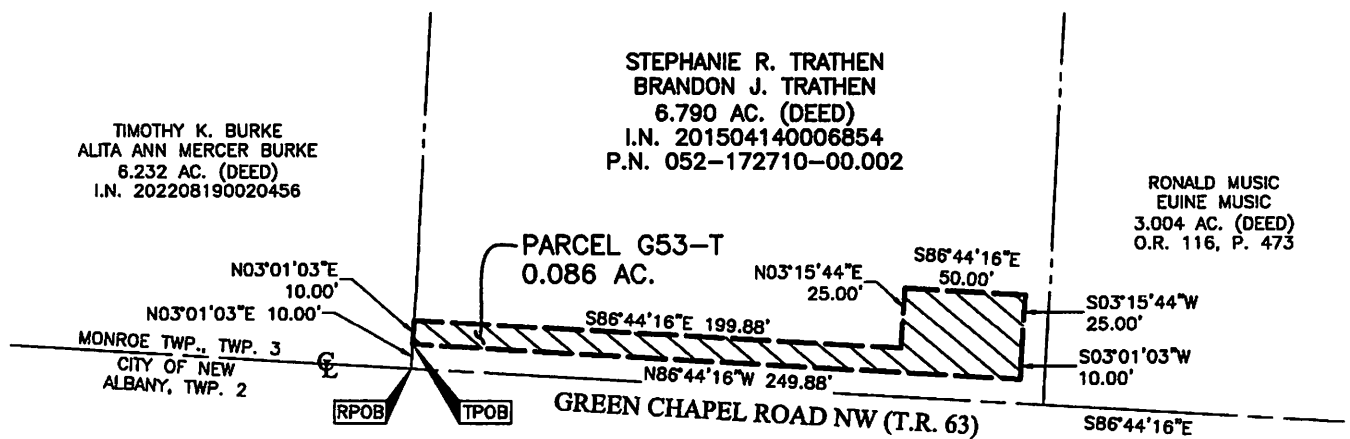


Evans, Mechwart, Hambilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4300 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENT

**LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	January 10, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1

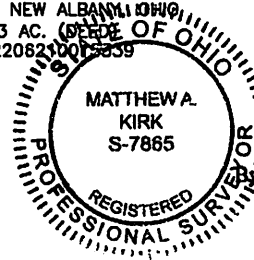


TIMOTHY K. BURKE
 ALTA ANN MERCER BURKE
 6.232 AC. (DEED)
 I.N. 202208190020456

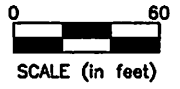
STEPHANIE R. TRATHEN
 BRANDON J. TRATHEN
 6.790 AC. (DEED)
 I.N. 201504140006854
 P.N. 052-172710-00.002

RONALD MUSIC
 EUINE MUSIC
 3.004 AC. (DEED)
 O.R. 116, P. 473

THE CITY OF NEW ALBANY, OHIO
 27.733 AC. (DEED)
 I.N. 202206210015359



Matthew A. Kirk
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com
 10 JAN 23
 Date



Ordinance O-65-2023 EXHIBIT 2

A:\2022\0307\DWG\04SHEETS\EASEMENTS\G53-T_2022\0307-V9-ESMT-TEMP.DWG plotted by DIROMA, THERESA on 1/19/2023 8:02:20 AM last saved by TIKROMA on 1/19/2023 8:02:07 AM

EASEMENT

PARCEL G53-S

A perpetual non-exclusive easement granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to occupy for drainage, stormwater management, utilities and appurtenances necessary for the establishment, construction, reconstruction, widening, repair or maintenance and use of a public road (the “Project”) the following described real estate (“Easement Area”) and for other purposes described herein:

SEE EXHIBIT A ATTACHED

Licking County Current Tax Parcel No. 052-172710-00.002

Prior Instrument Reference: Instrument Number 201504140006854, Licking County, Ohio Recorder’s Office

The purpose of the easement is for drainage, stormwater management and utilities appurtenant to a public road, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said drainage, stormwater and utility facilities that may be necessary or convenient for the providing of such drainage, stormwater and utility services, in, upon, across, over, under, and through the Easement Area, together with ingress and egress thereto. The City may assign this Easement to parties who may be responsible for the proper use, operation, and maintenance of the drainage, stormwater, utility and public roadway that required this Easement.

Upon completion of any construction of any drainage, stormwater and utilities in the Easement Area, the Easement Area will be graded, seeded or erosion control measures shall be installed and the Easement Area shall be returned as reasonably practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. The City shall restore the initial construction in the Easement Area in accordance with the roadway improvement plans and specifications on file at the Licking County Engineer’s Office.

The Owner shall not unreasonably interfere with the drainage, stormwater or utility easement or its purposes and shall not convey any other easement within the Easement Area; place any additional structures of a temporary or permanent type on, above, or under the Easement Area; add or remove any dirt, stone, fill, trees or other vegetation or materials within the Easement Area; or disturb or alter any slopes, drainage courses or water flows within the Easement Area. However, the Owner may continue to enjoy the use of said property for any purposes which do not interfere with or prevent the use of this Easement by the City including ingress and egress over said Easement not inconsistent with its intended use.

EXHIBIT A

**PARCEL G53-S
0.002 ACRE**

EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 6.790 acre tract conveyed to Stephanie R. Trathen and Brandon J. Trathen by deed of record in Instrument Number 201504140006854 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 3 and Township 2 of said Range 15, at the southeasterly corner of said 6.790 acre tract, the southwesterly corner of that 3.004 acre tract conveyed to Ronald Music and Euine Music by deed of record in Official Record 116, Page 473, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339,

Thence North 03° 01' 03" East, with the line common to said 6.790 and 3.004 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 6.790 acre tract, the following courses and distances:

North 86° 44' 16" West, a distance of 10.00 feet to a point;

North 03° 01' 03" East, a distance of 10.00 feet to a point; and

South 86° 44' 16" East, a distance of 10.00 feet to a point in said common line;

Thence South 03° 01' 03" West, with said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

10 JUN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:djf
G53-S_0_002 ac 20220307-VS-ESMT-DRAN.docx





Evans, Mechwart, Hambleton & Tillon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

EASEMENT

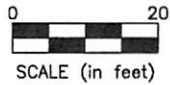
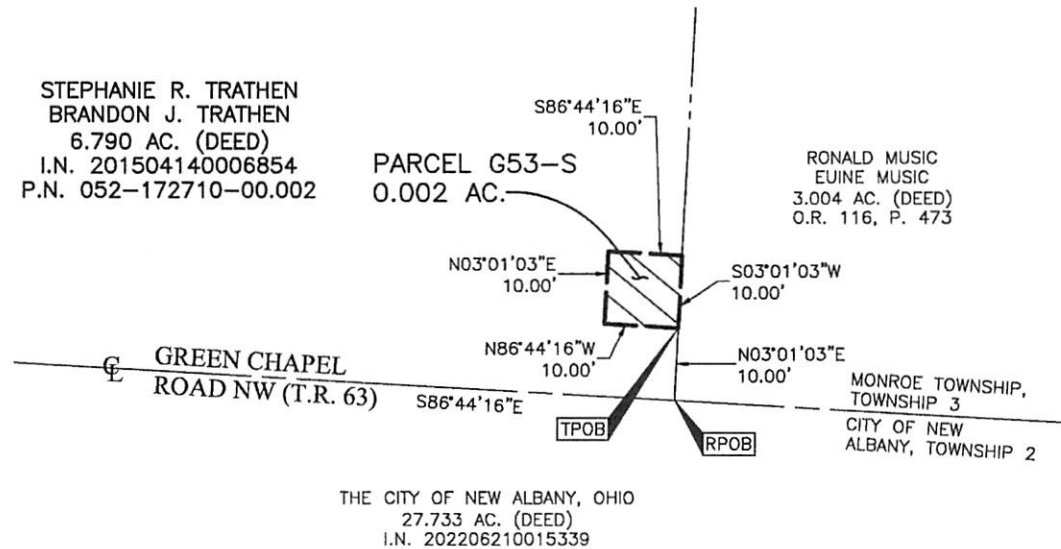
LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 10, 2023
Scale:	1" = 20'
Job No:	2022-0307
Sheet No:	1 of 1

STEPHANIE R. TRATHEN
 BRANDON J. TRATHEN
 6.790 AC. (DEED)
 I.N. 201504140006854
 P.N. 052-172710-00.002

PARCEL G53-S
 0.002 AC.

RONALD MUSIC
 EUINE MUSIC
 3.004 AC. (DEED)
 O.R. 116, P. 473



By Matthew A. Kirk Date 10 Jan 23
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com

Ordinance O-65-2023 EXHIBIT 3



ORDINANCE O-66-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, RONALD MUSIC AND EUINE MUSIC, OF THE PROPERTY LOCATED AT 11718 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owners have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owners, Ronald Music and Euine Music, for the property located 11718 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G54A-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G54A-T).

Section 2. That Council hereby fixes the value of all the interests appropriated at One Thousand Eight Hundred Ninety-one Dollars (\$1,891.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owners of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owners of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 03/24/2023

Introduced: 04/04/2023

Revised:

Adopted:

Effective:

EXHIBIT A

**PARCEL G54B-WD
0.062 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being part of that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline of Green Chapel Road NW (Township Road 63) at the southerly common corner of said and Lot 7 (First Range of Lots) and Section 23 of said Township 3, in the northerly line of Lot 8, Quarter Township 2, Township 2, said Range 15, the southeasterly corner of that 5.654 acre tract conveyed to Lauren McCuen and Joshua Westfall by deed of record in Instrument Number 201908090016315, the southwesterly corner of that 6.232 acre tract conveyed to Timothy K. Burke and Alita Ann Mercer Burke by deed of record in Instrument Number 202208190020456, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, the following courses and distances:

South 87° 01' 59" East, a distance of 0.57 feet to a magnetic nail found at the northerly common corner of Quarter Townships 1 and 2 of said Township 2, in the southerly line of said Lot 7; and

South 86° 44' 16" East, a distance of 636.72 feet to a magnetic nail set at the southwesterly corner of said 7.00 acre tract, the southeasterly corner of that 3.004 acre tract conveyed to Ronald Music and Euine Music by deed of record in Official Record 116, Page 473, in the northerly line of said 27.733 acre tract, the TRUE POINT OF BEGINNING;

Thence North 02° 59' 18" East, across said Green Chapel Road NW and with the line common to said 7.00 and 3.004 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 86° 44' 16" East, across said 7.00 acre tract, a distance of 269.96 feet to an iron pin set in the easterly line of said 7.00 acre tract, the westerly line of that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223;

Thence South 02° 46' 43" West, across said Green Chapel Road NW and with the line common to said 7.00 and 5.224 acre tracts, a distance of 10.00 feet to a magnetic nail set at the southerly common corner thereof, in said centerline, said common Township line and said northerly line;

Thence North 86° 44' 16" West, with the southerly line of said 7.00 acre tract, said centerline, said common Township line and said northerly line, a distance of 270.00 feet to the

EXHIBIT A

**PARCEL G54B-WD
0.062 ACRE**

-2-

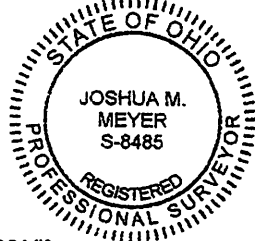
TRUE POINT OF BEGINNING, containing 0.062 acre, more or less, all of which is within Auditor's Parcel Number 052-172710-02.000 and 0.058 acre of which is within the present road occupied.

