



**ORDINANCE O-27-2024**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 11.44 +/- ACRES OF LAND LOCATED AT 7800 WALTON PARKWAY FOR AN AREA KNOWN AS THE "7800 WALTON PARKWAY ZONING DISTRICT" (FORMALLY KNOWN AS "VEHICLE COMMERCIAL GROUP ZONING DISTRICT") FROM ITS CURRENT ZONING OF LIMITED OFFICE CAMPUS DISTRICT (L-OCD) TO LIMITED GENERAL EMPLOYMENT (L-GE) AS REQUESTED BY CITY OF NEW ALBANY**

**WHEREAS**, the council of the City of New Albany has determined that it is necessary to rezone certain property located in the city to promote orderly growth and development of lands; and

**WHEREAS**, the Rocky Fork-Blacklick Accord, New Albany Planning Commission, and City Council on separate occasions have held public hearings and received public input into the amendment of the zoning ordinance; and

**WHEREAS**, pursuant to the application by the City of New Albany, the Rock Fork-Blacklick Accord, and New Albany Planning Commission have reviewed the proposed ordinance amendment and recommended its approval.

**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.** Council of the City of New Albany hereby amends the Zoning Ordinance Map of the City of New Albany to change the zoning classification of the following described site:

- A. A 11.44 ± acre area of land located at 7800 Walton Parkway for an area known as "7800 Walton Parkway Zoning District" (formally known as "Commercial Vehicle Group Zoning District") from its current zoning of Limited Office Campus District (L-OCD) to Limited General Employment (L-GE).
- B. The zoning district's zoning text and site plan are hereby attached and marked 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 council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

**Legislation dates:**

Prepared: 07/16/2024  
Introduced: 08/06/2024  
Tabled: 08/20/2024 to 10/01/2024  
Revised: 09/19/2024 – Exhibit A  
Adopted:  
Effective:

7800 WALTON PARKWAY  
GENERAL EMPLOYMENT DISTRICT  
LIMITATION TEXT

February 29, 2024

**INTRODUCTION:** This site consists of 11.4± acres and is located northwest of and adjacent to the intersection of Walton Parkway and State Route 605/New Albany-Condit Road. The design intent for this development is to balance the developer's desire to create a high-tech corporate headquarters campus with the community's goal of preserving the natural and rural characteristics of the area. The limitations in this text seek to ensure this result by meeting and exceeding the high development standards of the Village.

I. PERMITTED AND CONDITIONAL USES

1. The permitted and conditional uses contained and described in the Codified Ordinances of the City of New Albany, GE General Employment District, Sections 1153.02 and 1153.03, provided that conditional uses are approved in accordance with Chapter 1115, Conditional Uses.
2. The following uses from these code sections shall be **prohibited**:
  - a. Industrial product sales (See Section 1153.03(a)(1))
  - b. Industrial service (See Section 1153.03(a)(2))
  - c. Industrial Manufacturing and Assembly (See Section 1153.03(a)(3))
  - d. Warehouse and distribution (See Section 1153.03(a)(5))
  - e. Personal service (See Section 1153.03(b)(2)) and retail product sales and service (See Section 1153.03(b)(3)), except that such uses shall be allowed as accessory uses to a permitted use in this subarea
  - f. Vehicle services (See Section 1153.03(b)(4))
  - g. Radio/television broadcast facility (See Section 1153.03(c)(1))
  - h. Off-Premises Signs (See Section 1153.03(c)(2))
  - i. Sexually-oriented businesses (See Section 1153.03(c)(3))
  - j. Car fleet and truck fleet parking (See Section 1153.03(c)(5))
3. Manufacturing and production as set forth in Section 1153.02 and described in Section 1153.03 of the Codified Ordinances shall be permitted. Within this zoning district, manufacturing and production firms shall be further restricted and required to operate entirely within an enclosed structure. No emission of vibrations, dust, smoke, noxious gas, odor or toxic fumes shall occur outside of the building shell. Noise shall not be emitted past the property limits, if such sound levels exceed typical traffic background noise.

II. DEVELOPMENT STANDARDS

A. Setback, Height, and Lot Coverage

1. **Building and pavement setbacks shall be as follows:**
  - a. **Along State Route 605/New Albany-Condit Road, the minimum pavement setback shall be fifty-five (55) feet from the right-of-way and the minimum building setback shall be seventy-five (75) feet from the right-of-way.**
  - b. **The minimum building and pavement setback shall be fifty-five (55) feet from the centerline along Walton Parkway.**
  - c. **A Preservation zone shall be established for a distance of eighty (80) feet from the northern boundary of the development as shown on the submitted development plan (Exhibit A). Utilities, pedestrian paths, accessory structures associated with landscaping may be placed within this zone if necessary.**
2. **The maximum height for any principal building or structure shall be forty-five (45) feet plus mechanical equipment and/or architectural features, as measured and permitted per the Zoning Ordinance.**
3. **The maximum allowable lot coverage shall be seventy percent (70%).**

**B. Access, Loading, Parking and Traffic Related Commitments**

1. **There shall be one (1) curbcut on State Route 605/New Albany-Condit Road and two (2) curbcuts on Walton Parkway as indicated on the development plan. The curbcuts shall be located subject to staff approval.**
2. **The developer shall dedicate sufficient right-of-way to the Village along the west side of State Route 605/New Albany-Condit Road to ensure that there is forty (40) feet of right-of-way as measured from the centerline of that roadway.**
3. **Sidewalks shall be constructed in a manner that provides interconnectivity between parking areas and buildings and between parking areas themselves. When open space is found between buildings, pedestrian connections shall be provided. Paths shall be located and constructed so as to promote the use of non-automotive transportation within the development. Covered areas for bicycle parking shall be provided within a reasonable distance of all buildings.**
4. **No left turn lane into the development site from State Route 605/New Albany-Condit Road shall be required to be paid for or installed by the**



owner of the subject site at the time of the initial development of the property in accordance with plans approved by the Village. The owner agrees, upon the request of the Village, to perform and pay for a left turn warrant analysis based on the standards contained in the then-current ODOT manual should any one of the following three conditions occur:

- a. The parking lot located behind the easternmost building on the site is connected to another parking lot found elsewhere on the site so as to allow for vehicular access between such areas; or
- b. The number of parking spaces located to the rear of the easternmost building on the site exceeds the number of parking spaces provided on the limited overlay development plan that is approved by Village Council in the rezoning of the property; or
- c. The primary use of the easternmost building changes from the research and development uses currently contemplated therein by this limitation text.

In the event that the left turn warrant analysis indicates the need for a left turn lane to be provided along State Route 605/New Albany-Condit Road following the occurrence of one of the above events, the owner shall be required to fund and (if necessary) construct that improvement or agree to a mutually acceptable alternative solution with the Village (for example, restricted turn movements) within a mutually acceptable time after such determination is made.

C. Architectural

1. Building additions shall be complementary in materials and design to existing structures.
2. Primary building materials may be brick, stone, glass, metal panels, and/or architectural pre-cast concrete. Flat roofs shall be permitted. Prefabricated metal buildings are prohibited.

D. Preservation, Buffering, Landscaping, Open Space and/or Screening

1. A Preservation zone shall extend for a minimum of eighty (80) feet from the northern boundary of the development in the no build/no disturb zone as shown on the submitted development plan. This area shall be maintained in a natural state with minimal disturbance. Tree removal shall occur only if trees are dead or diseased. Clearing of understory should occur only as a method of removing noxious plant material such as poison ivy, or other

aggressive growing plant material in keeping with good forestry management practices.

2. Paths shall be permitted within the eighty (80) foot preservation zone.
3. Landscaping that is rural in nature shall be provided within the required setbacks along State Route 605/New Albany Condit Road and shall strive to preserve or enhance the natural aesthetic character along this roadway.
4. Existing street trees along Walton Parkway shall be preserved unless removal is warranted for the purpose of constructing entry drives into the site. Street trees shall be provided along State Route 605/New Albany-Condit Road and shall be spaced (or clustered at the same rate) a minimum of thirty (30) feet on center.
5. The required amount of interior landscaping within parking areas shall be a minimum of eight percent (8%) of the total area of the parking lot pavement. The landscaped areas shall be arranged in such a manner so as to visually break up the large expanses of pavement and to provide landscaped walking paths between parking lots and buildings and is subject to staff approval.
6. An eight (8) foot wide asphalt leisure trail shall be constructed along State Route 605/New Albany-Condit Road and maintained along Walton Parkway (already exists).
7. Walks and paths shall be constructed elsewhere on the site in accordance with the specifications of the Zoning Ordinance and shall be a minimum of five (5) feet wide.
8. Interior site plantings: At installation, the minimum size of deciduous shade and ornamental trees shall be two (2) inches in caliper. Evergreen trees shall be a minimum of six (6) feet in height at installation.
9. The design and planting layout of all landscaping must be reviewed and approved by the Village Landscape Architect.

**E. Mechanical Equipment, Service Areas, and Lighting**

1. Mechanical equipment, whether located on the ground or a rooftop, shall be totally screened from all public roads and /or adjacent properties at ground level with landscaping or materials that are consistent with the building. If screened by landscaping, one hundred percent (100%) opacity must be achieved. Screening of all roof-mounted equipment shall be

required on all four sides of buildings using materials that are consistent and harmonious with the building's facade and character. Such screening shall be provided not only in order to screen the equipment from off-site view but also to buffer sound generated by such equipment. Parapets ( among other architectural elements) may be used to provided screening. Where a building is screened from view outside of the Zoning District by a building located within this Zoning District, City staff may waive or reduce these screening requirements provided that the developer demonstrates adequate buffering of sound from off-site.

2. Service areas and loading docks shall be screened by walls or fences at least six (6) feet but not more than twelve (12) feet in height. These walls or fences shall have an opaqueness of seventy-five percent (75%) or more, so as to effectively conceal service and loading operations from adjoining streets and adjacent properties.

3. Elements such as outside tanks, meter boxes, utility conduits, roof and wall projections such as vent and exhaust pipes, basement window enclosures, and trash containers shall be designed, located, or screened so as to minimize their visibility and visual impact from off-site. The design of such elements shall be consistent and harmonious with the building's façade, color scheme, and character.

4. Exterior Storage. Exterior storage includes the outdoor storage of raw or finished goods (packaged or bulk) including gases, chemicals, gravel, building materials; packing materials; salvage goods; machinery; equipment; damaged vehicles, etc. Exterior storage shall be permitted in the LI District but not permitted in the GE District, unless an acceptable plan for screening such storage is submitted to and approved by the Planning Commission.

5. All wiring for lighting within the development shall be located underground. Any security lighting that is provided shall be of a motion sensor type.

**F. Parking**

Per Code, parking shall be provided at the rate of one (1) space per two hundred fifty (250) square feet of office uses. Required parking for research and development uses is not addressed by Code, but Section 1167.05(f) gives the Planning Commission discretion to determine the appropriate number of parking spaces in such an instance. The required number of parking spaces shall be one (1) space per four thousand (4,000) square feet for research and development

uses. Planning Commission's recommendation of approval of this text shall also constitute approval of the required parking ratio for research and development uses.

**G. Plan Review**

1. The site shall be developed in accordance with the submitted site plan. The site plan may be adjusted moderately to reflect engineering, topographical, or other site data available at the time that development and engineering plans are completed. Any adjustment to the plan shall be reviewed and may be approved by the Village of New Albany Development Staff or appropriate designee upon submission of the appropriate data.
2. Future expansions of the buildings on this site are anticipated and are permitted as of right, provided that prior to undertaking any expansion the applicant shall appear before the Planning Commission for a review of the expansion plans to determine adherence to applicable regulations.



**ORDINANCE O-31-2024**

**AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNER, LARRY A. ARNOLD, II, OF THE PROPERTY LOCATED AT 4186 MINK STREET NW IN LICKING COUNTY, OHIO FOR THE PUBLIC PURPOSE OF CONSTRUCTING, MAKING AND REPAIRING ROADS, IN THE MINK STREET PROJECT, WHICH SHALL BE OPEN TO THE PUBLIC, WITHOUT CHARGE, AND DECLARING AN EMERGENCY**

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

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

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

**WHEREAS**, a Resolution of intent was previously adopted by Council in Resolution No. R-22-2023 and said Resolution was served according to law and return of service has been made; and

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

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

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

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

**Section 1.** The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owner, Larry A. Arnold, II, for the property located at 4186 Mink Street NW, for the public purpose of making, repairing, improving and constructing Mink Street and its necessary appurtenances pursuant to the Charter of the City of New Albany, Ohio Revised Code Chapters 163, 715, 717, and 719; and the Constitution of the State of Ohio and other applicable laws, which property and interests are described and depicted as follows:

- A. Fee simple interest, without limitation of existing access rights to and from adjoining public roadway(s), in and to the premises described in the legal description and survey attached hereto as Exhibit 1 (Project Parcel M44-WD).

**Section 2.** That Council hereby fixes the value of all the property and interests appropriated at Three Hundred Dollars (\$300.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

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

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

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

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

**Section 7.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council, and that all deliberations of the Council and/or any of its committees that resulted in such formal action

were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

<b>Legislation dates:</b>	
Prepared:	09/20/2024
Introduced:	10/01/2024
Revised:	
Adopted:	
Effective:	

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

**EXHIBIT A**

**PARCEL M44-WD  
0.172 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, Quarter Township 1, Township 2, Range 15, United States Military District, being part of that 4.204 acre tract conveyed to Larry A. Arnold II by deed of record in Instrument Number 201401020000100 (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 railroad spike found at the centerline intersection of Mink Street NW (County Road 41) (width varies) and Miller Road NW (Township Road 89), the northwesterly corner of that 17.937 acre tract conveyed to James R. Heimerl And Katherine E. Heimerl by deed of record in Deed Book 784, Page 359 and Instrument Number 201109120016889, the southwesterly corner of that 2.582 acre tract conveyed to Heimerl Farms, Ltd. by deed of record in Instrument Number 201710020021005, the southeasterly corner of that 1.483 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202212120029034, the northeasterly corner of that 3.033 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202212120029035, in the line common to Lot 2 of the Marsh Heirs Land (Partition Book C-7) and Lot 1 of the Middle Division of the Marsh Section (Partition Book A, Page 124);

Thence with the centerline of said Mink Street NW, the following courses and distances:

North 23° 19' 29" East, a distance of 1637.22 feet to a magnetic nail set; and

North 23° 36' 42" East, a distance of 267.52 feet to a magnetic nail set in the corner common to said 4.204 acre tract and that 5 acre tract conveyed to Harold Wayne Peterman and Julia Lee Peterman by deed of record in Deed Book 770, Page 299, the TRUE POINT OF BEGINNING;

Thence North 23° 36' 42" East, continuing with said centerline, the westerly line of said 4.204 acre tract and the easterly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, a distance of 249.93 feet to a magnetic nail set in the corner common to said 4.204 acre tract and that 3.745 acre tract conveyed to Daniel Kevin Wittmer, III and Melissa Ann Diehl-Wittmer by deed of record in Instrument Number 201712210028062;

Thence South 86° 20' 48" East, with the line common to said 4.204 and 3.745 acre tracts, a distance of 31.92 feet to a 5/8 inch iron rebar found in the easterly right-of-way line of said Mink Street NW;

Thence South 23° 36' 42" West, with the easterly right-of-way line of said Mink Street NW, a distance of 249.93 feet to a 5/8 inch bent iron rebar found in the line common to said 4.204 and 5 acre tracts;



**EXHIBIT A**

**PARCEL M44-WD**

**0.172 ACRE**

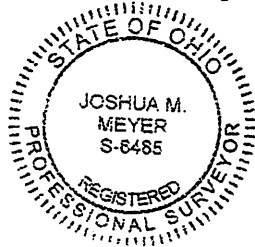
**-2-**

Thence North 86° 20' 55" West, with the line common to said 4.204 and 5 acre tracts, a distance of 31.92 feet to a magnetic nail set, the TRUE POINT OF BEGINNING, containing 0.172 acre, more or less, all of which is within Auditor's Parcel Number 037-111894-00.003 and all of which is within the present roadway occupied.

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, having a bearing of North 23° 36' 42" 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.

March 15, 2023

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:md  
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<b>PRE-APPROVAL</b>	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: BS	
DATE: 3/21/23	





**ORDINANCE O-32-2024**

**AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, DEBORAH TRIPP AND SHARON SMART, CO-TRUSTEES OF "THE CROSS KEYSTONE INHERITANCE TRUST," DATED FEBRUARY 2, 2011, OF THE PROPERTY LOCATED AT 4500 BEECH 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**

**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-22-2024 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, Deborah Tripp and Sharon Smart, Co-Trustees of "The Cross Keystone Inheritance Trust," Dated February 2, 2011, for the property located at 4500 Beech 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 G2-WD).
- B. 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 2 (Project Parcel G2-WD2).
- C. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel G2-T).
- D. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 4 (Project Parcel G2-U).

**Section 2.** That Council hereby fixes the value of all the interests appropriated at Fifty-one Thousand One Hundred Fifty-five Dollars (\$51,155.00), 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 \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

<b>Legislation dates:</b>	
Prepared:	09/20/2024
Introduced:	10/01/2024
Revised:	
Adopted:	
Effective:	

**EXHIBIT A**

**PARCEL G2-WD  
0.447 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 the Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 91.173 acre tract conveyed to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147 (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 cotton gin spike found at the northerly common corner of said Lot 25 and Lot 24 of said Quarter Township 2, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 2 and Township 3 of said Range 15;

Thence with said centerline, said common Township line, the following courses and distances:

North 86° 40' 15" West, a distance of 611.71 feet to a railroad spike found; and

North 86° 43' 12" West, a distance of 115.66 feet to a magnetic nail set at a northeasterly corner of said 91.173 acre tract, the northwesterly corner of that 1.286 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202103190008235, in the southerly line of that 1.004 acre tract conveyed to Mary E. Bullard Fee by deed of record in Instrument Number 201609210020485, the TRUE POINT OF BEGINNING;

Thence South 05° 18' 19" West, across said Green Chapel Road NW and with the line common to said 91.173 and 1.286 acre tracts (passing a 3/4 inch iron pipe found at a distance of 30.60 feet), a total distance of 40.03 feet to an iron pin set;

Thence across said 91.173 acre tract, the following courses and distances:

North 86° 43' 12" West, a distance of 343.05 feet to an iron pin set at a point of curvature; and

With the arc of a curve to the right, having a central angle of 17° 49' 43", a radius of 615.00 feet, an arc length of 191.37 feet, a chord bearing of North 77° 48' 20" West and chord distance of 190.60 feet to an iron pin set in the westerly line of said 91.173 acre tract, the easterly line of that 2.500 acre tract conveyed to Rusty Allen Smart and Brandi Lynnette Smart by deed of record in Instrument Number 202108120024279;

Thence North 00° 21' 20" East, across said Green Chapel Road NW and with the line common to said 91.173 and 2.500 acre tracts, a distance of 10.48 feet to a magnetic nail set at the northerly common corner thereof, in said centerline, said common Township line, the southerly line of that 0.783 acre tract conveyed as "Parcel Two" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131;

**EXHIBIT A**

**PARCEL G2-WD  
0.447 ACRE**

**-2-**

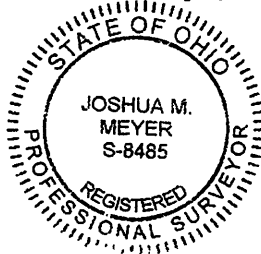
Thence South 86° 43' 12" East, with the northerly line of said 91.173 acre tract, said centerline, said common Township line, and the southerly lines of said 0.783 acre tract, that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686, that 2.076 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009808, and said 1.004 acre tract, a distance of 533.29 feet to the TRUE POINT OF BEGINNING, containing 0.447 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.000 and 0.113 acre of which is within the present roadway occupied.

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

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

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 South 86°43'12" 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, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Joshua M. Meyer*

March 12, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
G02-WD\_0\_447 ac 20220307-VS-BNDY.docx

<b>PRE-APPROVAL</b>	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JR</i>	
DATE: <i>03/25/2024</i>	



Evans, Mochwart, Hamblaton & Titon, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43064  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

# SURVEY OF ACREAGE PARCEL

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: August 6, 2024

Scale: N/A

Job No: 2022-0307

Sheet No: 2 of 2

**\*ROAD RIGHT OF WAY NOTE:**

The existing right-of-way width for Green Chapel Road NW 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 South 87°03'41" 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 performed in November and December, 2021, April, 2022, and March, 2024.

**REFERENCE:**

- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°03'41"E	54.71'
L2	S87°03'41"E	72.64'
L3	S00°21'20"W	20.02'
L4	N87°03'41"W	76.69'
L5	S59°41'16"W	18.24'
L6	N87°03'41"W	27.36'
L7	N59°41'16"E	54.71'



HIGHWAY EASEMENT  
 STATE OF OHIO,  
 FOR THE USE AND BENEFIT  
 OF THE DEPARTMENT OF  
 TRANSPORTATION  
 PARCEL 6-SH2  
 I.N. 202112300039710



HIGHWAY EASEMENT  
 STATE OF OHIO,  
 FOR THE USE AND BENEFIT  
 OF THE DEPARTMENT OF  
 TRANSPORTATION  
 PARCEL 9-SH  
 I.N. 202112300039708

Ordinance O-32-2024 - EXHIBIT 2



**EXHIBIT A**

**PARCEL G2-T  
0.019 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 25, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 91.173 acre tract conveyed to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147 (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 a northeasterly corner of said 91.173 acre tract, the northwesterly corner of that 2.000 acre tract conveyed to Bruce Smart and Sharon Smart by deed of record in Instrument Number 199905210021526, in the southerly line of that tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, the line common to said Township 2 and Township 3 of said Range 15;

Thence with a line common to said 91.173 and 2.000 acre tracts, the following courses and distances:

South 00° 21' 20" West, a distance of 20.02 feet to the TRUE POINT OF BEGINNING; and

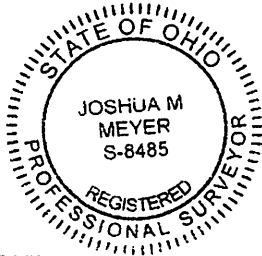
South 00° 21' 20" West, a distance of 10.01 feet to a point;

Thence across said 91.173 acre tract, the following courses and distances:

North 87° 03' 41" West, a distance of 92.39 feet to an angle point in the southeasterly right-of-way line of said Johnstown-Utica Road NW (U.S. Route 62), a northeasterly corner of that Highway Easement conveyed as Parcel 6-SH2 to State of Ohio, for the use and benefit of the Department of Transportation by document of record in Instrument Number 202112300039710;

North 59° 41' 16" East, a distance of 18.24 feet to a point; and

South 87° 03' 41" East, a distance of 76.69 feet to the TRUE POINT OF BEGINNING, containing 0.019 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  
Professional Surveyor No. 8485

4-9-2024

Date

JMM:djf  
G02-T\_0\_019 ac 20220307-VS-ESMT-TEMP.docx



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

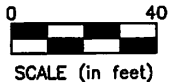
# TEMPORARY EASEMENT

## LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	April 9, 2024
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	1 of 1

1  
 HIGHWAY EASEMENT  
 STATE OF OHIO,  
 FOR THE USE AND BENEFIT  
 OF THE DEPARTMENT OF  
 TRANSPORTATION  
 PARCEL 6-SH2  
 I.N. 202112300039710

JOHNSTOWN - UTICA  
 ROAD NW (U.S.R. 62)  
 (WIDTH VARIES)



2  
 HIGHWAY EASEMENT  
 STATE OF OHIO,  
 FOR THE USE AND BENEFIT  
 OF THE DEPARTMENT OF  
 TRANSPORTATION  
 PARCEL 9-SH  
 I.N. 202112300039708

DEBORAH TRIPP AND SHARON SMART,  
 CO-TRUSTEES OR THEIR SUCCESSOR(S) AS  
 CO-TRUSTEES OF "THE CROSS KEYSTONE  
 INHERITANCE TRUST", DATED FEBRUARY 2, 2011  
 91.173 AC. (DEED)  
 I.N. 201104140007147  
 P.N. 037-111954-00.000

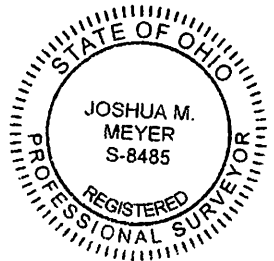
PARCEL G2-T  
 0.019 AC.

C. EDWARD VENARD  
 O.R. 320, P. 709

GREEN CHAPEL  
 ROAD NW (T.R. 63)

MONROE TWP.,  
 S.E. QTR., SEC. 25,  
 TWP. 3  
 JERSEY TWP., LOT 25,  
 QTR. TWP. 2, TWP. 2

BRUCE SMART  
 SHARON SMART  
 2.000 AC. (DEED)  
 I.N. 199905210021526



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

4-9-2024  
 Date

Ordinance O-32-2024 - EXHIBIT 3

J:\20220307\DWG\04SHEETS\EASEMENTS\002-T\_20220307-VS-ESMT-TEMP.DWG plotted by FERGUSON, DAVID on 4/9/2024 11:09:42 AM last saved by DFERGUSON on 4/9/2024 11:09:39 AM

**EXHIBIT A**

**PARCEL G2-U  
0.184 ACRE**

**EASEMENT**

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in the Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 91.173 acre tract conveyed to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147 (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 northeasterly corner of said 91.173 acre tract, the northwesterly corner of that 1.286 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202103190008235, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 2 and Township 3 of said Range 15;

Thence with a line common to said 91.173 and 1.286 acre tracts, the following courses and distances:

South 05° 18' 19" West, a distance of 40.03 feet to the TRUE POINT OF BEGINNING;  
and

South 05° 18' 19" West, a distance of 15.01 feet to a point;

Thence across said 91.173 acre tract, the following courses and distances:

North 86° 43' 12" West, a distance of 342.52 feet to a point of curvature; and

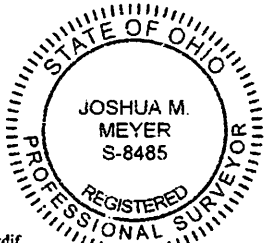
With the arc of a curve to the right, having a central angle of 17° 18' 45", a radius of 630.00 feet, an arc length of 190.36 feet, a chord bearing of North 78° 03' 49" West and chord distance of 189.64 feet to a point in a westerly line of said 91.173 acre tract, the easterly line of that 2.500 acre tract conveyed to Rusty Allen Smart and Brandi Lynnette Smart by deed of record in Instrument Number 202108120024279;

Thence North 00° 21' 20" East, with a line common to said 91.173 and 2.500 acre tracts, a distance of 16.01 feet to a point on the arc of a curve;

Thence across said 91.173 acre tract, the following courses and distances:

With the arc of a curve to the left, having a central angle of 17° 49' 43", a radius of 615.00 feet, an arc length of 191.37 feet, a chord bearing of South 77° 48' 20" East and chord distance of 190.60 feet to a point of tangency; and

South 86° 43' 12" East, a distance of 343.05 feet to the TRUE POINT OF BEGINNING, containing 0.184 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

March 18, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
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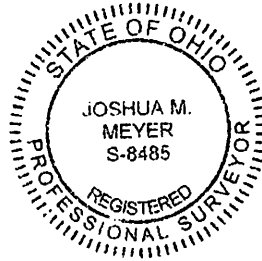
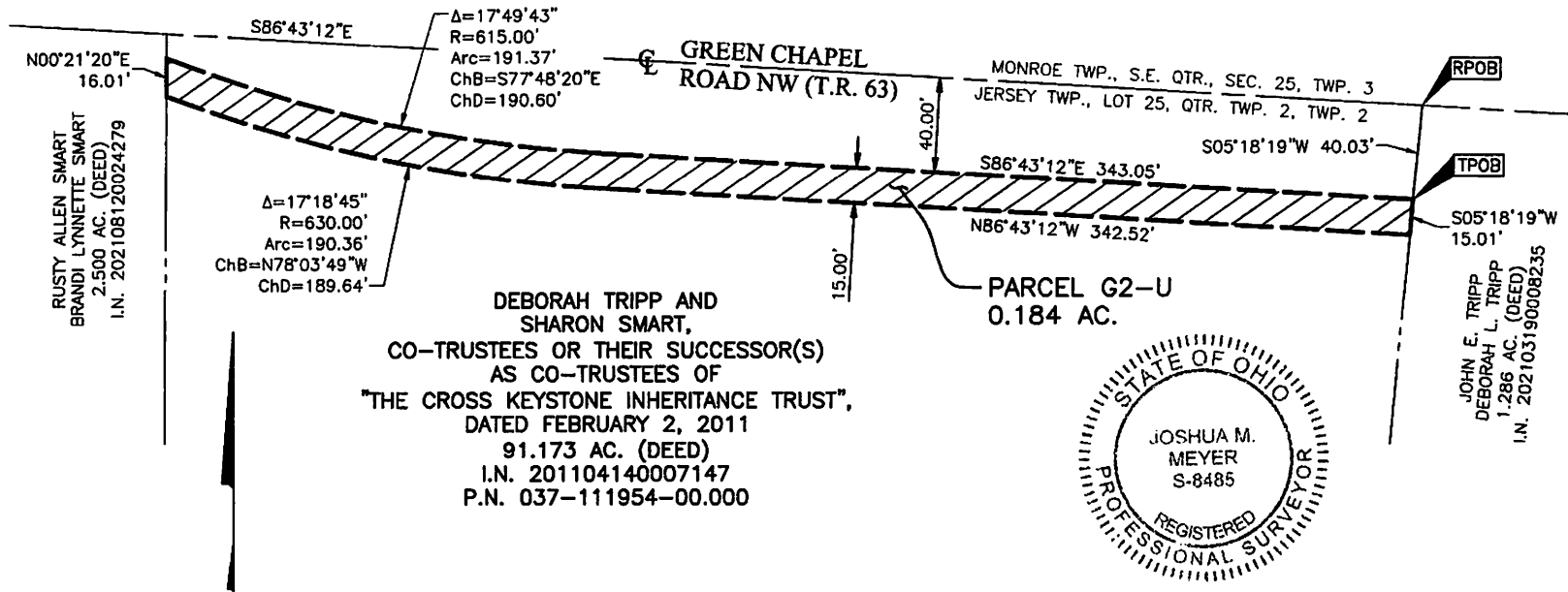


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 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

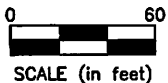
# EASEMENT

**LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO**

Date:	March 18, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



By Joshua M. Meyer 3-18-2024  
 Joshua M. Meyer Date  
 Professional Surveyor No. 8485  
 jmeyer@emht.com



Ordinance O-32-2024 - EXHIBIT 4

J:\20220307\DWG\04SHEETS\EASEMENTS\G02-U\_20220307-VS-EMT-UTIL.DWG plotted by FERGUSON, DAVID on 3/22/2024 1:59:12 PM last saved by DFERGUSON on 3/22/2024 1:59:04 PM



**ORDINANCE O-33-2024**

**AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, JOHN E. TRIPP AND DEBORAH L. TRIPP, OF THE PROPERTY LOCATED AT 13635 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**

**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-22-2024 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, John E. Tripp and Deborah L. Tripp, for the property located at 13635 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 G8-WD).
- B. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G8-U).

**Section 2.** That Council hereby fixes the value of all the interests appropriated at One Hundred Thousand Four Hundred Twenty-seven Dollars (\$100,427.00), 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 \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

**Legislation dates:**

Prepared: 09/20/2024

Introduced: 10/01/2024

Revised:

Adopted:

Effective:

**EXHIBIT A**

**PARCEL G8-WD  
0.267 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 25, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 1.286 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202103190008235 and that 0.351 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202311070020489 (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 cotton gin spike found at the northerly common corner of said Lot 25 and Lot 24 of said Quarter Township 2, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 2 and Township 3 of said Range 15;

Thence North 86° 40' 15" West, with said centerline, said common Township line, a distance of 436.97 feet to a magnetic nail set at the northeasterly corner of said 0.351 acre tract, a northwesterly corner of that 2.000 acre tract conveyed to Heather M. Hall by deed of record in Instrument Number 201302140004109, in the southerly line of that 1.670 acre tract conveyed to Benjamin Huber by deed of record in Instrument Number 202110280032963, the TRUE POINT OF BEGINNING;

Thence South 03° 08' 29" West, across said Green Chapel Road NW and with the line common to said 0.351 and 2.000 acre tracts (passing a 5/8 inch iron rebar capped "CWG" found at a distance of 30.04 feet), a total distance of 40.00 feet to an iron pin set;

Thence across said 0.351 and 1.286 acre tracts, the following courses and distances:

North 86° 40' 15" West, a distance of 174.84 feet to an iron pin set; and

North 86° 43' 12" West, a distance of 117.07 feet to an iron pin set in the westerly line of said 1.286 acre tract and an easterly line of that 91.173 acre tract conveyed to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147;

Thence North 05° 18' 19" East, with a line common to said 1.286 and 91.173 acre tracts and across said Green Chapel Road NW (passing a 3/4 inch iron pipe found at a distance of 9.43 feet), a total distance of 40.03 feet to a magnetic nail set at the northerly common corner thereof, in said centerline, said common Township line, the southerly line of that 1.004 acre tract conveyed to Mary E. Bullard Fee by deed of record in Instrument Number 201609210020485;

Thence South 86° 43' 12" East, with the northerly line of said 1.286 acre tract, said centerline, said common Township line, the southerly line of said 1.004 acre tract, a distance of 115.66 feet to a railroad spike found at the southerly common corner of said 1.004 acre tract and



**EXHIBIT A**

**PARCEL G8-WD  
0.267 ACRE**

-2-

that 1.66 acre tract conveyed to Jean K. Wright by deeds of record in Official Record 112, Page 875 and Instrument Number 201902140002825;

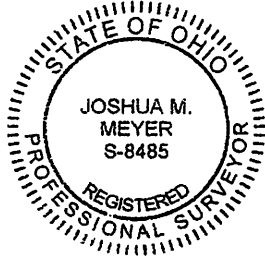
Thence South 86° 40' 15" East, with the northerly lines of said 1.286 and 0.351 acre tracts, said centerline, said common Township line, the southerly lines of said 1.66 and 1.670 acre tracts, a distance of 174.74 feet to the TRUE POINT OF BEGINNING, containing 0.267 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.004 and 0.060 acre of which is within the present roadway occupied.

