



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 Buine 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:zjf
G53-WD_0_060 ac 20220307-VS-ENDY.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

1-6-2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

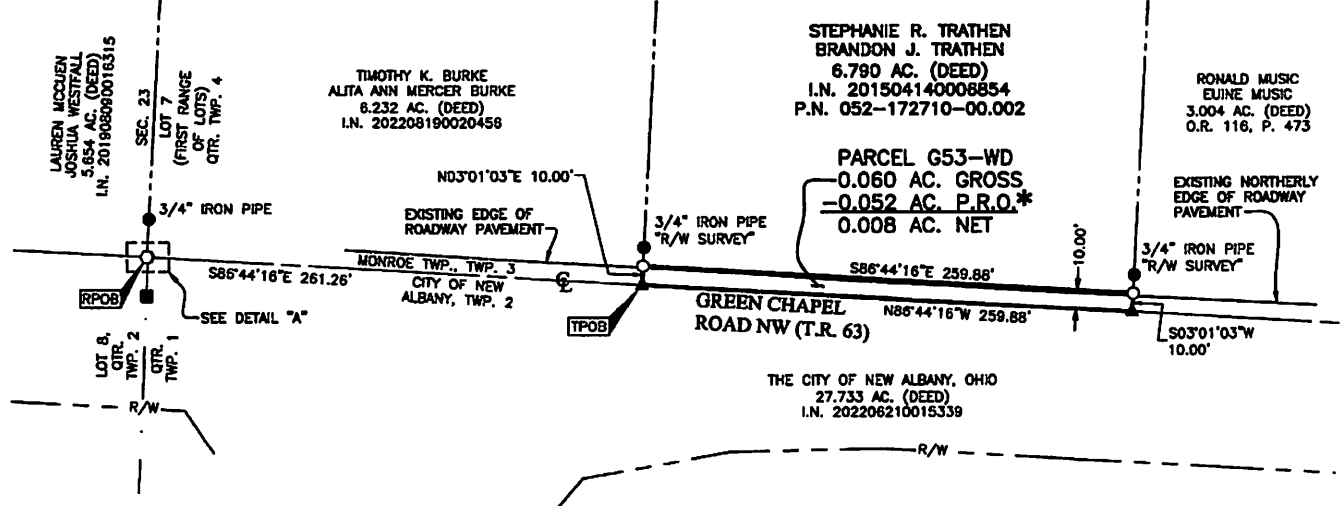
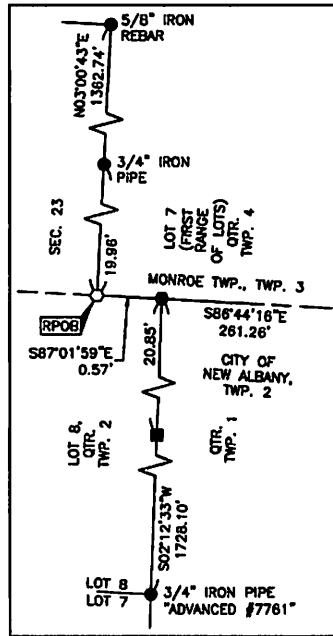
PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
<input checked="" type="checkbox"/>	<input type="checkbox"/>
APPROVED BY:	BS
DATE:	1/10/22



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

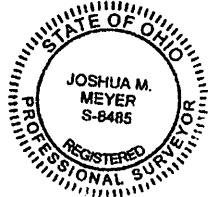
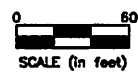


*** ROAD RIGHT OF WAY NOTES:**
The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (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 Date
 Professional Surveyor No. 8485
 jmeyer@emht.com

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;

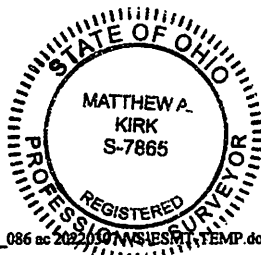
South 86° 44' 16" East, a distance of 50.00 feet to a point;

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

HLK:djf
G53-T_0_086 ac 20220107NSRESM1TEMP.docx

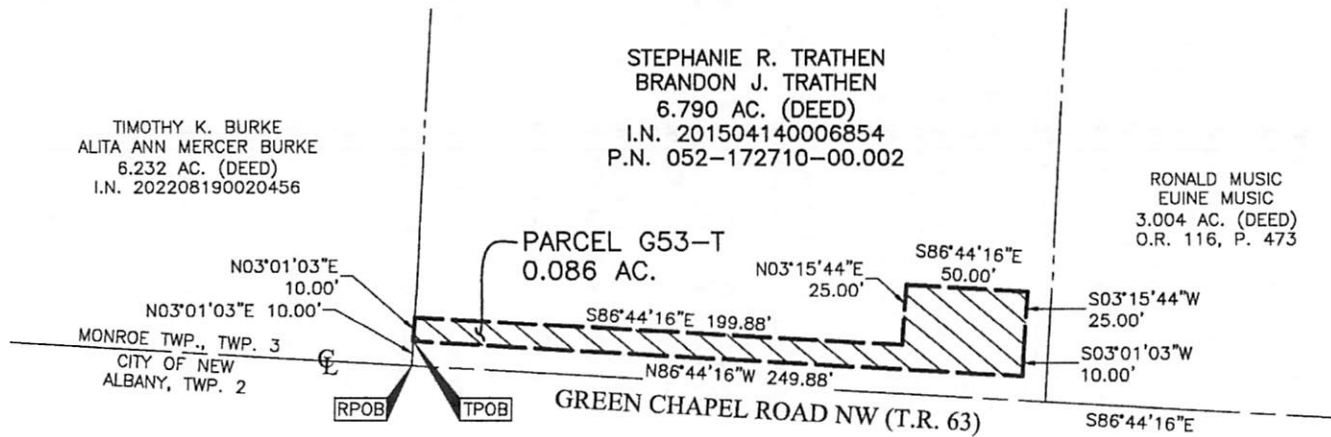


Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENT

**LOT 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

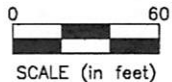


TIMOTHY K. BURKE
 ALITA ANN MERCER BURKE
 6.232 AC. (DEED)
 I.N. 202208190020456

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. 202206210015339



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

Ordinance O-65-2023 EXHIBIT 2

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

EASEMENT

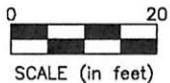
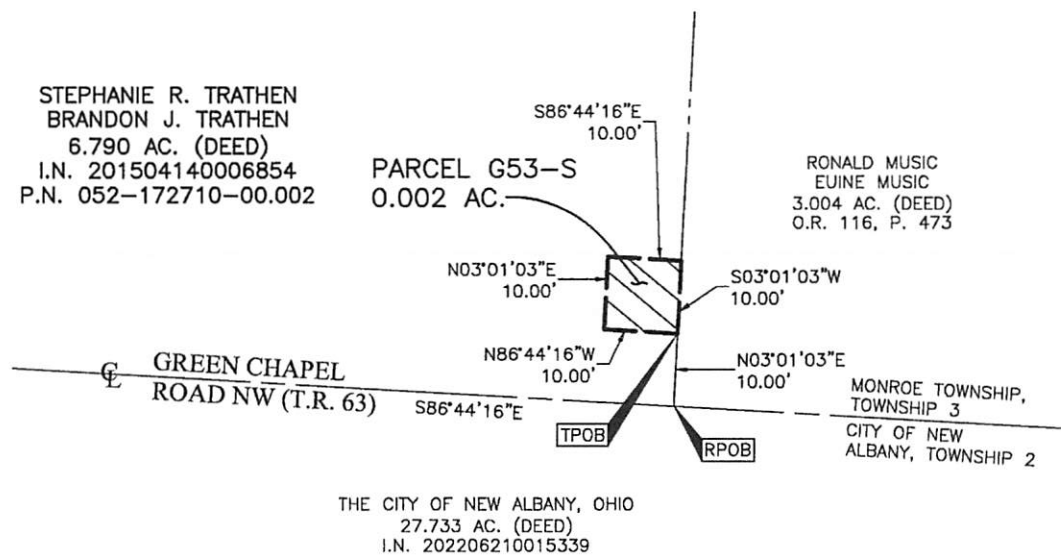
LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

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



SCALE (in feet)

By Matthew A. Kirk
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com

10 Jan 23
 Date

Ordinance O-65-2023 EXHIBIT 3



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. Vanhooose and Barbara J. Vanhooose, 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-

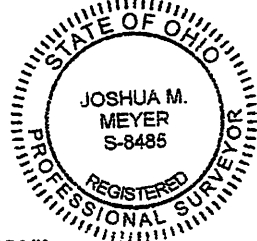
0.046 acre, more or less, all of which is within Auditor's Parcel Number 052-172710-01.000 and 0.040 acre of which is within the present road occupied.

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-BNDY.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>	

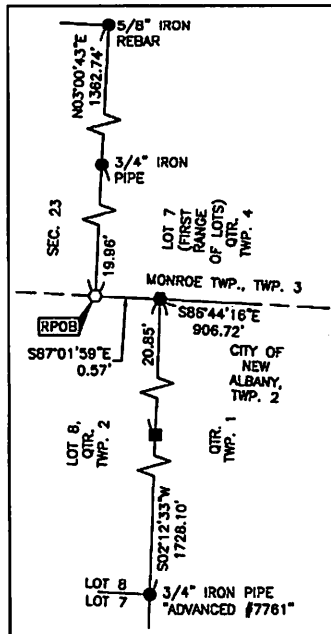


Evans, McDevitt, Humbleton & Tibbo, Inc.
 Engineers • Surveyors • Planners • Scientists
 6000 New Albany Road, Columbus, OH 43254
 Phone: 614.733.6300 Fax: 614.733.6348
 emht.com

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

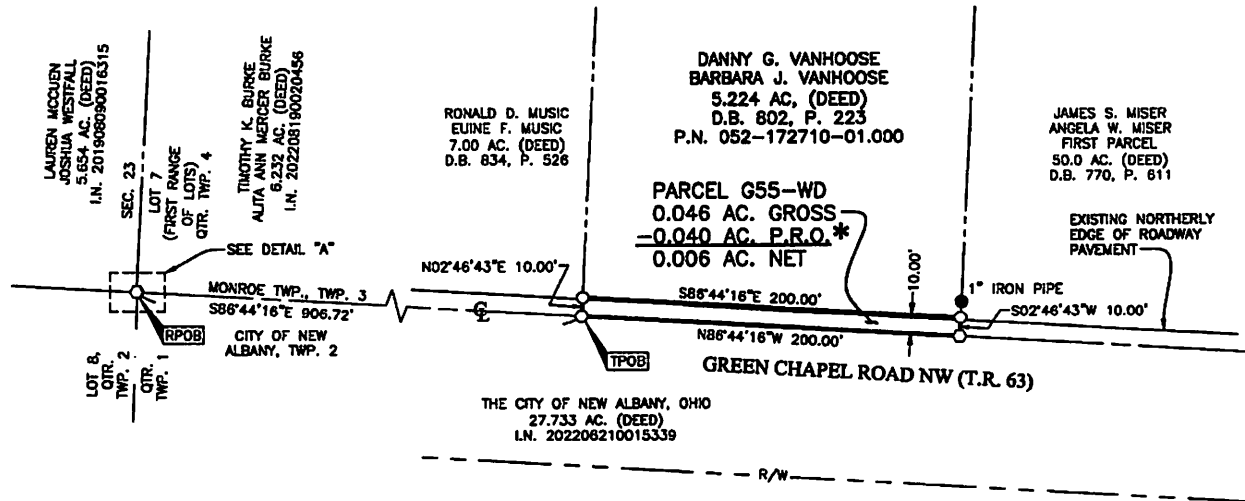
Date:	January 6, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



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:**

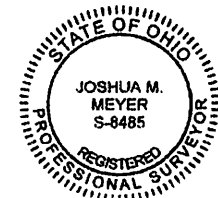
The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

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 *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;

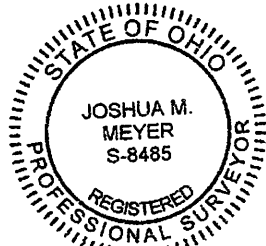
Thence North 02° 46' 43" East, continuing with said common line, a distance of 10.00 feet to a point;

Thence across said 5.224 acre tract, the following courses and distances:

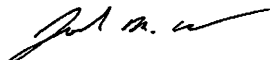
South 86° 44' 16" East, a distance of 21.48 feet to a point;

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

1-20-2023

Date

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G55-T1_0_005 ac 20220307-VS-ESMT-TEMP.docx



Evans, Mochwal, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.773.4500 Toll Free: 888.773.3448
 emht.com

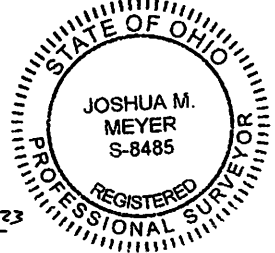
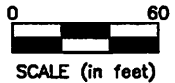
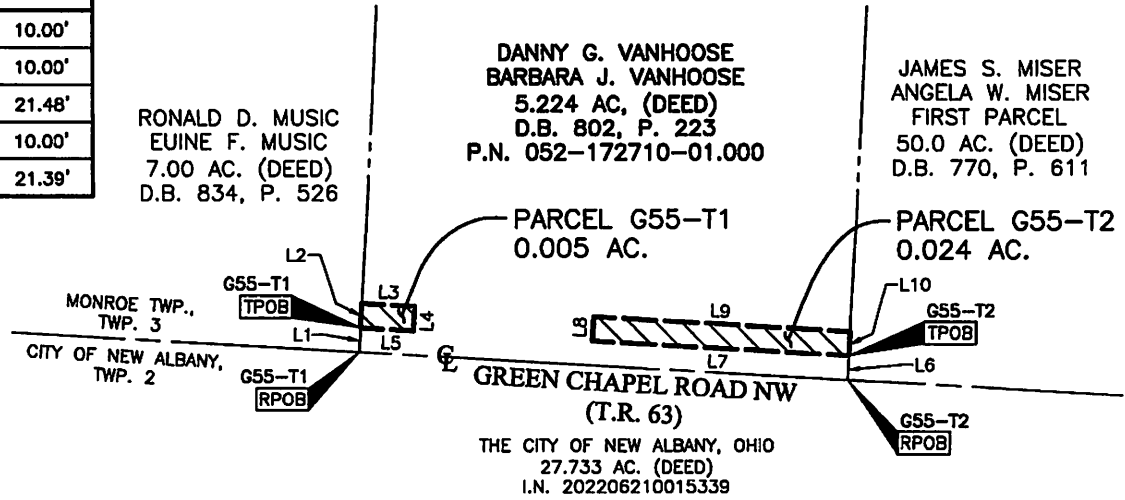
TEMPORARY EASEMENTS

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@cmht.com
 Date

Ordinance O-68-2023 EXHIBIT 2

J:\20220307\DWG\DRSHEETS\EASEMENTS\G55-T1 & T2_20220307-VS-EMHT-TEMP.DWG plotted by MEYER, JOSH on 1/20/2023 @11:52 PM last saved by JMEYER on 1/20/2023 @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: 888.775.3648
 emht.com