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

1-6-2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G54B-WD_0_062 ac 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	BS
DATE:	1/10/23

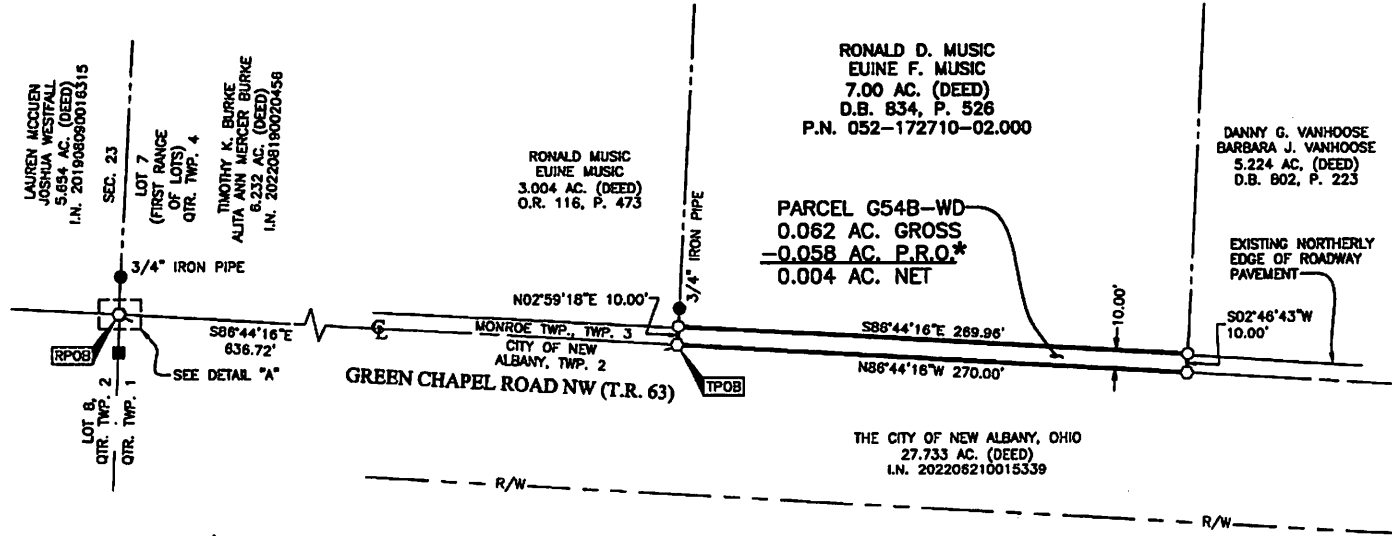
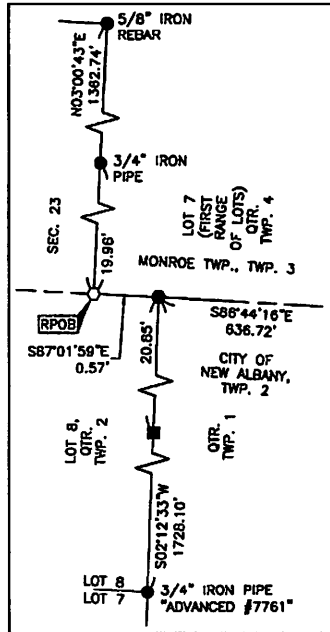


Evans, Mouchawar, Hambleton & Wilson, Inc.
 Engineers & Surveyors • Columbus • Ohio
 620 New Albany Road, Columbus, OH 43264
 Phone: 614.773.4320 Fax: 614.773.2648
 emht.com

SURVEY OF ACREAGE PARCEL

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 6, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



*** ROAD RIGHT OF WAY NOTES:**
 The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

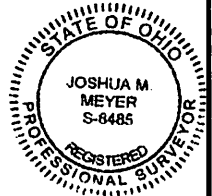
BASIS OF BEARINGS:
 The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, 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 in November and December, 2021 and April, 2022.

- Iron Pin Set
 - Iron Pin Found
 - Stone Found
 - P.K. Nail Found
 - Fence Post Found
 - Magnetic Nail Set
 - Magnetic Nail Found
 - ▲ Railroad Spike Found
- I.P. Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.



By Joshua M. Meyer 1-6-2023
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com
 Date



Ordinance O-66-2023 EXHIBIT 1

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G54B-T1

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-172710-02.000

Prior Instrument Reference: Deed Book 834, Page 526, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G54B-T1
0.031 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southwesterly corner of said 7.00 acre tract, the southeasterly corner of that 3.004 acre tract conveyed to Ronald Music and Euine Music by deed of record in Official Record 116, Page 473, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2;

Thence North 02° 59' 18" East, with the line common to said 7.00 and 3.004 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence North 02° 59' 18" East, continuing with said common line, a distance of 10.00 feet to a point;

Thence across said 7.00 acre tract, the following courses and distances:

South 86° 44' 16" East, a distance of 135.85 feet to a point;

South 03° 15' 44" West, a distance of 10.00 feet to a point; and

North 86° 44' 16" West, a distance of 135.80 feet to the TRUE POINT OF BEGINNING, containing 0.031 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:djf
G54B-T1_0_031 ac 20220307-VS-ESMT-TEMP.docx



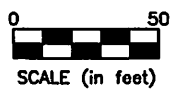
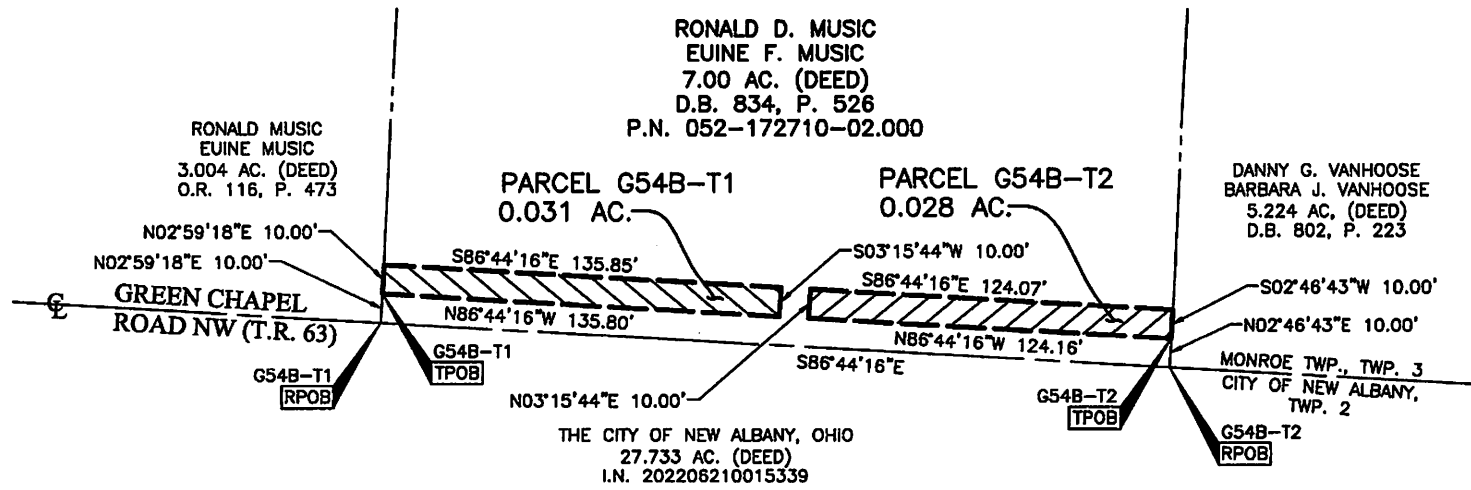


Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENTS

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 11, 2023
Scale:	1" = 50'
Job No:	2022-0307
Sheet No:	1 of 1



By Matthew A. Kirk Date 11 JAN 23
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com

Ordinance O-66-2023 EXHIBIT 2

J:\20220307\DWG\CASHEETS\EASEMENTS\G54B-T1 & T2_20220307-VS-ESMT-TEMP.DWG plotted by DIROMA, THERESA on 1/19/2023 7:32:46 AM last saved by TDIROMA on 1/19/2023 7:32:13 AM

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G54B-T2

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-172710-02.000

Prior Instrument Reference: Deed Book 834, Page 526, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G54B-T2
0.028 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southeasterly corner of said 7.00 acre tract, the southwesterly corner of that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2;

Thence North 02° 46' 43" East, with the line common to said 7.00 and 5.224 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 7.00 acre tract, the following courses and distances:

North 86° 44' 16" West, a distance of 124.16 feet to a point;

North 03° 15' 44" East, a distance of 10.00 feet to a point; and

South 86° 44' 16" East, a distance of 124.07 feet to a point in said common line;

Thence South 02° 46' 43" West, with said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.028 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 Jan 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:djf
G54B-T2_0_028 ac 20220307-VS-ESMT-TEMP.docx



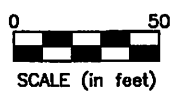
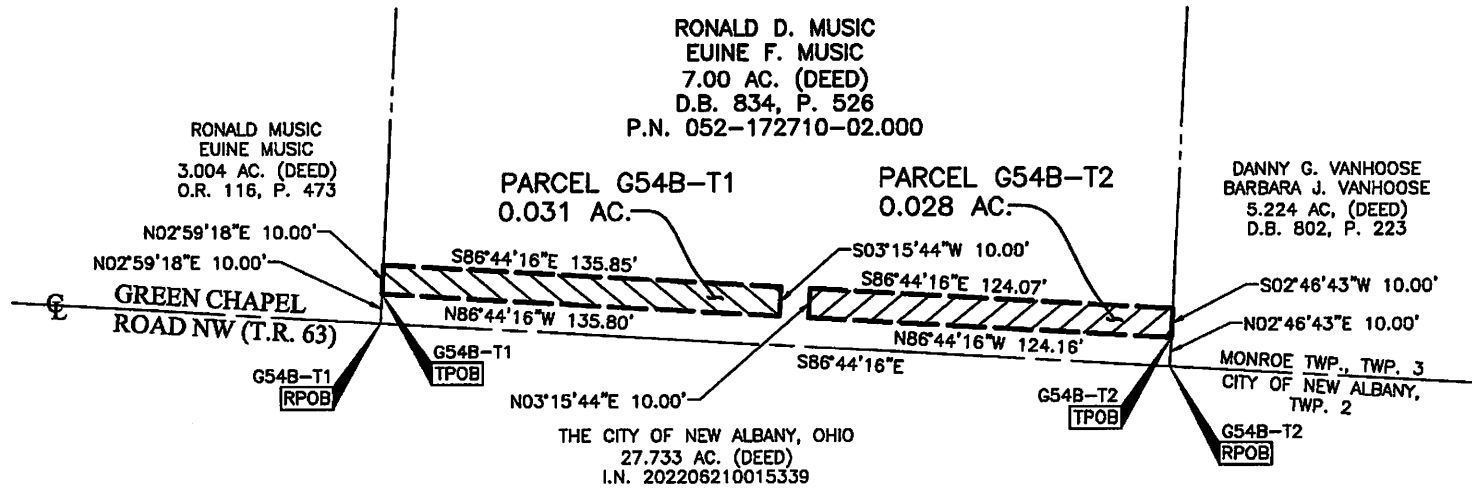