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

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

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 South 86°40'15" 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, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

March 14, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
G08-WD\_0\_267 ac 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE:	03/25/2024

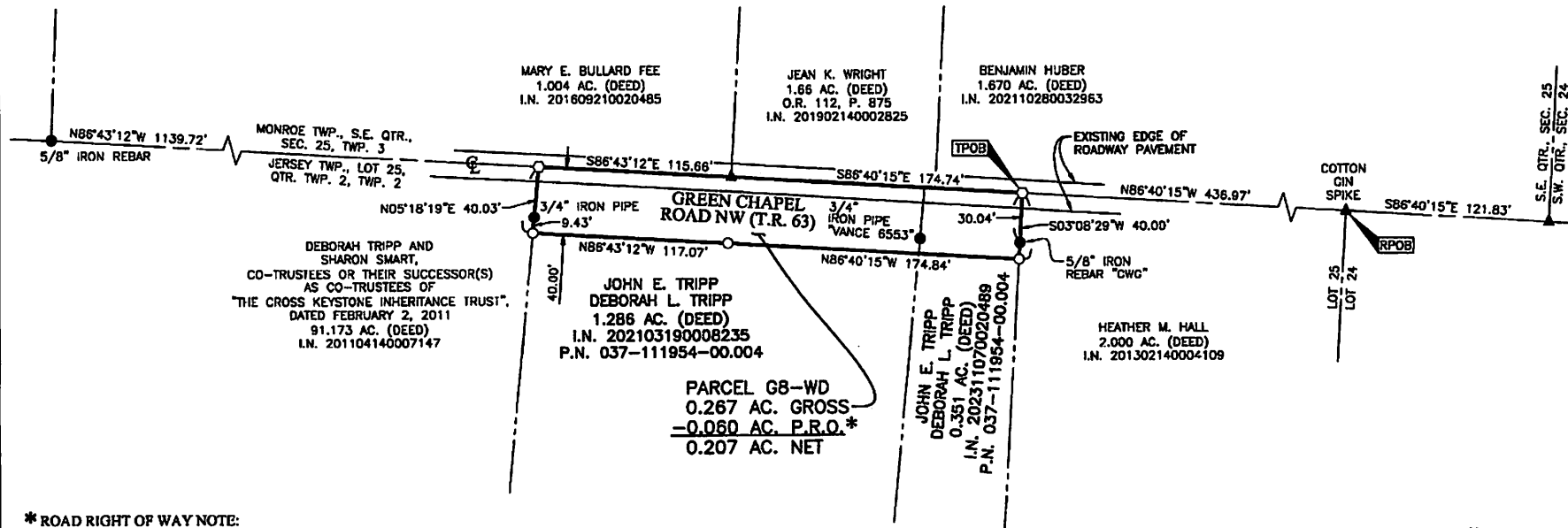


Evans, Mechwart, Hartzblon & Tolan, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 6500 New Albany Road, Columbus, OH 43224  
 Phone: 614.776.4250 Fax: 614.776.3446  
 emhit.com

# SURVEY OF ACREAGE PARCEL

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	March 14, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



**\* ROAD RIGHT OF WAY NOTE:**

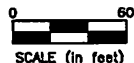
The existing right-of-way width for Green Chapel Road NW has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

**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 South 86°40'15" East, is designated the "basis of bearings" for this survey.

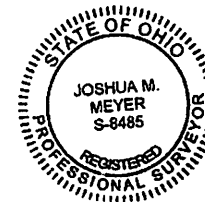
**SURVEY NOTE:**

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.



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

Iron Pins Set are 13/16" I.D. iron pipes  
 30" long with cap inscribed EMHIT INC.



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

3-14-2024  
 Date

Ordinance O-33-2024 - EXHIBIT 1

**EXHIBIT A**

**PARCEL G8-U  
0.101 ACRE**

**EASEMENT**

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in the Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 1.286 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202103190008235 and that 0.351 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202311070020489 (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 northeasterly corner of said 0.351 acre tract, the northwesterly corner of that 2.000 acre tract conveyed to Heather M. Hall by deed of record in Instrument Number 201302140004109, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 2 and Township 3 of said Range 15;

Thence with the line common to said 0.351 and 2.000 acre tracts, the following courses and distances:

South 03° 08' 29" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;  
and

South 03° 08' 29" West, a distance of 15.00 feet to a point;

Thence across said 0.351 and 1.286 acre tracts, the following courses and distances:

North 86° 40' 15" West, a distance of 174.88 feet to a point; and

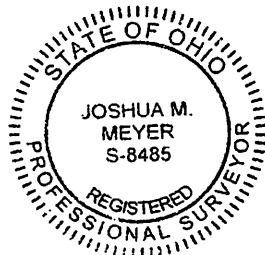
North 86° 43' 12" West, a distance of 117.60 feet to a point in the westerly line of said 1.286 acre tract, an easterly line of that 91.173 acre tract conveyed to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147;

Thence North 05° 18' 19" East, with a line common to said 1.286 and 91.173 acre tracts, a distance of 15.01 feet to a point;

Thence across said 1.286 and 0.351 acre tracts, the following courses and distances:

South 86° 43' 12" East, a distance of 117.07 feet to a point; and

South 86° 40' 15" East, a distance of 174.84 feet to the TRUE POINT OF BEGINNING, containing 0.101 acre, more or less.

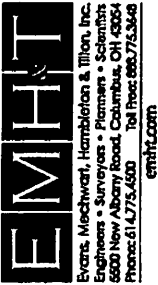


EVANS, MECHWART, HAMBLETON & TILTON, INC.

March 21, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

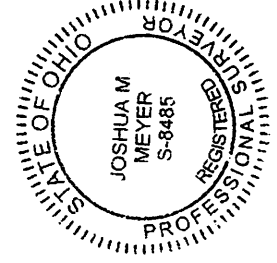
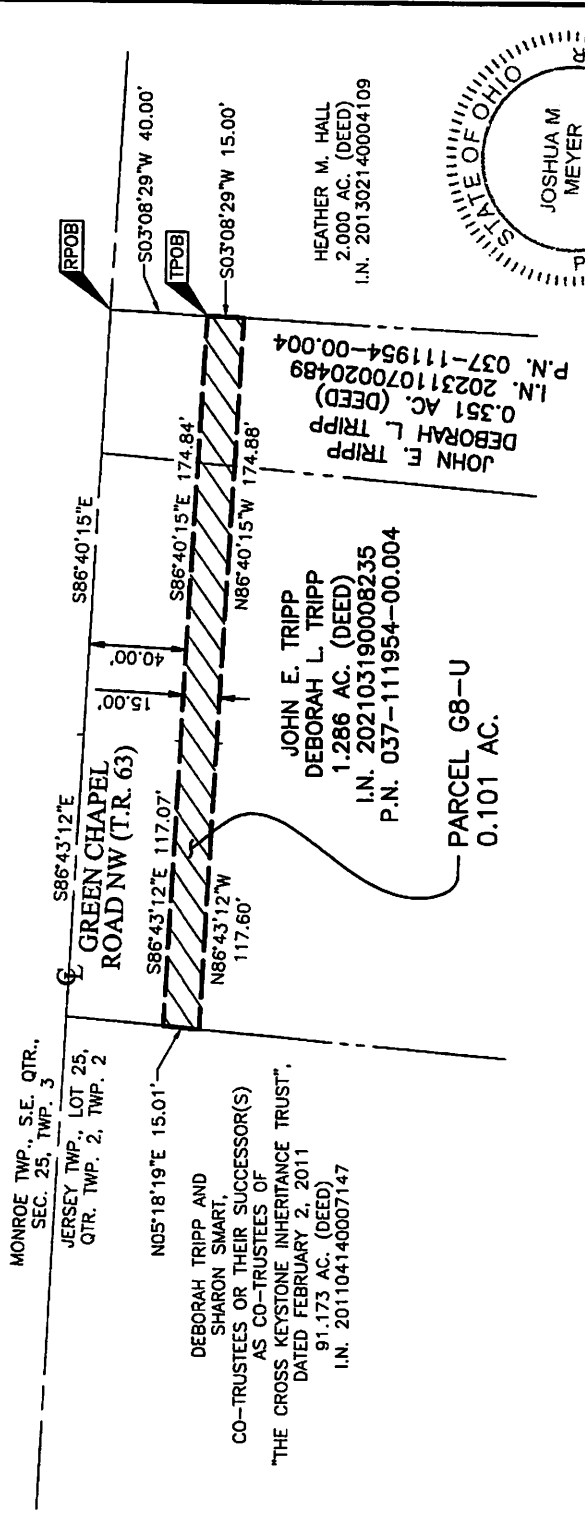
Date



# EASEMENT

## LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: March 21, 2024  
 Scale: 1" = 60'  
 Job No: 2022-0307  
 Sheet No: 1 of 1



By *Joshua M. Meyer* Date 3-21-2024  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com



C:\DATA\PROJECTS\2022\0307\060\ASSETS\EASEMENTS\G8-U\20220307-15-ESUR-UNL-OWNO.mxd by FERGUSON, DAVID on 3/21/2024 2:42:59 PM last saved by FERGUSON on 3/21/2024 2:42:59 PM



**ORDINANCE O-34-2024**

**AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNER, HEATHER M. HALL, N/K/A HEATHER M. MACIEJEWSKI, OF THE PROPERTY LOCATED AT 13601 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**

**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-22-2024 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 owner, Heather M. Hall, n/k/a Heather M. Maciejewski, for the property located at 13601 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 G11-WD).
- B. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G11-U).

**Section 2.** That Council hereby fixes the value of all the interests appropriated at Seventy Thousand Three Hundred Ninety-seven Dollars (\$70,397.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

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

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

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

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

**Section 7.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council, and that all deliberations of the Council and/or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

<b>Legislation dates:</b>	
Prepared:	09/20/2024
Introduced:	10/01/2024
Revised:	
Adopted:	
Effective:	

**EXHIBIT A**

**PARCEL G11-WD  
0.190 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 the Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 2.000 acre tract conveyed to Heather M. Hall by deed of record in Instrument Number 201302140004109 (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 cotton gin spike found at the northerly common corner of said Lot 25 and Lot 24 of said Quarter Township 2, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 2 and Township 3 of said Range 15;

Thence North 86° 40' 15" West, with said centerline, said common Township line, a distance of 229.97 feet to a magnetic nail set at the northeasterly corner of said 2.000 acre tract, the northwesterly corner of that 2.641 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005736, in the southerly line of that 5 acre tract conveyed to Kimberly S. Conrad, Trustee, or her Successor(s) as Trustee(s) of "The Parsley Preservation Trust, dated May 25, 2023", the TRUE POINT OF BEGINNING;

Thence South 03° 08' 29" West, across said Green Chapel Road NW and with the line common to said 2.000 and 2.641 acre tracts (passing a 5/8 inch iron rebar capped "CWG 7030" found at a distance of 30.04 feet), a total distance of 40.00 feet to an iron pin set;

Thence North 86° 40' 15" West, across said 2.000 acre tract, a distance of 207.00 feet to an iron pin set in the westerly line thereof, the easterly line of that 0.351 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202311070020489;

Thence North 03° 08' 29" East, with the line common to said 2.000 and 0.351 acre tracts and across said Green Chapel Road NW (passing a 5/8 inch iron rebar capped "CWG" found at a distance of 9.96 feet), a total distance of 40.00 feet to a magnetic nail set at the northerly common corner thereof, in said centerline, said common Township line, the southerly line of that 1.670 acre tract conveyed to Benjamin Huber by deed of record in Instrument Number 202110280032963;

Thence South 86° 40' 15" East, with the northerly line of said 2.000 acre tract, said centerline, said common Township line, and the southerly lines of said 1.670 acre Huber tract, that 1.670 acre tract conveyed to Bozena B. Blicharz and Dariusz Blicharz by deed of record in Instrument Number 200509210029697, and said 5 acre tract, a distance of 207.00 feet to the TRUE POINT OF BEGINNING, containing 0.190 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.003 and 0.045 acre of which is within the present roadway occupied.

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



**EXHIBIT A**

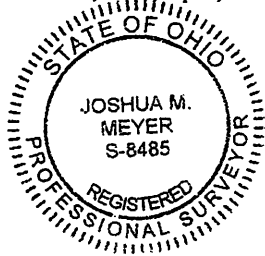
**PARCEL G11-WD  
0.190 ACRE**

-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 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 South 86°40'15" 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, April, 2022, and March 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Joshua M. Meyer*

March 12, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
G11-WD\_0\_190 ac 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JM</i>	
DATE: <i>03/23/2024</i>	

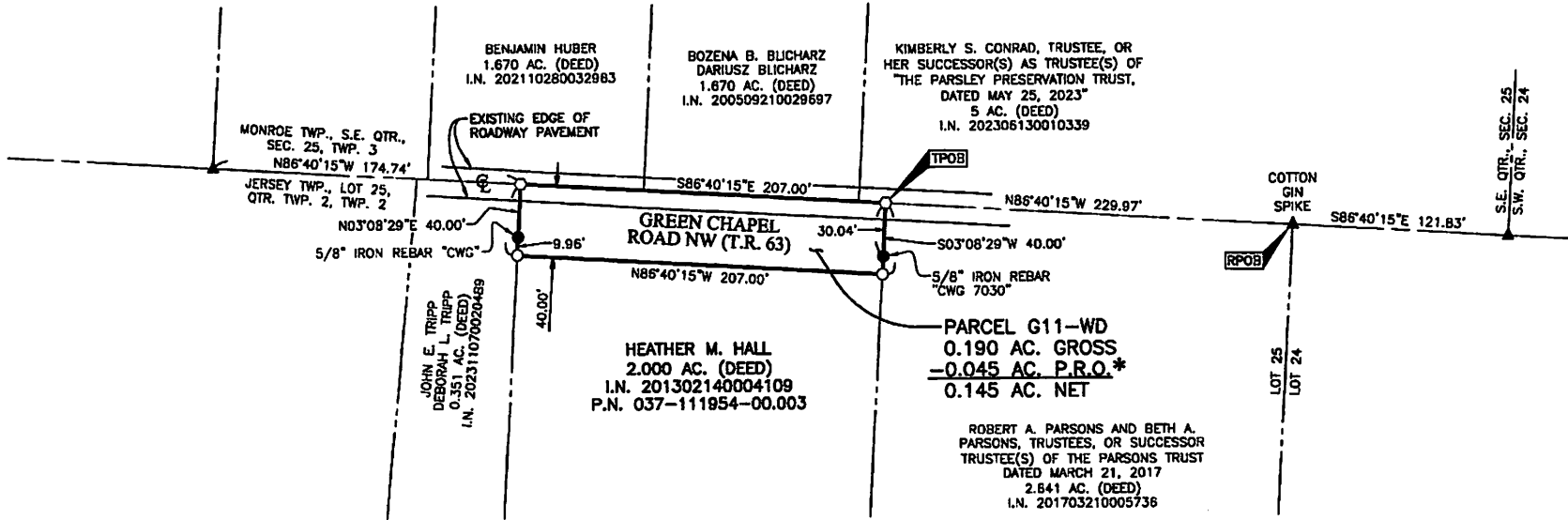


Evora, Mechwart, Hambleton & Thor, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43254  
 Phone: 614.778.4300 Fax: 614.778.3448  
 emht.com

# SURVEY OF ACREAGE PARCEL

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	March 12, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



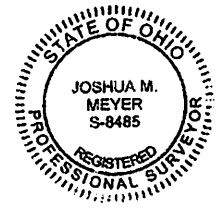
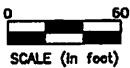
**\* ROAD RIGHT OF WAY NOTE:**  
 The existing right-of-way width for Green Chapel Road NW has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present 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 South 86°40'15" 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 performed in November and December, 2021, April, 2022, and March, 2024.

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

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



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

3-12-2024  
 Date

Ordinance O-34-2024 - EXHIBIT 1

**EXHIBIT A**

**PARCEL G11-U  
0.071 ACRE**

**EASEMENT**

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 2.000 acre tract conveyed to Heather M. Hall by deed of record in Instrument Number 201302140004109 (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 northeasterly corner of said 2.000 acre tract, the northwesterly corner of that 2.641 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005736, in the centerline of Green Chapel Road NW (Township Road 63), the line common to said Township 2 and Township 3 of said Range 15;

Thence with the line common to said 2.000 and 2.641 acre tracts, the following courses and distances:

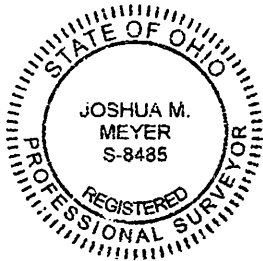
South 03° 08' 29" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;  
and

South 03° 08' 29" West, a distance of 15.00 feet to a point;

Thence North 86° 40' 15" West, across said 2.000 acre tract, a distance of 207.00 feet to a point in the westerly line of said 2.000 acre tract, the easterly line of that 0.351 acre tract conveyed to John E. Tripp and Deborah L. Tripp by deed of record in Instrument Number 202311070020489;

Thence North 03° 08' 29" East, with the line common to said 2.000 and 0.351 acre tracts, a distance of 15.00 feet to a point;

Thence South 86° 40' 15" East, across said 2.000 acre tract, a distance of 207.00 feet to the TRUE POINT OF BEGINNING, containing 0.071 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  
Professional Surveyor No. 8485

March 18, 2024

Date

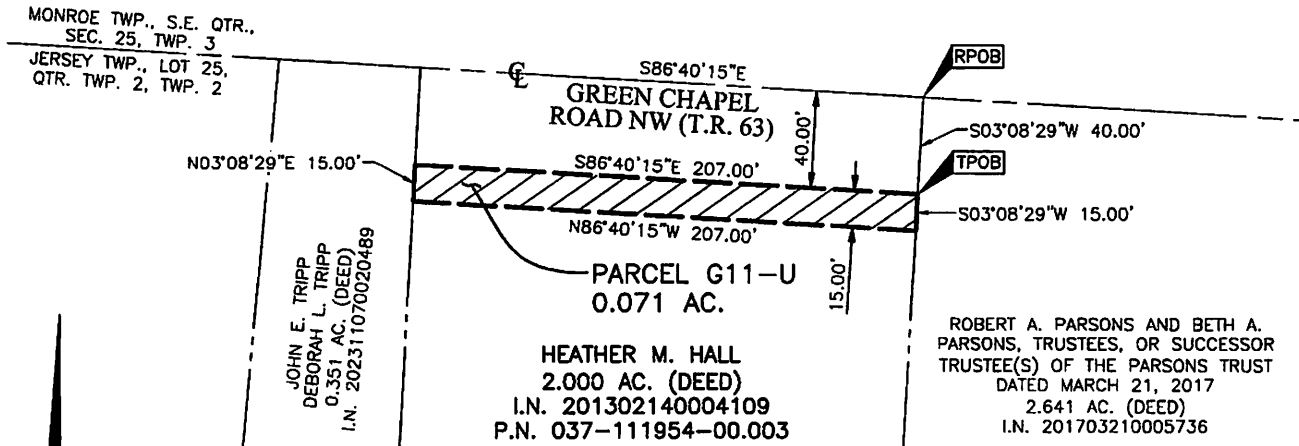
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G11-U\_0\_071 ac 20220307-VS-ESMT-UTIL.docx

**EMHT**  
 Evans, Mechwart, Hambleton & Tifton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43064  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

# EASEMENT

**LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO**

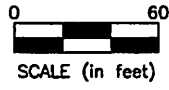
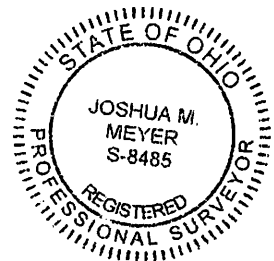
Date:	March 18, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



JOHN E. TRIPP  
 DEBORAH L. TRIPP  
 0.551 AC. (DEED)  
 I.N. 202311070020489

HEATHER M. HALL  
 2.000 AC. (DEED)  
 I.N. 201302140004109  
 P.N. 037-111954-00.003

ROBERT A. PARSONS AND BETH A.  
 PARSONS, TRUSTEES, OR SUCCESSOR  
 TRUSTEE(S) OF THE PARSONS TRUST  
 DATED MARCH 21, 2017  
 2.641 AC. (DEED)  
 I.N. 201703210005736



By Joshua M. Meyer Date 3-18-2024  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com

Ordinance O-34-2024 - EXHIBIT 1

J:\20220307\DWG\04SHEETS\EASEMENTS\G11-U\_20220307-46-ESMT-UTIL.DWG plotted by FERGUSON, DAVID on 3/15/2024 1:14:28 PM last saved by DFERGUSON on 3/15/2024 1:14:28 PM



**ORDINANCE O-35-2024**

**AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNER, BETH A. PARSONS, SUCCESSOR TRUSTEE OF THE PARSONS TRUST DATED MARCH 21, 2017, OF THE PROPERTY LOCATED AT 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**

**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-22-2024 and said Resolution was served according to law and return of service has been made; and

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

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

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

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

**Section 1.** The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owner, Beth A. Parsons, Successor Trustee of the Parsons Trust dated March 21, 2017, for the property located at 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 G14-WD).
- B. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 2 (Project Parcel G14-U).

**Section 2.** That Council hereby fixes the value of all the interests appropriated at Eighty-Eight Thousand, Four Hundred Sixty-Nine Dollars (\$88,469.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

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

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

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

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

**Section 7.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council, and that all deliberations of the Council and/or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

<b>Legislation dates:</b>	
Prepared:	09/20/2024
Introduced:	10/01/2024
Revised:	
Adopted:	
Effective:	

**EXHIBIT A**

**PARCEL G14-WD  
0.211 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 the Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 2.641 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005736 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING, at a cotton gin spike found in the centerline of Green Chapel Road NW (Township Road 63), at the northerly common corner of said 2.641 acre tract and that 10.003 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005737, the northerly common corner of said Lot 25 and Lot 24 of said Quarter Township 2, in the southerly line of that 5 acre tract conveyed to Kimberly S. Conrad, Trustee, or her successor(s) as Trustee(s) of "The Parsley Preservation Trust, dated May 25, 2023" by deed of record in Instrument Number 202306130010339, in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 03° 07' 45" West, across said Green Chapel Road NW and with the line common to said 2.641 and 10.003 acre tracts, the line common to said Lots 25 and 24, a distance of 40.00 feet to an iron pin set;

Thence North 86° 40' 15" West, across said 2.641 acre tract, a distance of 229.98 feet to an iron pin set in the westerly line of said 2.641 acre tract, the easterly line of that 2.000 acre tract conveyed to Heather M. Hall by deed of record in Instrument Number 201302140004109;

Thence North 03° 08' 29" East, across said Green Chapel Road NW and with the line common to said 2.641 and 2.000 acre tracts (passing a 5/8 inch iron rebar capped "CWG 7030" found at a distance of 9.96 feet), a total distance of 40.00 feet to a magnetic nail set at the northerly common corner thereof, in said centerline, said common Township line, the southerly line of said 5 acre tract;

Thence South 86° 40' 15" East, with the line common to said 2.641 and 5 acre tracts, said centerline, said common Township line, a distance of 229.97 feet to the POINT OF BEGINNING, containing 0.211 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.002 and 0.048 acre of which is within the present roadway occupied.

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

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



**EXHIBIT A**

**PARCEL G14-WD  
0.211 ACRE**

-2-

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 South 86°40'15" 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, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

March 12, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date /

JMM:djf  
G14-WD\_0\_211 ac 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE:	03/25/2024



**EXHIBIT A**

**PARCEL G14-U  
0.079 ACRE**

**EASEMENT**

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in the Lot 25, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 2.641 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005736 (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 northeasterly corner of said 2.641 acre tract, the northwesterly corner of that 10.003 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005737, the northerly common corner of said Lot 25 and Lot 24 of said Quarter Township 2, in the line common to said Township 2 and Township 3 of said Range 15;

Thence with the line common to said 2.641 and 10.003 acre tracts, the line common to said Lot 25 and Lot 24 of said Quarter Township 2, the following courses and distances:

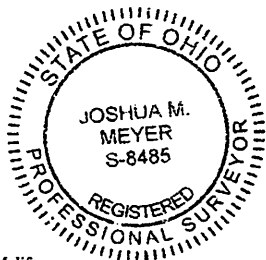
South 03° 07' 45" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;  
and

South 03° 07' 45" West, a distance of 15.00 feet to a point;

Thence North 86° 40' 15" West, across said 2.641 acre tract, a distance of 229.98 feet to a point in the westerly line of said 2.641 acre tract, the easterly line of that 2.000 acre tract conveyed to Heather M. Hall by deed of record in Instrument Number 201302140004109;

Thence North 03° 08' 29" East, with the line common to said 2.641 and 2.000 acre tracts, a distance of 15.00 feet to a point;

Thence South 86° 40' 15" East, across said 2.641 acre tract, a distance of 229.98 feet to the TRUE POINT OF BEGINNING, containing 0.079 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Joshua M. Meyer*

March 18, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
G14-U\_0\_079 ac 20220307-VS-ESMT-UTIL.docx

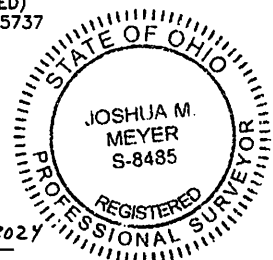
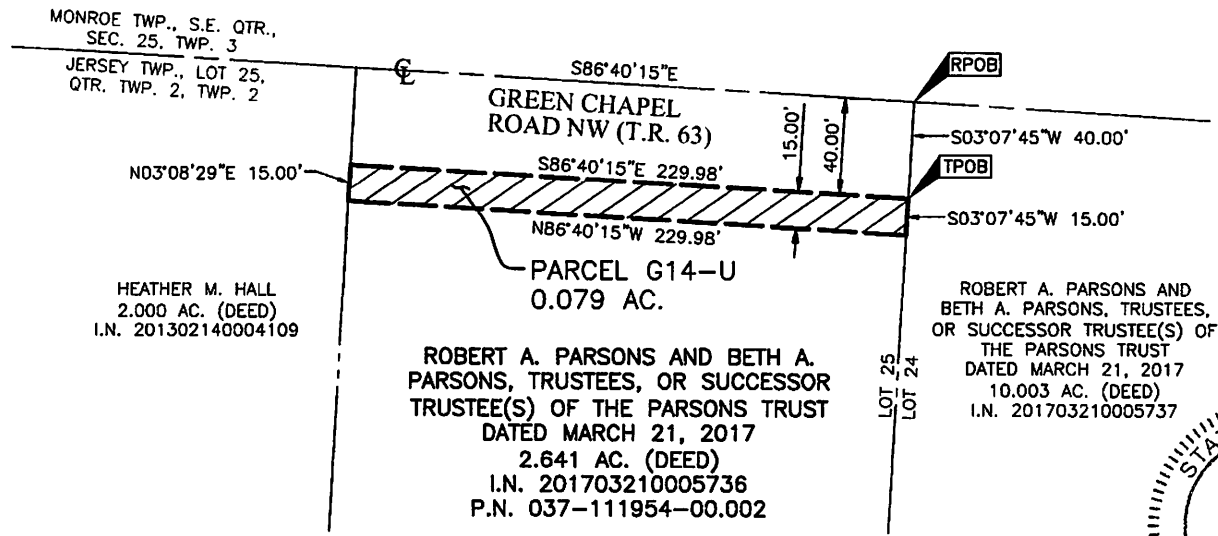


Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

# EASEMENT

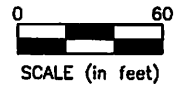
**LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO**

Date:	March 18, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



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

3-18-2024  
 Date



Ordinance O-35-2024 - EXHIBIT 2

J:\20220307\DWG\04SHEETS\EASEMENTS\014-U\_20220307-VS-ESMT-UTL.DWG plotted by FERGUSON, DAVID on 3/15/2024 1:25:41 PM last saved by DFERGUSON on 3/15/2024 1:25:34 PM



**ORDINANCE O-36-2024**

**AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNER, BETH A. PARSONS, SUCCESSOR TRUSTEE OF THE PARSONS TRUST DATED MARCH 21, 2017, OF THE PROPERTY LOCATED AT 13453 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**

**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-22-2024 and said Resolution was served according to law and return of service has been made; and

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

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

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

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

**Section 1.** The City determines the appropriation is necessary and directs that the appropriation proceed and the City appropriate the following property and easements from its owner, Beth A. Parsons, Successor Trustee of the Parsons Trust dated March 21, 2017, for the property located at 13453 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 G15-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 G15-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 G15-U).

**Section 2.** That Council hereby fixes the value of all the interests appropriated at One Hundred Nineteen Thousand Six Hundred Ten Dollars (\$119,610.00), including damages to residual lands, if any, which sum shall be deposited with the Licking County Common Pleas Court for the use and benefit of the owner of the property appropriated. Upon such deposit, the City of New Albany shall take possession of and enter upon the property pursuant to law.

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

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

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

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

**Section 7.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this legislation were adopted in an open meeting of the Council, and that all deliberations of the Council and/or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

<b>Legislation dates:</b>	
Prepared:	09/20/2024
Introduced:	10/01/2024
Revised:	
Adopted:	
Effective:	

**EXHIBIT A**

**PARCEL G15-WD  
0.482 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 the Lot 24, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 10.003 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005737 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING, at a cotton gin spike found in the centerline of Green Chapel Road NW (Township Road 63), at the northerly common corner of said 10.003 acre tract and that 2.641 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005736, the northerly common corner of said Lot 24 and Lot 25 of said Quarter Township 2, in the southerly line of that 5 acre tract conveyed to Kimberly S. Conrad, Trustee, or her successor(s) as Trustee(s) of "The Parsley Preservation Trust, dated May 25, 2023" by deed of record in Instrument Number 202306130010339, in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 86° 40' 15" East, with the northerly line of said 10.003 acre tract, said centerline, said common Township line, the southerly line of said 5 acre tract, a distance of 121.83 feet to a railroad spike found at the southeasterly corner of said 5 acre tract, the southwesterly corner of that 2.670 acre tract conveyed as Tract 1 to Dennis Lynn Piper by deed of record in Instrument Number 200106080020361, the southerly common corner of Sections 24 and 25 of said Township 3;

Thence South 86° 55' 56" East, with the northerly line of said 10.003 acre tract, said centerline, said common Township line, the southerly lines of said 2.670 acre Piper tract, that 2.670 acre tract conveyed as "First Tract" to BKPiper LLC by deed of record in Instrument Number 200802280004471, and that 2.670 acre tract conveyed as "Second Tract" to Hope E. Link and Matthew R. Link by deed of record in Instrument Number 201609260020850, a distance of 403.59 feet to a magnetic nail set at the northeasterly corner of said 10.003 acre tract, the northwesterly corner of that 24.4384 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202305250009182;

Thence South 03° 10' 48" West, across said Green Chapel Road NW and with the line common to said 10.003 and 24.4384 acre tracts (passing a 5/8 inch iron rebar found at a distance of 26.67 feet), a total distance of 40.00 feet to an iron pin set;

Thence across said 10.003 acre tract, the following courses and distances:

North 86° 55' 56" West, a distance of 403.60 feet to an iron pin set; and



**EXHIBIT A**

**PARCEL G15-WD  
0.482 ACRE**

-2-

North 86° 40' 15" West, a distance of 121.78 feet to an iron pin set in the westerly line of said 10.003 acre tract, the easterly line of said 2.641 acre tract, the line common to said Lots 24 and 25;

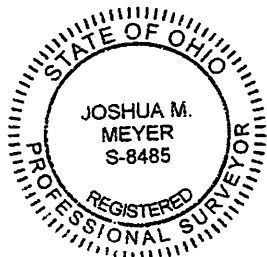
Thence North 03° 07' 45" East, with the line common to said 10.003 and 2.641 acre tracts, the line common to said Lots 24 and 25, and across said Green Chapel Road NW, a distance of 40.00 feet to the POINT OF BEGINNING, containing 0.482 acre, more or less, all of which is within Auditor's Parcel Number 037-111762-00.001 and 0.113 acre of which is within the present roadway occupied.