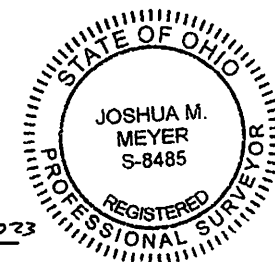
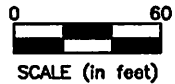
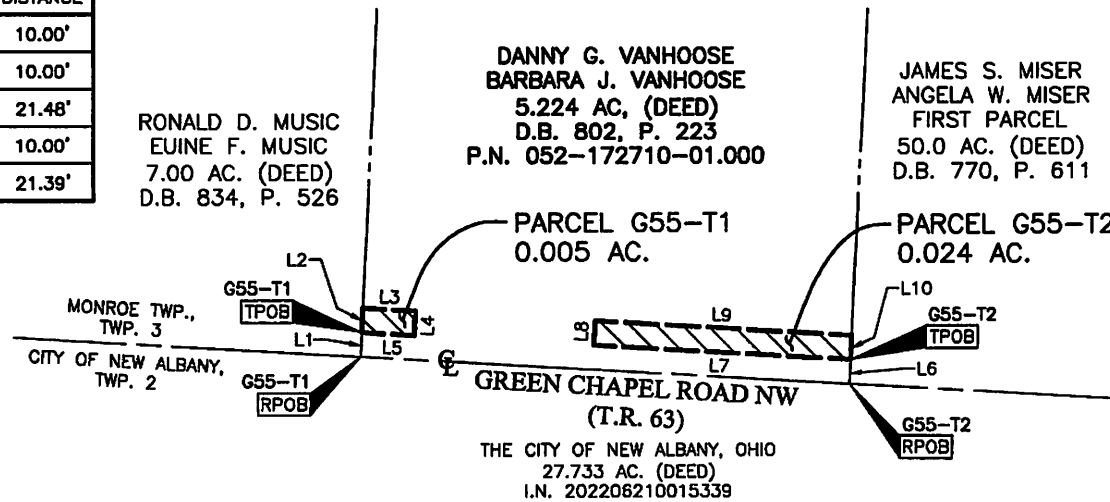
TEMPORARY EASEMENTS

**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
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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 3

J:\2022\0307\DWG\04\SEMENTS\EASEMENTS\G55-T1 & T2_2022\0307-VS-ESMT-TEMP.DWG plotted by MEYER, JOSH on 1/20/2023 2:11:52 PM last saved by MEYER, JOSH on 1/20/2023 2:11:11 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:

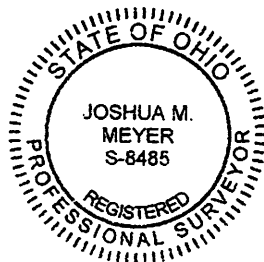
North 03° 15' 44" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

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.

A handwritten signature in black ink, appearing to read "Josh M. Meyer".

Joshua M. Meyer
Professional Surveyor No. 8485

1-20-2023

Date

JMM:smh
G55-S_0_017 ac 20220307-VS-ESMT-DRAN.docx

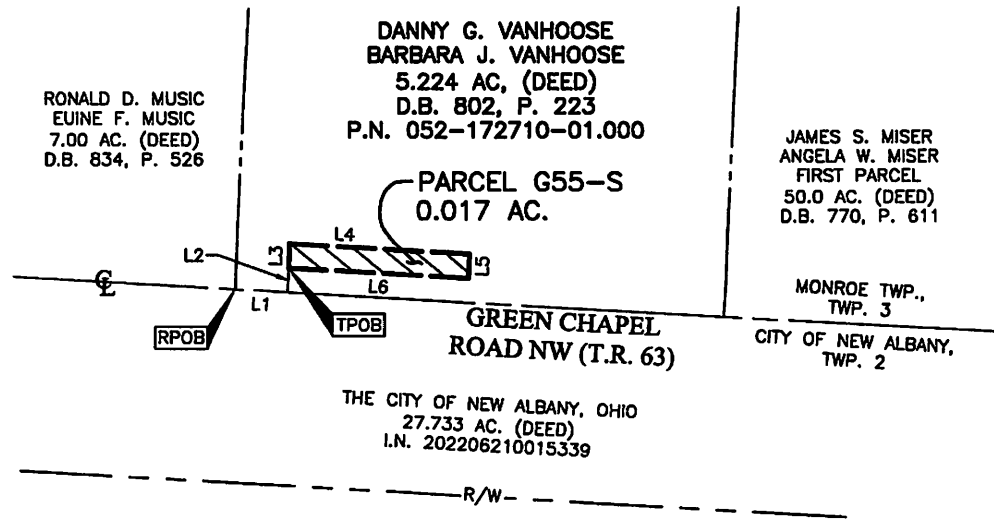


Evans, Meacham, Hambleton & Tibon, Inc.
 Engineers - Surveyors - Planners - Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3649
 emht.com

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

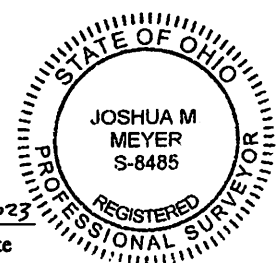
Date: January 20, 2023
 Scale: 1" = 60'
 Job No: 2022-0307
 Sheet No: 1 of 1



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 1-20-2023
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmeyer@emht.com
 Date



Ordinance O-68-2023 EXHIBIT 4

J:\2022\0307\DWG\04SHEETS\EASEMENTS\055-R_2022\0307-VS-ESMT-DRAW.DWG plotted by MEYER, JOSH on 1/20/2023 8:10:26 PM last saved by JMEYER on 1/20/2023 6:06:32 PM



ORDINANCE O-70-2023

AN ORDINANCE TO DECLARE THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, EXEMPT 100% OF THAT IMPROVEMENT FROM REAL PROPERTY TAXATION, REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE JOHNSTOWN-MONROE LOCAL SCHOOL DISTRICT AND THE CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY, ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS, SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT DIRECTLY BENEFIT THOSE PARCELS, AND APPROVE AND AUTHORIZE THE EXECUTION OF ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “*TIF Statutes*”) authorize this Council to declare the improvement to certain parcels of real property located within the City of New Albany, Ohio (the “*City*”) to be a public purpose and exempt from taxation, require the owner of those parcels to make service payments in lieu of taxes, provide for the distribution of the applicable portion of those service payments to the Johnstown-Monroe Local School District and the Career and Technology Education Centers of Licking County (C-TEC), (each, a “*School District*”), establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of those service payments and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, the parcels of real property identified and depicted in Exhibit A attached hereto (each, as now or hereafter configured on the tax list and duplicate of real and public utility property, a “*Parcel*”, and collectively, the “*Parcels*”) are located in the City, and this Council has determined to declare the Improvement (as defined in Section 1 of this Ordinance) to each Parcel to be a public purpose; and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the Improvement to each Parcel as permitted and provided in Section 5709.40(B) of the Ohio Revised Code for thirty (30) years and to simultaneously direct and require the current and future owner of each Parcel (each such owner individually, an “*Owner*,” and collectively, the “*Owners*”) to make annual Service Payments (as defined in Section 2 of this Ordinance); and

WHEREAS, the City has determined that a portion of the Service Payments shall be paid directly to each School District in an amount equal to the real property taxes that the School District would have received if the Improvement to the Parcels had not been exempted from taxation pursuant to this Ordinance; and

WHEREAS, pursuant to Section 5709.43(A) of the Ohio Revised Code, this Council has determined to establish a municipal public improvement tax increment equivalent fund in which there shall be deposited the remaining Service Payments distributed to the City; and

WHEREAS, this Council has determined to designate the public infrastructure improvements described in Exhibit B attached hereto (the "*Public Infrastructure Improvements*") as public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, the Parcels; and

WHEREAS, this Council has determined to provide for the execution and delivery of one or more Tax Increment Financing Agreements (each, a "*TIF Agreement*"), which will more fully provide for the collection of Service Payments; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Board of Education of Johnstown-Monroe Local School District and the Career and Technology Education Centers of Licking County (C-TEC) in accordance with, and within the time periods prescribed by, Sections 5709.40 and 5709.83 of the Ohio Revised Code and in furtherance of the commitment made by the City in the Compensation Agreements entered into between the Board of Education of the Johnstown-Monroe Local School District, and the City;

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

Section 1. Authorization of Tax Exemption. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, one hundred percent (100%) of the increase in assessed value of each Parcel that is used or to be used for non-residential purposes and that would first appear on the tax list and duplicate of real and public utility property after the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement*", as further defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure on that Parcel first appears on the tax list and duplicate of real and public utility property for that Parcel and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. The real property tax exemption granted pursuant to this Section and the payment obligation established pursuant to Section 2 are subject and subordinate to any real property tax exemption granted pursuant to Sections 3735.65 to 3735.70 or Sections 5709.61 to 5709.69 of the Ohio Revised Code.

Section 2. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the Owner of each Parcel to make annual service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Licking County, Ohio (the "*County Treasurer*") on or before the final dates for payment of

real property taxes. The service payment in lieu of taxes for each Parcel, including any penalties and interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended or supplemented from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the “*Service Payments*”), shall be charged to each Parcel and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to Section 1 of this Ordinance, all in accordance with Section 5709.42 of the Ohio Revised Code. The Service Payments, and any other payments with respect to the Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the “*Property Tax Rollback Payments*”), shall be allocated and distributed in accordance with Section 4 of this Ordinance.

Section 3. Tax Increment Equivalent Fund. This Council hereby establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Oak Grove II Public Tax Increment Equivalent Fund (the “*Fund*”). The Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 4 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement to each Parcel and so deposited pursuant to Section 5709.42 of the Ohio Revised Code shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance, as the same may be amended from time to time. The Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City’s General Fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

Section 4. Distribution of Funds. Pursuant to the TIF Statutes, the County Treasurer is hereby requested and directed to distribute the Service Payments and Property Tax Rollback Payments as follows:

- (i) to each School District, an amount equal to the amount the School District would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance; and
- (ii) to the City, all remaining amounts for further deposit into the Fund for payment of costs of the Public Infrastructure Improvements upon appropriation for that purpose by this Council. If so appropriated, such costs may but shall not be required to include, without limitation, all debt service payable on debt issued by the City or the New Albany Community Authority (the “*Authority*”) to pay for Public Infrastructure Improvements, all amounts owed to any fund of the City or Authority to reimburse that fund for the costs of any Public Infrastructure Improvements previously paid from that fund, including interest payable on those amounts, and all amounts owed by the City or Authority to any third party for the construction of Public Infrastructure Improvements, including interest payable on those amounts.

Section 5. Public Infrastructure Improvements. This Council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public

infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

Section 6. Tax Increment Financing Agreement. The form of TIF Agreement presently on file with the Fiscal Officer is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the City Manager. The City Manager, for and in the name of the City, is hereby authorized to execute and deliver one or more TIF Agreements with one or more owners of a Parcel or Parcels in substantially that form along with any changes therein and amendments thereto, provided that the approval of such changes and amendments by the City Manager, and the character of those changes and amendments as not being substantially adverse to the City or inconsistent with this Ordinance, shall be evidenced conclusively by the City Manager's execution thereof.

Section 7. Further Authorizations. This Council hereby authorizes and directs the City Manager, the City Solicitor, the Fiscal Officer or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments from the Owners, including the preparation and filing of any necessary exemption applications. This Council further hereby authorizes and directs the City Manager, the City Solicitor, the Fiscal Officer or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 8. Filings with Ohio Department of Development. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Manager or other appropriate officer of the City is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within fifteen (15) days after its adoption. Further, on or before March 31 of each year that the exemption set forth in Section 1 of this Ordinance remains in effect, the City Manager or other appropriate officer of the City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

Section 9. Tax Incentive Review Council. This council hereby designates the Tax Incentive Review Council created pursuant to Resolution R-46-2009 as the tax incentive review council responsible for reviewing annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that council, all in accordance with Section 5709.85 of the Ohio Revised Code.

Section 10. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 11. Effective Date. 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

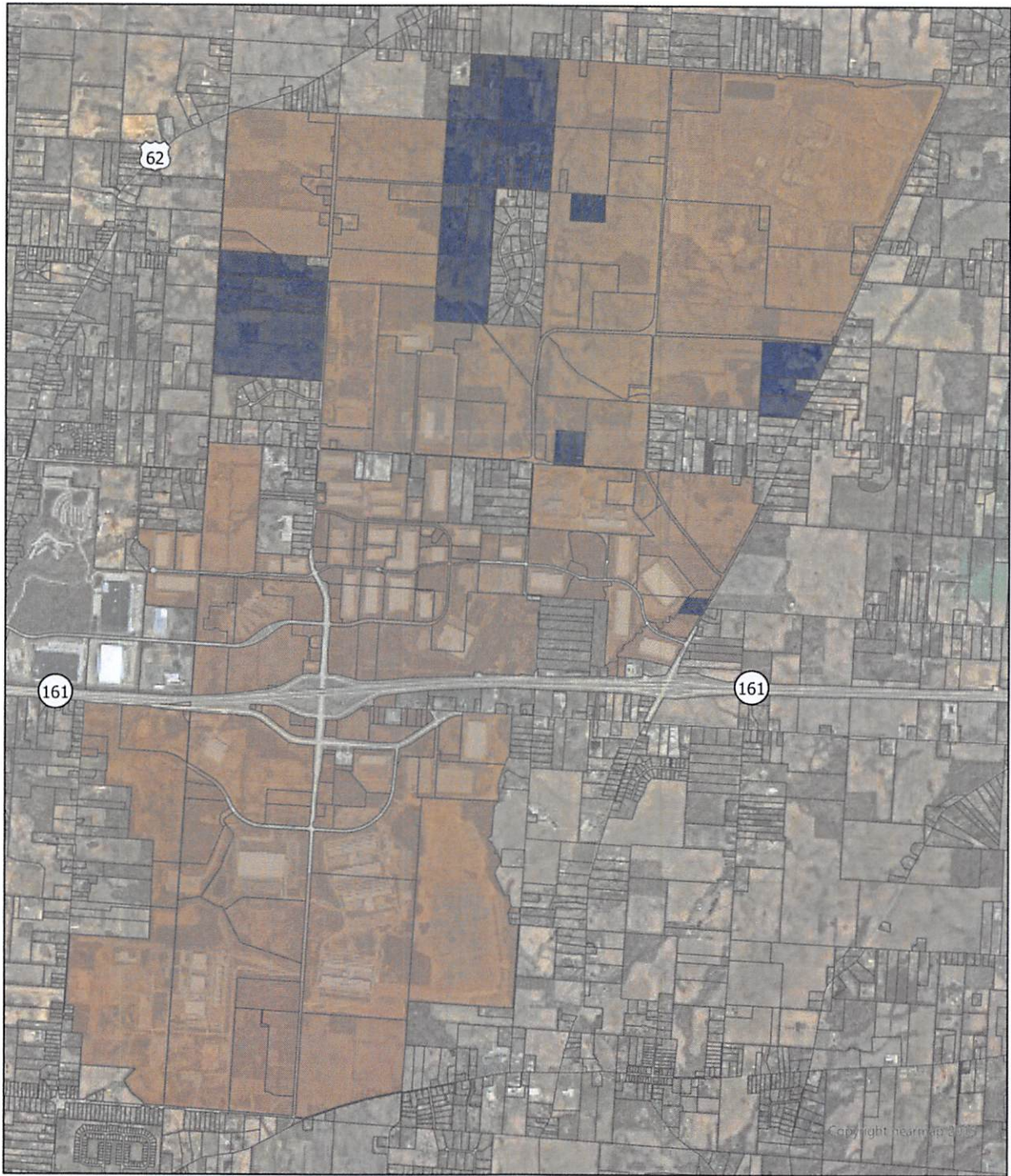
Legislation dates:	
Prepared:	04/07/2023
Introduced:	04/18/2023
Revised:	
Adopted:	
Effective:	

PROPOSAL

EXHIBIT A – O-70-2023

PARCEL MAP

The colored areas on the attached map specifically identify and depict the Parcels and constitutes part of this Exhibit A.