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 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENTS

**LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	January 11, 2023
Scale:	1" = 50'
Job No:	2022-0307
Sheet No:	1 of 1



By Matthew A. Kirk 11 Jan 23
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com
 Date

Ordinance O-66-2023 EXHIBIT 3

J:\20220307\DRG\CASHEETS\EASEMENTS\G54B-T1 & T2_20220307-VS-ESMT-TEMP.DWG plotted by DIROMA, THERESA on 1/19/2023 7:38:46 AM last saved by DIROMA on 1/19/2023 7:38:13 AM

EASEMENT

PARCEL G54B-S

A perpetual non-exclusive easement granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to occupy for drainage, stormwater management, utilities and appurtenances necessary for the establishment, construction, reconstruction, widening, repair or maintenance and use of a public road (the “Project”) the following described real estate (“Easement Area”) and for other purposes described herein:

SEE EXHIBIT A ATTACHED

Licking County Current Tax Parcel No. 052-172710-02.000

**Prior Instrument Reference: Deed Book 834, Page 526, Licking County, Ohio
Recorder’s Office**

The purpose of the easement is for drainage, stormwater management and utilities appurtenant to a public road, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said drainage, stormwater and utility facilities that may be necessary or convenient for the providing of such drainage, stormwater and utility services, in, upon, across, over, under, and through the Easement Area, together with ingress and egress thereto. The City may assign this Easement to parties who may be responsible for the proper use, operation, and maintenance of the drainage, stormwater, utility and public roadway that required this Easement.

Upon completion of any construction of any drainage, stormwater and utilities in the Easement Area, the Easement Area will be graded, seeded or erosion control measures shall be installed and the Easement Area shall be returned as reasonably practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. The City shall restore the initial construction in the Easement Area in accordance with the roadway improvement plans and specifications on file at the Licking County Engineer’s Office.

The Owner shall not unreasonably interfere with the drainage, stormwater or utility easement or its purposes and shall not convey any other easement within the Easement Area; place any additional structures of a temporary or permanent type on, above, or under the Easement Area; add or remove any dirt, stone, fill, trees or other vegetation or materials within the Easement Area; or disturb or alter any slopes, drainage courses or water flows within the Easement Area. However, the Owner may continue to enjoy the use of said property for any purposes which do not interfere with or prevent the use of this Easement by the City including ingress and egress over said Easement not inconsistent with its intended use.

EXHIBIT A

**PARCEL G54B-S
0.002 ACRE**

EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southeasterly corner of said 7.00 acre lot, the southwesterly corner of that 5.224 acre tract conveyed to Danny G. Vanhoose and Barbara J. Vanhoose by deed of record in Deed Book 802, Page 223, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2;

Thence North 86° 44' 16" West, with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, a distance of 124.24 feet to a point;

Thence across said 7.00 acre tract, the following courses and distances:

North 03° 15' 44" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

North 86° 44' 16" West, a distance of 10.00 feet to a point;

North 03° 15' 44" East, a distance of 10.00 feet to a point;

South 86° 44' 16" East, a distance of 10.00 feet to a point; and

South 03° 15' 44" West, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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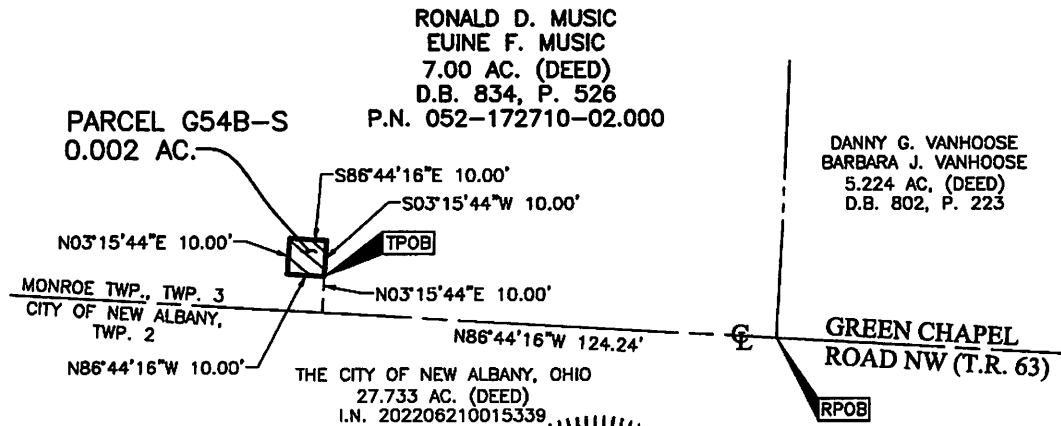


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 6500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
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EASEMENT

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 11, 2023
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	1 of 1



By Matthew A. Kirk
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com

11 JAN 23
 Date

Ordinance O-66-2023 EXHIBIT 4



ORDINANCE O-67-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, RONALD D. MUSIC AND EUINE F. MUSIC, OF THE PROPERTY LOCATED AT 11718 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the "Project"), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owners have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owners, Ronald D. Music and Euine F. Music, for the property located 11718 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G54B-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G54B-T1).
- C. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel G54B-T2).
- D. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 4 (Project Parcel G54B-S).

Section 2. That Council hereby fixes the value of all the interests appropriated at Three Thousand Seven Hundred Eighty-one Dollars (\$3,781.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owners of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owners of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent

of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	03/24/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

EXHIBIT A

**PARCEL G54B-WD
0.062 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being part of that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline of Green Chapel Road NW (Township Road 63) at the southerly common corner of said and Lot 7 (First Range of Lots) and Section 23 of said Township 3, in the northerly line of Lot 8, Quarter Township 2, Township 2, said Range 15, the southeasterly corner of that 5.654 acre tract conveyed to Lauren McCuen and Joshua Westfall by deed of record in Instrument Number 201908090016315, the southwesterly corner of that 6.232 acre tract conveyed to Timothy K. Burke and Alita Ann Mercer Burke by deed of record in Instrument Number 202208190020456, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, the following courses and distances:

South 87° 01' 59" East, a distance of 0.57 feet to a magnetic nail found at the northerly common corner of Quarter Townships 1 and 2 of said Township 2, in the southerly line of said Lot 7; and

South 86° 44' 16" East, a distance of 636.72 feet to a magnetic nail set at the southwesterly corner of said 7.00 acre tract, the southeasterly corner of that 3.004 acre tract conveyed to Ronald Music and Euine Music by deed of record in Official Record 116, Page 473, in the northerly line of said 27.733 acre tract, the TRUE POINT OF BEGINNING;

Thence North 02° 59' 18" East, across said Green Chapel Road NW and with the line common to said 7.00 and 3.004 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 86° 44' 16" East, across said 7.00 acre tract, a distance of 269.96 feet to an iron pin set in the easterly line of said 7.00 acre tract, the westerly line of that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223;

Thence South 02° 46' 43" West, across said Green Chapel Road NW and with the line common to said 7.00 and 5.224 acre tracts, a distance of 10.00 feet to a magnetic nail set at the southerly common corner thereof, in said centerline, said common Township line and said northerly line;

Thence North 86° 44' 16" West, with the southerly line of said 7.00 acre tract, said centerline, said common Township line and said northerly line, a distance of 270.00 feet to the

EXHIBIT A

**PARCEL G54B-WD
0.062 ACRE**

-2-

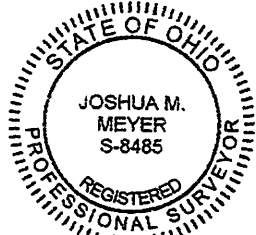
TRUE POINT OF BEGINNING, containing 0.062 acre, more or less, all of which is within Auditor's Parcel Number 052-172710-02.000 and 0.058 acre of which is within the present road occupied.

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

1-6-2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
G54B-WD_0_062.ec 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>PS</i>
DATE:	<i>1/10/23</i>

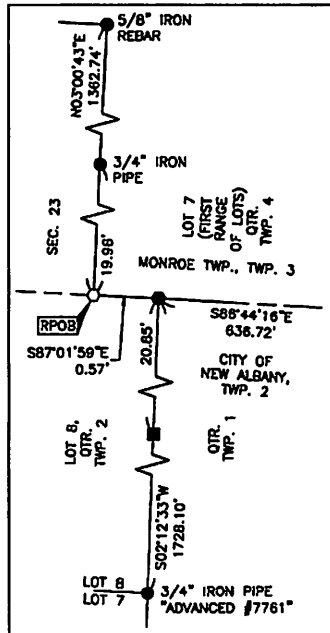


Evans, Meschery, Hombler & Thies, Inc.
 Engineers & Surveyors • Columbus • Ohio
 5800 New Albany Road, Columbus, OH 43254
 Phone: 614.778.3500 Fax: 614.778.3468
 emht.com

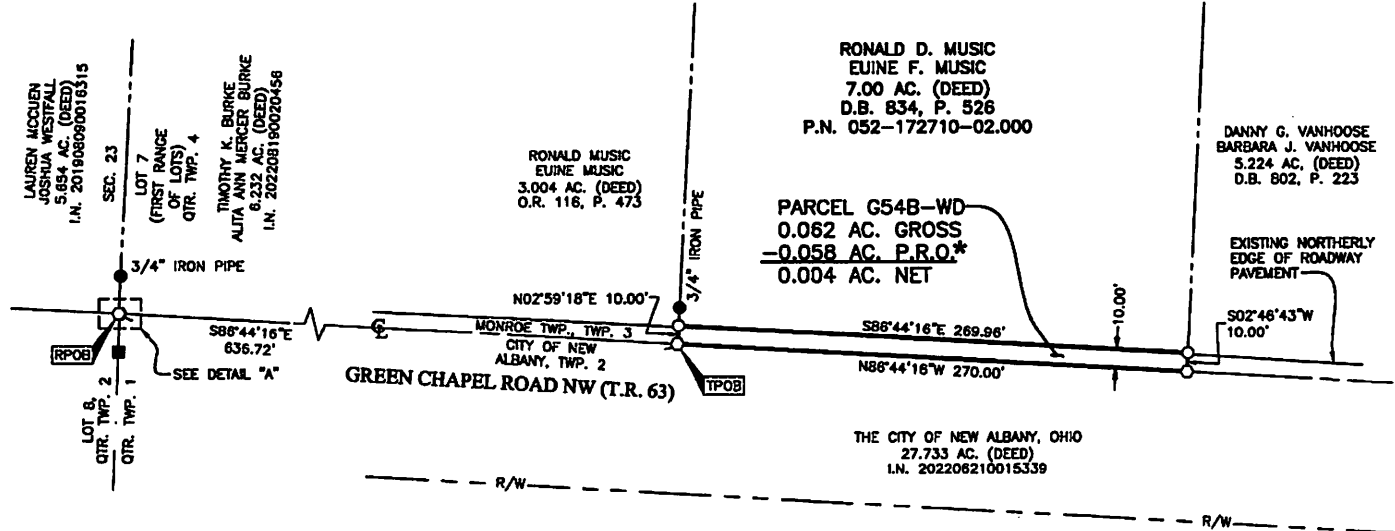
SURVEY OF ACREAGE PARCEL

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 6, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



DETAIL "A"
N.T.S.