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

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

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 South 86°55'56" 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, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Josh M. Meyer*  
Joshua M. Meyer  
Professional Surveyor No. 8485

*March 21, 2024*  
Date

JMM:djf  
G15-WD\_0\_482 ac 20220307-VS-BNDY.docx

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JM</i>	
DATE: <i>03/25/2024</i>	



Evans, MacLennan, Hambleton & Thore, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 6320 New Albany Road, Columbus, OH 43254  
 Phone: 614.775.4320 Toll Free: 888.775.5448  
 emht.com

# SURVEY OF ACREAGE PARCEL

LOT 24, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

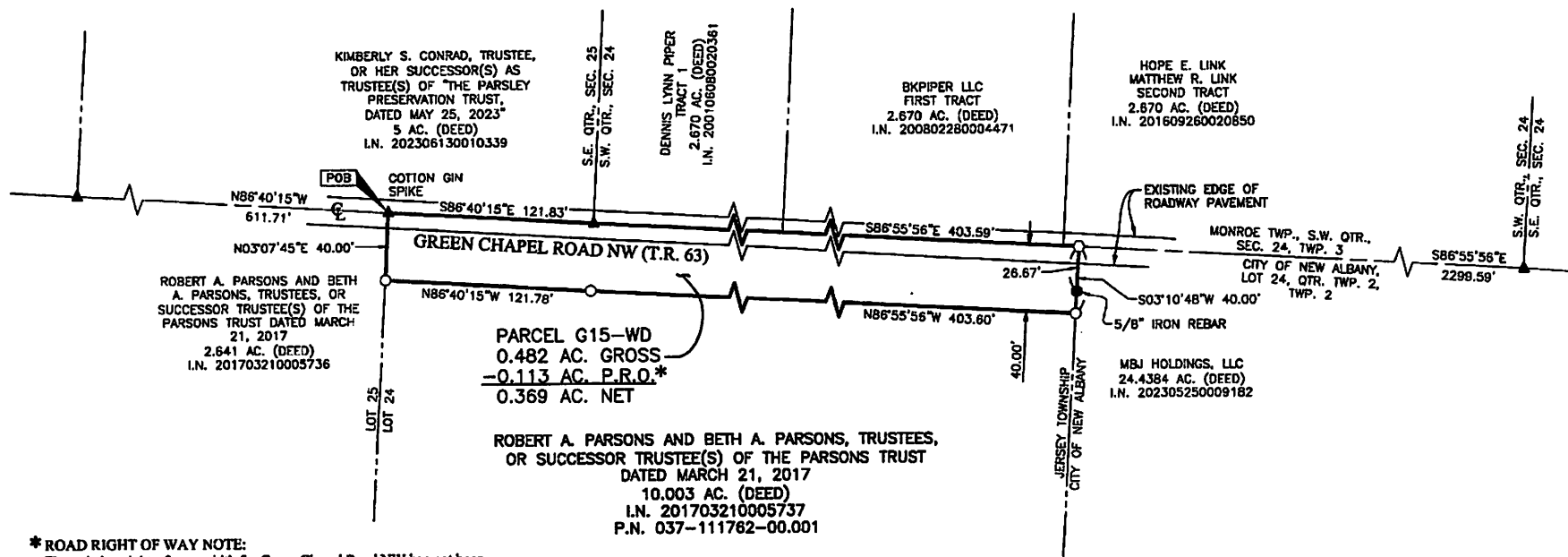
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: March 21, 2024

Scale: 1" = 60'

Job No: 2022-0307

Sheet No: 1 of 1



**\* ROAD RIGHT OF WAY NOTE:**

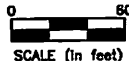
The existing right-of-way width for Green Chapel Road NW has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

**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 South 86°55'56" 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 performed in November and December, 2021, April, 2022, and March, 2024.



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

Iron Pins Set are 13/16" L.D. iron pipes 30" long with cap inscribed EMHT INC.



By Joshua M. Meyer 3-21-2024  
 Joshua M. Meyer Date  
 Professional Surveyor No. 8485  
 jmeyer@emht.com

Ordinance O-36-2024 - EXHIBIT 1

**EXHIBIT A**

**PARCEL G15-T  
0.006 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 24, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 10.003 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005737 (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 northeasterly corner of said 10.003 acre tract, the northwesterly corner of that 24.4384 acre tract conveyed to MBI Holdings, LLC by deed of record in Instrument Number 202305250009182, in the line common to said Township 2 and Township 3 of said Range 15;

Thence with the line common to said 10.003 and 24.4384 acre tracts, the following courses and distances:

South 03° 10' 48" West, a distance of 55.00 feet to the TRUE POINT OF BEGINNING;  
and

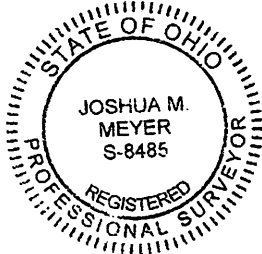
South 03° 10' 48" West, a distance of 8.00 feet to a point;

Thence across said 10.003 acre tract, the following courses and distances:

North 86° 55' 56" West, a distance of 33.41 feet to a point;

North 03° 04' 04" East, a distance of 8.00 feet to a point; and

South 86° 55' 56" East, a distance of 33.43 feet to the TRUE POINT OF BEGINNING, containing 0.006 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Joshua M. Meyer*

Joshua M. Meyer  
Professional Surveyor No. 8485

March 18, 2024

Date

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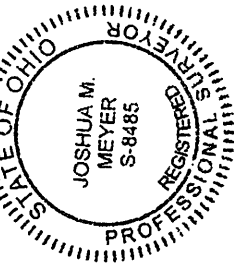
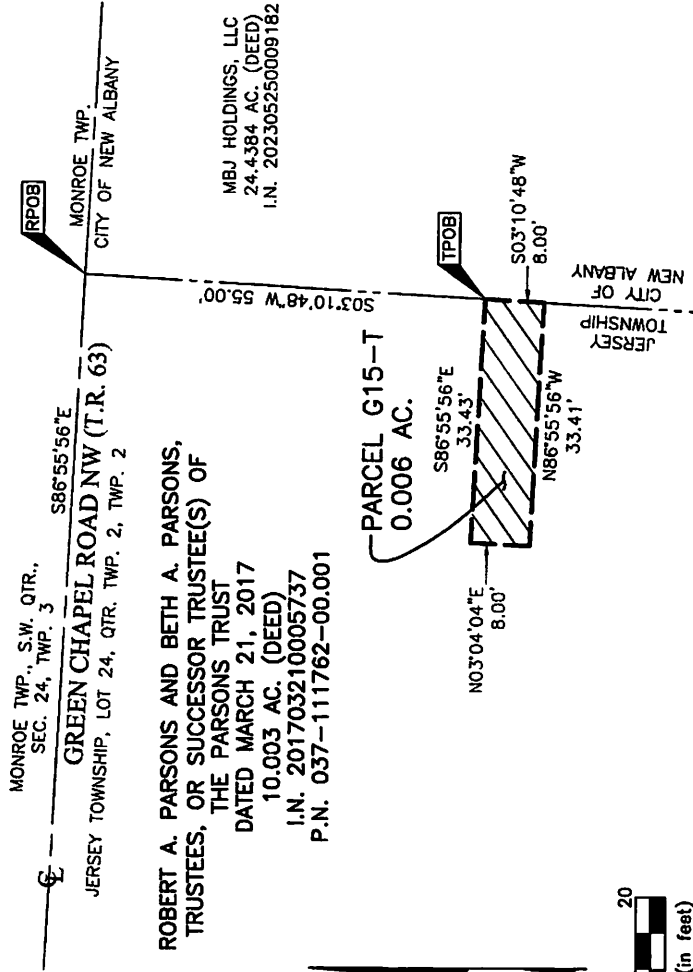


Evans, Mechwart, Hamilton & Tillon, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.3648  
 emht.com

# TEMPORARY EASEMENT

## LOT 24, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: March 18, 2024  
 Scale: 1" = 20'  
 Job No: 2022-0307  
 Sheet No: 1 of 1



By *Joshua M. Meyer* 3-18-2024 Date  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com



BY 20220307 (DWG) 04562573 (ASSESSMENTS) G15-T\_20220307-15-ESMT-UTL-LWE prepared by FERROUSON. DWGID on 3/15/2024 2:10:31 PM last saved by DFERRISSON on 3/15/2024 2:10:28 PM

**EXHIBIT A**

**PARCEL G15-U  
0.181 ACRE**

**EASEMENT**

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 24, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 10.003 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005737 (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 northwesterly corner of said 10.003 acre tract, the northeasterly corner of that 2.641 acre tract conveyed to Robert A. Parsons and Beth A. Parsons, Trustees, or Successor Trustee(s) of The Parsons Trust dated March 21, 2017 by deed of record in Instrument Number 201703210005736, the northerly common corner of said Lot 24 and Lot 25 of said Quarter Township 2, in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 03° 07' 45" West, with the line common to said 10.003 and 2.641 acre tracts, the line common to said Lots 24 and 25, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 10.003 acre tract, the following courses and distances:

South 86° 40' 15" East, a distance of 121.78 feet to a point; and

South 86° 55' 56" East, a distance of 403.60 feet to a point in the easterly line of said 10.003 acre tract, the westerly line of that 24.4384 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202305250009182;

Thence South 03° 10' 48" West, with the line common to said 10.003 and 24.4384 acre tracts, a distance of 15.00 feet to a point;

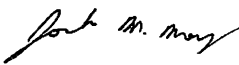
Thence across said 10.003 acre tract, the following courses and distances:

North 86° 55' 56" West, a distance of 403.61 feet to a point; and

North 86° 40' 15" West, a distance of 121.76 feet to a point in the line common to said 10.003 and 2.641 acre tracts, said common Lot line;

Thence North 03° 07' 45" East, with the line common to said 10.003 and 2.641 acre tracts, said common Lot line, a distance of 15.00 feet to the TRUE POINT OF BEGINNING, containing 0.181 acre, more or less.

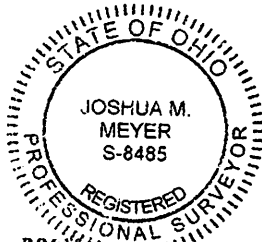
EVANS, MECHWART, HAMBLETON & TILTON, INC.



March 18, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date



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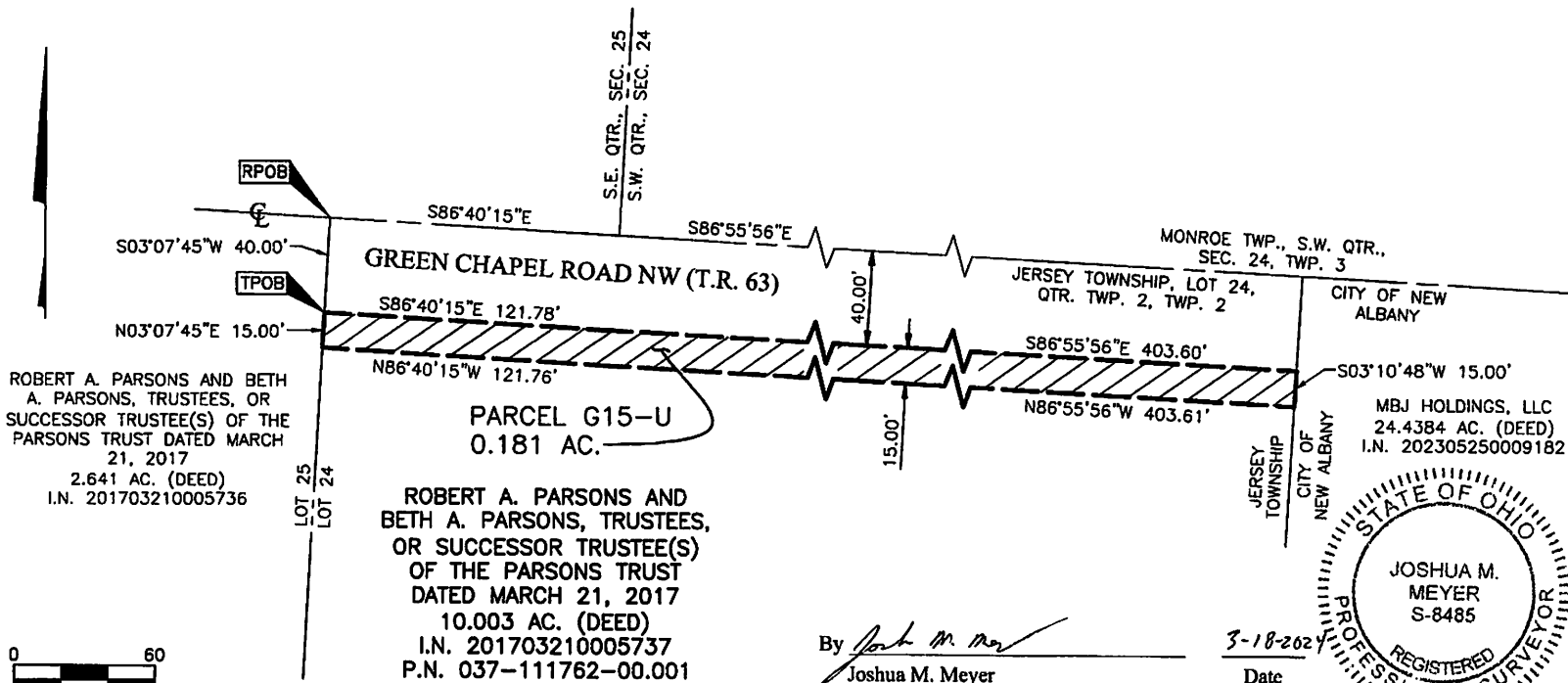


Evans, Mochwan, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

# EASEMENT

**LOT 24, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO**

Date:	March 18, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



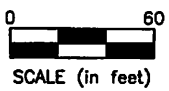
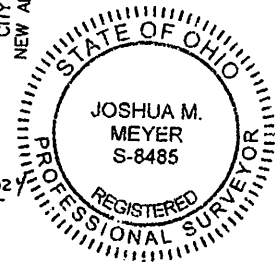
ROBERT A. PARSONS AND BETH A. PARSONS, TRUSTEES, OR SUCCESSOR TRUSTEE(S) OF THE PARSONS TRUST DATED MARCH 21, 2017  
 2.641 AC. (DEED)  
 I.N. 201703210005736

ROBERT A. PARSONS AND BETH A. PARSONS, TRUSTEES, OR SUCCESSOR TRUSTEE(S) OF THE PARSONS TRUST DATED MARCH 21, 2017  
 10.003 AC. (DEED)  
 I.N. 201703210005737  
 P.N. 037-111762-00.001

MBJ HOLDINGS, LLC  
 24.4384 AC. (DEED)  
 I.N. 202305250009182

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

3-18-2024  
 Date



Ordinance O-36-2024 - EXHIBIT 3



**ORDINANCE O-37-2024**

**AN ORDINANCE TO APPROPRIATE PROPERTY AND EASEMENTS FROM THE OWNERS, BEVERLY JEAN BUSH, SHARON LYNN HOUSER, *f/k/a* SHARON LYNN BUSH, LORI ELLEN BUSH AND CHERYL ANN BUSH, INDIVIDUALLY AND IN HER CAPACITY AS TRUSTEE OF "THE BUSH KEYSTONE INHERITANCE TRUST" DATED JANUARY 23, 2007, OF THE PROPERTY LOCATED AT 12685 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**

**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-36-2024 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, Beverly Jean Bush, Sharon Lynn Houser, *f/k/a* Sharon Lynn Bush, Lori Ellen Bush and Cheryl A. Bush, individually and as Trustee of “The Bush Keystone Inheritance Trust” dated January 23, 2007, for the property located at 12685 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 G26-WD1).
- B. 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 2 (Project Parcel G26-WD2).
- C. Temporary easement with continuing access to and from adjoining public roadway(s) in and to the premises described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 3 (Project Parcel G26-T1).
- D. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 4 (Project Parcel G26-S).
- E. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 5 (Project Parcel G26-U1).
- F. Permanent easement as described in the legal description and survey and on the terms and conditions attached hereto as Exhibit 6 (Project Parcel G26-U2).

**Section 2.** That Council hereby fixes the value of all the interests appropriated at Two Hundred Seventy-Six Thousand Four Hundred Forty-Six Dollars (\$276,446.00), 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 \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

**Legislation dates:**

Prepared: 09/20/2024  
Introduced: 10/01/2024  
Revised:  
Adopted:  
Effective:

<b>PRE-APPROVAL</b> LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	<i>[Signature]</i>
DATE:	3-14-24

**EXHIBIT A**

**PARCEL G26-WD1  
0.504 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, City of New Albany, lying in Lot 9, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 47.874 acre tract conveyed to Beverly Jean Bush, Cheryl Ann Bush, Sharon Lynn Bush, Lori Ellen Bush, Cheryl A. Bush, Trustee or her Successor(s) as Trustees of "The Bush Keystone Inheritance Trust" dated January 23, 2007 by deed of record in Instrument Numbers 200601310002957 and 201209100020565 (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 5/8 inch iron rebar found at the easterly centerline intersection of Green Chapel Road NW (Township Road 63) and Clover Valley Road NW (County Road 26) at the northerly common corner of Lot 9 and Lot 8 of said Quarter Township 2, in the line common to said Township 2 and Township 3 of said Range 15;

Thence North 87° 05' 47" West, with said Green Chapel Road NW centerline, said common Township line, a distance of 67.60 feet to a P.K. nail found at the westerly centerline intersection of said Green Chapel Road NW and Clover Valley Road NW, the southerly common corner of Sections 23 and 24 of said Township 3;

Thence North 86° 21' 26" West, with said Green Chapel Road NW centerline, said common Township line, a distance of 2227.22 feet to a magnetic nail set at a northeasterly corner of said 47.874 acre tract, the northwesterly corner of that 2.126 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 202205270013315, in the southerly line of that 11.980 acre tract conveyed to Stephen W. Smallsreed, Trustee of the Stephen W. Smallsreed Amended and Restated Revocable Trust dated May 19, 2022 by deed of record in Instrument Number 202207210017875, the TRUE POINT OF BEGINNING;

Thence South 03° 38' 34" West, across said Green Chapel Road NW and with the westerly line common to said 47.874 and 2.126 acre tracts (passing a 5/8 inch iron rebar capped "BLAINE 7830" found at a distance of 20.66 feet), a total distance of 40.00 feet to an iron pin set;

Thence across said 47.874 acre tract, the following courses and distances:

North 86° 21' 26" West, a distance of 482.15 feet to an iron pin set; and

North 86° 55' 56" West, a distance of 66.60 feet to an iron pin set in the westerly line thereof, the easterly line of that 50 acre tract conveyed to Daniel D. Potter, Trustees of The Daniel D. Potter Trust, u/d/t dtd January 17, 2022 by deed of record in Instrument Number 202203160006679;

Thence North 03° 38' 23" East, with the line common to said 47.874 and 50 acre tracts, and across said Green Chapel Road NW, a distance of 40.00 feet to a magnetic nail set at the northerly common corner thereof in said Green Chapel Road NW centerline, said common

**EXHIBIT A**

**PARCEL G26-WD1  
0.504 ACRE**

-2-

Township line, the southerly line of that 2.511 acre tract conveyed to Michael Smith by deed of record in Instrument Number 201307090017403;

Thence South 86° 55' 56" East, with the northerly line of said 47.874 acre tract, said centerline, said common Township, said southerly line, distance of 66.40 feet to a railroad spike found at the southeasterly corner of said 2.511 acre tract, the southwesterly corner of that 1.205 acre tract conveyed as Tract I to Jana L. Davis by deed of record in Instrument Number 200902200003338, the southerly common corner of the Southeast and Southwest Quarters of said Section 24;

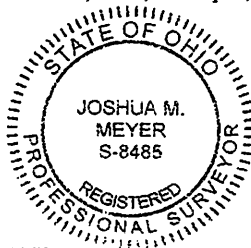
Thence South 86° 21' 26" East, with said northerly line, said centerline, said common Township line, and with the southerly lines of said 1.205 acre tract, that 4.709 acre tract conveyed as Tract II to Jana L. Davis by deed of record in Instrument Number 200902200003338 and said 11.980 acre tract, a distance of 482.35 feet to the TRUE POINT OF BEGINNING, containing 0.504 acre, more or less, all of which is within Auditor's Parcel Number 095-111480-00.000 and 0.115 acre of which is within the present roadway occupied.

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

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

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 South 86°21'26" 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.

March 11, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
G26-WD1\_0\_504 ac 20220307-VS-BNDY.docx



**EXHIBIT A**

**PARCEL G26-WD2  
0.600 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, City of New Albany, lying in Lot 9, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 47.874 acre tract conveyed to Beverly Jean Bush, Cheryl Ann Bush, Sharon Lynn Bush, Lori Ellen Bush, Cheryl A. Bush, Trustee or her Successor(s) as Trustees of "The Bush Keystone Inheritance Trust" dated January 23, 2007 by deed of record in Instrument Numbers 200601310002957 and 201209100020565 (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 5/8 inch iron rebar found at the easterly centerline intersection of Green Chapel Road NW (Township Road 63) and Clover Valley Road NW (County Road 26) at the northerly common corner of Lot 9 and Lot 8 of said Quarter Township 2, in the line common to said Township 2 and Township 3 of said Range 15;

Thence North 87° 05' 47" West, with said Green Chapel Road NW centerline, said common Township line, a distance of 67.60 feet to a P.K. nail found at the westerly centerline intersection of said Green Chapel Road NW and Clover Valley Road NW, the southerly common corner of Sections 23 and 24 of said Township 3;

Thence North 86° 21' 26" West, with said Green Chapel Road NW centerline, said common Township line, a distance of 1354.18 feet to a magnetic nail set at the northeasterly corner of said 47.874 acre tract, the northwesterly corner of that 4.012 acre tract conveyed as Parcel G40-WD to The City of New Albany, Ohio by deed of record in Instrument Number 202308160014794, in the southerly line of that 0.211 acre tract conveyed as Parcel G37-WD to City of New Albany, Ohio by deed of record in Instrument Number 202309260017633, the TRUE POINT OF BEGINNING;

Thence South 02° 56' 50" West, across said Green Chapel Road NW and with the line common to said 47.874 and 4.012 acre tracts, a distance of 40.00 feet to an iron pin set;

Thence North 86° 21' 26" West, across said 47.874 acre tract, a distance of 653.52 feet to an iron pin set in a westerly line thereof, the easterly line of that 2.126 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205270013315;

Thence North 03° 38' 34" East, with the easterly line common to said 47.874 and 2.126 acre tracts and across said Green Chapel Road NW (passing a 5/8 inch iron rebar capped "BLAINE 7830" found at a distance of 19.46 feet), a total distance of 40.00 feet to a magnetic nail set at the northerly common corner thereof, in said centerline, said common Township line, the southerly line of that 3.022 acre tract conveyed to William Humphrey and Tina Humphrey by deed of record in Instrument Number 202106280019384;

Thence South 86° 21' 26" East, with the northerly line of said 47.874 acre tract, said centerline, said common Township line, and the southerly lines of said 3.022 acre tract, that 8.020 acre tract conveyed to Daniel Hank Potter and Sarah M. Potter by deed of record in

**EXHIBIT A**

**PARCEL G26-WD2  
0.600 ACRE**

-2-

Instrument Number 201708210017554, that 12.636 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 202305040007792 and said 0.211 acre tract, a distance of 653.03 feet to the TRUE POINT OF BEGINNING, containing 0.600 acre, more or less, all of which is within Auditor's Parcel Number 095-111480-00.000 and 0.081 acre of which is within the present roadway occupied.

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

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

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 South 86°21'26" East, is designated the "basis of bearings" for this survey.

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



JMM:djf  
G26-WD2\_0\_600 ac 20220307-VS-BNDY.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  
Professional Surveyor No. 8485

March 13, 2024

Date

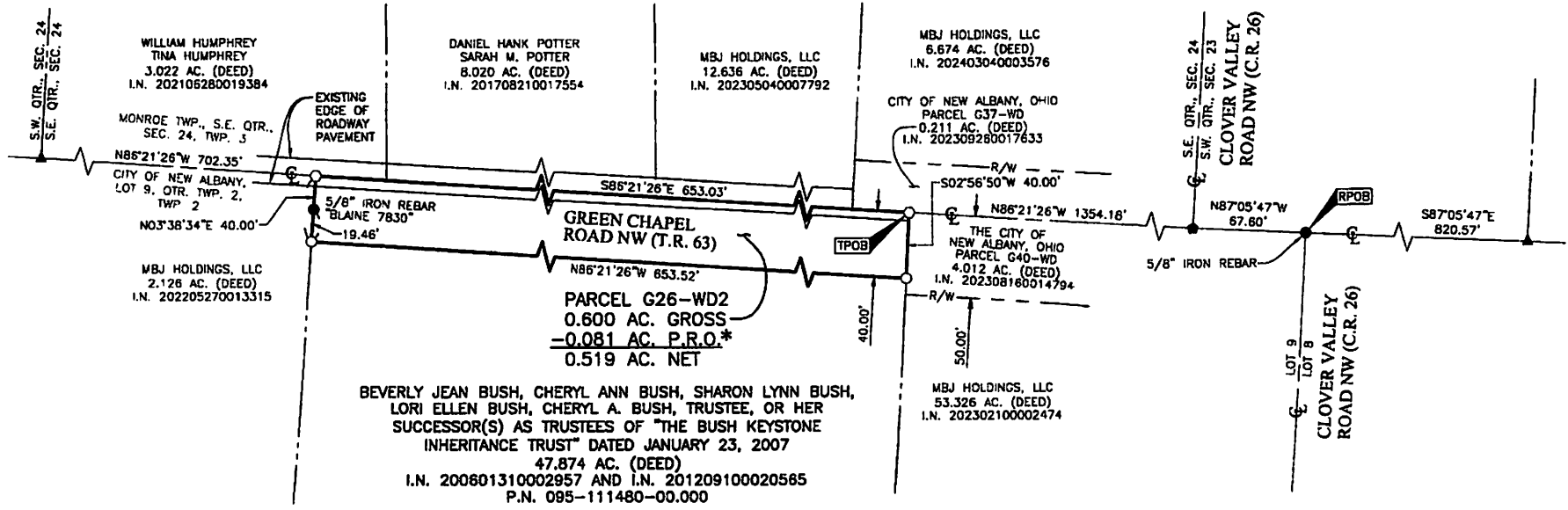
<b>PRE-APPROVAL</b>	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	BS
DATE:	3/13/24



# SURVEY OF ACREAGE PARCEL

LOT 9, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date:	March 13, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



**PARCEL G26-WD2**  
 0.600 AC. GROSS  
 -0.081 AC. P.R.O.\*  
 0.519 AC. NET

BEVERLY JEAN BUSH, CHERYL ANN BUSH, SHARON LYNN BUSH,  
 LORI ELLEN BUSH, CHERYL A. BUSH, TRUSTEE, OR HER  
 SUCCESSOR(S) AS TRUSTEES OF "THE BUSH KEYSTONE  
 INHERITANCE TRUST" DATED JANUARY 23, 2007  
 47.874 AC. (DEED)  
 I.N. 200601310002957 AND I.N. 201209100020585  
 P.N. 095-111480-00.000

**\* ROAD RIGHT OF WAY NOTE:**  
 The existing right-of-way width for Green Chapel Road NW 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 South 86°21'26" 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 performed in November and December, 2021 and April, 2022.

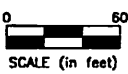
- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Monument Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

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



By *Joshua M. Meyer* 3-13-2024  
 Joshua M. Meyer Date  
 Professional Surveyor No. 8485  
 jmeyer@emht.com

Ordinance O-37-2024 - EXHIBIT 2



**EXHIBIT A**

**PARCEL G26-T1  
0.321 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, City of New Albany, lying in Lot 9, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 47.874 acre tract conveyed to Beverly Jean Bush, Cheryl Ann Bush, Sharon Lynn Bush, Lori Ellen Bush, Cheryl A. Bush, Trustee or her Successor(s) as Trustees of "The Bush Keystone Inheritance Trust" dated January 23, 2007 by deed of record in Instrument Numbers 200601310002957 and 201209100020565 (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 a northwesterly corner of said 47.874 acre tract, the northeasterly corner of that 2.126 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205270013315, in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 03° 38' 34" West, with the line common to said 47.874 and 2.126 acre tracts, a distance of 200.00 feet to the TRUE POINT OF BEGINNING;

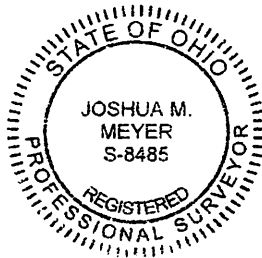
Thence across said 47.874 acre tract, the following courses and distances:

South 86° 21' 26" East, a distance of 350.00 feet to a point;

South 03° 38' 34" West, a distance of 40.00 feet to a point; and

North 86° 21' 26" West, a distance of 350.00 feet to a point in a westerly line of said 47.874 acre tract, the easterly line of said 2.126 acre tract;

Thence North 03° 38' 34" East, with a line common to said 47.874 and 2.126 acre tracts, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, containing 0.321 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Joshua M. Meyer*  
Joshua M. Meyer  
Professional Surveyor No. 8485

March 22, 2024

Date

JMM:djf  
G26-T1\_0\_321 ac 20220307-VS-ESMT-TEMP.docx



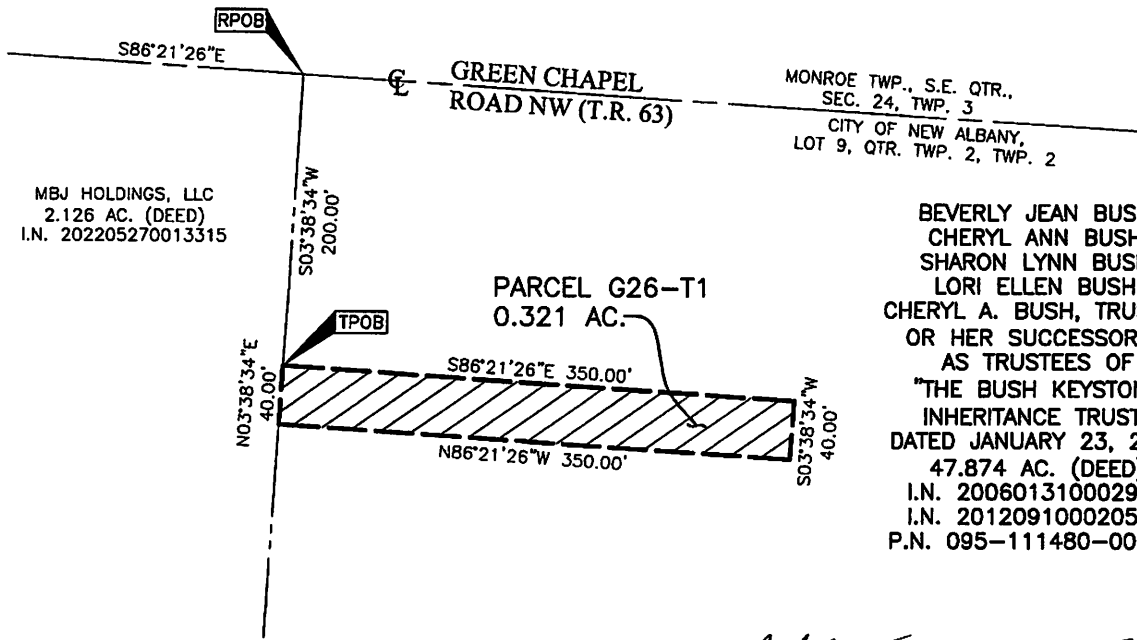


Evans, Mechwart, Hamblaton & Tillan, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 686.775.3648  
 emht.com

# TEMPORARY EASEMENT

LOT 9, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

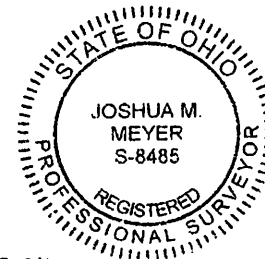
Date:	March 22, 2024
Scale:	1" = 100'
Job No:	2022-0307
Sheet No:	1 of 1



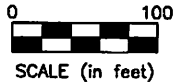
MBJ HOLDINGS, LLC  
 2.126 AC. (DEED)  
 I.N. 202205270013315

PARCEL G26-T1  
 0.321 AC.