Oak Grove II TIF
Northeast Business Park District

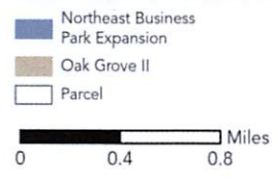


EXHIBIT B – O-70-2023

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the construction of the following improvements that will directly benefit the Parcels and all related costs of permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code), along with any other improvements subsequently designated by Village Council:

- public roads and highways (including street realignments);
- water and sewer lines;
- leisure trails and connections;
- parks and public facilities;
- environmental remediation projects;
- stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety and welfare;
- gas, electric and communications services facilities, including fiber optics;
- land acquisition, including acquisition in aid of industry, commerce, distribution, or research;
- demolition, including demolition on private property when determined to be necessary for economic development purposes;
- landscaping and signage, including brick retaining walls at roadway intersections; including in each case, design and other related costs (including traffic studies); any rights-of-way or real estate acquisition; curbs and gutters, medians, sidewalks, bikeways, and landscaping (including scenic fencing and irrigation); traffic signs and signalization (including overhead street signage); street lighting and signs; burial of utility lines (including fiber optics); erosion and sediment control measures; grading, drainage and other related work; survey work, soil engineering, inspection fees and construction staking; and all other costs and improvements necessary and appurtenant thereto.



ORDINANCE O-71-2023

AN ORDINANCE TO ACCEPT A 7.512 ACRE CONSERVATION EASEMENT AS REQUESTED BY THE NEW ALBANY COMPANY, LLC

WHEREAS, The New Albany Company, LLC is obtaining permits from the Ohio EPA that require the protection of certain watercourses in the city of New Albany; and

WHEREAS, to protect these environmentally sensitive land areas, the permits require them to be encumbered within a conservation easement; and

WHEREAS, a public entity must be the recipient (grantee) of such easements in order to ensure that the purposes of the easements are fulfilled; and

WHEREAS, the city will be the recipient (grantee) of conservation easements totaling 7.512 acres; and

WHEREAS, the city will benefit from this dedication of conservation easement.

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

Section 1. The city manager is hereby authorized to accept the conservation easement totaling 7.512 acres as described and depicted on Exhibit A.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2023.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 04/07/2023

Introduced: 04/18/2023

Revised:

Adopted:

Effective:

PROPOSED

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement ("Agreement") is made to be effective on the last date of signature below (the "Effective Date"), by and between **MBJ HOLDINGS, LLC**, a Delaware limited liability company having its address at 8000 Walton Parkway, Suite 120, New Albany, Ohio 43054 ("MBJ"), **COI NEW ALBANY TECH PARK LAND, LLC**, an Ohio limited liability company, having its address at 950 Goodale Blvd., Suite 100, Columbus, Ohio 43212 ("COI"), and collectively with MBJ, the "Grantors"), and **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee").

RECITALS:

WHEREAS, MBJ is the sole owner in fee simple of certain real property known as Licking County Auditor's Parcel Numbers _____ and being more particularly described in Instrument Numbers _____, which are of record with the Office of the Recorder of Licking County, Ohio (the "MBJ Property"); and

WHEREAS, COI is the sole owner in fee simple of certain real property known as Licking County Auditor's Parcel Number _____ and being more particularly described in Instrument Number _____, which is of record with the Office of the Recorder of Licking County, Ohio (the "COI Property"), and collectively with the MBJ Property, the "Property"); and

WHEREAS, Grantors desire to convey to Grantee the right to preserve and protect, in perpetuity, the conservation values of that limited portion of the Property that is generally depicted in Exhibit A attached hereto and made a part hereof and is more particularly described in Exhibit B attached hereto and made a part hereof (the "Conservation Easement Area"); and

WHEREAS, this Agreement and the Conservation Easement (as such term is defined below) created hereby is contemplated to satisfy the requirements of permits (whether one or more, the "Permits") to be issued in the future to MBJ by the Ohio Environmental Protection Agency ("Ohio EPA") and by the U.S. Army Corps of Engineers ("USACE").

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT:

1. **Grant of Easement:** Grantors hereby grant and convey to Grantee an estate, interest, and easement in and to the Conservation Easement Area of the nature and character and to the extent hereinafter expressed (the "**Conservation Easement**"), to be and to constitute a servitude upon that portion of the Property located within the boundaries of the Conservation Easement Area, which estate, interest, and easement will result from the covenants and restrictions set forth herein. To this end and for the purpose of accomplishing the intent of the parties hereto, Grantors covenant with and for the benefit of Grantee, on behalf of Grantors (which term shall include its successors in title to the Property), to do and refrain from doing, severally and collectively, upon the Conservation Easement Area, the various acts hereinafter described.

2. **Term of Easement:** The Conservation Easement granted hereunder shall be perpetual to the extent permitted by law and shall have no expiration date.

3. **Conservation Values:** Grantee has determined that the Conservation Easement Area possesses substantial value in conserving and protecting the physical, biological, chemical and overall ecological integrity of the real property that it encompasses and is important in the protection of the existing or designed use of the waters of the State of Ohio pursuant to Section 303 of the Clean Water Act, 33 U.S.C Section 1313 and Section 6111.041 of the Ohio Water Pollution Control Act.

4. **Prohibited Actions:** Subject to existing easements and encumbrances of record which affect the Conservation Easement Area and except as otherwise permitted herein, any activity on or use of the Conservation Easement Area that is inconsistent with the purposes of the Conservation Easement is strictly prohibited without the prior written consent of the Grantee and the Ohio EPA and the USACE. For the avoidance of doubt, the enhancement and restoration of Blacklick Creek (as hereinafter defined) shall in no event be considered inconsistent with the purposes of the Conservation Easement. By way of example, and not of limitation, the following activities and uses are prohibited within the Conservation Easement Area, except as otherwise permitted or required by the Permits:

- a. **Commercial Activities:** Commercial development or industrial activity;
- b. **Construction:** The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots;
- c. **Cutting Vegetation:** Any cutting of trees, ground cover or vegetation, or destroying by any means of herbicides or pesticides, other than the removal or control of invasive and noxious species;

- d. **Land Surface Alteration:** The removal of soil, sand, gravel, rock, minerals or other materials, or doing any act that would alter the topography of the Conservation Easement Area;
- e. **Dumping:** The placement of waste, garbage and unsightly or offensive materials;
- f. **Water Courses:** Dredging, straightening, filling, channeling, impeding, diverting, or otherwise altering any natural water courses, streams and adjacent riparian buffers located within the Conservation Easement Area;
- g. **Utilities:** The installation of new transmission lines for electric power, communications, water, sewer, natural gas, or petroleum products. For the avoidance of doubt, any structures or utilities existing as of the date of this Agreement are permitted to remain in the Conservation Easement Area; and
- h. **Other Activities:** Each and every other activity or construction project which endangers the natural, scenic, biological, or ecological integrity of the Conservation Easement Area.

5. **Rights of Grantee:** Grantors confer upon Grantee the following rights to perpetually maintain the conservation values of the Conservation Easement Area:

- a. **Right to Enter:** Grantee has the right to enter upon the Conservation Easement Area at reasonable times to monitor or to enforce compliance with this Agreement, provided that such entry shall occur after reasonable prior notice is provided to Grantors and appropriate consideration is given to the reasonable security or safety requirements of Grantors, or their tenants, contractors, employees or licensees. To the extent reasonably possible, entry shall be made from a public right-of-way. Grantee may not enter upon the Property (other than the Conservation Easement Area) or unreasonably interfere with Grantors' (including Grantors' tenants, contractors, employees, agents, and licensees) use and quiet enjoyment of the Property. Except as expressly set forth in Section 7 of this Agreement, the general public is not granted access to the Conservation Easement Area or the Property under this Agreement.
- b. **Right to Preserve:** Grantee has the right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the terms or purposes of this Agreement. Nothing herein, however, is intended to or shall place any restrictions on the use or development of those portions of

the Property located outside of the boundaries of the Conservation Easement Area.

- c. **Right to Require Restoration:** Grantee shall have the right to require the restoration of the areas or features of the Conservation Easement Area which are damaged by any activity of Grantors (including its successors and assigns) which is inconsistent with the requirements of this Agreement. Grantee's rights under this paragraph shall include, but shall not be limited to, the right to initiate any proceedings or actions in law or equity as are necessary to enforce the terms of this Agreement or facilitate the restoration of the Conservation Easement Area.
- d. **Signs:** Grantee shall have the right to place signs within the Conservation Easement Area which identify the land as being protected by the Conservation Easement. The number, size and content of any such signs are subject to the prior approval of Grantors, which approval shall not be unreasonably conditioned, delayed or withheld. Grantee reserves the right to post or clearly mark the boundaries of the Conservation Easement Area at locations that are mutually agreed upon with Grantors.

6. **Rights of MBJ:** MBJ hereby reserves to itself, and COI confers upon MBJ, the following rights to enhance and/or restore the conservation values of the Conservation Easement Area:

- a. **Right to Enter:** MBJ has the right to enter upon the Conservation Easement Area to complete restoration and enhancement activities (and as necessary in the future, maintenance and monitoring activities), provided that such entry shall occur after reasonable prior notice is provided to Grantors and appropriate consideration is given to the reasonable security or safety requirements of Grantors, or their tenants, contractors, employees or licensees. To the extent reasonably possible, entry shall be made from a public right-of-way. MBJ may not enter upon the Property (other than the Conservation Easement Area) or unreasonably interfere with Grantors' (including Grantors' tenants, contractors, employees, agents, and licensees) use and quiet enjoyment of the Property.
- b. **Limited Encroachment:** MBJ shall be permitted to encroach onto the Conservation Easement Area for the limited purpose of enhancing and restoring (and as necessary in the future, monitoring and maintaining) the stream, including the stream channel, stream banks and associated riparian buffer (collectively, "Blacklick Creek") that exists within the Conservation Easement Area. Construction activities and removal of vegetation within the Conservation Easement Area shall be permitted in

association with such limited encroachment. Such limited encroachment shall be conducted in accordance with the Permits and shall protect, restore and maintain the Conservation Values of the Conservation Easement Area.

- c. **Signs:** MBJ shall have the right to place signs within the Conservation Easement Area which identify the land as being protected by the Conservation Easement. The number, size and content of any such signs are subject to the prior approval of Grantors, which approval shall not be unreasonably conditioned, delayed or withheld. MBJ reserves the right to post or clearly mark the boundaries of the Conservation Easement Area at locations that are mutually agreed upon with Grantors.

7. **Permitted Uses:** Each Grantor reserves to itself, to its successors and assigns, with respect to the Conservation Easement Area, all rights accruing from its ownership of the applicable portion of the Conservation Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Area that are not expressly prohibited herein and are not inconsistent with the purposes of this Agreement, and including the approval and limited encroachment rights provided hereunder. Without limiting the generality of the foregoing, the following rights are expressly reserved or permitted, notwithstanding any other provisions of this Agreement:

- a. **Right to Convey:** Each Grantor shall retain the right to sell, mortgage, bequeath, donate or otherwise convey any or all portions of the Property, including, without limitation, the Conservation Easement Area. Any conveyance shall remain subject to the terms and conditions of this Agreement and the subsequent interest holder shall be bound by the terms and conditions hereof.
- b. **Right to Access:** Each Grantor shall retain the right to unimpeded access to the Conservation Easement Area.
- c. **Use of Property:** The portions of the Property located outside of the boundaries of the Conservation Easement Area are not subject to the restrictions of the Conservation Easement created hereunder. Each Grantor shall be permitted to use and develop all portions of the Property under its ownership which are located outside of the boundaries of the Conservation Easement Area without restriction.
- d. **Limited Encroachments:** Each Grantor shall be permitted to encroach onto the Conservation Easement Area for the purpose of constructing (and, as necessary in the future, maintaining and replacing) storm water drainage piping, culverts, features and/or outfalls (collectively, the "Drainage Crossing") with respect to the areas described and depicted on

Exhibit C, attached hereto and incorporated herein by this reference. Grantor shall restore (i) all pre-construction contours and (ii) all vegetation within the Conservation Easement that has been damaged or removed during construction of the Drainage Crossing, as follows:

- (1) Disturbed areas shall be seeded with the permanent, native seed mix specified in the plans approved by the OEPA or the USACE, as applicable, in connection with the Permits;
- (2) Trees and shrubs shall be replaced on a one-for-one basis; and
- (3) Trees and shrubs shall be chosen from the plant list specified in the plans approved by the OEPA or the USACE, as applicable, in connection with the Permits.

e. **Recreational Features:** Subject to and in accordance with the Permits and provided Grantee has received the approval of OEPA and USACE, if applicable, within the Conservation Easement Area, Grantee shall have the right to construct (and, as necessary in the future, maintain and replace) and allow the general public use of the following:

- (1) Pedestrian and bicycle trails of not more than eight feet (8') in width consisting of pervious surfaces, including but not limited to mowed grass, hardwood mulch, or permeable pavement, together with no more than two feet (2') of mowed grass edges on either side. Any such trails shall be located more than twenty-five feet (25') from any natural water course or stream within the Conservation Easement Area; and
- (2) Benches or other similar seating structures that are located along the trails contemplated in Section 7.e.(1) above, provided that any such benches or similar seating structures are installed on a pervious surface and are located more than twenty-five feet (25') from any natural water course or stream within the Conservation Easement Area.

8. **Grantee's Remedies:** In the event of a breach of this Agreement, Grantee shall have the following remedies and shall be subject to the following limitations:

- a. **Delay in Enforcement:** A delay in enforcement shall not be construed as a waiver of Grantee's rights to enforce the terms of this Agreement.
- b. **Acts Beyond Grantors' Control:** Grantee may not bring an action against Grantors and Grantors shall have no liability for modifications to the Conservation Easement Area that result from causes beyond Grantors' control. Examples include, without limitation, unintentional fires, flooding, storms, natural earth movement, trespassers, or a party's well-

intentioned actions in response to an emergency which result in changes to the Conservation Easement Area. Grantors shall have no responsibility under this Agreement for such unintended modifications. Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Agreement.

- c. **Notice and Demand:** If Grantee determines that a person or entity is in violation of the terms of the Conservation Easement or this Agreement, or that a violation is threatened, then Grantee shall provide written notice via certified mail to such person or entity. The written notice shall identify the violation and request corrective action to cure the violation or restore the relevant real property.
- d. **Failure to Act:** If, for a thirty (30) day period after the date of written notice provided pursuant to subparagraph c. above, the person or entity continues violating the terms of the Conservation Easement or this Agreement, or if the person or entity does not abate the violation or begin to implement corrective measures within the foregoing thirty (30) day period requested by Grantee, or fails to continue to diligently cure such violation until finally cured, Grantee shall be permitted to bring an action in law or in equity to enforce the terms of the Conservation Easement or this Agreement and recover any damages for the loss of the conservation values protected hereunder. Grantee is also entitled to bring an action to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Conservation Easement Area. If a court determines that the person or entity has failed to comply with the terms of the Conservation Easement or this Agreement, then Grantee may seek an order requiring the person or entity to reimburse all reasonable costs and attorneys' fees incurred by Grantee in compelling such compliance.
- e. **Unreasonable Litigation:** If Grantee initiates litigation against Grantors to enforce this Agreement, and if the court determines that the litigation was without reasonable cause or in bad faith, then Grantee shall reimburse Grantors for all reasonable costs and attorneys' fees incurred in defending the action.
- f. **Grantors' Absence:** If Grantee determines that the terms of the Conservation Easement or the Agreement is, or is reasonably expected to be, violated, then Grantee will make a good faith effort to notify Grantors. If, through reasonable efforts, Grantors cannot be notified, and if Grantee determines that emergency circumstances exist that justify prompt action to mitigate or prevent impairment of the Conservation Easement, then

Grantee may pursue its lawful remedies without prior notice and without awaiting a response from Grantors.