*** ROAD RIGHT OF WAY NOTES:**

The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

BASIS OF BEARINGS:

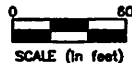
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, 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 in November and December, 2021 and April, 2022.

- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Fence Post Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" L.D. iron pipes
 30" long with cap inscribed EMHT INC.



By Joshua M. Meyer
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

1-6-2023
 Date



Ordinance O-67-2023 EXHIBIT 1

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G54B-T1

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-172710-02.000

Prior Instrument Reference: Deed Book 834, Page 526, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G54B-T1
0.031 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southwesterly corner of said 7.00 acre tract, the southeasterly corner of that 3.004 acre tract conveyed to Ronald Music and Euine Music by deed of record in Official Record 116, Page 473, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2;

Thence North 02° 59' 18" East, with the line common to said 7.00 and 3.004 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence North 02° 59' 18" East, continuing with said common line, a distance of 10.00 feet to a point;

Thence across said 7.00 acre tract, the following courses and distances:

South 86° 44' 16" East, a distance of 135.85 feet to a point;

South 03° 15' 44" West, a distance of 10.00 feet to a point; and

North 86° 44' 16" West, a distance of 135.80 feet to the TRUE POINT OF BEGINNING, containing 0.031 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

11 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:djf
G54B-T1_0_031 ac 20220307-VS-ESMT-TEMP.docx



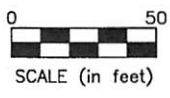
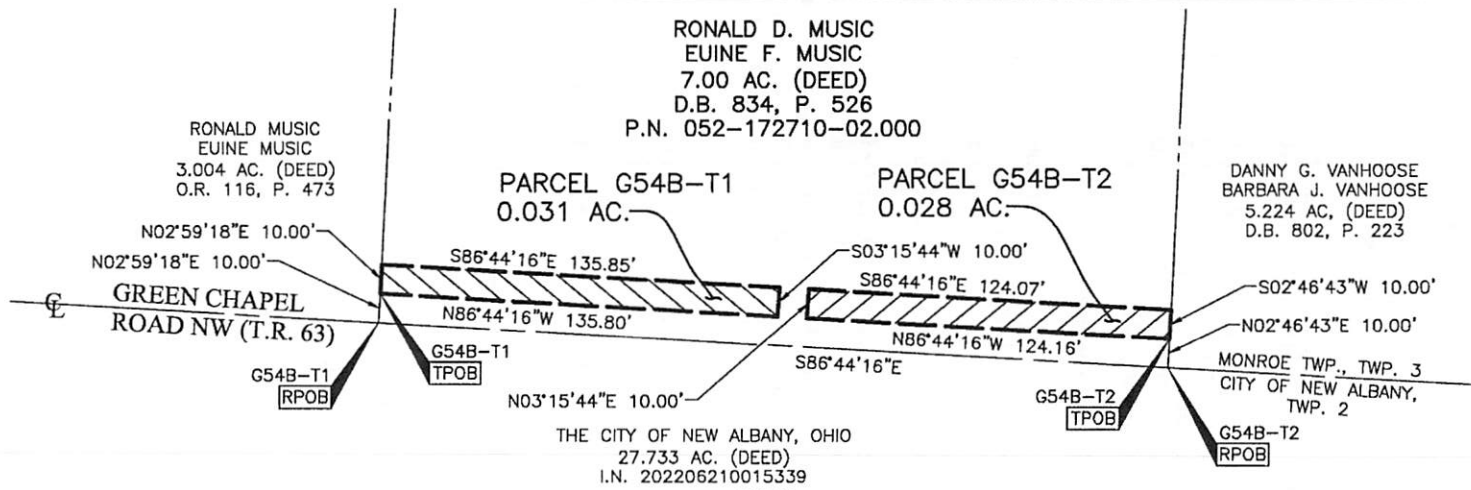


Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENTS

**LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	January 11, 2023
Scale:	1" = 50'
Job No:	2022-0307
Sheet No:	1 of 1



By Matthew A. Kirk 11 JAN 23
 Matthew A. Kirk Date
 Professional Surveyor No. 7865
 mkirk@emht.com

Ordinance O-67-2023 EXHIBIT 2

J:\20220307\DWG\04SHEETS\EASEMENTS\G54B-T1 & T2_20220307-VS-ESMT-TEMP.DWG plotted by DIROMA, THERESA on 1/19/2023 7:38:46 AM last saved by TDIROMA on 1/19/2023 7:38:13 AM

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G54B-T2

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-172710-02.000

Prior Instrument Reference: Deed Book 834, Page 526, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G54B-T2
0.028 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southeasterly corner of said 7.00 acre tract, the southwesterly corner of that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2;

Thence North 02° 46' 43" East, with the line common to said 7.00 and 5.224 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 7.00 acre tract, the following courses and distances:

North 86° 44' 16" West, a distance of 124.16 feet to a point;

North 03° 15' 44" East, a distance of 10.00 feet to a point; and

South 86° 44' 16" East, a distance of 124.07 feet to a point in said common line;

Thence South 02° 46' 43" West, with said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.028 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 Jan 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:djf
G54B-T2_0_028 ac 20220307-VS-ESMT-TEMP.docx



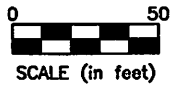
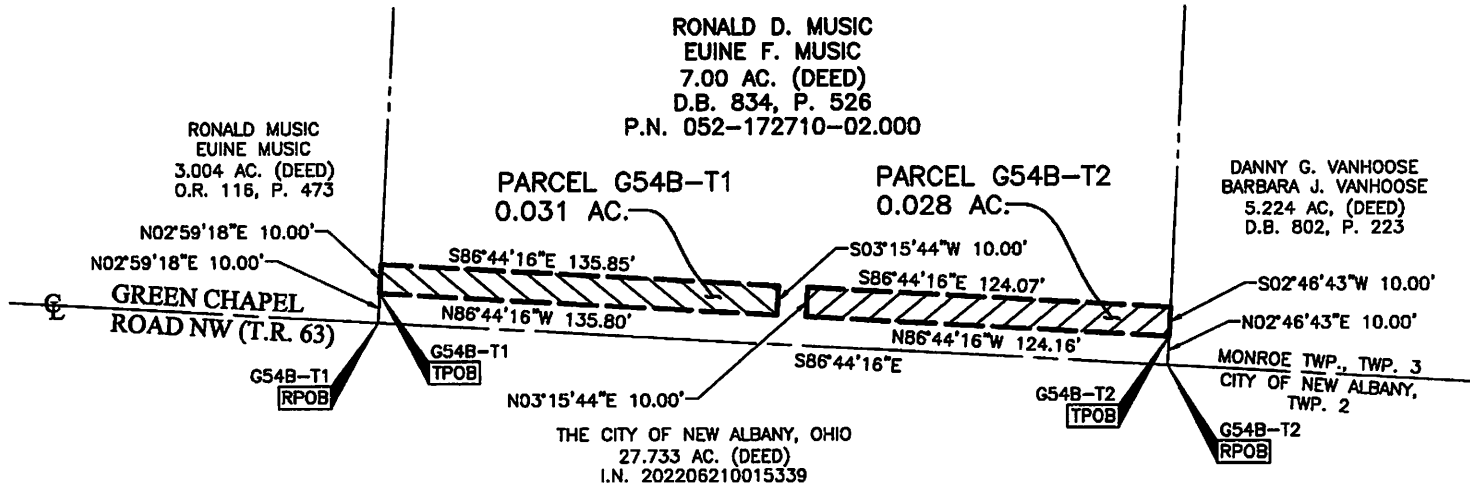


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 emht.com

TEMPORARY EASEMENTS

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 11, 2023
Scale:	1" = 50'
Job No:	2022-0307
Sheet No:	1 of 1



By Matthew A. Kirk 11 Jan 23
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com
 Date

Ordinance O-67-2023 EXHIBIT 3

J:\20220307\DWG\04SHEETS\EASEMENTS\G54B-T1 & T2_20220307-VS-ESMT-TEMP.DWG plotted by DROMA, THERESA on 1/19/2023 7:36:46 AM last saved by TROMA on 1/19/2023 7:36:13 AM

EASEMENT

PARCEL G54B-S

A perpetual non-exclusive easement granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to occupy for drainage, stormwater management, utilities and appurtenances necessary for the establishment, construction, reconstruction, widening, repair or maintenance and use of a public road (the “Project”) the following described real estate (“Easement Area”) and for other purposes described herein:

SEE EXHIBIT A ATTACHED

Licking County Current Tax Parcel No. 052-172710-02.000

Prior Instrument Reference: Deed Book 834, Page 526, Licking County, Ohio
Recorder’s Office

The purpose of the easement is for drainage, stormwater management and utilities appurtenant to a public road, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said drainage, stormwater and utility facilities that may be necessary or convenient for the providing of such drainage, stormwater and utility services, in, upon, across, over, under, and through the Easement Area, together with ingress and egress thereto. The City may assign this Easement to parties who may be responsible for the proper use, operation, and maintenance of the drainage, stormwater, utility and public roadway that required this Easement.

Upon completion of any construction of any drainage, stormwater and utilities in the Easement Area, the Easement Area will be graded, seeded or erosion control measures shall be installed and the Easement Area shall be returned as reasonably practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. The City shall restore the initial construction in the Easement Area in accordance with the roadway improvement plans and specifications on file at the Licking County Engineer’s Office.

The Owner shall not unreasonably interfere with the drainage, stormwater or utility easement or its purposes and shall not convey any other easement within the Easement Area; place any additional structures of a temporary or permanent type on, above, or under the Easement Area; add or remove any dirt, stone, fill, trees or other vegetation or materials within the Easement Area; or disturb or alter any slopes, drainage courses or water flows within the Easement Area. However, the Owner may continue to enjoy the use of said property for any purposes which do not interfere with or prevent the use of this Easement by the City including ingress and egress over said Easement not inconsistent with its intended use.

