



RESOLUTION R-46-2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT WITH JERSEY TOWNSHIP FOR THE PURPOSE OF ENCOURAGING MUTUALLY BENEFICIAL DEVELOPMENT ACTIVITY IN THE UNINCORPORATED AREA OF THE TOWNSHIP

WHEREAS, the City of New Albany has a record of implementing sound planning practices and producing robust, high quality development; and

WHEREAS, Jersey Township wishes to pursue development opportunities that will benefit the township; and

WHEREAS, the City of New Albany has an interest in assisting Jersey Township in its efforts to encourage high quality development.

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

Section 1. The city manager is hereby authorized to enter into a Cooperative Economic Development Agreement (CEDA) with Jersey Township in a substantially similar form to that which is attached as Exhibit A to this resolution.

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 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

Legislation dates:

Prepared: 10/07/2024

Introduced: 10/15/2024

Adopted:

Effective:

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT (CEDA)

This **COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT** (this “**Agreement**”) is entered into so as to be effective on the last date of signature below (the “**Effective Date**”), by and between **JERSEY TOWNSHIP, LICKING COUNTY, OHIO** (the “**Township**”), a political subdivision of the State of Ohio having an address at 1481 Mink Street SW, Pataskala, Ohio 43062, and the **CITY OF NEW ALBANY, OHIO** (the “**City**”), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 99 W. Main Street, New Albany, Ohio 43054. Township and City may be referred to herein individually as a “**Party**” and together as the “**Parties**”.

RECITALS

WHEREAS, the Parties, which are neighboring communities in Licking County, Ohio, share a mutual interest in economic development that creates and preserves jobs and employment opportunities, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio (the “**State**”); and

WHEREAS, the Parties seek to take a collaborative approach to fostering and supporting business and other types of growth, including specifically growth that is anticipated to occur on certain real property that is of common interest to them and located within the territorial boundaries of the Township, as generally depicted in **Exhibit A** (which, along with all other exhibits referenced herein, is attached hereto and incorporated herein by reference) (the “**Cooperative District**”); and

WHEREAS, Ohio Revised Code (“**ORC**”) Section 701.07 authorizes cooperative economic development agreements (“**CEDAs**”) to be entered into by townships and municipalities for the purpose of promoting and facilitating economic growth, and

WHEREAS, ORC Chapter 715 empowers municipal corporations and townships to establish a Joint Economic Development District, or “**JEDD**”, for the purposes of facilitating economic development by means of, among other things, providing for appropriate infrastructure and public services to support such growth and establishing an income tax to pay the costs thereof; and

WHEREAS, ORC Chapter 349 authorizes townships and municipalities to create New Community Authority (“**NCA**”) districts to encourage the orderly development of well-planned, diversified, and economically sound new communities, and further authorizes the board of trustees of the NCA to assess community development charges and/or assessments to furthering the purposes of the NCA district; and

WHEREAS, the Parties intend for this Agreement to serve as a CEDA between them; and

WHEREAS, the Parties intend to pursue the creation and application of one or more JEDDs to include portions of the Cooperative District and the Parties agree to cooperate in the establishment of such JEDDs; and

WHEREAS, the Parties agree that the City has the first right of refusal as to the City's participation as the municipal partner in the JEDD contract(s); and

WHEREAS, the Parties acknowledge that the Township intends to pursue the creation of one or more NCA districts in conjunction with all or part of the JEDD area(s), and within other portions of the Cooperative District; and

WHEREAS, the legislative authorities of the City and the Township each have approved, and authorized and directed the City and the Township, respectively, to enter into this Agreement in accordance with Resolution No. R-46-2024, adopted by the City on October 15, 2024, and Resolution No. 24-10-15-01, enacted by the Township on October 15, 2024.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and the Township hereby agree as follows:

Section 1. Applicability; Term.

(a) Territory Subject to CEDA. The Parties agree that the real property to which this Agreement will apply is the Cooperative District. Within the Cooperative District, all development, redevelopment, uses, public infrastructure improvements, and provision of services shall comply with the provisions of this Agreement. The area of the Cooperative District may be expanded, enlarged, reduced, or otherwise modified as may be agreed upon by the Township and City in a written amendment to this Agreement.

(b) Term. While this Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Jersey Township Board of Trustees and the New Albany City Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law. This Agreement shall be effective from the Effective Date through the fiftieth (50) anniversary of the first date when the first JEDD Agreement within the Cooperative District is fully executed and becomes legally effective (the "Term"). Additionally, this Agreement shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original Agreement and each additional term. A termination of this Agreement shall not serve to terminate any JEDD Agreement or any other agreements that directly or indirectly pertain or relate to a JEDD or an NCA, it being the Parties' intent that those agreements shall only be permitted to be terminated in

accordance with their respective terms. The Term of this Agreement recognizes that the accrual of maximum benefits to the Parties from this Agreement may take a significant amount of time.

(c) Mutual Decision to Terminate. Notwithstanding the foregoing in Section 1(b), this Agreement may be terminated at any time by mutual consent of Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, in order for such termination to be effective, the legislative actions of the Parties that serve to terminate this Agreement must occur and be effective within a period of ninety (90) days of one another.

Section 2. Annexation Prohibition. In addition to the other purposes which it serves, this Agreement shall be considered an Annexation Agreement pursuant to ORC Section 709.192. While this Agreement is effective, City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the Cooperative District into its municipal boundaries; provided, however, this prohibition shall not apply if the Board of Trustees of the Township adopts a resolution consenting to the commencement of the proceeding. To the extent permitted by law, the City shall not accept any such annexation within the Cooperative District while this Agreement is effective.

Section 3. JEDD. The Parties agree to pursue all actions which are necessary to create the various JEDDs. The Parties will, from time-to-time and as necessary to accommodate proposed development, cooperate with regard to expanding the JEDDs pursuant to ORC Section 715.72(L). The Parties also intend to pursue additional separate and distinct JEDDs to include additional portions of the Cooperative District, and the Parties agree that each JEDD contract shall be significantly in the form as the JEDD Template attached hereto as **Exhibit B**. The Parties agree that, as a condition precedent to commencing commercial or industrial development or redevelopment of any real property within the Cooperative District, the owner of the real property on which the development or redevelopment is to occur shall be required to consent to having its real property added to a new or then-existing JEDD (as applicable) so that it will be subject to all provisions, requirements, and obligations of the JEDD Template. The Parties agree that (i) no establishment, modification, or expansion of an agricultural use or (ii) the construction, reconstruction, renovation, or expansion of a single residential dwelling unit on a tax parcel existing as of the Effective Date and equal to or greater than one (1) acre in size shall trigger a requirement for a property owner or property to join or be included in a JEDD. This Agreement shall not be interpreted to prohibit the Parties from adding any real property that is located outside of the Cooperative District, but only if they mutually agree to such an addition.

Subject to any required reviews of and approvals by their respective legislative authorities as contemplated under ORC Section 715.72, the Parties will take all steps necessary to create and enter into the JEDD Agreements. Notwithstanding the foregoing, the Parties recognize that the applicable statutory procedures may result in modifications to the form of a JEDD Agreement. The Parties may provide for such modifications if they are mutually acceptable to the Parties, without the need to modify this Agreement. Upon receipt of final legally effective approvals of a JEDD Agreement and its full execution, the executed JEDD Agreement shall be binding upon the

Parties regardless of whether or not its form materially differs from that which is attached hereto as **Exhibit B**.

The primary purposes of each JEDD will be to (a) facilitate the funding of the construction, operation, maintenance, repair, and replacement of new public infrastructure improvements to serve real property which is contained within that JEDD, and/or the funding of upgrades, enhancements, and/or modifications to existing public infrastructure improvements which serve such real property, as permitted under and as contemplated by a JEDD Agreement, (b) upgrade Township facilities, and (c) provide the Township with a new and continuing revenue source for its operational and capital investment needs. The aforementioned public infrastructure improvements (the “**Public Infrastructure Improvements**”) shall include but not be limited to public streets; water lines; sanitary sewer lines; stormwater management infrastructure; leisure paths; landscaping within right-of-way; acquisition of land for public purposes (such as but not limited to parks and open spaces); Township facilities, gas, electric and communications services infrastructure; fiber optics lines; similar or other quasi-public or private utilities; and similar or related improvements relating to any of the foregoing.

Section 4. **Incentives**. Throughout the term of this Agreement and to the extent permitted by applicable law, Township shall be permitted to grant tax exemptions to private property owners within any JEDD Area pursuant to the ORC provisions referenced in ORC Section 715.72(U) or other provisions of Ohio law, such as but not limited to tax exemptions provided through the creation of tax increment financing districts or Enterprise Zones pursuant to ORC Chapter 5709, or Community Reinvestment Areas pursuant to ORC Chapter 3735. To the extent that a tax exemption contemplated in this Section requires action by, or the consent or approval of, any other governmental body, agency, or entity (for example Licking County or the State of Ohio), the Parties agree to work cooperatively and in good faith to support the pursuit and attainment of such action, consent, and/or approval.

Section 5. **New Community Authority**. In order to provide additional means to fund public infrastructure improvements, throughout the term of this Agreement and to the extent permitted by applicable law, the Township shall be permitted to pursue the creation of one or more NCAs for any portion of the Cooperative District. Unless a final development plan has already been approved by the Township under the provision of a Township Overlay District on or prior to the date of this Agreement, the Township agrees to require the owner of any parcel seeking final development plan approval or rezoning for that owner’s parcel, as a condition of approval of a rezoning of real property or approval of any final development plan within the Cooperative District, to join an existing NCA or form a new NCA, in cooperation with the Township, and subject that owner’s parcel to one or more community development charges as determined at the time of the NCA formation or amendment and in cooperation with the Township.

Township shall diligently pursue the approval of each NCA Petition by the Commissioners, and City agrees to provide its reasonable support thereof, including, without limitation, providing

a representative to attend any hearing(s) before the Commissioners relating to the formation and administration of the NCA.

Section 6. Public Infrastructure.

(a) Water and Sanitary Sewer Services. City shall have no right or obligation to provide, construct and/or pay any cost related to the connection of water services and/or sanitary sewer services to the Cooperative District. The Township shall have the right to enter into one or more agreements with one or more water service and/or sanitary sewer service providers (each, a “Service Provider”), as it determines in its sole discretion, for the purpose of providing water service and/or sanitary sewer services to the Cooperative District. The Parties recognize that the Township has already established the Southwest Licking Community Water and Sewer District as the exclusive water and sanitary sewer service provider in the Township, unless otherwise agreed by the Township. In the event the Township desires to seek water service and/or sanitary sewer service from the City of Columbus, the Township shall only seek the connection of water services and/or sanitary sewer services to the Cooperative District from the City of Columbus with the prior written notice to and written approval of the City.

(b) Other Public Infrastructure Improvements. The Parties may collaborate to facilitate the funding of the construction of new Public Infrastructure Improvements (as such term is defined in the JEDD Agreement) and/or upgrades, enhancements, and /or modifications to existing Public Infrastructure using funds produced from the JEDD, the NCA, and any other legally permissible source, when necessary or mutually desirable as determined by the Parties to further economic development and/or mixed-use development within the Cooperative District.

Section 7. Services. The Parties agree to the provision of services within the Cooperative District as follows:

(a) Police Protection. Police and law enforcement services within the Township are provided by the Licking County Sheriff’s Office. Police and law enforcement services within the Cooperative District shall be provided in the same manner as other unincorporated areas of the Township, and subject to any mutual aid agreement between the Licking County Sheriff’s Office and the City and/or others.

(b) Fire and EMS. Fire protection services and emergency management services (“EMS”) within the portion of the Township within which the Cooperative District is located are provided by the Monroe Township Fire Department and West Licking Joint Fire District. Fire protection services and EMS within the Cooperative District shall be provided in the same manner as if this CEDA were not effective, and subject to any mutual aid agreements between Monroe Township Fire Department and the West Licking Joint Fire District (or such other entity that may provide fire protection) and other fire protection service and EMS providers.

(c) Street Maintenance. Maintenance and repair of public streets and related improvements shall be the responsibility of the Township (or Licking County, where applicable), unless the City and Township have, prior to the Effective Date, previously entered into a maintenance agreement or, after the Effective Date, later enters into a maintenance agreement, in writing, whereby, the City is responsible for the maintenance and repair of public streets and/or related improvements. The JEDD, the NCA, and/or any other legally permissible source shall be permitted to provide funding for street maintenance costs within the Cooperative District, if allowed under applicable law.

(d) Zoning and Planning. Township shall apply and administer all zoning regulations within the Cooperative District. However, within sixty (60) days following the full execution of the JEDD Agreement, the Parties shall jointly engage a planning firm to be determined by the Township and the City to create a long-range recommended land use plan and general architectural standards for properties within the Cooperative District (a “Land Use Plan”). Such Land Use Plan shall be reviewed and updated no later than five (5) years after adoption and every five (5) years thereafter, unless both Parties agree in writing on or about the five (5) year anniversary that an update is not required. In no case shall the Parties fail to update the Land Use Plan for more than seven (7) years. The Parties shall work cooperatively and in good faith to finalize such Land Use Plan on or before the date that is exactly one (1) year following the full execution of the first JEDD Agreement within the Cooperative District, as evidenced by the approval of resolutions by each of the Jersey Township Board of Trustees and New Albany City Council. Until the Land Use Plan is developed and implemented, the City’s Strategic Guidelines shall be utilized by the Township in the Cooperative District when administering rezoning or preliminary or final development plan approval requests. Once approved, the Land Use Plan shall be referenced, considered and applied by the Township for particular properties within the Cooperative District. Prior to approval of any application as part of a rezoning or preliminary or final development plan approval, the Township shall forward such application and related plans and materials to the City for review and analysis. The Township Administrator, and if requested by the Township Administrator, the Township Zoning Inspector, shall meet with representatives of the City regarding its formal opinion related to the development and architectural standards submitted as a part of a rezoning or preliminary or final development plan to confirm such application is consistent with the Land Use Plan. The Township shall consider and incorporate the formal opinion and related recommendations of the City as part of the zoning review and process as set forth in the Township Zoning Resolution. If the Township Administrator disagrees with the formal opinion and/or recommendations of the City, he shall notify the City in writing with a rationale and explanation. In the event the representatives of the City and the Township Administrator disagree regarding the application of the Land Use Plan to an application for a rezoning or preliminary or final development plan approval submitted to the Township, the Township Administrator shall meet with the appropriate representatives of the City within fourteen (14) calendar days in order to attempt to resolve the disagreement. In the event the representatives of the City and Township Administrator are unable to resolve their disagreement regarding the City’s formal opinion and related recommendations concerning the application of the Land Use Plan, the City Manager and Township Administrator shall meet for the purpose of resolving the dispute. During the meeting between the City Manager

and Township Administrator, the City Manager may bring one (1) representative of City Council and the Township Administrator may bring one (1) representative from the Board of Trustees. In the event the City Manager and Township Administrator are unable to reach an agreement, prior to the approval of any rezoning or development plan by the Township, the City may request the use of mediation with an agreed upon third-party to resolve the dispute concerning the application of the standards in the Land Use Plan. In the event mediation is unsuccessful, the Township Trustees may take action. The Parties shall update and modify the Land Use Plan from time-to-time as outlined above upon the passage of resolutions approving the same by each of the Jersey Township Board of Trustees and New Albany City Council. In the event of multiple unsuccessful mediation efforts and/or failures by the Township to adhere to the recommendations of the City, the City may declare a breach of this Agreement consistent with Section 9, Paragraph G, and follow the procedures outlined therein. Further, The Township affirmatively recognizes repeated breaches related to the application of the Land Use Plan by the Township and/or repeated failures to adhere to the recommendations of City Staff as determined by the City shall constitute a breach of this Agreement as outlined in Section 9(g) below. However, the City's failure to raise any alleged breach shall not be construed as a consent, or waiver, to or of any other breach of the same or any other covenant, condition or duty to be observed by the Township during the effective dates of this Agreement

Prior to and after the adoption of the Land Use Plan, Township agrees to notify the City Manager, or designee, of any rezoning, development plan, variance, conditional use, or other land use entitlement applications that are filed by property owners or other applicants for property located within the Cooperative District and to provide a reasonable time for the City to provide its comments on the same.

Section 8. Contributions. In furtherance of the initiatives set forth in this Agreement, the Parties acknowledge that certain costs will be incurred. To this end, City and Township agree to pay the following costs pursuant to the Schedule of Contributions attached hereto as **Exhibit C**:

(a) For consultants for the creation of the Land Use Plan, City shall pay costs not to exceed \$200,000 and Township shall pay costs not to exceed \$50,000. Which shall be reimbursed to the City and Township pursuant to the agreed upon reimbursement schedule set forth in Exhibit C. In the event the cost of the Land Use Plan exceeds the estimated \$250,000, City and Township shall each contribute funding proportionately as 80% from the City, 20% from the Township subject to the approval of both the Jersey Township Board of Trustees and New Albany City Council following the receipt of a written summary of the estimate of the additional costs.

Following the execution of this Agreement and upon request from the Township, the City may contribute funds, at its sole discretion, to the Gateway Community Improvement Corporation "CIC". The Parties recognize and agree that the CIC is the economic development entity of the Township, and as such, the Parties agree that providing funding assistance to the CIC helps to further the intent of this Agreement.

Exhibit A – R-46-2024

Nothing in this Section 8 shall prevent the Parties, upon mutual agreement, from increasing the contribution requirements in sub-section 8a should additional funding be needed in one sub-section and additional funds are available in another sub-section.

The City's contributions as set forth in the above Sections 8a shall be reimbursed to the City according to the schedule in **Exhibit C**. Nothing in this Section 8 shall prevent the Township from contributing funding to the City to repay those City contributions within an earlier timeframe.

Section 9. Miscellaneous Provisions.

(a) Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

The Township at:
Jersey Township Board of Trustees
Attn: Fiscal Officer
1481 Mink Street SW
Pataskala, Ohio 43062

With a copy to:
Peter Griggs, Esq.
Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

The City at:
City of New Albany
Attn: City Manager
99 W. Main Street
New Albany, Ohio 43054

With a copy to:
Benjamin Albrecht, Esq.
Fishel Downey Albrecht & Riepenhoff LLP
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054

(b) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and the Township, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Township. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or

duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

(c) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(d) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Facsimiles or copies of signatures (in PDF or any other form) shall be considered to be original signatures.

(f) Further Actions. The Parties agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

(g) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within ninety (90) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the ninety (90) day period, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations or it may terminate this Agreement by providing notice of termination to all Parties. In the event the City acts to terminate this Agreement due to repeated breaches related to the application of the Land Use Plan by the Township and/or repeated failures to adhere to the recommendations of City Staff, the Township shall pay a penalty to the City in an annual amount equal to fifty percent (50%) the value of the annual revenue distributed to the Township in the JEDD during the operating period of the JEDD and/or any agreed upon or otherwise designated period. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

(h) Amendments and Modifications. Except as otherwise provided herein, this Agreement may be amended by the Parties only in writing and only following formal legislative approval of such amendment by both the Township Board of Trustees and New Albany City Council.

(i) Subject to Appropriation. The financial obligations of the City and the Township, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the City are also subject to the certification of the Director of Finance of the City or the Township Fiscal Officer under ORC Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, however, the financial obligations of the City and Township, respectively, under this Agreement shall, to the extent funds are then available, be under the continuing obligation to appropriate the amount necessary to pay such obligations as they become due.

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be executed by their duly authorized officers so as to be effective on the Effective Date.

**TOWNSHIP OF JERSEY,
LICKING COUNTY, OHIO**

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee Date

By: _____
Joseph Stefanov, City Manager Date

By: _____
Jeff Fry, Trustee Date

Approved as to form:

By: _____
Ben Pieper, Trustee Date

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

[Township Fiscal Officer Certificate to Cooperative Economic Development Agreement]

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2024 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Marko F. Jesenko, Fiscal Officer
Jersey Township, Licking County, Ohio

Dated: _____, 2024

EXHIBIT A to CEDA

Cooperative District

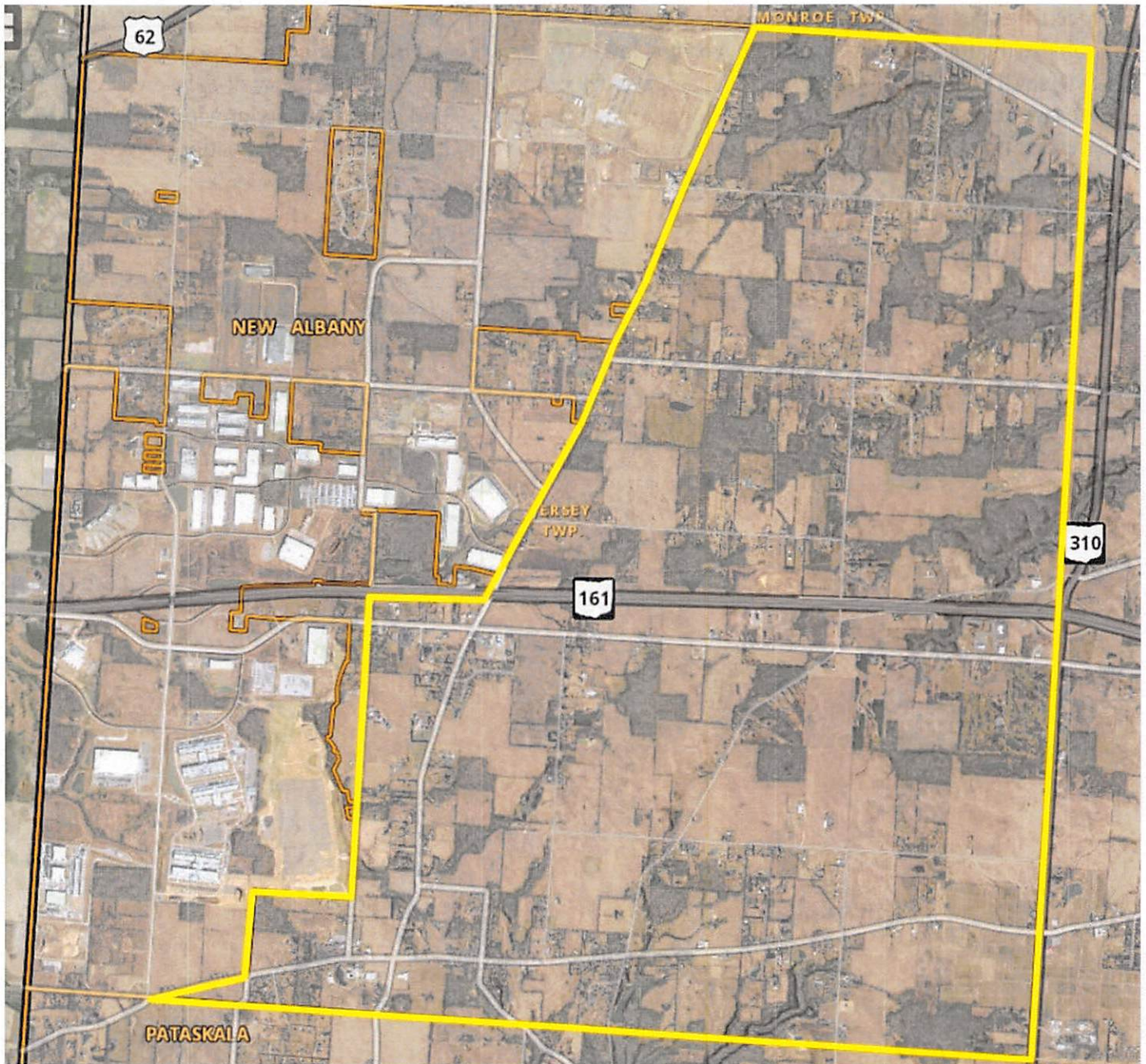


EXHIBIT B to CEDA

JEDD Agreement

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| Exhibit B to CEDA |
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JOINT ECONOMIC DEVELOPMENT DISTRICT NO. (JEDD) AGREEMENT

This Joint Economic Development District Agreement (this “Agreement”) is entered into on the last date of signature below (the “Effective Date”), by and between **JERSEY TOWNSHIP, LICKING COUNTY, OHIO** (the “Township”), a political subdivision of the State of Ohio having an address for the purposes hereof at 1481 Mink Street SW, Pataskala, Ohio 43062, and the **CITY OF NEW ALBANY, OHIO** (the “City”), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 99 W. Main Street, New Albany, Ohio 43054. Township and City may be referred to herein individually as a “JEDD Party” and together as the “JEDD Parties”.