- g. **Cumulative Remedies:** The preceding remedies of Grantee are cumulative. Any or all of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Agreement.

9. **Ownership Costs and Liabilities:** Except as otherwise required by this Agreement, in accepting the Conservation Easement, Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Conservation Easement Area. Except to the extent caused by the gross negligence of Grantee, Grantee and its administrators, officers and employees shall have no liability arising from injury or death to any person or from physical damage to any other property located within the Conservation Easement Area or otherwise.

10. **Remediation:** If, at any time, there occurs, or has occurred, a release caused by the owner of the Conservation Easement Area, but subject to Section 8.b. hereof, in, on, or about the Conservation Easement Area of any substance now or hereafter defined, listed, or otherwise classified, and in excess of any amount permitted pursuant to any federal, state, or local law, regulation, or requirement, or in an amount that is hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, then the owner(s) of the Conservation Easement Area shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

11. **Cessation of Existence:** If Grantee shall cease to be authorized to acquire and hold conservation easements, then, with the prior consent of the owner of the Conservation Easement Area, the Ohio EPA and the USACE, this Agreement shall become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law and such vesting shall be deemed an assignment pursuant and subject to Section 14 of this Agreement. The owner of the Conservation Easement Area shall execute and deliver such documents and instruments as may be necessary to properly reflect the substitution or replacement of Grantee hereunder.

12. **Termination:** The Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes or by exercise of eminent domain. If subsequent circumstances render the purposes of the Conservation Easement impossible to fulfill, then the Conservation Easement and this Agreement may be partially or entirely terminated only by judicial proceedings initiated by the owner of the Conservation Easement Area or Grantee.

13. **Recordation:** MBJ shall cause this instrument to be recorded in a timely fashion in the Recorder's Office, Licking County, Ohio, and Grantee may re-record it at any time as may be required to preserve its rights in this Agreement.

14. **Assignment:** This Agreement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization mutually agreed to by the fee simple owners of the Conservation Easement Area, the Ohio EPA and the USACE, provided that the organization is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable) and authorized to acquire and hold conservation easements under Ohio law. As a condition of such transfer, Grantee shall require that the transferee organization must agree in writing to assume all of Grantee's obligations and duties hereunder and to carry out the conservation purposes that this grant is intended to advance. Grantee agrees to give written notice to the owner(s) of the Conservation Easement Area of a transfer or an assignment at least twenty (20) days prior to the date of such transfer or assignment and to furnish promptly to such owner(s) an executed copy of the assignment and assumption agreement to be recorded by Grantee after the expiration of such 20-day notice period in the Recorder's Office, Licking County, Ohio. The failure of Grantee to give such notice shall not affect the validity of this Agreement nor limit its enforceability in any way.

15. **Liberal Construction:** This Agreement shall be liberally construed in favor of maintaining the conservation values of the Conservation Easement Area. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.

16. **Notices:** For purposes of this Agreement, notices shall be provided to the parties, by personal delivery or by mailing a written notice via certified mail, return receipt requested, or expedited prepaid delivery service, to that party at the address shown at the outset of this Agreement, or with respect to any successors or assigns of Grantors, to the tax mailing address of the relevant party as evidenced in the records of the Office of the Auditor of Licking County, Ohio. Notice is deemed given upon (i) personal delivery, (ii) three days after depositing the properly addressed notice with the U.S. Postal Service, or (iii) one day after depositing the properly addressed notice with an expedited prepaid delivery service.

17. **Severability:** If any portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

18. **Successors:** This Agreement and the Conservation Easement created hereunder shall be a covenant running with the land and shall constitute a burden on the Conservation Easement Area and shall run to the benefit of the parties hereto and their respective successors or assigns in interest. All subsequent owners of the Conservation Easement Area shall be bound to all provisions of this Agreement to the same extent as the current parties.

19. **Termination of Rights and Obligations:** A party's rights and obligations under this Agreement shall terminate upon the transfer of its interest in the Conservation Easement Area and the owner of the Conservation Easement Area shall only be liable for acts or failures to comply with this Agreement which occur during its period of ownership. Liability for acts or

failures to comply with this Agreement which occur prior to transfer shall survive any such transfer.

20. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflict of law provisions.

21. **“As Is” Condition:** Grantee has examined the Conservation Easement Area and agrees to accept the “AS-IS” condition of the same for purposes of this Agreement.

22. **Site Monitoring:** The Conservation Easement Area shall be inspected by Grantee at a minimum of one time annually.

23. **No Merger:** The Conservation Easement provided under this Agreement is intended to facilitate the perpetual protection of the Conservation Easement Area as provided herein. No easement granted or enjoyed hereunder shall be eliminated through the doctrine of merger as the result of Grantee holding title to and/or having ownership of the Conservation Easement Area.

[Remainder of this page intentionally left blank; Signature pages to follow]

IN WITNESS WHEREOF, MBJ has caused the execution of this Agreement to be effective as of the Effective Date.

MBJ HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Date: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, the _____ of **MBJ HOLDINGS, LLC**, a Delaware limited liability company, on behalf of the limited liability company. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, COI has caused the execution of this Agreement to be effective as of the Effective Date.

COI:

COI NEW ALBANY TECH PARK LAND, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI)
COUNTY OF JACKSON) SS:

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023 by David M. Harrison, the Manager of COI New Albany Tech Park Land, LLC, an Ohio limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, Grantee has caused the execution of this Agreement to be effective as of the Effective Date.

GRANTEE:

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

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, the _____ of **The City of New Albany, Ohio**, an Ohio municipal corporation, on behalf of said municipal corporation. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

Approved as to Form:

Benjamin Albrecht, City Law Director

This instrument prepared by:
The New Albany Company LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000

Exhibit A
Depiction of Conservation Easement Area

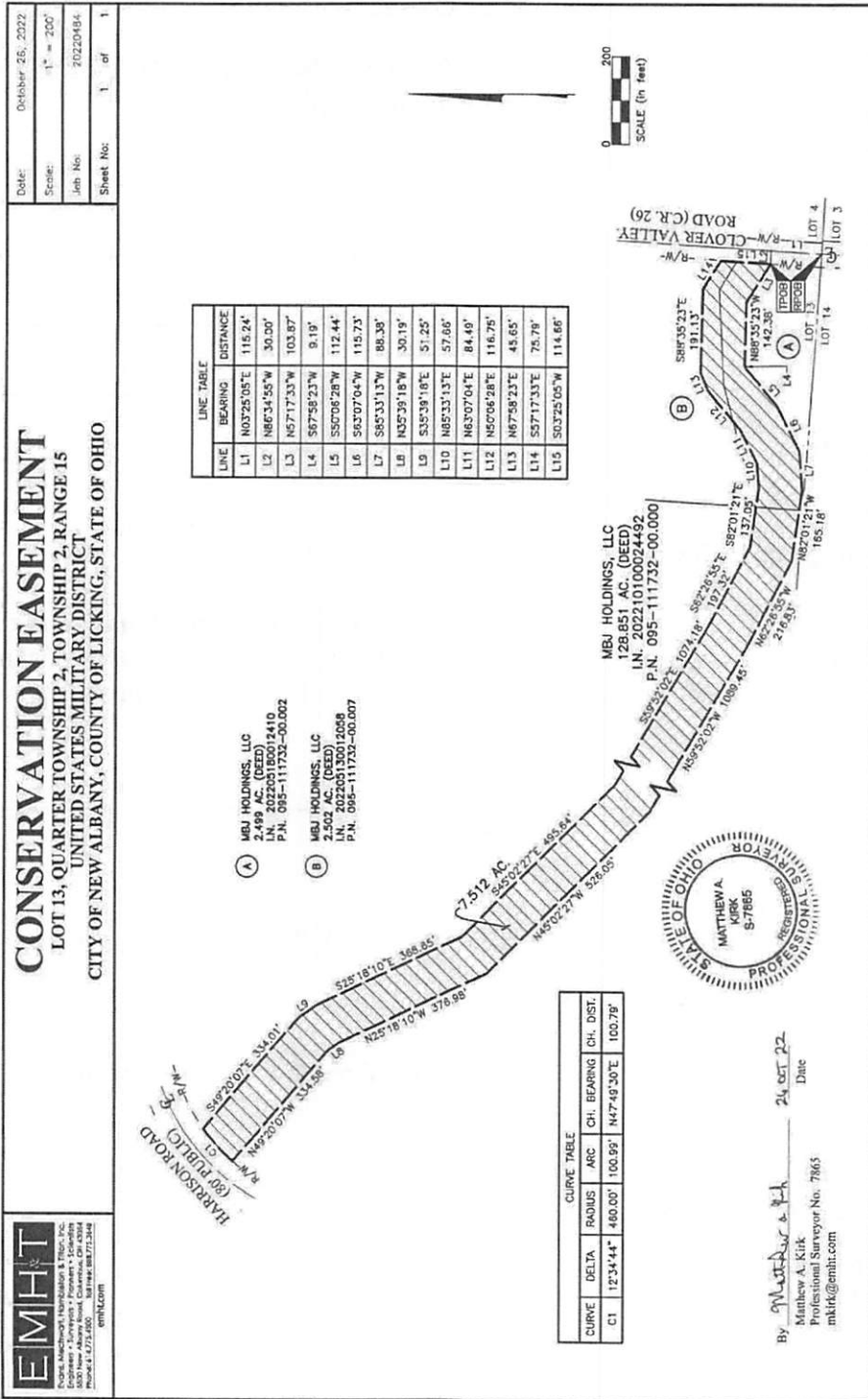


Exhibit B
Legal Description of Conservation Easement Area

CONSERVATION EASEMENT
7.512 ACRES

Situated in the State of Ohio, County of Licking, City of New Albany, in Lot 13, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across those tracts conveyed to MBJ Holdings, LLC by deeds of record in Instrument Numbers 202210100024492, 202205180012410, and 202205130012058 (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, in the centerline of Clover Valley Road (County Road 26) at the common corner of Lots 3, 4, 13 and 14;

Thence North 03° 25' 05" East, with said centerline, a distance of 115.24 feet to a point;

Thence North 86° 34' 55" West, crossing said Clover Valley Road, a distance of 30.00 feet to a point in the westerly right of way line of said Clover Valley Road, the TRUE POINT OF BEGINNING for this description;

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

North 57° 17' 33" West, a distance of 103.87 feet to a point;

North 88° 35' 23" West, a distance of 142.38 feet to a point;

South 67° 58' 23" West, a distance of 9.19 feet to a point;

South 50° 06' 28" West, a distance of 112.44 feet to a point;

South 63° 07' 04" West, a distance of 115.73 feet to a point;

South 85° 33' 13" West, a distance of 88.38 feet to a point;

North 82° 01' 21" West, a distance of 165.18 feet to a point;

North 62° 26' 55" West, a distance of 216.83 feet to a point;

North 59° 52' 02" West, a distance of 1089.45 feet to a point;

North 45° 02' 27" West, a distance of 526.05 feet to a point;

North 25° 18' 10" West, a distance of 376.98 feet to a point;

North 35° 39' 18" West, a distance of 30.19 feet to a point; and

North 49° 20' 07" West, a distance of 334.58 feet to a point in the southerly right of way line of Harrison Road;

Thence with said southerly right of way line and with the arc of a curve to the right, having a central angle of 12° 34' 44", a radius of 460.00 feet, an arc length of 100.99 feet, a chord bearing of North 47° 49' 30" East and chord distance of 100.79 feet to a point;

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

South 49° 20' 07" East, a distance of 334.01 feet to a point;

South 35° 39' 18" East, a distance of 51.25 feet to a point;

South 25° 18' 10" East, a distance of 368.65 feet to a point;

**CONSERVATION EASEMENT
7.512 ACRES**

-2-

South 45° 02' 27" East, a distance of 495.64 feet to a point;
South 59° 52' 02" East, a distance of 1074.18 feet to a point;
South 62° 26' 55" East, a distance of 197.32 feet to a point;
South 82° 01' 21" East, a distance of 137.05 feet to a point;
North 85° 33' 13" East, a distance of 57.66 feet to a point;
North 63° 07' 04" East, a distance of 84.49 feet to a point;
North 50° 06' 28" East, a distance of 116.75 feet to a point;
North 67° 58' 23" East, a distance of 45.65 feet to a point;
South 88° 35' 23" East, a distance of 191.13 feet to a point; and
South 57° 17' 33" East, a distance of 75.79 feet to a point in the westerly right of way line
of said Clover Valley Road;
Thence South 03° 25' 05" West, with said westerly right of way line, a distance of 114.66
feet to the TRUE POINT OF BEGINNING, containing 7.512 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

26 OCT 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:jo
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Exhibit C
Legal Description and Depiction of Drainage Crossing

PERMITTED DRAINAGE AREA
0.035 ACRE

Situated in the State of Ohio, County of Licking, City of New Albany, in Lot 13, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 128.851 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202210100024492 (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 the southwesterly corner of that 5.001 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205310013418, the northwesterly corner of that 2.502 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205130012058;

Thence crossing said 128.851 acre tract the following courses and distances:

North 82° 42' 06" West, a distance of 721.42 feet to the TRUE POINT OF BEGINNING for this description;

South 41° 38' 12" West, a distance of 51.03 feet to a point;

North 59° 52' 02" West, a distance of 30.62 feet to a point;

North 41° 38' 12" East, a distance of 51.03 feet to a point; and

South 59° 52' 02" East, a distance of 30.62 feet to the TRUE POINT OF BEGINNING, containing 0.035 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

13 Dec 22

Date

MAK:jo
0_035 ac 20220484-VS-ESMT-DRAN-01.docx



**PERMITTED DRAINAGE AREA
0.034 ACRE**

Situated in the State of Ohio, County of Licking, City of New Albany, in Lot 13, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 128.851 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202210100024492 (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 the southwesterly corner of that 2.469 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202207050015413, the northwesterly corner of that 2.489 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202206070014182;

Thence crossing said 128.851 acre tract the following courses and distances:

North 89° 40' 03" West, a distance of 1614.14 feet to the TRUE POINT OF BEGINNING for this description;

South 65° 49' 40" West, a distance of 50.01 feet to a point;

North 25° 18' 10" West, a distance of 30.01 feet to a point;

North 65° 49' 40" East, a distance of 50.01 feet to a point; and

South 25° 18' 10" East, a distance of 30.01 feet to the TRUE POINT OF BEGINNING, containing 0.034 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

13 DEC 22
Date

MAK:jo
0_034 ac 20220484-VS-ESMT-DRAN-01.docx



**PERMITTED DRAINAGE AREA
0.035 ACRE**

Situated in the State of Ohio, County of Licking, City of New Albany, in Lot 13, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 128.851 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202210100024492 (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 the southwesterly corner of that 2.515 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202206020013708, the northwesterly corner of that 2.469 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205160012208;

Thence crossing said 128.851 acre tract the following courses and distances:

North 87° 39' 34" West, a distance of 1985.20 feet to the TRUE POINT OF BEGINNING for this description;

South 53° 59' 24" West, a distance of 51.38 feet to a point;

North 49° 20' 07" West, a distance of 30.83 feet to a point;

North 53° 59' 24" East, a distance of 51.38 feet to a point; and

South 49° 20' 07" East, a distance of 30.83 feet to the TRUE POINT OF BEGINNING, containing 0.035 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

13 DEC 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:jo
0_035 ac 20220484-VS-ESMT-DRAN-01a.docx





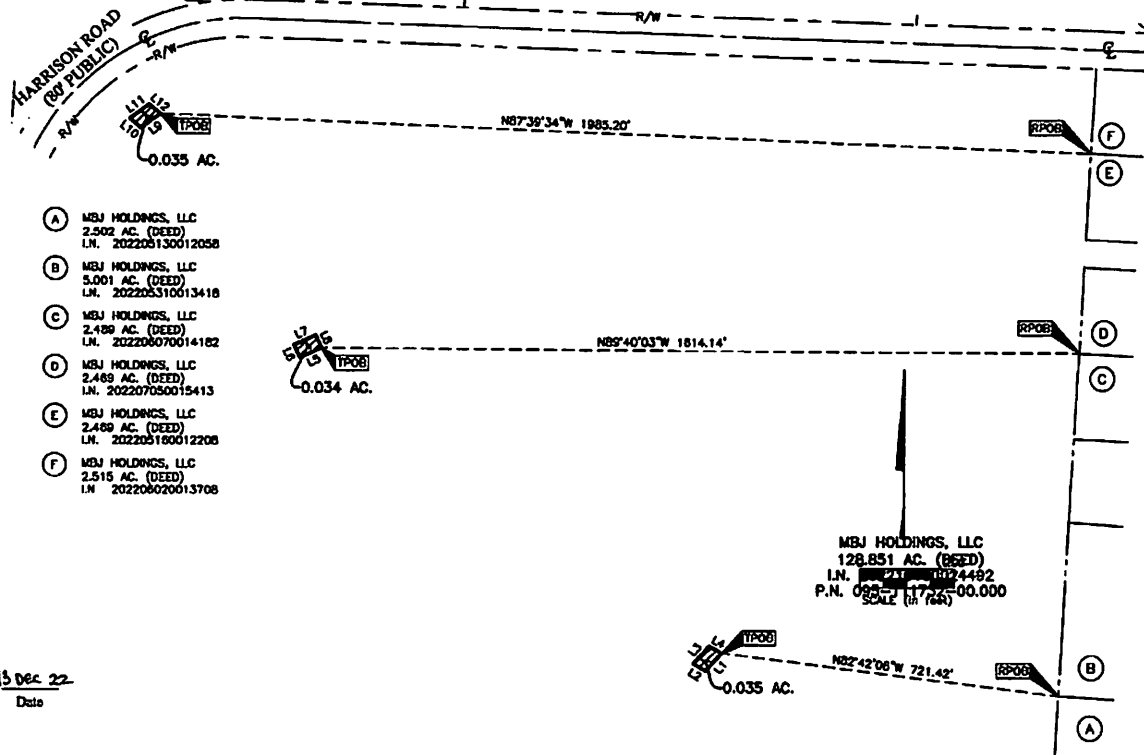
Evans, Mechwart, Hornbush & Stone, Inc.
 Engineers & Surveyors • Planners & Scientists
 8300 New Albany Road, Columbus, OH 43234
 Phone: 614.778.0300 Fax: 614.778.1666
 emht.com

PERMITTED DRAINAGE AREAS

LOT 13, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
 UNITED STATES MILITARY DISTRICT
 CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: December 13, 2022
 Scale: 1" = 200'
 Job No: 20220484
 Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°38'12"W	51.03'
L2	N59°22'02"W	30.62'
L3	N41°38'12"E	51.03'
L4	S59°32'02"E	30.62'
L5	S65°49'40"W	50.01'
L6	N25°18'10"W	30.01'
L7	N65°49'40"E	50.01'
L8	S23°18'10"E	30.01'
L9	S53°59'24"W	51.38'
L10	N49°20'07"W	30.83'
L11	N53°59'24"E	51.38'
L12	S49°20'07"E	30.83'



By: Matthew A. Kirk Date: 13 Dec 22
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com



ORDINANCE O-72-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENT FROM THE OWNERS, JUSTIN J. PRICE AND JENNIFER M. PRICE, OF THE PROPERTY LOCATED AT 11980 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, Justin J. Price and Jennifer M. Price, for the property located at 11980 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 G48-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 G48-T).

Section 2. That Council hereby fixes the value of all the interests appropriated at One Thousand Eight Hundred Forty-six Dollars (\$1,846.00), 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:	04/07/2023
Introduced:	04/18/2023
Revised:	
Adopted:	
Effective:	

EXHIBIT A

**PARCEL G48-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 5.638 acre tract conveyed to Justin J. Price and Jennifer M. Price by deed of record in Instrument Number 202008100020152 (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 540.12 feet to a magnetic nail set at the southeasterly corner of said 5.638 acre tract, the southwesterly corner of that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655, the TRUE POINT OF BEGINNING;

Thence North 87° 01' 59" West, with said centerline, said common Township line, the line common to said 5.638 and 27.733 acre tracts, a distance of 180.00 feet to a magnetic nail found at the southwesterly corner of said 5.638 acre tract, the southeasterly corner of that 5.64 acre tract conveyed to Orrin R. Thornton and Patricia A. Moore-Thornton by deed of record in Instrument Number 200608080023058;

Thence North 02° 58' 52" East, across said Green Chapel Road NW and with the line common to said 5.638 and 5.64 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 87° 01' 59" East, across said 5.638 acre tract, a distance of 180.00 feet to an iron pin set in the line common to said 5.638 and 5.63 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 052-173646-00.004 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

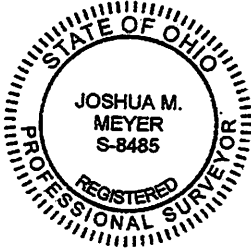
**PARCEL G48-WD
0.041 ACRE**

-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.

Joshua M. Meyer
Professional Surveyor No. 8485

1-11-2023

Date

JMM:djf
G48-WD_0_041 ac 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE: 1/12/22	



Evans, Mechwart, Henshelen & Olson, Inc.
 Engineers - Surveyors - Planners - Scientists
 5300 New Albany Road, Columbus, OH 43264
 Phone: 614.773.4320 Fax: 614.773.3444
 emht.com

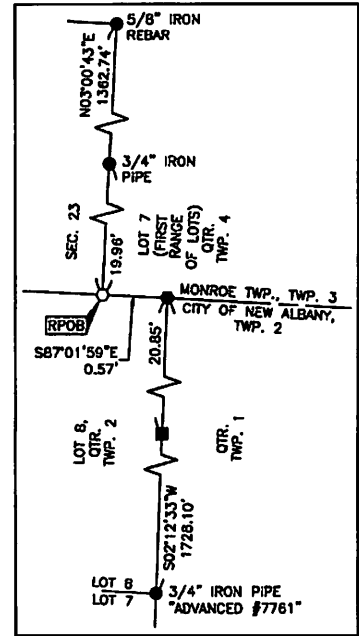
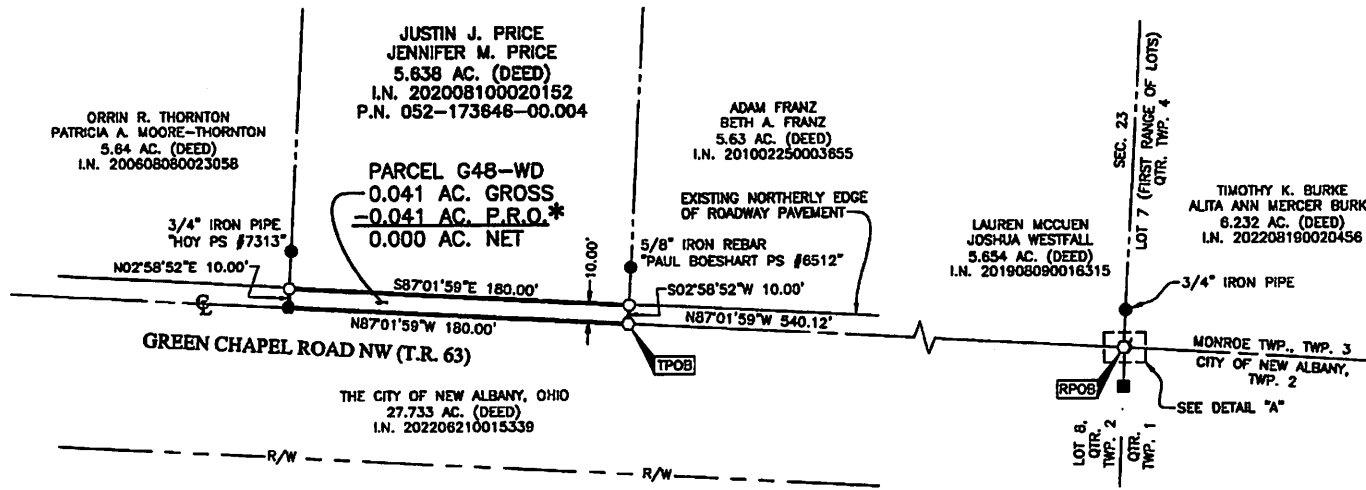
SURVEY OF ACREAGE PARCEL

SECTION 23, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 11, 2023
Scale:	1" = 80'
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:

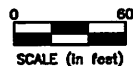
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 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.

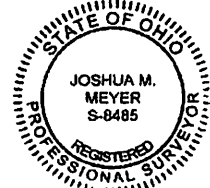
- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Fence Post Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

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



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

1-11-2023
 Date



Ordinance O-72-2023 EXHIBIT 1

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

PARCEL G48-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. 052-173646-00.004

Prior Instrument Reference: 202008100020152, 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 G48-T
0.041 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 5.638 acre tract conveyed to Justin J. Price and Jennifer M. Price by deed of record in Instrument Number 202008100020152 (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 corner common to said 5.638 acre tract and that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655, and 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 5.638 and 5.63 acre tracts, a distance of 10.00 feet to the TRUE POINT OF BEGINNING;

Thence North 87° 01' 59" West, across said 5.638 acre tract, a distance of 180.00 feet to a point in the line common to said 5.638 acre tract and that 5.64 acre tract conveyed to Orrin R. Thornton and Patricia A. Moore-Thornton by deed of record in Instrument Number 200608080023058;

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

Thence South 87° 01' 59" East, across said 5.638 acre tract, a distance of 180.00 feet to a point in the line common to said 5.638 and 5.63 acre tracts;

Thence South 02° 58' 52" West, with the said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.041 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 JAN 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK.md
G48-T_0_041 ac 20220307-VS-ESMT-TEMP.docx





Evans, Machwarf, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Fax: 614.775.3648
 emht.com

TEMPORARY EASEMENT

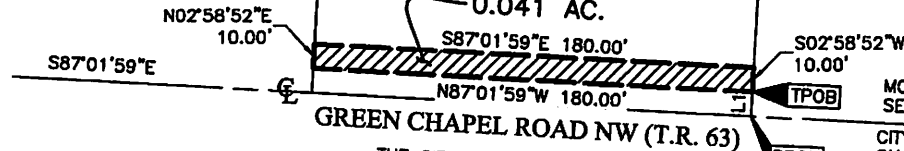
SECTION 23, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 11, 2023
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1

ORRIN R. THORNTON
 PATRICIA A. MOORE-THORNTON
 5.64 AC. (DEED)
 I.N. 200608080023058

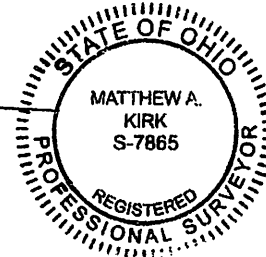
JUSTIN J. PRICE
 JENNIFER M. PRICE
 5.638 AC. (DEED)
 I.N. 202008100020152
 P.N. 052-173646-00.004
 PARCEL G48-T
 0.041 AC.

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

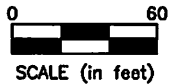


GREEN CHAPEL ROAD NW (T.R. 63)
 THE CITY OF NEW ALBANY, OHIO
 27.733 AC. (DEED)
 I.N. 202206210015339

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



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°58'52"E	10.00'



By Matthew A. Kirk 11 Jan 23
 Matthew A. Kirk Date
 Professional Surveyor No. 7865
 mkirk@emht.com

Ordinance O-72-2023 EXHIBIT 2

EXHIBIT A

**PARCEL G48-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 5.638 acre tract conveyed to Justin J. Price and Jennifer M. Price by deed of record in Instrument Number 202008100020152 (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 540.12 feet to a magnetic nail set at the southeasterly corner of said 5.638 acre tract, the southwesterly corner of that 5.63 acre tract conveyed to Adam Franz and Beth A. Franz by deed of record in Instrument Number 201002250003655, the TRUE POINT OF BEGINNING;

Thence North 87° 01' 59" West, with said centerline, said common Township line, the line common to said 5.638 and 27.733 acre tracts, a distance of 180.00 feet to a magnetic nail found at the southwesterly corner of said 5.638 acre tract, the southeasterly corner of that 5.64 acre tract conveyed to Orrin R. Thornton and Patricia A. Moore-Thornton by deed of record in Instrument Number 200608080023058;

Thence North 02° 58' 52" East, across said Green Chapel Road NW and with the line common to said 5.638 and 5.64 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 87° 01' 59" East, across said 5.638 acre tract, a distance of 180.00 feet to an iron pin set in the line common to said 5.638 and 5.63 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 052-173646-00.004 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

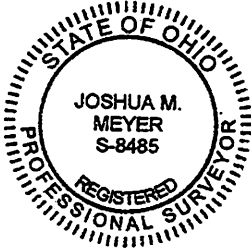
**PARCEL G48-WD
0.041 ACRE**

-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.