EXHIBIT A

**PARCEL G54B-S
0.002 ACRE**

EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southeasterly corner of said 7.00 acre lot, the southwesterly corner of that 5.224 acre tract conveyed to Danny G. Vanhoose and Barbara J. Vanhoose by deed of record in Deed Book 802, Page 223, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2;

Thence North 86° 44' 16" West, with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, a distance of 124.24 feet to a point;

Thence across said 7.00 acre tract, the following courses and distances:

North 03° 15' 44" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

North 86° 44' 16" West, a distance of 10.00 feet to a point;

North 03° 15' 44" East, a distance of 10.00 feet to a point;

South 86° 44' 16" East, a distance of 10.00 feet to a point; and

South 03° 15' 44" West, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:djf
G54B-S_0_002 ac 20220307-VS-ESMT-DRAN.docx



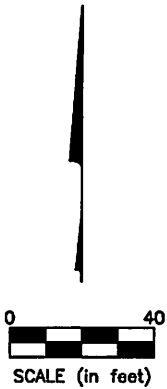
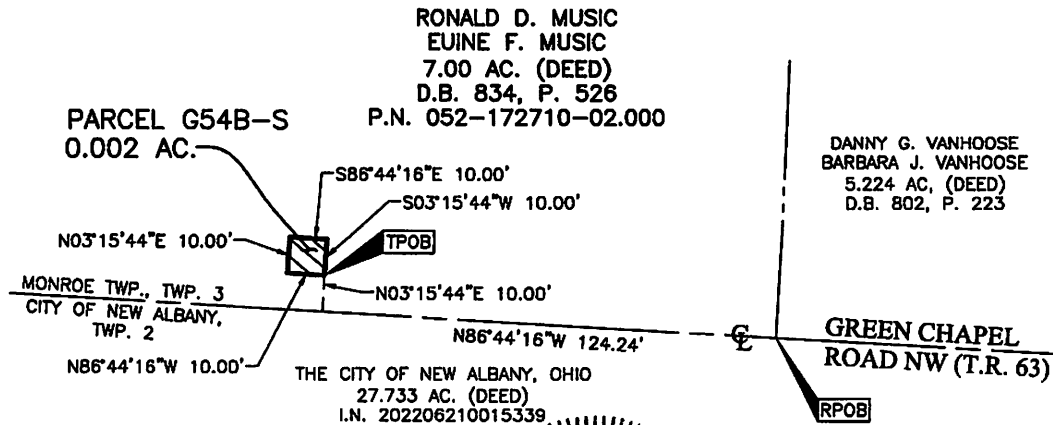


Evans, Mechwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 6500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

EASEMENT

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 11, 2023
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	1 of 1



By Matthew A. Kirk 11 JAN 23
 Matthew A. Kirk Date
 Professional Surveyor No. 7865
 mkirk@emht.com

Ordinance O-67-2023 EXHIBIT 4



ORDINANCE O-68-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, DANNY G. VANHOOSE AND BARBARA J. VANHOOSE, OF THE PROPERTY LOCATED AT 11662 GREEN CHAPEL ROAD IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE GREEN CHAPEL ROAD PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Green Chapel Road Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Green Chapel Road and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-10-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owners have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owners, Danny G. Vanhoose and Barbara J. Vanhoose, for the property located at 11662 Green Chapel Road, for the public purpose of making, repairing, improving and constructing Green Chapel Road and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described as depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel G55-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel G55-T1).
- C. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 4 (Project Parcel G55-T2).
- D. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G55-S).

Section 2. That Council hereby fixes the value of all the interests appropriated at Four Thousand Five Hundred Sixty-nine Dollars (\$4,569.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owners of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owners of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent

of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

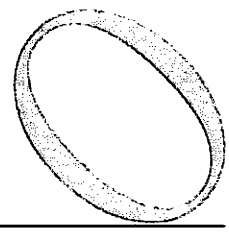
CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	03/24/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

EXHIBIT A

**PARCEL G55-WD
0.046 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being part of that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline of Green Chapel Road NW (Township Road 63) at the southerly common corner of said and Lot 7 (First Range of Lots) and Section 23 of said Township 3, in the northerly line of Lot 8, Quarter Township 2, Township 2, said Range 15, the southeasterly corner of that 5.654 acre tract conveyed to Lauren McCuen and Joshua Westfall by deed of record in Instrument Number 201908090016315, the southwesterly corner of that 6.232 acre tract conveyed to Timothy K. Burke and Alita Ann Mercer Burke by deed of record in Instrument Number 202208190020456, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339;

Thence with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, the following courses and distances:

South 87° 01' 59" East, a distance of 0.57 feet to a magnetic nail found at the northerly common corner of Quarter Townships 1 and 2 of said Township 2, in the southerly line of said Lot 7; and

South 86° 44' 16" East, a distance of 906.72 feet to a magnetic nail set at the southwesterly corner of said 5.224 acre tract, the southeasterly corner of that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526, in the northerly line of said 27.733 acre tract, the TRUE POINT OF BEGINNING;

Thence North 02° 46' 43" East, across said Green Chapel Road NW and with the line common to said 5.224 and 7.00 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 86° 44' 16" East, across said 5.224 acre tract, a distance of 200.00 feet to an iron pin set in the easterly line of said 5.224 acre tract, the westerly line of that 50.0 acre tract conveyed as First Parcel to James S. Miser and Angela W. Miser by deed of record in Deed Book 770, Page 611;

Thence South 02° 46' 43" West, across said Green Chapel Road NW, with the line common to said 5.224 and 50.0 acre tracts, a distance of 10.00 feet to a magnetic nail set at the southerly common corner thereof in said centerline, said common Township line and the northerly line of said 27.733 acre tract;

Thence North 86° 44' 16" West, with said centerline, said common Township line and said northerly line, a distance of 200.00 feet to the TRUE POINT OF BEGINNING, containing

EXHIBIT A

**PARCEL G55-WD
0.046 ACRE**

-2-

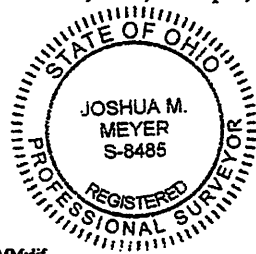
0.046 acre, more or less, all of which is within Auditor's Parcel Number 052-172710-01.000 and 0.040 acre of which is within the present road occupied.

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

1-6-2023

Date

JMM:djt
G55-WD_0_046 ac 20220307-VS-ENDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>BS</i>	
DATE: <i>1/10/23</i>	

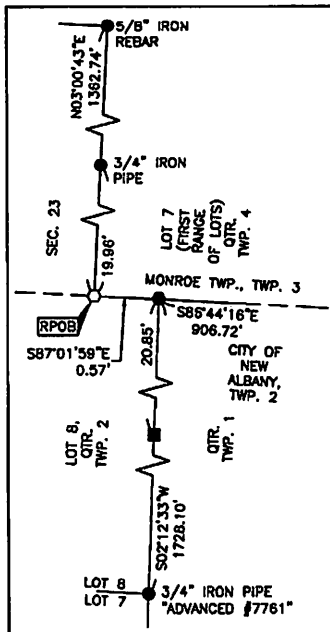


Evans, Meriwether, Houshelson & Tilton, Inc.
 Engineers • Surveyors • Planners • Architects
 6500 New Albany Road, Columbus, OH 43264
 Phone: 614.773.4300 Fax: 614.773.3488
 emht.com

SURVEY OF ACREAGE PARCEL

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

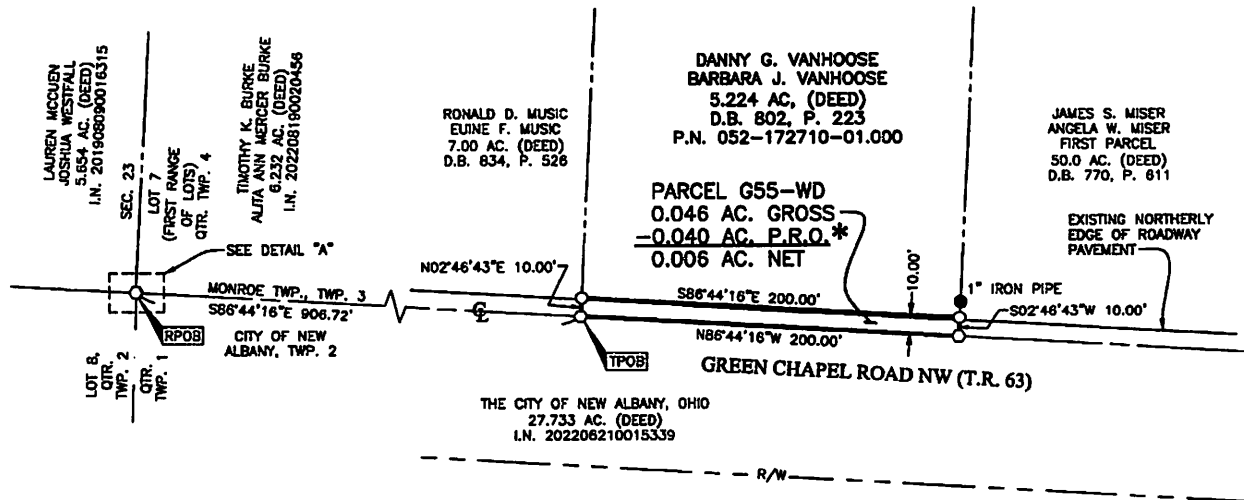
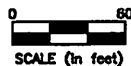
Date:	January 6, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



DETAIL "A"
N.T.S.

- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Fence Post Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

I.P. Set are 13/16" LD. iron pipes
 30" long with cap inscribed EMHT INC.



*** ROAD RIGHT OF WAY NOTES:**

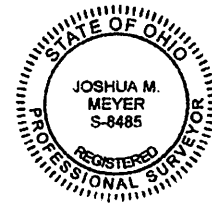
The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 86° 44' 16" West, 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 in November and December, 2021 and April, 2022.