BEVERLY JEAN BUSH,  
 CHERYL ANN BUSH,  
 SHARON LYNN BUSH,  
 LORI ELLEN BUSH,  
 CHERYL A. BUSH, TRUSTEE,  
 OR HER SUCCESSOR(S)  
 AS TRUSTEES OF  
 "THE BUSH KEYSTONE  
 INHERITANCE TRUST"  
 DATED JANUARY 23, 2007  
 47.874 AC. (DEED)  
 I.N. 200601310002957  
 I.N. 201209100020565  
 P.N. 095-111480-00.000



By Joshua M. Meyer 3-22-2024  
 Joshua M. Meyer Date  
 Professional Surveyor No. 8485  
 jmeyer@emht.com



Ordinance O-37-2024 - EXHIBIT 3

**EXHIBIT A**

**PARCEL G26-S  
1.083 ACRES**

**EASEMENT**

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Lot 9, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 47.874 acre tract conveyed to Beverly Jean Bush, Cheryl Ann Bush, Sharon Lynn Bush, Lori Ellen Bush, Cheryl A. Bush, Trustee or her Successor(s) as Trustees of "The Bush Keystone Inheritance Trust" dated January 23, 2007 by deed of record in Instrument Numbers 200601310002957 and 201209100020565 (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 a northwesterly corner of said 47.874 acre tract, the northeasterly corner of that 2.126 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205270013315, in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 03° 38' 34" West, with the line common to said 47.874 and 2.126 acre tracts, a distance of 100.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 47.874 acre tract, the following courses and distances:

South 86° 21' 26" East, a distance of 60.00 feet to a point;

North 45° 03' 09" East, a distance of 60.00 feet to a point;

South 86° 21' 26" East, a distance of 250.31 feet to a point;

South 03° 38' 34" West, a distance of 145.00 feet to a point; and

North 86° 21' 26" West, a distance of 350.00 feet to a point in a westerly line of said 47.874 acre tract, the easterly line of said 2.126 acre tract;

Thence North 03° 38' 34" East, with a line common to said 47.874 and 2.126 acre tracts, a distance of 100.00 feet to the TRUE POINT OF BEGINNING, containing 1.083 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  
Professional Surveyor No. 8485

Apr. 16, 2024

Date

JMM:djf  
G26-S\_1\_083 ac 20220307-VS-ESMT-DRAN.docx

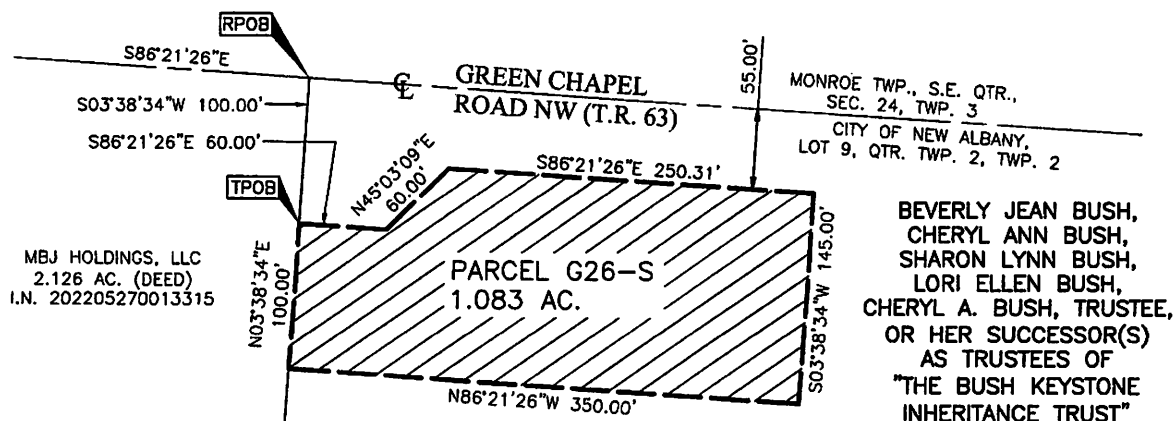


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# EASEMENT

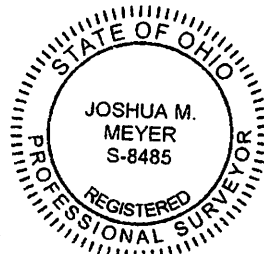
LOT 9, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date:	April 16, 2024
Scale:	1" = 100'
Job No:	2022-0307
Sheet No:	1 of 1

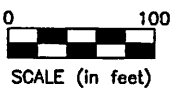


MBJ HOLDINGS, LLC  
 2.126 AC. (DEED)  
 I.N. 202205270013315

BEVERLY JEAN BUSH,  
 CHERYL ANN BUSH,  
 SHARON LYNN BUSH,  
 LORI ELLEN BUSH,  
 CHERYL A. BUSH, TRUSTEE,  
 OR HER SUCCESSOR(S)  
 AS TRUSTEES OF  
 "THE BUSH KEYSTONE  
 INHERITANCE TRUST"  
 DATED JANUARY 23, 2007  
 47.874 AC. (DEED)  
 I.N. 200601310002957  
 I.N. 201209100020565  
 P.N. 095-111480-00.000



By Joshua M. Meyer Date 4-16-2024  
 Joshua M. Meyer Professional Surveyor No. 8485  
 jmeyer@emht.com



Ordinance O-37-2024 - EXHIBIT 4

\\CMHDATA01\PROJECT01\20220307\DWG\04SHEETS\EASEMENTS\G26-S\_20220307-VS-ESMT-DRAW.DWG plotted by FERUGSON, DAVID on 4/16/2024 4:46:32 PM last saved by DFERUGSON on 4/16/2024 4:46:29 PM

**EXHIBIT A**

**PARCEL G26-U1  
0.189 ACRE**

**EASEMENT**

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Lot 9, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 47.874 acre tract conveyed to Beverly Jean Bush, Cheryl Ann Bush, Sharon Lynn Bush, Lori Ellen Bush, Cheryl A. Bush, Trustee or her Successor(s) as Trustees of "The Bush Keystone Inheritance Trust" dated January 23, 2007 by deed of record in Instrument Numbers 200601310002957 and 201209100020565 (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 a northeasterly corner of said 47.874 acre tract, the northwesterly corner of that 2.126 acre tract conveyed to MJB Holdings, LLC by deed of record in Instrument Number 202205270013315, in the line common to said Township 2 and Township 3 of said Range 15;

Thence with the line common to said 47.874 and 2.126 acre tracts, the following courses and distances:

South 03° 38' 34" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;  
and

South 03° 38' 34" West, a distance of 15.00 feet to a point;

Thence across said 47.874 acre tract, the following courses and distances:

North 86° 21' 26" West, a distance of 482.07 feet to a point; and

North 86° 55' 56" West, a distance of 66.68 feet to a point in the westerly line of said 47.874 acre tract, the easterly line of that 50 acre tract conveyed to Daniel D. Potter, Trustees of The Daniel D. Potter Trust, w/d/t dtd January 17, 2022 by deed of record in Instrument Number 202203160006679;

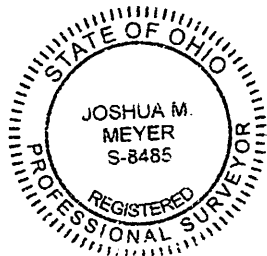
Thence North 03° 38' 23" East, with the line common to said 47.874 and 50 acre tracts, a distance of 15.00 feet to a point;

Thence across said 47.874 acre tract, the following courses and distances:

South 86° 55' 56" East, a distance of 66.60 feet to a point; and

South 86° 21' 26" East, a distance of 482.15 feet to the TRUE POINT OF BEGINNING, containing 0.189 acre, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



*Joshua M. Meyer*

Joshua M. Meyer  
Professional Surveyor No. 8485

*March 22, 2024*

Date

JMM:djf  
G26-U1\_0\_189 ac 20220307-VS-ESMT-UTIL.docx

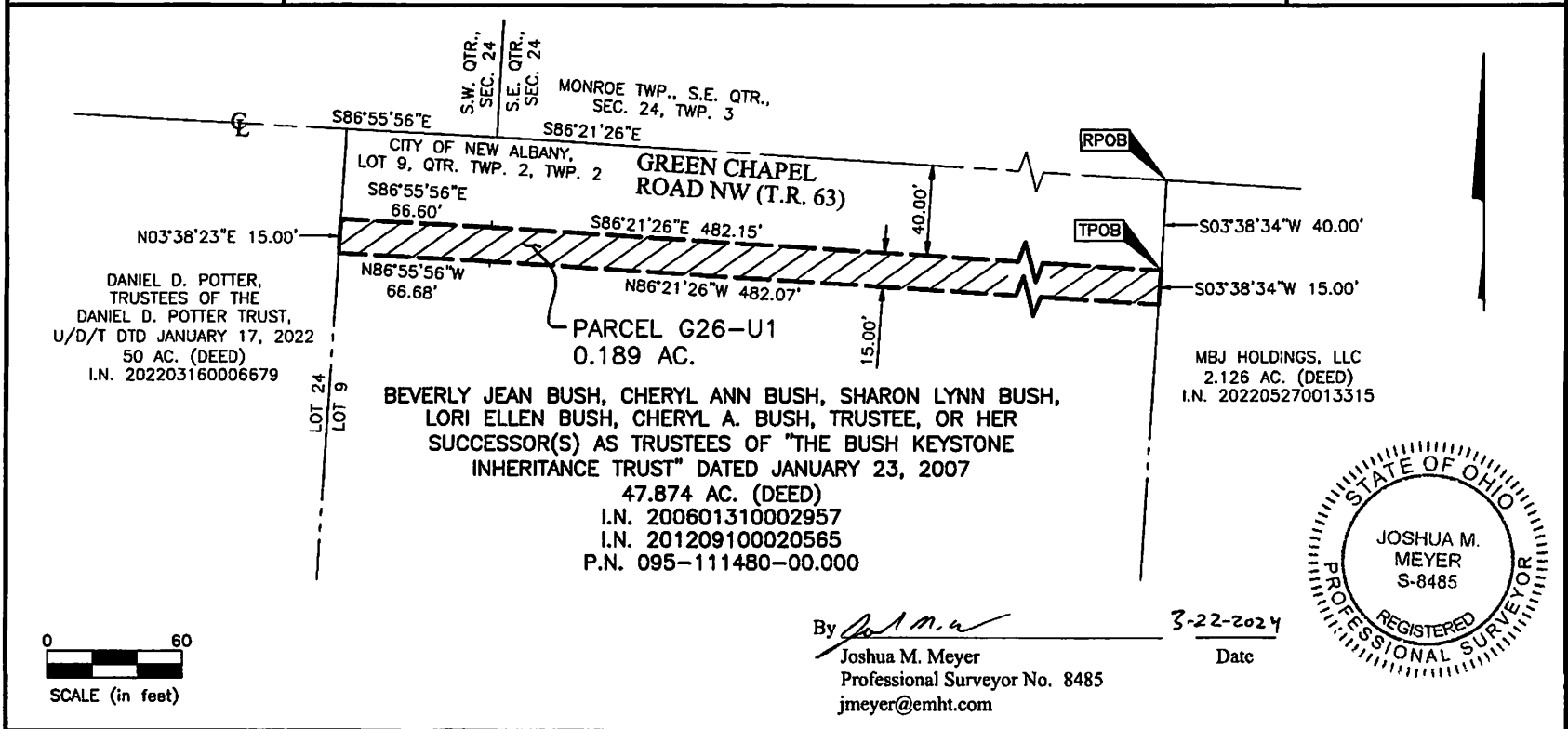


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 emht.com

# EASEMENT

LOT 9, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date:	March 22, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



Ordinance O-37-2024 - EXHIBIT 5

**EXHIBIT A**

**PARCEL G26-U2  
0.308 ACRE**

**EASEMENT**

Situated in the State of Ohio, County of Licking, City of New Albany, lying in Lot 9, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 47.874 acre tract conveyed to Beverly Jean Bush, Cheryl Ann Bush, Sharon Lynn Bush, Lori Ellen Bush, Cheryl A. Bush, Trustee or her Successor(s) as Trustees of "The Bush Keystone Inheritance Trust" dated January 23, 2007 by deed of record in Instrument Numbers 200601310002957 and 201209100020565 (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 a northwesterly corner of said 47.874 acre tract, the northeasterly corner of that 2.126 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202205270013315, in the line common to said Township 2 and Township 3 of said Range 15;

Thence South 03° 38' 34" West, with the line common to said 47.874 and 2.126 acre tracts, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

Thence South 86° 21' 26" East, across said 47.874 acre tract, a distance of 653.52 feet to a point in the easterly line thereof, the westerly line of that 4.012 acre tract conveyed as Parcel G40-WD to The City of New Albany, Ohio by deed of record in Instrument Number 202308160014794;

Thence South 02° 56' 50" West, with the easterly line of said 47.874 acre tract, the westerly line of said 4.012 acre tract and the westerly line of that 53.326 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202302100002474, a distance of 15.00 feet to a point;

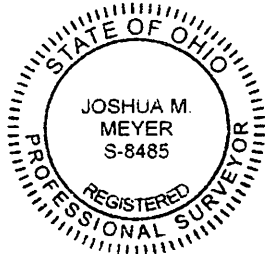
Thence across said 47.874 acre tract, the following courses and distances:

North 86° 21' 26" West, a distance of 554.01 feet to a point;

South 45° 03' 09" West, a distance of 60.00 feet to a point; and

North 86° 21' 26" West, a distance of 60.00 feet to a point in a westerly line of said 47.874 acre tract, the easterly line of said 2.126 acre tract;

Thence North 03° 38' 34" East, with a line common to said 47.874 and 2.126 acre tracts, a distance of 60.00 feet to the TRUE POINT OF BEGINNING, containing 0.308 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  
Professional Surveyor No. 8485

July 15, 2024

Date

JMM:djf  
G26-U2\_0\_308 ac 20220307-VS-ESMT-UTIL.docx

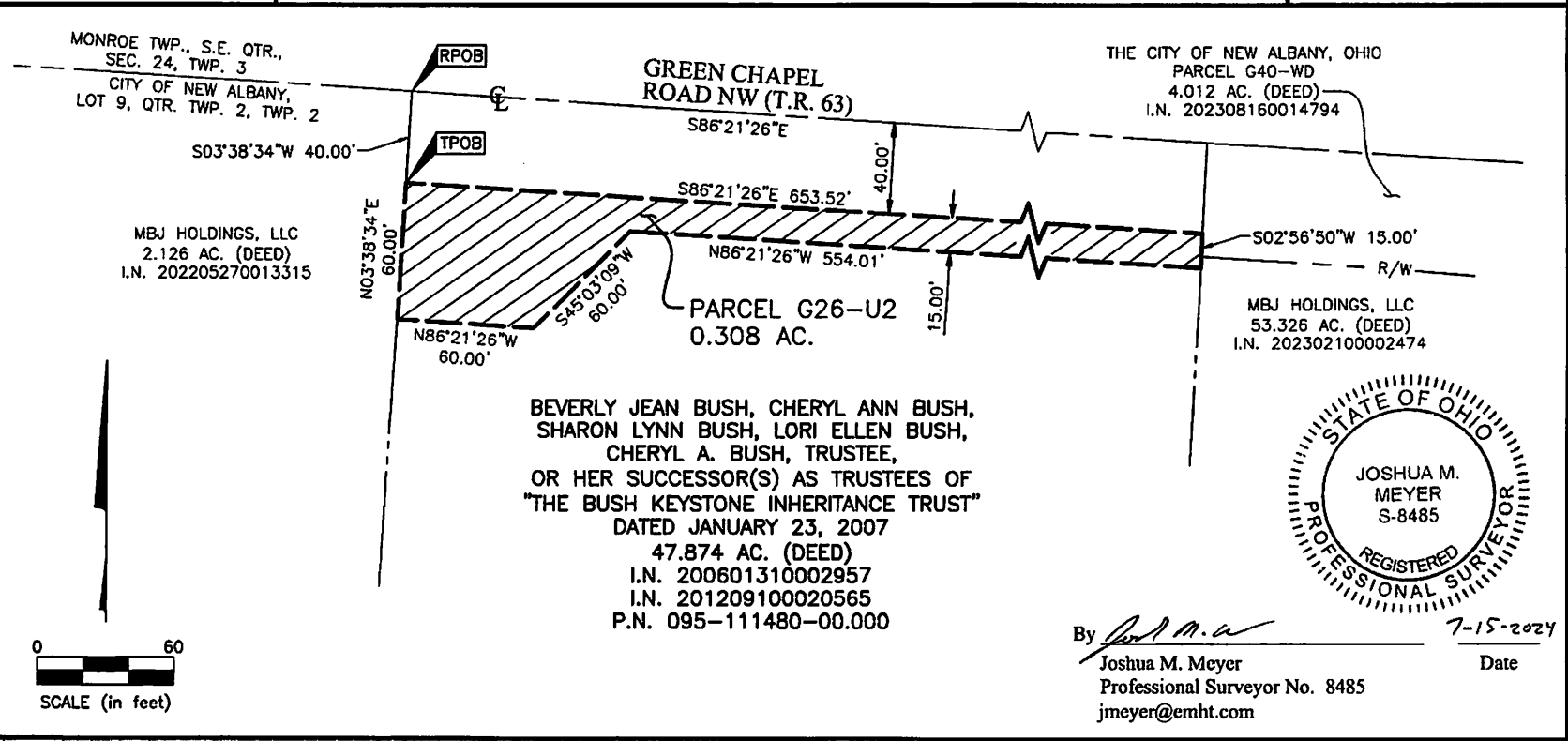


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 5500 New Albany Road, Columbus, OH 43054  
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 emht.com

# EASEMENT

**LOT 9, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO**

Date:	July 15, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1



Ordinance O-37-2024 - EXHIBIT 6

J:\20220307\DWG\04SHEETS\EASEMENTS\G26-U2\_20220307-V3-ESMT-UTIL.DWG plotted by FERGUSON, DAVID on 7/15/2024 9:55:50 AM last saved by DFERGUSON on 7/15/2024 9:55:47 AM



**RESOLUTION R-43-2024**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE FOR OFFICE SPACE AT 7815 WALTON PARKWAY**

**WHEREAS**, the growth of the city and the success of its economic development program have created a need for more office space for city employees; and

**WHEREAS**, in order to maintain a high level of customer service and provide office space for an expanding city workforce, the city wishes to move one or more city departments to a satellite location within New Albany; and

**WHEREAS**, the city has located 16,468+/- square feet of office space at 7815 Walton Parkway and has engaged the firm WSA Architects to provide architectural services related to the renovation of the space; and

**WHEREAS**, the city has negotiated a lease with the landlord.

**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.** The city manager is hereby authorized and directed to execute a lease to occupy approximately 16,468+/- square feet of space at 7815 Walton Parkway attached hereto as 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 121.22 of the Ohio Revised Code.

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

**CERTIFIED AS ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



**Attest:**

---

Sloan T. Spalding  
Mayor

---

Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

---

Benjamin S. Albrecht  
Law Director

<p><b>Legislation dates:</b> Prepared: 09/19/2024 Introduced: 10/01/2024 Revised: Adopted: Effective:</p>
---

**Exhibit A – R-43-2024**

**OFFICE LEASE AGREEMENT**

**BETWEEN**

**WATERS EDGE AT NEW ALBANY LLC  
(Landlord)**

**AND**

**CITY OF NEW ALBANY  
(Tenant)**

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**EXHIBIT A - LEGAL DESCRIPTION OF REAL PROPERTY**

**EXHIBIT B - DEPICTION OF LEASED PREMISES**

**EXHIBIT C - RULES AND REGULATIONS**

## OFFICE LEASE AGREEMENT

This Office Lease Agreement (“Lease”) is made effective \_\_\_\_\_, 2024 (“Effective Date”), by and between WATERS EDGE III LLC, an Ohio limited liability company (“Landlord”), and CITY OF NEW ALBANY, an Ohio municipal corporation with its address 99 W. Main Street, New Albany, Ohio 43054,, (“Tenant”), who hereby agree as follows:

### **§1. LEASE OF PREMISES**

On the terms and subject to the conditions described in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord 16,468 leasable square feet of space located upon the first floor in the location generally depicted on the attached Exhibit B (the “Leased Premises”), within the two-story office building (the “Building”), located upon the real property having a mailing address of 7815 Walton Parkway, New Albany, Ohio 43054, which real property is more fully described on the attached Exhibit A (the “Real Property”). Wherever used in this Lease, the term Leased Premises shall include the non-exclusive use of and access to the parking areas adjoining or proximate to the Building on the Real Property, and all reception areas, common restrooms, and other interior common areas within the Building.

This Lease and Tenant’s rights hereunder are subject to (a) the lien of real estate taxes and installments of assessments; (b) building and zoning laws, ordinances and regulations; (c) legal highways; (d) any first mortgage on the Real Property granted by Landlord and any other mortgages heretofore or hereafter granted by Landlord as contemplated in and subject to the terms of §18 below; and (e) covenants, conditions and restrictions of record.

### **§2. TERM/RENEWAL TERMS**

(a) Term. The term of this Lease (the “Term”) shall be for a period of 7 years (plus the number of days required by the second to last sentence of this subsection (a)) and shall commence on the earlier of (the “Commencement Date”): (a) the date which is 10 days after Landlord notifies Tenant (orally or in writing) that the Leased Premises has been or will be Substantially Completed (as defined in §10, below); or (b) the date Tenant takes possession of all or any part of the Leased Premises. Notwithstanding the immediately preceding sentence, in the event of a Tenant Delay (as defined in §10, below), the “Commencement Date” for purposes of Tenant’s obligations to pay Rent under §3 and §4 shall be the date Landlord would have completed the Tenant Improvements but for such Tenant Delay. In the event the Commencement Date is not the first day of a calendar month, the Term shall be extended for the number of days left in that first month. Not later than 30 days after the Commencement Date, Landlord and Tenant shall enter into an amendment to this Lease (“Commencement Date Amendment”), which will confirm the Commencement Date.

(b) Renewal Term. Tenant shall have the right and option to extend the Term for one five-year renewal terms (each a “Renewal Term”). Each Renewal Term shall be exercisable by delivery by Tenant to Landlord of a notice not later than 270 days prior to the expiration of the initial Term, which states that Tenant thereby exercises its right and option to extend the Term for the applicable Renewal Term. All terms and conditions of this Lease applicable during the initial Term shall also be applicable during the Renewal Term except that the Base Rent for such Renewal Term shall be at market rents for similar space in New Albany, Ohio; provided that at no time shall the Base Rent for the Renewal Term be less than the Base Rent for the last year of the initial Term. In the determination of “market rents” in this section, Landlord and Tenant shall consider leases for space of comparable size, building quality, building location, area amenities, and financial strength of the tenant.

At the time Tenant notifies Landlord (the "Notice Date") of its election to renew the term of the Lease for the Renewal Term, Landlord and Tenant shall endeavor to determine the Base Rent for such Renewal Term. At a minimum, upon the occurrence of the Notice Date and for a period of not less than 45 days following the Notice Date, Landlord and Tenant shall in good faith work toward determining the Base Rent for the Renewal Term. In the event Landlord and Tenant are unable to agree upon the same within such time frame (e.g. the 45 days), each shall within 15 days of the expiration of such time frame name a Qualified Appraiser (as such term is hereafter defined). In the event either party fails to timely name a Qualified Appraiser, the Qualified Appraiser named by the other party shall make all of the following determinations on his/her own. Within 30 days of the appointment of the last of the two Qualified Appraisers or the expiration of the 15 days' time frame, provided above, if only one Qualified Appraiser is named, the Qualified Appraisers shall meet and determine their recommendation for the Base Rent for the Renewal Term, which recommendation shall be made in accordance with the terms of this §2(b) of this Lease. Such Qualified Appraiser(s) shall to the extent they agree upon the same jointly issue the determination and to the extent they do not agree upon the same they shall independently issue the same. If the Qualified Appraisers agree, the Base Rent shall be as so determined. If the Qualified Appraisers do not agree, then if the higher recommended Base Rent is less than 5% higher than the lower recommended Base Rent for such Renewal Term, then the two shall be averaged together and the average of such recommendations shall be the Base Rent for such Renewal Term. If such recommended Base Rent is different by more than the 5% threshold set forth above, the two Qualified Appraisers shall name a third Qualified Appraiser and if they cannot agree upon a third Qualified Appraiser within 10 days after the issuance of their respective recommendations, the then President of the Columbus Board of Realtors shall name a third Qualified Appraiser within the next following 10 days. In such event, the third Qualified Appraiser shall within 30 days of his/her appointment make a recommendation and his/her recommendation shall be averaged with the recommendation of the other Qualified Appraiser's recommendation closest to it and the same shall be the Base Rent for such Renewal Term. A "Qualified Appraiser" is an MAI designated appraiser that has been actively engaged in the appraisal of suburban office buildings in central Ohio for a period of not less than 10 consecutive years. If Tenant exercises the Renewal Term, the term of this Lease (or words of similar import) shall include such Renewal Term.

Landlord and Tenant shall each bear the cost of its Qualified Appraiser and shall share equally the cost of the third Qualified Appraiser.

(c) Early Access. At no cost to Tenant, Landlord shall provide Tenant, its representatives, and vendors access to the Leased Premises no later than 30 days prior to the Commencement Date ("Early Access Period") in order to enable Tenant to install Tenant's furniture, equipment, wiring and cabling (collectively, the "Tenant Work") and Landlord shall provide to Tenant reasonable advance notice of the commencement of the Early Access Period; provided that such access shall not hinder Landlord's work relating to the completion of the Tenant Improvements or affect the operations of any other occupants in the Building and provided further that such installation shall be completed at Tenant's sole risk and expense. Such early access by Tenant shall be on the terms and subject to the conditions imposed upon Tenant under this Lease (e.g. insurance, indemnification, etc.) other than Tenant's obligation to pay Base Rent and Additional Rent, as defined below.

(d) Tenant Early Termination. Provided that Tenant is not then in default, beyond any applicable notice and cure period, Tenant shall have the one-time right to terminate this Lease effective as of the expiration of the 60th full calendar month of the Term, by giving Landlord prior written notice of said termination on or before the last day of the 51<sup>st</sup> full calendar month of the Term, which notice shall be accompanied by the payment of a fee equal to \$50,000.00. Landlord and Tenant acknowledge and agree that Landlord's damages as a result of Tenant's early termination is difficult to ascertain, that the fee set forth above is a reasonable estimate of Landlord's loss, and that such damages constitute reasonable liquidated damages for Landlord's loss and is not a penalty.

**§3. BASE RENT**

During the Term, Tenant shall pay to Landlord base rent in United States dollars (the “Base Rent”), based upon the leasable square footage of the Leased Premises (16,468sf), in the following amounts:

	<u>Annual Base Rent/Square Foot *</u>	<u>Monthly Base Rent</u>
Months 1-12	\$242,903.00/\$14.75/sf	\$20,241.92
Months 13-24	\$247,843.40/\$15.05/sf	\$20,653.62
Months 25-36	\$252,783.80/\$15.35/sf	\$21,065.32
Months 37-48	\$257,888.88/\$15.66/sf	\$21,490.74
Months 49-60	\$262,993.96/\$15.97/sf	\$21,916.16
Months 61-72	\$268,263.72/\$16.29/sf	\$22,355.31
Months 73-84	\$273,698.16/\$16.62/sf	\$22,808.18

[\*Calculated on a per annum basis.]

All payments of Base Rent due under this Lease shall be due and payable in advance on or before the Commencement Date and on or before the first day of each calendar month thereafter, shall be made by normal business methods without demand, set-off, or deduction whatsoever, and shall be paid and addressed to Landlord at c/o The Daimler Group, Inc., 1533 Lake Shore Drive, Columbus, Ohio 43204, or at such other address as Landlord may designate to Tenant from time to time. If the Commencement Date is not the first day of a calendar month, the Base Rent for the first month of the Term shall be prorated on a daily basis.

**§4. ADDITIONAL RENT**

(a) Operating Costs. In addition to the Base Rent, Tenant shall pay to Landlord as additional rent, in the manner provided for in §5, below, in United States dollars, during the Term, Tenant’s Pro Rata Share (defined below) of all Operating Costs (defined below) relating to the Building and the Real Property (the “Additional Rent”). For purposes of this Lease: (i) “Tenant’s Pro Rata Share” shall be a percentage determined by dividing the rentable square footage of the Leased Premises by the total rentable square footage of the Building, which percentage Landlord and Tenant agree to be 37.98% (i.e. 16,468sf ÷ 43,362sf); (ii) Base Rent and Additional Rent shall be referred to collectively hereinafter as “Rent”; and (iii) “Operating Costs” all of which shall be based upon and calculated on an accrual basis in accordance with Generally Accepted Accounting Principles, shall include, but not be limited to, all of the following:

- (1) all real estate taxes and assessments relating to the Building and/or the Real Property applicable to the Term, or any taxes or other payments which may be levied upon or assessed in lieu thereof or any license fee, commercial activity tax, improvement bond or assessment or other similar charge or assessment (hereinafter, all of the foregoing shall be referred to as, “Taxes and Assessments”), but excluding any penalties or interest payable by reason of failure of Landlord to pay such Taxes and Assessments, unless such failure results from Tenant’s failure to timely pay Additional Rent to Landlord;
- (2) all expenses relating to all insurance maintained by Landlord relating to the Building and the Real Property including without limitation, all-risk/hazard insurance and

comprehensive public liability insurance in the manner described in §7(a), below, including umbrella coverage in amounts and with insurance companies acceptable to Landlord;

- (3) all bills and charges for gas, electricity, water, sewage, trash disposal, telephone, and all other utility services consumed or used in connection with the Building or Real Property;
- (4) janitorial service, landscaping and lawn care, and snow removal;
- (5) maintenance and repair of the Building (including but not limited to electrical, plumbing, heating, air conditioning and mechanical equipment and the necessary tools and equipment associated therewith) or Real Property and all parking areas and access drives, sidewalks and grounds;
- (6) improvements, including capital improvements, or repairs undertaken to maintain the value and condition of the Building and Real Property as a first-class facility or to comply with all applicable laws, ordinances, or orders;
- (7) reasonable costs of operating personnel including salaries and related benefits, auditor fees, attorney fees (excluding, specifically, attorney's fees associated with the preparation of this Lease), third party property management, and asset management fees; and
- (8) all taxes, fees, or assessments not described within subparagraph (a)(1) herein (such as personal property taxes for equipment used to service the Building, fees charged by any owners' association and similar assessments), excluding income taxes assessed against and payable by Landlord, unless assessed in lieu of Real Estate Taxes and Assessments.

(b) **Exclusions from Operating Costs.** Notwithstanding the foregoing, the total expenses computed for determining the Operating Costs relating to the Leased Premises shall not include (i) any expenses charged or chargeable or directly related to another tenant in the Building because of such tenant's disproportionate consumption of any utilities or services (as determined by Landlord) or such tenant's breach of its lease agreement with Landlord (ii) costs of improvements to, or alterations of, space leased to or available for lease to any tenant in the Building; or (iii) costs and expenses incurred in connection with leasing space in or procuring tenants for the Building, including, without limitation, leasing commissions, advertising and promotional expenses, legal and other professional fees, relocation and build-out allowances and expenses.

(c) **Gross Up on Operating Costs.** During any calendar year, or portion thereof in which less than all of the rentable square footage of the Building is leased, Landlord may adjust all Operating Costs which vary with the level of occupancy (e.g. cleaning and janitorial services, electricity, gas, and water) for the Building for that calendar year or portion thereof to reflect what such Operating Costs would have been had the Building been fully Leased. The intent of the foregoing is that Tenant shall be responsible for its Pro Rata Share of all such Operating Costs relating to the Leased Premises based upon the ratio of the Operating Costs relating to the Leased Premises as to the entire Building. To affect the foregoing, in the event Landlord makes such an adjustment to Operating Costs, Landlord shall incorporate a reasonable allocation of what such variable Operating Costs would have been relating to the maintenance of any vacant rentable square footage in the Building so that Tenant is not bearing any expenses relating to the maintenance of that vacant space.



(d) Capital Improvements; Useful Life. Notwithstanding anything in this Lease to the contrary, (a) the cost of replacements or improvements of a capital nature or the costs of which are to be capitalized pursuant to Generally Accepted Accounting Principles (each, a "Capital Improvement") shall be amortized on a straight line basis over the useful life of the Capital Improvement and Tenant shall be responsible for Tenant's Pro Rata Share of such costs only to the extent amortized during the Term of this Lease (including any Renewal Terms), and (b) Operating Costs shall not include the cost of Capital Improvements: (i) necessitated by the acts or omissions of other tenants in the Building; (ii) relating to an expansion of the Building or material enhancements to the Real Property (excluding typical maintenance of the parking lot); (iii) incurred as a result of defects in the original construction of the shell and core of the Building; or (iv) that are required to comply with any laws, ordinances, or orders in effect as of the Commencement Date.

(e) Cap on Controllable Operating Costs. Notwithstanding anything to the contrary herein, Landlord hereby agrees that Tenant's Pro Rata Share of Operating Costs associated with items included within Operating Costs that are "controllable expenses" shall be limited to an increase of five percent (5%) per annum over the actual costs incurred in the 2025 calendar year on a cumulative basis. The parties agree that for purposes of this §4(e), the term "controllable expenses" shall mean all Operating Costs except utility charges or costs, including, but not limited to those described in §4(a)(3), above, and any utility taxes which may be imposed on any of the same, insurance costs, taxes, including, but not limited to, real estate taxes, local and/or state surcharges or special charges, private assessments, the costs of snow removal, the costs of any weather-related clean up or damage, which is not an insurable event, any capital expenditures, or any other charges or expenses for which Landlord does not have an opportunity to select a vendor or negotiate rates.

## **§5. OPERATING COSTS BUDGET**

Additional Rent shall be paid by Tenant to Landlord in accordance with this section. Prior to the Commencement Date, Landlord shall provide to Tenant an estimate of the total projected Operating Costs and Tenant's Pro Rata Share thereof for the Building and Real Property for the balance of the calendar year in which the Commencement Date occurs. For each calendar year thereafter, Landlord shall deliver to Tenant not later than 15 days prior to the first day of each such calendar year, or as soon thereafter as is reasonably practical, an estimate of the total projected Operating Costs and Tenant's Pro Rata Share thereof for the Building and Real Property for that calendar year. Tenant shall pay in advance on or before the first day of each calendar month during the Term at the time and in the manner of payment for the Base Rent described above, its Pro Rata Share of such projected Operating Costs in equal monthly installments.

Following the end of each calendar year on or before April 30th, Landlord shall prepare an accounting of the actual Operating Costs incurred for that year and shall deliver that accounting to Tenant. Tenant may, upon reasonable notice to Landlord and during normal business hours, review the books and records of Landlord for the purpose of reviewing such Operating Costs.

For purposes of reconciling the projected Operating Costs actually paid by Tenant versus the actual Operating Costs incurred by Landlord for each year which relate to the Leased Premises, if Tenant's Pro Rata Share of such actual costs exceeds the amount paid by Tenant for Additional Rent pursuant to this section (the "Deficiency"), Tenant shall pay to Landlord the Deficiency within 30 days after notice from Landlord to Tenant detailing an accounting of the Deficiency and requesting payment of the Deficiency. In the event the amounts actually paid by Tenant for Additional Rent exceeds Tenant's Pro Rata Share of such actual Operating Costs incurred by Landlord for that year which relate to the Leased Premises (the "Excess"), Landlord shall pay to Tenant the Excess within 30 days after completing such accounting. In no event shall either party be required to pay any interest on any over-payment or under-payment made under this section. Landlord's and Tenant's obligations under this section shall survive the expiration or termination of this Lease.

Tenant shall have the right to audit Landlord's books and records relating to Landlord's calculation of such Operating Costs for the prior year for a period of 90 days following Landlord's determination of the Operating Costs for such year and, unless Landlord shall disagree with the results of the audit, any Excess or Deficiency determined by Tenant's audit shall be paid or credited to Tenant or paid to Landlord as provided above. If Landlord within thirty (30) days after receipt of Tenant's audit report notifies Tenant that Landlord disagrees with the result of Tenant's audit, an audit as to the proper amount of Tenant's Pro Rata Share of Operating Costs for the applicable period shall be performed by a mutually acceptable nationally recognized accounting firm (the "Third Party Auditor"), which audit shall be final and conclusive (the "Final Audit"). If the results of such audit reveal that Tenant has overpaid or underpaid Tenant's Pro Rata Share of Operating Costs for the applicable year, Landlord shall pay to Tenant such overpayment or Tenant shall pay to Landlord such underpayment, as applicable, within 30 days after the results of the Final Audit are reported to the parties. Tenant agrees to pay the entire reasonable cost of the Final Audit unless it is determined that Landlord's original determination of the Additional Rent for the calendar year in issue was in error by more than 5%, in which case Landlord agrees to pay the cost of the Final Audit and the charges of the Third Party Auditor, up to a maximum of \$5,000.00.

#### **§6. SECURITY DEPOSIT**

Based upon the financial information relating to Tenant provided by Tenant to Landlord; Landlord has agreed to waive the requirement that Tenant make a security deposit to Landlord in connection with this Lease.

#### **§7. INSURANCE**

(a) Landlord Requirements. At all times during the Term, Landlord shall maintain in an amount deemed acceptable to Landlord from time to time all of the following insurance coverages: (i) "special form" property insurance coverage (sometimes referred to as "special causes of loss" coverage) insuring all of the component parts of the Building to the agreed replacement value of the Building including the Tenant Improvements and all other improvements to the Real Property with such endorsements (e.g. rent loss), and additional coverages deemed appropriate by Landlord; (ii) commercial general liability insurance having a combined single limit of not less than \$5,000,000 per occurrence with such endorsements and additional coverages deemed appropriate by Landlord; and (iii) during the construction of the Building and related improvements to the Real Property, builder's risk insurance. Each such insurance policy shall be issued by a reputable insurance company of recognized financial responsibility licensed to sell such insurance in the State of Ohio.

(b) Tenant Requirements. At all times during the Term and during the Early Access Period, Tenant shall maintain such insurance as Landlord may reasonably require, including without limitation personal property, liability, business interruption, and workers compensation insurance. Specifically, Tenant shall obtain and maintain during the Term and during the Early Access Period, commercial general liability insurance written on an occurrence basis (including bodily injury, broad form property damage and blanket contractual liability), insuring Tenant's liability for loss of or damage to, property and injury to or death of third parties with a combined single limit of not less than \$2,000,000 per occurrence.

All such insurance must (i) be issued by reputable insurance companies of recognized financial responsibility licensed to sell such insurance in the State of Ohio; (ii) be in amounts not less than set forth above; (iii) provide that it may not be canceled except upon at least 30 days prior written notice to Landlord; and (iv) name Landlord (and, if requested by Landlord, any mortgagee of the Real Property) as an additional insured or loss payee, as appropriate. Evidence of such insurance must be delivered to Landlord before Tenant is permitted to enter the Leased Premises and must be provided not less frequently than annually thereafter.

If Tenant does or permits anything to be done in the Leased Premises, Building, or Real Property, or brings or keeps anything therein which may in any way increase the rate of fire or other insurance on the Building or on the Real Property kept therein, or conflict with any insurance policy upon the Building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authorities, then Tenant shall pay to Landlord as Additional Rent all amounts necessary to reimburse Landlord for such increase or otherwise remedy such situation.

(c) Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, but subject to the last sentence in this §7(c), Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other, its agents, officers, managers, directors, partners, members, shareholders or employees, for any loss or damage that may occur to the Leased Premises or any property therein, by reason of any peril which is covered under the types of property insurance policies required by this §7, regardless of cause or origin, including negligence, and each covenants that no insurer shall hold any right of subrogation against such other party. The foregoing waiver shall not be effective and shall have no force or effect as to any party who fails to maintain the insurance required to be maintained by it under this §7 or to the extent that any such right of recovery, claim, action or cause for action is not required to be insured by either party under this section.

In addition to the foregoing, all such waivers of any claim, action, or cause of action shall also be effective to any person claiming by, through, or under either Landlord or Tenant.

#### **§8. QUIET ENJOYMENT**

Landlord warrants that it has full right, power and authority to enter into this Lease, and provided that Tenant observes and performs the covenants and agreements imposed upon Tenant under this Lease, Tenant shall, at all times during the Term, peacefully and quietly have and enjoy possession of the Leased Premises without encumbrance or hindrance from Landlord or any agent or contractor of Landlord.

#### **§9. USE OF LEASED PREMISES; COMPLIANCE WITH LAWS**

(a) Approved Use. Tenant shall use the Leased Premises for general office use only, including uses incidental or related thereto (“Approved Use”), and shall not permit the Leased Premises to be used for any other purposes without the prior written consent of Landlord to that specific use. Tenant shall occupy and use the Leased Premises only in a careful, safe, and proper manner and shall not commit or permit any waste of or on the Leased Premises. Tenant shall comply with the Rules and Regulations attached hereto as Exhibit C and with all modifications adopted by Landlord from time to time; provided, however, any such modifications shall not materially and adversely affect Tenant’s ability to use and occupy the Leased Premises for the Approved Use.

(b) Compliance with Laws. Tenant shall promptly comply or cause compliance with all laws, regulations, orders, and requirements of all federal, state, and local governments, courts, or other lawful authorities, which now or at any time hereafter may apply to or affect the Leased Premises or any business conducted on the Leased Premises, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not presently contemplated by Landlord or Tenant. Tenant shall obtain, maintain, and comply with all permits, licenses, and other authorizations required for any use then being made of the Leased Premises.

No abatement or interruption in Rent or other charges required to be paid by Tenant pursuant to this Lease shall be claimed by or allowed to Tenant for any inconvenience or interruption or loss of business caused directly or indirectly by any present or future laws, ordinances, regulations, requirements, or orders of any lawful authority whatsoever, or by any other cause or causes; and no diminution in the amount of space used

by Tenant caused by legally required changes in the Leased Premises shall entitle Tenant to any abatement or reduction in Rent or any other charges required to be paid by Tenant under this Lease.

#### **§10. CONSTRUCTION OF TENANT IMPROVEMENTS; SURRENDER OF LEASED PREMISES**

(a) Construction of the Tenant Improvements. Landlord shall at its cost and expense, but subject to the Allowance (as defined in subsection (b), below), complete all improvements to the Leased Premises (the "Tenant Improvements") in accordance with the final tenant plans and specifications prepared by Landlord's architect and approved by Landlord and Tenant (the "Plans").

Tenant shall have the right to request in writing that Landlord make changes from time to time in the Plans (each, a "Change Order", and collectively, "Change Orders"), and Landlord shall not unreasonably refuse to do so. Provided such Change Order is reasonably acceptable to Landlord, Landlord shall prepare and submit promptly to Tenant a memorandum setting forth Landlord's estimate of the impact on cost and the delay in the construction schedule resulting from said Change Order, including the reason for such delay, if any, (a "Change Order Cost and Schedule Estimate") as soon as reasonably practicable after Tenant's request, and Tenant may, by providing written notice, accept or reject the Change Order Cost and Schedule Estimate within five business days after Tenant's receipt of the Change Order Cost and Schedule Estimate. If Tenant rejects the Change Order Cost and Schedule Estimate or if Tenant does not accept the Change Order Cost and Schedule Estimate within such 5-business day period, the Change Order shall be deemed rescinded. Upon Tenant's acceptance of a Change Order Cost and Schedule Estimate that results in an increase in the cost of the Tenant Improvements, such increase shall be payable by Tenant to Landlord as mutually agreed by the parties.

(b) Tenant Improvement Allowance. The Base Rent contemplates an allowance for Tenant Improvements of \$75,000.00 (the "Allowance"). In the event the actual costs of completing the Tenant Improvements in accordance with the Plans is less than the Allowance, Landlord will, at Tenant's option, credit Tenant the difference in Base Rent or pay Tenant such difference in one lump sum. In the event the actual costs of completing the Tenant Improvements exceeds the Allowance, Tenant will pay to Landlord (i) 33% of the projected amount of such excess within 30 days after Landlord's request therefore, but in no event earlier than the commencement of the construction of the Tenant Improvements, (ii) another 33% of the projected amount of such excess within 30 days after Landlord's request therefore, but in no event earlier than completion of approximately one-half of the Tenant Improvements, and (iii) the balance of such excess costs to be paid within 30 days after Landlord's request therefore, but in no event earlier than the Commencement Date.

(c) Substantial Completion. The Tenant Improvements shall be deemed to be "Substantially Completed" on the date that (i) Tenant Improvements are essentially and satisfactorily completed in accordance with the Plans, (ii) the Leased Premises are ready for occupancy by Tenant, subject only to minor punch list items (i.e., such unfinished items as shall not impair Tenant's ability to use the Leased Premises in the manner intended by the Lease), (iii) a certificate of occupancy (whether conditional or final) has been issued. In the event that a conditional certificate of occupancy is received, Landlord shall promptly complete any items of Landlord Work which may be necessary to secure permanent certificate of occupancy.

(d) Tenant Delay. A "Tenant Delay" shall mean any delay in the performance of Tenant Improvements that is attributable to (i) Tenant's changes to the final Plans; (ii) the performance or failure of performance of any work by any person, firm or corporation employed or retained by Tenant; (iii) the requirement by Tenant of specified equipment or items that involve a long lead time to obtain; (iv) the failure of Tenant to perform any obligations required to be performed by Tenant to obtain a certificate of occupancy (e.g. the installation of Tenant's furniture systems, wiring or cabling, etc.); and (v) any other act or omission by Tenant or its

agents, representatives, and/or employees. Tenant shall not cause or affect a Tenant Delay or do anything else, or fail to do anything else, that may cause a delay in the completion of the construction of the Tenant Improvements within the Leased Premises or that will increase the costs of such construction, except as allowed under §10(a) above. In the event Tenant fails to cooperate or comply with this section and such failure results in a delay of completion of the construction of the Building and/or Tenant Improvements by Landlord, Tenant shall be responsible to Landlord for all Rent that would have been due from Tenant under this lease but for such Tenant Delay. Landlord and Tenant acknowledge and agree that Landlord's damages as a result of a Tenant Delay is difficult to ascertain, that such per diem amounts are a reasonable pre-estimate of Landlord's probable loss as a result thereof and that such damages constitute reasonable liquidated damages for Landlord's loss and not a penalty.

(e) Surrender. Tenant acknowledges and agrees that all of the Tenant Improvements are the property of Landlord. Accordingly, upon the expiration or earlier termination of this Lease, Tenant shall, as its sole cost and expense, immediately (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair, reasonable wear and tear and loss due to casualty and condemnation excepted, (b) remove from the Leased Premises (i) all of Tenant's personal property, (ii) all data and communications wiring and cabling (including above ceiling, below raised floors and behind walls), and (iii) any Alterations required to be removed pursuant to §14, below, and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear expected. All of Tenant's personal property that is not removed following the expiration or earlier termination of the Lease shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This provision shall survive the expiration or any earlier termination of this Lease.

#### **§11. FORCE MAJEURE**

Except as specifically set forth herein, and except for the payment of any money, in the event Landlord or Tenant shall be delayed or hindered or prevented in the performance of any obligations required under this lease by reason of strike, lockout, inability to procure labor or materials, failure of power, fire, or acts of God, terrorism, restrictive governmental laws or regulations, riots, insurrection, war or any other reason not within the reasonable control of such party ("Force Majeure"), the performance of such obligations shall be excused for a period of such delay.

#### **§12. PATRIOT ACT**

Landlord and Tenant shall each take any actions that may be required of them in their capacity as a Landlord or a Tenant to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, or the effect of any of the foregoing laws, regulations, orders or programs, if applicable, on the Lease. Landlord and Tenant each represents and warrants to the other that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury as last updated prior to the Effective Date.

#### **§13. MAINTENANCE AND REPAIRS**

Tenant shall maintain the interior of the Leased Premises and the Tenant Improvements and all fixtures, signs, equipment, and personal property therein in good order and condition of repair, safety, cleanliness, and appearance, ordinary wear and tear excepted, and shall promptly make all repairs and replacements necessary

or appropriate to so maintain the Leased Premises and the Tenant Improvements and such fixtures, signs, equipment, and personal property including without limitation repairs or replacements of plate glass, windows, doors, fixtures, equipment, furniture, and appliances. At the expiration or other termination of this Lease, Tenant shall surrender and deliver up the Leased Premises and the Tenant Improvements in the manner contemplated in §10, above.

Subject to Tenant's obligation to pay Additional Rent to Landlord under §4, above, Landlord shall maintain the Building (excluding the Leased Premises and all other spaces leased to other tenants), any corridors, reception areas for the Building, common area restrooms, and other common areas available for use by all tenants and their invitees and the exterior sidewalks, parking lot, and any grounds adjacent to the Building.

#### **§14. ALTERATIONS**

Except for the Tenant Improvements, no alteration, addition, improvement, or other change in or to the Leased Premises (hereinafter an "Alteration") shall be made by Tenant except under the following circumstances: (a) no Alteration shall be made without the prior written consent of Landlord to the specific Alteration, except usual nonstructural interior remodeling; (b) no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction; (c) any Alteration shall be made promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, regulations, and requirements of all governmental authorities; (d) the cost of any such Alteration shall be paid in cash or its equivalent, so that the Leased Premises shall at all times be free of liens and claims for work, labor, or materials supplied or claimed to have been supplied to the Leased Premises and, if Landlord at any time so requests, no Alteration shall commence or proceed unless Tenant gives evidence satisfactory to Landlord that such Alteration will be fully paid for upon completion; and (e) any Alteration shall immediately become and remain the property of Landlord. Landlord shall have the right at its option to require Tenant to remove any Alteration and to restore the Leased Premises to the same condition as before the Alteration was made, so long as Landlord has expressly stated such removal requirement at the time of Landlord's consent to the construction of such Alteration. Notwithstanding the foregoing, Landlord hereby states that all Tenant Improvements are permitted to remain in the Leased Premises, without any removal obligation of Tenant, upon termination of this Lease.

#### **§15. DAMAGE OR DESTRUCTION TO LEASED PREMISES**

If at any time during the Term, the Leased Premises are damaged or destroyed by fire or other casualty ("Casualty"), Landlord shall have the option to either repair or restore the Leased Premises (subject to the following paragraph) to substantially the same condition that existed immediately prior to such Casualty or, terminate this Lease as of the date of such Casualty. In the event Landlord chooses to terminate this Lease, the Rent payable by Tenant shall be apportioned as of the date of such Casualty. Landlord shall give written notice to Tenant of its election either to repair or restore the Leased Premises or to terminate this Lease within 90 days after the date such Casualty occurs. Notwithstanding the foregoing, if, in Landlord's reasonable estimate, the Leased Premises can be repaired or restored, including full services as outlined in §17 below, within 180 days from the date of the Casualty and (a) Landlord's mortgagee or any other third party entitled to the insurance proceeds makes available sufficient proceeds for the restoration of the Leased Premises and/or the Building, and (b) the issuer of any Landlord's "all-risk" or hazard insurance makes said insurance available to Landlord sufficient proceeds for the restoration of the Leased Premises and/or the Building, then Landlord must repair and restore the Leased Premises and/or Building as detailed herein and return possession to Tenant. For purposes of the immediately preceding sentence, "sufficient proceeds" shall mean proceeds which, together with any deductible amount, would cover at least 100% of the cost of the applicable restoration of the Leased Premises and/or Building to substantially similar condition as the same existed the day before the Casualty,

with such changes or alterations as Landlord may elect to make thereto which do not material affect Tenant's use or enjoyment of the Leased Premises.

In the event that Landlord does not so terminate this Lease as permitted above, the Rent payable by Tenant shall be abated commencing as of the date of such damage or destruction and continuing during the period of any restoration or repair of the Leased Premises and/or Building in such proportion that the floor area of the Leased Premises of which Tenant is deprived as a result of such damage or destruction or the repair or restoration necessitated thereby bears to the total floor area of the Leased Premises. Notwithstanding anything in this §15 to the contrary, in the event the Leased Premises are damaged to an immaterial or insubstantial degree and the balance of the Building has not been materially damaged, Landlord shall cause the Leased Premises to be repaired and restored as soon as reasonably possible after the date of such damage.

Unless this Lease is terminated by Landlord or Tenant as provided in this §15, this Lease shall remain in full force and effect and Landlord shall proceed with diligence to restore, repair, and replace the Leased Premises and/or Building to substantially the same condition as it was prior to such damage or destruction. Landlord shall be under no duty to restore any Alterations, improvements or additions made by Tenant or by Landlord at Tenant's request after the Commencement Date, unless covered by proceeds of insurance available to Landlord. In all cases, allowances for the completion of the repairs shall be given to Landlord for any reasonable delays caused by adjustment of insurance loss, strikes, labor difficulties, inability to obtain supplies or materials or any cause beyond Landlord's control.

If the Leased Premises shall be partially damaged or destroyed by Casualty so as to render at least 50% of the Leased Premises untenable and if Landlord reasonably estimates that the Leased Premises cannot be repaired or restored, including full services as outlined in §17, below, within 210 days from the date of the Casualty, which determination Landlord shall make within 90 days after the date such damage or destruction occurs, then Tenant shall have the right to terminate this Lease without penalty by written notice to Landlord within 10 business days of Landlord's written notice to Tenant of such determination. In addition, Tenant shall have the option of terminating the Lease if the Leased Premises are damaged in the last two years of the Term.

## **§16. CONDEMNATION**

If (i) all or a material part of the Leased Premises is taken by any condemning authority under the power of eminent domain or by any purchase or other acquisition in lieu thereof ("Taking"), so that Tenant's business operations are materially affected, (ii) any part of the Building or Real Property is subject to a Taking and such Taking has a materially adverse effect upon the means of access to the Leased Premises, or (iii) all or a material part of the parking spaces then available to the Building are subject to a Taking, then Tenant shall have the right to at its option to terminate this lease upon written notice to Landlord at any time prior to or within 15 days after the date possession is required by the condemning authority. In addition, if any portion of the Building (other than the Leased Premises) is so taken, Landlord shall have the right at its option to terminate this lease at any time prior to or within 30 days after the date possession is required by the condemning authority. In the event of any such termination, the Rent payable by Tenant shall be apportioned as of the termination date. In any event, Landlord shall be entitled to receive the entire appropriation award or consideration paid by the condemning authority, other than any part of such award or consideration which relates to Tenant's occupancy of the Leased Premises.

For purposes of this section, any negotiated sale to a public or quasi-public authority under the threat of condemnation shall be deemed to constitute a taking by such public or quasi-public authority under the power of eminent domain.

## §17. SERVICES

During the Term and provided that Tenant is not in default under any of the covenants or provisions of this Lease, Landlord shall maintain the Building and the Real Property in good order and condition except for damage occasioned by the actions or inactions of Tenant, its employees, agents or invitees, and Landlord shall also provide the following services:

- (a) air conditioning and heat for comfortable occupancy Monday through Friday from 7:00 A.M. to 6:00 P.M. and Saturday from 8:00 A.M. to 12:00 P.M., holidays excepted (“HVAC Service Hours”).
- (b) electric power for lighting and office equipment for occupancy and normal use of the Leased Premises as a general office. Electric power furnished by Landlord is intended to be that consumed in a general office for lighting and office equipment, and Landlord reserves the right, if consumption of electricity exceeds that required for normal office use, to include an additional charge for such electricity as an item to be included in Additional Rent with such charge to be based upon the determination of an independent engineer selected by Landlord but paid for by Tenant.
- (c) water for drinking, lavatory, and restroom purposes.
- (d) lighting, public restroom supplies, window washing (with reasonable frequency), janitorial services to the Building (including the Leased Premises), and trash removal.
- (e) parking in the parking lot in accordance with rules and regulations established by Landlord from time to time.
- (f) lawn and landscaping, snow removal, maintenance of the structure, roof, mechanical and electrical equipment and architectural finish of the Building.

Tenant shall not use any of the above-described services in, upon or about the Leased Premises in a manner that would substantially increase the amount of such services furnished and supplied to all of the tenants in the Building, and Tenant shall not connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without the prior written consent of Landlord; provided that should Tenant use such services under this provision to excess, Landlord reserves the right to charge Tenant directly for such excessive use. Such a charge shall be payable as Additional Rent. Notwithstanding the foregoing, Landlord shall not be required to provide or maintain for the benefit of the Leased Premises or Tenant any specialized utility services. Tenant shall be solely responsible for obtaining any such specialized utility services but may do so only with the prior written consent of Landlord, and Tenant shall be responsible for all damages resulting from any interruption of normal utility services caused by Tenant’s specialized services.

Tenant’s charges for the HVAC provided to the Leased Premises in non-HVAC Service Hours shall be equal to 100% of Landlord’s actual costs of supplying the utilities. Tenant’s failure to pay said charges within 30 days of receiving an invoice therefore shall entitle Landlord to the same remedies it has upon Tenant’s failure to pay Rent, as set forth in §24 below.

Landlord reserves the right to close the Building at 6:00 p.m. Monday through Friday, 1:00 p.m. on Saturday, and all day on Sunday and holidays, as Landlord deems necessary. Notwithstanding the foregoing, and subject



to reasonable restrictions that may be imposed by Landlord to Tenant from time to time, Tenant shall have access to the Leased Premises seven days a week, 24 hours a day.

#### **§18. SUBORDINATION OF LEASE AND ATTORNMENT**

This Lease and Tenant's rights under this Lease are and shall at all times be subject and subordinate to all mortgages now encumbering or that may hereafter encumber the Building and/or the Real Property and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof to the full extent of all sums secured thereby. This provision shall be automatic and self-operative and no further instrument of subordination shall be necessary to effectuate such subordination and the recording of any such mortgage shall have preference and precedence and be superior and prior to this Lease, irrespective of the date of recording. However, Tenant shall upon request of Landlord, or the holder of any such mortgage, execute and deliver to Landlord within 10 days after Landlord's request any instrument that would effect such a subordination and would contain such other requirements reasonably required by Landlord or such holder; provided that Tenant complies with all of its obligations under this Lease treating such mortgagee as Landlord. That instrument would contain language which provides that upon Tenant's compliance thereof, such holder would not disturb Tenant's interest under this Lease.

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any Mortgage made by Landlord covering the Building and/or Real Property or in the event a deed is given in lieu of foreclosure of any such mortgage, if requested to do so, Tenant shall attorn to such mortgagee or purchaser or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such mortgagee or purchaser or grantee as the landlord under this Lease. Any such mortgagee or purchaser or grantee who succeeds to the interest of Landlord hereunder shall not be (i) liable for any act or omission of Landlord which occurred prior to the time that such party succeeded to the interest of Landlord hereunder, or (ii) subject to any defense or offsets which Tenant may have against Landlord, or (iii) bound by any payment of Base Rent or Additional Rent which Tenant might have paid for more than one month in advance of the due date hereunder, or (iv) accountable for any monies deposited with Landlord (including the Security Deposit), except to the extent such monies are actually received by such party from Landlord.

#### **§19. ESTOPPEL CERTIFICATES**

Landlord and Tenant shall from time to time during the Term within 20 days following the request of the other, execute and deliver to the other a statement certifying that this Lease is in full force and effect, the date through which Base Rent, Additional Rent, and other charges under this Lease have been paid, and any other factual matter reasonably requested by the other.

#### **§20. HOLD HARMLESS**

Subject to §7(c), above, Tenant shall hold harmless Landlord from and against any and all claims, liabilities, losses, damages, injuries, costs, and expenses that hereafter may occur or arise from or out of: (a) any failure by Tenant to make any payment (including the payment of Rent) to be made by Tenant hereunder or fully to perform or observe any other (whether monetary or non-monetary) obligation or condition to be performed or observed by Tenant hereunder, (b) any cause whatsoever in, on, about, or relating to the Leased Premises during the Term, however or by whomever caused, including' without limitation any use, misuse, possession, occupancy, or unoccupancy of the Leased Premises by anyone during the Term, up to the extent of the Tenant's insurance requirements, as set forth in §7(c) and §9(c)(iii) of this Lease; and (c) any costs or expenses incurred or paid by Landlord in connection with the foregoing, including reasonable attorneys' fees and other costs and expenses in prosecuting or defending any of the foregoing whether litigated or unlitigated, up to the extent of the Tenant's insurance requirements, as set forth in §7(c) and §9(c)(iii) of this Lease as

to any costs or expenses arising under subsection (b). It is expressly acknowledged that Tenant is not pledging any funds other than available insurance proceeds with respect to the indemnification provided hereunder.

Subject to §7(c) above, Landlord shall indemnify and hold harmless Tenant from and against any and all claims, liabilities, losses, damages, injuries, costs and expenses (including attorneys' fees and costs of suit) to the extent arising directly from: (a) any failure by Landlord to fully perform or observe any non-monetary obligation or condition to be performed or observed by Landlord hereunder; (b) any cause whatsoever caused by the negligence or intentional misconduct of Landlord or its employees or contractors; and (c) any costs or expenses incurred or paid by Tenant in connection with the foregoing, including reasonable attorneys' fees and other costs or expenses in prosecuting or defending any of the foregoing whether litigated or unlitigated.

#### **§21. LIMITATION OF LIABILITY**

Notwithstanding any provision in this Lease to the contrary or any general rule of law, in no event whatsoever shall any member, partner, director, officer, employee, agent, or other principal have any personal liability whatsoever with respect to this Lease. Any liability of Landlord under this Lease shall be enforced solely against Landlord's equity interest in the Real Property and no other assets of Landlord shall be subject to this Lease.

#### **§22. PERSONAL PROPERTY**

All personal property of Tenant used or located within the Leased Premises or in the Building shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damages to property of Tenant resulting from the use or operation of elevators or from the heating, cooling, electrical, mechanical, hydraulic, plumbing or other Building systems or components. Landlord shall not be liable for damages to property resulting from water, steam, or other causes.

Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon its occupancy of the Leased Premises or upon the fixtures, furnishings, equipment and other personal property of Tenant used or located within the Leased Premises.

#### **§23. LIABILITY RELATING TO TENANT'S OPERATIONS**

Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Leased Premises. Landlord shall not be liable for any accident or injury to any person(s) or property in or about the Leased Premises which are caused by the conduct and operation of that business or by virtue of equipment or property of Tenant in the Leased Premises.

#### **§24. EVENTS OF DEFAULT/REMEDIES UPON DEFAULT**

(a) Tenant Event of Default. Each of the following shall be deemed an event of default under this Lease:

- i. failure by Tenant to make any payment of Rent in full to Landlord on or before the date it is due and not cured within five days after Tenant receives written notice from Landlord of Tenant's failure to pay Rent;

- ii. Tenant's failure to pay Rent in full on the date such payment is due, at any time during any 12 consecutive month period in which Tenant has already received one notice of its failure to pay Rent in full under subsection (i) above;
- iii. failure by Tenant to make any other payment to a party other than Landlord or perform or observe any other obligation or condition to be performed or observed by Tenant under this Lease and failure by Tenant to correct such default within 30 days after Landlord gives Tenant notice to do so or, if because of the nature of such default it cannot be corrected within such 30-day period, failure by Tenant to commence correction within such 30-day period and thereafter to expeditiously and continuously prosecute the correction to completion;
- iv. violation of §9(b) of the Lease;
- v. abandonment or vacation of the Leased Premises by Tenant;
- vi. assignment or sublease of any interest or rights of Tenant under this Lease, except as permitted under §29; or
- vii. the filing or execution or occurrence of any one or more of the following:
  - 1. petition in bankruptcy by or against (which is not dismissed within 60 days after its filing) Tenant;
  - 2. petition (which is not dismissed within 60 days after its filing) or answer against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or relief relating thereto, under any provision of the Bankruptcy Act or any statute of like tenor or effect;
  - 3. adjudication of Tenant as a bankrupt or insolvent;
  - 4. assignment for benefit of creditors of Tenant, whether by trust, mortgage, or otherwise, or the execution of a composition agreement with Tenant's creditors;
  - 5. petition or other proceeding by or against (which is not dismissed within 60 days after its filing) Tenant for the appointment of a trustee, receiver, guardian, conservator, or liquidator of Tenant, with respect to all or substantially all of Tenant's property;
  - 6. petition or other proceeding by or against (which is not dismissed within 60 days after its filing) Tenant resulting in the dissolution or termination of existence of Tenant; or
  - 7. the creation of a lien upon Tenant's Leasehold interest under this Lease, or any part thereof or any property of Tenant materially affecting or used in connection with Tenant's business located therein upon execution, attachment, or other process of law or equity.

(b) **Landlord Remedies.** Immediately upon the occurrence of any event of default or at any time thereafter, unless that event of default has been cured or expressly waived by Landlord in writing, Landlord may at its option elect to: (i) continue this Lease in full force and effect notwithstanding the occurrence of such event of default; (ii) terminate this Lease; or (iii) continue this Lease and immediately re-enter and repossess (with or

without a court order) the Leased Premises, and in any of the foregoing circumstances, recover from Tenant an amount equal to: (1) all unpaid Rent accruing hereunder prior to Landlord's actual recovery of possession of the Leased Premises, (2) all other unpaid amounts which were to have been paid by Tenant to anyone hereunder prior to Landlord's actual recovery of possession of the Leased Premises, (3) Landlord's costs of completing any improvements to the Leased Premises which were uncompleted at the time of Tenant's default, (4) Landlord's damages for Tenant's breach of this Lease (including without limitation, damages to Landlord resulting from lost rent during the remainder of what would otherwise have been the Term (i.e. acceleration of all Rents to be paid thereafter under this Lease), clean-up expenses, leasing commissions to real estate brokers, legal expenses in connection with re-leasing the Leased Premises, advertising and costs and expenses of any repair, redecoration, or other improvements that may be reasonably necessary (in Landlord's opinion) in connection with re-leasing the Leased Premises), (5) late charges, if any, due and unpaid under the following paragraph, and (5) interest on the foregoing amounts from the date of Landlord's election to terminate this Lease until the date of payment at a rate equal to four percent over the Prime Rate of Interest published in The Wall Street Journal (the "Default Rate") from the date such payment was due.

In connection with §24(b)(4), above, Landlord shall use reasonable efforts to mitigate its damages relating to lost rent during the remainder of what would otherwise have been the Term of this Lease. Until such time as Landlord expressly elects to terminate this Lease as permitted under this section, this Lease shall continue in full force and effect notwithstanding the occurrence of such event of default. In the event Landlord elects to so terminate this Lease, Tenant thereupon shall be deemed to have assigned and transferred to Landlord all unexpired insurance premiums, all deposits made with public utilities, and all rights of Tenant under all insurance policies.

(c) Late Payment Charges. If Tenant fails to pay any Rent on or before the fifth day after any such payment becomes due and payable, Tenant shall pay to Landlord a late charge of five percent of the amount of such overdue payment. In addition, any Rent not paid when due shall bear interest at the lesser of the Default Rate, or the maximum rate allowed by law until paid. Acceptance of the foregoing sums shall not constitute a waiver of any event of default. Upon Landlord's receipt of any check from Tenant which is dishonored for payment, Landlord shall have the right to require Tenant to make all future payments due to Landlord hereunder by cash, certified or cashier's check.

(d) Remedies Cumulative. The provisions of this §24 shall be cumulative in nature and nothing contained in this §24 shall in any manner impair or otherwise affect adversely any right, recourse, or remedy which otherwise would be available to Landlord at law or in equity.

## **§25. RIGHT TO CURE DEFAULTS**

If Tenant fails to perform and observe all obligations and conditions to be performed and observed by it under this Lease, then Landlord may, but shall not be obligated to, cause the performance and observance of such obligations or conditions, and all costs and expenses incurred by Landlord in connection therewith, including without limitation reasonable attorneys' fees, shall thereupon be due and payable immediately from Tenant to Landlord, with interest thereon from the time such costs and expenses were paid by Landlord until Landlord is reimbursed in full by Tenant at a rate equal to the Default Rate, which shall be deemed to be due to Landlord as Additional Rent to be paid by Tenant.

## **§26. CUMULATIVE RIGHTS AND REMEDIES**

Each right and remedy of Landlord under this Lease or now or hereafter available to Landlord by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights or

remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord of any or all such other rights or remedies.

#### **§27. HOLDING OVER**

If Tenant retains possession of the Leased Premises or any part thereof after the expiration of the term of this Lease, Tenant shall pay to Landlord Base Rent in an amount equal to 125% of the monthly rate in effect immediately prior to the termination of the Term for the time Tenant remains in possession. Tenant shall also pay Tenant's Pro Rata Share of Additional Rent as required under §4, above. In addition thereto, Tenant shall be liable to Landlord for all damages, incidental, consequential, indirect, and direct sustained by reason of Tenant's holding over. The provisions of this section do not exclude Landlord's rights of re-entry or any other right provided under this Lease or available at law or in equity. No such holding over shall be deemed to constitute a renewal or extension of the term hereof; however, all other provisions of this Lease, including the payment of Additional Rent, shall remain in full force and effect.

#### **§28. ASSIGNMENT AND SUBLETTING**

Tenant shall not sublet the Leased Premises or any part thereof or transfer possession or occupancy thereof to any person, firm or entity or transfer or assign all or any part of this Lease, nor shall any assignment or subletting hereof be affected by operation of law or otherwise without Landlord's prior consent, which consent shall not be unreasonably withheld. A sale or other conveyance of all or substantially all of the assets of Tenant or of a sufficient amount of the ownership in Tenant to constitute a change in control, shall constitute an assignment for purposes of this section. If Tenant desires to sublet the Leased Premises or if Tenant desires to transfer or assign any of its rights under this Lease, Tenant shall give to the Landlord 30 days written notice of Tenant's intention to do so. In no event whatsoever, and without limiting Landlord's right to reasonably reject any proposed sublease or assignment, shall this Lease be assigned in part or the Leased Premises subleased in part, without Landlord's prior written consent.

Any provision of this Lease to the contrary notwithstanding, Tenant shall have the right, at any time and from time to time upon 15 days prior written notice to Landlord but without Landlord's consent to assign Tenant's interest in this Lease to any subsidiary, parent entity, or affiliate; provided, that (i) Tenant shall remain primarily liable under this Lease, (ii) any proposed assignee or sublessee shall assume, in a written instrument reasonably acceptable to Landlord, all of the obligations and undertakings of Tenant under this Lease, (iii) no use shall be employed in connection with the Leased Premises other than the Approved Use; (iv) in Landlord's reasonable judgment the proposed assignee or subtenant shall be financially capable of fulfilling its obligation under this Lease; and (v) Tenant shall not then be in default under this Lease, beyond any applicable notice and cure period.

Further notwithstanding any provision of this Lease to the contrary, Tenant shall have the right, at any time and from time to time upon 15 days prior written notice to Landlord but without Landlord's consent to sublet all or any part of the Leased Premises; provided, that (i) Tenant shall remain primarily liable under this Lease, (ii) no use shall be employed in connection with the Leased Premises other than the Approved Use; and (iii) Tenant shall not then be in default under this Lease, beyond any applicable notice and cure period.

If this Lease is assigned or if the Leased Premises or any part thereof are sublet or occupied by anybody other than Tenant as permitted above, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant, and apply the net amount so collected to the Rent due from Tenant under this Lease, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of Tenant's covenants contained in this Lease or the acceptance of such assignee, subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of its covenants under this Lease. Tenant shall remain fully liable

for all of its obligations under this Lease unless otherwise agreed to in writing to the contrary by Landlord. Further any such assignee, subtenant, or occupant shall unconditionally pay to Landlord all such rent in the event Landlord delivers notice to such assignee, subtenant, or occupant demanding the payment of rent to be made to Landlord. Such assignee, subtenant, or occupant may unconditionally rely upon any such notice it receives from Landlord and need not inquire or obtain Tenant's consent thereto.

Tenant shall pay or reimburse Landlord for all reasonable costs and expenses (including attorney's fees and costs) incurred by Landlord in order to complete any such assignment or subletting as permitted under this section. Those costs and expenses shall be deemed to be Additional Rent under this Lease.

Tenant shall not sublet all or any portion of the Leased Premises at a rental rate for Base Rent less than Landlord's prevailing rental rate for comparable space in the Building as determined by Landlord in Landlord's reasonable discretion.

Landlord shall have the right to assign or otherwise transfer any or all of its rights under this Lease without Tenant's approval; provided that such assignee or transferee assumes all of the Landlord's obligations under this Lease whether accruing before or after any such assignment or transfer.

#### **§29. ACCESS AND OTHER RIGHTS OF LANDLORD**

Tenant shall permit Landlord, its agents or employees, or any mortgagee of Landlord, to enter the Leased Premises at all reasonable times to examine, inspect or protect the Leased Premises; to make such alterations and repairs to the Leased Premises as Landlord deems necessary; to exhibit the Leased Premises to prospective tenants during the last six months of the Term or following the commencement of any action to evict Tenant; and to exhibit the Leased Premises to prospective mortgagees, purchasers, brokers, and any other interested parties at any time during the Term.

In addition to the foregoing, Tenant acknowledges that Landlord shall have the right at any time in the event of an emergency to make all inspections, repairs, alterations, additions, and improvements to the Building, including without limitation the Leased Premises, as may be necessary or desirable for the safety, protection, or preservation of the Leased Premises or the Building or Landlord's interest therein or as may be necessary or desirable for the operation or improvement of the Building.

In connection with this section, Tenant acknowledges that Landlord shall have the right to maintain a key (along with any key card or access codes) necessary to access the Leased Premises and that Tenant shall not change the locks or other security access cards or codes to the Leased Premises without providing Landlord with new keys and/or other access cards or codes necessary to enable Landlord such access.

#### **§30. FINANCIAL STATEMENTS; REPORTING REQUIREMENTS**

Prior to the execution of this Lease and not later than 10 days after written request from Landlord, Tenant shall deliver to Landlord, or any prospective mortgagee or purchaser of the Real Property, financial statements of Tenant certified by Tenant's accountant or financial officer for Tenant for the most recently completed fiscal/calendar year and fiscal/ calendar quarter, commonly recognized as the City of New Albany Regular Audit. In the event Tenant requests certain confidential arrangements relating to the delivery of such statements to certain persons, Landlord shall use its best efforts to accommodate Tenant with such request by Tenant except that Landlord shall be permitted to provide such financial statements to any mortgagee or prospective purchaser of the Real Property.

As a result of the fact that the Real Property is located in a community reinvestment area, enterprise zone, or another designation of a certain property area which is eligible for reduced or abated real estate taxes (as applicable, a "Benefited Area"), Tenant acknowledges that Tenant will need to provide certain confidential information about Tenant and its business operations and employees (e.g. number of employees, payroll figures, etc.) during the Term. Accordingly, upon the request of Landlord or the municipality or governmental entity requesting such information (each, a "Requesting Party"), Tenant shall promptly provide all information so requested by a Requesting Party from time to time during the Term. Tenant acknowledges that the fact that the Real Property is located in a Benefited Area is a direct benefit to Tenant and for all of the other tenants in the Building and Tenant's failure to promptly provide such information to a Requesting Party may jeopardize the benefits conferred upon the Real Property by being located in a Benefited Area and Tenant may be responsible to Landlord for any damages incurred by Landlord as a result of Tenant's failure to comply with the foregoing. In addition to the foregoing, Tenant acknowledges that Landlord does not warrant that the Real Property is or may be located within a Benefited Area.

### **§31. HAZARDOUS MATERIALS**

(a) For purposes of this Lease: (i) "CERCLA" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (ii) "Hazardous Material" or "Hazardous Materials" means and includes petroleum (including, without limitation, gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse, oil mixed with wastes and any other petroleum related product), flammable explosives, radioactive materials, any substance defined or designated as a "hazardous substance," under Sections 101(14) and 102 of CERCLA or any other materials defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree; (iii) "Release" shall have the meaning given such term, or any similar term, in Section 101(22) of CERCLA; and (iv) "Environmental Law" or "Environmental Laws" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect and as amended from time to time, including without limitation, the following (amended or replaced from time to time) and all regulations promulgated thereunder or in connection therewith; CERCLA; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); The Clean Air Act ("CAA"); The Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); and the Occupational Safety and Health Act of 1970 ("OSHA").

(b) Tenant hereby covenants and agrees that (i) no activity shall be undertaken on the Leased Premises, nor shall any activity be undertaken within the Building or on the Real Property by Tenant or its agents, employees, contractors, or invitees, which would in any event cause (A) the Leased Premises or the Building to become a hazardous waste treatment, storage or disposal facility regulated or subject to regulation under any Environmental Law, (B) a Release of any Hazardous Material into the environment at, on, in, under, above, through, or surrounding the Leased Premises or the Building, or (C) the discharge of pollutants or effluents into any water source or system, which would require a permit under any federal law, state law, local ordinance or any other Environmental Law pertaining to such matters; (ii) Tenant shall at its sole cost and expense comply with, and ensure compliance by its agents, employees, contractors, or invitees with, all applicable Environmental Laws relating to or affecting the Leased Premises, and Tenant shall keep the Leased Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws arising out of Tenant's use of the Leased Premises, all at Tenant's sole cost and expense; (iii) Tenant will, at Tenant's sole cost and expense, obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with all applicable Environmental Laws (the "Permits") and Tenant at all times shall remain in full compliance with the terms and provisions of the Permits; (iv) Tenant shall immediately give Landlord oral and written notice in the event that Tenant receives any communication from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Leased

Premises or the Building or on the Real Property or otherwise with respect to Tenant's use and occupancy of the Leased Premises or the operation of Tenant's business therein; and (v) Tenant shall, at Tenant's sole cost and expense, conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Leased Premises or on the Real Property, or, where resulting from acts or omissions of Tenant or its agents, employees, contractors and invitees in accordance with all applicable Environmental Laws.

(c) Tenant hereby agrees to hold Landlord harmless from and against any and all liens, demands, suits, actions, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Landlord and/or the Leased Premises, the Building up to the extent of the Tenant's insurance requirements, as set forth in §7(c) of this Lease for, with respect to, or as a direct or indirect result of: (i) the Release or presence from, in, on, over or under the Leased Premises of any Hazardous Materials regardless of quantity where caused by Tenant or its agents, employees or contractors; (ii) the Release or presence from, in, on, over or under the Building or on the Real Property of any Hazardous Materials regardless of quantity where caused by Tenant or its agents, employees or contractors; (iii) the violation of any Environmental Laws relating to or affecting the Leased Premises or Tenant, where caused by or within the control of Tenant or its agents, employees or contractors; and (iv) the failure by Tenant to comply fully with the terms and provisions of this section, provided that nothing contained in this section shall make Tenant liable or responsible for conditions existing prior to the commencement of the Term of this Lease or first occurring after the expiration of the Term of this Lease except where caused by Tenant or its agents, employees or contractors.

(d) The obligations and liabilities of Tenant under this section shall survive the expiration of the Term or earlier termination of this Lease.

### **§32. SIGNAGE**

Landlord shall have the right to install and maintain a sign (or signs) on the Real Property identifying the Building. Tenant shall have the right to maintain a listing on the directory of the Building and a sign on or beside the door adjacent to the entry to the Leased Premises; provided that such sign is in compliance with standard signage criteria for the Building and is in compliance with all applicable laws and ordinances. Tenant shall also have the right to install, at its sole cost and expense, a sign on the ., provided that such sign is in compliance with standard signage criteria for the Building and is in compliance with all applicable laws and ordinances. Tenant shall be responsible for obtaining approval of such monument signage by the City of New Albany and The New Albany Company, and the cost to design, install, operate, maintain and remove such monument signage shall be paid for by the Tenant. Tenant shall not have the right to maintain any other signs on the Real Property or on or within the Building without the prior written consent of Landlord (in Landlord's sole discretion). Upon the expiration of the Term, Tenant shall be responsible for all costs to remove any and all signs bearing Tenant's name and for the cost of repair necessitated thereby.

### **§33. BROKERS**

Tenant and Landlord each represent and warrant to the other that there are no claims for brokerage commissions or finder's fees in connection with this Lease other than such commissions payable to The Daimler Group, Inc., who has been serving as the broker for Landlord (hereinafter, "Landlord's Broker"). Each party agrees to indemnify the other and hold it harmless from and against any and all claims, demands or costs/expenses (including attorney's fees) arising from any other broker or finder (other than Landlord's Broker) claiming to have represented that party in this Lease. This obligation shall survive the termination of



this Lease. Landlord shall be obligated to pay Landlord's Broker in the manner contemplated in separate agreements with those parties.

**§34. NOTICES**

All notices and other communications required or desired to be given to either party under this Lease shall be in writing and shall be deemed given when delivered via electronic mail with read receipt requested; provided that notice is also provided personally or via, Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at that address:

If to Tenant:

City Manager  
City of New Albany, Ohio  
Village Hall  
99 W. Main Street  
New Albany, Ohio 43054  
Email Address: [jstefanov@newalbanyohio.org](mailto:jstefanov@newalbanyohio.org)

Director of Development  
City of New Albany, Ohio  
Village Hall  
99 W. Main Street  
New Albany, Ohio 43054  
Email: [jchrysler@newalbanyohio.org](mailto:jchrysler@newalbanyohio.org)

Law Director  
City of New Albany, Ohio  
99 W. Main Street  
New Albany, Ohio 43054

If to Landlord:

Waters Edge III LLC  
c/o The Daimler Group, Inc.  
1533 Lake Shore Drive  
Columbus, Ohio 43204  
Attention: Legal Department  
Email: [heatherh@daimlergroup.com](mailto:heatherh@daimlergroup.com)

**§35. SURVIVAL OF OBLIGATIONS**

No termination of this Lease and no repossession of the Leased Premises or any part thereof shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination or repossession.

**§36. MEMORANDUM OF LEASE**

This Lease shall not be recorded; however, at the request of either Landlord or Tenant, the other party shall execute, acknowledge, and deliver a memorandum of this Lease (which would exclude all economic terms of

this Lease) for purposes of giving public notice of the rights and obligations of Landlord and Tenant under this Lease.

**§37. NON-WAIVER**

No failure by Landlord to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall effect or constitute a waiver of Landlord's rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

**§38. NO THIRD-PARTY BENEFIT**

This Lease is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors and assigns, and nothing contained in this Lease shall be construed as creating any rights or benefits in or to any third party.

**§39. PREVAILING PARTY**

If either party to this Lease commences any action against the other, the prevailing party in any such action shall be entitled to reimbursement for its reasonable attorneys' fees (and other costs and expenses) from the other party.

**§40. SEVERABILITY**

The intention of the parties to this Lease is to comply fully with all laws governing leases, and this Lease shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Lease, and holds that part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

**§41. GOVERNING LAW; VENUE**

This Lease has been negotiated and executed in the State of Ohio and relates to real property located in the State of Ohio.

All questions concerning the validity or intention of this Lease shall be resolved under the laws of the State of Ohio. The parties to this Lease hereby designate the Court of Common Pleas of Franklin County, Ohio, as the court of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Lease; hereby irrevocably consent to such designation, jurisdiction and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.

**§42. EXHIBITS**

All exhibits attached to this Lease are incorporated herein by reference.

**§43. COMPLETE AGREEMENT**

This document (with its exhibits, which are hereby incorporated herein by reference) contains the entire Lease between the parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to this Lease shall be made or be binding unless made in writing and signed by each of the parties.

**§44. COUNTERPARTS**

This Lease may be executed in several counterparts and each executed counterpart shall be considered an original of this Lease.

**§45. GENDERS AND NUMBERS**

When the context permits, each pronoun used in this Lease includes pronouns of the same person in other genders or numbers and each noun used in this Lease includes the same noun in different numbers.

**§46. TIME OF THE ESSENCE**

The time for payment of Rent and all other amounts to be paid by Tenant under this Lease and for performance and observance of all other obligations and conditions to be performed or observed by Tenant under this Lease shall be of the essence of this agreement.

**§47. CAPTIONS**

The captions at the beginnings of the sections of this Lease are not part of the context of this agreement, but are merely labels to assist in locating those sections, and shall be ignored in construing this Lease.

**§48. SUCCESSORS IN INTEREST**

Except as otherwise provided in this Lease, all provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each party to this Lease.

[Acknowledgements and Signatures appear on the following page]

**LANDLORD:**

**WATERS EDGE III LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**CITY OF NEW ALBANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO  
FRANKLIN COUNTY

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Waters Edge III 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 this notarial act.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
\_\_\_\_\_ COUNTY

This document was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of City of New Albany, a \_\_\_\_\_ on behalf of \_\_\_\_\_. No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Notary Public

## EXHIBIT A - LEGAL DESCRIPTION OF REAL PROPERTY

### 3.125 ACRES

Situated in the State of Ohio, County of Franklin, City of New Albany, lying in Section 13, Quarter Townships 1 and 2, Township 2, Range 16, United States Military Lands, and being part of the remainder of that 12.061 acre tract of land conveyed to The New Albany Company LLC by deed of record in Instrument Number 201009240125373 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

BEGINNING at a 3/4 inch iron pipe found at the intersection of westerly right-of-way line of New Albany-Condit Road (State Route 605, width varies) with the northerly right-of-way line of State Route 161 (width varies), being a northerly corner of that 7.332 acre tract of land conveyed as Parcel 18WD-3 to the State of Ohio by deed of record in Official Record 25998C15 and being the southeasterly corner of the remainder of said 12.061 acre tract;

thence North 86° 01' 04" West, with said northerly right-of-way line, a distance of 434.61 feet to an iron pin set;

thence across the remainder of said 12.061 acre tract, the following courses and distances:

North 15° 45' 51" East, a distance of 127.52 feet to an iron pin set;

North 14° 46' 03" East, a distance of 92.58 feet to an iron pin set;

North 03° 45' 00" East, a distance of 94.97 feet to an iron pin set;

South 86° 07' 24" East, a distance of 29.39 feet to an iron pin set;

North 03° 45' 10" East, a distance of 36.13 feet to an iron pin set;

South 86° 34' 58" East, a distance of 29.31 feet to an iron pin set;

North 03° 37' 46" East, a distance of 26.90 feet to an iron pin set;

South 86° 22' 16" East, a distance of 158.81 feet to an iron pin set;

South 29° 48' 07" East, a distance of 27.40 feet to an iron pin set; and

North 76° 04' 06" East, a distance of 67.38 feet to an iron pin set on said westerly right-of-way line and on the westerly line of that 0.304 acre tract of land conveyed to State of Ohio by deed of record in Official Record 21549D08;

thence South 13° 56' 47" East, with said westerly right-of-way line and westerly line, a distance of 99.47 feet to a 3/4 inch iron pipe found at the common westerly corner to said 0.304 and 7.332 acre tracts;

thence continuing with said westerly right-of-way line and westerly lines of said 7.332 acre tract, the following courses and distances:

South 21° 07' 14" East, a distance of 174.17 feet to a 3/4 inch iron pipe found; and

South 08° 26' 48" West, a distance of 121.05 feet to the POINT OF BEGINNING and containing 3.125 acres of land, more or less, of which 1.840 acres lie within Quarter Township 1 and 1.285 acres lie within Quarter Township 2.

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

The above description was prepared using documents of record, prior plats of survey, and observed evidence located from a field survey performed EMH&T in December, 2006.

3.125 ACRES

-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 EMBIT INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83 South Zone (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 5574 and FCGS 5113, with a portion of Central College Road having a bearing of South 86° 09' 36" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

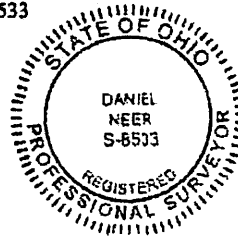
*DAN*

1/23/14

Daniel A. Neer  
Registered Surveyor No. 8533

Date

DAN  
3\_125 ac 20131607-VS-BNDY-01



PRELIMINARY  
APPROVAL  
FRANKLIN COUNTY  
ENGINEERING DEPT.  
DATE 01-24-2014 BY RJN  
~~PENDING DEED ORDER~~

**EXHIBIT B - DEPICTION OF LEASED PREMISES**

## EXHIBIT C - BUILDING RULES AND REGULATIONS

Tenant agrees that it, its agents, employees, invitees and visitors will observe and comply with the following:

1. Landlord agrees to furnish Tenant with four suite keys. No additional locks or bolts of any kind will be placed on doors or windows by Tenant nor will any changes be made in existing locks or the mechanism thereof without Landlord's prior permission. Tenant will, upon termination of its tenancy, return all keys to Landlord. If a lock is to be changed, Tenant shall contact Landlord and Landlord shall make such change at Tenant's expense.

2. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Leased Premises for Tenant, to Landlord for Landlord's approval before performance of any contractual service. This provision shall apply to all work performed in the Building including installation of telephone equipment, electrical devices, plumbing and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, and equipment in any physical portion of the Building.

3. No Tenant shall at any time occupy any part of the Building or the Leased Premises as a sleeping or lodging quarter.

4. Tenant shall not place or use in or about the Leased Premises any explosives, gasoline, kerosene, oil, acids, caustics, paints or any inflammable, explosive, or hazardous material without written consent of Landlord; provided, however, Tenant shall be permitted to use or store customary office supplies in the Leased Premises.

5. Intentionally omitted.

6. Landlord will not be responsible for damaged, lost or stolen personal property, automobiles, vehicles, equipment, money, jewelry or property of any kind from the Leased Premises, Building, parking lot, Tenant's area or public restrooms regardless of whether such loss occurs when area is locked against entry or not.

7. No motorized vehicles, including but not limited to scooters, or animals, of any kind shall be brought into or kept in or about the Leased Premises.

Notwithstanding the foregoing, during the Term, Tenant's employees, subtenants, licensees, agents, and invitees, shall be permitted to bring their dogs into the Leased Premises (the "Permitted Dogs"); provided, however, that (i) Tenant agrees to hold harmless Landlord from and against any and all damages, claims, losses, demands, costs, expenses (including actual and reasonable attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual up to the extent of the Tenant's insurance requirements, as set forth in §7(c) of this Lease and in this Section 7 of the Building Rules and Regulations, which the Landlord may suffer or incur arising out of any and all acts of the Permitted Dogs (including, but not limited to, biting, causing bodily injury, damaging the Building and/or the Leased Premises, or damaging the property of Landlord or Landlord's agents, employees, or contractors, or any other tenant or occupant of the Building) and/or the presence of the Permitted Dogs in, on or about the Leased Premises, Building and/or the Real Property; (ii) Tenant maintains liability insurance sufficient to cover any and all dog-related injuries and damage, and Tenant shall provide Landlord with a certificate evidencing such insurance simultaneously with Tenant's delivery of certificates of insurance required to be delivered by Tenant to Landlord under Article 7 of the lease; (iii) Tenant complies with all applicable laws associated with or governing the presence of the Permitted Dogs at the Leased Premises, and the presence of the Permitted Dogs shall not violate the certificate



of occupancy for the Building and/or the Leased Premises or any other municipal, state or federal laws or regulations, as applicable; (iv) Tenant shall be responsible for any additional costs arising from the presence of the Permitted Dogs in the Leased Premises, which are in excess of the costs that would have been incurred had the Permitted Dogs not been allowed; (v) Tenant shall be responsible to immediately remove any waste and excrement of the Permitted Dogs from the Leased Premises, Building, and/or Real Property, and to properly clean the affected area; (vi) the Permitted Dogs are leashed at all times that they are not within the Leased Premises; and (vii) no Permitted Dog shall be allowed to bark excessively or otherwise create a nuisance at the Building and/or Real Property.

Landlord may, upon written notice to Tenant, rescind Tenant's rights pursuant to this paragraph 7 to allow Permitted Dogs in the Leased Premises, Building and/or Real Property, in the event that Tenant violates any provision of this paragraph 7 and fails to cure said violation within 10 days after Tenant receives written notice from Landlord of Tenant's violation of this paragraph 7.

8. None of the entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied, or thrown into these areas, or such areas be used at any time except for access or egress by Tenant, Tenant's agents, employees, or invitees.

9. No person shall disturb the occupants of the Building by the use of any musical instruments or electronic music reproduction systems, intercoms or pagers which would compromise the quiet enjoyment of other tenants.

10. Nothing shall be thrown out of the windows of the Building or down the stairways or other passages.

11. Movement in or out of the Building or the Leased Premises of furniture or office supplies and equipment or dispatch or receipt by Tenant of any merchandise or materials, which requires use of elevators or stairways, or movement through the Building entrances or lobby, shall be restricted to hours mutually agreed by Landlord and Tenant. All such movement shall be under supervision of Landlord and carried out in the manner agreed to between Tenant and Landlord by prearrangement before performance. Such prearrangement will include determination by Landlord of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant assumes all risks and claims of damages to persons and properties arising in connection with any such movement.

12. The Landlord shall not be liable for any damages from the stoppage of elevators for necessary or desirable repairs or improvements, or delays of any sort or duration in connection with the elevator service.

13. No awnings or other projections shall be attached to the outside of the Building and no curtains, blinds, shades, or screens, other than those specified by Landlord, will be used in connection with any window of the Leased Premises without the written consent of Landlord.

14. Canvassing, soliciting and peddling in the Building are prohibited and the Tenant shall cooperate to prevent the same.

15. No smoking is permitted in the public areas of the Building: lobby, elevators, hallways, stairwells and restrooms.



## RESOLUTION R-44-2024

### **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT AND A MEMORANDUM OF UNDERSTANDING WITH MICROSOFT CORPORATION, AND MAKING RELATED AUTHORIZATIONS**

**WHEREAS**, the Council for the City of New Albany, Ohio (the "City") by its Resolution No. R-17-09 adopted March 3, 2009 (the "Original CRA Legislation"), created the Oak Grove II Community Reinvestment Area (the "Original Area"), and by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-2012 adopted October 2, 2012, No. R-26-2013 adopted August 6, 2013, No. R-72-2014 adopted September 16, 2014, and R-49-2015 adopted November 17, 2015, No. R-45-2016 adopted November 1, 2016, No. R-02-17 adopted February 7, 2017, No. R-17-18 adopted July 17, 2018, No. R-41-18 adopted November 6, 2018, No. R-05-2019 adopted February 19, 2019, No. R-37-2019 adopted August 6, 2019, No. R-15-2021 adopted April 6, 2021, No. R-46-21 adopted September 21, 2021, No. R-09-2022 adopted February 1, 2022, No. R-18-2022 adopted May 3, 2022, and No. R-38-2022 adopted November 15, 2022, No. R-21-2023 adopted April 18, 2023, and No. R-46-2023 adopted November 7, 2023 (together the "CRA Expansion Legislation" and collectively with the Original CRA Legislation the "CRA Legislation"), amended the designation of the Original Area to include the area known as the "Johnstown Monroe Area", "Johnstown Monroe Annex", "Licking Heights Annex", "Cobbs Road Annex", "Harrison Road Area", "Innovation Campus Area" "Innovation Campus Way Extension" "Beech Road South", "Babbitt Road", "Central College Road Area", "Jug Street North", "Jug Street South", "Innovation District East", "Innovation District East Expansion", "Mink Street and Green Chapel Road Expansion", "Beech Rd. & US 62 District" and "Northeast Business Park District", respectively, and certain other parcels within the City (collectively, with the Original Area, the "Area"), and designated that entire Area the Oak Grove II Community Reinvestment Area; and

**WHEREAS**, the Directors of the Department of Development of the State of Ohio and the Ohio Development Services Agency (successor and predecessor to one another) have determined and certified that the aforementioned Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a "Community Reinvestment Area" pursuant to that Section 3735.66; and

**WHEREAS**, Microsoft Corporation (the "Company") has submitted to the City the application attached to the Community Reinvestment Area Agreement (the "CRA Agreement") referred to in Section 1 of this Resolution (the "Agreement Application"), together with the fee referred to in Section 6 of that CRA Agreement; and

**WHEREAS**, the Housing Officer of the City designated under Ohio Revised Code Section 3735.65 has reviewed the Application and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and to improve the economic climate of the City; and

**WHEREAS**, the City, having appropriate authority, desires to provide certain property tax incentives to encourage the development of the Project (as defined in the CRA Agreement); and

**WHEREAS**, the Boards of Education of both the Johnstown-Monroe Local School District and the Licking County Joint Vocational School District (also known as “Career and Technology Education Centers of Licking County” or “C-TEC”) have each waived their rights to receive notice under Section 5709.83 of the Revised Code in accordance with their respective compensation agreements entered into with the city of New Albany; and

**WHEREAS**, the Company requires an adequate supply of water and sewer services for the development and operation of the Project and the City and Company desire to enter into a Memorandum of Understanding (the “MOU”) addressing the availability and supply of water and sewer services for the development and operation of the Project.

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

**Section 1. Community Reinvestment Area Agreement.** The CRA Agreement for the Project, by and between the City and the Company, in the form presently on file with the Clerk of the Council which provides for a 100% CRA exemption for 15-years for the proposed Project is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City which shall be approved by the city manager. The city manager, for and in the name of this City, is hereby authorized to execute that CRA Agreement and approve the character of any changes or amendments thereto as not inconsistent with this Resolution and not substantially adverse to this City that are approved by the city manager, which approval shall be conclusively evidenced by the city manager's execution of that CRA Agreement.

**Section 2. Water and Sewer Services Memorandum of Understanding.** The Memorandum of Understanding by and between the City and the Company, in the form presently on file with the Clerk of the Council which addresses the availability and supply of water and sewer services for the development and operation of the Project, is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City which shall be approved by the city manager. The city manager, for and in the name of this City, is hereby authorized to execute that MOU and approve the character of any changes or amendments thereto as not inconsistent with this Resolution and not substantially adverse to this City that are approved by the city manager, which approval shall be conclusively evidenced by the city manager's execution of that MOU.

**Section 3. Further Authorizations.** This Council hereby further authorizes and directs the city manager, the director of law, the director of finance, the community development director, the clerk of council, or any such other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions (including by not limited to making application and preliminary arrangements for financing that is then subject to formal approval by this Council) as

may be appropriate to implement this Resolution and the transactions referenced or contemplated in this Resolution and the CRA and the MOU authorized and approved in this Resolution.

**Section 4. Compliance with the Law.** This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting 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 all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5. 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 \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

<b>Legislation dates:</b>	
Prepared:	09/18/2024
Introduced:	10/01/2024
Revised:	
Adopted:	
Effective:	



**RESOLUTION R-45-2024**

**A RESOLUTION DECLARING INTENT TO APPROPRIATE PROPERTY AND EASEMENTS FOR THE PUBLIC PURPOSE OF MAKING, REPAIRING, IMPROVING, OR CONSTRUCTING GREEN CHAPEL ROAD NW PHASE 2 AS EXTENDED TO JOIN WITH AND/OR BE ADJACENT TO INTERSECTING ROADS, INCLUDING U.S. 62, 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, the State of Ohio and the Ohio Department of Transportation 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 NW; and

**WHEREAS**, the City has determined that improving, making and repairing portions of Green Chapel Road NW as extended and improved at its existing intersections and relocated intersections with other public roads and certain access points to join with improved and existing intersecting roads, including the intersection of Green Chapel Road NW with U.S. 62 and improvements adjacent to U.S. 62, all of which are and shall be open to the public, without charge, (the "Green Chapel Road Project Phase 2") 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; and

**WHEREAS**, throughout the course of the road improvement project, the City has refined its construction plans and the property necessary for it to acquire for the road improvement project and any property described herein for a parcel(s) necessary and essential for the road improvement project and this Resolution supersedes any prior resolution of intent for such parcel(s).

**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 Green Chapel Road NW Phase 2 as extended at the intersections and certain access points to join with improved and existing roadways, including but not limited to U.S. 62.

**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 an 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.** This Resolution and the fee simple interests and permanent and temporary easements identified and described in Exhibit A supersedes any resolution previously adopted by this Council for those same tract(s) of real property and parcel numbers.

**Section 4.** It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 5.** 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 \_\_\_\_\_, 2024.

**Attest:**

\_\_\_\_\_  
Sloan T. Spalding  
Mayor

\_\_\_\_\_  
Jennifer H. Mason  
Clerk of Council

**Approved as to form:**

\_\_\_\_\_  
Benjamin S. Albrecht  
Law Director

<b>Legislation dates:</b>	
Prepared:	09/20/2024
Introduced:	10/01/2024
Revised:	
Adopted:	
Effective:	

**RESOLUTION R-45-2024**

**EXHIBIT A**

This resolution of intent to appropriate includes the acquisition of real property and property interests from the 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. This resolution of intent supersedes any prior resolution of intent previously adopted by this Council for the same tract of real property and parcel number identified in this Exhibit A.

<b>Property Owners</b>	<b>Property Interests and Reference to Descriptions</b>	<b>Licking County Auditor Parcel ID Number</b>
Smart, Rusty Allen Smart, Brandi Lynette	G4-WD Fee simple right of way without limitation of existing access rights 0.169 Acres	037-111954-00.006

<b>PRE-APPROVAL</b> LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <span style="float: right;">BS</span>	
DATE: <span style="float: right;">8/8/24</span>	

**EXHIBIT A**

**PARCEL G4-WD  
0.169 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 25, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 2.500 acre tract conveyed to Rusty Allen Smart and Brandi Lynnette Smart by deed of record in Instrument Number 202108120024279 (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 Johnstown-Utica Road NW (U.S. Route 62) (width varies) and Green Chapel Road NW (Township Road 63), a northwesterly corner of that 91.173 acre tract conveyed as Parcel 2 to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147, the southwesterly corner of the remainder of that 12.281 acre tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, the intersection of the southeasterly line of that 8.977 acre tract conveyed to Nancy A. Rich and Barbara J. Sohayda by deed of record in Instrument Number 200402100004657 and the line common to said Township 2 and Township 3 of said Range 15;

Thence South 87° 03' 41" East, with the centerline of said Green Chapel Road NW, said common Township line, the northerly line of said 91.173 acre tract, the southerly line of said 12.281 acre tract, the northerly line of that 2.000 acre tract conveyed to Bruce Smart and Sharon Smart by deed of record in Instrument Number 199905210021526, a distance of 177.02 feet to a 5/8 inch iron rebar found at an angle point in the centerline of said Green Chapel Road NW, the southerly common corner of said 12.281 acre tract and that 2.921 acre tract conveyed to City of New Albany, Ohio by deed of record in Instrument Number 202407180012160;

Thence South 86° 43' 12" East, with the northerly line of said 2.000 acre tract, said centerline, said common Township line, the southerly line of said 2.921 acre tract, a distance of 241.87 feet to a magnetic nail set at the northwesterly corner of said 2.500 acre tract, the northeasterly corner of said 2.000 acre tract (reference a magnetic nail found North 00° 21' 20" East, at a distance of 0.72 feet), the TRUE POINT OF BEGINNING;

Thence South 86° 43' 12" East with the northerly line of said 2.500 acre tract, said centerline, said common Township line, the southerly lines of said 2.921 acre tract, that 1.443 acre tract conveyed as "Parcel One" and that 0.783 acre tract conveyed as "Parcel Two" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131 (passing a 5/8 inch iron rebar found at a distance of 228.18 feet), a total distance of 364.56 feet to a magnetic nail at the northeasterly corner of said 2.500 acre tract, a northwesterly corner of said 91.173 acre tract;

Thence South 00° 21' 20" West, across said Green Chapel Road NW, and with a line common to said 2.500 and 91.173 acre tracts (passing a 3/4 inch iron pipe capped "#7559" found at a distance of 24.46 feet), a total distance of 26.49 feet to an iron pin set;

Thence across said 2.500 acre tract, the following courses and distances:



**EXHIBIT A**

**PARCEL G4-WD  
0.169 ACRE**

-2-

North 69° 24' 27" West, a distance of 21.70 feet to an iron pin set; and

North 86° 43' 12" West, a distance of 344.17 feet to an iron pin set in the line common to said 2.500 and 2.000 acre tracts;

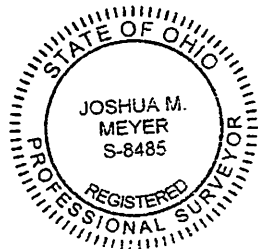
Thence North 00° 21' 20" East, with said common line, a distance of 20.03 feet to the TRUE POINT OF BEGINNING, containing 0.169 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.006 and 0.075 acre of which is within the present roadway occupied.

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

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

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 South 86° 43' 12" 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, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

August 7, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
G04-WD\_0\_169 ac 20220307-VS-BNDY.docx

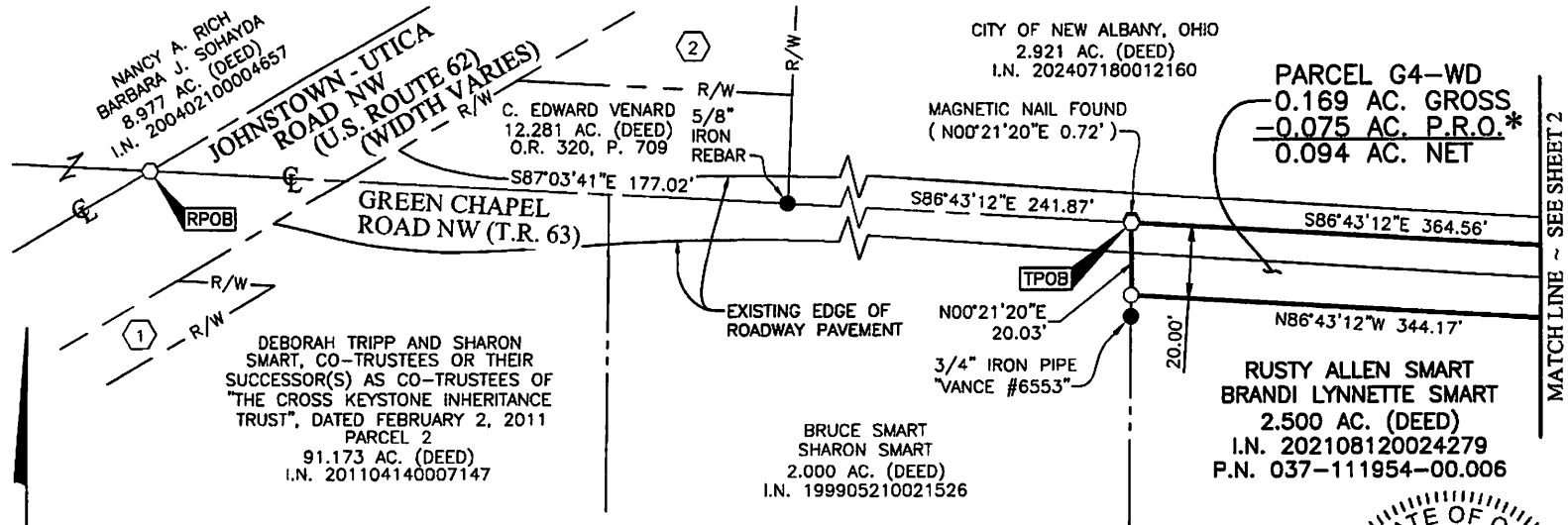


Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers - Surveyors - Planners - Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.776.3648  
 emht.com

# SURVEY OF ACREAGE PARCEL

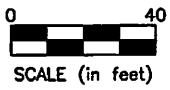
LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	August 7, 2024
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	1 of 3



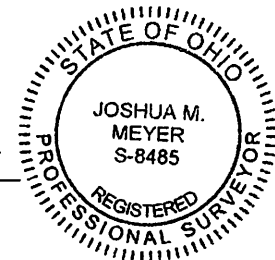
- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set
- ▲ Railroad Spike Found

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



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

8-7-2024  
 Date



Resolution R-45-2024 - EXHIBIT A

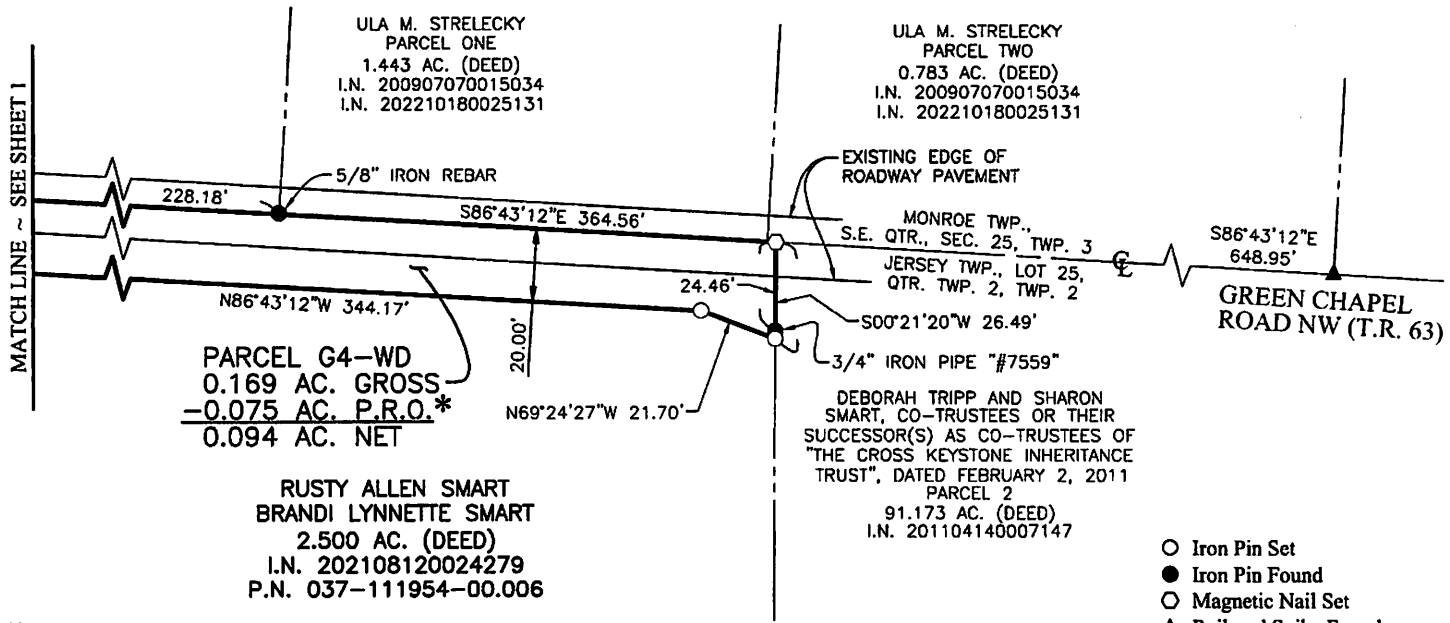


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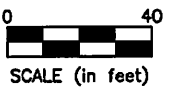
# SURVEY OF ACREAGE PARCEL

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	August 7, 2024
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	2 of 3



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



Resolution R-45-2024 - EXHIBIT A

J:\20220307\DWG\04SHEETS\BOUNDARY\044-WD\_20220307-VS-BNDY.DWG plotted by FERGUSON, DAVID on 8/7/2024 10:42:33 AM last saved by DFERGUSON on 8/7/2024 10:42:30 AM



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

# SURVEY OF ACREAGE PARCEL

LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date:	August 7, 2024
Scale:	N/A
Job No:	2022-0307
Sheet No:	3 of 3

**\* ROAD RIGHT OF WAY NOTE:**

The existing right-of-way width for Green Chapel Road NW 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 South 86°43'12" 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 performed in November and December, 2021, April, 2022, and March, 2024.



HIGHWAY EASEMENT  
 STATE OF OHIO,  
 FOR THE USE AND BENEFIT  
 OF THE DEPARTMENT OF  
 TRANSPORTATION  
 PARCEL 6-SH2  
 I.N. 202112300039710



HIGHWAY EASEMENT  
 STATE OF OHIO,  
 FOR THE USE AND BENEFIT  
 OF THE DEPARTMENT OF  
 TRANSPORTATION  
 PARCEL 9-SH  
 I.N. 202112300039708

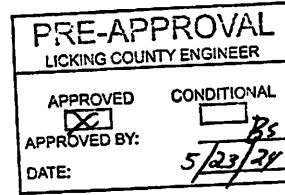
Resolution R-45-2024 - EXHIBIT A

**RESOLUTION R-\_\_-2024**

**EXHIBIT A**

This resolution of intent to appropriate includes the acquisition of real property and property interests from the property owner, the owner's real property intended to be appropriated, the owner's interest therein intended to be appropriated and a legal description and depiction of that real property. This resolution of intent supersedes any prior resolution of intent previously adopted by this Council for the same tract of real property and parcel number identified in this Exhibit A.

<b>Property Owner</b>	<b>Property Interests and Reference to Descriptions</b>	<b>Licking County Auditor Parcel ID Number</b>
Dingess, Michael E.	G6-WD Fee simple right of way without limitation of existing access rights 0.241 Acres  G6-WD2 Fee simple right of way without limitation of existing access rights 0.370 Acres  G6-T Temporary Easement of a public road including grading, seeding, drainage, relocation or maintenance without limitation of access 0.046 Acres	052-176700-00.000 052-173520-00.001 052-173520-00.002



**EXHIBIT A**

**PARCEL G6-WD  
0.241 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 the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being part of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686 and part of that 2.076 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009808 (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 railroad spike found at the southerly common corner of said Section 25 and Section 24 of said Township 3, in the centerline of Green Chapel Road NW (Township Road 63), the northerly line of Township 2 of said Range 15;

Thence with said centerline, the line common to said Townships 3 and 2, the following courses and distances:

North 86° 40' 15" West, a distance of 733.54 feet to a railroad spike found; and

North 86° 43' 12" West, a distance of 175.10 feet to a magnetic nail set at the southeasterly corner of said 2.076 acre tract, the southwesterly corner of that 1.004 acre tract conveyed as Parcel 1 to Mary E. Bullard Fee by deed of record in Instrument Number 201609210020485, in the northerly line of that 91.173 acre tract conveyed as Parcel 2 to Deborah Tripp and Sharon Smart, Co-Trustees or their successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February 2, 2011 by deed of record in Instrument Number 201104140007147, the TRUE POINT OF BEGINNING;

Thence North 86° 43' 12" West, with the southerly lines of said 2.076 and 1.641 acre tracts, said centerline, said common Township line, said northerly line, a distance of 343.10 feet to a magnetic nail set at the southwesterly corner of said 1.641 acre tract, the southeasterly corner of that 0.783 acre tract conveyed as Parcel Two to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131;

Thence North 11° 14' 27" West, across said Green Chapel Road NW, with the line common to said 1.641 and 0.783 acre tracts (passing an iron T-post found at a distance of 20.67 feet (0.35 feet easterly)), a total distance of 35.25 feet to an iron pin set on the arc of a curve;

Thence across said 1.641 and 2.076 acre tracts, the following courses and distances:

With the arc of a curve to the left, having a central angle of 07° 03' 10", a radius of 545.00 feet, an arc length of 67.09 feet, a chord bearing of South 83° 11' 36" East and chord distance of 67.05 feet to an iron pin set at a point of tangency; and

South 86° 43' 12" East, a distance of 284.99 feet to an iron pin set in the line common to said 2.076 and 1.004 acre tracts;

**EXHIBIT A**

**PARCEL G6-WD  
0.241 ACRE**

-2-

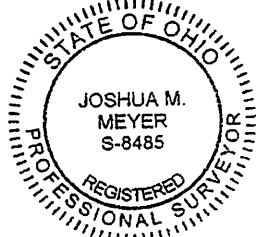
Thence South 03° 14' 08" West, with said common line and across said Green Chapel Road NW (passing a 3/4 inch iron pipe found at a distance of 4.96 feet), a total distance of 30.00 feet to the TRUE POINT OF BEGINNING, containing 0.241 acre, more or less, of which 0.058 acre is within the present roadway occupied. Of said 0.241 acre, 0.092 acre is within Auditor's Parcel Number 052-176700-00.000 and 0.149 acre is within Auditor's Parcel Number 052-173520-00.002.

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 Green Chapel Road NW, having a bearing of North 86°43'12" 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

May 15, 2024

Date

JMM:djf  
G06-WD\_0\_241 ac 20220307-VS-BNDY.docx





**EXHIBIT A**

**PARCEL G6-WD2  
0.370 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 the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being part of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686 and that 2.274 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009807 (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 Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63);

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances:

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 724.37 feet to a magnetic nail set at the northwesterly corner of said 1.641 acre tract, the northerly corner of that 0.783 acre tract conveyed as "Parcel Two" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131, the northeasterly corner of that 1.443 acre tract conveyed as "Parcel One" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131, in the southerly line of that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917, the TRUE POINT OF BEGINNING;

Thence North 60° 04' 31" East, continuing with the centerline of said Johnstown-Utica Road (U.S. Route 62), the northerly lines of said 1.641 and 2.274 acre tracts, the southerly lines of said 28.534 acre tract, that 1.000 acre tract conveyed to Bryan J. Zink and Tracey L. Zink by deed of record in Instrument Number 201306110014947 and that 2.347 acre tract conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188, a distance of 396.10 feet to a magnetic nail set at the northeasterly corner of said 2.274 acre tract, the northwesterly corner of that 2.885 acre tract conveyed to Phillip A. Raedeke by deed of record in Instrument Number 201911040024234;

Thence South 30° 00' 12" East, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 2.274 and 2.885 acre tracts (passing a 3/4 inch iron pipe capped "GEOGRAPHICS" found at a distance of 29.32 feet), a total distance of 40.00 feet to an iron pipe set;

Thence South 60° 04' 31" West, across said 2.274 and 1.641 acre tracts, a distance of 409.68 feet to an iron pin set in the line common to said 1.641 and 0.783 acre tracts;

**EXHIBIT A**

**PARCEL G6-WD2  
0.370 ACRE**

-2-

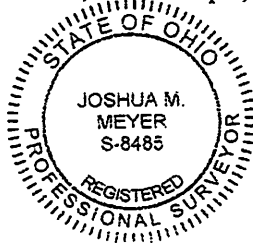
Thence North 11° 14' 27" West, with said common line and across said Johnstown-Utica Road (U.S. Route 62) (passing a 5/8 inch iron rebar found at a distance of 10.89 feet), total distance of 42.23 feet to the TRUE POINT OF BEGINNING, containing 0.370 acre, more or less, 0.276 acre of which is within the present roadway occupied. Of said 0.370 acre, 0.122 acre is within Auditor's Parcel Number 052-176700-00.000 and 0.248 acre is within Auditor's Parcel Number 052-173520-00.001.

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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" 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.

September 18, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
G06-WD2\_0\_370 ac 20220307-VS-ENDY.docx

<b>PRE-APPROVAL</b> LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY:	
DATE: 9-19-24	

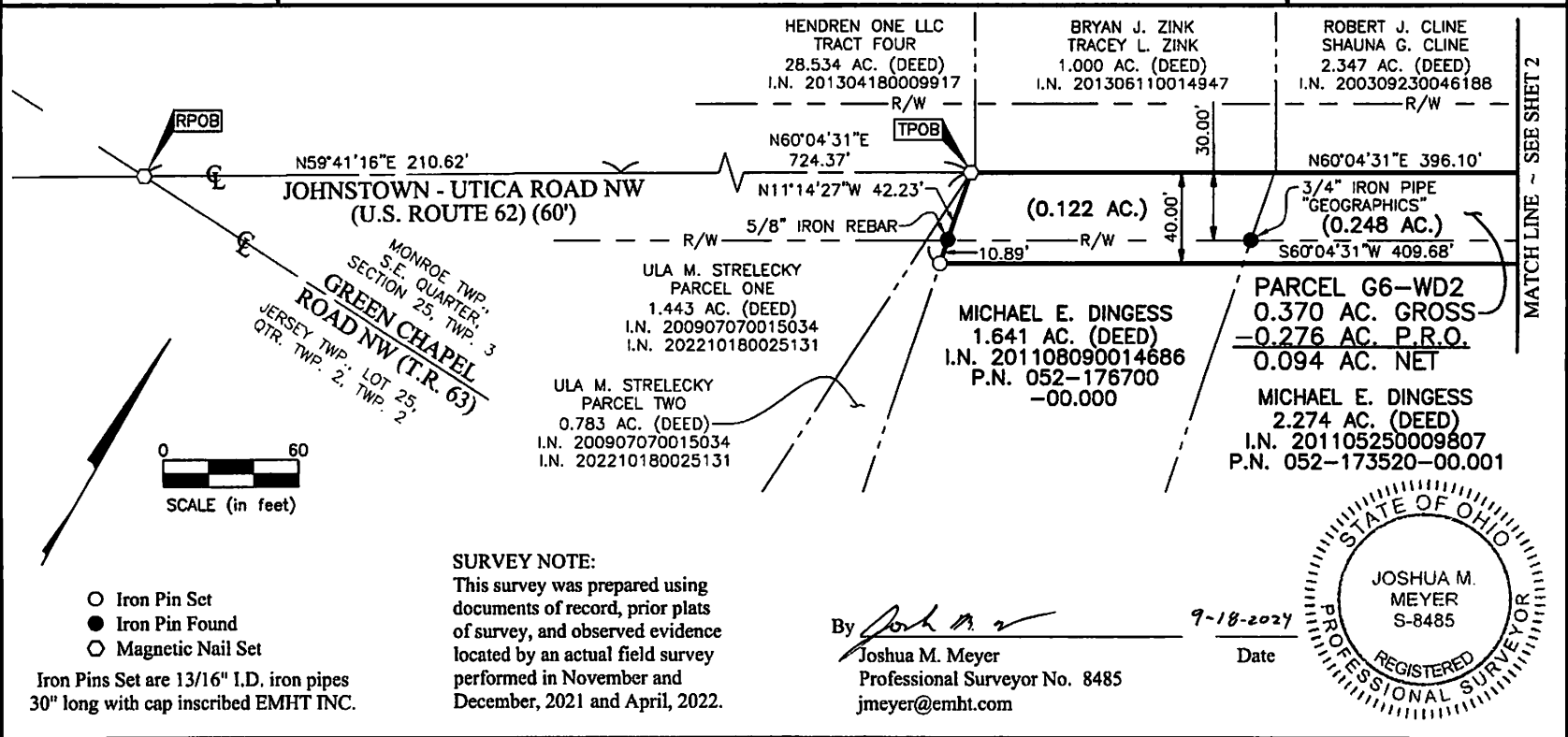


Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 6600 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3448  
 emht.com

# SURVEY OF ACREAGE PARCEL

## SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: September 18, 2024  
 Scale: 1" = 60'  
 Job No: 2022-0307  
 Sheet No: 1 of 2

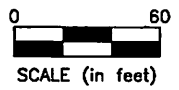
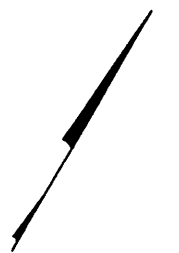
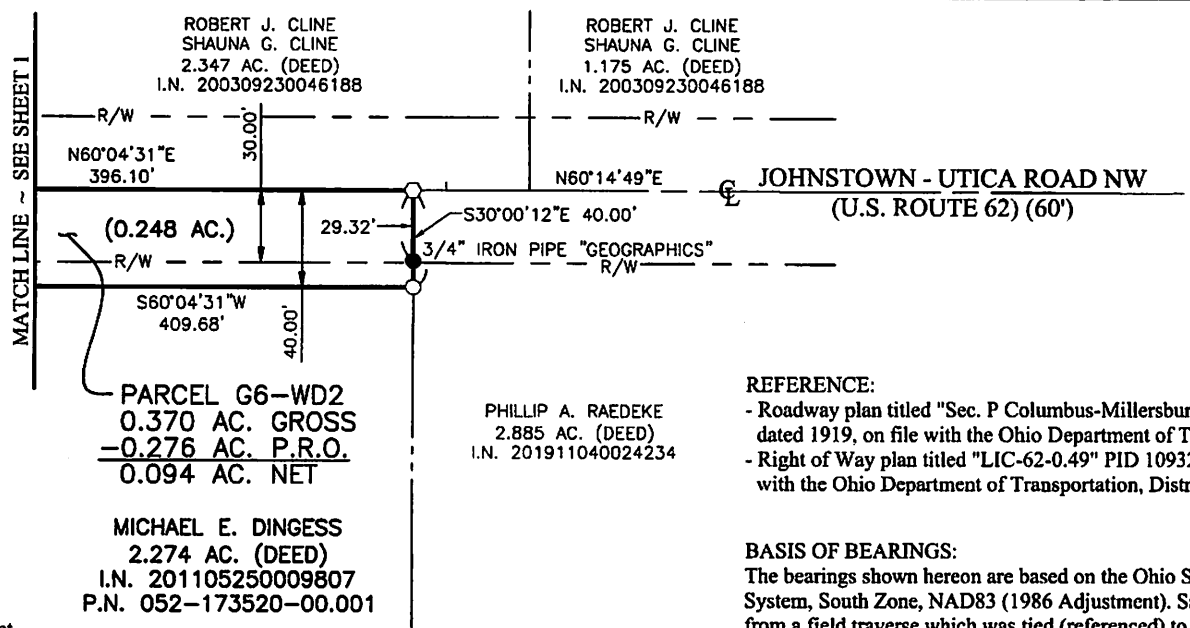


Resolution R-45-2024 - EXHIBIT A

**EMHT**  
 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

**SURVEY OF ACREAGE PARCEL**  
**SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15**  
**UNITED STATES MILITARY DISTRICT**  
**TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	September 18, 2024
Scale:	1" = 60'
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- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

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

**REFERENCE:**

- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

**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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

Resolution R-45-2024 - EXHIBIT A

**EXHIBIT A**

**PARCEL G6-T  
0.046 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 the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being on, over and across that 2.076 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009808 (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 2.076 acre tract, the southwesterly corner of that 1.004 acre tract conveyed as Parcel 1 to Mary E. Bullard Fee by deed of record in Instrument Number 201609210020485, in the line common to said Township 3 and Township 2 of said Range 15;

Thence North 03° 14' 08" East, with the line common to said 2.076 and 1.004 acre tracts, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

Thence North 86° 43' 12" West, across said 2.076 acre tract, a distance of 220.52 feet to a point in the westerly line of said 2.076 acre tract, the easterly line of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686;

Thence North 11° 14' 27" West, with the line common to said 2.076 and 1.641 acre tracts, a distance of 15.49 feet to a point;

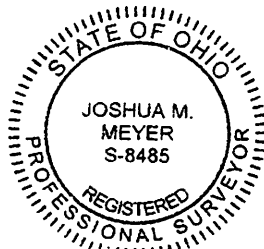
Thence across said 2.076 acre tract the following courses and distances:

South 86° 43' 12" East, a distance of 91.35 feet to a point;

South 03° 16' 48" West, a distance of 10.00 feet to a point; and

South 86° 43' 12" East, a distance of 133.05 feet to a point in the line common to said 2.076 and 1.004 acre tracts;

Thence South 03° 14' 08" West, with said common line, a distance of 5.00 feet to the TRUE POINT OF BEGINNING, containing 0.046 acre, more or less.



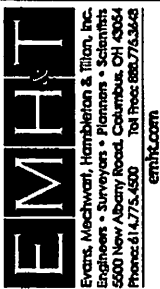
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  
Professional Surveyor No. 8485

May 15, 2024

Date

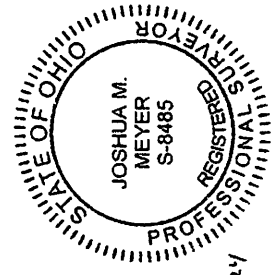
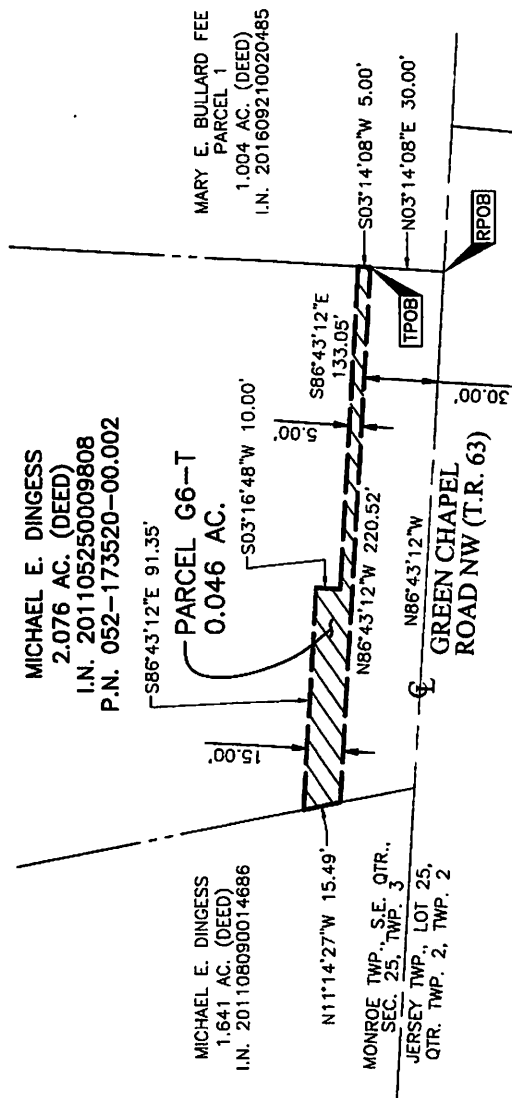
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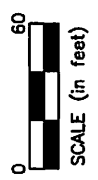
# TEMPORARY EASEMENT

## SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: May 15, 2024  
 Scale: 1" = 60'  
 Job No: 2022-0307  
 Sheet No: 1 of 1



By *Joshua M. Meyer* Date May 15, 2024  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jimeyer@emht.com



20220307.DWG (ASSEMBLY) 20220307-15-ESMT-TEMP.DWG plotted by FERUGSON, DAVID on 5/15/2024 3:17:47 PM Plot saved by FERUGSON on 5/15/2024 3:17:44 PM

**RESOLUTION R-\_\_-2024**

**EXHIBIT A**

This resolution of intent to appropriate includes the acquisition of real property and property interests from the 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. This resolution of intent supersedes any prior resolution of intent previously adopted by this Council for the same tract of real property and parcel number identified in this Exhibit A.

<b>Property Owners</b>	<b>Property Interests and Reference to Descriptions</b>	<b>Licking County Auditor Parcel ID Number</b>
Rooney, Blanca O. Rooney, Paul J.	J2-WD Fee simple right of way without limitation of existing access rights 0.196 Acre	052-173016-01.001

**EXHIBIT A**

**PARCEL J2-WD  
0.196 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 the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being part of that 3.241 acre tract conveyed to Blanca O. Rooney and Paul J. Rooney by deed of record in Instrument Number 201609260020826 (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 Johnstown-Utica Road NW (U.S. Route 62) (width varies) and Green Chapel Road NW (Township Road 63), the westerly corner of the remainder of that 12.281 acre tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, the intersection of the southeasterly line of that 8.977 acre tract conveyed to Nancy A. Rich and Barbara J. Sohayda by deed of record in Instrument Number 200402100004657 and the line common to said Township 3 and Township 2 of said Range 15;

Thence North 59° 41' 16" East, with the centerline of said Johnstown-Utica Road (U.S. Route 62), the line common to said 8.977 acre tract and the remainder of said 12.281 acre tract, a distance of 60.53 feet to a magnetic nail set at the southwesterly corner of said 3.241 acre tract, the southeasterly corner of said 8.977 acre tract, the TRUE POINT OF BEGINNING;

Thence North 30° 23' 50" West, across said Johnstown-Utica Road NW (U.S. Route 62) and with the line common to said 3.241 and 8.977 acre tracts (passing a 5/8 inch iron rebar capped "S.A. ENGLAND PS 7452" found at a distance of 29.52 feet), a total distance of 65.00 feet to a 3/4 inch iron rebar with an aluminum cap stamped "O.D.O.T. R/W District 5" found at an angle point in the northerly right-of-way line of said Johnstown-Utica Road NW (U.S. Route 62);

Thence across said 3.241 acre tract, the following courses and distances:

North 88° 01' 08" East, with said northerly right-of-way line, a distance of 31.61 feet to an iron pin set;

North 59° 41' 16" East, a distance of 122.54 feet to an iron pin set; and

North 60° 04' 31" East, a distance of 31.92 feet to an iron pin set in the easterly line of said 3.241 acre tract, the westerly line of that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917;

Thence South 02° 29' 24" West, across said Johnstown-Utica Road NW (U.S. Route 62), and with the line common to said 3.241 and 28.534 acre tracts, a distance of 59.23 feet to a magnetic nail set at the southerly common corner thereof, in the centerline of said Johnstown-Utica Road NW (U.S. Route 62), at the northwesterly corner of that 2.921 acre tract conveyed to City of New Albany, Ohio by deed of record in Instrument Number 202407180012160, the northeasterly corner of the remainder of said 12.281 acre tract;



**EXHIBIT A**

**PARCEL J2-WD  
0.196 ACRE**

-2-

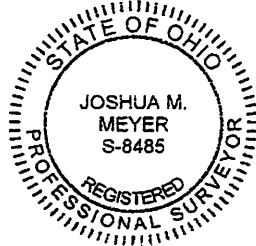
Thence South 59° 41' 16" West, with said centerline, the southeasterly line of said 3.241 acre tract, the northerly line of the remainder of said 12.281 acre tract, a distance of 150.09 feet to the TRUE POINT OF BEGINNING, containing 0.196 acre, more or less, all of which is within Auditor's Parcel Number 052-173016-01.001 and 0.141 acre of which is within the present roadway occupied.

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

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

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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 59°41'16" 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, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Josh M. Meyer*

*August 7, 2024*

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
J02-WD\_0\_196 ac 20220307-VS-BNDY.docx

<b>PRE-APPROVAL</b> LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JM</i>	
DATE: <i>8-8-24</i>	



Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
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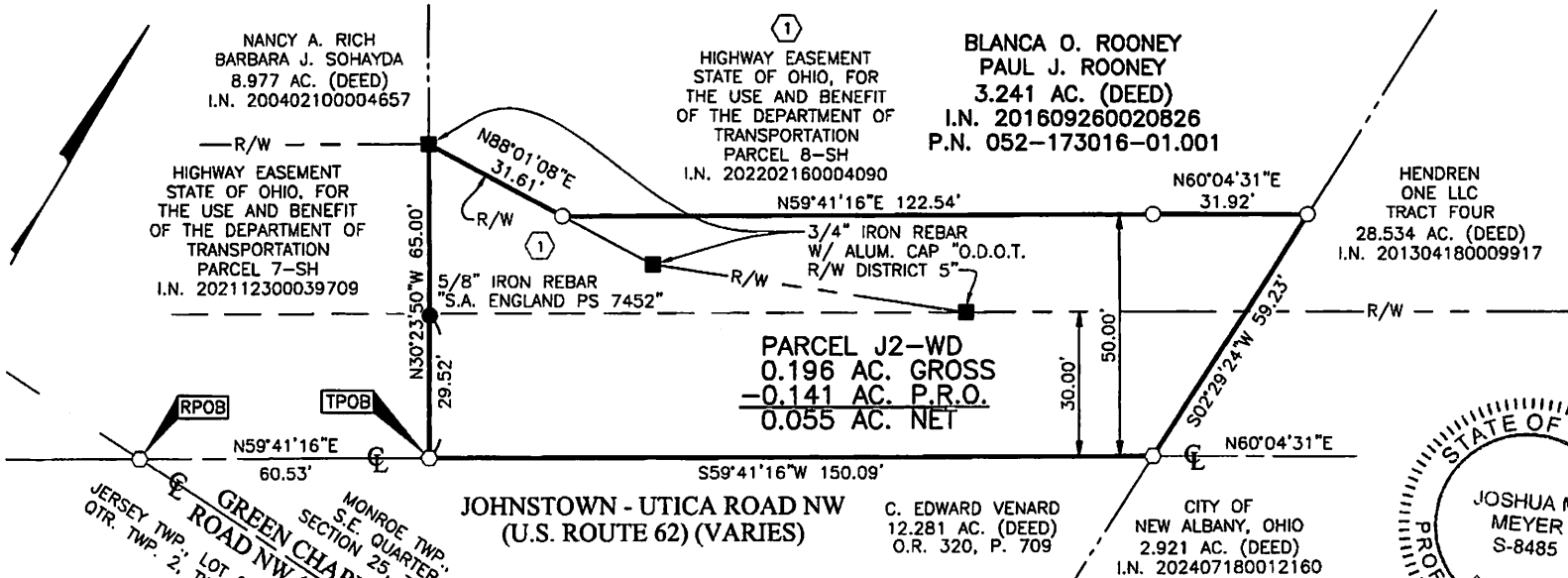
# SURVEY OF ACREAGE PARCEL

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

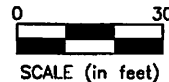
TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	August 7, 2024
Scale:	1" = 30'
Job No:	2022-0307
Sheet No:	1 of 2



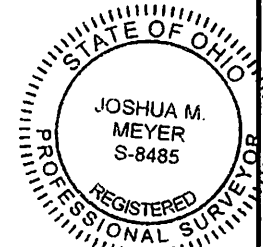
- Iron Pin Set
- Iron Pin Found
- R/W Monument Found
- Magnetic Nail Set

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



**SURVEY NOTE:**  
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.

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



8-7-2024  
 Date

Resolution R-45-2024 - EXHIBIT A



Evans, Mochwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Fax: 614.775.3448  
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**SURVEY OF ACREAGE PARCEL**  
**SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15**  
**UNITED STATES MILITARY DISTRICT**  
**TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	August 7, 2024
Scale:	N/A
Job No:	2022-0307
Sheet No:	2 of 2

**BASIS OF BEARINGS:**

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**REFERENCE:**

- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

Resolution R-45-2024 - EXHIBIT A

**RESOLUTION R-\_\_-2024**

**EXHIBIT A**

This resolution of intent to appropriate includes the acquisition of real property and property interests from the property owner, the owner's real property intended to be appropriated, the owner's interest therein intended to be appropriated and a legal description and depiction of that real property. This resolution of intent supersedes any prior resolution of intent previously adopted by this Council for the same tract of real property and parcel number identified in this Exhibit A.

<b>Property Owners</b>	<b>Property Interests and Reference to Descriptions</b>	<b>Licking County Auditor Parcel ID Number</b>
Hendren One LLC	J3-WD Fee simple right of way without limitation of existing access rights 0.815 Acre	052-172500-00.000

**EXHIBIT A**

**PARCEL J3-WD  
0.815 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES  
IN THE FOLLOWING DESCRIBED PROPERTY  
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[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, Township of Monroe, lying in the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being part of that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917 (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 Johnstown-Utica Road NW (U.S. Route 62) (width varies) and Green Chapel Road NW (Township Road 63), the westerly corner of the remainder of that 12.281 acre tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, in the line common to said Township 3 and Township 2 of said Range 15;

Thence North 59° 41' 16" East, with the centerline of said Johnstown-Utica Road (U.S. Route 62), a distance of 210.62 feet to a magnetic nail set at the southwesterly corner of said 28.534 acre tract, the northwesterly corner of that 2.921 acre tract conveyed to City of New Albany, Ohio by deed of record in Instrument Number 202407180012160, the northeasterly corner of the remainder of that 12.281 acre tract conveyed to C. Edward Venard by deed of record in Official Record 320, Page 709, the southeasterly corner of that 3.241 acre tract conveyed to Blanca O. Rooney and Paul J. Rooney by deed of record in Instrument Number 201609260020826, the TRUE POINT OF BEGINNING;

Thence North 02° 29' 24" East, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 28.534 and 3.241 acre tracts, a distance of 59.23 feet to an iron pin set;

Thence North 60° 04' 31" East, across said 28.534 acre tract, a distance of 694.35 feet to an iron pin set in the easterly line of said 28.534 acre tract, the westerly line of that 1.000 acre tract conveyed to Bryan J. Zink and Tracey L. Zink by deed of record in Instrument Number 201306110014947;

Thence South 29° 55' 14" East, with the line common to said 28.534 and 1.000 acre tracts (passing a 3/4 inch capped iron pipe found at a distance of 19.54 feet), a total distance of 50.00 feet to a magnetic nail set at the southerly common corner thereof, in the centerline of said Johnstown-Utica Road (U.S. Route 62), in the northwesterly line of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686

Thence South 60° 04' 31" West, with said centerline, the southeasterly line of said 28.534 acre tract, the northwesterly line of said 1.641 acre tract, the northwesterly line of that 1.443 acre tract conveyed as "Parcel One" to Ula M. Strelecky by deeds of record in Instrument Numbers 200907070015034 and 202210180025131 and the northwesterly line of said 2.921 acre tract, a distance of 726.09 feet to the TRUE POINT OF BEGINNING, containing 0.815 acre, more or less, all of which is within Auditor's Parcel Number 052-172500-00.000 and 0.494 acre of which is within the present roadway occupied.

**EXHIBIT A**

**PARCEL J3-WD  
0.815 ACRE**

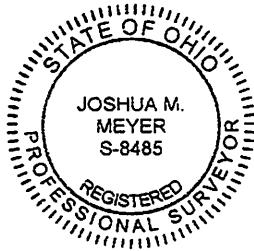
-2-

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

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EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer  
Professional Surveyor No. 8485

August 7, 2024

Date

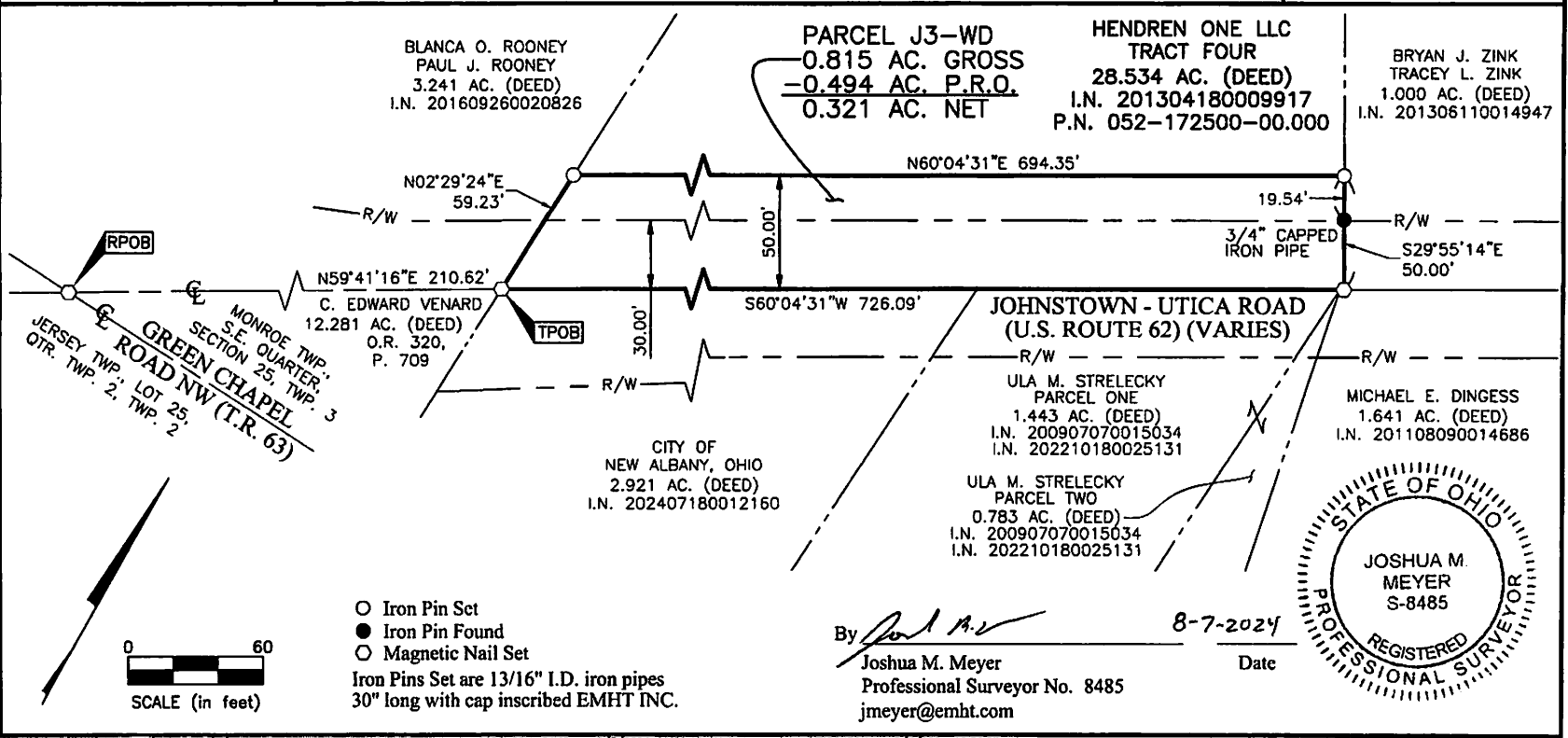
JMM:djf  
J03-WD\_0\_815 ac 20220307-VS-BNDY.docx

<b>PRE-APPROVAL</b>	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
<input checked="" type="checkbox"/>	<input type="checkbox"/>
APPROVED BY:	<i>JMM</i>
DATE:	8-8-24

**EMHT**  
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**SURVEY OF ACREAGE PARCEL**  
**SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15**  
**UNITED STATES MILITARY DISTRICT**  
**TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	August 7, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 2



Resolution R-45-2024 - EXHIBIT A

J:\20220307\DWG\04SHEETS\BOUNDARY\03-WD\_20220307-VS-BNDY.DWG plotted by FERROUSON, DAVID on 8/7/2024 10:56:40 AM last saved by DFERROUSON on 8/7/2024 10:56:37 AM



Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5600 New Albany Road, Columbus, OH 43054  
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**SURVEY OF ACREAGE PARCEL**  
**SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15**  
**UNITED STATES MILITARY DISTRICT**  
**TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO**

Date:	August 7, 2024
Scale:	N/A
Job No:	2022-0307
Sheet No:	2 of 2

**REFERENCE:**

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- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

**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 performed in November and December, 2021, April, 2022, and March, 2024.

Resolution R-45-2024 - EXHIBIT A



**RESOLUTION R-\_\_-2024**

**EXHIBIT A**

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<b>Property Owners</b>	<b>Property Interests and Reference to Descriptions</b>	<b>Licking County Auditor Parcel ID Number</b>
Zink, Bryan J. Zink, Tracey L.	J4-WD Fee simple right of way without limitation of existing access rights 0.121 Acre	052-176760-00.000

**EXHIBIT A**

**PARCEL J4-WD  
0.121 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**

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Beginning, for reference, at a magnetic nail set at the centerline intersection of Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63), in the line common to said Township 3 and Township 2 of said Range 15;

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances:

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 726.09 feet to a magnetic nail set at the southwest corner of said 1.000 acre tract, the southeasterly corner of that 28.534 acre tract conveyed as "Tract Four" to Hendren One LLC by deed of record in Instrument Number 201304180009917, in the northerly line of that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686, the TRUE POINT OF BEGINNING;

Thence North 29° 55' 14" West, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 1.000 and 28.534 acre tracts (passing a 3/4 inch capped iron pipe found at a distance of 30.46 feet), a total distance of 40.00 feet to an iron pin set;

Thence North 60° 04' 31" East, across said 1.000 acre tract, a distance of 132.00 feet to an iron pin set in the easterly line of said 1.000 acre tract, the westerly line of that 2.347 acre tract conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188;

Thence South 29° 55' 14" East, with the line common to said 1.000 and 2.347 acre tracts and across said Johnstown-Utica Road (U.S. Route 62) (passing a 5/8 inch iron rebar found at a distance of 9.56 feet), a total distance of 40.00 feet to a magnetic nail set at the southerly common corner of said 1.000 and 2.347 acre tracts, in the centerline of said Johnstown-Utica Road (U.S. Route 62), the northerly line of that 2.274 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009807;

Thence South 60° 04' 31" West, with the centerline of said Johnstown-Utica Road (U.S. Route 62), the southerly line of said 1.000 acre tract, and the northerly lines of said 2.274 and 1.641 acre tracts, a distance of 132.00 feet to the TRUE POINT OF BEGINNING, containing 0.121 acre, more or less, all of which is within Auditor's Parcel Number 052-176760-00.000 and 0.091 acre of which is within the present roadway occupied.

**EXHIBIT A**

**PARCEL J4-WD**

**0.121 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 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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60° 04' 31" 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 of 2021, April of 2022, and March of 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Josh M. Meyer*

Joshua M. Meyer  
Professional Surveyor No. 8485

*September 18, 2024*

Date

JMM:djf  
J04-WD\_0\_121 ac 20220307-VS-BNDY.docx

<b>PRE-APPROVAL</b>	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>JMM</i>	
DATE: <i>9-19-24</i>	



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

# SURVEY OF ACREAGE PARCEL

## SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15

### UNITED STATES MILITARY DISTRICT

### TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

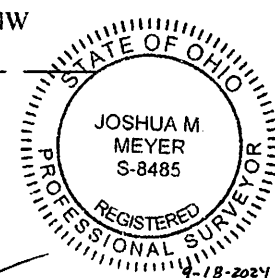
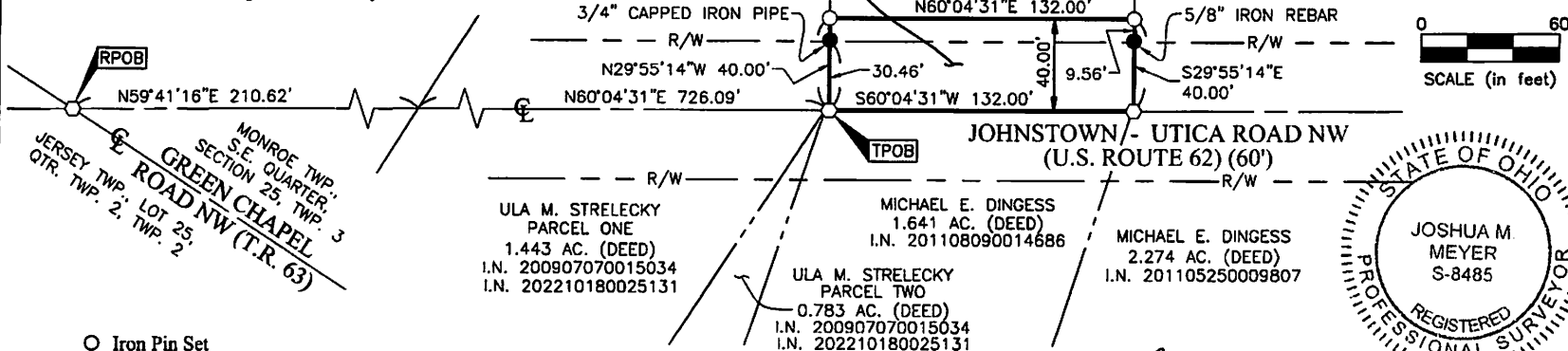
Date:	September 18, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	1 of 1

**BASIS OF BEARINGS:**

The bearings shown hercon 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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" 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 performed in November and December, 2021, April, 2022, and March, 2024.



By *Josh M. Meyer*  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com  
 Date 9-18-2024

**REFERENCE:**

- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

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

Resolution R-45-2024 - EXHIBIT A

**RESOLUTION R-\_\_-2024**

**EXHIBIT A**

This resolution of intent to appropriate includes the acquisition of real property and property interests from the 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. This resolution of intent supersedes any prior resolution of intent previously adopted by this Council for the same tract of real property and parcel number identified in this Exhibit A.

<b>Property Owner</b>	<b>Property Interests and Reference to Descriptions</b>	<b>Licking County Auditor Parcel ID Number</b>
Cline, Robert J. Cline, Shauna G.	J5-WD Fee simple right of way without limitation of existing access rights 0.602 Acres	052-172500-01.000 052-172500-01.003 052-172500-01.001

**EXHIBIT A**

**PARCEL J5-WD  
0.602 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 the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being parts of those 2.347, 1.175 and 2.173 acre tracts conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188 (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 Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63), in the line common to said Township 3 and Township 2 of said Range 15;

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances;

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 858.09 feet to a magnetic nail set at the southwesterly corner of said 2.347 acre tract, the southeasterly corner of that 1.000 acre tract conveyed to Bryan J. Zink and Tracey L. Zink by deed of record in Instrument Number 201306110014947, in the northerly line of that 2.274 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009807, the TRUE POINT OF BEGINNING;

Thence North 29° 55' 14" West, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 2.347 and 1.000 acre tracts (passing a 5/8 inch iron rebar found at a distance of 30.44 feet), a total distance of 40.00 feet to an iron pin set;

Thence across said 2.347, 1.175 and 2.173 acre tracts, the following courses and distances:

North 60° 04' 31" East, a distance of 275.82 feet to an iron pin set; and

North 60° 14' 49" East, a distance of 392.27 feet to an iron pin set in the easterly line of said 2.173 acre tract, the westerly line of that 3.227 acre tract conveyed to Koteswara Rao Nalluri and Suseela Nalluri by deed of record in 202212150029311;

Thence South 03° 12' 31" West, with the line common to said 2.173 and 3.227 acre tracts (passing a 3/4 inch iron rebar found at a distance of 11.52 feet), a total distance of 47.67 feet to a magnetic nail set at the southerly common corner thereof, in the centerline of said Johnstown-Utica Road (U.S. Route 62), at the northwesterly corner of that 1.000 acre tract conveyed to Bryan A. Reames and Megan Q. Reames by deed of record in Instrument Number 202004090008041, the northeasterly corner of that 2.885 acre tract conveyed to Phillip A. Raedeke by deed of record in Instrument Number 201911040024234;

**EXHIBIT A**

**PARCEL JS-WD  
0.602 ACRE**

-2-

Thence with said centerline, with the southerly lines of said 2.173, 1.175 and 2.347 acre tracts, and with the northerly lines of said 2.885 and 2.274 acre tracts, the following courses and distances:

South 60° 14' 49" West, a distance of 366.28 feet to a magnetic nail set; and

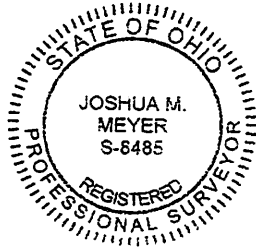
South 60° 04' 31" West, a distance of 275.76 feet to the TRUE POINT OF BEGINNING, containing 0.602 acre, more or less, 0.449 acre of which is within the present roadway occupied. Of said 0.602 acre, 0.285 acre is within Auditor's Parcel Number 052-172500-01.000, 0.142 acre is within Auditor's Parcel Number 052-172500-01.003 and 0.175 acre is within Auditor's Parcel Number 052-172500-01.001.

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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" 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, April, 2022, and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Josh M. Meyer*

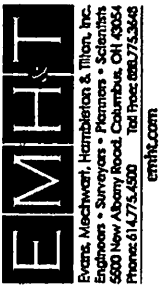
September 18, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

JMM:djf  
J05-WD\_0\_602 ac 20220307-VS-BNDY.docx

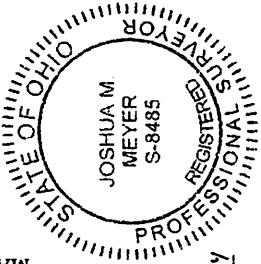
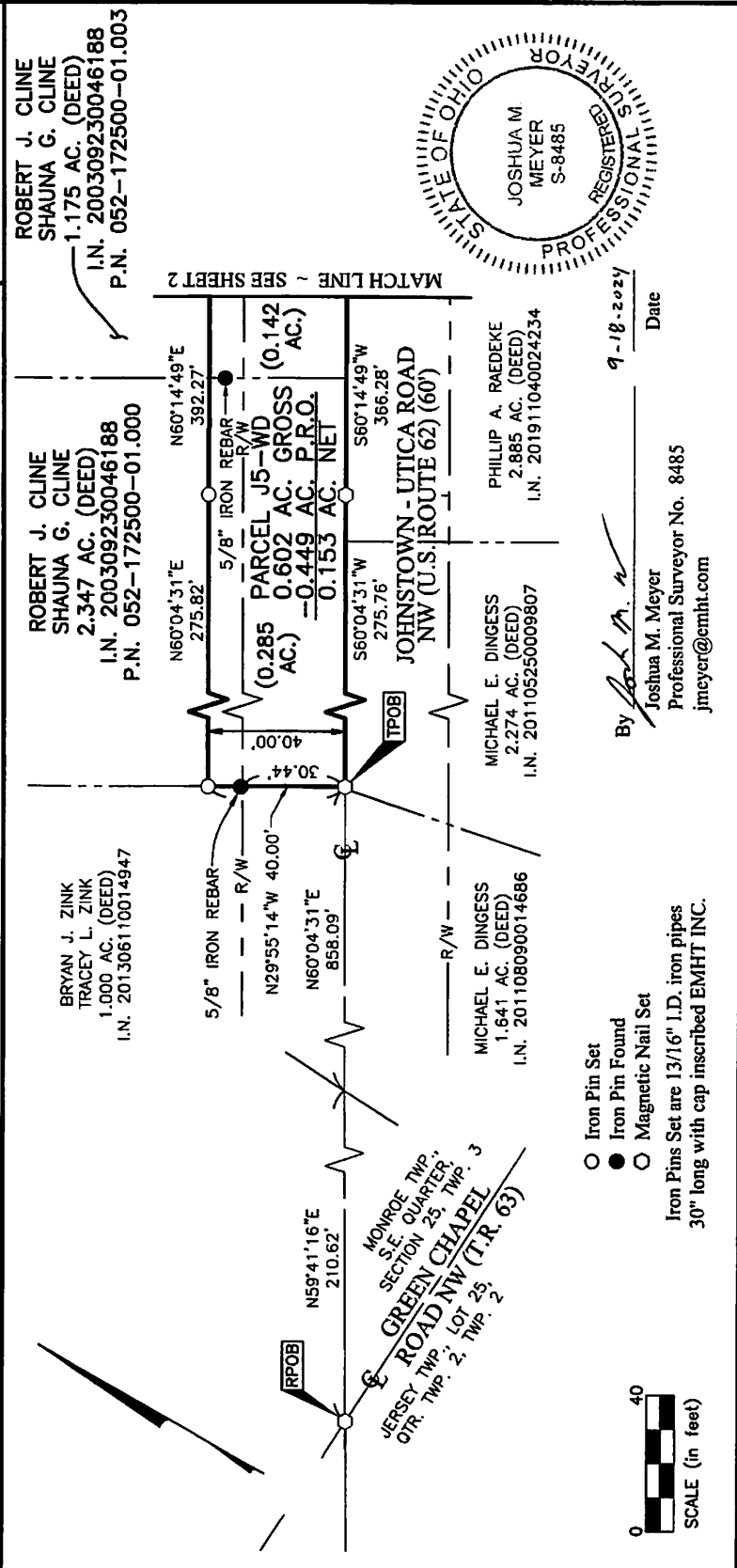
<b>PRE-APPROVAL</b>	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
<input checked="" type="checkbox"/>	<input type="checkbox"/>
APPROVED BY:	<i>JM</i>
DATE: 9-18-24	



# SURVEY OF ACREAGE PARCEL

## SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15 UNITED STATES MILITARY DISTRICT TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: September 18, 2024  
 Scale: 1" = 40'  
 Job No: 2022-0307  
 Sheet No: 1 of 2



By: *Joshua M. Meyer*  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com  
 Date: 9-18-2024

- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

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



J:\2022\0307\DWG\04SHEETS\BOUNDARY\03-25-2023\03-25-2023.DWG plotted by FEROUSSON, DAVID on 9/18/2024 12:12:01 PM last saved by FEROUSSON on 9/18/2024 12:11:55 PM





Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3642  
 emht.com

# SURVEY OF ACREAGE PARCEL

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: September 18, 2024

Scale: 1" = 40'

Job No: 2022-0307

Sheet No: 2 of 2

### 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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

### REFERENCE:

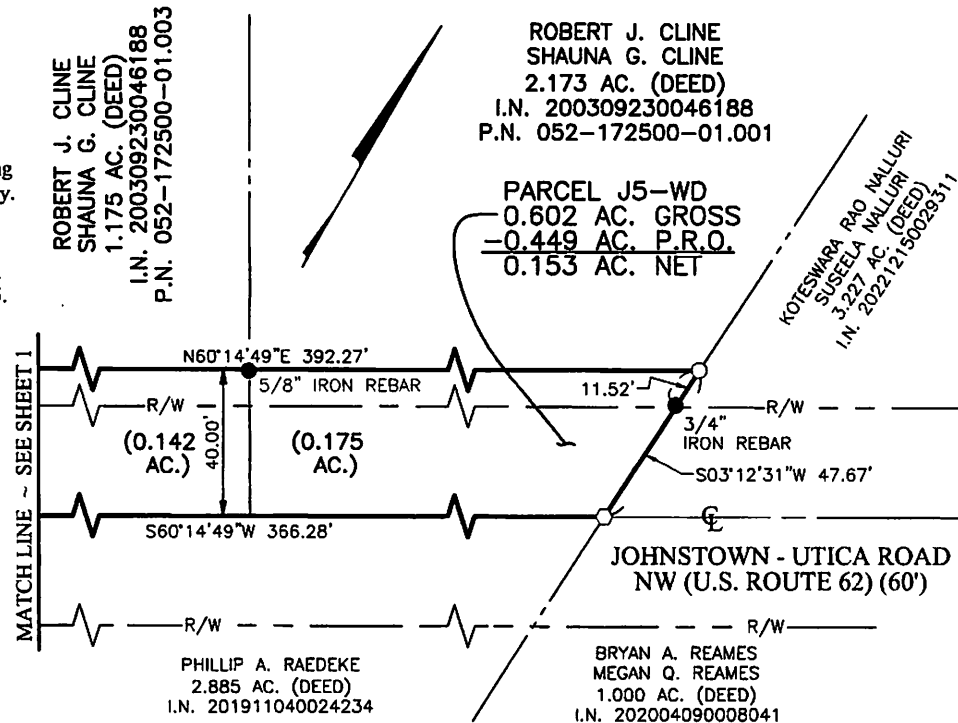
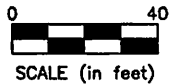
- Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.
- Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

### SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022, and March, 2024.

- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

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



Resolution R-45-2024 - EXHIBIT A

**RESOLUTION R-\_\_-2024**

**EXHIBIT A**

This resolution of intent to appropriate includes the acquisition of real property and property interests from the property owner, the owner's real property intended to be appropriated, the owner's interest therein intended to be appropriated and a legal description and depiction of that real property. This resolution of intent supersedes any prior resolution of intent previously adopted by this Council for the same tract of real property and parcel number identified in this Exhibit A.

<b>Property Owners</b>	<b>Property Interests and Reference to Descriptions</b>	<b>Licking County Auditor Parcel ID Number</b>
Raedeke, Phillip A.	J6-WD Fee simple right of way without limitation of existing access rights 0.337 Acre	052-173520-00.000

<b>PRE-APPROVAL</b> LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <u>BS</u>	
DATE: <u>9/19/24</u>	

**EXHIBIT A**

**PARCEL J6-WD  
0.337 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 the Southeast Quarter of Section 25, Township 3, Range 15, United States Military District, being part of that 2.885 acre tract conveyed to Phillip A. Raedeke by deed of record in Instrument Number 201911040024234 (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 Johnstown-Utica Road NW (U.S. Route 62) (60 feet) and Green Chapel Road NW (Township Road 63);

Thence with the centerline of said Johnstown-Utica Road (U.S. Route 62), the following courses and distances:

North 59° 41' 16" East, a distance of 210.62 feet to a point; and

North 60° 04' 31" East, a distance of 1120.48 feet to a magnetic nail set at the northwesterly corner of said 2.885 acre tract, the northeasterly corner of that 2.274 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201105250009807, in the southerly line of that 2.347 acre tract conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188, the TRUE POINT OF BEGINNING;

Thence continuing with the centerline of Johnstown-Utica Road NW (U.S. Route 62), with the northerly line of said 2.885 acre tract, the southerly lines of said 2.347 acre tract, and those 1.175 and 2.173 acre tracts conveyed to Robert J. Cline and Shauna G. Cline by deed of record in Instrument Number 200309230046188, the following courses and distances:

North 60° 04' 31" East, a distance of 13.38 feet to a magnetic nail set; and

North 60° 14' 49" East, a distance of 366.28 feet to a magnetic nail set at the northeasterly corner of said 2.885 acre tract, the southeasterly corner of said 2.173 acre tract, the southwesterly corner of that 3.227 acre tract conveyed to Koteswara Rao Nalluri and Suseela Nalluri by deed of record in Instrument Number 202212150029311, the northwesterly corner of that 1.000 acre tract conveyed to Bryan A. Reames and Megan Q. Reames 202004090008041;

Thence South 03° 12' 31" West, across said Johnstown-Utica Road (U.S. Route 62) and with the line common to said 2.885 and 1.000 acre tracts (passing a 3/4 inch iron pipe found at a distance of 36.36 feet), a total distance of 47.67 feet to an iron pin set;

Thence across said 2.885 acre tract, the following courses and distances:

South 60° 14' 49" West, a distance of 340.28 feet to an iron pin set; and

**EXHIBIT A**

**PARCEL J6-WD  
0.337 ACRE**

-2-

South 60° 04' 31" West, a distance of 13.27 feet to an iron pin set in the line common to aid 2.885 and 2.274 acre tracts;

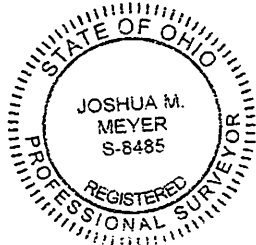
Thence North 30° 00' 12" West, with said common line and across said Johnstown-Utica Road NW (U.S. Route 62) (passing a 3/4 inch iron pipe capped "GEOGRAPHICS" found at a distance of 10.68 feet), a total distance of 40.00 feet to the TRUE POINT OF BEGINNING, containing 0.337 acre, more or less, all of which is within Auditor's Parcel Number 052-173520-00.000 and 0.255 acre of which is within the present roadway occupied.

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

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

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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" 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, April, 2022 and March, 2024.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

September 18, 2024

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

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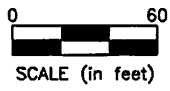
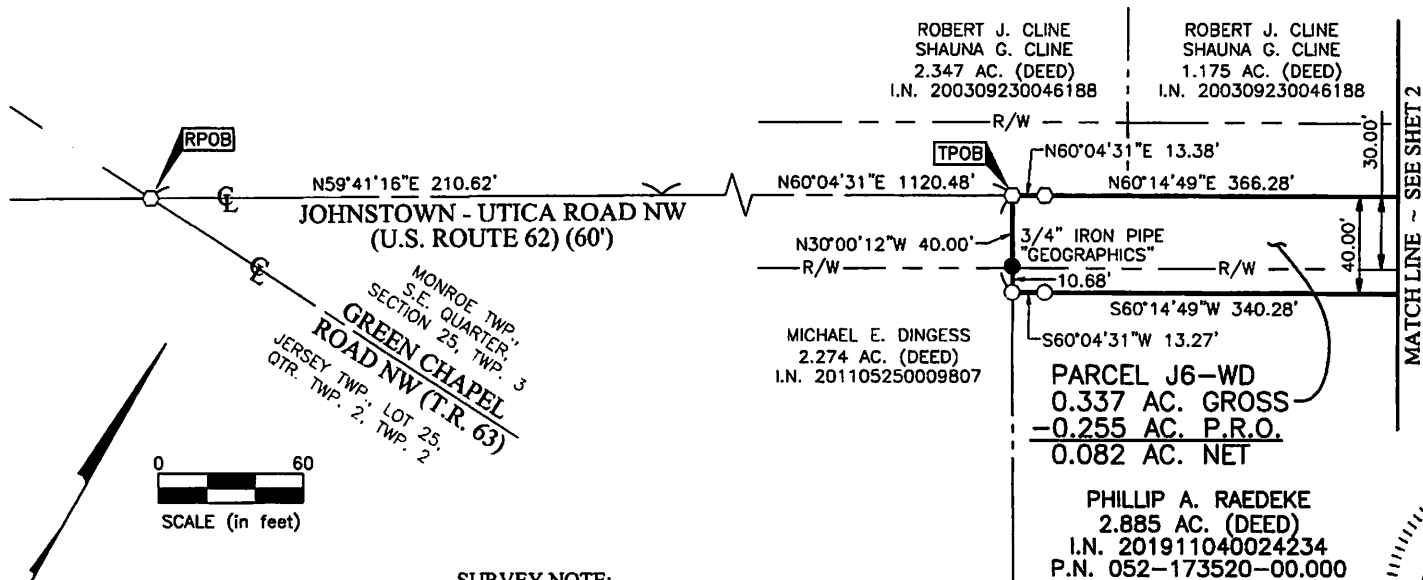


Evans, Mechwart, Hamblen & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

# SURVEY OF ACREAGE PARCEL

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date: September 18, 2024  
 Scale: 1" = 60'  
 Job No: 2022-0307  
 Sheet No: 1 of 2

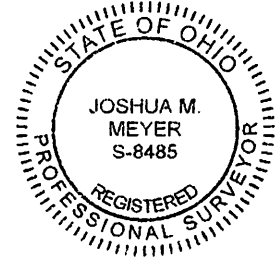


- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

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

**SURVEY NOTE:**  
 This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey performed in November and December, 2021, April, 2022 and March, 2024

By Joshua M. Meyer 9-18-2024 Date  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com



Resolution R-45-2024 - EXHIBIT A

J:\20220307\DWG\04SHEETS\BOUNDARY\0\JOB-WD\_20220307-VS-BNDY.DWG plotted by FERGUSON, DAVID on 9/18/2024 12:20:14 PM last saved by DFERGUSON on 9/18/2024 12:20:11 PM

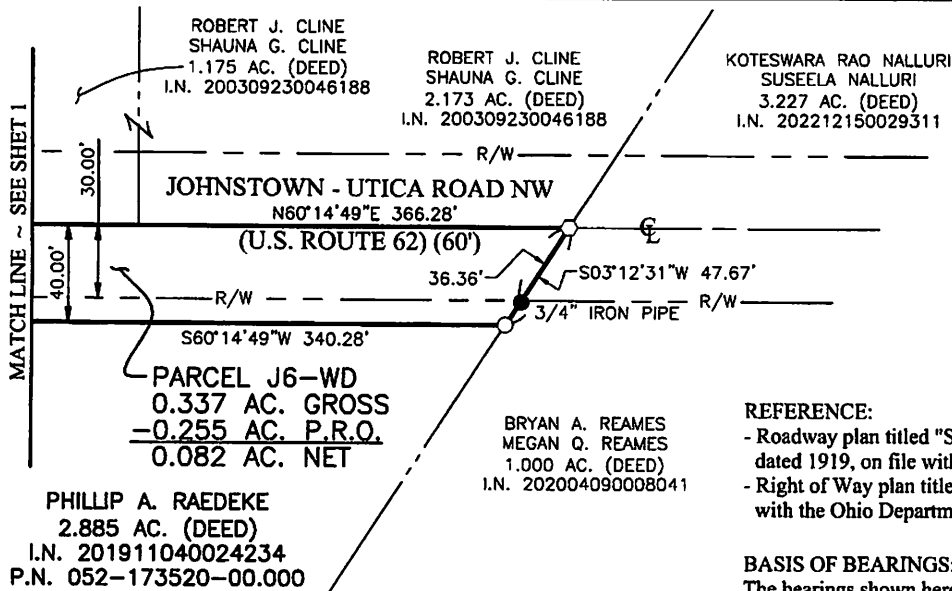


Evans, Mechwart, Hambleton & Titon, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3646  
 emht.com

# SURVEY OF ACREAGE PARCEL

SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 3, RANGE 15  
 UNITED STATES MILITARY DISTRICT  
 TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO

Date:	September 18, 2024
Scale:	1" = 60'
Job No:	2022-0307
Sheet No:	2 of 2

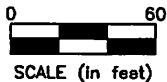


REFERENCE:  
 - Roadway plan titled "Sec. P Columbus-Millersburg Road", I.C.H. No. 23, dated 1919, on file with the Ohio Department of Transportation, District 5.  
 - Right of Way plan titled "LIC-62-0.49" PID 109329, dated 2020, on file with the Ohio Department of Transportation, District 5.

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 Johnstown-Utica Road (U.S. Route 62), having a bearing of North 60°04'31" East, is designated the "basis of bearings" for this survey.

- Iron Pin Set
- Iron Pin Found
- Magnetic Nail Set

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



Resolution R-45-2024 - EXHIBIT A