Joshua M. Meyer
Professional Surveyor No. 8485

1-11-2023

Date

JMM:djf
G48-WD_0_041 ac 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE: 1/12/22	



Excise, Measurement, Horizontal & Ties, Inc.
 Draftsmen • Surveyors • Planners • Scientists
 6320 New Albany Road, Columbus, OH 43234
 Phone: 614.773.6320 Fax: 614.773.2648
 emht.com

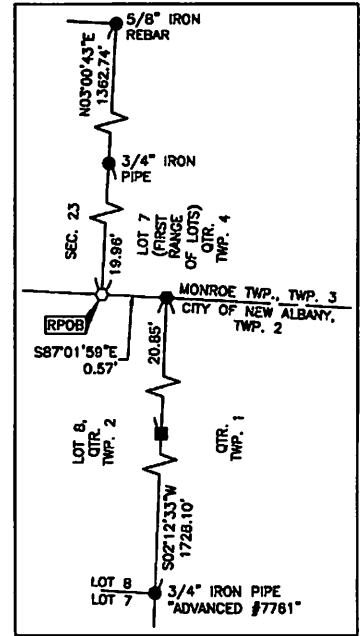
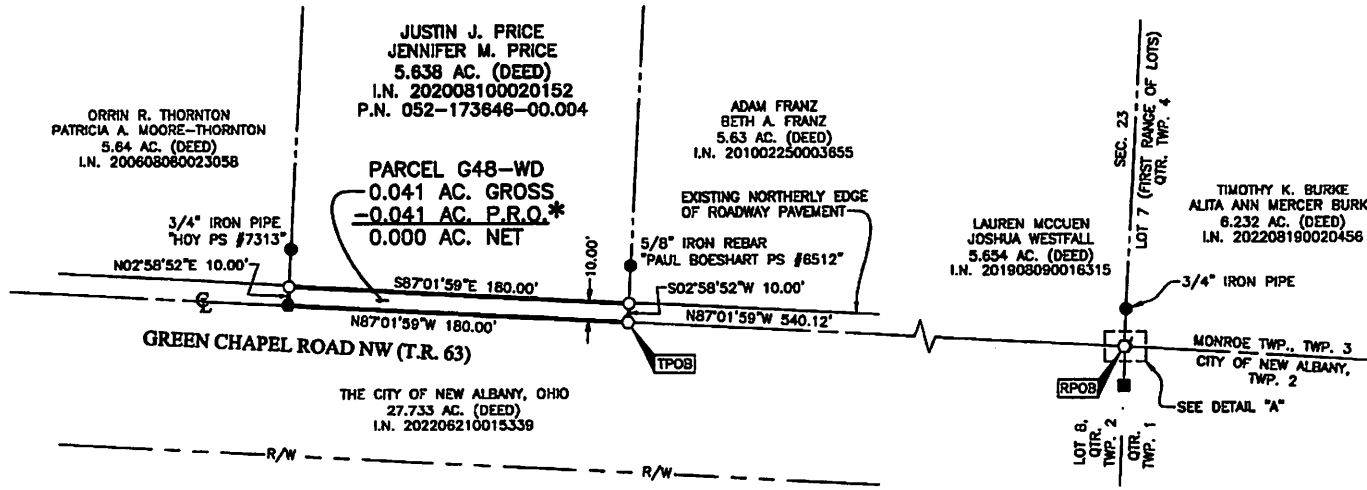
SURVEY OF ACREAGE PARCEL

SECTION 23, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	January 11, 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:

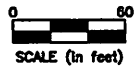
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SURVEY NOTE:

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
 Joshua M. Meyer
 Professional Surveyor No. 8485
 jmyer@emht.com

1-11-2023
 Date



Ordinance O-72-2023 EXHIBIT 1

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

PARCEL G48-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. 052-173646-00.004

Prior Instrument Reference: 202008100020152, 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.

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EXHIBIT A

**PARCEL G48-T
0.041 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 5.638 acre tract conveyed to Justin J. Price and Jennifer M. Price by deed of record in Instrument Number 202008100020152 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

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

Thence North 87° 01' 59" West, across said 5.638 acre tract, a distance of 180.00 feet to a point in the line common to said 5.638 acre tract and that 5.64 acre tract conveyed to Orrin R. Thornton and Patricia A. Moore-Thornton by deed of record in Instrument Number 200608080023058;

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Thence South 02° 58' 52" West, with the said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.041 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 Jan 23

Matthew A. Kirk
Professional Surveyor No. 7865

Date

HLK:nd
G48-T_0_041 ac 20220307-VS-ESMT-TEMP.docx

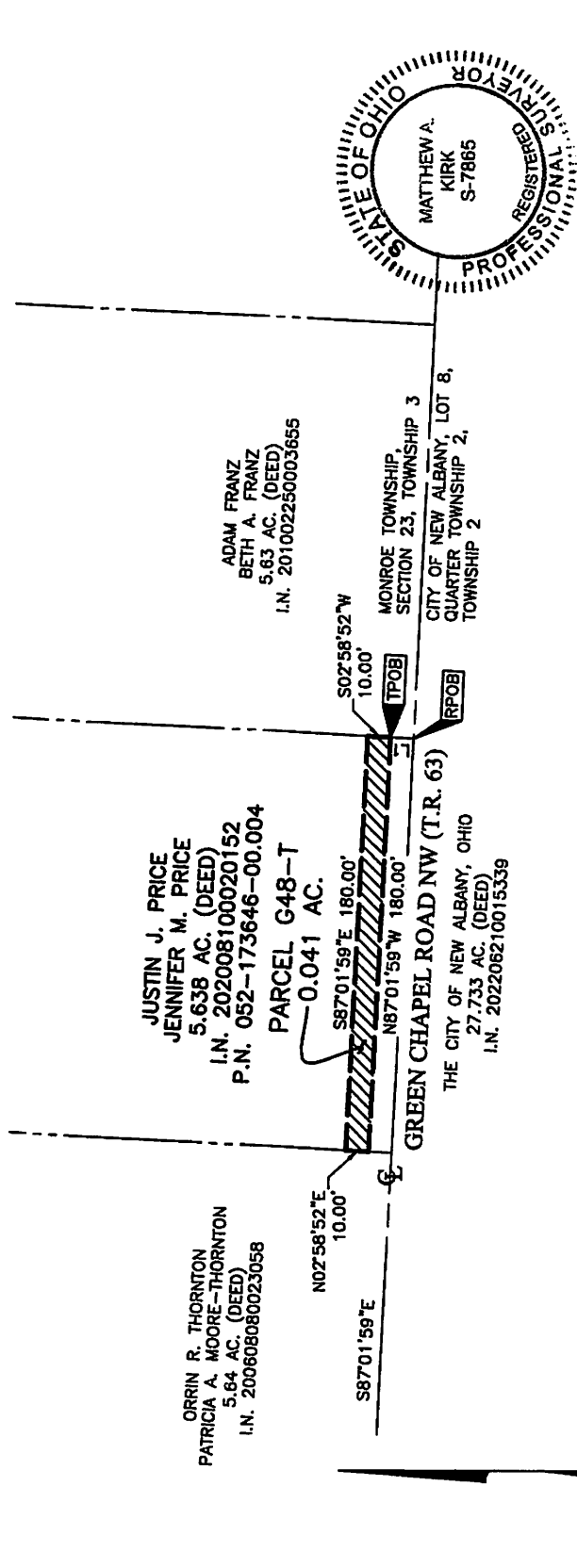


Date: January 11, 2023
 Scale: 1" = 60'
 Job No: 2022-0307
 Sheet No: 1 of 1

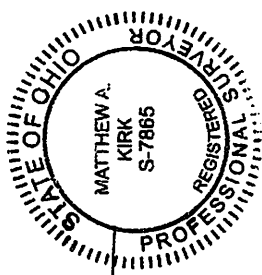
TEMPORARY EASEMENT

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

EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Fax: 614.775.3648
 emht.com



LINE TABLE	
LINE	DISTANCE
L1	10.00'



By Matthew A. Kirk Date 11 Jan 23
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com

S:\2022\0307\DWG\04546ETS\EASEMENTS\G48-T_20220307-15-ESM1-TEMP.DWG plotted by KIRK, MATTHEW on 1/19/2023 11:23:49 AM last saved by TOROUMA on 1/19/2023 8:32:13 AM



ORDINANCE O-73-2023

AN ORDINANCE TO APPROPRIATE AN EASEMENT FROM THE OWNERS, R. PATRICK JACKSON AND BARBARA D. JACKSON, OF THE PROPERTY LOCATED AT 4780 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 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 easement from its owners, R. Patrick Jackson and Barbara D. Jackson, for the property located at 4780 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. 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 1 (Project Parcel M34-1).

Section 2. That Council hereby fixes the value of all the interests appropriated at Three Hundred Dollars (\$300), 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(B) 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:	04/07/2023
Introduced:	04/18/2023
Revised:	
Adopted:	
Effective:	

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

PARCEL M34-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. 052-173874-00.004

Prior Instrument Reference: Volume 738, Page 735 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 M34-T
0.004 ACRE**

TEMPORARY EASEMENT

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 (Second Range of Lots), Quarter Township 4, Township 3, Range 15, United States Military District, being on, over and across that 5.388 acre tract conveyed to R. Patrick Jackson and Barbara D. Jackson by deed of record in Official Record 738, Page 735 (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 5.388 acre tract and that 2.594 acre tract conveyed to Gary A. Dickson and Pamela H. Dickson by deed of record in Official Record 757, Page 654, in the common line of Lot 7 (First Range of Lots) and Lot 7 (Second Range of Lots) and in the centerline of Mink Street NW (County Road 41) (60 feet);

Thence South 85° 49' 57" East, leaving the centerline of said Mink Street NW and with the common line of said 5.388 and 2.594 acre tracts, a distance of 30.00 feet to a point in the easterly right-of-way line of said Mink Street NW;

Thence South 04° 06' 18" West, across said 5.388 acre tract with said easterly right-of-way line, a distance of 17.44 feet to the TRUE POINT OF BEGINNING;

Thence across said 5.388 acre tract, the following courses and distances:

South 85° 53' 42" East, a distance of 8.00 feet to a point;

South 04° 06' 18" West, a distance of 22.79 feet to a point;

North 85° 53' 42" West, a distance of 8.00 feet to a point in said easterly right-of-way line; and

North 04° 06' 18" East, with said easterly right-of-way line, a distance of 22.79 feet to the TRUE POINT OF BEGINNING, containing 0.004 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

11/22/22
Date

HLK:smh
M34-T_0_004 ac 20220233-VS-ESMT-TEMP.docx

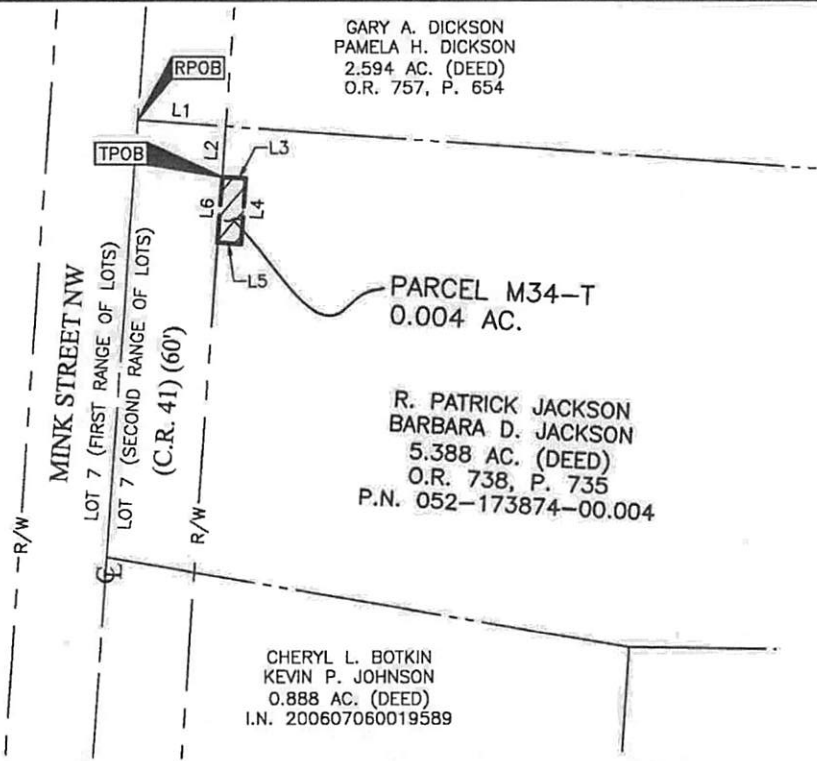


Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENT

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

Date: November 9, 2022
 Scale: 1" = 50'
 Job No: 2022-0233
 Sheet No: 1 of 1

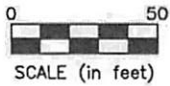


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S85°49'57"E	30.00'
L2	S04°06'18"W	17.44'
L3	S85°53'42"E	8.00'
L4	S04°06'18"W	22.79'
L5	N85°53'42"W	8.00'
L6	N04°06'18"E	22.79'



By *Heather L. King* 11/22/22
 Heather L. King Date
 Professional Surveyor No. 8307
 hking@emht.com

CHERYL L. BOTKIN
 KEVIN P. JOHNSON
 0.888 AC. (DEED)
 I.N. 200607060019589



Ordinance O-73-2023 EXHIBIT 1



ORDINANCE O-74-2023

AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENT FROM THE OWNERS, DEEPALI TUKAYE AND KIRAN RAJNEESH, OF THE PROPERTY LOCATED AT 11673 JUG 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 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, Deepali Tukaye and Kiran Rajneesh, for the property located at 11673 Jug 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 M67-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 M67-T).

Section 2. That Council hereby fixes the value of all the property and interests appropriated at Twenty-two Thousand Nine Hundred Forty-nine Dollars (\$22,949.00), 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:	04/07/2023
Introduced:	04/18/2023
Revised:	
Adopted:	
Effective:	

EXHIBIT A

**PARCEL M67-WD
0.316 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 Lot 14 of the Southerly Division of the Marsh Section, Quarter Township 1, Township 2, Range 15, United States Military District, being out of that 2.004 acre tract conveyed to Deepali Tukaye and Kiran Rajneesh by deed of record in Instrument Number 202208030019089 (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 intersection of Mink Street NW (County Road 41) (60 feet) and Jug Street Road NW (County Road 22) (60 feet), in the line common to said Lot 14, and Lot 15 of the Middle Division of the Marsh Section and at a corner common to that 4.999 acre tract conveyed to Carl H. Culberson and Denice M. Culberson by deed of record in Instrument Number 200805160011477 and that 1 acre tract conveyed to Thomas O. Bell and Winona E. Bell by deed of record in Deed Book 756, Page 71;

Thence South 86° 32' 27" East, with the centerline of said Jug Street Road NW, with the common line of said Lots 14 and 15 and with the line common to said 4.999 and 1 acre tracts, a distance of 201.95 feet to a magnetic nail set at a common corner of said 2.004 and 1 acre tracts, being the TRUE POINT OF BEGINNING;

Thence South 86° 32' 27" East, with the centerline of said Jug Street Road NW, with the common line of said Lots 14 and 15 and with the northerly line of said 2.004 acre tract and with the southerly lines of said 4.999 acre tract and that 2.145 acre tract conveyed to Amy Gramke by deed of record in Instrument Number 201910110022231, a distance of 367.35 feet to a railroad spike found at the corner common of said 2.004 acre tract and that 0.998 acre tract conveyed to RCCL Investments, LLC by deed of record in Instrument Number 202205020010803;

Thence South 03° 57' 55" West, with the line common to said 2.004 and 0.998 acre tract, and across the right of way of said Jug Street Road NW, (passing a bent 5/8" Iron Rebar at a distance of 24.69 feet) a total distance of 30.00 feet to an iron pin set;

Thence across said 2.004 acre tract, the following courses and distances:

North 86° 32' 27" West, a distance of 200.61 feet to an iron pin set at a point on the arc or a curve;

With the arc of a curve to the left, having a central angle of 04° 02' 01", a radius of 470.00 feet, an arc length of 33.09 feet, a chord bearing of South 85° 31' 49" West and chord distance of 33.08 feet to an iron pin set at a point of tangency;

South 83° 30' 48" West, a distance of 100.10 feet to an iron pin set a point of curvature;
and

EXHIBIT A

**PARCEL M67-WD
0.316 ACRE**

-2-

With the arc of a curve to the right, having a central angle of 05° 48' 56", a radius of 530.00 feet, an arc length of 53.80 feet, a chord bearing of South 86° 25' 17" West and chord distance of 53.77 feet to an iron pin set in the line common to said 2.004 and 1 acre tracts;

Thence North 20° 48' 25" East, with the common line of said 2.004 and 1 acre tracts, (passing a 3/4 inch iron pipe found at a distance of 27.88 feet) a total distance of 61.23 feet to the TRUE POINT OF BEGINNING, containing 0.316 acre, more or less, all of which is within Auditors Parcel Number 037-112302-00.000 and of which 0.256 acre 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 Jug Street Road NW, having a bearing of South 86° 32' 27" 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.