By *Joshua M. Meyer*
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

1-6-2023
 Date

Ordinance O-68-2023 EXHIBIT 1

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G55-T1

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-172710-01.000

Prior Instrument Reference: Deed Book 802, p. 223, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G55-T1
0.005 ACRE**

EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southwesterly corner of said 5.224 acre tract, the southeasterly corner of that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2 of said Range 15;

Thence North 02° 46' 43" East, with the line common to said 5.224 and 7.00 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence North 02° 46' 43" East, continuing with said common line, a distance of 10.00 feet to a point;

Thence across said 5.224 acre tract, the following courses and distances:

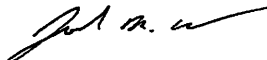
South 86° 44' 16" East, a distance of 21.48 feet to a point;

South 03° 15' 44" West, a distance of 10.00 feet to a point; and

North 86° 44' 16" West, a distance of 21.39 feet to the TRUE POINT OF BEGINNING, containing 0.005 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Joshua M. Meyer
Professional Surveyor No. 8485

1-28-2023

Date

JMM:smh
G55-T1_0_005 ac 20220307-VS-ESMT-TEMP.docx



Evans, Mechworl, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4300 Toll Free: 866.775.3648
 emht.com

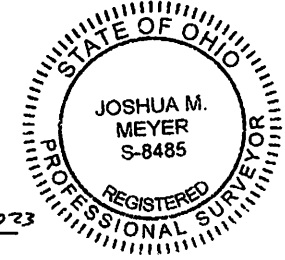
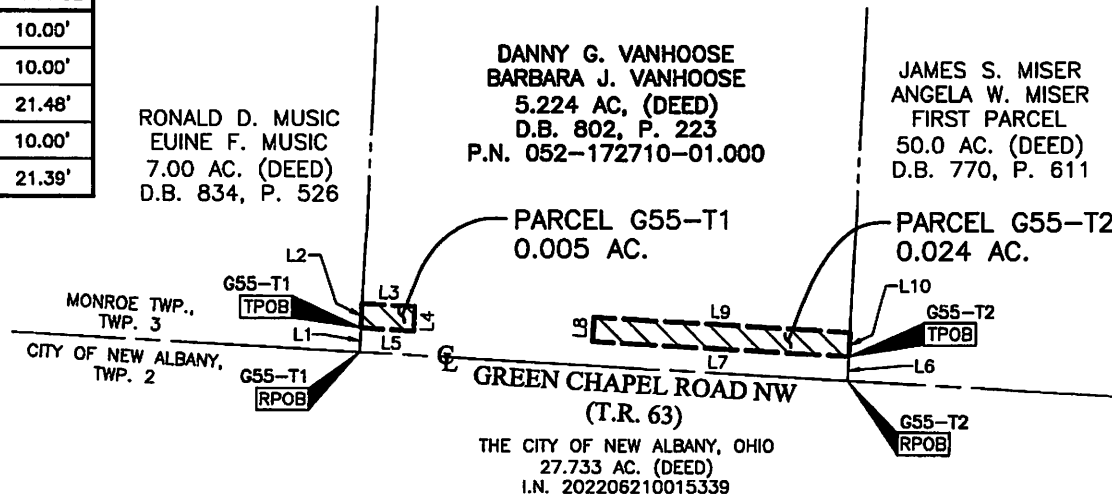
TEMPORARY EASEMENTS

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: January 20, 2023
 Scale: 1" = 60'
 Job No: 2022-0307
 Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°46'43"E	10.00'
L2	N02°46'43"E	10.00'
L3	S86°44'16"E	21.48'
L4	S03°15'44"W	10.00'
L5	N86°44'16"W	21.39'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N02°46'43"E	10.00'
L7	N86°44'16"W	105.11'
L8	N03°15'44"E	10.00'
L9	S86°44'16"E	105.03'
L10	S02°46'43"W	10.00'



By Joshua M. Meyer 1-20-2023 Date
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

Ordinance O-68-2023 EXHIBIT 2

J:\20220307\DWG\04SHEETS\EASEMENTS\G55-T1 & T2_20220307-VS-ESM1-TEMP.DWG plotted by MEYER, JOSH on 1/20/2023 8:11:52 PM last moved by JMEYER on 1/20/2023 8:11:11 PM

**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL G55-T2

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 052-172710-01.000

Prior Instrument Reference: Deed Book 802, p. 223, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Green Chapel Road, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL G55-T2
0.024 ACRE**

EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southeasterly corner of said 5.224 acre tract, the southwesterly corner of that 50.0 acre tract conveyed as First Parcel to James S. Miser and Angela W. Miser by deed of record in Deed Book 770, Page 611, and the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2 of said Range 15;

Thence North 02° 46' 43" East, with the line common to said 5.224 and 50.0 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 5.224 acre tract, the following courses and distances:

North 86° 44' 16" West, a distance of 105.11 feet to a point;

North 03° 15' 44" East, a distance of 10.00 feet to a point;

South 86° 44' 16" East, a distance of 105.03 feet to a point; and

South 02° 46' 43" West, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.024 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

1-20-2023

Date

JMM:smh
G55-T2_0_024 ac 20220307-VS-ESMT-TEMP.docx



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 6500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

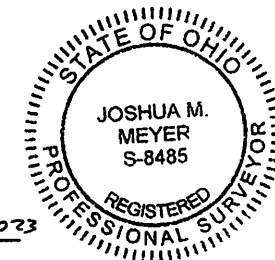
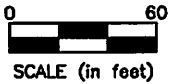
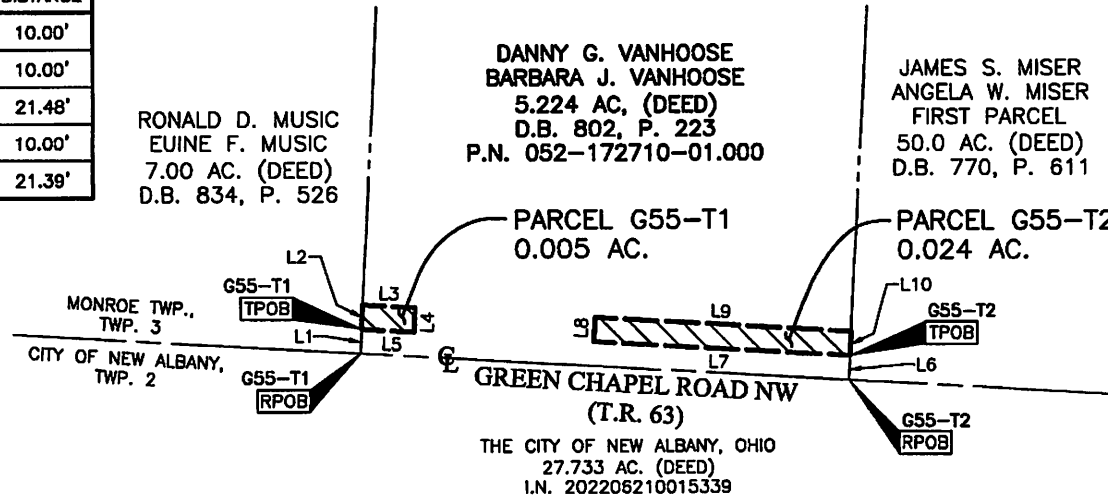
TEMPORARY EASEMENTS

**LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date: January 20, 2023
 Scale: 1" = 60'
 Job No: 2022-0307
 Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°46'43"E	10.00'
L2	N02°46'43"E	10.00'
L3	S86°44'16"E	21.48'
L4	S03°15'44"W	10.00'
L5	N86°44'16"W	21.39'

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N02°46'43"E	10.00'
L7	N86°44'16"W	105.11'
L8	N03°15'44"E	10.00'
L9	S86°44'16"E	105.03'
L10	S02°46'43"W	10.00'



By Joshua M. Meyer 1-20-2023
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com
 Date

Ordinance O-68-2023 EXHIBIT 3

J:\2022\0307\DWG\04SHEETS\EASEMENTS\G55-T1 & T2_20220307-VS-DSM-T-TEMP.DWG plotted by MEYER, JOSH on 1/20/2023 8:11:52 PM last saved by JMEYER on 1/20/2023 8:11:11 PM

EASEMENT

PARCEL G55-S

A perpetual non-exclusive easement granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to occupy for drainage, stormwater management, utilities and appurtenances necessary for the establishment, construction, reconstruction, widening, repair or maintenance and use of a public road (the “Project”) the following described real estate (“Easement Area”) and for other purposes described herein:

SEE EXHIBIT A ATTACHED

Licking County Current Tax Parcel No. 052-172710-01.000

Prior Instrument Reference: Deed Book 802, Page 223, Licking County, Ohio
Recorder’s Office

The purpose of the easement is for drainage, stormwater management and utilities appurtenant to a public road, together with the right to construct, reconstruct, operate, maintain, repair, replace, and/or remove said drainage, stormwater and utility facilities that may be necessary or convenient for the providing of such drainage, stormwater and utility services, in, upon, across, over, under, and through the Easement Area, together with ingress and egress thereto. The City may assign this Easement to parties who may be responsible for the proper use, operation, and maintenance of the drainage, stormwater, utility and public roadway that required this Easement.

Upon completion of any construction of any drainage, stormwater and utilities in the Easement Area, the Easement Area will be graded, seeded or erosion control measures shall be installed and the Easement Area shall be returned as reasonably practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. The City shall restore the initial construction in the Easement Area in accordance with the roadway improvement plans and specifications on file at the Licking County Engineer’s Office.

The Owner shall not unreasonably interfere with the drainage, stormwater or utility easement or its purposes and shall not convey any other easement within the Easement Area; place any additional structures of a temporary or permanent type on, above, or under the Easement Area; add or remove any dirt, stone, fill, trees or other vegetation or materials within the Easement Area; or disturb or alter any slopes, drainage courses or water flows within the Easement Area. However, the Owner may continue to enjoy the use of said property for any purposes which do not interfere with or prevent the use of this Easement by the City including ingress and egress over said Easement not inconsistent with its intended use.

EXHIBIT A

**PARCEL G55-S
0.017 ACRE**

EASEMENT

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 5.224 acre tract conveyed to Danny G. Vanhooose and Barbara J. Vanhooose by deed of record in Deed Book 802, Page 223 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Green Chapel Road NW (Township Road 63) at the southwesterly corner of said 5.224 acre tract, the southeasterly corner of that 7.00 acre tract conveyed to Ronald D. Music and Euine F. Music by deed of record in Deed Book 834, Page 526, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the line common to said Township 3 and Township 2 of said Range 15;

Thence South 86° 44' 16" East, with said centerline and the line common to said 5.224 and 27.733 acre tracts, a distance of 21.31 feet to a point;

Thence across said 5.224 acre tract, the following courses and distances:

North 03° 15' 44" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

North 03° 15' 44" East, a distance of 10.00 feet to a point;

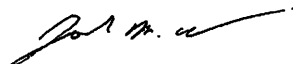
South 86° 44' 16" East, a distance of 73.49 feet to a point;

South 03° 15' 44" West, a distance of 10.00 feet to a point; and

North 86° 44' 16" West, a distance of 73.49 feet to the TRUE POINT OF BEGINNING, containing 0.017 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Joshua M. Meyer
Professional Surveyor No. 8485