RECITALS

WHEREAS, the Parties desire to create a joint economic development district pursuant to Ohio Revised Code Section 715.72 (the “JEDD Statute”) to facilitate economic development, to create jobs and employment opportunities, and to improve the economic welfare of the people of the Township, the City, and the State of Ohio (the “State”); and

WHEREAS, in accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party; and

WHEREAS, the respective legislative authorities of the JEDD Parties each have approved, authorized, and directed the execution of this Agreement by their respective signatories in accordance with Resolution R-46-2024, enacted by New Albany City Council on October 15, 2024, and Resolution No. 24-10-15-01, adopted by unanimous vote of the members of the Board of Trustees of Jersey Township on October 15, 2024.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the JEDD Parties agree as follows:

AGREEMENT

Section 1. Creation of District. Township and City hereby create a joint economic development district in accordance with the terms and provisions of this Agreement and the JEDD Statute. The joint economic development district created by this Agreement shall, initially, encompass the territory described in Exhibit A (attached to this Agreement and incorporated herein by this reference) (the “JEDD Area”), shall be known as the “Jersey-New Albany Joint Economic Development District No. ___”, and shall hereinafter be referred to as the “District”.

Exhibit A – R-46-2024

Each JEDD Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

A. Intent. That the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the City, and the District to more efficiently provide public infrastructure and governmental services to the area within the District and to more effectively promote economic development within the Township, the City, and the District; and

B. Economic Development. That the District shall, and it is the purpose of the District to, facilitate economic development to create and/or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Licking County, the Township, and the City; and

C. Future Amendments. Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter enacted, including Section 715.72(L) of the JEDD Statute, the parties may amend this Agreement, including Exhibit A, from time-to-time by and through a written amendment approved by the respective legislative authorities of the Parties, to (a) add real property within Jersey to the territory of the District, or (b) remove real property from the territory of the District; provided that the public hearing requirement of the JEDD Statute has been met with respect to each such amendment. Parties shall schedule and hold the public hearing, and take legislative action within ninety (90) days of written receipt of a petition to add or remove real property.

Section 2. Term. While this Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Jersey Township Board of Trustees and the New Albany City Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law.

The initial term of this Agreement shall commence on the first day immediately after the occurrence of all of the following: (i) the Township and the City have lawfully executed this Agreement, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Agreement. The term of this Agreement shall be for fifty (50) years, provided however, that if all parties agree in writing, said Agreement may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Agreement may be terminated at any time by mutual consent of the Parties. In order for such termination to be effective, legislative action by the Township and the City shall be required, and such actions must occur so that they are legally effective within a ninety (90) day period of one another.

Unless the Township and the City mutually agree otherwise in writing, this Agreement automatically shall terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 7 below (the "District Income Tax") within one hundred

eighty (180) days after the initial meeting of the Board.

Upon termination of this Agreement, any real and personal property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real property and personal property and assets shall be distributed to the Township. Also, upon termination of the Agreement, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township in the same manner as other public records of the Township.

Section 3. Provision of Services to the District.

A. **By Township.** In addition to any other services to be provided as expressly set forth in this Agreement, the Township shall provide, or cause to be provided, all usual and customary governmental services furnished by the Township to unincorporated portions of the Township that are located outside of the District.

B. **By City.** In addition to any other services to be provided as expressly set forth in this Agreement, the City shall provide, or cause to be provided, services for the administration, collection, and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City also will engage in general economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to, and/or around the District as determined in the sole discretion of the City. The City is not expected or required to undertake any activity to the detriment of development areas located within the boundaries of the City.

Section 4. Economic Development Plan. The economic development plan for the District (the “Economic Development Plan”) shall consist of the economic development plan attached hereto and incorporated herein as **Exhibit B** to this Agreement, and includes a schedule for the provision of new, expanded, enhanced, or additional services, facilities and improvements to be provided in the District.

Section 5. Board of Directors. The Township and the City hereby establish the Board to govern the District in accordance with Ohio Revised Code Section 715.72(P). If there are businesses located and persons working within the area that is included within the District, then in accordance with Ohio Revised Code Section 715.72(P)(1) the Board shall initially consist of the following five members:

- A. One member representing the City;
- B. One member representing the Township;
- C. One member representing owners of businesses located within the District;
- D. One member representing the persons working within the District; and
- E. One member representing the Southwest Licking Community Water and Sewer District.

New Albany City Council shall appoint the members described in Sections 5.A and 5.C. above. The Jersey Township Board of Trustees shall appoint the members described in Sections 5.B and 5.D above. The board member described in section 5.E above shall be appointed by the

members as contemplated in 5.A, 5.B, 5.C, and 5.D above and from a list of eligible candidates submitted by the Southwest Licking Community Water and Sewer District.

The Parties acknowledge and agree that, on the Effective Date, there are no businesses located and no persons working within the area or areas to be included in the District. Therefore, initially the Board shall be composed of the members as set forth in Sections 5.A, 5.B, with the third member of the Board to be appointed by unanimous vote of the members as contemplated in Sections 5.A and 5.B and from a list of eligible candidates submitted by the Southwest Licking Community Water and Sewer District. If at any time subsequent to the Effective Date one or more businesses are located, or persons begin working, within the District, the Board shall be increased to a total of five (5) members by the appointment of the members as set forth in Sections 5.C and 5.D above. Such appointments shall be made within ninety (90) days after the date when the first business begins operating within the District and the Board and City have received written notification of the commencement of the business' operations from Township. Notwithstanding the foregoing, the failure to make said appointments in a timely manner shall in no way affect the Board's operation or governance. The Board members described in Section 5.C and Section 5.D above shall be appointed as described above.

The terms of office of each member of the Board shall be established in accordance with Ohio Revised Code Section 715.72(P). A member of the Board may be reappointed to the Board, and there shall be no limit on the number of terms that a member may serve on the Board. The member of the Board described in Section 5.B above shall serve as Chairperson of the Board. Each Board member shall attend all meetings of the Board unless excused by action of a majority of the other members. A Board member who is absent without being excused for three (3) consecutive meetings may be removed as a member of the Board by the vote of a majority of the other members of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

The Board members described in Sections 5.A, 5.B, 5.C, and 5.D above shall serve at the pleasure of the entity or organization appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (together with the Chairperson, the "Officers") from among its members: a Vice Chair, a Secretary and a Treasurer, provided that one member may serve as more than one Officer at the same time. Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board.

Section 6. Powers, Duties, Functions. The Board shall have the following powers, duties, and functions:

A. Meetings. The Board shall meet no less frequently than semiannually each calendar year on a date determined by the Board. Notwithstanding the foregoing, the first meeting of the Board shall occur no earlier than thirty (30) days and no later than sixty (60) days following the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Jersey Township or at other locations within the Township or the City as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time-to-time. The Board may maintain an office within the Township and/or the City. If the Board consists of three members, a minimum of two members shall constitute a quorum for purposes of conducting the Board's business. If the Board consists of five members, a minimum of three members shall constitute a quorum. The Board shall act through resolutions adopted by the Board. In the case of a three-member Board, a resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case of a five-member Board, a resolution must receive the affirmative vote of at least three members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

B. By-Laws. The Board may adopt by-laws for the regulation of its affairs and the conduct of its business which are consistent with this Agreement.

C. Board Officers. The Board shall appoint a Chairperson, Vice Chairperson, a Secretary, and Treasurer as officers of the Board ("Officers").

i. Chairperson. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws and/or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving written notice of such meeting to each member delivered to his or her residence or place of business no less than 72 hours before the meeting is to take place, provided that a special meeting may occur with less than 72 hours' notice in the event that the Chairperson reasonably determines that there is an emergency need for the special meeting.

ii. Vice Chairperson. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.

iii. Secretary. The Secretary shall be responsible for maintaining the records of the Board including, but not limited to, correspondence, financial records, contracts, and legal documents, and shall create and provide minutes of the meetings of the Board.

iv. Treasurer. The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may delegate these functions to third party consultants to be paid from funds collected or held by the District, who shall provide regular written reports to the Treasurer and shall regularly share the same with the Board.

D. Signing Authority. The Board shall designate, by resolution or in its by-laws, those

Officers who may execute documents on behalf of the Board and/or the District. If no such designation is made, the Chairperson and Vice Chairperson shall have the authority to execute documents on behalf of the Board and/or the District.

E. **Budget.** The Board shall adopt an annual budget for the District. The fiscal year of the District shall be January 1st through December 31st. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating and other expenses or expenditures of the District, and may retain a reserve fund for the purposes of funding future expenses, which such expenses need not be specified at the time deposits are made into the reserve fund.

F. **Accounting and Reporting.** The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as required by the State of Ohio. The Board shall furnish to the City's Director of Finance and to the Township's Fiscal Officer, as soon as available and in any event within sixty (60) days after the end of each fiscal year, the following reports, and may provide them at additional other intervals:

- i. A financial report (for the fiscal year then-ended or for other intervals, as applicable), together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the period covered; and
- ii. Copies of any State-mandated audits received by the Board on behalf of the District.

In addition, the Board shall provide the City's Finance Director and the Township's Fiscal Officer with such other financial and JEDD governance and operational information as they may reasonably request from time-to-time.

- i. **Actions.** The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Agreement. The Board, on behalf of the District, may: Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof; and
- ii. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District; and
- iii. Make payments for or reimbursements of the costs of constructing, maintaining, modifying, and/or replacing Public Infrastructure Improvements that serve the District, the Township, or any public, quasi-public or private provider of public water services or sanitary sewer services. For purposes of this Agreement, the term "Public Infrastructure Improvements" shall have the meaning provided in Exhibit C, which is attached hereto and incorporated herein by reference; and
- iv. Enter into agreements pursuant to which the District or other parties, and engineer Public Infrastructure Improvements that will directly serve the District, and make payments to relevant persons or entities for services and materials so provided; and

v. Enter into agreements with consultants, engineers, material suppliers, construction contractors, and other similar or related third parties to construct Public Infrastructure improvements that will directly serve the District, and make payments to such parties for services and materials so provided; and

vi. Make available the use or services of any District facility to one or more persons or entities, one or more governmental agencies, or any combination thereof for purposes which serve the needs and purposes of the District; and

vii. Establish and maintain such funds or accounts as it deems necessary, either on its own or in conjunction with or through a JEDD Party; and

viii. Promote, advertise, and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties, Licking County, and the State; and

ix. Make and enter into agreements and/or authorize one or more Officers to execute agreements necessary or incidental to the performance of the Board's and the District's duties and the execution of its powers under this Agreement; and

x. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys, and such other consultants and independent contractors as are necessary in its judgment to carry out the business and affairs of the Board and the District and fix the compensation therefor, which may be payable from any available funds of the District; and

xi. Apply for, receive and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance or operation of any District-owned facility, for research and development with respect to District-owned facilities, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

xii. Purchase fire and extended coverage and liability insurance for any District facility and for the office(s) of the District and such other insurance protecting the District and its Board, Officers, and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary, such as but not limited to insurance to protect Board members and Officers from claims or damages arising from actions or inactions taken by such members in accordance with the lawful performance of their duties; and

xiii. Enter into an agreement with a JEDD Party or private third parties to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. In such circumstances, the JEDD Parties shall not be the employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment; and

xiv. Enter into agreements with any JEDD Party or private third parties to provide financial and accounting services, administrative support services, payroll services, economic development consulting, or other necessary services; and

xvi. Perform all other acts necessary or convenient to carry out the powers granted in this Agreement.

Section 7. Levy of District Income Tax. The Board is hereby authorized to levy an income tax within the entire District and applicable to all new development (structures issued a building or zoning permit after the Effective Date) within the entire District, and in accordance with Ohio Revised Code Section 715.72 (the “District Income Tax”). The resolution of the Board levying the District Income Tax shall require that a percentage, not to exceed two percent (2.0%) of the gross amount of the District Income Tax collected, shall be set aside and forwarded to the Board for the long-term maintenance, including but not limited to Board operation fees, creation costs and administrative fees and overall operation of the District (the “Maintenance Fee”). The Board shall enact the District Income Tax authorized by this Section within one hundred eighty (180) days after the initial meeting of the Board. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by the City (currently 2.0%) and shall change from time-to-time to remain equal to the rate of the municipal income tax levied by the City. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s) as the need arises. The revenues of the District Income Tax shall be used to carry out the Economic Development Plan for the District and for any other lawful purpose pursuant to the provisions of this Agreement. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible. The provisions of the District Income Tax within the Tax Agreement shall be similar to the provisions of the City’s municipal income tax and acceptable to the City’s Director of Finance. The District Income Tax shall apply to the entire District throughout the term of this Agreement notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation by another municipality or village other than the City. Within thirty (30) days following the first meeting of the Board, Jersey shall contribute the sum of five thousand and 00/100 Dollars (\$5,000) to the District, and such funds shall be used to cover the operating expenses of the District until such time as other revenue streams (such as but not limited to the District Income Tax) are available for the District’s use. A JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes.

Section 8. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.72, within one hundred eighty (180) days following the first meeting of the Board, the Board shall enter into an agreement with the City to administer, collect and enforce the District Income Tax on behalf of the District (the “Tax Agreement”). The Tax Agreement shall provide that the City Director of Finance shall be the Administrator of the District Income Tax (the “Administrator”), and shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement also shall provide that the Administrator shall make a report to the City, Township, and Board no less frequently than one time per calendar year regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall provide for the payment of a fee by the District to the City in exchange for the administration, collection, and enforcement of the District Income Tax on behalf of the District (the “City Administration Fee”) in an amount not to exceed four percent (4%) of the gross amount of the District Income Tax that is collected, or RITA’s fees associated with the collection of the District Income Tax, whichever is greater.

Section 9. Schedule for the Collection of the District Income Tax. A schedule for the collection of the District Income Tax within the District is attached hereto and incorporated herein by reference as **Exhibit D** (the “Schedule for the Collection of the Income Tax”) to this Agreement.

Section 10. Distribution of District Income Tax. No less frequently than twice annually, the Administrator shall first pay the City Administration Fee and Maintenance Fee to the appropriate recipients from the gross District Income Tax collected.

The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those paid for the City Administration Fee and Maintenance Fee shall constitute the (“Net Taxes”). The Net Taxes shall be paid by the Administrator to the Board. On or before the forty-fifth (45th) day after such funds have been transferred to the Board, the Board shall disburse the Net Taxes as follows:

- A. Jersey Share. Transfer to the Township an amount equal to seventy (70%) percent of the Net Taxes. This amount may be used by the Township for any lawful purpose; and
- B. New Albany Share. Transfer to the City an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the City for any lawful purpose; and
- C. JEDD Board Infrastructure Fund Share. Transfer to the JEDD Board an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the JEDD Board as described in the following Section 11.; and
- D. Southwest Licking Community Water and Sewer District Share. Transfer to the Southwest Licking Community Water and Sewer District an amount equal to twenty (20%) of the Net Taxes. This amount shall be used by the Southwest Licking Community Water and Sewer District for any lawful purpose.

Section 11. Infrastructure Fund and Related Expenditures. The JEDD Parties desire to set aside funds that will be utilized for the benefit of the JEDD Area and/or surrounding areas which are identified in **Exhibit E** (the “Infrastructure Funds Intended Use Areas”), which is attached hereto and incorporated herein by reference. Upon the Board’s periodic receipt of Infrastructure Funds, they shall be deposited into one or more bank and/or investment accounts (the “Infrastructure Accounts”) at one or more financial institutions selected by the Board. Funds in the Infrastructure Accounts shall be held (and, as determined at the general direction of the Board, invested) and disbursed by the Board to partially or fully fund or provide the means of paying debt service on any mechanism used to finance the costs of Public Infrastructure Improvements which, once constructed, will benefit the JEDD Area. Funding or financing of the costs of Public Infrastructure Improvements may be completed by one or some combination of the District, any JEDD Party, any third party public or quasi-public entity, or a third party lender, provided that the payments of monies from the Infrastructure Accounts to JEDD Parties or to third party public or quasi-public entities shall be completed in accordance with a written agreement between the District (by and through any necessary authority granted by the Board) and such other parties. Nothing shall prohibit the Board from providing assistance with the funding or financing of Public Infrastructure Improvements which also benefit areas outside of the JEDD Area if the JEDD Area is benefitted.

Use and distribution of Infrastructure Funds for the purposes contemplated in the immediately preceding paragraph shall be undertaken pursuant to a resolution adopted by a majority of the members of the Board. The Board may also contract directly with private parties

to partially or fully fund the construction of Public Infrastructure Improvements which are to be constructed by the private party if deemed to be necessary, expedient, or more efficient for such party to undertake such construct rather than the District, any JEDD Party, or any third-party public or quasi-public entities and provide for the reimbursement of such private party expenditures.

Section 12. Annexation; Zoning; Other Revenues.

A. **Annexation Prohibition.** During the initial term of this Agreement and any renewal thereof, the City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, this provision shall not apply if the Board of Trustees of Jersey Township adopts a resolution consenting to the commencement of the proceeding. Notwithstanding the foregoing, the City is not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District. However, the City agrees that so long as this Agreement remains in effect and unless Jersey adopts a resolution consenting to the commencement of proceedings, the City shall not accept any annexation petitions for any property located in the District.

B. **Subdivision Authority.** Unless preempted by the Township in accordance with relevant provisions of Ohio law, Licking County shall retain and administer all platting and subdivision authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

C. **Township Tax Revenues.** The Township shall retain all of its interest in all tax revenues generated in the territory in the District other than the District Income Tax, including, but not limited to, real estate, personal property, estate taxes, hotel bed taxes, and service levies. Pursuant to Ohio Revised Code Section 715.72(U), to the extent it is permitted by law the Township shall be permitted to grant, approve, or otherwise pursue the approval of any tax exemptions as detailed in that statute. The JEDD Parties hereby agree for purposes of this Agreement that Tax Increment Financing pursuant to Ohio Revised Code Chapter 5709 is not a tax exemption pursuant to the provisions of Ohio Revised Code Section 715.72(U). The City agrees that the Township shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by Ohio Revised Code Chapter 5709. The City consents to the use of Tax Increment Financing within the District by the Township and agrees that no further consent is required from the City. The City agrees not to withdraw its consent or to object to the use of Tax Increment Financing within the District by the Township even in the event it is later determined that Tax Increment Financing does come within the concept of a tax exemption as those terms are used in Ohio Revised Code Section 715.72. The Township also shall have the right to issue and reissue levies within all areas of Jersey Township, including the territory in the District, for any purpose permissible under law.

Section 13. Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The entity in default shall have thirty (30) days after receiving written notice from a non-defaulting entity of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting entity may sue the defaulting entity for specific performance under this Agreement, or for damages, or both. This Agreement may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

Section 14. Compliance with Ohio Revised Code Section 715.72(K) and 725.72(O).

The Township agrees that it shall, on behalf of itself and the City, send any and all notices, and make all filings, required by Ohio Revised Code Section 715.72(K) and 715.72(O). The City agrees to cooperate with, and provide any necessary information and documents within its possession or control to, the Township necessary for the Township to give such notices and make such filings.

Section 15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Board, the District, the Township, and the City, and their respective successors. This Agreement shall not inure to the benefit of any person or entity other than the Board, the District, the Township, and the City.

Section 16. Support of Agreement.

This Agreement shall be binding upon the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 17. Signing Other Documents. The Township and the City agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Agreement.

Section 18. Severability. In the event that any section, paragraph or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

A. That illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

B. The illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

C. Each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State, and in particular the JEDD Statute. In the event that the JEDD Statute is amended or is supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree at the time to follow either the provisions of the JEDD Statute existing on the date of this Agreement or the provisions of the JEDD Statute as amended or supplemented, to the extent permitted by law.

Exhibit A – R-46-2024

Section 20. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other entity at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Jersey Township Board of Trustees

Attn: Fiscal Officer

1481 Mink Street SW

Pataskala, Ohio 43062

With a copy to:

Peter Griggs, Esq.

Brosius, Johnson & Griggs, LLC

6797 North High St, Suite 350

Worthington, Ohio 43085

The City at:

City of New Albany

Attn: City Manager

99 W. Main Street

New Albany, Ohio 43054

With a copy to:

Benjamin Albrecht, Esq.

Fishel Downey Albrecht & Riepenhoff LLP

7775 Walton Parkway, Suite 200

New Albany, Ohio 43054

Section 21. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 22. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

Section 23. Appropriation. The financial obligations of The Township and the City, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Board of Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the Township and the City are also subject to the certification of the Director of Finance of the City or the Township's Fiscal Officer under Ohio Revised Code Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, the financial obligations of the Township and the City, respectively, under this Agreement shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be executed by their duly authorized officers so as to be Effective on the Effective Date.

**TOWNSHIP OF JERSEY,
LICKING COUNTY, OHIO**

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee Date

By: _____
Joseph Stefanov, City Manager Date

By: _____
Jeff Fry, Trustee Date

Approved as to form:

By: _____
Ben Pieper, Trustee Date

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2024 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Marko F. Jesenko, Fiscal Officer
Jersey Township, Licking County, Ohio

Dated: _____, 202__

EXHIBIT A to JEDD

JEDD Area

insert maps

NOTE: In accordance with ORC§715.72(E)(1)(b), “No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.” As such, any and all residences, including a one-square acre area surrounding any such residence, that exists within the JEDD Area on the Effective Date is specifically excluded from inclusion in the JEDD Area.

EXHIBIT B to JEDD
Economic Development Plan

The purpose for the creation of the Jersey-New Albany Joint Economic Development District No. ____ (the "JEDD") by Jersey Township (Licking County), Ohio ("Jersey"), and the City of New Albany, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, Jersey Township, the City of New Albany, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located on parcels within the JEDD after the Effective Date that are taxed at the "Class II" rate by the Licking County Auditor. Specifically, existing agricultural and existing residential uses are not subject to the income tax. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract. The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township, the City, and the Southwest Licking Community Water and Sewer District. The Township, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5, and in accordance with the JEDD Contract. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Gateway Community Improvement Corporation, as well as grants, low interest loans, and forgivable loans.

- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements.
- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure and services to foster economic development, including funding for local institutions of education, and other Jersey Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The Township and the City shall retain all mutual aid agreements in place on the date of this JEDD Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the same area of Jersey Township had the JEDD not be in existence. If Southwest Licking Community Water and Sewer District provides potable water and sanitary sewer services, if any, to current customers within the JEDD, they shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer service from the Southwest Licking Community Water and Sewer District.
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in Jersey Township's Comprehensive Plan, as well as other long-term planning goals established by the Township. The Township and/or the City may provide secretarial services and other staffing to the JEDD as each entity so determines on their sole and independent discretion. The Township will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The Township and the City will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

EXHIBIT C to JEDD

Public Infrastructure Improvements

The Public Infrastructure Improvements include, but are not limited to, any or all of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, those costs listed in R.C. Section 133.15(B)):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.
- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.
- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.
- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to

Exhibit A – R-46-2024

streetscape improvements in conjunction with and along the roadway improvements described above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the Township's taking title to any Public Infrastructure Improvements.
- Any other public infrastructure improvements constructed or maintained by or on behalf of the Township that are determined by the Board of Township Trustees to directly benefit the Property.

EXHIBIT D to JEDD

Schedule for the Collection of the Income Tax

The Jersey-New Albany Joint Economic Development District No. __ (the “District”) to be created pursuant to the Joint Economic Development District Contract (the “Contract”) by and between the City of New Albany, Ohio (the “City”) and Jersey Township (Licking County), Ohio (the “Township”) authorizes and anticipates the levy by the board of directors of the JEDD (the “Board”) of a tax on the income of persons working in the District and the net profits of businesses located in the District at the same rate currently levied by the City (currently 2.0%) for distribution to the Board, the City and the Township.