JMM:td
M67-WD 0_316 ac 20220233-VS-BNDY.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

10-18-2022

Joshua M. Meyer
Professional Surveyor No. 8485

Date

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

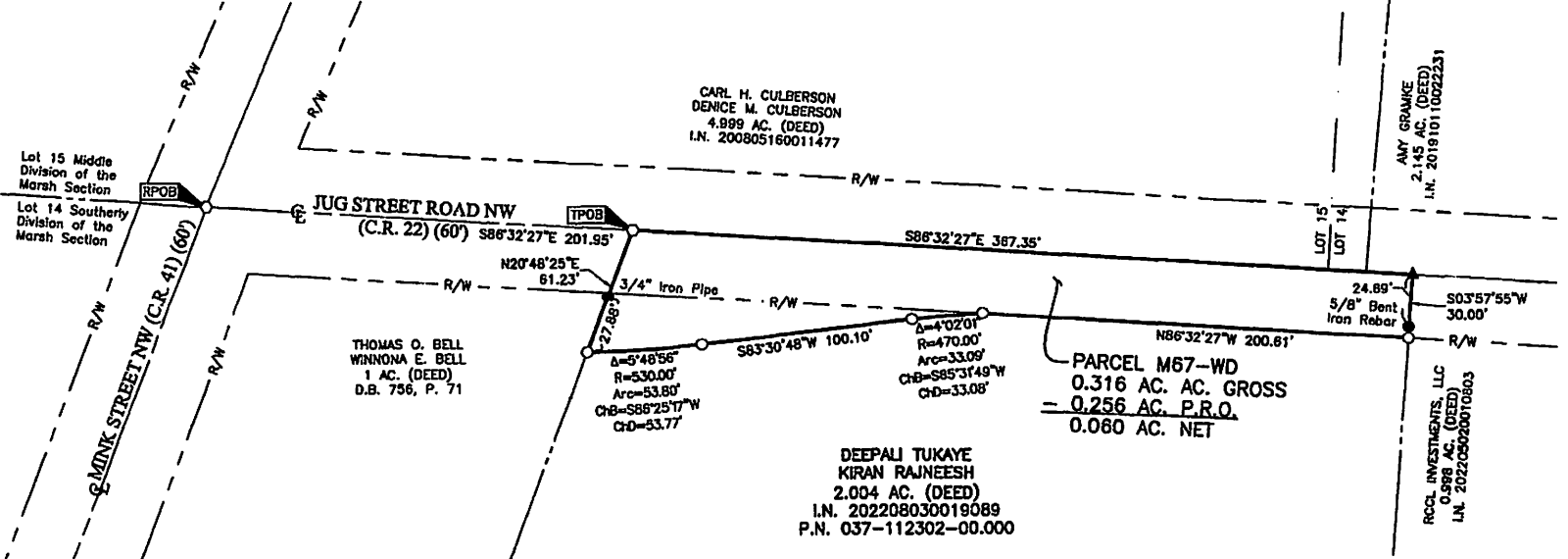


EMHT
 Evans, Meacham, Horriblston & Tibbitts, Inc.
 Engineers • Surveyors • Planners • Scientists
 8520 New Albany Road, Columbus, OH 43254
 Phone: 614.773.4320 Fax: 614.773.6424
 emht.com

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:	October 18, 2022
Scale:	1" = 50'
Job No:	2022-0233
Sheet No:	1 of 1



THOMAS O. BELL
 WINNONA E. BELL
 1 AC. (DEED)
 D.B. 736, P. 71

CARL H. CULBERSON
 DENICE M. CULBERSON
 4.899 AC. (DEED)
 I.N. 200805160011477

DEEPAJI TUKAYE
 KIRAN RAJNEESH
 2.004 AC. (DEED)
 I.N. 202208030019089
 P.N. 037-112302-00.000

PARCEL M67-WD
 0.316 AC. AC. GROSS
 = 0.256 AC. P.R.O.
 0.060 AC. NET

- 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.



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 Jug Street Road NW, having a bearing of South 86°32'27" 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.



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

10-18-2022
 Date

Ordinance O-74-2023 EXHIBIT 1

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

PARCEL M67-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. 037-112302-00.000

Prior Instrument Reference: 202208030019089 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 M67-T
0.002 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 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 2.004 acre tract conveyed to Deepali Tukaye and Kiran Rajneesh by deed of record in Instrument Number 202208030019089 (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 Jug Street Road NW (County Road 22) (60 feet), in the line common to said Lot 14 and Lot 15 of the Middle Division of the Marsh Section, at a corner common to said 2.004 acre tract and that 1 acre tract conveyed to Thomas O. Bell and Winnona E. Bell by deed of record in Deed Book 756, Page 71;

Thence South 20° 48' 25" West, with the line common to said 2.004 and 1 acre tracts, a distance of 61.23 feet to the TRUE POINT OF BEGINNING;

Thence across said 2.004 acre tract, the following courses and distances:

With the arc of a curve to the left, having a central angle of 03° 48' 50", a radius of 530.00 feet, an arc length of 35.28 feet, a chord bearing of North 87° 25' 20" East and chord distance of 35.27 feet to a point; and

South 77° 48' 05" West, a distance of 38.61 feet to a point in the common line of said 2.004 and 1 acre tracts;

Thence North 20° 48' 25" East, with said common line, a distance of 7.03 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

19 Oct 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:td
M67-T 0_002 ac 20220233-VS-ESMT-TEMP.docx



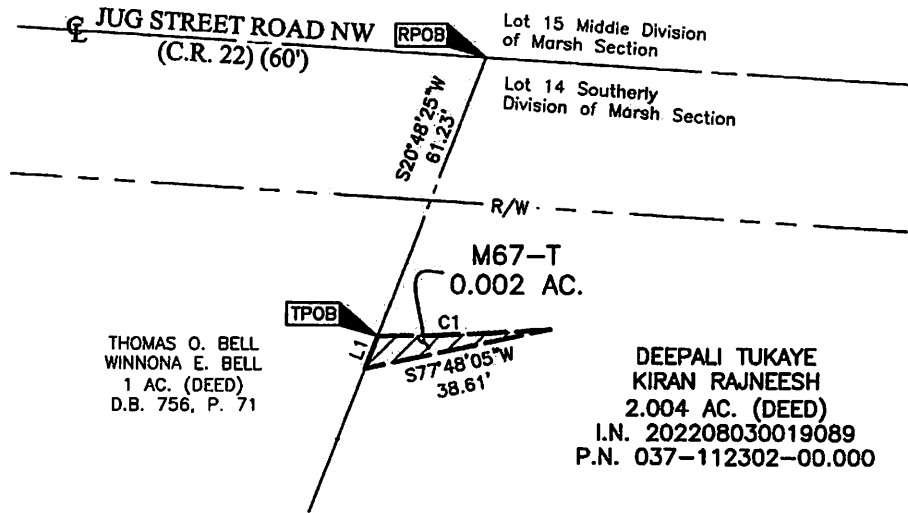


Evans, Mochwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

TEMPORARY EASEMENT

LOT 14, SOUTHERLY DIVISION OF 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" = 30'
 Job No: 2022-0233
 Sheet No: 1 of 1



THOMAS O. BELL
 WINNONA E. BELL
 1 AC. (DEED)
 D.B. 756, P. 71

DEEPAI TUKAYE
 KIRAN RAJNEESH
 2.004 AC. (DEED)
 I.N. 202208030019089
 P.N. 037-112302-00.000



CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	3°48'50"	530.00'	35.28'	N87°25'20"E	35.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°48'25"E	7.03'

By Matthew A. Kirk 10/19/2022
 Matthew A. Kirk Date
 Professional Surveyor No: 7865
 mkirk@emht.com

Ordinance O-74-2023 EXHIBIT 2



ORDINANCE O-75-2023

AN ORDINANCE TO APPROVE THE FINAL PLAT FOR 9 SINGLE FAMILY LOTS ON 8.83+/- ACRES AND ACCEPT RESERVES "A", "B", "C" FOR THE ALDEN WOODS SUBDIVISION LOCATED AT 6700, 6770, 6800 CENTRAL COLLEGE ROAD AS REQUESTED BY ANDREW MALETZ

WHEREAS, an application to approve the Alden Woods final plat has been submitted; and

WHEREAS, Codified Ordinance Chapter 1187 requires approval of the final plat by council; and

WHEREAS, the New Albany Planning Commission, after review during a public meeting on March 6, 2023, recommended approval of this final plat; and

WHEREAS, the Alden Woods final plat includes approximately 8.83+/- acres of land to be subdivided into 9 residential lots in addition to the public streets; and

WHEREAS, the 8.83+/- acre Alden Woods final plat includes approximately 2.39+/- acres of parkland and open space; and

WHEREAS, the Alden Woods final plat includes the commitment to dedicate reserves A, B, and C for parkland and open space; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which these reserves will be donated; and

WHEREAS, the city engineer certifies that the Alden Woods final plat meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements and will meet all other requirements of the city.

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

Section 1. The said Alden Woods final plat is attached to this resolution as Exhibit A and made a part herein is approved.

Section 2. Council hereby accepts the lands shown on the map attached hereto as Exhibit A, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4. Pursuant to 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: 04/07/2023

Introduced: 05/02/2023

Revised:

Adopted:

Effective:

Exhibit A - O-75-2023

ALDEN WOODS SUBDIVISION CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO

Situate in the County of Franklin, State of Ohio, and being in Quarter Township One (1), Township, Two (2), Range sixteen (16), United States Military Lands, in the City of New Albany, Franklin County, Ohio Containing 8.535 acres and being the same tract as conveyed to Central College Development LLC, and described in deed recorded in Official Record 202108190148285 and in 202108100140522 Recorder's Office, Franklin County Ohio.

The undersigned, Central College Development LLC., by Andrew Maletz, Member and Roland Tokarski, Member, Owners of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its Alden Wood Subdivision, a new subdivision containing Lots numbered 1 thru 9, both inclusive, and areas designated as Reserve "A", Reserve "B" and Reserve "C", does hereby accept this plat of same and dedicates to public use, as such, all or part of Central College Road, and Woodview Drive shown hereon, and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement", for the construction, operation and maintenance of all public and quasi public utilities above and beneath 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 these 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 are permitted within Drainage Easement areas as delineated on this plat unless approved by the Village of New Albany Engineer.

In Witness Whereof, Andrew Maletz, Member and Roland Tokarski, Member of Central College Development LLC, has hereunto set their hand this ___ day of ___, 20__.

Signed and acknowledged in the presence of: Central College Development LLC.

Andrew Maletz, member

Roland Tokarski, member

STATE OF OHIO, COUNTY OF FRANKLIN

Before me a Notary Public in and for said County personally came Andrew Maletz and Roland Tokarski both members of Central College Development LLC, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for uses and purposes therein expressed.

In witness whereof 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__ Municipal Engineer, New Albany, Ohio
Approved this ___ day of ___, 20__ Council Representative to Planning Commission, New Albany, Ohio
Approved this ___ day of ___, 20__ Chairperson, New Albany, Ohio
Approved this ___ day of ___, 20__ Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. _____, passed _____, 20__, wherein all of Central College Road and Woodview Drive, shown hereon are accepted, as such, by the Council for the Village of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to ___, 20__.

Transferred this ___ day of ___, 20__ Auditor, Franklin County, Ohio
Recorder, Franklin County, Ohio Deputy Auditor, Franklin County, Ohio

Filed for record this ___ day of ___, 20__ at ___ M.
Fee \$ _____

File No. _____

Recorded this ___ day of ___, 20__ Deputy Recorder, Franklin County, Ohio

Plat Book ___, Pages _____

SURVEYOR'S CERTIFICATION:

We do hereby certify that we have surveyed the premises and prepared the attached plat and that said plat is correct. Dimensions on curves are chord measurements.

Anthony A. Garcia Date
Professional Surveyor No. 8112



NOTE "A" - RESERVES "A", "B" & "C"

Reserve "A", as designated and delineated hereon, shall be owned by the City of New Albany and maintained, in perpetuity, by an association comprised of the owners of the fee simple titles to the lots in the Alden Woods Subdivision for the purpose of park land and Stormwater Management.

Reserve "B", as designated and delineated hereon, shall be owned by the City of New Albany and maintained, in perpetuity, by an association comprised of the owners of the fee simple titles to the lots in the Alden Woods Subdivision for the purpose of park land.

Reserve "C", as designated and delineated hereon, shall be owned by the City of New Albany and maintained, in perpetuity, by an association comprised of the owners of the fee simple titles to the lots in the Alden Woods Subdivision for the purpose of park land.

NOTE "B":

All of the Alden Woods Subdivision, is within Zone X as delineated on the FEMA Flood Insurance Rate Map for Franklin County, Ohio and Incorporated Areas, map number 39049C0206 K, effective date June 17, 2008.

NOTE "C":

No determination has been made by the City of New Albany as to whether the area proposed to be platted contains area(s) that could be classified as Wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether Wetlands exist on the site. The City of New Albany's approval of the final plat of Alden Woods Subdivision does not imply any approval for the development of the site as it may pertain to Wetlands.

NOTE "D":

The minimum front, side and rear yard setback distance, required by the zoning district regulations in effect at the time of platting for each lot in the Alden Woods Subdivision are given in the following table:

Front: 30 Feet (from the street right-of-way line)
Side: 10 feet minimum each side
Rear: 30 feet minimum

4/18/2023

235500615

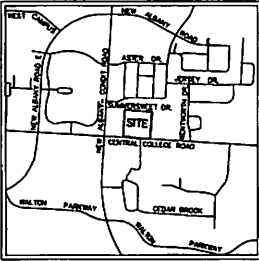
Garcia Surveyors, Inc.

P.O. Box 2628
Whitehouse, OH 43071
Phone: (419) 877-0400
Fax: (419) 877-1140



ALDEN WOODS SUBDIVISION

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO



VICINITY MAP
NOT TO SCALE

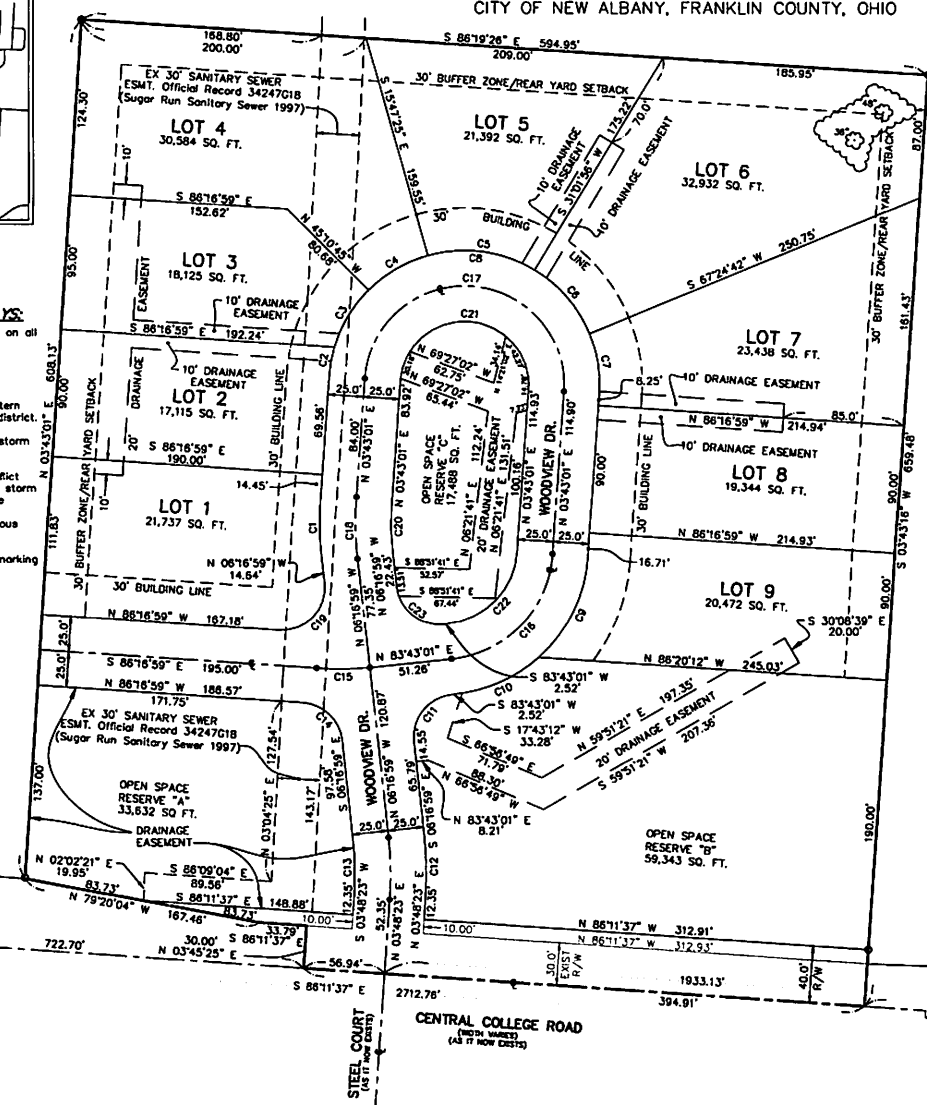
NOTE "E" DEPRESSED DRIVEWAYS:

Depressed driveways are hereby prohibited on all lots in the Alden Woods Subdivision.

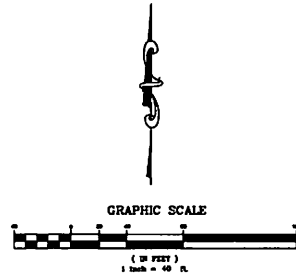
NOTE "J" BUFFER ZONE:

A "Buffer Zone" shall apply for a distance of 30 feet from the northern, eastern and western boundary line of this zoning district. Within that area, only the construction of underground utility lines and underground storm water management infrastructure shall be permitted. Healthy mature trees shall be preserved within this area unless they conflict with the installation of permitted utility or storm water infrastructure in accordance with the approved zoning. After completion of construction, dead plant material and noxious plant material such as poison ivy, may be removed subject to staff approval. Special markers shall be placed on each lot line marking the edge of the "Buffer Zone".

BRONZE DISK IN PVC ENCASED CONCRETE MONUMENT
1/4 COR. SEC. 8
SEC. 9 AND SECTION 13
TOWN 2 RANGE 16
U.S. MILITARY DISTRICT



* 36" TREE AND 48" TREE ARE TO REMAIN AND SHALL NOT BE REMOVED WITHOUT PERMISSION BY CITY STAFF.



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	275.00	48.00	47.94	S 01°16'59" E	100°00'00"
C2	95.00	20.75	20.69	S 09°55'36" W	120°00'00"
C3	95.00	47.49	47.00	S 37°23'36" W	120°00'00"
C4	95.00	48.75	48.20	S 59°50'55" W	99°23'21"
C5	95.00	77.63	75.49	N 82°22'44" W	48°49'20"
C6	95.00	50.34	59.31	N 49°40'41" W	38°27'48"
C7	95.00	43.50	43.17	N 09°27'22" W	28°15'59"
C8	95.00	288.45	190.00	S 86°19'28" E	180°00'00"
C9	105.00	81.35	79.32	N 23°38'00" E	44°30'00"
C10	105.00	65.00	64.02	N 63°50'03" E	35°29'55"
C11	30.00	47.12	42.43	N 38°23'01" E	90°00'00"
C12	275.00	48.43	48.36	N 01°14'18" W	100°23'21"
C13	225.00	59.62	59.57	S 01°14'18" E	100°23'21"
C14	30.00	41.88	38.57	N 48°18'59" E	80°00'00"
C15	250.00	37.37	37.33	N 85°28'05" E	83°52'52"
C16	60.00	111.70	102.85	N 43°43'01" E	80°00'00"
C17	70.00	219.81	140.90	S 65°19'24" E	180°00'00"
C18	250.00	43.63	43.58	N 01°18'59" W	100°00'00"
C19	30.00	52.36	45.36	S 43°43'01" W	100°00'00"
C20	275.00	59.32	59.27	N 01°18'59" W	100°00'00"
C21	45.00	141.37	30.00	S 86°16'59" W	180°00'00"
C22	25.00	76.79	70.71	S 43°43'01" W	80°00'00"
C23	30.00	47.12	42.43	N 51°18'59" W	90°00'00"

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on an assumed meridian and are for the express purpose of calculating angular measurement.

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

IRON PINS: Iron Pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug place in the top and bearing the name PS 8112.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins. Pins are to be set to monument the points indicated and are to be set with the top and flush with the surface of ground and then capped with an aluminum cap stamped GARCIA SURVEYORS. 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 construction/installation of the street pavement and utilities and prior to the Village of New Albany, Ohio's acceptance of these subdivision improvements. The New Albany, Ohio Municipal Engineer shall be notified when the markers are in place.

FOUND RAILROAD SPIKE
SE. COR., SEC 8
SW COR., SEC 9
NW COR., SEC. 12
NE COR., SEC. 13
TOWN 2 RANGE 16
U.S. MILITARY DISTRICT

4/18/2023
238500615

Garcia Surveyors, Inc.

P.O. Box 2828
Whitehouse, OH 43571
Phone: (419) 877-0400
Fax: (419) 877-1140



RESOLUTION R-23-2022

A RESOLUTION TO AUTHORIZE THE CITY OF NEW ALBANY TO PARTICIPATE IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2023

WHEREAS, the City of New Albany, Franklin and Licking Counties, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- A. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- B. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- C. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- D. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- E. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and
- F. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- G. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Monday, May 1, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held

responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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 above participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the City of New Albany agrees to the above terms and conditions regarding participation on the ODOT salt contract.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

CERTIFIED AS ADOPTED this _____ day of _____, 2022.

Attest

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Interim Law Director

Legislation dates:

Prepared: 04/20/2023

Introduced: 05/02/2023

Revised:

Adopted:

Effective:



RESOLUTION R-24-2023

A RESOLUTION DECLARING INTENT TO APPROPRIATE PROPERTY AND EASEMENTS FOR THE PUBLIC PURPOSE OF MAKING, REPAIRING, IMPROVING OR CONSTRUCTING MINK STREET AS EXTENDED TO JOIN WITH INTERSECTING ROADS WHICH ARE AND SHALL BE OPEN TO THE PUBLIC WITHOUT CHARGE

WHEREAS, the City of New Albany has the authority and power under the constitution, statutes, and laws of the State of Ohio, and the additional authority of the city under its charter to construct and repair roads and make road and street improvements, acquire necessary real property and interests therein, including temporary and permanent right-of-way and appurtenances thereto, and enter into agreements with other political subdivisions for the exercise of any and all powers, performance of any function or rendering of any service necessary to improve, construct, repair and maintain street and road improvements and their appurtenances; and

WHEREAS, Intel Corporation is in the process of constructing a \$20 billion+ chip manufacturing project in New Albany on property between Clover Valley Road NW on the west, Mink Street NW on the east, and abutting and south of Green Chapel Road; and

WHEREAS, the city has determined that improving, making and repairing portions of Mink Street as extended at the intersections and certain access points to join with improved and existing intersecting roads, all of which are and shall be open to the public, without charge, (the "Mink Street Project") is necessary and essential and will contribute to the promotion of the health, safety, public convenience and welfare of the people and City of New Albany and the traveling public.

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

Section 1. Council considers it necessary and declares its intention to appropriate, for the public purpose of improving, making and repairing roads, which shall be open to the public, without charge, the fee simple interests and permanent and temporary easements in and to the real property and interests therein identified and described in the attached Exhibit A for the construction, repair and improvement of Mink Street as extended at the intersections and certain access points to join with improved and existing roadways.

Section 2. The city manager is authorized and directed to cause written notice of the passage of this Resolutions to be given to the owner(s) of, person(s) in possession of, or person having and interest of record in the property sought to be appropriated, or to the authorized agent of the owner or such other persons. The notice shall be served and returned according to law.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, and Ohio Revised Code Section 719.05, 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: 04/21/2023
Introduced: 05/02/2023
Revised:
Adopted:
Effective:

RESOLUTION R-24-2023

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Sedziol, Joel Sedziol, Diane	M80-WD Fee simple right of way with reservation of existing access 0.110 Acres	035-107490-01.002

EXHIBIT A

**PARCEL M80-WD
0.110 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 Section 13, Quarter Township 3, Township 2, Range 15, United States Military District, being part of that 2.284 acre tract conveyed to Diane Sedziol and Joel Sedziol by deed of record in Instrument Number 201503200005197 (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 at the centerline intersection of Mink Street NW (County Road 41) (width varies) and Beaver Road NW (Township Road 90) (60 feet width), the line common to Quarter Townships 2 and 3 of said Township 2, the easterly line of that 1.973 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202301050000305, the southwesterly corner of that 213.743 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202201040000227, the northwesterly corner of that 1.501 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202211030026464;

Thence South 29° 32' 02" West, with said Mink Street NW centerline, the westerly line of said 1.501 acre tract, the easterly line of said 1.973 acre tract and the easterly line of that 2.231 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202301050000305, a distance of 151.51 feet to a railroad spike found at the northwesterly corner of said 2.284 acre tract, the southwesterly corner of said 1.501 acre tract, the TRUE POINT OF BEGINNING;

Thence South 60° 27' 58" East, across said Mink Street NW, with the northerly line of said 2.284 acre tract, the southerly line of said 1.501 acre tract, a distance of 30.00 feet to a 3/4 inch iron pipe found in the easterly right-of-way line of said Mink Street NW;

Thence South 29° 32' 02" West, across said 2.284 acre tract and with said easterly right-of-way line, a distance of 160.00 feet to a 1/2 inch iron pipe found in the southerly line of said 2.284 acre tract, the northerly line of that 4.175 acre tract conveyed to Samantha K. Borell by deed of record in Instrument Number 201001070000311;

Thence North 60° 27' 58" West, with the line common to said 2.284 and 4.175 acre tracts, across said Mink Street NW, a distance of 30.00 feet to a magnetic nail set at the westerly common corner thereof in the centerline of said Mink Street NW, the easterly line of that 1.705 acre tract conveyed as Parcel 30B-WDV (LIC-161-1.83) to Board of Commissioners of Licking County, Ohio by deed of record in Instrument Number 201607060013962;

Thence North 29° 32' 02" East, with said centerline, the westerly line of said 2.284 acre tract, the easterly line of said 1.705 acre tract and the easterly line of said 2.231 acre tract, a distance of 160.00 feet to the TRUE POINT OF BEGINNING, containing 0.110 acre, more or less, all of which is within Auditor's Parcel Number 035-107490-01.002 and all of which is within the present road occupied.

EXHIBIT A

**PARCEL M80-WD
0.110 ACRE**

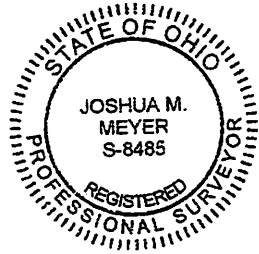
-2-

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 29° 32' 02" 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.

Josh M. Meyer

March 22, 2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:md
M80-WD_0_110.sc 20220233-VS-ENDY.docx

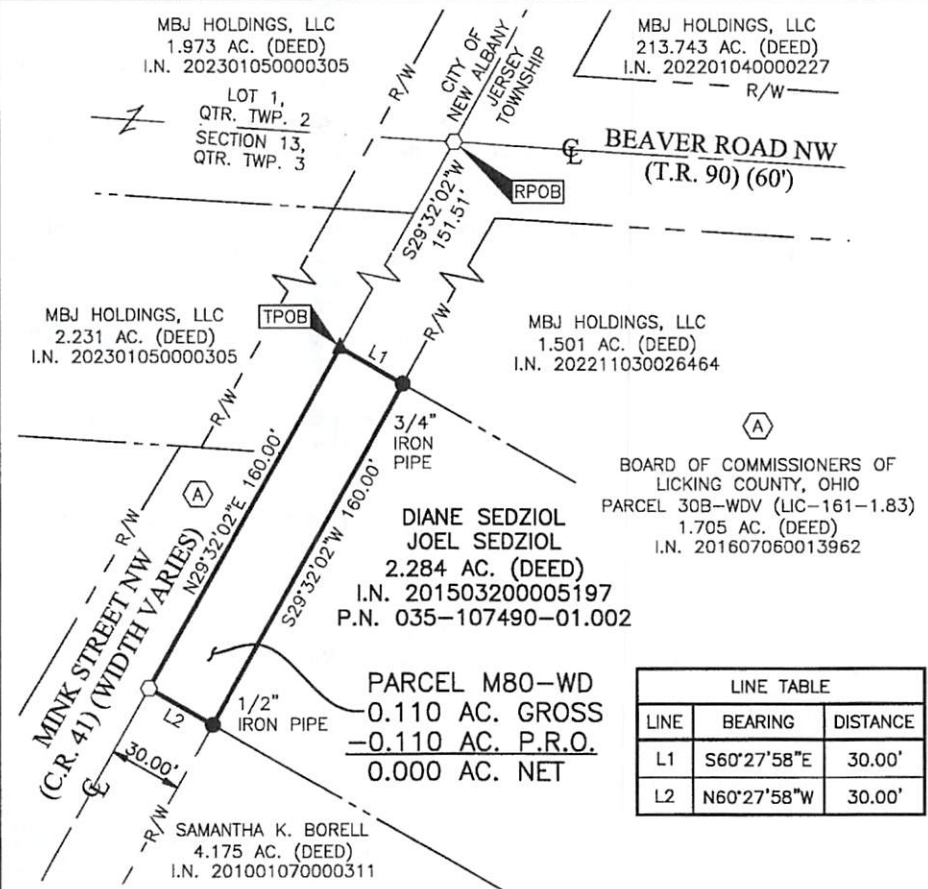
PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	BS
DATE:	3/23/23



SURVEY OF ACREAGE PARCEL

SECTION 13, QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 15
 UNITED STATES MILITARY DISTRICT
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: March 22, 2023 | Scale: 1" = 60' | Job No: 2022-0233 | Sheet No: 1 of 1



BOARD OF COMMISSIONERS OF LICKING COUNTY, OHIO
 PARCEL 30B-WDV (LIC-161-1.83)
 1.705 AC. (DEED)
 I.N. 201607060013962

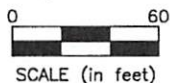
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°27'58"E	30.00'
L2	N60°27'58"W	30.00'

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 29° 32' 02" East, is designated the "basis of bearings" for this survey.

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

- Iron Pin Set
- Iron Pin 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* March 22, 2023
 Joshua M. Meyer Date
 Professional Surveyor No. 8485
 jmeyer@emht.com

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