1-20-2023

Date

JMM:smh
G55-S_0_017 ac 20220307-VS-ESMT-DRAN.docx

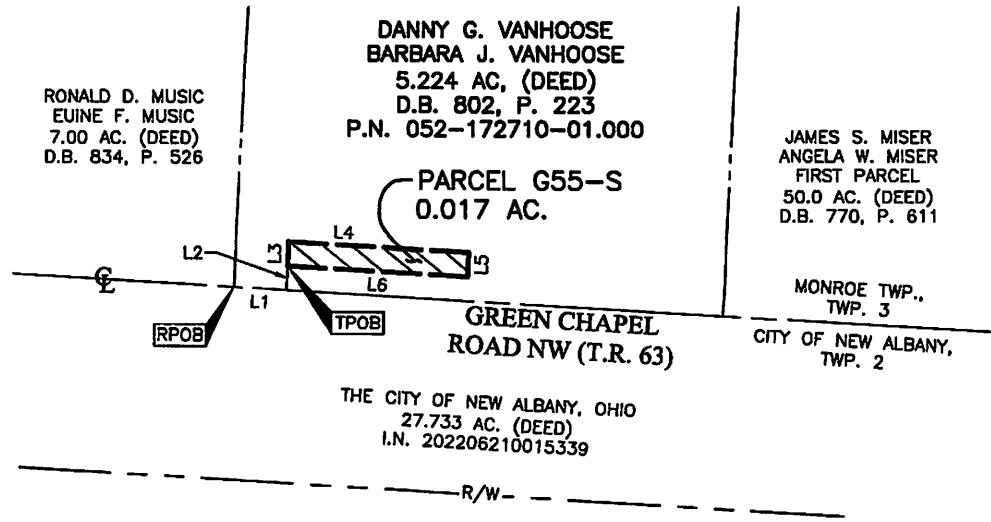


Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

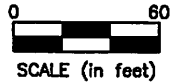
EASEMENT

LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: January 20, 2023
 Scale: 1" = 60'
 Job No: 2022-0307
 Sheet No: 1 of 1

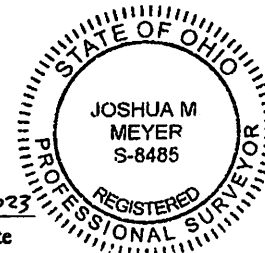


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°44'16"E	21.31'
L2	N03°15'44"E	10.00'
L3	N03°15'44"E	10.00'
L4	S86°44'16"E	73.49'
L5	S03°15'44"W	10.00'
L6	N86°44'16"W	73.49'



By Joshua M. Meyer
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

1-20-2023
 Date



Ordinance O-68-2023 EXHIBIT 4



ORDINANCE O-69-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNER, GREEN CHAPEL PROPERTIES, LLC, OF THE PROPERTY LOCATED AT 4438 MINK STREET NW IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE MINK STREET PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY

WHEREAS, the City of New Albany is preparing to construct the Mink Street Project (the “Project”), a public roadway construction and improvement project in Licking County, Ohio in the area where Intel Corporation is in the process of constructing a \$20 billion+ semiconductor and chip manufacturing project in the City, which Project is necessary and essential for a public purpose to improve public roads and accommodate the increase in of traffic in the area; and

WHEREAS, the Project includes the making, repairing, widening, improving, and construction of Mink Street and its intersecting roadways which roadways are, will be and will remain open to the public without charge; and

WHEREAS, the roadways and the Project will require the City of New Albany to obtain the premises described herein and on the attached Exhibits, which is located in Licking County, Ohio; and

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-2-2023 and said Resolution was served according to law and return of service has been made; and

WHEREAS, the requirements of Ohio Revised Code Section 163.04 have been met and the City and the owner have been unable to agree on a conveyance or the terms of a conveyance; and

WHEREAS, it is in the interest of the City of New Albany, and the general interest of the community, traveling public and region to facilitate the Project and opportunities the development will bring to the City, townships, Licking County, region and entire State of Ohio, to immediately provide more effective streets and roads in the area for the development and traveling public; and

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the city, and for the further reason that this ordinance is required to be effective immediately upon adoption to meet the required public road and infrastructure improvement deadlines for the support, receipt of funding for and development of the Project and the construction and timely commencement of the construction of the Project and the domestic semiconductor manufacturing operations, including federal, state, and city funding requirements, contracts and support obligations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, with the affirmative vote of at least two-thirds of all members elected thereto, that:

Section 1. The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owner, Green Chapel Properties, LLC, for the property located at 4438 Mink Street NW, for the public purpose of making, repairing, improving and constructing Mink Street and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described and depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel M40-WD).
- B. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel M40-T).

Section 2. That Council hereby fixes the value of all the property and interests appropriated at Three Hundred Dollars (\$300.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

Section 3. That Council finds that the appropriation is a public exigency necessary for the stated public purposes, that the City has been unable to agree with the owner of the property on the terms of a conveyance and the other requirements of Ohio Revised Code Section 163.04 have been met, and that the City intends to obtain immediate possession of the property.

Section 4. That the City Law Director or his designee is directed to proceed with the appropriation and is hereby authorized to file a petition for appropriation in the Licking County Common Pleas Court, to have a jury impaneled to assess the compensation to be paid for the real estate herein described above.

Section 5. That Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council or other appropriate officers and designees of the City to take any other actions as may be appropriate to implement this Ordinance, including the authority to reach a reasonable administrative resolution with the property owners to acquire the property interest in an amount greater than the appraised value and accept and record instruments of conveyance and all other documents necessary to carry out the terms and intent of this Ordinance. Should the City reach a reasonable administrative resolution at an amount greater than the appraised value, no further legislation is required.

Section 6: For the reasons stated in the preamble and herein, council hereby declares an emergency and waives the otherwise applicable referendum period.

Section 7. 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 Ohio Revised Code Section 121.22.

Section 8. Pursuant to Article 6.07(A) of the New Albany Charter, this ordinance shall become effective immediately upon its adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	03/24/2023
Introduced:	04/04/2023
Revised:	
Adopted:	
Effective:	

EXHIBIT A

**PARCEL M40-WD
0.140 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Quarter Township 1, Township 2, Range 15, United States Military District, being part of that 88.622 acre tract conveyed as Parcel VII to Green Chapel Properties, LLC by deed of record in Instrument Number 200612260036775 (all references are to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Green Chapel Road NW (County Road 63) and Mink Street NW (County Road 41) (width varies), the southwesterly corner of that 2.853 acre tract conveyed to Shelli Wriesel AKA Shelli S. Wriesel by deed of record in Instrument Number 201910020021346, the northwesterly corner of that 73.71 acre tract conveyed to Anne Evans by deed of record in Official Record 667, Page 805, the northeasterly corner of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the southeasterly corner of that 3.322 acre tract conveyed to Chad B. Harrison and Amy L. Harrison by deed of record in Instrument Number 200801080000490, a common corner of Lot 7 (First Range of Lots) and Lot 7 (Second Range of Lots), in the line common to said Township 2 and Township 3 of said Range 15;

Thence with the centerline of said Mink Street NW, the following courses and distances:

South 19° 07' 08" West, a distance of 241.20 feet to a magnetic nail set;

South 23° 42' 08" West, a distance of 300.00 feet to a magnetic nail set;

South 23° 24' 08" West, a distance of 199.45 feet to a magnetic nail set; and

South 24° 28' 38" West, a distance of 621.18 feet to the northwesterly corner of said 88.622 acre tract, the southwesterly corner of said 73.71 acre tract, in the easterly line of said 27.733 acre tract, the TRUE POINT OF BEGINNING;

Thence South 86° 11' 43" East, with the line common to said 88.622 and 73.71 acre tracts and crossing said Mink Street NW (passing a 5/8 inch iron rebar capped "J&H #7900" found at a distance of 31.31 feet), a total distance of 32.06 feet to an iron pin set in the easterly right-of-way line thereof;

Thence South 24° 28' 38" West, across said 88.622 acre tract, with said easterly right-of-way line, a distance of 203.48 feet to an iron pin set in the line common to said 88.622 acre tract and that 4.648 acre tract conveyed to Nicole Lauren Verbeck and Jeremy Lee Osterhout by deed of record in Instrument Number 201108030014236;

Thence North 86° 39' 59" West, with said common line and crossing said Mink Street NW (passing a 5/8 inch bent iron rebar found 0.60 feet northerly at a distance of 2.55 feet), a total distance of 32.17 feet to a magnetic nail set in said centerline at a common corner of said 88.622 and 4.648 acre tracts, in the easterly line of said 27.733 acre tract;

EXHIBIT A

**PARCEL M40-WD
0.140 ACRE**

-2-

Thence North 24° 28' 38" East, with said centerline, the line common to said 88.622 and 27.733 acre tracts, a distance of 203.77 feet to the TRUE POINT OF BEGINNING, containing 0.140 acre, more or less all of which is within the present road occupied.

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 shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Mink Street NW, having a bearing of North 24°28'38" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



JMM:md
M40-WD_0_140 ac 20220233-VS-BNDY.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

11-15-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	BS
DATE:	4/17/22

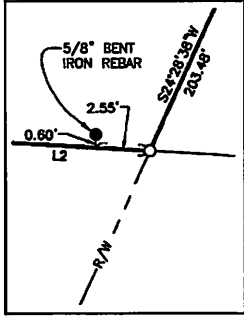


Evans, Macdonald, Houshagian & Wilson, Inc.
 Engineers • Surveyors • Planners • Scientists
 8633 New Albany Road, Columbus, OH 43244
 Phone: 614.775.4320 Fax: 614.775.3446
 emht.com

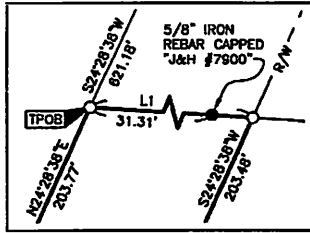
SURVEY OF ACREAGE PARCEL

QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: November 15, 2022 Scale: 1" = 60' Job No: 2022-0233 Sheet No: 1 of 1



DETAIL "B"
N.T.S.

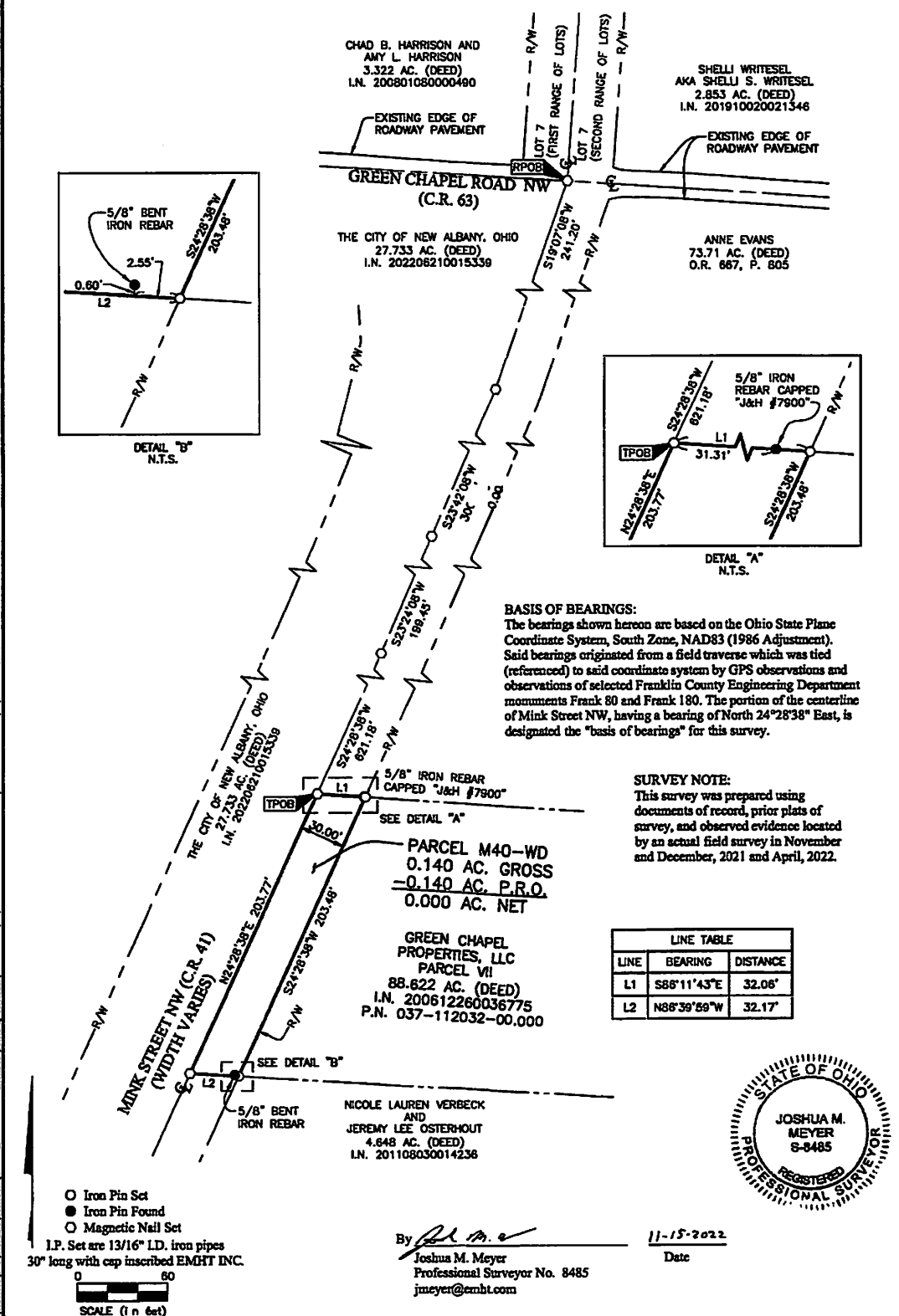


DETAIL "A"
N.T.S.

BASIS OF BEARINGS:
 The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Mink Street NW, having a bearing of North 24°28'38" East, is designated the "basis of bearings" for this survey.

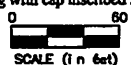
SURVEY NOTE:
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in November and December, 2021 and April, 2022.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°11'43"E	32.06'
L2	N88°39'29"W	32.17'



- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

I.P. Set are 13/16" LD. iron pipes
 30" long with cap inscribed EMHT INC.



By *Joshua M. Meyer*
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com

11-15-2022
 Date



**TEMPORARY RIGHT-OF-WAY EASEMENT
FOR A PUBLIC IMPROVEMENT
WITHOUT OF LIMITATION OF ACCESS**

PARCEL M40-T

Temporary easements granted to the City of New Albany (“City”), its employees, contractors, permittees, designees, agents, successors and assigns to exclusively occupy and use for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto (the “Project”) the following described real estate (“Easement Area”):

SEE EXHIBIT A ATTACHED

Licking County, Ohio Current Tax Parcel No. 037-112032-00.000

Prior Instrument Reference: Instrument No. 200612260036775, Licking County Recorder’s Office.

The temporary easement is for the purposes of: (a) constructing, installing, reconstructing, widening, replacing, removing, repairing, maintaining, and performing all work necessary to complete the Project and improvements of certain portions of Mink Street, with access to the Owner’s adjacent property to be maintained during the term of this temporary easement, in accordance with the plans and specifications on file at the Licking County Engineer’s office (the “Improvements”); (b) ingress and egress to and from Owner’s adjoining parcels; (c) to enter upon the above described land with necessary equipment and use said land during the period of the temporary easement; (d) grading, seeding, drainage, relocation and/or maintenance work necessary for the Project and Improvements; and (e) restoration of the Easement Area as provided below.

The duration of this temporary easement is twenty-four (24) months. The period of the temporary easement shall begin immediately following the date on which the work on the Project and Improvements described above is first commenced by or on behalf of the City or its duly authorized employees, contractors, permittees, designees, agents, successors and assigns and possession is taken of the Easement Area for Project related work for the construction of the Improvements. The easement shall terminate upon completion of the required work in accordance with the plans and specifications for the Project prepared for the City (the “Period”) or twenty-four (24) months from commencement, whichever first occurs. The Project shall be deemed completed upon inspection and acceptance of the Improvements by the City of New Albany or its authorized agent.

On termination, and without regard to enhancements or appurtenance installed by Owner, the Easement Area will be returned as nearly as practicable to its original condition, taking into consideration the nature of the work performed and the compensation provided to the Owner for existing improvements that are not restored. During the existence of this easement, the Owner, its heirs, successors and assigns shall not take or permit any action that interferes with the City’s temporary use inconsistent with the rights retained herein.

EXHIBIT A

**PARCEL M40-T
0.014 ACRE**

**TEMPORARY EASEMENT
WITHOUT LIMITATION OF ACCESS**

An exclusive temporary easement for the establishment, construction, reconstruction, widening, repair or maintenance of a public road and appurtenances thereto, including, but not limited to any grading, seeding, drainage, relocation and/or maintenance work deemed necessary by the City of New Albany and/or Licking County, Ohio, their successors and assigns, with access to Grantor's Property to be maintained during the term of this temporary easement.

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Jersey, Quarter Township 1, Township 2, Range 15, United States Military District, being on, over and across that 88.622 acre tract conveyed as Parcel VII to Green Chapel Properties, LLC by deed of record in Instrument Number 200612260036775 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the common corner of said 88.622 acre tract, that 73.71 acre tract conveyed to Anne Evans by deed of record in Official Record 667, Page 805, in the easterly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, in the centerline of Mink Street NW (County Road 41) (width varies);

Thence South 86° 11' 43" East, with the line common to said 88.622 and 73.71 acre tracts, a distance of 32.06 feet to the TRUE POINT OF BEGINNING;

Thence South 86° 11' 43" East, continuing with said common line, a distance of 6.41 feet to a point;

Thence across said 88.622 acre tract, the following courses and distances:

South 24° 28' 38" West, a distance of 38.22 feet to a point;

South 65° 31' 22" East, a distance of 4.00 feet to a point;

South 24° 28' 38" West, a distance of 23.00 feet to a point;

North 65° 31' 22" West, a distance of 7.00 feet to a point;

South 24° 28' 38" West, a distance of 57.47 feet to a point;

North 65° 31' 22" West, a distance of 3.00 feet to a point in the easterly right-of-way line of said Mink Street NW; and

North 24° 28' 38" East, with said easterly right-of-way line, a distance of 116.42 feet to the TRUE POINT OF BEGINNING, containing 0.014 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

12/8/22
Date

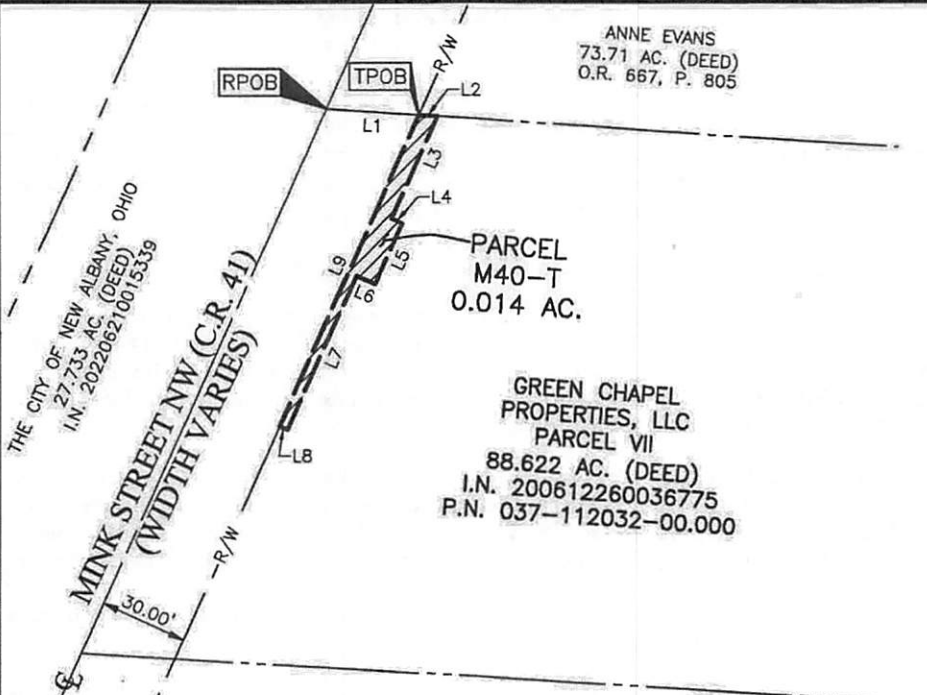


Evans, Mechtwart, Hornblower & Thon, Inc.
 Engineers - Surveyors - Planners - Scientists
 3800 New Albany Road, Columbus, OH 43204
 Phone: 614.776.4100 Fax: 614.776.3648
 emht.com

TEMPORARY EASEMENT

QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15
 UNITED STATES MILITARY DISTRICT
 JERSEY TOWNSHIP, COUNTY OF LICKING, STATE OF OHIO

Date: November 28, 2022 Scale: 1" = 50' Job No: 2022-0233 Sheet No: 1 of 1

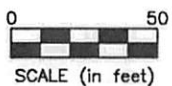


J:\20220233\DWG\CASEMENTS\EASEMENTS\M40-T_20220233-06-EMT-TEMP.DWG plotted by DISTELHORST, NICOLE on 11/28/2022 7:57:03 AM last saved by DISTELHORST on 11/11/2022 10:05:56 AM

GREEN CHAPEL
 PROPERTIES, LLC
 PARCEL VII
 88.622 AC. (DEED)
 I.N. 200612260036775
 P.N. 037-112032-00.000

NICOLE LAUREN VERBECK
 AND
 JEREMY LEE OSTERHOUT
 4.648 AC. (DEED)
 I.N. 201108030014236

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N86°11'43"W	32.06'
L2	S86°11'43"E	6.41'
L3	S24°28'38"W	38.22'
L4	S65°31'22"E	4.00'
L5	S24°28'38"W	23.00'
L6	N65°31'22"W	7.00'
L7	S24°28'38"W	57.47'
L8	N65°31'22"W	3.00'
L9	N24°28'38"E	116.42'



By Heather L. King Date 12/8/22
 Heather L. King
 Professional Surveyor No. 8307
 hking@emht.com