EXHIBIT E to JEDD
Infrastructure Funds Intended Use Area

insert map

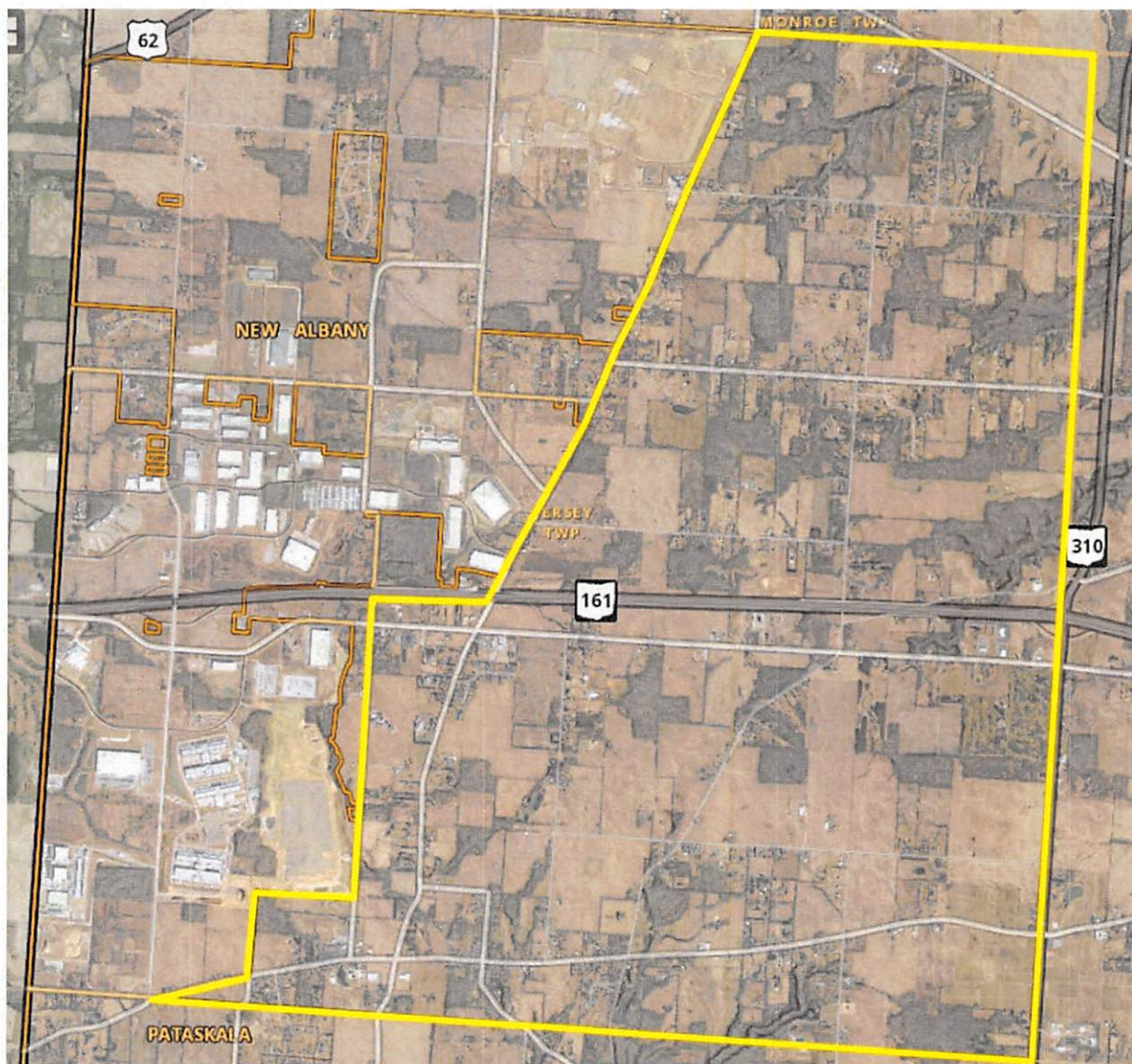


EXHIBIT C to CEDA
Schedule of Contributions

| Contributor | Use of Funds | Amount | Reimbursement Source (Intended) | Reimbursement Schedule |
|--------------------|---------------------|-------------------------------|----------------------------------------|-------------------------------|
| City of New Albany | Land Use Plan | 80% of costs, up to \$200,000 | Twp JEDD Revenue | 36 Months |
| | CIC Contribution | TBD | Twp JEDD Revenue | TBD |
| | | | | |
| Jersey Township | Land Use Plan | 20% of costs, up to \$50,000 | N/A | N/A |
| | | | | |

Notes:

The reimbursements contained in the Schedule of Contributions is based on time from closeout of each item. For example, contributions made towards the Land Use Plan shall be reimbursed within 36 months after the adoption of the Plan.

Although intended reimbursement sources have been identified, reimbursements may be made via other township sources as determined by Jersey Township.



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:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 09/20/2024

Introduced: 10/01/2024

Revised:

Adopted:

Effective:

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

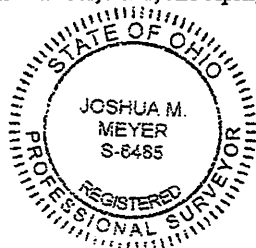
-2-

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.

A handwritten signature of Joshua M. Meyer in black ink.

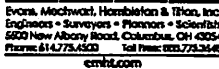
March 15, 2023

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:nd
M44-WD_0_172 ac 20220233-VS-BNDY.docx

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



QUARTER TOWNSHIP 1, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

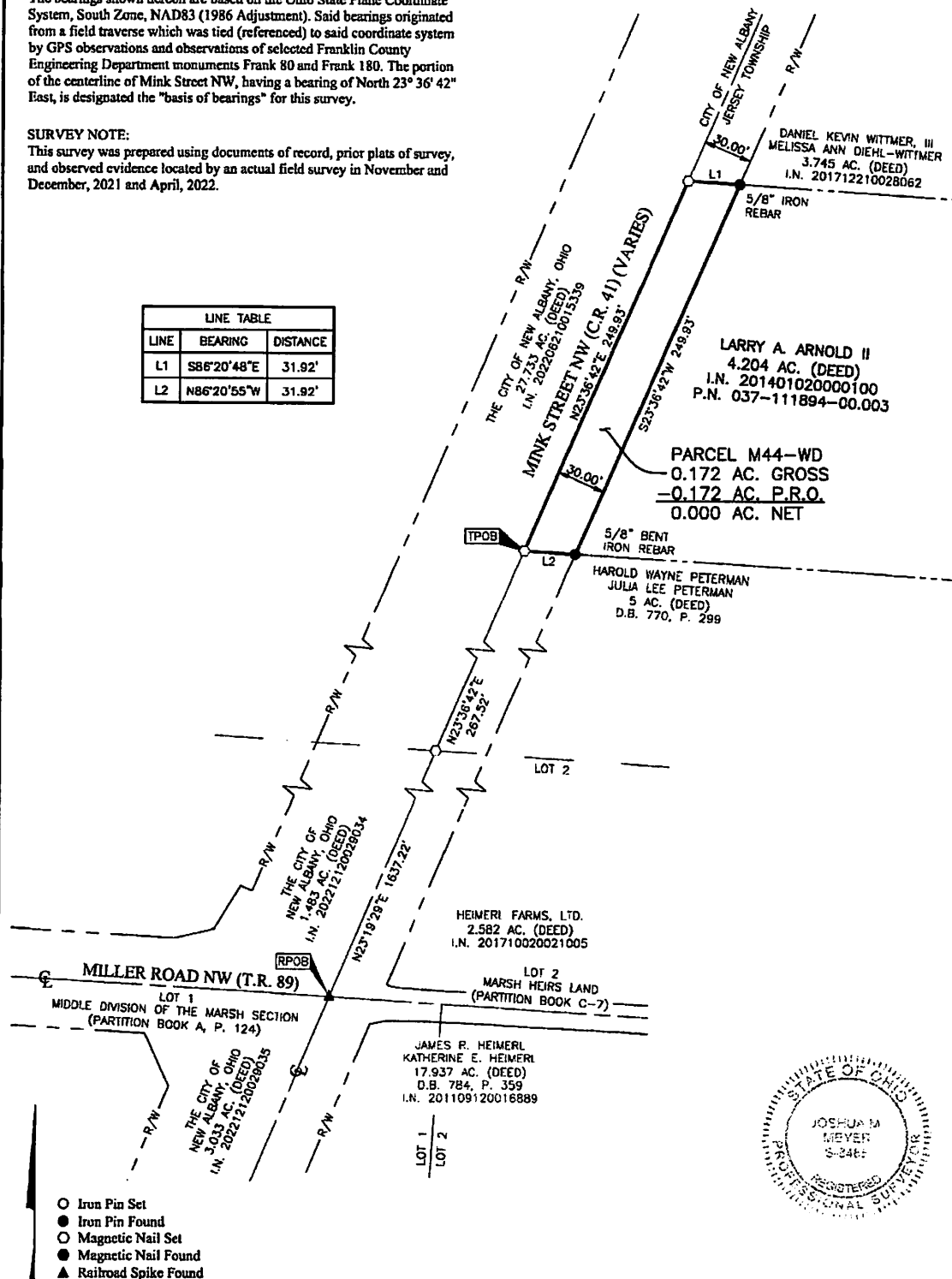
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

| | | | |
|----------------------|-----------------|-------------------|------------------|
| Date: March 15, 2023 | Scale: 1" = 60' | Job No: 2022-0233 | Sheet No: 1 of 1 |
|----------------------|-----------------|-------------------|------------------|

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Mink Street NW, having a bearing of North 23° 36' 42" East, is designated the "basis of bearings" for this survey.

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

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S86°20'48"E | 31.92' |
| L2 | N86°20'55"W | 31.92' |



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



By Joshua M. Meyer March 15, 2023
Joshua M. Meyer Date
Professional Surveyor No. 8485
jmeyer@emht.com

Ordinance O- -2024 - EXHIBIT 1

MINK STREET (BEAVER RUN-GREEN CHAPEL) / M44-WD_20220233-VS-BNDY
Ordinance O-31-2024 - EXHIBIT 1



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, AND DECLARING AN EMERGENCY

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

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

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

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-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

Legislation dates:

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-

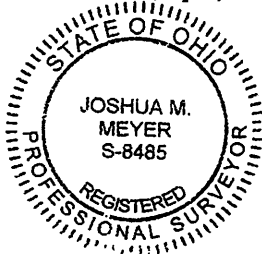
Thence South 86° 43' 12" East, with the northerly line of said 91.173 acre tract, said centerline, said common Township line, and the southerly lines of said 0.783 acre tract, that 1.641 acre tract conveyed to Michael E. Dingess by deed of record in Instrument Number 201108090014686, that 2.076 acre 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
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| | |
|--------------------------------------------------------|-----------------------------------------|
| PRE-APPROVAL | |
| LICKING COUNTY ENGINEER | |
| APPROVED <input checked="checked" type="checkbox"/> | CONDITIONAL <input type="checkbox"/> |
| APPROVED BY: | <i>JP</i> |
| DATE: | 03/25/2024 |

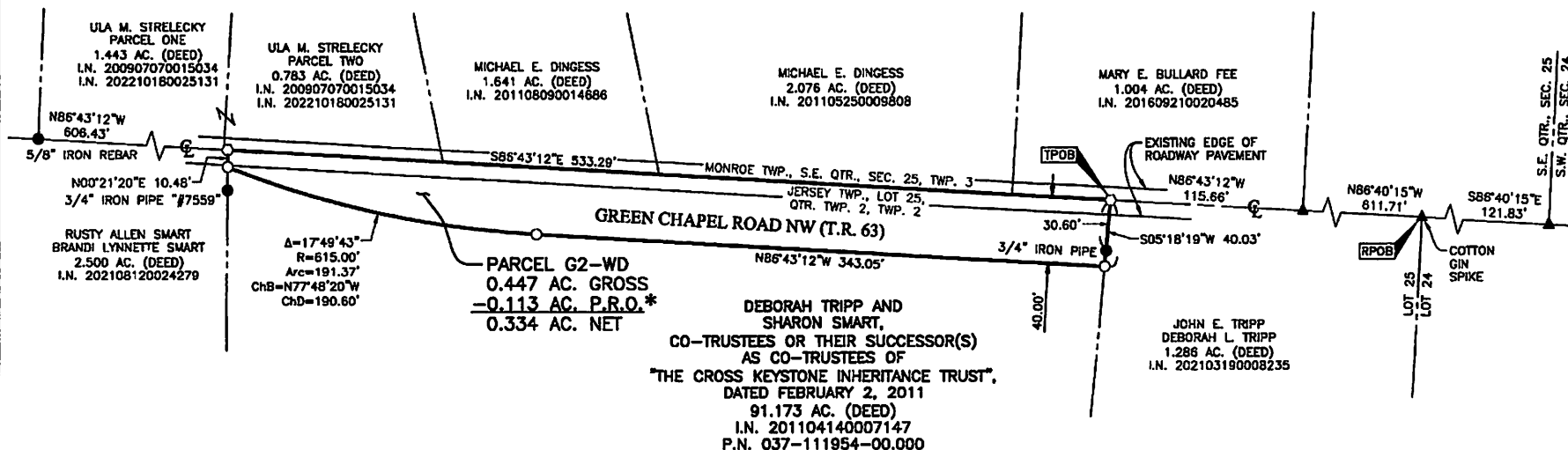


Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
6500 New Albany Road, Columbus, OH 43234
Phone: 614.778.4552 Toll Free: 888.778.3648
emht.com

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: | 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°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.

- 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-32-2024 - EXHIBIT 1


| PRE-APPROVAL | |
|--------------------------------------------------------------------------------------------------|-------------|
| LICKING COUNTY ENGINEER | |
| APPROVED | CONDITIONAL |
| APPROVED BY:  | |
| DATE: 8-8-24 | |

EXHIBIT A

**PARCEL G2-WD2
0.047 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 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 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 said 91.173 acre tract, 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 with the centerline of said Green Chapel Road NW, the northerly line of said 91.173 acre tract, the southerly line of said 12.281 acre tract, said common Township line, the following courses and distances:

South 87° 03' 41" East, a distance of 54.71 feet to a magnetic nail set in the southeasterly right-of-way line of said Johnstown-Utica Road NW (U.S. Route 62), the TRUE POINT OF BEGINNING; and

South 87° 03' 41" East, a distance of 72.64 feet to a magnetic nail set 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;

Thence South 00° 21' 20" West, with a line common to said 91.173 and 2.000 acre tracts, a distance of 20.02 feet to an iron pin set;

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

North 87° 03' 41" West, a distance of 76.69 feet to an iron pin set;

South 59° 41' 16" West, a distance of 18.24 feet to a 3/4 inch iron rebar with aluminum cap inscribed "O.D.O.T. R/W District 5" found at an angle point in the southeasterly right-of-way line of said Johnstown-Utica Road (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 deed of record in Instrument Number 202112300039710;

North 87° 03' 41" West, with the northerly line of said Parcel 6-SH2, a distance of 27.36 feet to an iron pin set at a northwesterly corner of said Parcel 6-SH2; and

EXHIBIT A

PARCEL G2-WD2

0.047 ACRE

-2-

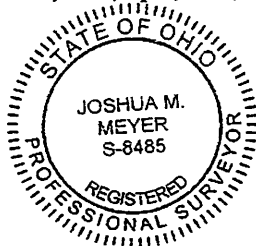
North 59° 41' 16" East, with the southeasterly right-of-way line of said Johnstown-Utica Road (U.S. Route 62), a distance of 54.71 feet to the TRUE POINT OF BEGINNING, containing 0.047 acre, more or less, all of which is within Auditor's Parcel Number 037-111954-00.000 and 0.032 acre of which is within 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 87° 03' 41" 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
Professional Surveyor No. 8485

August 6, 2024

Date

JMM:djf
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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

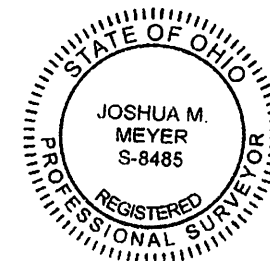
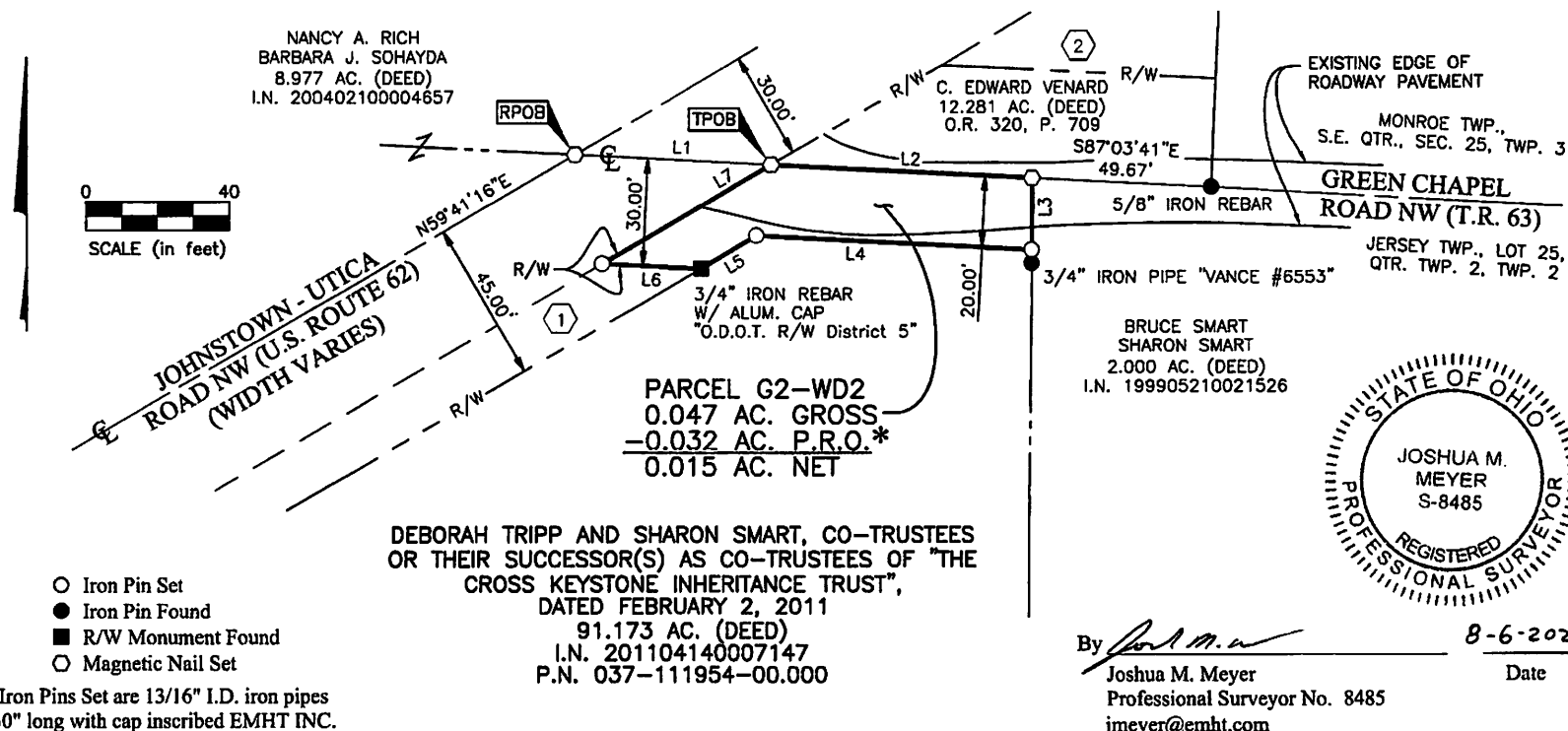
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: August 6, 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

8-6-2024
Date

Ordinance O-32-2024 - EXHIBIT 2



Evans, Machwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
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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' |

①

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

②

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

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

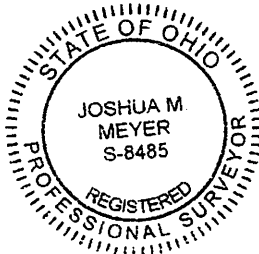
South 00° 21' 20" West, a distance of 10.01 feet to a point;

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.

A handwritten signature of Joshua M. Meyer in black ink.

Joshua M. Meyer
Professional Surveyor No. 8485

4-9-2024
Date

JMM:djf
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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 |

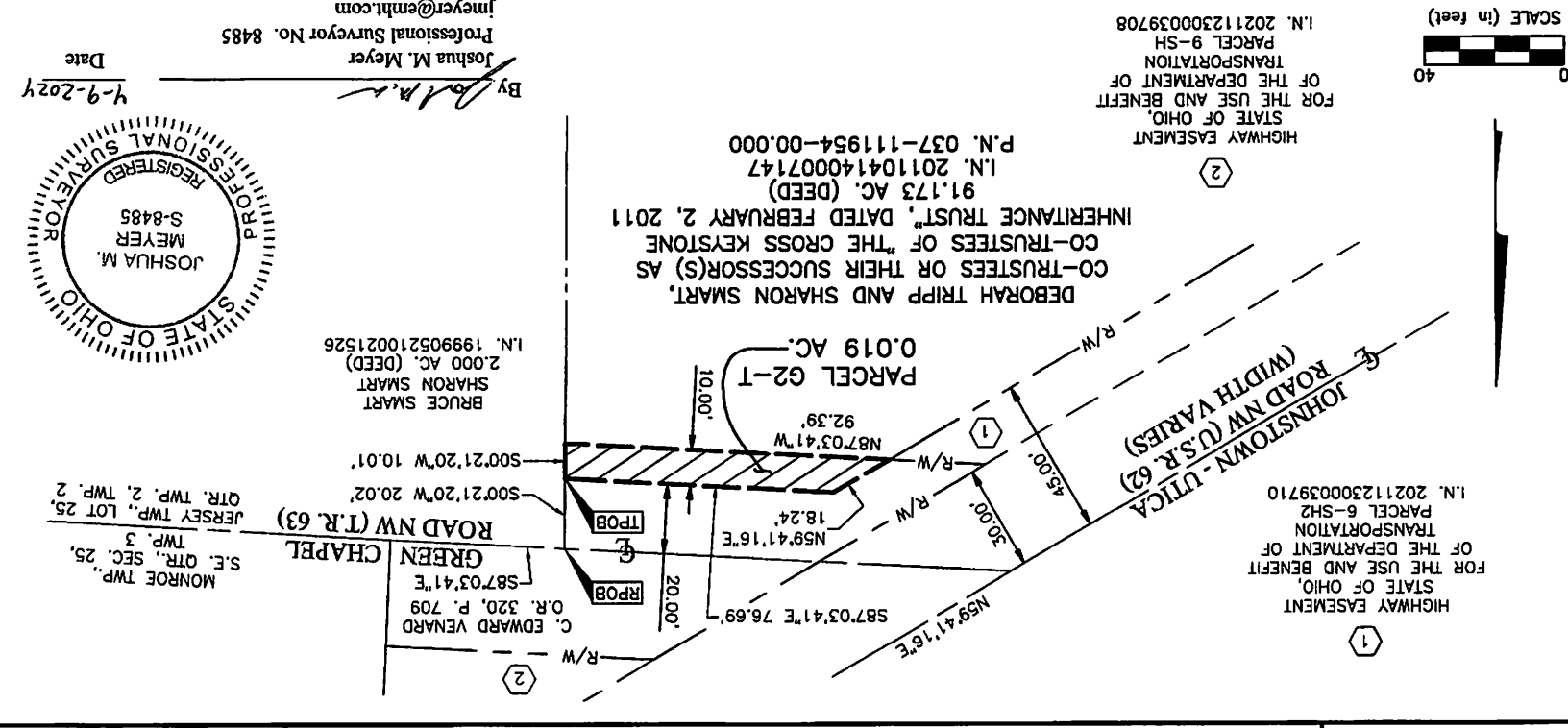
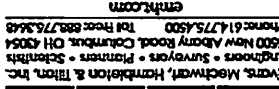


EXHIBIT A

**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.

A handwritten signature of Joshua M. Meyer in black ink.

March 18, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djf
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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, AND DECLARING AN EMERGENCY

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

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

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

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-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.

A handwritten signature of Joshua M. Meyer in black ink.

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="checked" type="checkbox"/> | CONDITIONAL <input type="checkbox"/> |
| APPROVED BY: | |
| DATE: | 03/25/2024 |



Evans, Mechwart, Henshaw & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
6500 New Albany Road, Columbus, OH 43254
Phone: 614.776.4520 Toll Free: 888.776.3448
emhit.com

SURVEY OF ACREAGE PARCEL

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

UNITED STATES MILITARY DISTRICT

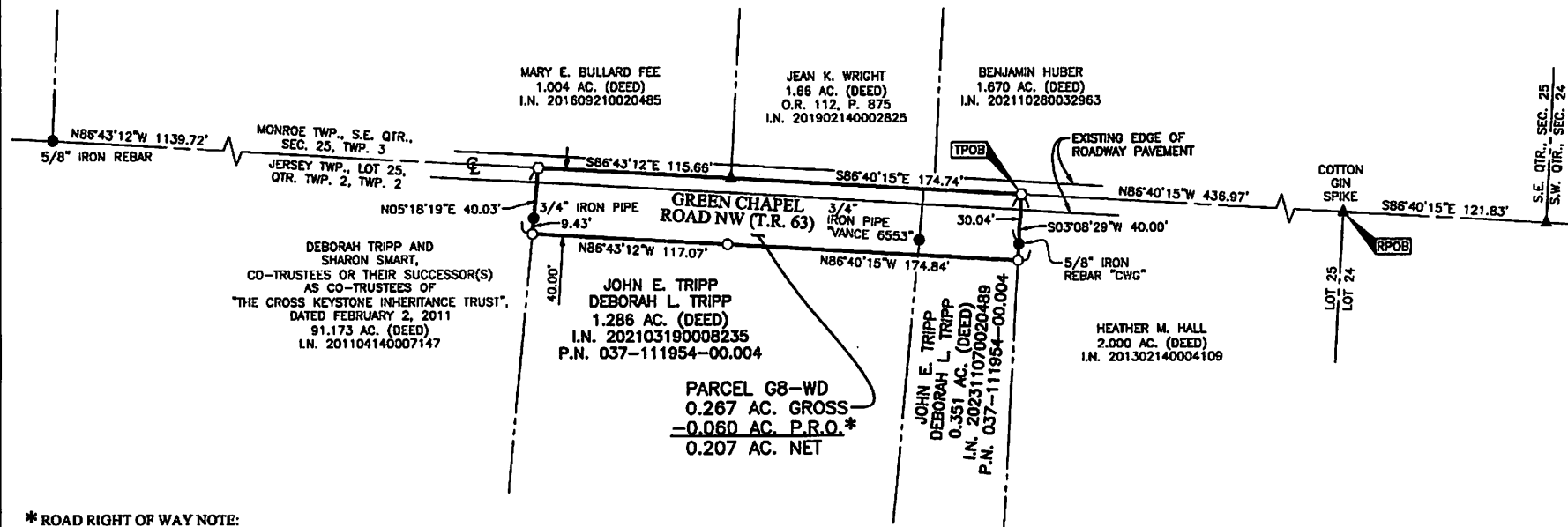
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

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.

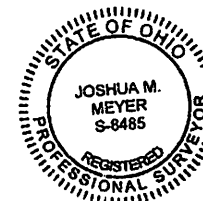
SURVEY NOTE:

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

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

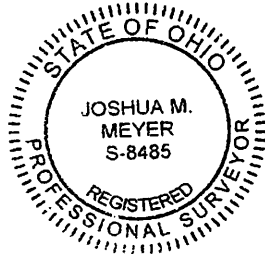
North 86° 43' 12" West, a distance of 117.60 feet to a point in the westerly line of said 1.286 acre tract, an easterly line of that 91.173 acre tract conveyed to Deborah Tripp and Sharon Smart, Co-Trustees or their Successor(s) as Co-Trustees of "The Cross Keystone Inheritance Trust", dated February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

A handwritten signature of Joshua M. Meyer in black ink.

Joshua M. Meyer
Professional Surveyor No. 8485

March 21, 2024

Date

JMM:djf
G08-U_0_101 ac 20220307-VS-ESMT-UTIL.docx

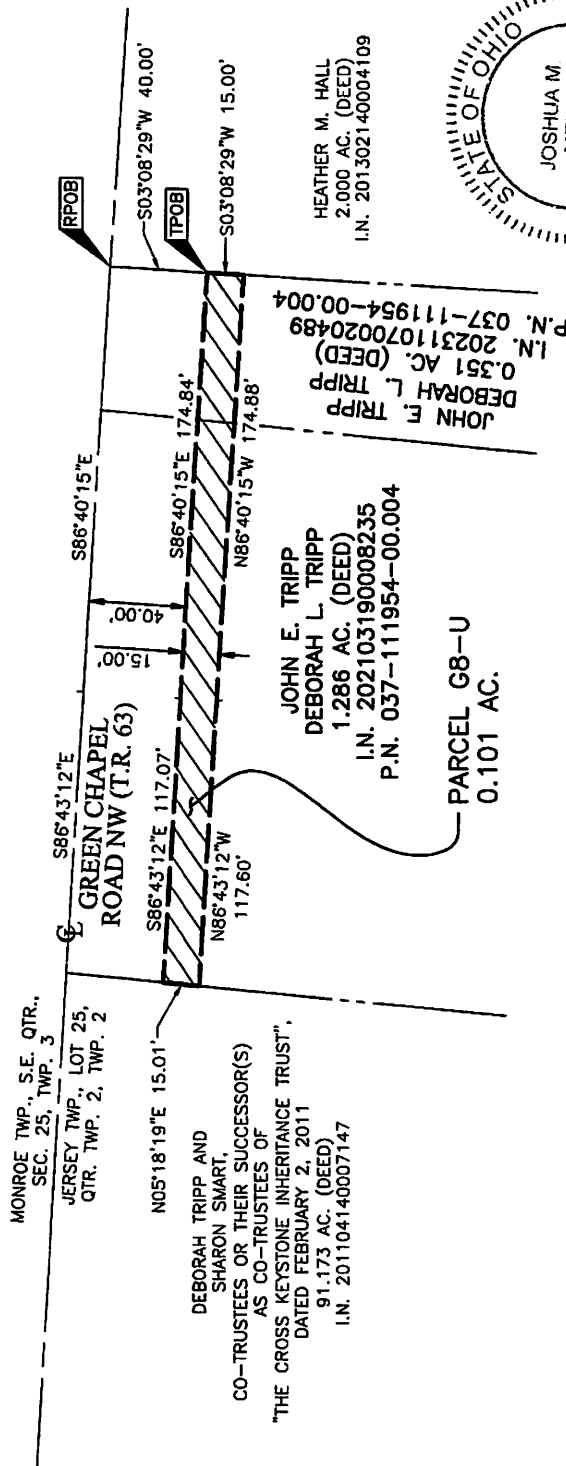


Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Tel Fax: 600.716.3448
emht.com

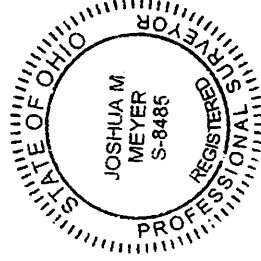
EASEMENT

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

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



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



HEATHER M. HALL
2.000 AC. (DEED)
I.N. 201302140004109

JOHN E. TRIPP
DEBORAH L. TRIPP
1.286 AC. (DEED)
I.N. 202103190008235
P.N. 037-111954-00.004

JOHN E. TRIPP
DEBORAH L. TRIPP
0.351 AC. (DEED)
I.N. 202311070020489
P.N. 037-111954-00.004

PARCEL G8-U
0.101 AC.

\\CAMPAIGN1\PROJECTS\2022\0307\DWG\04SHEETS\EASEMENTS\008-U_20220307-15-ESMT-UTLWDG.dwg plotted by FERUGSON, DAVID on 3/21/2024 2:42:39 PM last saved by FERUGSON on 3/21/2024 2:42:39 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, AND DECLARING AN EMERGENCY

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

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

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

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-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

Legislation dates:

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

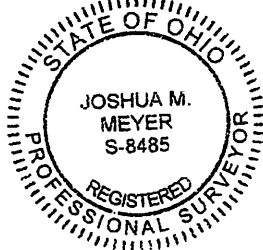
0.190 ACRE

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

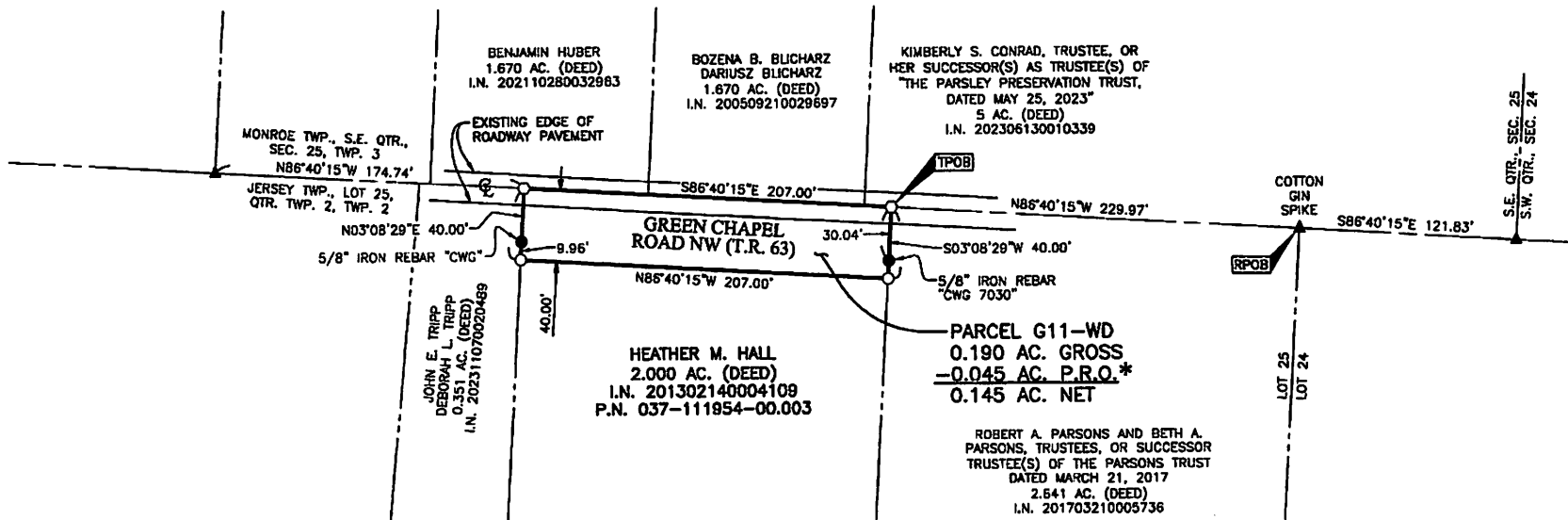


Evans, Mechwart, Hamilton & Tibbitts, Inc.
Engineers • Surveyors • Planners • Scientists
6600 New Albany Road, Columbus, OH 43244
Phone: 614.776.4300 Toll Free: 888.775.3646
emht.com

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

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:

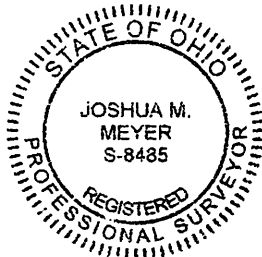
South 03° 08' 29" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;
and

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

Joshua M. Meyer
Professional Surveyor No. 8485

March 18, 2024

Date

JMM:djf
G11-U_0_071 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: 888.775.3642
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

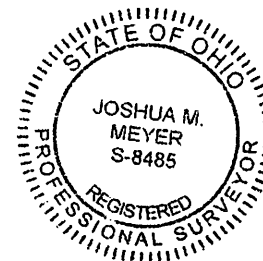
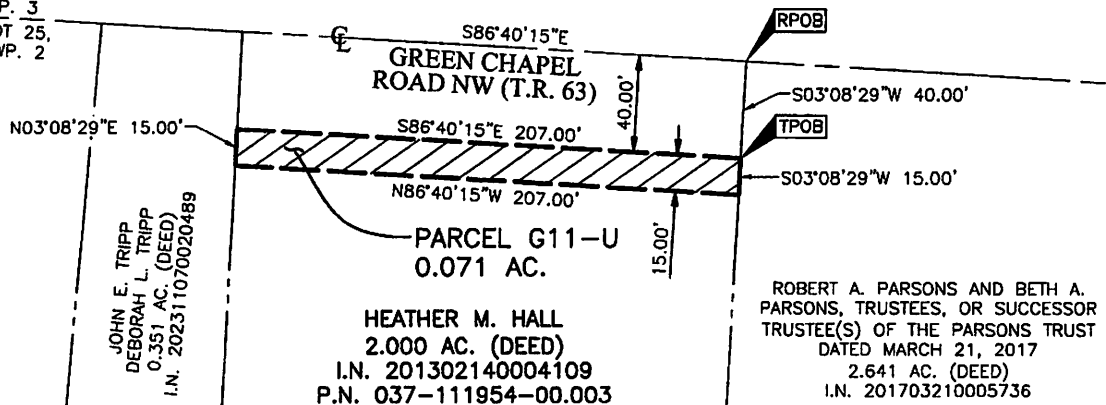
Date: March 18, 2024

Scale: 1" = 60'

Job No: 2022-0307

Sheet No: 1 of 1

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



0 60
SCALE (in feet)

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

3-18-2024
Date



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, AND DECLARING AN EMERGENCY

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

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

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

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-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

Legislation dates:

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.

A handwritten signature of Joshua M. Meyer in black ink.

March 12, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date /

JMM:djf
G14-WD_0_211 ac 20220307-VS-BNDY.docx

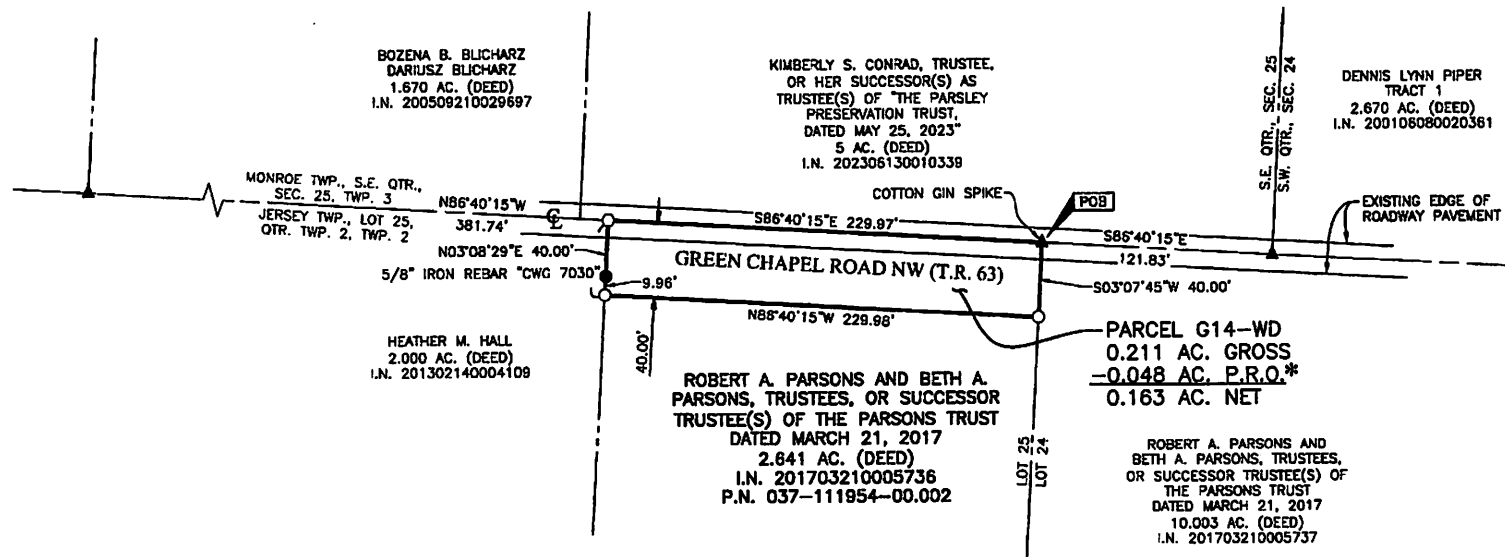
| PRE-APPROVAL | |
|--------------------------------------------------------|-----------------------------------------|
| LICKING COUNTY ENGINEER | |
| APPROVED <input checked="checked" type="checkbox"/> | CONDITIONAL <input type="checkbox"/> |
| APPROVED BY: | |
| DATE: | 03/25/2024 |



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:

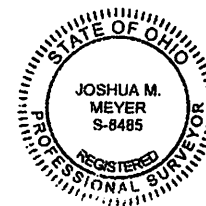
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department 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

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:

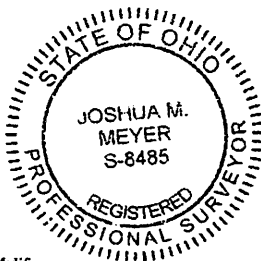
South 03° 07' 45" West, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;
and

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.

A handwritten signature of Joshua M. Meyer in black ink.

Joshua M. Meyer
Professional Surveyor No. 8485

March 18, 2024

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: 888.775.3668
emht.com

EASEMENT

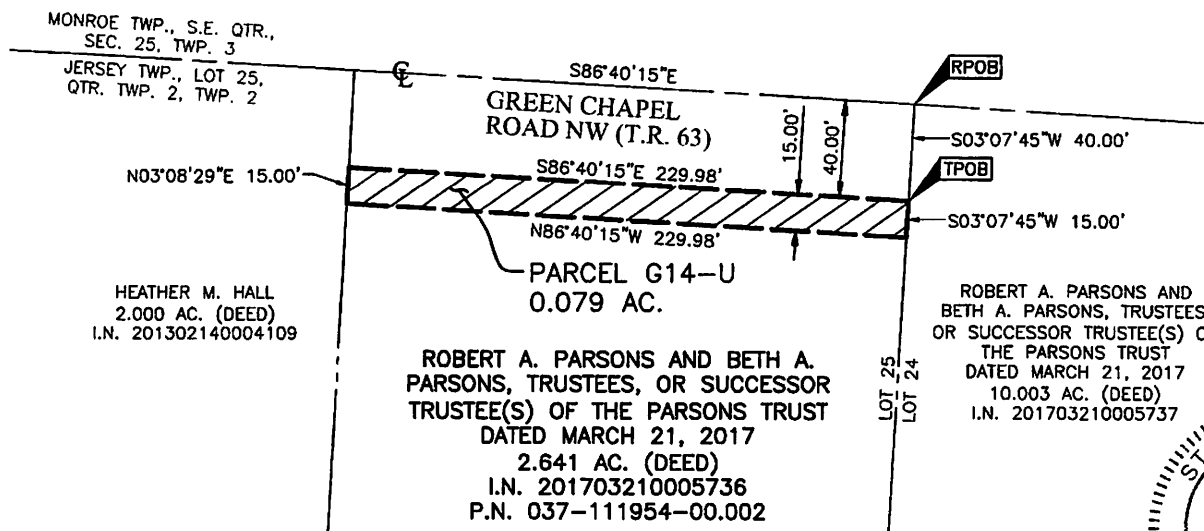
LOT 25, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: March 18, 2024

Scale: 1" = 60'

Job No: 2022-0307

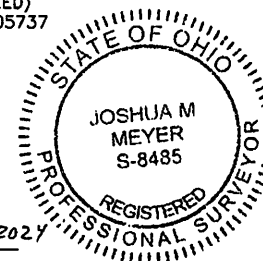
Sheet No: 1 of 1



0 60
SCALE (in feet)

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\G14-U_20220307-VS-ESMT-UTIL.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, AND DECLARING AN EMERGENCY

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

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

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

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-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

Legislation dates:

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.

A handwritten signature of Joshua M. Meyer in black ink.

Joshua M. Meyer
Professional Surveyor No. 8485

March 21, 2024

Date

JMM:djf
G15-WD_0_482 ac 20220307-VS-BNDY.docx

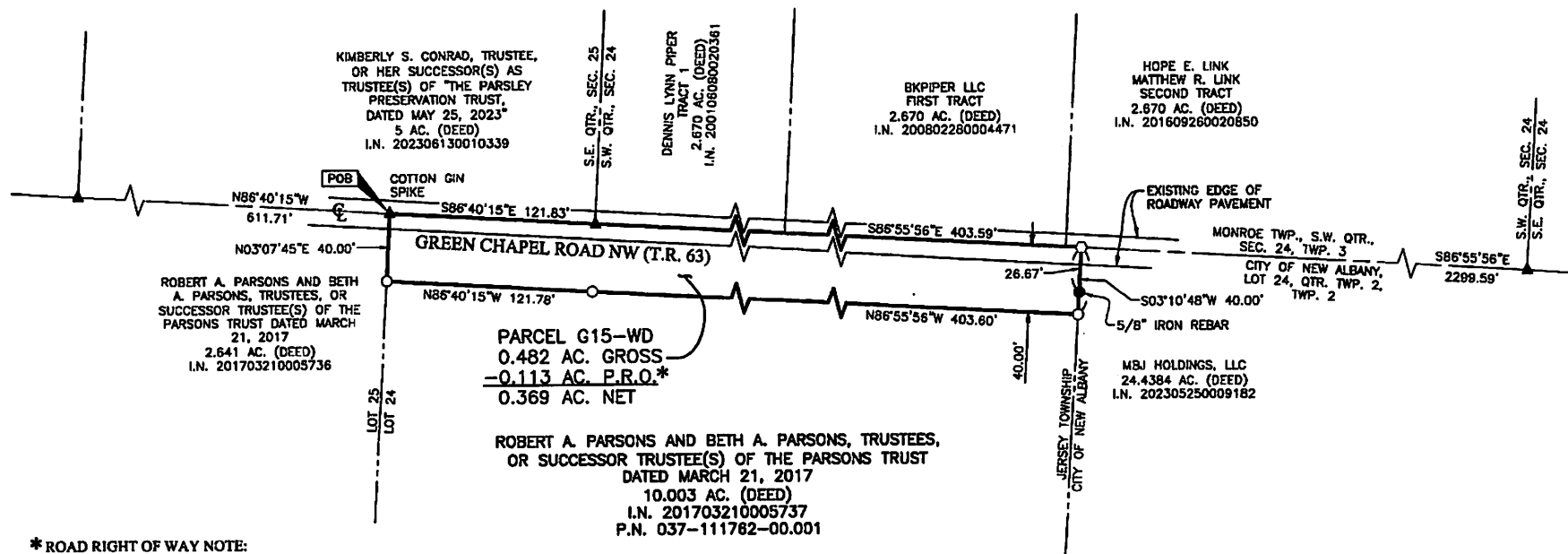
| | |
|--------------------------------------------------------|-----------------------------------------|
| PRE-APPROVAL | |
| LICKING COUNTY ENGINEER | |
| APPROVED <input checked="checked" type="checkbox"/> | CONDITIONAL <input type="checkbox"/> |
| APPROVED BY: | <i>QR</i> |
| DATE: | 03/25/2024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



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.

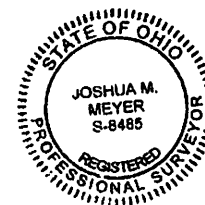
SURVEY NOTE:

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" 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

3-21-2024
Date

Ordinance O-36-2024 - EXHIBIT 1

Green Chapel Road from US-62 to Mink Street / G15-WD_20220307-VS-BNDY

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

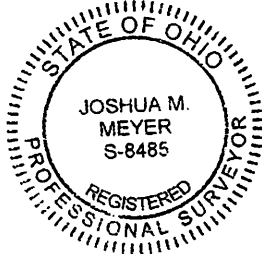
South 03° 10' 48" West, a distance of 8.00 feet to a point;

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.

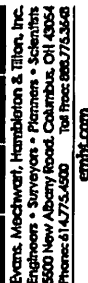
A handwritten signature of Joshua M. Meyer in black ink.

Joshua M. Meyer
Professional Surveyor No. 8485

March 18, 2024

Date

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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

March 18, 2024

Scale: $1'' = 20'$

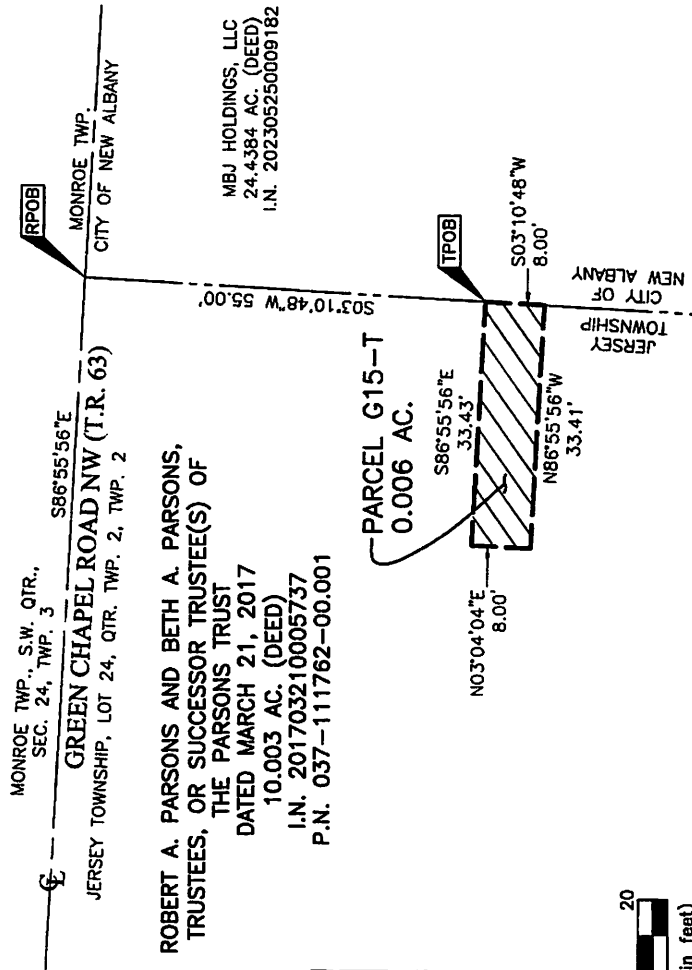
 $\tau'' = 20'$

Job No: 2022-0307

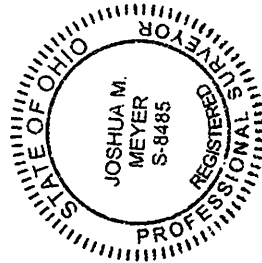
2022-0307

Sheet No: 1 of 1

1 of 1



A horizontal scale bar with alternating black and white segments. The number '0' is at the left end, and '20' is at the right end. Below the bar, the text 'SCALE (in feet)' is written.



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

\\F:\20220307\DWG\04SHEETS\EASEMENTS\016--T_20220307-VS-ESMT-UTL.DWG plotted by FERGUSON, DAVID on 3/15/2024 2:10:31 PM last saved by DFERGUSON 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;

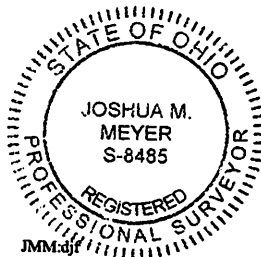
Thence South 03° 10' 48" West, with the line common to said 10.003 and 24.4384 acre tracts, a distance of 15.00 feet to a point;

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.



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EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Joshua M. Meyer in black ink.

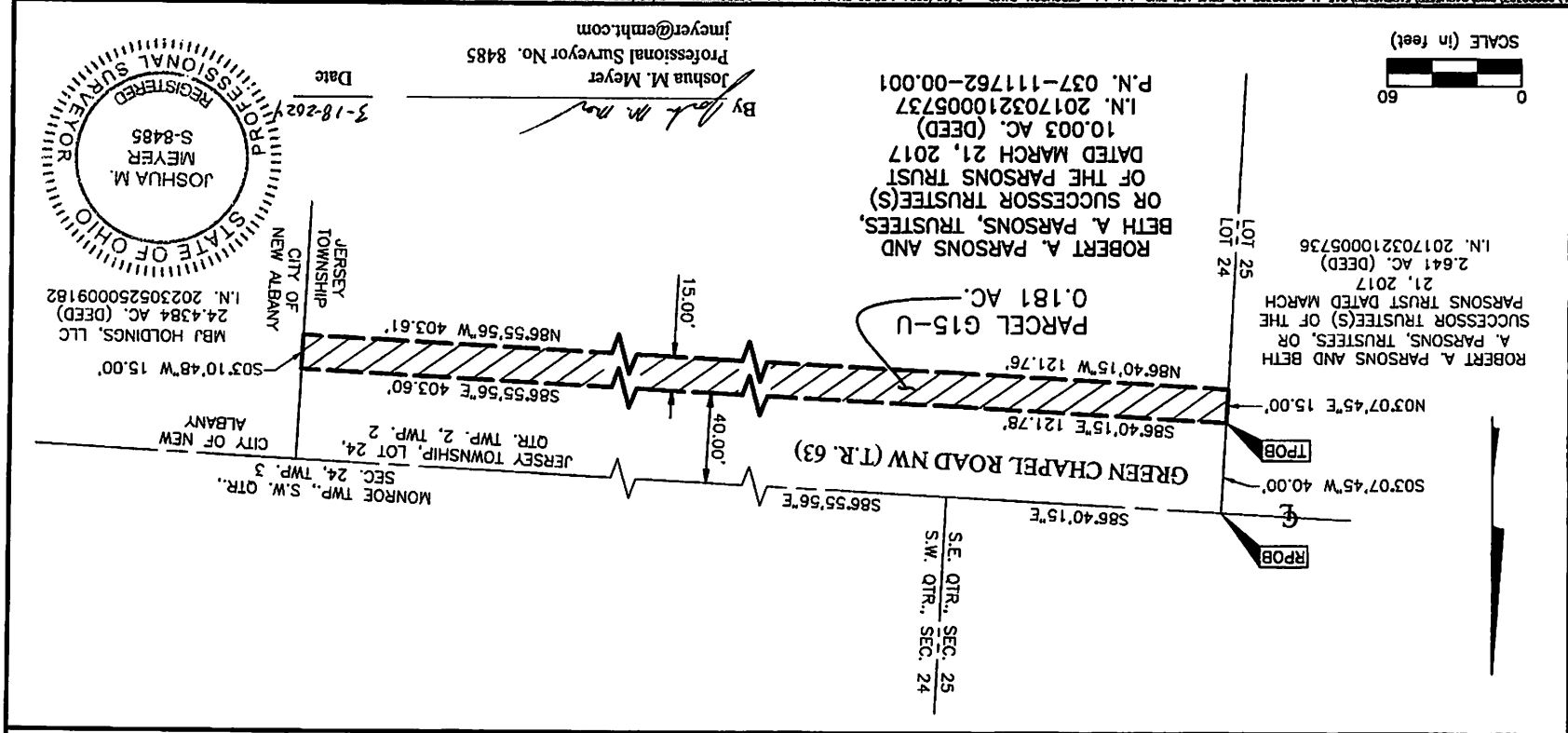
Joshua M. Meyer
Professional Surveyor No. 8485

March 18, 2024

Date

| | | | |
|---------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| | | EMH-T Everts, Meecham, Hornbush & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43264 Phone: 614/775-4500 Fax: 604/775-3448 emh-t.com | |
| Date: | March 18, 2024 | Scale: | 1" = 60' |
| Job No: | 2022-0307 | Sheet No: | 1 of 1 |

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





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, AND DECLARING AN EMERGENCY

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

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

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

WHEREAS, a Resolution of intent was previously adopted by Council in Resolution No. R-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:

EXHIBIT A

**PARCEL G26-WD1
0.504 ACRE**

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

**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 MBJ 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;

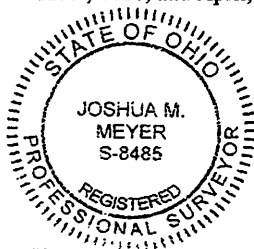
Thence South 86° 21' 26" East, with said northerly line, said centerline, said common Township line, and with the southerly lines of said 1.205 acre tract, that 4.709 acre tract conveyed as Tract II to Jana L. Davis by deed of record in Instrument Number 200902200003338 and said 11.980 acre tract, a 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.

A handwritten signature of Joshua M. Meyer in black ink.

March 11, 2024

Joshua M. Meyer
Professional Surveyor No. 8485

Date

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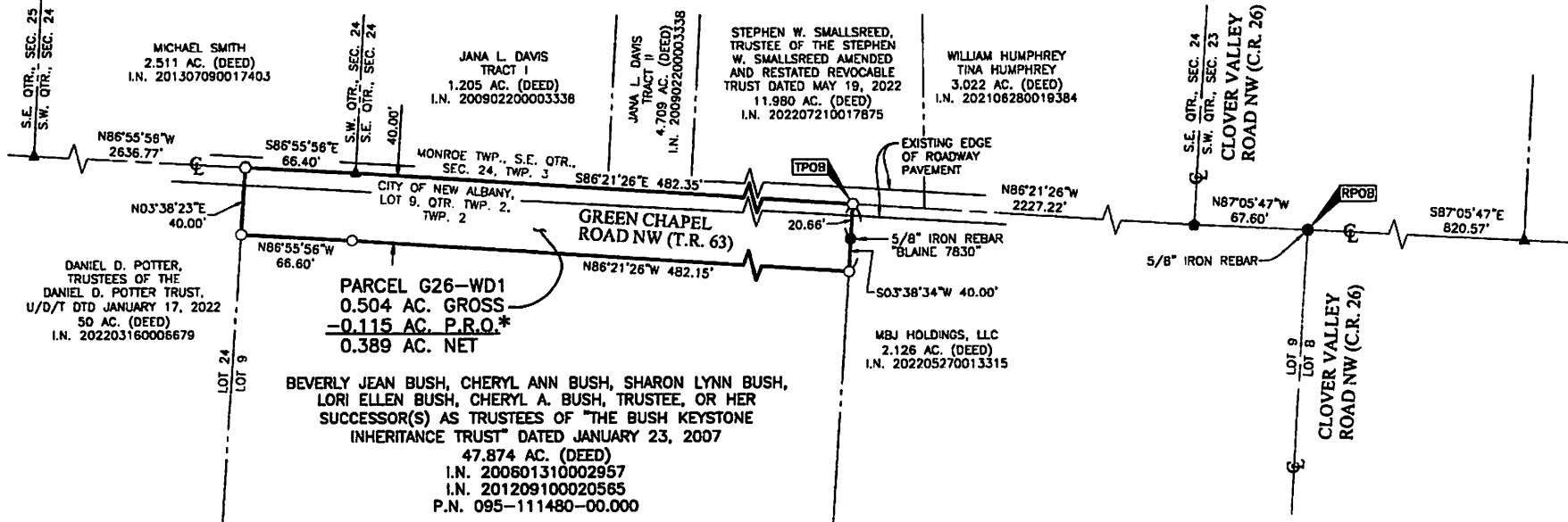


Evans, Mechwart, Hamblen & Thon, Inc.
Engineers - Surveyors - Planners - Scientists
6300 New Albany Road, Columbus, OH 43244
Phone: (614) 775-4330 Fax: (614) 775-3548
emhit.com

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 11, 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:

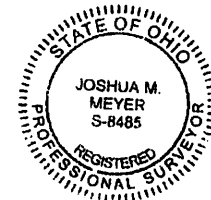
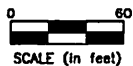
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86°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 EMHIT INC.



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

3-11-2024
Date

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 MBJ 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.



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EVANS, MECHWART, HAMBLETON & TILTON, INC.

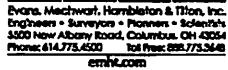
Josh M. Meyer

Joshua M. Meyer
Professional Surveyor No. 8485

March 13, 2024

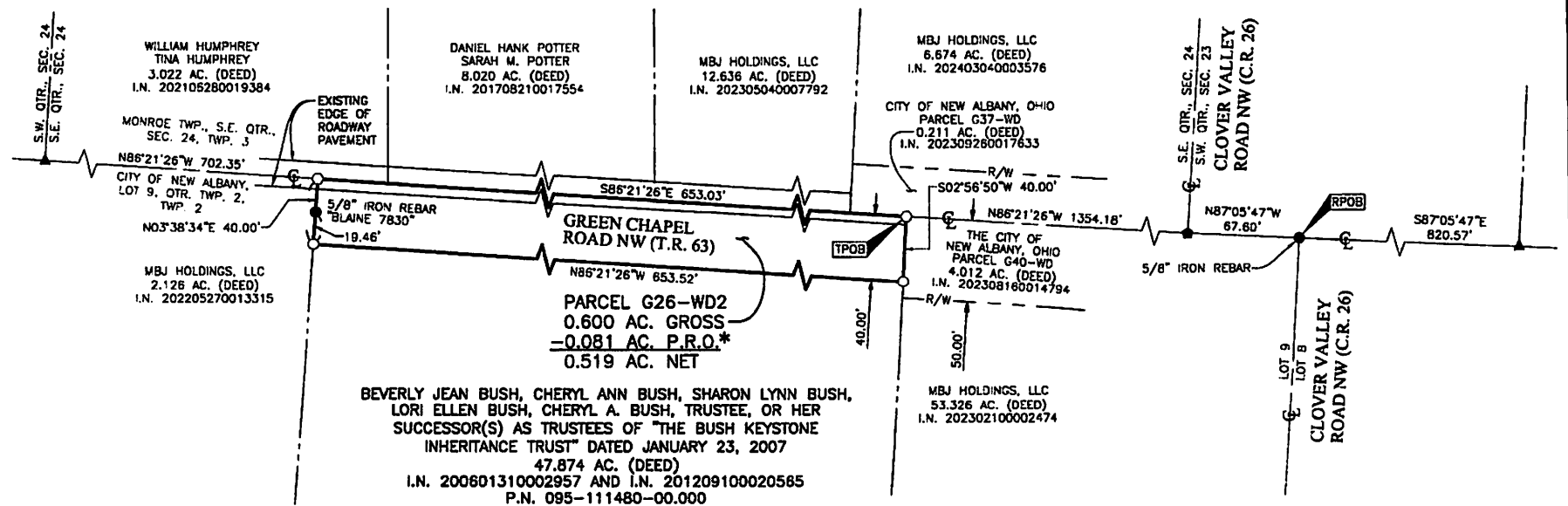
Date

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



CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Sheet No: 1 of 1

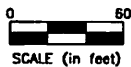


The existing right-of-way width for Green Chapel Road NW has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

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



3-13-2024
Date

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 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 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;

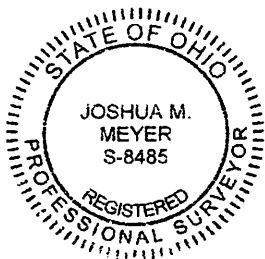
Thence across said 47.874 acre tract, the following courses and distances:

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.

A handwritten signature of Joshua M. Meyer in black ink.

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, 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 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

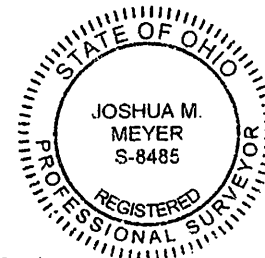
MBJ HOLDINGS, LLC
2.126 AC. (DEED)
I.N. 202205270013315

GREEN CHAPEL
ROAD NW (T.R. 63)

MONROE TWP., S.E. QTR.,
SEC. 24, TWP. 3
CITY OF NEW ALBANY,
LOT 9, QTR. TWP. 2, TWP. 2

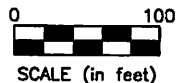
PARCEL G26-T1
0.321 AC.

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

3-22-2024
Date



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 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 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;

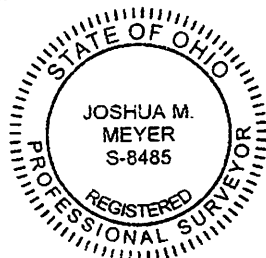
North 45° 03' 09" East, a distance of 60.00 feet to a point;

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.

A handwritten signature of Joshua M. Meyer in black ink.

Joshua M. Meyer
Professional Surveyor No. 8485

Apr. 16, 2024

Date

JMM:djf
G26-S_1_083 ac 20220307-VS-ESMT-DRAN.docx



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 800.775.3645
emht.com

EASEMENT

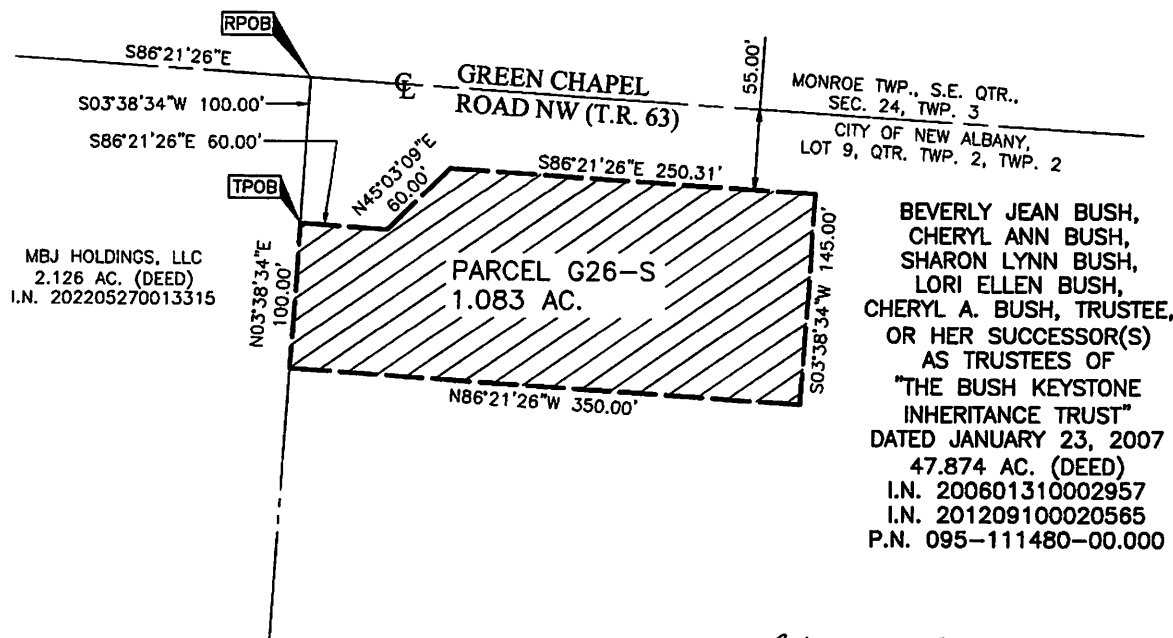
LOT 9, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF LICKING, STATE OF OHIO

Date: April 16, 2024

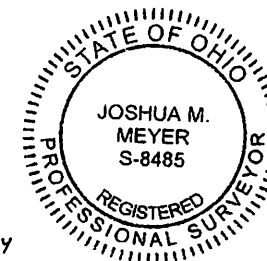
Scale: 1" = 100'

Job No: 2022-0307

Sheet No: 1 of 1



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

4-16-2024
Date



Ordinance O-37-2024 - EXHIBIT 4

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

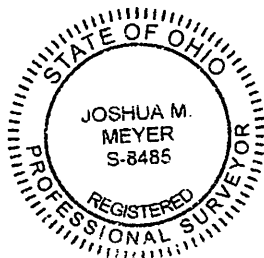
North 86° 55' 56" West, a distance of 66.68 feet to a point in the westerly line of said 47.874 acre tract, the easterly line of that 50 acre tract conveyed to Daniel D. Potter, Trustees of The Daniel D. Potter Trust, u/d/t dtd January 17, 2022 by deed of record in Instrument Number 202203160006679;

Thence North 03° 38' 23" East, with the line common to said 47.874 and 50 acre tracts, 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.

A handwritten signature of Joshua M. Meyer in black ink.

Joshua M. Meyer
Professional Surveyor No. 8485

March 22, 2024

Date

JMM:djf
G26-U1_0_189 ac 20220307-VS-ESMT-UTIL.docx

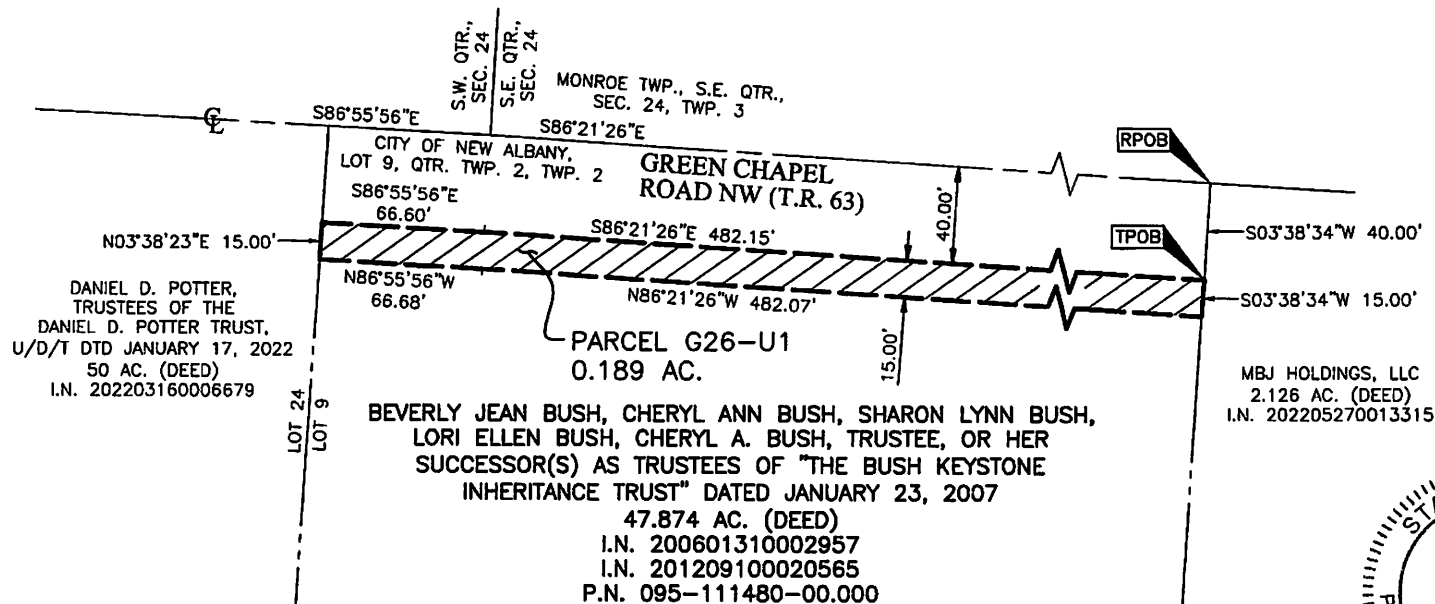


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5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

EASEMENT

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

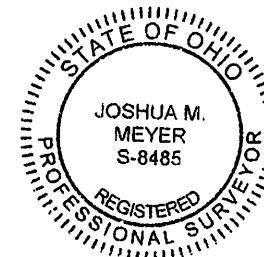
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|-----------|----------------|
| Date: | March 22, 2024 |
| Scale: | 1" = 60' |
| Job No: | 2022-0307 |
| Sheet No: | 1 of 1 |



0 60
SCALE (in feet)

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

3-22-2024
Date



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 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 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 MJB Holdings, LLC by deed of record in Instrument Number 202302100002474, a distance of 15.00 feet to a point;

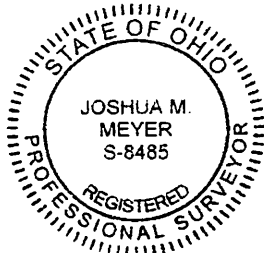
Thence across said 47.874 acre tract, the following courses and distances:

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.

Josh M. Meyer

Joshua M. Meyer
Professional Surveyor No. 8485

July 15, 2024

Date

JMM:djf
G26-U2_0_308 ac 20220307-VS-ESMT-UTIL.docx

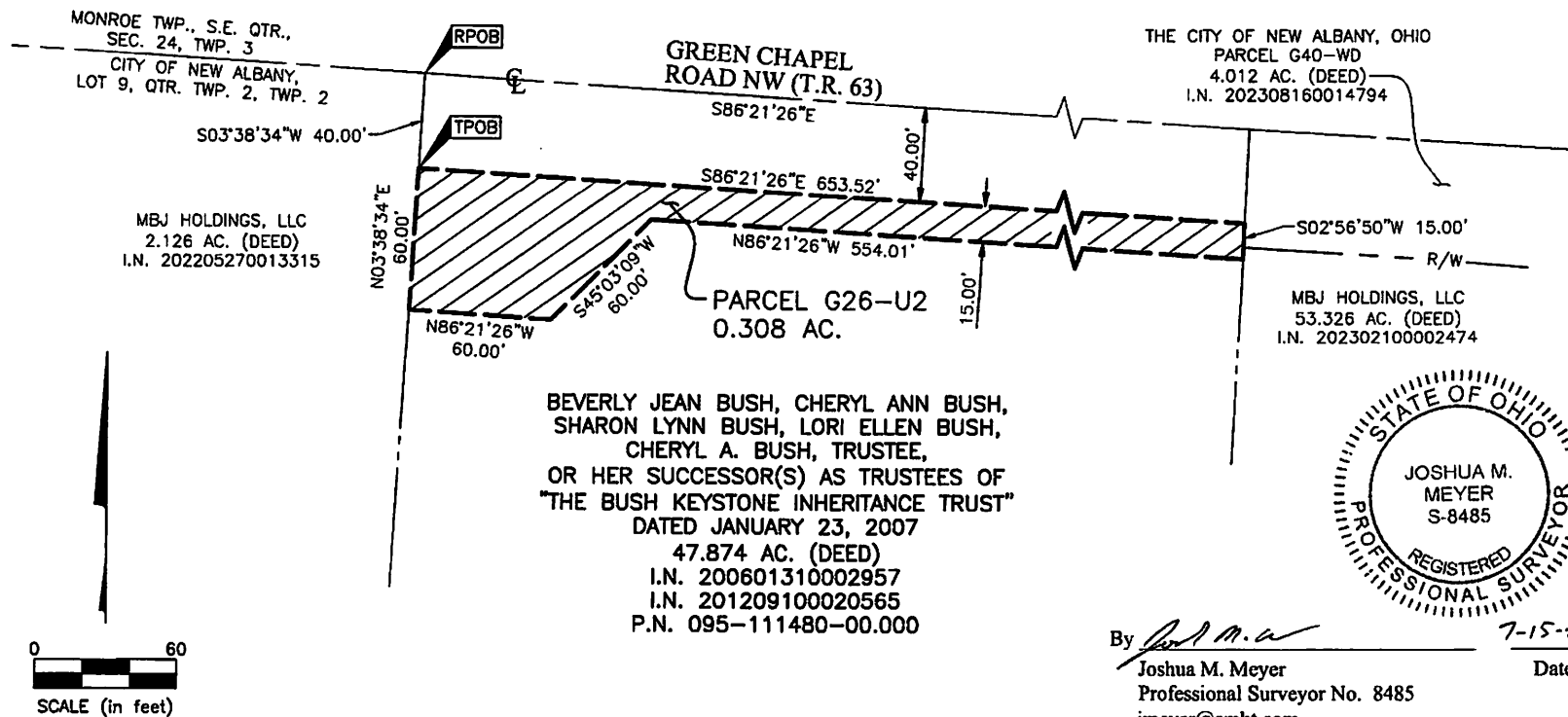


Evans, Mechwart, Hambleton & Tilton, Inc.
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5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

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



ORDINANCE O-38-2024

AN ORDINANCE TO ACCEPT A RIGHT OF WAY DEDICATION OF 0.124 ACRES AND TO APPROVE A FEE IN LIEU OF LEISURE TRAIL CONSTRUCTION IN ACCORDANCE WITH CODIFIED ORDINANCE SECTIONS 1165.06(c) AND 1187.18 AT 6401 KITZMILLER ROAD AS REQUESTED BY GREG MANTOR AND JOYCE BROWNING AND DECLARING AN EMERGENCY

WHEREAS, codified ordinance section 1165.06(b) requires the developer/owner to provide and pay the entire cost of improvements to land including the construction of leisure trails; and

WHEREAS, codified ordinance section 1165.06(c) allows for a fee-in-lieu of construction of a required leisure trail where special circumstances exist; and

WHEREAS, codified ordinance section 1187.18 sets forth the criteria for approval by which the council may approve a fee-in-lieu of leisure trail construction and a calculation to determine the fee payment; and

WHEREAS, the applicant has submitted a request to pay a fee-in-lieu for the construction of a leisure trail at 6401 Kitzmiller Road and staff has determined that the request is complete according to codified ordinance section 1187.18(c); and

WHEREAS, staff has determined that additional right-of-way is necessary as a consideration in this request for the city to complete the trail construction at some time in the future if deemed appropriate; and

WHEREAS, the land parcel currently extends to the centerline of Kitzmiller Road and has historically been served by a highway easement. The property owner requests to dedicate the highway easement area to the city as public right-of-way; and

WHEREAS, the city will be the recipient (grantee) of the right of way dedication of 0.124 acres; and

WHEREAS, the city engineer has reviewed the right of way dedication and has commented this dedication is appropriate; and

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

WHEREAS, this ordinance constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the city and for the further reason that

the property owner has already addressed council on this matter and council has been apprised of and discussed this request.

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 hereby agrees that the developer/owner has proven that the construction of the leisure trail is not appropriate due to one of the following conditions outlined in section 1187.18 of the codified ordinances:

- a. Leisure trail construction is impracticable due to topographical conditions or site constraints;
- b. Leisure trail does not exist in the area, there is not a likelihood for sidewalks and/or trails to be constructed in the near future, and that a fee in-lieu would better serve the community than a sidewalk or trail installed at the required location.

Section 2. Council hereby adopts a motion establishing a priority for a payment in lieu of fees instead of accepting parkland dedication for the subject property.

Section 3. Council hereby approves a recommendation from the city engineer regarding the calculation of the fee and, in accordance with codified ordinance section 1187.18(e), requires that permits for construction or improvements will not be issued by the municipality for the subject development until the fee payment is received.

Section 4. The city manager is hereby authorized to accept a right-of-way dedication of 0.124 as depicted on Exhibit A.

Section 5. For the reasons stated herein, council hereby declares an emergency and waives the second reading and otherwise applicable 30-day referendum period.

Section 6. 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 7. Pursuant to Article 6.07(a) of the New Albany Charter, this ordinance shall become effective immediately 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

Legislation dates:

Prepared: 09/27/2024

Introduced: 10/15/2024

Revised:

Adopted:

Effective:

VANCE SURVEYING

**15071 HYATT ROAD
MOUNT VERNON, OHIO 43050**

**PH. (740)397-6296
FAX (740) 397-6032**

0.124 ACRES

Being situated in the northwest quarter of Section eleven (11), Township one (1) North, Range sixteen (16) West, United States Military Lands, City of New Albany, Franklin County, State of Ohio. Being part of that land deeded to Gregory E. Mantor & Joyce L. Browning (I.N. 202208170118810) and being Parcel No. 220-000380-00 in the Franklin County Recorder's Office and being more particularly described as follows;

Beginning for reference at Franklin County Monument 2258 in the centerline intersection of Center College Road and Kitzmiller Road; thence South 13 degrees 30 minutes 01 seconds West along the centerline of Kitzmiller Road a distance of 972.10 to a mag nail set and being the true place of beginning;

Thence from the true place of beginning South 13 degrees 30 minutes 01 seconds West along the centerline of Kitzmiller Road a distance of 180.00 feet to a mag nail set, referenced by Franklin County Monument 5579 South 13 degrees 30 minutes 01 seconds West a distance of 1221.92 feet;

Thence North 89 degrees 03 minutes 25 seconds West a distance of 30.74 feet to a 5/8 inch iron pipe set;

Thence North 13 degrees 30 minutes 01 seconds East a distance of 180.00 feet to a 5/8 inch iron pin set;

Thence South 89 degrees 03 minutes 25 seconds East along the southerly boundary of William H. Seward II (I.N. 201308020019052) a distance of 30.74 feet to the place of beginning - containing 0.124 acres, more or less.

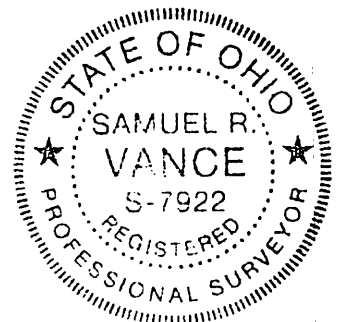
Subject to all legal right-of-way of previous records.

The above description was prepared by me, Samuel R. Vance, Registered Surveyor No. 7922 from actual field measurements, in accordance with Chapter 4733-37, Ohio Administrative Code in September, 2024. Bearings basis: Ohio State Plane Coordinates, South Zone and North American datum of 1983 (1986 adjustment) North 13 degrees 30 minutes 01 seconds East from FCGS 2258 to FCGS 5579. All pins set are 5/8 inch by 30 inch rebar with plastic caps stamped "Vance 7922"



Samuel R. Vance
Registered Surveyor No. 7922

September 25, 2024



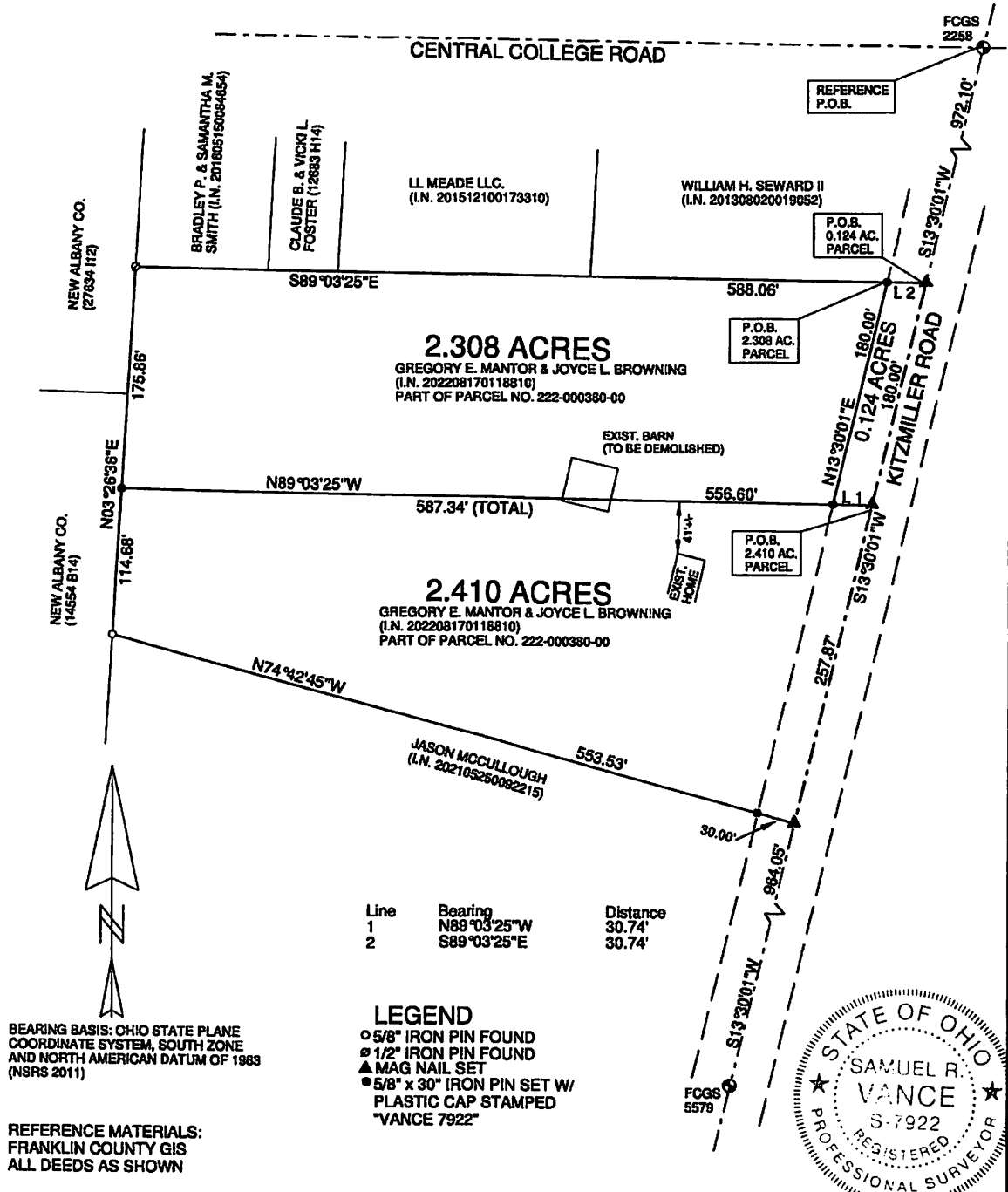
VANCE SURVEYING LTD.

15071 HYATT ROAD
MOUNT VERNON, OHIO 43050

PH. (740) 397-8296
vancesurveying@gmail.com

SURVEY FOR
GREGORY MANTOR
RANGE 16W, TOWNSHIP 1N, N.W. QUARTER OF SECTION 11, USML,
CITY OF NEW ALBANY, FRANKLIN COUNTY, STATE OF OHIO

SCALE: 1" = 100'
0' 50' 100' 200'



DRAWN BY: SRV

SAMUEL R. VANCE
REGISTERED SURVEYOR NO. 7922

SEPTEMBER 25, 2024



ORDINANCE O-39-2024

AN ORDINANCE TO ACCEPT THE LIMITED WARRANTY DEED FOR THE PARCEL KNOWN AS 222-000066-00 (97 E. MAIN STREET) FROM THE NEW ALBANY COMPANY LLC

WHEREAS, the City of New Albany has been in discussions with the New Albany United Methodist Church (NAUMC) and Northwest Eye Surgeons (NWES) about right-of-way needs to support the Market Street Extension project; and

WHEREAS, the joint-use driveway for NWES and NAUMC requires relocation to accommodate the right-of-way needs for the reconstruction of Third Street and US-62 as part of the Market Street Extension project; and

WHEREAS, as a result of the discussions between the City of New Albany and The New Albany Company LLC, The New Albany Company LLC has agreed to donate a parcel of property to the City of New Albany subject to restrictions agreed upon and contained in the Limited Warranty Deed to facilitate the relocation of the NAUMC and NWES joint-use drive; and

WHEREAS, the limited warranty deeds have since been provided to the City of New Albany by The New Albany Company LLC; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which this land will be donated.

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

Section 1. Council hereby accepts the land, described in the limited warranty deed attached hereto as Exhibit A and shown on the map attached hereto as Exhibit B.

Section 2. The limited warranty deed is attached to this ordinance and made part hereof as is fully reproduced herein.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 4. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, this ordinance be in effect on and after the earliest period allowed by law.

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: | 10/04/2024 |
| Introduced: | 10/15/2024 |
| Revised: | |
| Adopted: | |
| Effective: | |

Exhibit A - O-39-2024

LIMITED WARRANTY DEED

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company (“**Grantor**”), for valuable consideration paid, grants, with limited warranty covenants, to **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation (“**Grantee**”), whose tax mailing address is 99 West Main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

Property: That certain 0.104 +/- acre tract situated in the City of New Albany, Franklin County, Ohio and being more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”).

Tax Parcel No: A portion of Franklin County Auditor’s Tax Parcel Number 222-000066-00

Property Address: 97 E. Main Street, New Albany, Ohio 43054

Prior Instrument Reference: Instrument 200705310094771 in the Recorder’s Office, Franklin County, Ohio

The Property conveyed hereby is made subject to: (i) easements, conditions, restrictions and reservations of record, (ii) real property taxes and assessments which are a lien but not yet due and payable, (iii) applicable zoning and building laws, (iv) rights of the public in legal highways, and the following:

1. Without the prior written approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, Grantee shall not (i) place, erect or install any Improvements (as hereinafter defined) on the Property, (ii) install or remove any plants, trees or shrubs, or (iii) excavate, construct, reconstruct or materially alter any

Improvements on the Property. Prior to commencing any Improvements, Grantee shall submit to Grantor for approval a set of plans, drawings and specifications, including color renderings where appropriate, for the Improvements. Grantor shall provide written notice of approval or disapproval of such plans, drawings and/or specifications no later than ten (10) business days after receipt thereof. All Improvements shall be constructed in accordance with the approved plans. If Grantor disapproves of any Improvements, Grantor shall provide suggestions for the modification thereof at the same time it provides its notice of disapproval to Grantee. For purposes of this Limited Warranty Deed (this “**Deed**”), the term “Improvements” means any and all buildings and structures (whether permanent or temporary), parking areas, loading areas, fences, walls, hedges, plantings, ponds, lakes, streams, exterior temporary or permanent signs, bulk or exterior storage/sales area, material changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. “Improvements” does not include turf, shrub, or tree repair or replacement or any other minor repair or replacement which does not change exterior colors or exterior appearances.

Grantor shall have the right to prosecute any proceedings at law or in equity against any person violating or attempting to violate or defaulting upon any of the provisions contained in this Deed. Such proceedings shall include, without limitation, the right to restrain by injunction any violation or threatened violation of any of the terms or covenants of this Deed, or to obtain a decree to compel performance of any such term or condition, it being agreed that the remedy at law for a breach of any such term or covenant may not be adequate. In the event that Grantor notifies Grantee that any Improvements have been made or altered on the Property in a manner that violates any approval required hereunder and Grantee does not, within thirty (30) days after Grantee’s receipt of Grantor’s notice, cure such condition or provide a written plan to Grantor for curing such condition in a manner that is acceptable to Grantor in its reasonable discretion or dispute in writing Grantor’s notice of violation, then Grantor shall have a limited right of entry upon the Property for the purpose of curing such offending condition and shall be reimbursed for the costs thereof by Grantee within thirty (30) days after delivering an invoice for such costs to Grantee. The right to cure offending conditions as provided hereunder shall not include the right to remove or alter any buildings or structures or other Improvements the removal or alteration of which would materially and negatively affect the ownership and operation of the Property.

2. No portion of the Property may be used for any of the following uses (collectively “**Prohibited Uses**”):
 - a. Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction);
 - b. Any “head shop” or any establishment displaying or selling marijuana or drug paraphernalia;

- c. Any gambling facility or operation, including but not limited to, off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted on the Property;
- d. Any liquor store, carryout or other establishment with its principal purpose being the sale of alcoholic beverages for consumption off the Property;
- e. Any bar or tavern that derives more than thirty percent (30%) of its gross revenues from the sale of alcoholic beverages for consumption on the Property;
- f. Any "drive through" sales of beer, wine or other alcoholic beverages;
- g. Any automobile, truck, recreational vehicle or other vehicle or boat sales, leasing or display; provided, however, that an automobile repair shop or tire store shall be permissible;
- h. Any animal-raising facility, pet shop or boarding facility; provided, however, that a veterinary clinic, pet grooming facility or pet supply shop shall be permissible.
- i. Any mortuary, crematorium, funeral home or similar facility;
- j. Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
- k. Any use which is a public or private nuisance;
- l. Any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any buildings);
- m. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- n. Any use which causes any unreasonably objectionable or unpleasant odors to emanate from any portion of the Property to any adjoining property (normal cooking odors from restaurants not being prohibited);
- o. The placement or permitting of any cellular or mobile telephone or communication towers, aerials or antennae that are visible from the ground;
- p. The placement or permitting of any radio, television or unreasonably loud speaker or amplifier on the roof or outside the Property or where the same can be seen or heard from outside any building or improvement on the Property in a manner which unreasonably annoys any occupants of any property in the New Albany Business Park and their invitees; or

- q. The solicitation of any business through the use of hand-held signs or the distribution of any leaflets or other advertising material in the parking areas or other exterior areas of the Property.

The restrictions set forth in this Section 1 and 2 shall run with and encumber the Property and shall be binding upon Grantee and all individuals or entities now or hereafter having right, title or interest in or to the Property or any part thereof; provided, however, that, notwithstanding any other provision of this Deed, the restrictions in this Section 1 and 2 shall expire and be of no further force or effect on the fiftieth (50th) anniversary of the date on which this Deed is recorded.

[Signature page, acknowledgment, and exhibit follow]

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed by its duly authorized officer so as to be effective on the ____ day of _____, 2024.

GRANTOR:

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company

By: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Brent B. Bradbury, Treasurer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by
and after recording return to:
THE NEW ALBANY COMPANY LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054

Exhibit A

Please see attached.

LEGAL DESCRIPTION
0.104 ACRE
LOT SPLIT

Situated in the State of Ohio, County of Franklin, in the City of New Albany, and being in Lot 39, Quarter Township 4, Township 2, Range 16, United States Military Lands, and being a portion of a 0.271 acre tract, as conveyed to The New Albany Company LLC, as recorded in Instrument Number 200705310094771, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

COMMENCING at a found iron pin capped "EP Ferris", being the westerly corner of said 0.271 acre tract, also being the northerly corner of a 0.677 (Orig.) acre tract, as conveyed to NWES Realty Partners III LLC, as recorded in Instrument Number 201605100058023, also being on the southeasterly right-of-way line of Main Street (U.S. 62) also being the easterly corner of a 0.023 acre tract as conveyed to the City of New Albany, Ohio, as recorded in Instrument Number 201204180053605 and also being the southerly corner of a 0.5198 acre tract as conveyed to the City of New Albany, Ohio, as recorded in Instrument Number 201308010129621, said found iron pin being the **TRUE POINT OF BEGINNING**;

Thence along the southeasterly right-of-way line of said Main Street (U.S. 62) and said 0.5198 acre tract, along the northwesterly line of said 0.271 acre tract, North 43°04'57" East, 55.80 feet to an iron pin set;

Thence across said 0.271 acre tract South 47°19'45" East, 94.94 feet to an iron pin set, said pin being on the southeasterly line of said 0.271 acre tract and also being on the northwesterly line of said 0.677 acre tract;

Thence along the southeasterly line of said 0.271 acre tract and along the northwesterly line of said 0.677 acre tract, South 50°40'42" West, 43.75 feet to a found 3/4" iron pin, said iron pin being the southerly corner of said 0.271 acre tract and northerly corner of said 0.677 acre tract;

Thence along the southwesterly line of said 0.271 acre tract and along the northeasterly line of said 0.677 acre tract, North 55°17'17" West, 90.11 feet to a found iron pin capped "EP Ferris", said iron pin being the **TRUE POINT OF BEGINNING**, containing 0.104 acres (4544 S.F.), more or less.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

Iron pins set are 5/8" rebar, 30" in length with a yellow plastic cap with "EP FERRIS SURVEYOR 8342" inscribed on top.

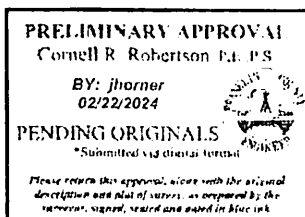
The bearings for this survey are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011), being the center line of Main Street (U.S. 62), bearing North 43°04'57" East. The bearings originated from field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station network.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on February 21, 2024 and is based on field surveys conducted by E.P. Ferris and Associates, Inc. between March 2021 through Septe 2022 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.



Matthew Lee Sloat, PS 8342

Date



E. P. FERRIS
ASSOCIATES

Surveying and Engineering Associates

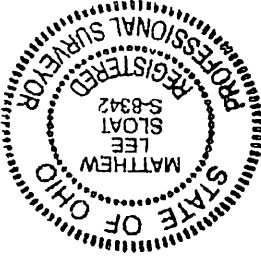
CONTACT:
2130 QUARRY TRAIL DR., 2ND FLOOR
COLUMBUS, OHIO 43220
(614) 350-2593
www.epferris.com

The bearings for this survey are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011), being the center line of Main Street (U.S. 62), bearing North 43°04'57" East. The bearings originated from field traverses which were referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network.

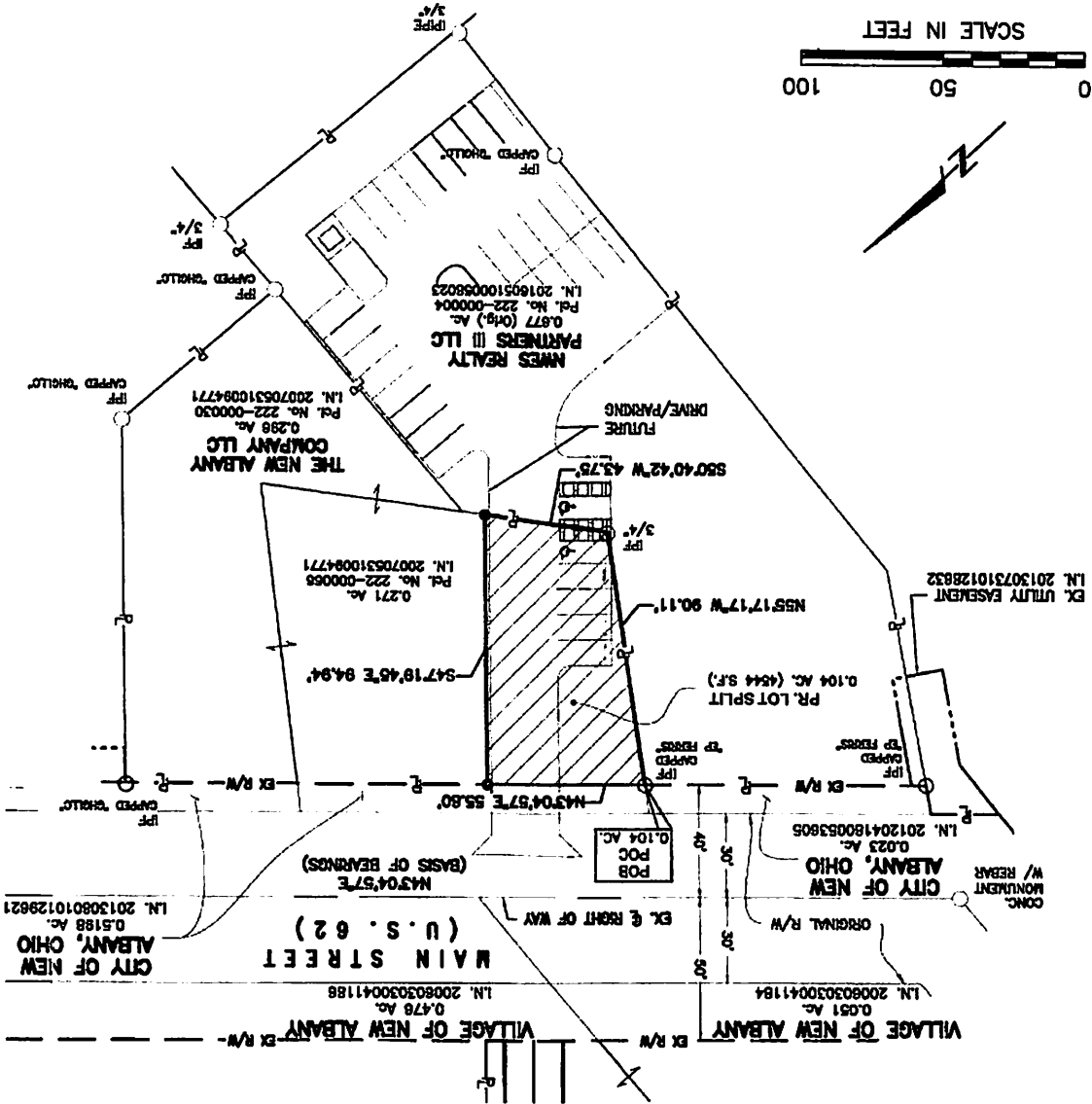
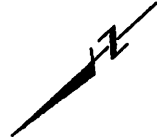
DATE: 02/21/2024
JOB NO. 405.169
DRAWN BY: WCS
CHECKED BY: MLS
APPROVED BY: MLS

All Set from Pins, unless shown otherwise, are 5/8" Rebar, plastic capped with "E.P. FERRIS SURVEYOR 8342" inscribed on top. All lot dimensions and bearings are according to the recorded deed or plot unless otherwise noted. Field Surveys were conducted from 03/2021 through 09/2022. We hereby certify that the foregoing Boundary Survey was prepared from actual field measurements in accordance with Chapter 4733-37 Ohio Administrative Code.

Registered Surveyor No. 8342
Matthew Lee Sloat, P.E., P.S.



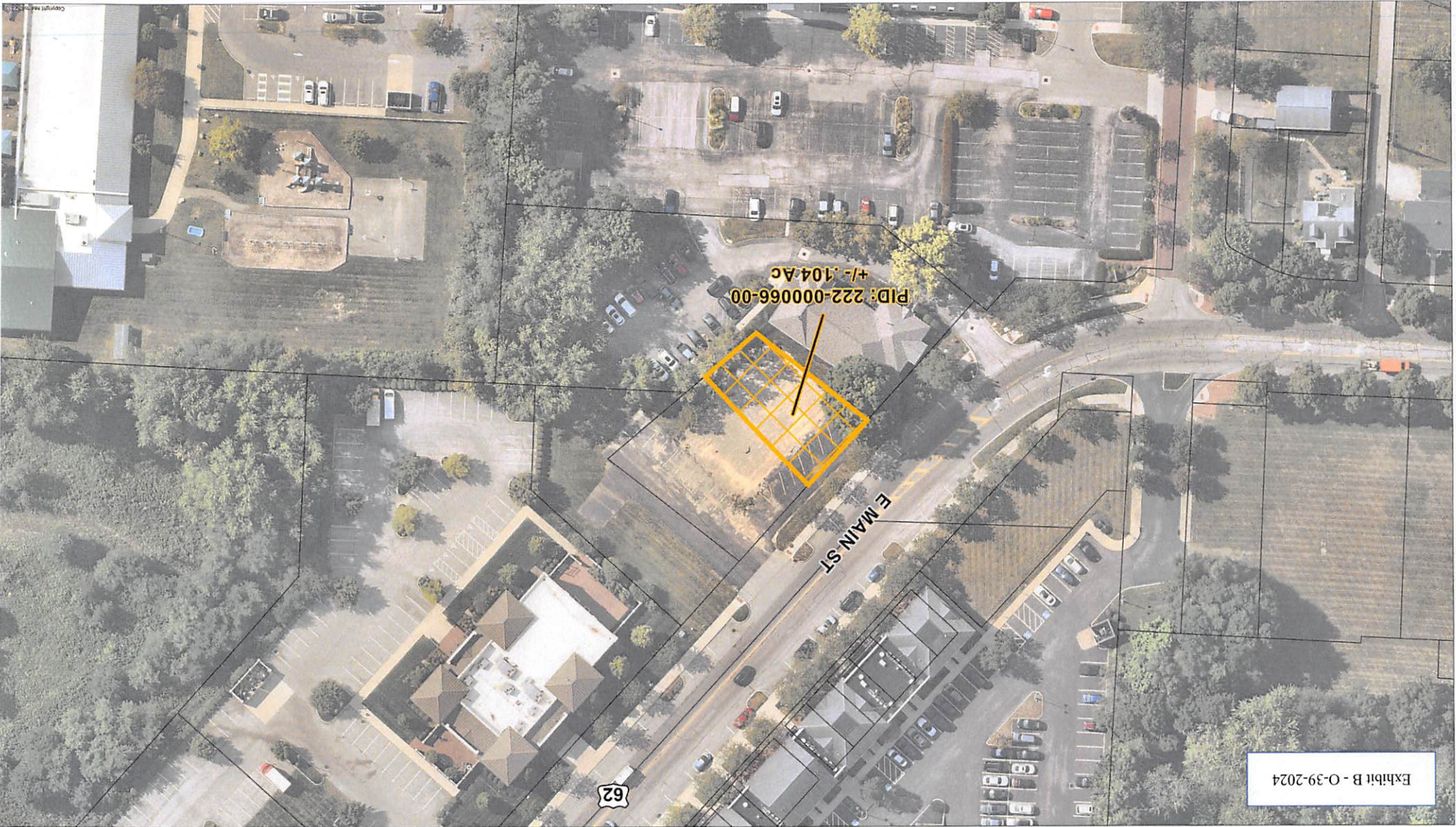
SCALE IN FEET
0 50 100



- LEGEND
- PL Property Line
 - EX SH Existing Highway Easement
 - EX R/W Existing Right-of-Way
 - R/W Proposed Right-of-Way
 - POB Point of Beginning
 - POC Point of Commencement
 - Iron Pin Found (IPF)
 - Mag Nail Found
 - Iron Pin Set
 - Mag Nail Set
 - Proposed Monument Box
 - Lot Split Area

0.104 ACRE LOT SPLIT

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF NEW ALBANY, AND BEING IN LOT 89, QUARTER TOWNSHIP 4, TOWNSHIP 16, UNITED STATES MILITARY LANDS





ORDINANCE O-40-2024

AN ORDINANCE TO ACCEPT THE LIMITED WARRANTY DEED FOR THE PARCEL KNOWN AS 222-004343-00, 222-000070-00, and 222-000092-00 (21 E. GRANVILLE STREET) FROM THE NEW ALBANY COMPANY LLC

WHEREAS, the City of New Albany and The New Albany Company LLC have engaged in discussions regarding the extensions of Rose Run Park; and

WHEREAS, as a result of the discussions between the City of New Albany and The New Albany Company LLC, The New Albany Company LLC has agreed to donate parcels of property to the City of New Albany subject to restrictions agreed upon and contained in the Limited Warranty Deed; and

WHEREAS, the limited warranty deeds have since been provided to the City of New Albany by The New Albany Company LLC; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which this land will be donated.

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

Section 1. Council hereby accepts the land, described in the limited warranty deed attached hereto as Exhibit A and shown on the map attached hereto as Exhibit B.

Section 2. The limited warranty deed is attached to this ordinance and made part hereof as if fully reproduced herein.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 4. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, this ordinance be in effect on and after the earliest period allowed by law.

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: 10/04/2024

Introduced: 10/15/2024

Revised:

Adopted:

Effective:

Exhibit A - O-40-2024

LIMITED WARRANTY DEED

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, having taken title as The New Albany Company LLC, an Ohio limited liability company (“**Grantor**”), for valuable consideration paid, grants, with limited warranty covenants, to **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation (“**Grantee**”), whose tax mailing address is 99 West Main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

Property: Those certain tracts of real property comprised of 0.825 +/- acres and 0.384 +/- acres situated in the City of New Albany, Franklin County, Ohio and being more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”).

Tax Parcel Nos: Franklin County Auditor’s Tax Parcel Numbers 222-004343-00, 222-000070-00 and 222-000092-00.

Property Addresses: 21 E. Granville Street, New Albany, Ohio 43054, 0 Johnstown Road, New Albany, Ohio 43054 and 49 W. Granville Road, New Albany, Ohio 43054.

Prior Instrument References: Instrument Numbers 202003050033173 and 200801240011670 in the Recorder’s Office, Franklin County, Ohio.

The Property conveyed hereby is made subject to: (i) easements, conditions, restrictions and reservations of record, (ii) real property taxes and assessments which are a lien but not yet due and payable, (iii) applicable zoning and building laws, (iv) rights of the public in legal highways, and the following:

1. Without the prior written approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, Grantee shall not (i) place, erect or install any Improvements (as hereinafter defined) on the Property, (ii) install or remove any plants, trees or shrubs, or (iii) excavate, construct, reconstruct or materially alter any Improvements on the Property. Prior to commencing any Improvements, Grantee shall submit to Grantor for approval a set of plans, drawings and specifications, including color renderings where appropriate, for the Improvements. Grantor shall provide written notice of approval or disapproval of such plans, drawings and/or specifications no later than ten (10) business days after receipt thereof. All Improvements shall be constructed in accordance with the approved plans. If Grantor disapproves of any Improvements, Grantor shall provide suggestions for the modification thereof at the same time it provides its notice of disapproval to Grantee. For purposes of this Limited Warranty Deed (this "**Deed**"), the term "Improvements" means any and all buildings and structures (whether permanent or temporary), parking areas, loading areas, fences, walls, hedges, plantings, ponds, lakes, streams, exterior temporary or permanent signs, bulk or exterior storage/sales area, material changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvements" does not include turf, shrub, or tree repair or replacement or any other minor repair or replacement which does not change exterior colors or exterior appearances.

Grantor shall have the right to prosecute any proceedings at law or in equity against any person violating or attempting to violate or defaulting upon any of the provisions contained in this Deed. Such proceedings shall include, without limitation, the right to restrain by injunction any violation or threatened violation of any of the terms or covenants of this Deed, or to obtain a decree to compel performance of any such term or condition, it being agreed that the remedy at law for a breach of any such term or covenant may not be adequate. In the event that Grantor notifies Grantee that any Improvements have been made or altered on the Property in a manner that violates any approval required hereunder and Grantee does not, within thirty (30) days after Grantee's receipt of Grantor's notice, cure such condition or provide a written plan to Grantor for curing such condition in a manner that is acceptable to Grantor in its reasonable discretion or dispute in writing Grantor's notice of violation, then Grantor shall have a limited right of entry upon the Property for the purpose of curing such offending condition and shall be reimbursed for the costs thereof by Grantee within thirty (30) days after delivering an invoice for such costs to Grantee. The right to cure offending conditions as provided hereunder shall not include the right to remove or alter any buildings or structures or other Improvements the removal or alteration of which would materially and negatively affect the ownership and operation of the Property.

2. No portion of the Property may be used for any of the following uses (collectively "**Prohibited Uses**"):
 - a. Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers

during periods of construction);

- b. Any "head shop" or any establishment displaying or selling marijuana or drug paraphernalia;
- c. Any gambling facility or operation, including but not limited to, off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted on the Property;
- d. Any liquor store, carryout or other establishment with its principal purpose being the sale of alcoholic beverages for consumption off the Property;
- e. Any bar or tavern that derives more than thirty percent (30%) of its gross revenues from the sale of alcoholic beverages for consumption on the Property;
- f. Any "drive through" sales of beer, wine or other alcoholic beverages;
- g. Any automobile, truck, recreational vehicle or other vehicle or boat sales, leasing or display; provided, however, that an automobile repair shop or tire store shall be permissible;
- h. Any animal-raising facility, pet shop or boarding facility; provided, however, that a veterinary clinic, pet grooming facility or pet supply shop shall be permissible.
- i. Any mortuary, crematorium, funeral home or similar facility;
- j. Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
- k. Any use which is a public or private nuisance;
- l. Any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any buildings);
- m. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- n. Any use which causes any unreasonably objectionable or unpleasant odors to emanate from any portion of the Property to any adjoining property (normal cooking odors from restaurants not being prohibited);
- o. The placement or permitting of any cellular or mobile telephone or communication towers, aerials or antennae that are visible from the ground;
- p. The placement or permitting of any radio, television or unreasonably loud speaker

or amplifier on the roof or outside the Property or where the same can be seen or heard from outside any building or improvement on the Property in a manner which unreasonably annoys any occupants of any property in the New Albany Business Park and their invitees; or

- q. The solicitation of any business through the use of hand-held signs or the distribution of any leaflets or other advertising material in the parking areas or other exterior areas of the Property.

The restrictions set forth in this Section 1 and 2 shall run with and encumber the Property and shall be binding upon Grantee and all individuals or entities now or hereafter having right, title or interest in or to the Property or any part thereof; provided, however, that, notwithstanding any other provision of this Deed, the restrictions in this Section 1 and 2 shall expire and be of no further force or effect on the fiftieth (50th) anniversary of the date on which this Deed is recorded.

[Signature page, acknowledgment, and exhibit follow]

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed by its duly authorized officer so as to be effective on the ____ day of _____, 2024.

GRANTOR:

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company

By: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Brent B. Bradbury, Treasurer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by
and after recording return to:
THE NEW ALBANY COMPANY LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054

Exhibit A

Please see attached.

EXHIBIT "A"
LEGAL DESCRIPTION

Situate in the State of Ohio, County of Franklin, City of New Albany, being located in Lot 39 of the Fourth Quarter of Township 2, Range 16, United States Military Lands and being all of that tract of land conveyed to Noel L. and Betty L. Miller, by deed of record in Deed Book 3491, Page 946 and part of that tract of land conveyed to Noel L. and Betty L. Miller, by deed of record in Deed Book 3491, Page 947, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at an iron pin set at the northwesterly corner of said Noel L. and Betty L. Miller tract (Deed Book 3491, Page 946), the southwesterly corner of that tract of land (tract one) conveyed to Noel L. and Betty L. Miller, by deed of record in Deed Book 3491, Page 943, said iron pin also being located South 59 deg. 19' 15" West, 105.87 feet from the intersection of the southeasterly right of way line of Johnstown Road (U.S. Route 62), with the southwesterly right of way line of Dublin-Granville Road (State Route 161);

Thence along the southwesterly line of said Noel L. and Betty L. Miller tract (Deed Book 3491, Page 943) and said line produced, South 54 deg. 40' 45" East, 183.50 feet to a tack set in a wood foot bridge, said tack also being in the westerly line of that tract of land conveyed to A.B. and M.K. Carr, by deed of record in Deed Book 3137, Page 438;

Thence along said westerly line of the A.B. and M.K. Carr tract, South 22 deg. 30' 00" west, 84.81 feet to an iron pin found at the southwesterly corner of said tract and being in the northerly line of a cemetery;

Thence along the northerly line of said cemetery and the northerly line of the 0.820 acre tract conveyed to Flora Thomas, Trustee, by deed of record in Deed Book 3558, Page 258, North 53 deg. 10' 06" West, 236.44 feet to an iron pin found at the northwesterly corner of said 0.820 acre tract and being the southeasterly right of way line of Johnstown Road;

Thence along said right of way line, North 59 deg. 19' 15" East, 83.70 feet to the place of beginning, containing 0.384 acre, more or less.

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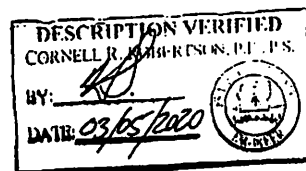


Exhibit "A"

BOUNDARY DESCRIPTION OF 0.825 ACRE South side of Dublin-Granville Road West side of Reynoldsburg-New Albany Road

City

Situated in the State of Ohio, County of Franklin, Village of New Albany, lying in Lots 38 and 39, Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of the remainder of that 1.233 acre tract conveyed to The New Albany Company LLC of record in Official Record 18748106, successor to The New Albany Company Limited Partnership and successor to The New Albany Company of record in 21256E01, and Affidavit in Aid of Title of record in Instrument Number 199811120289607, part of said remainder lying in of Lot 1 as shown on G. D. Ulry's Addition of record in Plat Book 5, Page 402, and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument 9917B marking the centerline intersection of Dublin-Granville Road with Reynoldsburg-New Albany Road, being with the centerline of Reynoldsburg-New Albany Road, North 04° 25' 41" East, 162.79 feet from Franklin County Geodetic Survey Monument 9917A, and in the north line of that 0.199 acre tract conveyed to the Village of New Albany of record in Instrument Number 200203040056626;

thence North 53° 30' 30" West, a distance of 266.32 feet, with the centerline of Dublin-Granville Road and said north line, to the northwest corner of said 0.199 acre tract and the northeast corner of that 0.645 acre tract conveyed to B. B. C., Co. of record in Official Record 31278D17;

thence South 03° 04' 18" West, a distance of 35.94 feet, with the line common to said 0.199 and 0.645 acre tracts, to an iron pin set at the southwest corner of said 0.199 acre tract, the True Point of Beginning;

thence South 53° 30' 30" East, a distance of 218.12 feet, with the south right-of-way for Dublin-Granville Road and with the south line of said 0.199 acre tract, to an iron pin set at the intersection of the south right-of-way of Dublin-Granville Road with the west right-of-way line of Reynoldsburg-New Albany Road;

thence South 04° 25' 41" West, a distance of 77.86 feet, with said west right-of-way line and a west line of said 0.199 acre tract, to an iron pin set at a point of curvature, a southwest corner of said 0.199 acre tract, and a northwest corner of that 0.147 acre tract conveyed to Franklin County Commissioners of record in Official Record 4202H07;

thence with the arc of said curve to the right, having a central angle of 05° 51' 55", a radius of 1415.82 feet, an arc length of 144.94 feet, a chord bearing and distance of South 07° 21' 38" West; 144.87 feet; with said west right-of-way line and a west line of said 0.147 acre tract, an arc length of 73.54 feet to the line common to said Lots 38 and 39 and the north line of said Lot 1, partly across said Lot 1, to an iron pin set;

thence South 24° 15' 44" West, a distance of 20.71 feet, continuing with said west right-of-way line and a west line of said 0.147 acre tract, across said Lot 1, to an iron pin set at a southwest corner of said 0.147 acre tract and a corner in the north line of that 4.272 acre tract conveyed to The Village of New Albany, Ohio of record in Instrument Number 200411240270346;

thence North 56° 42' 35" West, a distance of 50.00 feet, across said Lot 1 with the north line of said 4.272 acre tract, to an iron pin set;

thence North 20° 33' 15" West, a distance of 76.01 feet, across said Lot 1 with the north line of said 4.272 acre tract, to an iron pin set at the northwest corner of said Lot 1, the northeast terminus of vacated Locust Alley (Ordinance O-41-2004), and in the line common to said Lots 38 and 39;

thence North 84° 01' 48" West, a distance of 16.04 feet, with the north line of said 4.272 acre tract, the north terminus of said vacated Locust Alley, and said common line, to an iron pin set at the northwest terminus of said vacated Locust Alley and the northeast corner of Lot 42 of said G. D. Ulry's Addition;

Exhibit "A"

BOUNDARY DESCRIPTION OF 0.825 ACRES

-2-

thence North 08° 20' 17" West, a distance of 85.00 feet, with the north line of said 4.272 acre tract, to an iron pin set;

thence North 40° 44' 22" West, a distance of 80.00 feet, with the north line of said 4.272 acre tract, to an iron pin set in the east line of said 0.645 acre tract;

thence North 03° 04' 18" East, a distance of 125.09 feet, with said east line, to the *True Point of Beginning*, containing 0.825 acre, more or less, out of Auditor's Parcel Number 222-000169.

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

Bearings are based on the Ohio State Plane Coordinate System, South Zone per NAD 83 (1986 adjustment). Control for the bearings was from the coordinates of monuments FRANK 80 and FRANK 180 established by the Franklin County Engineering Department. A bearing of North 58° 13' 15" East was determined for a portion of the centerline of U.S. Route 62.

All references are to the records of the Recorder's Office, Franklin County, Ohio.

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.

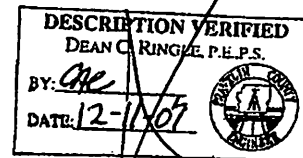


EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller
Professional Surveyor No. 8250

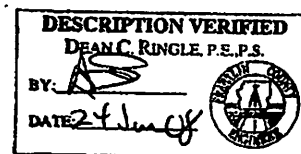
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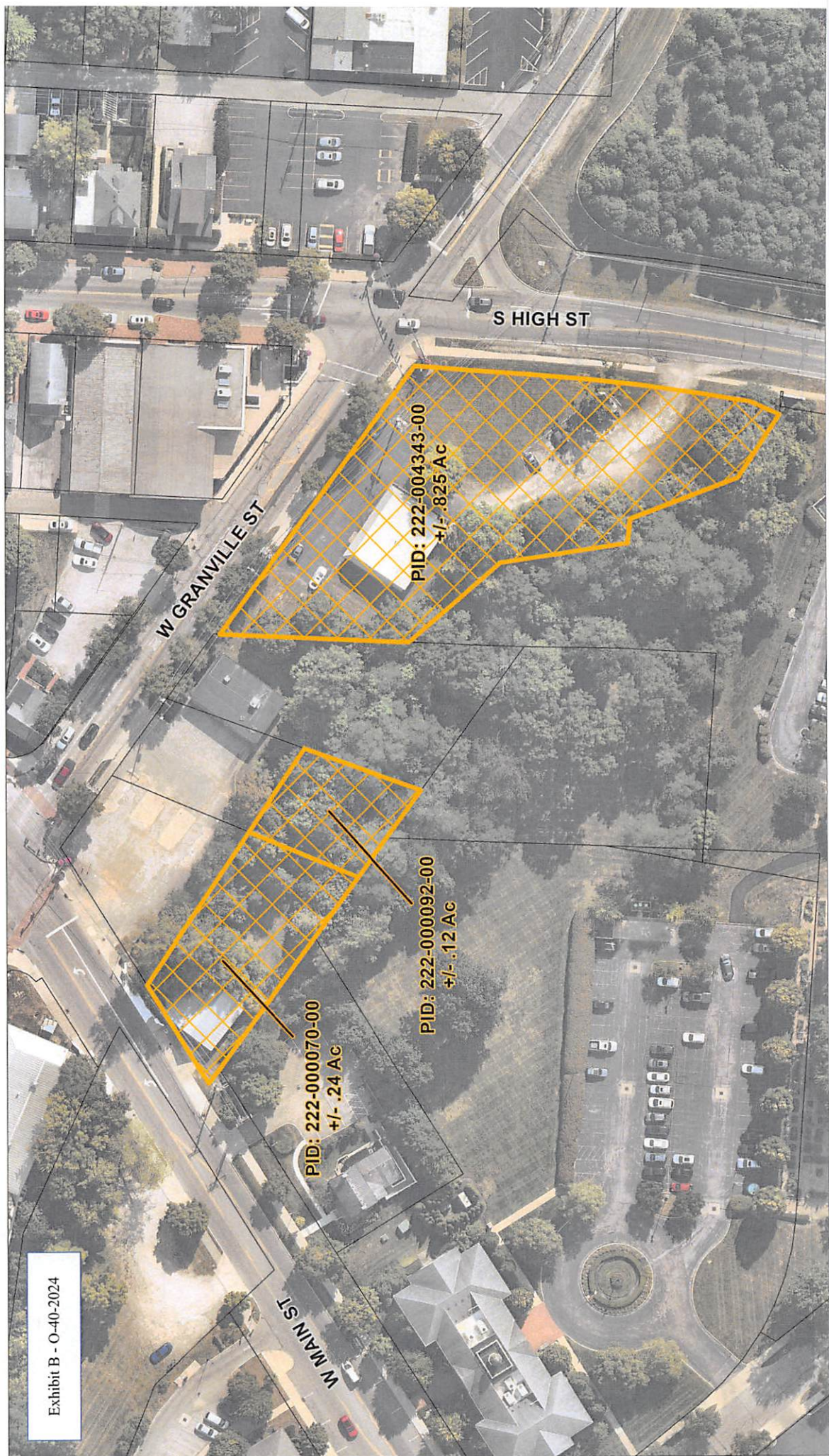
0-076-A
ON SPLIT 0.825 AC.
OUT OF (222)
169



VILLAGE OF NEW ALBANY
NO PLAT REQUIRED
APPROVED
[Signature] 1-16-08
Signature Date

1-16-08
ZONING
APPROVED
[Signature]





S HIGH ST

W GRANVILLE ST

W MAIN ST

PID: 222-004343-00
+/- .825 AC

PID: 222-000070-00
+/- .24 AC

PID: 222-000092-00
+/- .12 AC



ORDINANCE O-41-2024

AN ORDINANCE TO ACCEPT THE LIMITED WARRANTY DEED FOR THE PARCEL KNOWN AS 222-000039-00, 222-000254-00, and 222-000021-00 (49 E. DUBLIN GRANVILLE ROAD) FROM THE NEW ALBANY COMPANY LLC

WHEREAS, the City of New Albany and The New Albany Company LLC have engaged in discussions regarding the extension of Rose Run Park; and

WHEREAS, as a result of the discussions between the City of New Albany and The New Albany Company LLC, The New Albany Company LLC has agreed to donate parcels of property to the City of New Albany subject to restrictions agreed upon and contained in the Limited Warranty Deed; and

WHEREAS, the limited warranty deeds have since been provided to the City of New Albany by The New Albany Company LLC; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which this land will be donated.

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

Section 1. Council hereby accepts the land, described in the limited warranty deed attached hereto as Exhibit A and shown on the map attached hereto as Exhibit B.

Section 2. The limited warranty deed is attached to this ordinance and made part hereof as if fully reproduced herein.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 4. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, this ordinance be in effect on and after the earliest period allowed by law.

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: 10/04/2024

Introduced: 10/15/2024

Revised:

Adopted:

Effective:

Exhibit A - O-41-2024

LIMITED WARRANTY DEED

49 E. GRANVILLE ROAD LLC, an Ohio limited liability company (“**Grantor**”), for valuable consideration paid, grants, with limited warranty covenants, to **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation (“**Grantee**”), whose tax mailing address is 99 West Main Street, New Albany, Ohio 43054, the real property more particularly described as follows:

Property: That certain tract of real property comprised of 0.682 +/- acres situated in the City of New Albany, Franklin County, Ohio and being more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”).

Tax Parcel Nos: Franklin County Auditor’s Tax Parcel Numbers 222-000039-00, 222-000254-00 and 222-000021-00.

Property Addresses: 49 E. Dublin Granville Road, New Albany, Ohio 43054, 0 W. Granville Street, New Albany, Ohio 43054 and 37 Dublin Granville Road, New Albany, Ohio 43054.

Prior Instrument References: Instrument Numbers 201912270173753 and _____ in the Recorder’s Office, Franklin County, Ohio.

The Property conveyed hereby is made subject to: (i) easements, conditions, restrictions and reservations of record, (ii) real property taxes and assessments which are a lien but not yet due and payable, (iii) applicable zoning and building laws, (iv) rights of the public in legal highways, and the following:

1. Without the prior written approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, Grantee shall not (i) place, erect or install any Improvements (as hereinafter defined) on the Property, (ii) install or remove any plants, trees or shrubs, or (iii) excavate, construct, reconstruct or materially alter any Improvements on the Property. Prior to commencing any Improvements, Grantee shall submit to Grantor for approval a set of plans, drawings and specifications, including color renderings where appropriate, for the Improvements. Grantor shall provide written notice of approval or disapproval of such plans, drawings and/or specifications no later than ten (10) business days after receipt thereof. All Improvements shall be constructed in accordance with the approved plans. If Grantor disapproves of any Improvements, Grantor shall provide suggestions for the modification thereof at the same time it provides its notice of disapproval to Grantee. For purposes of this Limited Warranty Deed (this "**Deed**"), the term "Improvements" means any and all buildings and structures (whether permanent or temporary), parking areas, loading areas, fences, walls, hedges, plantings, ponds, lakes, streams, exterior temporary or permanent signs, bulk or exterior storage/sales area, material changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvements" does not include turf, shrub, or tree repair or replacement or any other minor repair or replacement which does not change exterior colors or exterior appearances.

Grantor shall have the right to prosecute any proceedings at law or in equity against any person violating or attempting to violate or defaulting upon any of the provisions contained in this Deed. Such proceedings shall include, without limitation, the right to restrain by injunction any violation or threatened violation of any of the terms or covenants of this Deed, or to obtain a decree to compel performance of any such term or condition, it being agreed that the remedy at law for a breach of any such term or covenant may not be adequate. In the event that Grantor notifies Grantee that any Improvements have been made or altered on the Property in a manner that violates any approval required hereunder and Grantee does not, within thirty (30) days after Grantee's receipt of Grantor's notice, cure such condition or provide a written plan to Grantor for curing such condition in a manner that is acceptable to Grantor in its reasonable discretion or dispute in writing Grantor's notice of violation, then Grantor shall have a limited right of entry upon the Property for the purpose of curing such offending condition and shall be reimbursed for the costs thereof by Grantee within thirty (30) days after delivering an invoice for such costs to Grantee. The right to cure offending conditions as provided hereunder shall not include the right to remove or alter any buildings or structures or other Improvements the removal or alteration of which would materially and negatively affect the ownership and operation of the Property.

2. No portion of the Property may be used for any of the following uses (collectively "**Prohibited Uses**");
 - a. Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction);

- b. Any "head shop" or any establishment displaying or selling marijuana or drug paraphernalia;
- c. Any gambling facility or operation, including but not limited to, off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted on the Property;
- d. Any liquor store, carryout or other establishment with its principal purpose being the sale of alcoholic beverages for consumption off the Property;
- e. Any bar or tavern that derives more than thirty percent (30%) of its gross revenues from the sale of alcoholic beverages for consumption on the Property;
- f. Any "drive through" sales of beer, wine or other alcoholic beverages;
- g. Any automobile, truck, recreational vehicle or other vehicle or boat sales, leasing or display; provided, however, that an automobile repair shop or tire store shall be permissible;
- h. Any animal-raising facility, pet shop or boarding facility; provided, however, that a veterinary clinic, pet grooming facility or pet supply shop shall be permissible.
- i. Any mortuary, crematorium, funeral home or similar facility;
- j. Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;
- k. Any use which is a public or private nuisance;
- l. Any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any buildings);
- m. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- n. Any use which causes any unreasonably objectionable or unpleasant odors to emanate from any portion of the Property to any adjoining property (normal cooking odors from restaurants not being prohibited);
- o. The placement or permitting of any cellular or mobile telephone or communication towers, aerials or antennae that are visible from the ground;
- p. The placement or permitting of any radio, television or unreasonably loud speaker or amplifier on the roof or outside the Property or where the same can be seen or heard from outside any building or improvement on the Property in a manner which

unreasonably annoys any occupants of any property in the New Albany Business Park and their invitees; or

- q. The solicitation of any business through the use of hand-held signs or the distribution of any leaflets or other advertising material in the parking areas or other exterior areas of the Property.

The restrictions set forth in this Section 1 and 2 shall run with and encumber the Property and shall be binding upon Grantee and all individuals or entities now or hereafter having right, title or interest in or to the Property or any part thereof; provided, however, that, notwithstanding any other provision of this Deed, the restrictions in this Section 1 and 2 shall expire and be of no further force or effect on the fiftieth (50th) anniversary of the date on which this Deed is recorded.

[Signature page, acknowledgment, and exhibit follow]

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed by its duly authorized officer so as to be effective on the ____ day of _____, 2024.

GRANTOR:

49 E. GRANVILLE ROAD LLC,
an Ohio limited liability company

By: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Brent B. Bradbury, Vice President of 49 E. GRANVILLE ROAD LLC, an Ohio limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer with regard to the notarial act.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by
and after recording return to:
THE NEW ALBANY COMPANY LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054

Exhibit A

Please see attached.

0.682 ACRE

Situated in the State of Ohio, County of Franklin, City of New Albany, in Quarter Township 4, Township 2, Range 16, United States Military District, being all of that 0.645 acre tract of land conveyed to 49 E. Granville Road LLC by deed of record in Instrument Number 201912270173753, being successor in ownership to Official Record 1260E12 and Official Record 10839E03 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of West Granville Street (Dublin-Granville Road) and West Main Street (U.S. 62);

Thence South 58° 13' 15" West, with the centerline of said West Main Street, a distance of 21.58 feet to a point;

Thence South 53° 52' 12" East, crossing West Main Street, a distance of 32.38 feet to a magnetic nail set at the intersection of the southeasterly right-of-way of said West Main Street and the southwesterly right-of-way of West Granville Street (Dublin-Granville Road), being the northerly corner of said 0.645 acre tract and the TRUE POINT OF BEGINNING,

Thence South 53° 52' 12" East, with said southwesterly right-of-way line, the northeasterly line of said 0.645 acre tract, a distance of 166.38 feet to a 3/4 iron pin found (0.17 feet northeast, 0.19 feet northwest) in the westerly line of that 0.199 acre tract conveyed as Parcel 5WD to Village of New Albany by deed of record in Instrument Number 200203040056626, being an angle point in said southwesterly right-of-way line;

Thence South 02° 48' 32" West, partially with said southwesterly right-of-way line, with the westerly line of said 0.199 acre tract, that 0.825 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 200801240011670 and that 4.272 acre tract conveyed to Village of New Albany by deed of record in Instrument Number 200411240270346 (passing an iron pin set at 135.48 feet and 211.26 feet), a total distance of 212.59 feet to a cut-off steel corner post found at a northeasterly corner of that tract conveyed to Jacob Ulry, Daniel Horlocker and John McCurdy, Trustees by deed of record in Deed Book 56, Page 397 and Deed Book 56, Page 398 (also defined as "Plat of Old Cemetery" on Survey Plat Book 3, Page 70);

Thence North 53° 44' 55" West, with a northeasterly line of said Jacob Ulry, Daniel Horlocker and John McCurdy, Trustees tract (passing a 36 inch diameter Hickory found at 19.58 feet and a 5/8 inch rebar found at 22.51 feet (1.38 feet north)), a total distance of 119.58 feet to a 3/4 inch iron pipe found at a southerly corner of that 0.384 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 202003050033173;

Thence North 21° 00' 56" East, with the southeasterly line of said 0.384 acre tract, a distance of 84.70 feet to a PK nail found in a bridge deck over Rose Run;

Thence North 55° 30' 20" West, with a northeasterly line of said 0.384 acre tract (passing a 3/4 inch iron pin found at 64.32 feet) a total distance of 182.50 feet to an iron pin set in the southeasterly right-of-way line of said West Main Street;

Thence North 58° 13' 15" East, with said southeasterly right-of-way line, a distance of 108.82 feet to the TRUE POINT OF BEGINNING, containing 0.682 acre, more or less.

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 hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK

0.682 ACRES

-2-

78 and FRANK 178, as established by the Franklin County Engineering Department using Global Positioning System procedures and equipment, with a portion the centerline of West Main Street (U.S. Route 62) having a bearing of North 58° 13' 15" East.

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

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

Date

**HLK: jrm
0_682 ac 20240839-VS-BNDY-01.docx**

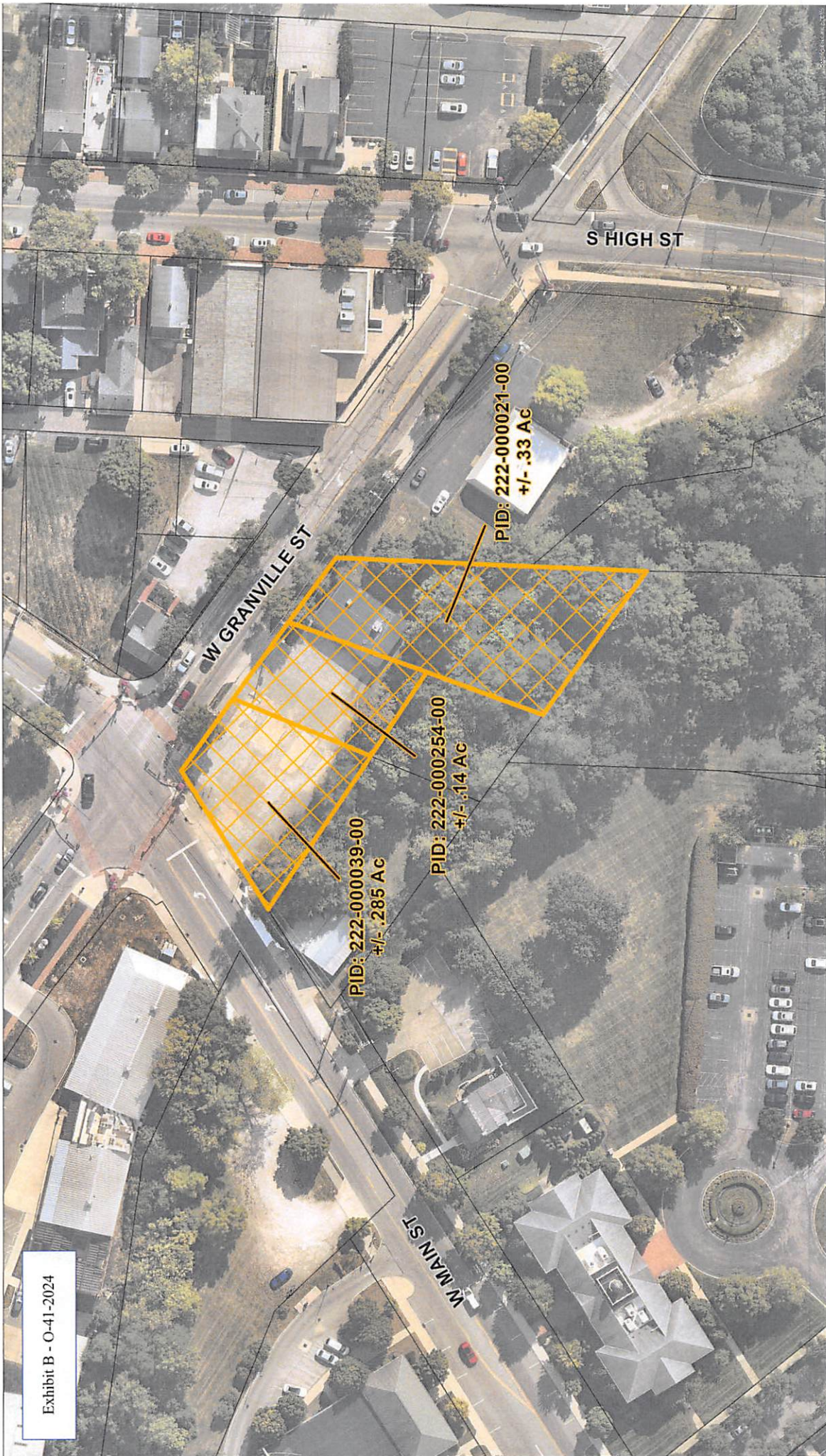


Exhibit B - O-41-2024



RESOLUTION R-47-2024

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT WITH COI NEW ALBANY 525, LLC

WHEREAS, COI New Albany 525, LLC, an Ohio limited liability company (the "Company") previously acquired land in the City of New Albany (the "Project Site") for development of facilities (the "Project"), and in support of the development of the Project the City and the Company entered into a Community Reinvestment Area Agreement dated November 23, 2021 (the "Original CRA Agreement") pursuant to City Resolution No. R-56-2021 adopted November 16, 2021; and

WHEREAS, Council previously created the current Oak Grove II Community Reinvestment Area by its Resolution No. R-17-09 adopted March 3, 2009, as supplemented by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-12 adopted October 12, 2012, No. R-26-13 adopted July 16, 2013, No. R-72-14 adopted September 9, 2014, No. R-49-2015 adopted November 17, 2015, No. R-45-16 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-46-2021 adopted September 21, 2021, No. R-09-2022 adopted February 1, 2022, No. R-18-2022 adopted May 3, 2022, 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; and

WHEREAS, the Company has requested that the Original CRA Agreement be amended and restated by the First Amended and Restated CRA Agreement referred to in Section 1 of this Resolution; and

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

WHEREAS, the City, having the appropriate legal authority, desires to provide certain property tax incentives to encourage the development the Project on the Project Site; and

WHEREAS, the Project Site is located in the Licking County Joint Vocational School District (C-TEC) and the Johnstown-Monroe Local School District, and the Boards of Education of both those School Districts have waived their rights to both receive notice under Section 5709.83 of the Revised Code and approve the Amended and Restated CRA Agreement.

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

Section 1. First Amended and Restated Community Reinvestment Area Agreement. The First Amended and Restated Community Reinvestment Area Agreement by and between the City and the Company, in the form presently on file with the Clerk of the Council, is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the name of this City, with the advice of the Director of Law, is hereby authorized to execute that First Amended and Restated Community Reinvestment Area Agreement and approve the character of any changes and any amendments thereto as consistent with this Resolution and not substantially adverse to the City, as evidenced conclusively by his execution of that Community Reinvestment Area Agreement.

Section 2. Further Authorizations. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution and the transactions referenced or contemplated in this Resolution and the First Amended and Restated Community Reinvestment Area Agreement and approved in this Resolution.

Section 3. Compliance with the Law. Council finds and determines that all formal actions of Council and any of its committees concerning and relating to the adoption of this resolution were taken in an open meeting of Council and any of its committees, and that all deliberations of this Council an any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 4. Effective Date. This resolution is declared to be in full force and effect from and after the earliest period allowed by law.

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: 10/04/2024

Introduced: 10/15/2024

Revised:

Adopted:

Effective:



RESOLUTION R-48-2024

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT WITH COI NEW ALBANY TECH PARK LAND, LLC

WHEREAS, COI New Albany Tech Park Land, LLC, an Ohio limited liability company (the "Company") previously acquired land in the City of New Albany (the "Project Site") for development of facilities for suppliers to chip manufacturers (the "Project"), and in support of the development of the Project the City and the Company entered into a Community Reinvestment Area Agreement dated December 30, 2022 (the "Original CRA Agreement") pursuant to City Resolution No. R-40-2022 adopted December 6, 2022, and an Amended and Restated Community Reinvestment Area Agreement dated June 13, 2023 (the "First Amended and Restated CRA Agreement") pursuant to City Resolution No. R-26-2023 adopted May 16, 2023; and

WHEREAS, the Company has acquired additional land (the "Additional Land") for the Project that is not subject to the Original CRA Agreement or the First Amended and Restated CRA Agreement, and the City and the Company desire to amend the Original CRA Agreement to incorporate this Additional Land; and

WHEREAS, Council previously created the current Oak Grove II Community Reinvestment Area by its Resolution No. R-17-09 adopted March 3, 2009, as supplemented by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-12 adopted October 12, 2012, No. R-26-13 adopted July 16, 2013, No. R-72-14 adopted September 9, 2014, No. R-49-2015 adopted November 17, 2015, No. R-45-16 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-46-2021 adopted September 21, 2021, No. R-09-2022 adopted February 1, 2022, No. R-18-2022 adopted May 3, 2022, 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; and

WHEREAS, the Company has submitted to the City an application for the Second Amended and Restated CRA Agreement referred to in Section 1 of this Resolution (the "Agreement Application"); and

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

WHEREAS, the City, having the appropriate legal authority, desires to provide certain property tax incentives to encourage the development of the Project on the Additional Land; and

WHEREAS, the Additional Land is located in the Licking County Joint Vocational School District (C-TEC) and the Johnstown-Monroe Local School District, and the Boards of Education of both those School Districts have waived their rights to both receive notice under Section 5709.83 of the Revised Code and approve the Amended and Restated CRA Agreement.

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

Section 1. Second Amended and Restated Community Reinvestment Area Agreement. The Second Amended and Restated Community Reinvestment Area Agreement by and between the City and the Company, in the form presently on file with the Clerk of the Council, is hereby approved and authorized with any changes therein and amendments thereto not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the name of this City, with the advice of the Director of Law, is hereby authorized to execute that Second Amended and Restated Community Reinvestment Area Agreement and approve the character of any changes and any amendments thereto as consistent with this Resolution and not substantially adverse to the City, as evidenced conclusively by his execution of that Community Reinvestment Area Agreement.

Section 2. Further Authorizations. Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution and the transactions referenced or contemplated in this Resolution and the Second Amended and Restated Community Reinvestment Area Agreement and approved in this Resolution.

Section 3. Compliance with the Law. Council finds and determines that all formal actions of Council and any of its committees concerning and relating to the adoption of this resolution were taken in an open meeting of Council and any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Ohio Revised Code.

Section 4. Effective Date. This resolution is declared to be in full force and effect from and after the earliest period allowed by law.

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: 10/04/2024

Introduced: 10/15/2024

Revised:

Adopted:

Effective: