PLANNING COMMISSION MEETING TUESDAY, SEPTEMBER 10, 2024 6:00 P.M. COUNCIL CHAMBERS 40 W MAIN ST, NEWARK, OH 43055

AGENDA

- 1. CALL TO ORDER
- 2. APPROVAL OF MINUTES FOR THE AUGUST 13, 2024 PLANNING COMMISSION MEETING

PUBLIC HEARING

3. ZONING CHANGE FOR 1845 W. MAIN ST., NEWARK, OHIO

Application Number: PC-24-30 Owner: 1845 W. Main Street, LLC

Applicant: Brandon Hess

Current Zoning: GB General Business Proposed Zoning: LI Limited Industrial

4. ZONING CHANGE FOR 2236 RIVER RD., NEWARK, OHIO

Application Number: PC-24-31

Owner: John R. Lindsey Applicant: Thomas L. O'Brien

Current Zoning: MFC Multi-Family Condo Proposed Zoning: MFR Multi-Family Residence

OLD BUSINESS

5. RECOMMENDATION FOR 203 N. GAY ST., NEWARK, OHIO

Application Number: PC-24-27

Owner: Association for Retarded Citizens of Licking County

Applicant: Regan Eveland

Current Zoning: Single-Family Residence Proposed Zoning: TFR Two-Family Residence

NEW BUSINESS

There is none this meeting.

MISCELLANEOUS – ADMINISTRATIVE APPROVALS

There are none this meeting.

THE NEXT SCHEDULED PLANNING COMMISSION MEETING WILL BE HELD ON TUESDAY, OCTOBER 8, 2024, 6:00 P.M. THE DEADLINE FOR AGENDA ITEM SUBMITTAL IS MONDAY, SEPTEMBER 16, 2024 4:30 P.M.

	00	ORDINANCE NO.	24-26
RV.	Lahr		

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 1845 WEST MAIN STREET, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-218160-00.000 FROM THAT OF GB — GENERAL BUSINESS ZONING DISTRICT TO LI — LIMITED INDUSTRIAL ZONING DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

WHEREAS, an application for zoning classification has been filed with Council; and

WHEREAS, pursuant to Article 4.12 of the Charter of the City of Newark, Ohio, this ordinance shall be referred to the Planning Commission immediately after its first reading; and

WHEREAS, the Planning Commission shall hold a public hearing upon such application and the Clerk of Council shall cause notice of such hearing to be publicized one time at least seven (7) days prior to the date of such public hearing; and

WHEREAS, upon the return of the ordinance to Council by the Planning Commission, council shall cause a second reading to be made of this ordinance and shall take such action as is appropriate pursuant to Article 4.12 of the Charter of the City of Newark, Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT:

Section 1: The zoning map as established by Ordinance 08-33 (A) is hereby revised by changing the zoning classification for the following described property from GB – GENERAL BUSINESS ZONING DISTRICT TO LI – LIMITED INDUSTRIAL ZONING DISTRICT, Zoning Code of the City of Newark.

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 2: Pursuant to Article 4.12(C) of the Charter of the City of Newark, Ohio, a vote of at least six (6) members shall be necessary to adopt or defeat the ordinance in the event the Planning Commission has recommended approval or has made no recommendation. An affirmative vote of at least seven (7) Council members shall be necessary to adopt a zoning ordinance that the Planning Commission has recommended against approval.

Section 3: The Newark Planning Commission is hereby authorized and directed to make the change described herein on the aforementioned zoning map.

Passed this	day of	, 20
		PRESIDENT OF COUNCIL
ATTEST:	of Council	
DATE FILED WI	TH MAYOR:	
DATE APPROV	ED BY MAYOR: _	
MAYOR	An	
FORM APPROV	'ED: Director of La	w
DESCRIPTION A		n Morehead, Engineer

Section 4: This ordinance shall become effective at the earliest time permitted by

Section 4.07 of the Charter of the City of Newark, Ohio.

Prepared by the Office of the Director of Law



Planning Commission c/o Engineering Dept. 40 West Main St, 2nd Floor Newark, Ohio 43055 (740) 670-7727 (740)349-5911 Fax

City of Newark Planning Commission Zoning District Change Application

	Zoning File #
	PC Application # VC 24- 30
	Date Received:
	Received by:
	Amount Due:\$300.00
	Paid By: (circle one)
(Check# 222 Cash
	Receipt # \(295
	A COURT OF THE PARTY OF THE PAR

CITY OF NEWARK, OHIO | PLANNING COMMISSION

Rev 8/13					
☑ District Change	☐ District Establishment (Newly Annexed)				
	Owner				
Property Owner: 1845 W Main Street, LLC	Telephone: 740-819-2673				
Address: 1471 Granville Road	E-mail: bhess@shai-hess.com				
City: Newark State: OH	Zip: 43055 Fax:				
I would prefer to have agendas mailed rather than e-mail	iled 🗆				
Applicat	nt/Representative				
Representative: Brandon Hess	Same as above □ Telephone: (740) 819-2673				
Address: 1471 Granville Road	E-mail: bhess@shai-hess.com				
City: Newark State: OH	Zip: 43055 Fax:				
I would prefer to have agendas mailed rather than e-mai	iled 🗆				
	perty Location				
Street Address: 1845 W. Main Street, Newark, OH 430					
Parcel Tax ID #: 054-218160-00.000	Number of Acres: 3,998				
Lot Number: (if applicable)	Property Platted? Yes ☐ No ☐				
	t Classification (Zoning Code 08-33, see www.newarkohio.net)				
Present Zoning District: ☐ AD Agricultural ☐ CD Conservation ☐ CSI Church School Institutional ☐ DC Downtown ☑ GB General Business ☐ GC General Commercial ☐ GI General Industrial ☐ GO General Office ☐ HB High Intensity Business ☐ LB Limited Intensity Business ☐ LC Limited Commercial ☐ LI Limited Industrial ☐ LO Limited Office ☐ MB Medium Intensity Business ☐ MFC Multi-Family Condo ☐ MFH Multi-Family High Rise ☐ MFR Multi-Family Residence ☐ Overlay Historic ☐ Planned Unit Development ☐ RMH Single-Family Residence Manufactured Home ☐ Single-Family Residence (Circle one) ☐ RS-Suburban RL-Low Density RM-Medium Density RH-High Decelor RZL Single-Family Residence Zero Lot Line ☐ SFC Single-Family Condo	Proposed Zoning District: AD Agricultural CD Conservation CSI Church School Institutional DC Downtown GB General Business GC General Commercial GI General Industrial GO General Office HB High Intensity Business LE Limited Intensity Business LI Limited Industrial LO Limited Commercial LI Limited Industrial DC Limited Office MB Medium Intensity Business MFC Multi-Family Condo MFH Multi-Family High Rise MFR Multi-Family Residence Overlay Historic Planned Unit Development RMH Single-Family Residence Manufactured Home Single-Family Residence (Circle one) RS-Suburban RL-Low Density RM-Medium Density RH-High Density RZL Single-Family Residence Zero Lot Line				

	Zoning File #	PC Application #
	Property Use	
Present Use:	Propos	ed Use:
Athletic training facility/Volleyball specific	Light in	dustrial/warehousing
,	Additional Comments	
		to potentially create more jobs.
Required Doc	umentation and Proc	cess Overview
Complete Application Form – must include the	e notarized signature of the	e property owner. If a notarized signature is
present, attach an Authorization Letter from th his/her behalf.	ne property owner, giving th	ne Representative permission to act on
Obtain a Tax Map and Auditor's Parcel Numb		
Note: Tax Maps can be provided by the Engineering Obtain a Legal Description of parcels to be re		
Note: Legal Description must be reviewed and sta	imped approved during the Er	ngineering Review.
Obtain a Parcel Drawing or Map showing the Note: Aerial maps can be provided by the Engineer		
Call the Newark City Engineering Department	t to schedule an Engineerin	ng Review
Newark City Engineering Department - 40 W. Mote: The Engineering/ Zoning Authorization Sign	lain Street (2nd Floor). (740)	670-7727
Submit Application and required documentation	on	to Application processing-see Office Ose below
Newark City Engineering Department - 40 W. M Note: A \$300 Application Fee must accompany th		payable to "City of Newark"
Attend the Planning Commission Meetings an	d Council Meetings	dayable to City of Newark .
Newark City Council Chambers, 40 W. Main Str Note: be prepared to answer Planning Commission		stions regarding your application
	vner Acknowledgeme	
hereby certify that the information provided		
KAREN R MATHIS Properties Owner Signature	Little	Date: 6/21/2024
MV 54		An oall
and subscribed before me this	day of June	,20 <u>24</u>
y Commission Expires: Current 5 2	24 Lau	m R m other
		Notary Public
Engineering/Zon Approved □	ing Authorization — Denied □	Approved with Conditions
	Defiled []	Approved with Conditions
ngineering Signature:		Date:
omments/Conditions:		
Planning Commission Re	ecommendation to Co	uncil – Office Use Only
Approved □	Denied □	Approved with Conditions □
lanning Director Signature:		Date:
onditions:		

Zon	ina	Fi	le	#
2011	11129		10	"

PC Application #

a de la companya de l	Property Use
Present Use: Athletic training facility/Volleyball specific	Proposed Use: Light industrial/warehousing
Athletic training facility/volleyball specific	Light massinaria and a single
Addit	tional Comments
Reason For Request: Property can be better utilized	d with a different use to potentially create more jobs.
O-win (O-way	utation and Process Octobrions
	ntation and Process Overview arized signature of the property owner. If a notarized signature is not
present, attach an Authorization Letter from the pro	perty owner, giving the Representative permission to act on
his/her behalf. Obtain a Tax Map and Auditor's Parcel Numbers of	f the parcels to be re-zoned
Note: Tax Maps can be provided by the Engineering Dep Obtain a Legal Description of parcels to be re-zone	d. (typically a survey description or valid deed description)
Note: Legal Description must be reviewed and stamped Obtain a Parcel Drawing or Map showing the location	approved during the Engineering Review. ion of all buildings on the parcels
Note: Aerial maps can be provided by the Engineering D	Department during the Engineering Review.
Newark City Engineering Department - 40 W. Main St	treet (2nd Floor). (740) 670-7727 must be obtained prior to Application processing-See Office Use below.
Number 1 Submit Application and required documentation	
Newark City Engineering Department - 40 W. Main St Note: A \$300 Application Fee must accompany this App	olication. Make check payable to "City of Newark".
Attend the Planning Commission Meetings and Council Chambers, 40 W. Main Street (1	st Floor).
	Council Members' questions regarding your application Acknowledgement
hereby certify that the information provided in this	
KAREN R MATHIS Promotive Owner Signature	
MY Subscribed before me this \$ 2 1 day of	TARREST TRANSPORT
State of the state	
My Commission Expires: Curant 5 2024	Notary Public
Engineering/Zoning	Authorization – Office Use Only
Approved 🖪	Denied ☐ Approved with Conditions ☐
Engineering Signature:	Date: 7/5/2029
Comments/Conditions: Description Appl	NOVED FOR ZCHING PURPOSES
Plannina Commission Recom	nmendation to Council – Office Use Only
Approved □	Denied ☐ Approved with Conditions ☐
Planning Director Signature:	Date:
Conditions:	
After Planning Commission Recommendation:	lic Hearing and Final Vote dates.
□ Contact the Clerk of Council regarding Council Publiclerk of Council's Office 40 W Main St (2nd Floor-Ma)	lic Hearing and Final Vote dates. yor's Office) (740) 670-7516.



Exhibit "A" Property Description

Situated in the State of Ohio, County of Licking, City of Newark, being part of the Third Quarter of Township 2, Range 12, United States Military Lands, and being a combination of the remaining portions of Parcel 1 (Auditor's Parcel No. 054-218160-00-000) and Parcel 2 (Auditor's Parcel No. 054-218166-00.000) conveyed to Kevin A. Rowe by Instrument Number 199904290017712 of the Licking County Recorder's Office, and being more particularly described as follows:

Beginning for Reference at the northeast corner of Lot 1 of Coffman Addition as recorded in Plat Book 4, Page 164, said point being on the northerly line of the property conveyed to Leon Zazworsky by Official Record 367, Page 593, and in the southerly line of the property conveyed to Lee Zazworsky by O.R. 399, Page 636, thence along the northerly line of said Leon Zazworsky property, and the southerly line of sail Lee Zazworsky property, and the southerly line of the property conveyed to 1855 W. Main St., LLC by Inst. No. 201512300028309, South 86 degrees 38 minutes 16 seconds East 293.64 feet to a 1/2" Rebar Found at the southwest corner of said Rowe Parcel 1, said point being the southeast corner of said 1855 W. Main St., LLC property, and being the True Point of Beginning of the parcel herein described;

Thence along the westerly line of said Rowe Parcel 1, and the easterly of said 1855 W. Main St., LLC property, North 03 degrees 22 minutes 34 seconds East, 357.97 feet to a 5/8" Rebar Found at the southwest corner of the property conveyed to the City of Newark by Deed Book 756, Page 939, said point being on the southerly right-of-way line of West Main Street, the northwest corner of the remainder of said Rowe Parcel 1, and the northeast corner of said 1855 W. Main St., LLC property;

Thence along the southerly right-of-way line of West Main Street, along the southerly line of said City of Newark property, and crossing the original Parcel 1 and Parcel 2 described in said Rowe deed, North 53 degrees 43 minutes 41 seconds East, 248.01 feet to a 5/8" Rebar Found at the southeast corner of said City of Newark property, said point being on the easterly line of said Rowe Parcel 2, and being at the northwest corner of the property conveyed to Medical Benefits Mutual Life Insurance Co. by Inst. No. 200705030011258;

Thence along the easterly line of said Rowe Parcel 2, and the westerly line of said Medical Benefits Mutual Life Insurance Co. property, South 04 degrees 57 minutes 18 seconds East, 109.2 feet to a 5/8" Rebar w/Cap "Blaine" Found at the southeast corner of said Rowe Parcel 2, said point being on the northerly line of said Rowe Parcel 1, and at the southwest corner of said Medical Benefits Mutual Life Insurance Co. property;

Thence along the northerly line of said Rowe Parcel 1, and the southerly line of said Medical

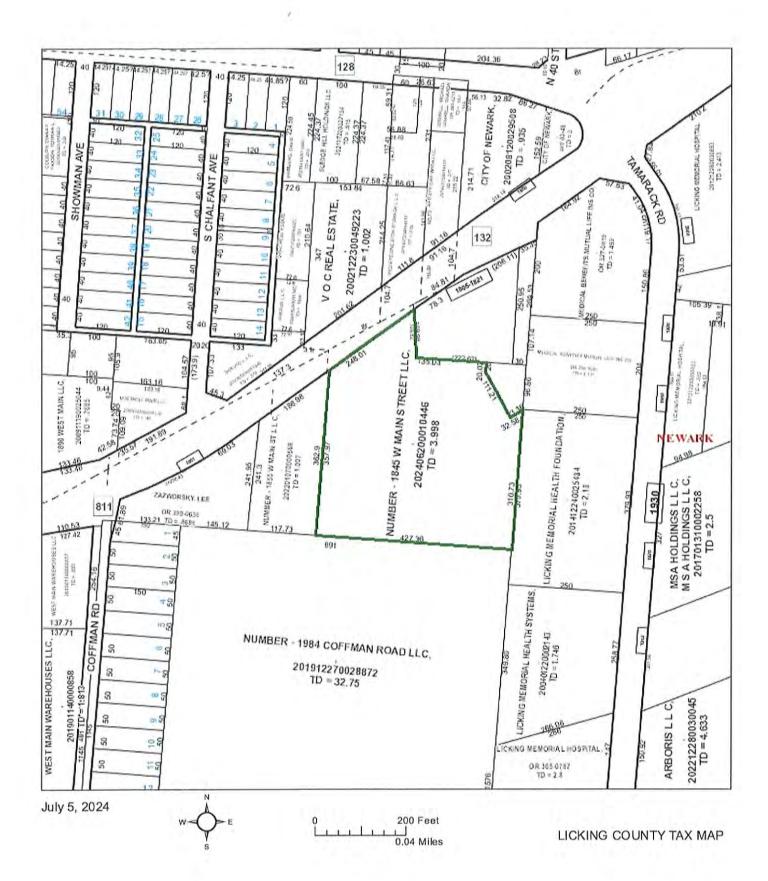
Benefits Mutual Life Insurance Co. property, South 86 degrees 40 minutes 14 seconds East, 135.03 feet to a 5/8" Rebar Found at the northwest corner of the property conveyed to Medical Benefits Mutual Life Insurance Co. by Inst. No. 200308040037627;

Thence along the westerly lines of said Medical Benefits Mutual Life Insurance Co. (Inst. No. 200308040037627) property, and crossing the original Parcel 1 described in said Rowe deed the following Three (3) courses:

- 1) South 03 degrees 22 minutes 06 seconds West, 20.07 feet to a 5/8" Rebar Found;
- South 28 degrees 54 minutes 12 seconds East, 111.21 feet to a 5/8" Rebar w/Cap "Ball"
 Found;
- 3) North 61 degrees 21 minutes 57 seconds East, 32.58 feet to the easterly line of said Rowe Parcel 1, said point being the northwest corner of the property conveyed to Licking Memorial Health Foundation by Inst. No. 201412240025484, said point being referenced by a 1/2" Rebar Found (N-0.48', E-0.88') at the southeast corner of said Medical Benefits Mutual Life Insurance Co. (Inst. No. 200308040037627) property;

Thence along the easterly line of said Rowe Parcel 1, and the westerly line of said Licking Memorial Health Foundation property, South 03 degrees 39 minutes 52 seconds West, 310.73 feet to a 1/2" Rebar Found at the southeast corner of said Rowe Parcel 1, said point being the northeast corner of said Leon Zazworsky property;

Thence along the southerly line of said Rowe Parcel 1, and the northerly line of said Leon Zazworsky property, North 86 degrees 38 minutes 16 seconds West, 427.36 feet to the True Point of Beginning, containing 3.998 acres more or less. Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OHIO SOUTH ZONE NAD83(2011) AS OBSERVED IN FEBRUARY 2017, AND ARE INTENDED TO BE USED ONLY TO DETERMINE ANGLES. This description was prepared by Smart Services, Inc. in February 2017 and is based upon actual field measurements.



Property Report

	Address	relative track, so the
N/A NUMBER -	1845 W MAIN STREET	LLC 1845 W MAIN ST
Engineer's Pin	Owner	Auditor's PIN
02130992000000014000	N/A NUMBER - 1845 W	MAIN STREE-1218-1560-00.000
Tax Acreage	Deed Acreage	Official Record
3.998	3.998	202406200010446



Existing Zoning - 1845 West Main St



7/5/2024

Planned Unit Developments

560 ft

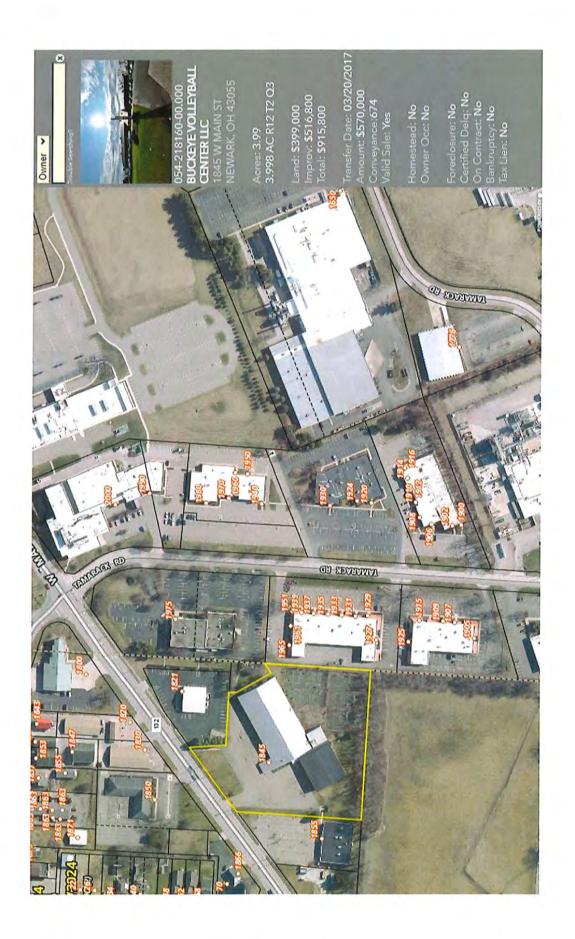
1:3,000

140

。十。

160 m

 80 1 in = 250 ft



GENERAL WARRANTY DEED

BUCKEYE VOLLEYBALL CENTER LLC, an Ohio limited liability company ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration paid by 1845 W MAIN STREET LLC, an Ohio limited liability company, (the "GRANTEE"), grants with general warranty covenants, to the GRANTEE, the following real property:

See the legal description attached as Exhibit A.

GRANTOR AND GRANTEE, FOR THEIR HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREE THAT THIS PROPERTY SHALL NOT BE USED FOR VOLLEYBALL USE OR TRAINING FOR A PERIOD OF FIFTEEN (15) YEARS, AND THAT SAID COVENANT SHALL RUN WITH THE LAND UNTIL THE EXPIRATION THEREOF.

Commonly known as: 1845 West Main Street, Newark, OH 43055

Parcel Number: 054-218160-00.000

Prior Instrument Reference: Instrument Number 201703200005632

Tax Billing Address: P.O. Box 760, Zanesville, OH 43702

Executed this 20 day of June, 2024

BUCKEYE VOLLEYBALL CENTER LLC, an Ohio limited liability company

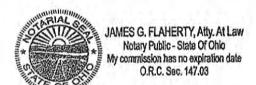
By: Jayne Yates, Sole Member

[Remainder of this page intentionally left blank]

STATE OF OHIO	}
	}
COUNTY OF Delawar.	e }, ss:

Be it remembered, that on this <u>20</u> day of June, 2024 before me, the subscriber, personally came the above named Jayne Yates, Sole Member of BUCKEYE VOLLEYBALL CENTER LLC, an Ohio limited liability company, the GRANTOR in the foregoing deed, and acknowledged the signing of the same to be her/their voluntary act and deed on behalf of said company, for the uses and purposes therein stated.

In testimony whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.



James D. Fluhat

This instrument was prepared by: David J. Anderson, Esq., 5 E. Long Street, Suite 1203, Columbus, OH 43215-2900

Exhibit "A" Property Description

Situated in the State of Ohio, County of Licking, City of Newark, being part of the Third Quarter of Township 2, Range 12, United States Military Lands, and being a combination of the remaining portions of Parcel 1 (Auditor's Parcel No. 054-218160-00-000) and Parcel 2 (Auditor's Parcel No. 054-218166-00.000) conveyed to Kevin A. Rowe by Instrument Number 199904290017712 of the Licking County Recorder's Office, and being more particularly described as follows:

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Thence along the westerly line of said Rowe Parcel 1, and the easterly of said 1855 W. Main St., LLC property, North 03 degrees 22 minutes 34 seconds East, 357.97 feet to a 5/8" Rebar Found at the southwest corner of the property conveyed to the City of Newark by Deed Book 756, Page 939, said point being on the southerly right-of-way line of West Main Street, the northwest corner of the remainder of said Rowe Parcel 1, and the northeast corner of said 1855 W. Main St., LLC property;

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SELLER'S AFFIDAVIT

Order No. 2024-664

State of Ohio ss.

The undersigned Seller, whether one or more than one, being first duly sworn jointly and severally, if more than one, deposes and makes the following statements for the express purpose of inducing 1845 W Main Street LLC, an Ohio Limited Liability Company

Buyer, whether one or more than one, to purchase the following described property ("the Premises"), and, if applicable to induce any mortgagee to pay proceeds to Seller and any title insurance company to issue policies of insurance:

See Exhibit "A" attached hereto and made a part hereof.

1.All taxes, assessments or other charges now a lien against the Premises are shown on the Treasurer's duplicate, and no improvements (site or area) have been installed by public authority, the costs of which may be assessed against the Premises. Seller has not been notified within the period of two years immediately preceding the date hereof of contemplated improvements (site or area) the Premises by public authority, the costs of which are to be assessed against the Premises in the future nor has Seller any notice of condemnation or other exercise of the power of eminent domain. Seller represents that all bills for water and sewer charges issued prior to the date hereof for water and sewer services to the Premises have been fully paid.

2.No unpaid-for improvements have been made, or materials, machinery or fuel delivered to or labor performed on the Premises within ninety days immediately preceding the date hereof which might form the basis of a mechanic's lien against the Premises, except

(none of nothing inserted), nor has Seller received a copy of an affidavit of mechanic's lien which may be filed against the Premises. If Seller is the original contractor and is selling the Premises to Buyer pursuant to a home construction contract with Buyer, Seller acknowledges payment in full of the home purchase contract price.

- 3.Seller has no knowledge of any encumbrances on title to the Premises other than those set forth in the evidence of the title provided to Buyer, nor does Seller have any knowledge of off-record or undisclosed legal or equitable interest in the Premises owned or claimed by any other person or entity, except the rights of tenants, if any, which have been fully disclosed to Buyer and to any title insurance company issuing title insurance in reliance thereon.
- 4.To Seller's best knowledge and belief the improvements on the Premises are located within the boundary lines of the Premises and all utility service lines serving the Premises are located either within the boundary line of the Premises or within lands dedicated to public use or within recorded easements for the same.
- 5.Seller is not under any legal disability which would impede or void any of Sellers' contractual obligations nor is Seller a debtor in any proceeding under the bankruptcy law of the United States. All former spouses of Seller, if any, are deceased and/or all prior marriages, if any, have been legally terminated. If Seller is a partnership or corporation, its officials consummating this transaction are properly authorized to do so, and the partnership or corporation and the undersigned shall be bounded by this affidavit.
- 6.The undersigned Seller further agrees to indemnify and save harmless any title insurance company issuing title insurance in reliance hereon from any and all loss or damage, including costs, expenses and attorney's fees which may be incurred in the event any of the above representations are incorrect.
- 7.The undersigned hereby indemnifies, and agrees to hold harmless, WFG National Title Insurance Company and Anderson Land Title Agency, Ltd. against any loss, claim, cost, damage or expense, including reasonable attorneys' fees and court costs, which either may sustain, suffer or incur by reason of insuring the Insured against loss or damage (including costs, attorneys' fees, expenses) sustained or incurred by the Insured by reason of defects, liens, encumbrances, adverse claims, or other matters attaching or created subsequent to the last continuation of title and prior to recordation of the insured instrument(s)

Buckeye Volleyball Center LLC, an Ohio Limited Liability Company

By: Jayne Yatos, Sole Meniber

Subscribed, Sworn to and Acknowledged before me by the above named Affiant on June 20, 2024.

Wille.

JAMES G. FLAHERTY, Atty. At Law Notary Public - State Of Ohio My commission has no expiration date O.R.C. Sec. 147.03 Romes St. Flutter Notary Public

Exhibit A

Situated in the State of Ohio, County of Licking, City of Newark, being part of the Third Quarter of Township 2, Range 12, United States Military Lands, and being a combination of the remaining portions of Parcel 1 (Auditor's Parcel No. 054-218160-00-000) and Parcel 2 (Auditor's Parcel No. 054-218166-00.000) conveyed to Kevin A. Rowe by Instrument Number 199904290017712 of the Licking County Recorder's Office, and being more particularly described as follows:

Beginning for Reference at the northeast corner of Lot 1 of Coffman Addition as recorded in Plat Book 4, Page 164, said point being on the northerly line of the property conveyed to Leon Zazworsky by Official Record 367, Page 593, and in the southerly line of the property conveyed to Lee Zazworsky by O.R. 399, Page 636, thence along the northerly line of said Leon Zazworsky property, and the southerly line of sail Lee Zazworsky property, and the southerly line of the property conveyed to 1855 W. Main St., LLC by Inst. No. 201512300028309, South 86 degrees 38 minutes 16 seconds East 293.64 feet to a 1/2" Rebar Found at the southwest corner of said Rowe Parcel 1, said point being the southeast corner of said 1855 W. Main St., LLC property, and being the True Point of Beginning of the parcel herein described;

Thence along the westerly line of said Rowe Parcel 1, and the easterly of said 1855 W. Main St., LLC property, North 03 degrees 22 minutes 34 seconds East, 357.97 feet to a 5/8" Rebar Found at the southwest corner of the property conveyed to the City of Newark by Deed Book 756, Page 939, said point being on the southerly right-of-way line of West Main Street, the northwest corner of the remainder of said Rowe Parcel 1, and the northeast corner of said 1855 W. Main St., LLC property;

Thence along the southerly right-of-way line of West Main Street, along the southerly line of said City of Newark property, and crossing the original Parcel 1 and Parcel 2 described in said Rowe deed, North 53 degrees 43 minutes 41 seconds East, 248.01 feet to a 5/8" Rebar Found at the southeast corner of said City of Newark property, said point being on the easterly line of said Rowe Parcel 2, and being at the northwest corner of the property conveyed to Medical Benefits Mutual Life Insurance Co. by Inst. No. 200705030011258:

Thence along the easterly line of said Rowe Parcel 2, and the westerly line of said Medical Benefits Mutual Life Insurance Co. property, South 04 degrees 57 minutes 18 seconds East, 109.2 feet to a 5/8" Rebar w/Cap "Blaine" Found at the southeast corner of said Rowe Parcel 2, said point being on the northerly line of said Rowe Parcel 1, and at the southwest corner of said Medical Benefits Mutual Life Insurance Co. property;

Thence along the northerly line of said Rowe Parcel 1, and the southerly line of said Medical Benefits Mutual Life Insurance Co. property, South 86 degrees 40 minutes 14 seconds East, 135.03 feet to a 5/8" Rebar Found at the northwest comer of the property conveyed to Medical Benefits Mutual Life Insurance Co. by Inst. No. 200308040037627;

Thence along the westerly lines of said Medical Benefits Mutual Life Insurance Co. (Inst. No. 200308040037627) property, and crossing the original Parcel 1 described in said Rowe deed the following Three (3) courses:

- 1) South 03 degrees 22 minutes 06 seconds West, 20.07 feet to a 5/8" Rebar Found;
- 2) South 28 degrees 54 minutes 12 seconds East, 111.21 feet to a 5/8" Rebar w/Cap "Ball" Found;
- 3) North 61 degrees 21 minutes 57 seconds East, 32.58 feet to the easterly line of said Rowe Parcel 1, said point being the northwest corner of the property conveyed to Licking Memorial Health Foundation by Inst. No. 201412240025484, said point being referenced by a 1/2" Rebar Found (N-0.48', E-0.88') at the southeast corner of said Medical Benefits Mutual Life Insurance Co. (Inst. No. 200308040037627) property;

Thence along the easterly line of said Rowe Parcel I, and the westerly line of said Licking Memorial Health Foundation property. South 03 degrees 39 minutes 52 seconds West, 310.73 feet to a 1/2" Rebar Found at the southeast corner of said Rowe Parcel I, said point being the northeast corner of said Leon Zazworsky property;

Thence along the southerly line of said Rowe Parcel 1, and the northerly line of said Leon Zazworsky property. North 86 degrees 38 minutes 16 seconds West, 427.36 feet to the True Point of Beginning, containing 3.998 acres more or less. Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM OHIO SOUTH ZONE NAD83(2011) AS OBSERVED IN FEBRUARY 2017, AND ARE INTENDED TO BE USED ONLY TO DETERMINE ANGLES. This description was prepared by Smart Services, Inc. in February 2017 and is based upon actual field measurements.







300

450 600 A

1845 W MAIN ST AUGUST 12, 2024

Legend



BUILDING OUTLINES RAILROAD PARCELS



PROPOSED VARIANCE PROPOSED VARIANCE WITHIN 300FT

CITY LIMITS

	ORDINANCE NO Ø	10/
pV·		Mi.
D1.		W/ V
	2/2	N / A /

141-07

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 2236 RIVER ROAD, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-225738-00.000 AND 054-225744-00.000 FROM THAT OF MFC – MULTI-FAMILY CONDO ZONING DISTRICT TO MFR – MULTI-FAMILY RESIDENCE ZONING DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

WHEREAS, an application for zoning classification has been filed with Council; and

WHEREAS, pursuant to Article 4.12 of the Charter of the City of Newark, Ohio, this ordinance shall be referred to the Planning Commission immediately after its first reading; and

WHEREAS, the Planning Commission shall hold a public hearing upon such application and the Clerk of Council shall cause notice of such hearing to be publicized one time at least seven (7) days prior to the date of such public hearing; and

WHEREAS, upon the return of the ordinance to Council by the Planning Commission, council shall cause a second reading to be made of this ordinance and shall take such action as is appropriate pursuant to Article 4.12 of the Charter of the City of Newark, Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT:

Section 1: The zoning map as established by Ordinance 08-33 (A) is hereby revised by changing the zoning classification for the following described property from MFC – MULTI-FAMILY CONDO ZONING DISTRICT TO MFR – MULTI-FAMILY RESIDENCE ZONING DISTRICT, Zoning Code of the City of Newark.

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 2: Pursuant to Article 4.12(C) of the Charter of the City of Newark, Ohio, a vote of at least six (6) members shall be necessary to adopt or defeat the ordinance in the event the Planning Commission has recommended approval or has made no recommendation. An affirmative vote of at least seven (7) Council members shall be necessary to adopt a zoning ordinance that the Planning Commission has recommended against approval.

Section 3: The Newark Planning Commission is hereby authorized and directed to make the change described herein on the aforementioned zoning map.

Section 4:	This	ordinance	shall	become	effective	at	the	earliest	time	permitted	by
Section 4.07	of the	Charter of	the C	City of Ne	wark, Ohio	0.				7 A	

Passed this	day of	, 20
		PRESIDENT OF COUNCIL
ATTEST:Clerk o	of Council	
DATE FILED WI	TH MAYOR:	
DATE APPROVI	ED BY MAYOR: _	
MAYOR	Bu	
FORM APPROV	ED: Director of La	aw we
DESCRIPTION A		n Morehead, Engineer

Prepared by the Office of the Director of Law



Planning Commission c/o Engineering Dept. 40 West Main St, 2nd Floor Newark, Ohio 43055 (740) 670-7727 (740)349-5911 Fax

City of Newark Planning Commission Zoning District Change Application

CITY OF NEWARK, OHIO | PLANNING COMMISSION

Rev 8/13	
☐ District Change	☐ District Establishment (Newly Annexed)
Ou	mer
Property Owner: John R Lindsey	Telephone:
Address: 2236 River RD	E-mail:
City: Newark State: OH	Zip: 43 055 Fax:
I would prefer to have agendas mailed rather than e-mailed □	
Applicant/R	epresentative
Representative: Thomas L. Obrien	Same as above ☐ Telephone: 6/4-560-9279
Address: 2726 Kent RD.	E-mail: Tome oBrien Company. com
City: Columbus State: OH	Zip: 43221 Fax:
I would prefer to have agendas mailed rather than e-mailed	
Property	Location
Street Address: 2236 River RD. New	ark OH 43055
Parcel Tax ID #: 054-225738-00, 054-225744-00	Number of Acres: 20
Lot Number: (if applicable)	Property Platted? Yes ☐ No ☐
District Cla	assification (Zoning Code 08-33, see www.newarkohio.net)
Present Zoning District: AD Agricultural CD Conservation CSI Church School Institutional DC Downtown GB General Business GC General Commercial GI General Industrial GO General Office HB High Intensity Business LB Limited Intensity Business LC Limited Commercial LI Limited Industrial LO Limited Office MB Medium Intensity Business MFC Multi-Family Condo MFH Multi-Family High Rise MFR Multi-Family Residence Overlay Historic Planned Unit Development RMH Single-Family Residence Manufactured Home Single-Family Residence (Circle one) RS-Suburban RL-Low Density RM-Medium Density RH-High Density RZL Single-Family Residence Zero Lot Line SFC Single-Family Residence	Proposed Zoning District: AD Agricultural CD Conservation CSI Church School Institutional DC Downtown GB General Business GC General Commercial GI General Industrial GO General Office HB High Intensity Business LB Limited Intensity Business LC Limited Commercial LI Limited Industrial LO Limited Office MB Medium Intensity Business MFC Multi-Family Condo MFH Multi-Family High Rise MFR Multi-Family Residence Overlay Historic Planned Unit Development RMH Single-Family Residence Manufactured Home Single-Family Residence (Circle one) RS-Suburban RL-Low Density RM-Medium Density RH-High Density RZL Single-Family Residence Zero Lot Line SFC Single-Family Residence

1						
.8.	Zoning File #	PC Application #				
	Property Use	(B)				
Present Use: Single family Dwell	Propose	ed Use: Multifamily				
Additional Comments						
Reason For Request: We intend To	Build a Mult	tifavily Devolopment				
Required Doc	umentation and Proc	cess Overview				
 Complete Application Form – must include the present, attach an Authorization Letter from the his/her behalf. Obtain a Tax Map and Auditor's Parcel Number Note: Tax Maps can be provided by the Engineerin Obtain a Legal Description of parcels to be reviewed and state of Obtain a Parcel Drawing or Map showing the Note: Aerial maps can be provided by the Engineer Call the Newark City Engineering Department Newark City Engineering Department - 40 W. M. Note: The Engineering/ Zoning Authorization Signal Submit Application and required documentation Newark City Engineering Department - 40 W. M. Note: A \$300 Application Fee must accompany thi Attend the Planning Commission Meetings an Newark City Council Chambers, 40 W. Main Str. Note: be prepared to answer Planning Commission 	re property owner, giving the ers of the parcels to be reading Department during the Enginezoned. (typically a survey of mped approved during the Englocation of all buildings on oring Department during the Englocation of all buildings on oring Department during the Englocation of all buildings on oring Department during the Englocation Street (2nd Floor). (740) atture must be obtained prior to an ain Street (2nd Floor) is Application. Make check put Council Meetings eet (1st Floor).	description or valid deed description) ngineering Review. the parcels Engineering Review. ng Review) 670-7727 to Application processing-See Office Use below. payable to "City of Newark".				
Owner Acknowledgement						
I hereby certify that the information provided i	n this application is true	and factual to the best of my knowledge.				
Property Owner Signature:	OB	Date: 6/26/24				
Sworn and subscribed before me this	day of June	,20				
My Commission Expires: 5 (1) 203	39	Notary Public				
Engineering/Zoning Authorization – Office Use Only						
Approved □	Denied □	Approved with Conditions □				
Engineering Signature:		Date:				
Comments/Conditions:						

Planning Commission Recommendation to Council - Office Use Only Denied □ Approved with Conditions □ Approved □

Planning Director Signature: _

Date:

Conditions:

After Planning Commission Recommendation:

☐ Contact the Clerk of Council regarding Council Public Hearing and Final Vote dates.

Clerk of Council's Office 40 W Main St (2nd Floor-Mayor's Office) (740) 670-7516.

Property Use					
Present Use: Single family	Dwelling	Proposed Use: Multifamily			
Additional Comments					
Reason For Request: We intend	l To Build	a Multifamily Devolopment			
Requi	red Documentation	n and Process Overview			
present, attach an Authorization Let his/her behalf. Obtain a Tax Map and Auditor's Par Note: Tax Maps can be provided by the Obtain a Legal Description of parce Note: Legal Description must be review Obtain a Parcel Drawing or Map sh Note: Aerial maps can be provided by the Call the Newark City Engineering Department Note: The Engineering Zoning Authorics Submit Application and required do Newark City Engineering Department Note: A \$300 Application Fee must accompany of the Planning Commission Memory Newark City Council Chambers, 40 Memory Newark City Counci	rcel Numbers of the pare Engineering Department els to be re-zoned. (typical wed and stamped approved nowing the location of all the Engineering Department to schedule and to 40 W. Main Street (2nd ization Signature must be obtained by M. Main Street (2nd ization Signature must be obtained by M. Main Street (2nd izations) and Council MeW. Main Street (1st Floor) Commission and Council	during the Engineering Review. cally a survey description or valid deed description) ad during the Engineering Review. Il buildings on the parcels ent during the Engineering Review. an Engineering Review ad Floor). (740) 670-7727 obtained prior to Application processing-See Office Use below. and Floor) Make check payable to "City of Newark". seetings	ot		
I hereby certify that the information		cation is true and factual to the best of my knowledge.	T. SH		
	as c. OB	Date: 6/26/24			
Sworn and subscribed before me this _	26 th day of	une 20 34			
My Commission Expires:	12029	Notary Public	_		
	ring/Zoning Autho	orization — Office Use Only d □ Approved with Conditions □			
Approved 🖈	Jane Jenier	Date: 7/5/224			
Engineering Signature: Comments/Conditions:	TON APPROVED	POL ZONIC DURDOSSS.			
		ation to Council – Office Use Only			
Approved □	Denied		e de		
Planning Director Signature:		Date:			
Conditions:					
After Planning Commission Recommod Contact the Clerk of Council regards Clerk of Council's Office 40 W Main State 1997.	ing Council Public Heari	ing and Final Vote dates. fice) (740) 670-7516.			

Exhibit A -- Legal Description of the Property

Situated in the State of Ohio and County of Licking and more particularly described on Exhibit A attached hereto and incorporated herein.

Parcel No. 1

Parcel No. 054-225738-00.000

Street Address: 2236 River Road, Newark, Ohio 43055

Prior Instrument Reference: Instrument No. 198703020002786, Official Record Volume

150, page 707 of the Deed Records of Licking County, Ohio.

Parcel No. 2

Parcel No. 054-225744-00.000

Street Address: Reddington Road, Newark, Ohio 43055

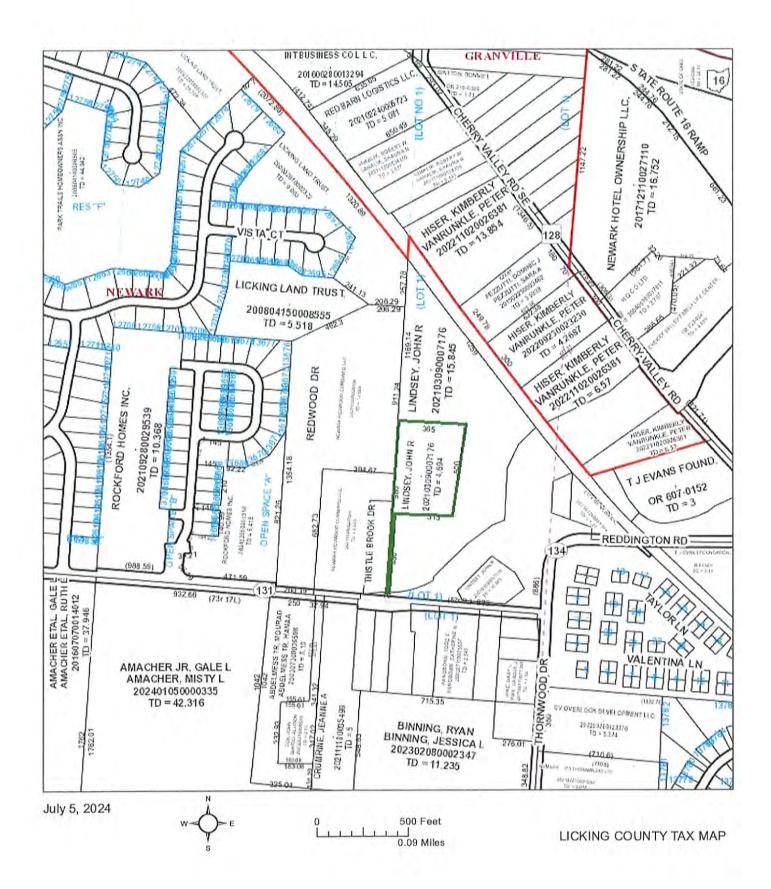
Prior Instrument Reference: Instrument No. 198703020002786, Official Record Volume

150, page 707 of the Deed Records of Licking County, Ohio.

Was

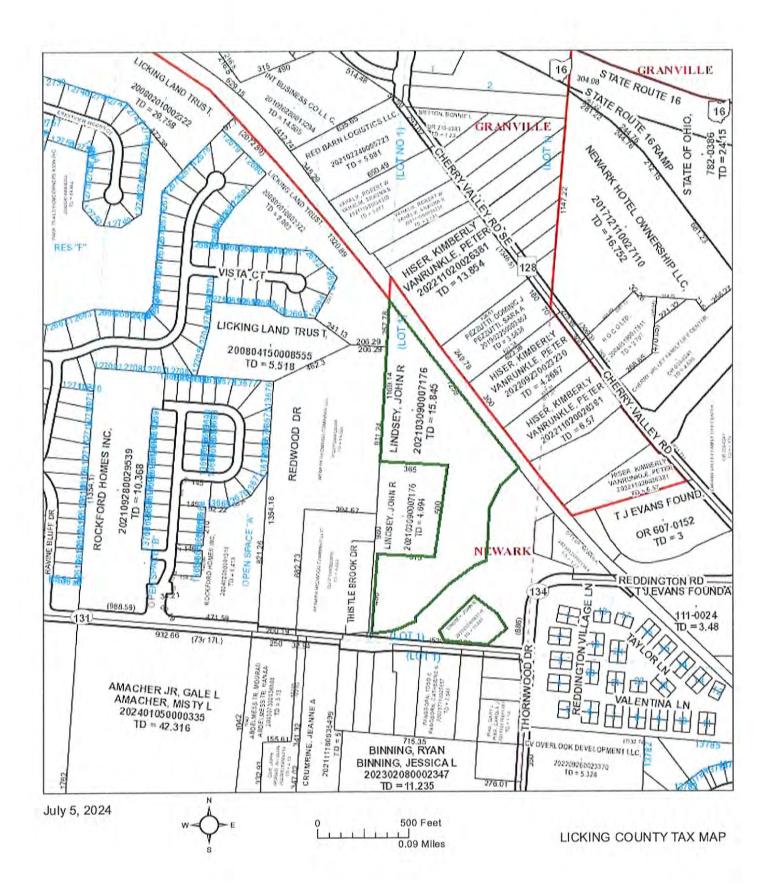
Div. of Engineering

City of Newsett, Oldo



Property Report

	Address	
JOHN R LINDSEY 2236 RIVER RD		
Engineer's Pin	Owner	Auditor's PIN
0213NK00500000036000	JOHN R LINDSEY	054-225738-00.000
Tax Acreage	Deed Acreage	Official Record
4.694	4.75	202103090007176



Property Report

	Address	
JOHN R LINDSEY REDDINGTON RD		
Engineer's Pin	Owner	Auditor's PIN
0213NK00500000035000	JOHN R LINDSEY	054-225744-00.000
Tax Acreage	Deed Acreage	Official Record
15.845	21.76	202103090007176



Existing Zoning - 2236 River Rd



7/5/2024

1,100 ft

1:6,000

275

0

320 m

160 1 in = 500 ft

8

Planned Unit Developments





The Retreat at Newark | 5



SITE PLAN



BUILDING B 3-Story, 1 Building, 18 Units

BUILDING IREPRESENTATIVE BUILDING

N ROCKY POINT PARTNERS







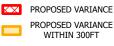
The Retreat at Newark | 11



NEWARK
0 110 220 440 660 880
Feet

2236 RIVER RD AUGUST 13, 2024





CITY LIMITS

Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement ("Agreement") is made and entered as of the _____ day of May, 2024, by and between The Estate of John R. Lindsey ("Seller"), and Rocky Point Partners LLC, an Ohio limited liability company, or its nominee ("Purchaser").

Recitals

- A. Seller is the owner of that certain real property at 2236 River Road, Granville Ohio, which in the aggregate comprises approximately 20.539 acres and is identified as Parcel Nos. 054-225738-00.000 (4.69 acres) and 054-225744-00.000 (15.84 acres) (together with all of the easements and appurtenances, and all of the estates and rights of Seller from time to time, in, to and with respect thereto and any and all improvements thereon, are herein collectively called the "Property"). The Property is legally described on Exhibit A, attached hereto and made a part hereof and generally depicted on Exhibit B, attached hereto and made a part hereof.
- B. Seller desires to sell all of the Property to Purchaser, and Purchaser desires to purchase all of the Property from Seller, subject to the terms and conditions of this Agreement.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals and the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

- 1. <u>Incorporation of Recitals; Effective Date; Seller's Acquisition of Property.</u> The foregoing Recitals are hereby incorporated into and made a part of this Agreement, as if fully set forth herein. The "Effective Date" will mean the date on which this Agreement has been executed and delivered by both Seller and Purchaser.
 - 2. Agreement to Sell and Purchase; Purchase Price; Payment of Purchase Price; Earnest Money.
- (a) Agreement to Sell and Purchase. Seller will sell all of the Property to Purchaser, and Purchaser will purchase all of the Property from Seller, at the price and on the terms and conditions hereinafter set forth.
- (b) <u>Purchase Price</u>. Subject to prorations and adjustments, Purchaser will pay to Seller a purchase price ("**Purchase Price**") for the Property equal to \$100,000.00 per acre, as determined pursuant to the Survey.
- (c) <u>Payment of Purchase Price</u>. The Purchase Price will be payable, by wire transfer or otherwise in immediately available funds, as follows:
 - (i) Within five (5) days after the Effective Date, Purchaser will deposit \$10,000.00 as earnest money ("Earnest Money") into an escrow with Broker (defined below).
 - (ii) At the Closing, (A) the Earnest Money will be paid to Seller, and (B) Purchaser will pay the balance of the Purchase Price, plus or minus adjustments and prorations, to Seller.
- (d) <u>Earnest Money</u>. The Earnest Money will be deposited in escrow with the Broker in accordance with the provisions of Section 8(a) hereof.
 - 3. <u>Due Diligence; Intended Uses; Investigations; Due Diligence Period; Purchaser Termination Rights.</u>
- (a) <u>Delivery of Due Diligence Materials</u>. Within two (2) business days after the Effective Date, Seller will deliver to Purchaser an electronic copy of all reports, documents and information regarding the Property within Seller's possession or reasonable control, including, without limitation, environmental reports, inspection reports, test boring reports, recent tax bills, copies of any notices affecting the Property, recent title policies, surveys, leases,

easement and restriction agreements and similar documents (collectively, "Due Diligence Materials"), if and to the extent the Due Diligence Materials are in existence and within Seller's possession or reasonable control.

- Intended Uses; Investigations. Purchaser contemplates acquiring the Property for the purpose of developing it for use as a self-storage facility and/or warehouse facilities or similar uses related thereto or such other uses as Purchaser may determine in its sole and absolute discretion (collectively, "Intended Uses"). From the Effective Date through the Closing Date, and subject to this Section 3(b), Seller will grant Purchaser reasonable access to the Property for the purpose of, and will cooperate in all reasonable respects in connection with, Purchaser's conducting (either itself or through its consultants, agents and other representatives) such tests, inspections and investigations with regard to the Property as Purchaser deems appropriate in its sole and absolute discretion (collectively, "Investigations"). Among other things, the Investigations for the Property may include, without limitation, (i) determinations regarding any required alterations to existing flood plains, floodways, streams or wetlands areas, (ii) verifications that all title encumbrances and survey matters are acceptable, (iii) the review of all leases, easement agreements, maintenance agreements and other agreements affecting the Property, (iv) "Phase I," "Phase II" or other environmental studies to determine the extent to which any Hazardous Materials (as such term is defined in Section 6(k) hereof) are located on any portion of the Property, (v) soil, boring, percolation, traffic, parking and other similar tests, (vi) topographic, engineering and other feasibility and physical studies, (vii) determinations regarding location and capacity of utilities, access, storm water detention, curb cuts, drives and other improvements or installations necessary for the Intended Uses, (viii) approval of all necessary governmental and quasi-governmental permits and approvals for the Intended Uses, (ix) investigations as to zoning and other entitlement matters, and (x) the availability of financing, tax abatement and other governmental or quasi-governmental financial incentive programs; provided, however, that Purchaser will not be obligated to conduct any particular Investigations. Seller will reasonably cooperate and assist Purchaser in connection with Purchaser's conduct of all of the Investigations. Purchaser will indemnify, defend and hold harmless Seller from and against any actual damage, cost, loss, liability, charge, claim or lien arising from any such entry Purchaser will promptly repair any physical damage to the Property resulting from the conduct of the Investigations. Purchaser shall have the right to share the Due Diligence Materials and results of the Investigations with Purchaser's employees, consultants, attorneys, accountants, potential tenants, lenders and investors. Purchaser's obligations under this paragraph shall survive the Closing or termination of this Agreement.
- continue through the date that is 90 days after the Effective Date. Purchaser shall have the right to extend the Due Diligence Period for up to three (3) additional thirty (30) day periods. If Purchaser exercises any of the thirty (30) day extensions, Purchaser shall deposit with Broker upon each such extension an additional \$10,000.00 (the "Additional Deposit(s)"). The Additional Deposit(s) shall be non-refundable to Purchaser (except as set forth herein, including in event of a Seller default hereunder or termination resulting from casualty or condemnation), but shall be applicable to the Purchase Price in event the transaction contemplated hereby closes.
- (d) <u>Purchaser Termination Rights</u>. Anything in this Agreement to the contrary notwithstanding, Purchaser may, in its sole and absolute discretion, and for any reason or no reason whatsoever, terminate this Agreement (except any obligations that survive termination) by delivering written notice of such termination to Seller at any time during the Due Diligence Period (as it may have been extended). In the event of any such termination on or before the expiration of the original 90-day Due Diligence Period, all of the Earnest Money will be promptly returned to Purchaser. However, in the event Purchaser extends the Due Diligence Period as set forth in Section 3(c) and thereafter terminates this Agreement, all of the Earnest Money and Additional Deposit(s) will be promptly paid to Seller.

4. Closing; Delivery of Possession.

- (a) <u>Closing</u>. Subject to any extensions expressly provided in this Agreement, the consummation of the purchase and sale of the Property ("Closing") will occur on the date ("Closing Date") that is 60 days after the expiration of the Due Diligence Period (as it may have been extended.)
- (b) <u>Delivery of Possession</u>. At the Closing, Seller will deliver to Purchaser sole and exclusive possession of all of the Property.

5. Title Insurance; Survey.

- (a) Title Commitment; Title Policy. Within two (2) business days after the Effective Date, Seller will deliver to purchaser true and correct copies of all title commitments or title policies, if any, pertaining to the Property that are in Seller's possession or control, and legible copies of all documents to which reference is made in such title commitments or title policies (other than any financing documents encumbering the Property). Notwithstanding such deliveries by Seller, Purchaser will order a title commitment and a copy of all underlying documents ("Title Commitment") for a current ALTA owners title insurance policy ("Title Policy") for the Property, issued by Chicago Title dba Amerititle Downtown, 150 E. Main Street, Suite 100, Columbus Ohio 43215 ("Title Company"), showing fee simple absolute title to the Property in Seller, and with (or ultimately with) the commitment of the Title Company to delete the general exceptions and to issue the title endorsements described in Section 5(b) hereof. In addition, Purchaser will order copies of all documents to which reference is made in the Title Commitment. Seller will reasonably cooperate with Purchaser in connection with the ordering of the Title Commitment and the documents to which reference is made therein. At the Closing, Seller will pay the title insurance premium for the Title Commitment and base Title Policy (with separate insured parcels for any appurtenant easements benefitting the Property), and all premiums and other costs for Seller to fulfill Seller's Mandatory Cure Obligation (as such term is defined in Section 5(d) hereof). Purchaser will pay for the cost (if any) of the title insurance premiums for removal of standard exceptions and all endorsements to the Title Policy, other than those for which Seller is responsible under the immediately preceding sentence.
- (b) <u>Title Endorsements</u>. Prior to the Closing Date, at Purchaser's request and sole cost, Title Company will cause the Title Commitment to be amended to provide for extended coverage over all general exceptions contained in the policy and insuring as separate parcels any easements included as part of the Property, and also any other endorsements reasonably required by Purchaser.
- (c) <u>Survey</u>. Within five business days after the Effective Date, Seller will deliver to Purchaser true and correct copies, if any, of all surveys pertaining to the Property that are in Seller's possession or control. Purchaser, at its option and at its sole cost and expense, shall order an updated boundary survey ("Survey") of the Property, which has been (i) prepared by a registered land surveyor duly licensed in the State of Ohio, and (ii) certified to Purchaser, the Title Company and Purchaser's lender, if any, as having been prepared in compliance with the minimum ALTA standards and requirements and sufficient for the deletion of all survey-related general exceptions under the Title Commitment.
- Unpermitted Encumbrances. If the Title Commitment shows, or the Survey discloses, any matters (d) that are objectionable to Purchaser, in its sole and absolute discretion, then Purchaser will notify Seller thereof, in writing, before the expiration of the Due Diligence Period, specifying the matters to which Purchaser objects (collectively, "Objectionable Matters"). Within ten (10) days of receipt of such notice, Seller shall notify Purchaser which Objectionable Matters Seller, in its sole discretion, agrees to remove on or before the Closing. Any Objectionable Matters that Seller agrees to remove on or before Closing (or that Purchaser has been informed or assured will be removed on or before the Closing) will be "Unpermitted Encumbrances." Seller's failure to respond to Purchaser's notice concerning Objectionable Matters shall be deemed to be Seller's election not to cure or remove such matter(s). Any matters that are shown on the Title Commitment or disclosed on the Survey, and in each case to which Purchaser does not object as provided in this Section 5(d), will be "Permitted Encumbrances." Anything in this Section 5(d) or elsewhere in this Agreement to the contrary notwithstanding, all mortgages, deeds of trust, deeds to secure debt, assignments of leases and rents, security agreements, financing statements, mechanics' liens, liens and other financing-related or construction-related liens on the Property, and all tax liens (other than the lien of real property taxes not yet due and payable) which can be satisfied by payment of a fixed or ascertainable sum of money and are attributable to Seller or persons or entities claiming by, through, or under Seller, will conclusively be deemed to be Unpermitted Encumbrances and will be removed by Seller, at Seller's sole cost and expense, at or before the Closing (such obligation of Seller to remove all such items is herein called "Seller's Mandatory Cure Obligation").
- 6. <u>Representations and Warranties of Seller</u>. Seller hereby represents and warrants to Purchaser that all of the following are true and correct on and as of the Effective Date, will continue to be true and correct as of the Closing Date, and will survive the Closing and the delivery of the Deed for a period of twelve (12) months:
 - (a) Seller has the authority and is duly authorized to enter into this Agreement. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken (or with respect to the instruments referenced herein, by the Closing Date,

will be taken) by Seller in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any creditors, partners, members, managers, directors, officers or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Seller's obligations hereunder. Each of the individuals executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement and all instruments that Seller is required to execute hereunder are (or with respect to such instruments, by the Closing Date, will be) valid, legally binding obligations of and enforceable against Seller in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

- (b) Seller has not received and, to the best of Seller's knowledge, no predecessor of Seller has received notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property or any portion thereof.
- (c) Seller has not received notice of any condemnation or eminent domain proceedings, or of negotiations for purchase in lieu of condemnation, relating to the Property or any portion thereof. To the best of Seller's knowledge, no condemnation or eminent domain proceedings have been commenced or threatened in connection with the Property or any portion thereof.
- (d) Seller is not a party to any agreement, contract or commitment to sell, convey, let, assign, transfer, provide rights of first refusal or other similar rights with respect to, or otherwise dispose of, all or any part of the Property or any interest therein or occupancy right thereto, other than this Agreement. Except for this Agreement and the Permitted Encumbrances, neither Seller nor any person or entity claiming by, through or under Seller has done, suffered or permitted anything whereby any lien, claim or right of another has been created against the Property or any portion thereof or any interest therein.
- (e) Seller has received no written notice and has no knowledge of any action, proceeding or investigation pending or threatened against Seller or with respect to the Property or any portion thereof before any court or governmental department, commission, board, agency or instrumentality.
- (f) Seller has not received from any governmental authority any written notice of environmental or health code violations with respect to the Property or any portion thereof.
- (g) Seller has not received written notice of any contemplated special assessments relating to the Property or any portion thereof.
- (h) The Due Diligence Materials that Seller delivers to Purchaser are all of the Due Diligence Materials to be delivered to Purchaser hereunder, and are complete copies of all Due Diligence Materials. There are no leases or service contracts affecting the Property that will survive the Closing.
- (i) To Seller's knowledge, no Hazardous Materials have been stored, transported, discharged or released on the Property or any portion thereof. For purposes of this Agreement, the term "Hazardous Materials" will mean any hazardous substances or hazardous materials, including, without limitation, all substances, the presence of which could subject the owner or occupant of the Property or any portion thereof to civil or criminal penalties or damages, or responsibility for clean-up or remediation of such substances.

The term "knowledge" as used in this Section 6 means the actual, subjective knowledge of Kirk A. Lindsey, an individual, without separate investigation or inquiry (or duty to do so), and excludes any implied, imputed, or "should have known" knowledge. The accuracy of the foregoing representations and warranties will be a condition precedent to Purchaser's obligations under this Agreement.

- 7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that the following are true and correct on and as of the Effective Date, will continue to be true and correct as of the Closing Date, and will survive the Closing and the delivery of the Deed:
 - Purchaser is a limited liability company duly organized, validly existing and in good (a) standing under the laws of the State of Ohio. All requisite action (as required under its organizational governance documents, or by applicable law) has been taken (or with respect to the instruments referenced herein, by the Closing Date, will be taken) by Purchaser in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereunder. No consent of any creditors, partners, members, directors, officers or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Purchaser's obligations hereunder. Each of the individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser has the legal power, right and actual authority to bind Purchaser to the terms, provisions and conditions hereof and thereof. This Agreement and all instruments that Purchaser is required to execute hereunder are (or with respect to such instruments, by the Closing Date, will be) valid, legally binding obligations of and enforceable against Purchaser in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
 - (b) To the best of Purchaser's knowledge, (i) there is no action, proceeding or investigation pending or threatened against Purchaser before any court or governmental department, commission, board, agency or instrumentality with respect to the Property, and (ii) there is no basis for any such action, proceeding or investigation.
 - 8. <u>Escrow; Gap Closing.</u>
- (a) <u>Earnest Money Deposit and Additional Deposit(s)</u>. Purchaser will deposit the Earnest Money hereunder with the Broker as escrowee. The Earnest Money and Additional Deposit(s), if any, will be held by the Broker in escrow in a noninterest bearing account, and will be disposed of only in accordance with the provisions of the aforesaid escrow instructions.
- Escrow"). Seller and Purchaser hereby authorize their respective attorneys to sign the Closing Escrow agreement on behalf of their respective clients. The Purchase Price will be deposited in the Closing Escrow, and the payment thereof and the delivery of the Deed will be made through the Closing Escrow. The Closing will be concluded by use of customary "gap undertakings" furnished by the Title Company and executed by Seller, so that (i) the Title Company is prepared, at the Closing, to commit to issue the Title Policy, insuring Purchaser's fee simple absolute title to the Property in the amount of the Purchase Price and subject only to the Permitted Encumbrances, and (ii) the Purchase Price, plus or minus prorations or adjustments, may be disbursed prior to recording and a later date title search. The cost of the Closing Escrow will be divided equally between Seller and Purchaser.
- 9. <u>Closing Deliveries</u>. Provided that all conditions of closing hereunder have occurred, the Closing will occur at the offices of the Title Company on the Closing Date; provided, however, that the Closing may be effected by the delivery of documents without the necessity of the parties or their respective attorneys being present in person. On the Closing Date (or earlier as required by the Closing Escrow agreement):
 - (a) <u>Seller's Deliveries</u>. Seller will execute and deliver to the Title Company for delivery to Purchaser on the Closing Date, the following:

- (i) Seller's fiduciary deed or limited warranty deed, as applicable ("Deed") in the form and substance reasonably approved by Purchaser;
- (ii) Appropriate transfer tax or other similar declarations, executed by Seller or Seller's agent in the form required pursuant to applicable law, and Seller will pay the amount of all transfer, deed, stamp and similar taxes imposed by governmental authorities having jurisdiction;
- (iii) A counterpart of a closing statement signed by Seller or Seller's agent;
- (iv) If required by the Title Company, a reasonable and customary owner's affidavit duly executed and acknowledged by Seller in form and content reasonably required by the Title Company;
- (v) A "FIRPTA" affidavit conforming to the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto, and if Seller fails to furnish such FIRPTA affidavit, Purchaser may withhold from the Purchase Price an amount sufficient to comply with the provisions of such Section; and
- (vi) Such other documents as may be reasonably necessary or appropriate to comply with this Agreement or reasonably required (by the Title Company or otherwise) to carry out its terms.
- (b) <u>Purchaser's Deliveries</u>. Purchaser will execute and deliver to the Title Company for delivery to Seller on the Closing Date, the following:
 - (i) The balance of the Purchase Price after taking into account a credit for all of the Earnest Money and Additional Deposit(s), plus or minus prorations and adjustments, by wire transfer or otherwise in immediately available funds;
 - (ii) Appropriate transfer tax or other similar declarations, executed by Purchaser or Purchaser's agent in the form required pursuant to applicable law;
 - (iii) A counterpart of a closing statement signed by Purchaser or Purchaser's agent;
 - (iv) Such other documents as may be reasonably necessary or appropriate to comply with this Agreement or reasonably required (by the Title Company or otherwise) to carry out its terms.
- 10. Prorations; Real Estate Taxes and Assessments.
- (a) <u>Prorations</u>. Seller shall be responsible for all real estate taxes and assessments, and penalties and interest, applicable to periods prior to the Closing and due and payable (or past due) as of the Closing. At the Closing, real estate taxes and assessments will be prorated as of the Closing Date on the basis of the greater of 110% of the then most recent ascertainable tax bill or the Purchase Price and credited by Seller to Purchaser. Seller shall be responsible for all utility fees and charges and all other expenses related to the operation of the Property prior to Closing. At Closing, Seller shall be responsible for all conveyance fees/transfer taxes due and recording fees in connection with the recording of the Deed, if any and any agricultural tax recoupments, if any.
- (b) <u>Pending Tax Contests</u>. From and after the Effective Date, Seller will not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property or any portion thereof without the prior written consent of Purchaser, which consent will not be unreasonably withheld, conditioned or delayed. Real estate tax assessment reductions, tax refunds and credits received after the Closing Date that are attributable to the tax year during which the Closing Date occurs will be prorated between Seller and Purchaser.

- (c) <u>Survival</u>. Seller's and Purchaser's respective obligations under this Section 10 will survive the Closing and the delivery of the Deed.
- 11. <u>No Agreements</u>. Seller will not make any agreements with, grant rights to any other party, governmental or private, or take any other actions, which will prevent or limit the right of Purchaser, or its lessees, invitees, successors or assigns, to use the Property, or any portion thereof, or to obtain any such consents or approvals for or in connection with the Intended Uses. The foregoing covenant will survive the Closing and delivery of the Deed.

12. Conditions of Closing.

- (a) <u>Purchaser's Closing Conditions</u>. The obligation of Purchaser to consummate the transaction contemplated under this Agreement is expressly subject to and contingent upon the occurrence of each and every one of the following conditions precedent:
 - (i) Purchaser or the Title Company, as applicable, will have received the items set forth in Section 9(a) hereof.
 - (ii) The Title Insurer will have committed to issue the Title Policy, dated as of the Closing Date and showing fee simple title in Purchaser, subject only to the Permitted Encumbrances, and otherwise in accordance with the provisions of and containing the extended coverage and all of the endorsements specified in Section 5(a) and 5(b) hereof.
 - (iii) Purchaser will have found the status of title to the Property and the Survey to be acceptable, with the Survey being free of defects, or Seller will have made title and the Survey acceptable, in accordance with the provisions of Section 5(d) hereof.
 - (iv) All representations and warranties of Seller will be true and correct as of the Closing Date.
 - (v) Seller will have complied with all terms, provisions and conditions of this Agreement.
- (b) <u>Purchaser's Right to Terminate</u>. In the event any of the foregoing conditions has not been fulfilled or expressly waived in writing by Purchaser, then in addition to any other remedy available to Purchaser, Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date. In the event of any such termination of this Agreement, and anything in this Agreement to the contrary notwithstanding, all of the Earnest Money and Additional Deposit(s) and all accrued interest thereon, will be promptly returned to Purchaser, without limiting Purchaser's other remedies under this Agreement and otherwise at law or in equity.
- (c) <u>Seller's Closing Conditions</u>. The obligation of Seller to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:
 - (i) Seller or the Title Company, as applicable, will have received the items set forth in Section 9(b) hereof.
 - (ii) All representations and warranties of Purchaser will be true and correct as of the Closing Date.
 - (iii) Purchaser will have complied with all terms and conditions of this Agreement.
- (d) <u>Seller's Right to Terminate</u>. In the event any of the foregoing conditions has not been fulfilled or expressly waived in writing by Seller, then, Seller may terminate this Agreement by giving written notice to Purchaser on or before the Closing Date. In the event of any such termination of this Agreement, to the contrary notwithstanding, as Seller's sole remedy and as liquidated damages and not as a penalty, it being hard to calculate Seller's actual damages, all of the Earnest Money and Additional Deposit(s) will be paid to Seller.

13. Default.

- Default by Seller. IF SELLER BREACHES ITS OBLIGATION TO COMPLETE THE SALE (a) AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR TWO BUSINESS DAYS AFTER PURCHASER'S DELIVERY TO SELLER OF WRITTEN NOTICE THEREOF, THEN PURCHASER WILL BE ENTITLED TO ALL REMEDIES AVAILABLE TO IT UNDER THIS AGREEMENT AND OTHERWISE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE REMEDY OF SPECIFIC PERFORMANCE. SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT THE PROPERTY IS UNIQUE IN NATURE AND A FAILURE BY SELLER TO PERFORM THE TERMS OF THIS AGREEMENT WILL MATERIALLY AND IRREPARABLY INJURE, AND RESULT IN THE SUFFERING OF A MATERIAL LOSS BY, PURCHASER, AND THAT SUCH INJURY AND LOSS CANNOT BE FULLY OR ADEQUATELY COMPENSATED BY THE PAYMENT OF MONEY OR BY AN AWARD OF DAMAGES. EACH PARTY THEREFORE ACKNOWLEDGES AND AGREES THAT IF SELLER SHOULD BREACH ITS OBLIGATIONS TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY HEREUNDER, PURCHASER SHALL BE ENTITLED TO THE SPECIFIC PERFORMANCE OF THIS AGREEMENT. IN ADDITION, IN THE EVENT PURCHASER TERMINATES THIS AGREEMENT DUE TO (I) A SELLER DEFAULT, (II) A REPRESENTATION OR WARRANTY OF SELLER BEING UNTRUE WHEN MADE AS OF THE EFFECTIVE DATE, OR (III) A REPRESENTATION OR WARRANTY OF SELLER BECOMING UNTRUE DUE TO A MATTER THAT WAS CAUSED OR PERMITTED BY SELLER, THEN SELLER SHALL REIMBURSE PURCHASER FOR ALL THIRD-PARTY OUT-OF-POCKET COSTS AND EXPENSES AND ALL OTHER DAMAGES INCURRED BY PURCHASER AS A RESULT THEREOF.
- (b) <u>Default by Purchaser</u>. IF PURCHASER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR TWO BUSINESS DAYS AFTER SELLER'S DELIVERY TO PURCHASER OF WRITTEN NOTICE THEREOF, THEN SELLER'S SOLE AND EXCLUSIVE REMEDY WILL BE TO TERMINATE THIS AGREEMENT AND RECEIVE ALL OF THE EARNEST MONEY AND ADDITIONAL DEPOSIT, IF ANY, AS LIQUIDATED DAMAGES. SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER IN THE EVENT PURCHASER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF ANY PROPERTY PARCEL HEREUNDER. SELLER AND PURCHASER THEREFORE AGREE THAT A REASONABLE PRESENT ESTIMATE OF THE NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT PURCHASER BREACHES SUCH OBLIGATION IS AN AMOUNT OF MONEY EQUAL TO ALL OF THE EARNEST MONEY, WHICH WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES.
- 14. <u>Condemnation</u>. In the event that, between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are instituted that might result in the taking of all or any portion of the Property, Seller will immediately notify Purchaser in writing of such occurrence, and thereupon Purchaser may elect (in its sole and absolute discretion) to:
 - (a) terminate this Agreement, in which case all rights and obligations of the parties hereunder will cease, and all of the Earnest Money and Additional Deposit, and all accrued interest thereon, will be promptly paid to Purchaser; or
 - (b) elect to consummate the transaction with respect to the Property and require Seller to deliver to Purchaser a duly executed assignment, in form and substance satisfactory to Purchaser, of all proceeds payable as a result of Seller's right to receive any condemnation award.

Purchaser will have 30 days after the date of its receipt of written notice of such institution of proceedings within which to exercise its rights under this Section 14. If the Closing is scheduled to occur within such 30-day period, the Closing will be delayed until Purchaser makes such election, and if Purchaser elects to consummate the transaction, the Closing Date will be adjusted accordingly.

- 15. <u>Covenants of Seller</u>. Between the Effective Date and the Closing Date, or earlier termination of this Agreement, Seller will:
 - (a) not, without first obtaining the written consent of Purchaser (which consent may be given or withheld in Purchaser's sole and absolute discretion), promote, solicit, entertain or negotiate with respect to any offers for the sale, lease or other conveyance of, or enter into any contracts, leases or other agreements pertaining to, the Property or any portion thereof or interest therein;
 - (b) comply with all laws, ordinances, regulations and restrictions affecting the Property or any portion thereof (including, without limitation, the use thereof);
 - (c) comply with the terms of all mortgages, liens, pledges, licenses, easements and other similar encumbrances affecting the Property or any portion thereof;
 - (d) not create or permit to be created any mortgage (or amendment to any existing mortgage), lien, pledge, lease, license, easement or other similar encumbrance in any way affecting the Property or any portion thereof;
 - (e) not cause or permit the physical condition of the Property or any portion thereof to change materially from the physical condition thereof as of the Effective Date;
 - (f) not cause or permit (i) the Property or any portion thereof to be used for the treatment, transportation, storage, handling or disposal of any Hazardous Materials, (ii) the Property or any portion thereof to appear on any federal or state registry of inactive hazardous waste site, or (iii) any notice or claim to be made by the federal or any state government concerning the release or alleged release of Hazardous Materials at the Property, or any portion thereof;
 - (g) not commit any waste or nuisance upon the Property, or any portion thereof and operate and maintain the Property in the condition as of the Effective Date, normal wear and tear excepted; and
 - (h) comply with all reasonable requirements of the Title Company in connection with its insurance hereunder.
- 16. <u>Notices</u>. Any notice or other communication in connection with this Agreement will be in writing and will be sent by United States certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier guaranteeing next day delivery, by electronic transmission, or by personal delivery, properly addressed as follows:

If to Purchaser: Rock

Rocky Point Partners LLC

2726 Kent Road Columbus Ohio 43221 Attn. Tom Obrien

With a copy to:

Kooperman Mentel Fergusson Yaross

250 E. Town Street, Suite 200 Columbus Ohio 43215

Attention: Ryan Crossley

E-Mail: rcrossley@kmfylaw.com

If to Seller:

With a copy to:

All notices will be deemed given three business days following deposit in the United States mail with respect to certified or registered letters, one business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or by electronic transmission (with proof of transmission). Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

- 17. <u>Miscellaneous</u>.
- (a) Recording. This Agreement shall not be recorded.
- (b) <u>Counterpart; Electronic Transmission</u>. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. To facilitate execution of this Agreement, the parties may execute and deliver counterparts hereof (or counterparts of the signature page or pages hereof) by facsimile or electronic transmission, and such facsimile or electronically transmitted counterparts will be binding and enforceable to the same extent as originals thereof.
- (c) <u>Section Headings</u>. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
- (d) <u>Entire Agreement; No Waiver</u>. This written Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that can or will modify this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties.
- (e) <u>Severability</u>. The unenforceability or invalidity of any provisions hereof will not render any other provisions herein contained unenforceable or invalid.
- (f) Assignment. Purchaser may assign this Agreement and its rights hereunder, and may appoint a designee or nominee, without Seller's consent; provided, however, that Purchaser will promptly notify Seller, in writing, of any such assignment or appointment; and provided further, however, that upon any such assignment or appointment by Purchaser shall not be released from any liability hereunder until consummation of the Closing. Notwithstanding anything to the contrary in this Agreement, prior to Closing Seller may convey the Property to Kirk A. Lindsey subject to Seller assigning, and Kirk A. Lindsey assuming, all of Seller's rights and obligations under this Agreement in a form and substance reasonably acceptable to Purchaser, and provided that the form of the deed to be delivered at Closing under this Agreement shall automatically be deemed to be revised to be a limited warranty deed (including release of dower rights, if any) and not the fiduciary deed that Seller would be required to deliver in the absence of the transfer of the Property from Seller to Kirk A. Lindsey.
 - (g) <u>Brokers</u>. With respect to real estate brokers:
 - (i) Seller and Purchaser represent and warrant to the other that there are no real estate brokers or agents involved with this Agreement, except for The Robert Weiler Company representing Purchaser ("Broker"). Seller shall pay at Closing, if any, to Broker pursuant to a separate agreement a fee equal to 3% of the Purchase Price. Purchaser and Seller agree to indemnify, defend and hold harmless one another against any loss, liability, damage, claim or expense (including, without limitation, reasonable attorney fees and court costs) incurred by reason of any brokerage commission, finder's fee or other compensation alleged to be payable because of any act, or omission or statement of the indemnifying party other than the commission to Broker. Alex Marsh is an agent for Broker and is a principal of Purchaser.
- (h) <u>Governing Law.</u> This Agreement will be construed and enforceable in accordance with the laws of the State of Ohio, without application of its choice of law rules. The parties hereby consent and submit to personal jurisdiction of any appropriate state court sitting in Licking County, Ohio in any suit, action or proceeding arising out of or relating to this Agreement.

- (i) <u>Binding Nature</u>. This Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- (j) <u>Survival</u>. This Agreement and the provisions, representations and warranties herein set forth will survive the Closing and delivery of the Deed, except as otherwise provided in this Agreement.
- (k) <u>Time of Essence</u>. Time is of the essence of this Agreement. Any date or deadline falling a federal holiday, Saturday or Sunday will be extended to the next business day.
- (l) <u>Attorneys' Fees and Costs; Prevailing Party</u>. In the event of any dispute regarding this Agreement or any claimed default or breach of the terms or conditions of this Agreement, the prevailing party in any action related to such dispute will be entitled to recover reasonable costs and attorneys' fees incurred by such prevailing party in connection with such dispute.
- (m) As-Is Sale. EXCEPT AS SET FORTH HEREIN, IN PURCHASING THE PROPERTY, PURCHASER SHALL RELY SOLELY ON (I) ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND (II) ITS OWN KNOWLEDGE OF THE PROPERTY BASED ON ITS INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY. EXCEPT AS SET FORTH HEREIN, PURCHASER HAS CONDUCTED OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS PURCHASER HAS DEEMED OR WILL DEEM NECESSARY, INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY AND SHALL RELY SOLELY ON SUCH INDEPENDENT INVESTIGATIONS OF THE PROPERTY. EXCEPT AS SET FORTH HEREIN, PURCHASER ACKNOWLEDGES AND AGREES THAT AT CLOSING THE PROPERTY SHALL BE ACCEPTED BY PURCHASER IN "AS-IS, WHERE-IS," CONDITION, WITH ALL FAULTS, AND SUBJECT TO ANY AND ALL DEFECTS. THE TERMS AND CONDITIONS OF THIS SECTION 17(M) SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.
- (n) 1031 Exchange. Seller and Purchaser shall each have the right to cause the Closing to occur as part of a "like-kind" exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Seller and Purchaser agree to cooperate with each other in effecting a qualifying like-kind exchange; provided, however, that said exchange shall be at no cost, expense or liability to the other party. In no event shall the ability of a party to effect an exchange be a condition precedent to that party's obligations under this Agreement.
- (o) <u>Drop Down or Entity Transfer.</u> Purchaser, at Purchaser's option and sole cost may elect to complete the Transaction through a (i) a so called "drop down" or "drop and swap" where the Seller will form a single-member Ohio limited liability company ("Newco"), Seller shall deed the Property in to Newco, and Seller shall sell and Purchaser shall purchase 100% of the membership interests in the Newco, or (ii) purchaser of Seller's existing entity ("Entity Purchase"). Purchaser shall pay the legal fees associated with formation of Newco and will draft the documents necessary for the so-called drop-down transaction, or the legal fees to draft the documents necessary to accomplish the Entity Purchase. Upon either Purchaser's election to proceed with the drop-down transaction or the Entity Purchaser, Seller will issue standard representations, warranties and indemnifications to the Purchaser concerning Newco and Seller's (or its members', as applicable) interest therein, as applicable.

[Signatures on following page]

In witness whereof, the parties hereto have caused this Agreement to be executed and delivered the day and the date first above written.

Seller:
The Estate of John R. Lindsey By: Name: Its:5/29/2024 Date:
Kirk A. Lindsey joins in the execution of this Agreement to consent to the terms of Section 17(f) above, and agrees to be bound to the terms of this Agreement in the event the Property is transferred to Kirk A. Lindsey pursuant to Section 17(f) above: By: Kirk A. Lindsey, an individual
Purchaser:
Rocky Point Partners LLC, An Ohio limited liability company Docusioned by: Tom O'Brick By: 447066F654B6461en
Its:5/30/2024 Date:5/30/2024

Exhibit A -- Legal Description of the Property

Situated in the State of Ohio and County of Licking and more particularly described on Exhibit A attached hereto and incorporated herein.

Parcel No. 1

Parcel No. 054-225738-00.000

Street Address: 2236 River Road, Newark, Ohio 43055

Prior Instrument Reference: Instrument No. 198703020002786, Official Record Volume

150, page 707 of the Deed Records of Licking County, Ohio.

Parcel No. 2

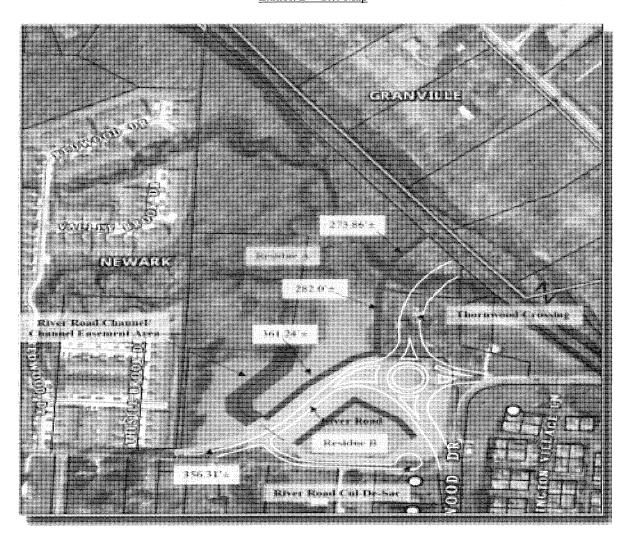
Parcel No. 054-225744-00.000

Street Address: Reddington Road, Newark, Ohio 43055

Prior Instrument Reference: Instrument No. 198703020002786, Official Record Volume

150, page 707 of the Deed Records of Licking County, Ohio.

Exhibit B - Site Map



TRANSFERRED Jun 30, 2023

Michael L. Smith

SEC 319.902 COMPLIED WITH MICHAEL L. SMITH

EX F

InstrID:202306300011547 6/30/2023 Pages:22 1:51 PM F: \$194.00 T20230013135 Bryan A. Long

Licking County Recorder

I certify that this is a true copy of the original Lecrify that this is a true copy of the control of

CHANGING COUNTY OHIO

PLEAS COURTS LICKING CO. OHID

CLERK COMMOR

2023 JUN - 1 AM 11: NU

OLIVIA C. PARKINSON CLERK

CITY OF NEWARK, OHIO,

DESCRIPTION APPROVED JARED N. KNERR LICKING COUNTY ENGINEER

Approved By JW Jun 22, 2023

Plaintiff,

Deputy

CASE NO. 2022 CV 01019 Judge W. David Branstool

THE ESTATE OF JOHN R. LINDSEY, ET AL.

AGREED JUDGMENT ENTRY

Defendants.

AGREED JUDGMENT ENTRY AND ENTRY GRANTING A 1.294 ACRE FEE SIMPLE WARRANTY DEED FOR CONSTRUCTION OF A PUBLIC ROADWAY, RESERVATION OF EXISTING ACCESS; A 2.907 ACRE FEE SIMPLE WARRANTY DEED WITH LIMITATION OF EXISTING ACCESS FOR CONSTRUCTION OF A PUBLIC ROADWAY; A 1.044 ACRE FEE SIMPLE WARRANTY LIMITATION OF EXISTING ACCESS; A 0.654 PERMANENT CHANNEL EASEMENT; AND A $0.015\,\mathrm{ACRE}$ TEMPORARY CONSTRUCTION EASEMENT FOR THE PURPOSE OF CONSTRUCTING THE PUBLIC ROADWAY TO THE CITY OF NEWARK, OHIO

Defendants the Estate of John R. Lindsey and Kirk Lindsey (the "Property Owners"), and Plaintiff, City of Newark, Ohio (the "City") (together, the "Parties") have agreed upon the consideration to be paid to the Property Owners in the Complaint for Appropriation in this matter. The Parties have agreed that the Property Owners shall be paid the total sum of \$975,000,00, inclusive of the initial deposit by the City, as total monetary compensation for a 1,294 acre fee simple warranty deed for construction of a public roadway, with reservation of existing access; a 2.907 acre fee simple warranty deed with limitation of existing access for construction of a public roadway; a 1.044 acre fee simple warranty deed with limitation of existing access: a 0.654 acre permanent channel easement; and a 0.015 acre temporary construction easement for the purposes of constructing the public roadway, all as described in the attached Exhibit (the "Property Interests"), and any alleged damage to the residue of the subject property.

In addition to the terms provided herein and below, the Property Owners agree to release all claims for further compensation, including interest and any damage to residue of the subject property at issue in this action, resulting from the appropriation of the Property Interests.

Accordingly, it is hereby ORDERED, ADJUDICATED, AND DECREED that:

- The Estate of John R. Lindsey and Kirk Lindsey whose address is 54 E. Russell 1. Street, Columbus, Ohio 43215, for valuable consideration paid, grants, to the City of Newark, Ohio, whose tax mailing address is 40 W. Main Street, Newark, Ohio 43055, the following real property, with full release of dower, if applicable: an interest in the real estate described in Exhibit "A" attached hereto consisting of a 1.294 acre fee simple warranty deed for construction of a public roadway, with reservation of existing access; a 2.907 acre fee simple warranty deed with limitation of existing access for construction of a public roadway; a 1.044 acre fee simple warranty deed with limitation of existing access; a 0.654 acre permanent channel easement; and a 0.015 acre temporary construction easement for the purposes of constructing the public roadway. The temporary easements shall last for a period of twenty-four months, commencing on the date construction begins on the subject property. The City of Newark, Ohio, its agents, employees, independent contractors, and successors and assigns shall have the right to enter on and use the temporary easement in connection with the performance of certain work on said property, including grading and construction work, and for any other purpose reasonably necessary in connection with the same. Upon termination of the aforementioned activities, the City shall, at its sole cost and expense, restore the temporary easement area as nearly as reasonably practicable to the condition in which it existed prior to the entry thereon.
- 2. The Clerk of this Court ("Clerk") shall submit to the City a certified copy of this Entry. Upon receipt of this Entry, the City shall: a) obtain any necessary approval from the

Licking County Engineer of the Legal Descriptions; b) prepare and present to the Licking County

Auditor ("Auditor") a Statement of Reason for the Exemption from Real Property Conveyance

Fee pursuant to Ohio Revised Code §319.54(G), if necessary; c) comply with all applicable

provisions of the Ohio Revised Code and all applicable rules and regulations of the Auditor and

the County Recorder for Licking County ("Recorder"); and d) file a certified copy of this Entry

with the Recorder at the City's cost as set forth in paragraph three below. The Property Owners

shall remain responsible for the payment of all real estate taxes, except for those interest acquired

by the City in fee simple. The 1.294-acre fee simple warranty deed for public right-of-way, 2.907-

acre fee simple warranty deed for public right-of-way, and 1.044-acre fee simple warranty deed

being acquired by the City shall be held as public right-of-way and shall be removed from the

County's tax records upon recording of this instrument.

3. All Auditor's transfer fees and the Recorder's recordation fees charged pursuant to

Ohio Revised Code §§163.15 and 163.16, shall be paid directly by the City to the Auditor and

Recorder, and the City shall also pay all court costs accrued herein to the Clerk.

4. The City previously deposited with the Court \$367,725.00. The remaining balance

of \$607,275.00 shall be deposited with the Court, and the total deposit shall thereafter be

automatically disbursed to the Property Owners by check made payable to "Vorys Trust." The

Clerk of Courts shall contact Property Owners' counsel John Kuhl at 614-464-5646 to make

arrangements to pick up the check.

5. A record shall be made of these proceedings according to law, and there is no just

cause for delay.

JUDGE'W. DAVID BRANSTOOL

APPROVED BY:

/s/ Yazan S. Ashrawi
Yazan S. Ashrawi (0089565)
Jesse J. Shamp (0097642)
FROST BROWN TODD LLC
10 West Broad Street, Suite 2300
Columbus, OH 43215-3484
614-464-1211 (phone)
614-464-1737 (fax)
yashrawi@fbtlaw.com
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Attorneys for the City of Newark, Ohio

/s/ John M. Kuhl
Joseph R. Miller (0068463)
John M. Kuhl (0080966)
Vorys, Sater, Seymour and Pease LLP:
52 E. Gay Street, P.O. Box 52 1008
Columbus, OH 43216-1008
Telephone: (614) 464-6400
Facsimile: (614) 719-5129
Attorney for the Property Owners

IN COMPLIANCE WITH CIVIL RULE 58, IT IS VERIFIED THAT COPIES HAVE BEEN SENT TO PARTIES AND/OR THEIR ATTORNEY OF RECORD IN A MANNER PRESCRIBED BY CIVIL RULE 5(B) ON THIS DAY OF 1 20 2 3

0137955.0756957 4884-8705-3925v4

Page 1 of 4 Rev. 06/09

LPA RX 851 WD

PID 87642

Ver. Date 4/12/21

PARCEL 11-WD
LIC-THORNWOOD CROSSING
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF NEWARK, LICKING COUNTY, OHIO

Grantor/Owner, for himself and his 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 the premises follows]

Situated in the State of Ohio, County of Licking, City of Newark, also known as being part of Lot 1, Second Range, Licking Land Company Survey of the Fourth Quarter of Granville Township (Township 2-N, Range 13-W), United States Military Lands, also known as being part of the property conveyed to John R. Lindsey by Official Record 150, Page 707 of the Licking County Recorder's Office (Licking County Auditor's Parcei Numbers 054-225738-00.000 and 054-225744-00.000), being Parcel 11-WD on both sides of the proposed centerline of Right-of-Way of Township Road 134 ("Thornwood Drive" Right-of-Way Variable) and both sides of the proposed centerline of Right-of-Way of Township Road 131 ("River Road" Right-of-Way Variable) and both sides of the proposed centerline of Right-of-Way of the River Road Cul-de-Sac as shown on the City of Newark Right-of-Way Plans for LIC-THORNWOOD CROSSING (PID 87642) and being more particularly described as follows:

Beginning at an Iron Pin Set in a Monument Box at the southeasterly corner of said Lot 1, Second Range, said point being the northeasterly corner of Lot 1, First Range, of said Fourth Quarter of Granville Township, in the westerly line of the Third Quarter of Newark Township (Township 2-N, Range 12-W), said point also being a southeasterly corner of said Lindsey property, said point also being in the westerly line of the property conveyed to the City of Newark by Instrument Number 200410110036733 of the Licking County Recorder's Office (Licking County Auditor's Parcel Number Not Assigned), said point also being in the intersection of the existing centerline of Right-of-Way of said River Road with the existing centerline of Right-of-Way of said River Road and Station 143+35.00 of the existing centerline of Right-of-Way of said Thornwood Drive and 10.29 feet right of Station 45+79,40 of the proposed centerline of Right-of-Way of said Thornwood Drive;

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LPA RX 851 WD

Thence along the southerly line of said Lindsey property (Parcel Numbers 054-225744-00.000 and 054-225738-00.000), said southerly line being the southerly line of said Lot 1, Second Range, the north line of said Lot 1, First Range, and the existing centerline of Right-of-Way of said River Road, North 85 degrees 53 minutes 16 seconds West, 891.10 feet to the southwesterly corner of said Lindsey property (Parcel Number 054-225738-00.000), said point also being the southwesterly corner of said Lot 1, Second Range, the southeasterly corner of Lot 2, Second Range of said Fourth Quarter of Granville Township, and the southeast corner of the property conveyed to Newark Two LLC by Instrument Number 201711070024120 of the Licking County Recorder's Office, (Licking County Auditor's Parcel Number 056-045684-00.000), said point being 2.14 feet right of Station 91+25.56 of the proposed centerline of Right-of-Way of said River Road and Station 134+43.90 of the existing centerline of Right-of-Way of said River Road;

Thence along the westerly line of said Lindsay property (Parcel Number 054-225738-00.000), said westerly line being the easterly line of said Newark Two LLC property (Parcel Number 056-045684-00.000), the westerly line of said Lot 1, Second Range, and the easterly line of said Lot 2, Second Range, North 03 degrees 44 minutes 13 seconds East, 47.15 feet (passing over a 1/2-Inch Rebar Found 27.97 feet left of Station 91+25.90 of the proposed centerline of Right-of-Way of said River Road) to an Iron Pin Set, said point being 45.00 feet left of Station 91+26.41 of the proposed centerline of Right-of-Way of said River Road;

Thence crossing said Lindsey property (Parcel Numbers 054-225738-00.000 and 054-225744-00.000), along a curve to the left, non-tangent to the previous course, having the following curve elements: Radius: 475.87 feet; Delta: 33 degrees 43 minutes 31 seconds; Chord: 276.08 feet bearing North 75 degrees 50 minutes 15 seconds East; an arc distance of 280.11 feet (passing over an Iron Pin Set in the easterly line of said Lindsey property (Parcel No. 054-225738-00.000), said easterly line being said westerly line of Lindsey property (Parcel No. 054-225744-00.000), said point being 45.00 feet left of station 91+81.15 of the proposed centerline of Right-of-Way for said River Road) to an Iron Pin Set, said point being 45.00 feet left of Station 94+33.00 of the proposed centerline of Right-of-Way for said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00,000), North 04 degrees 02 minutes 46 seconds East, 18.48 feet to an Iron Pin Set, said point being 60.00 feet left of Station 94+45.00 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), North 44 degrees 07 minutes 22 seconds East, 57.72 feet to an Iron Pin Set, said point being 70.00 feet left of Station 95+10.00 of the proposed centerline of Right-of-Way of said River Road;

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LPA RX 851 WD

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), South 39 degrees 29 minutes 42 seconds East, 145.00 feet to an Iron Pin Set, said point being 75.00 feet right of Station 95+10.00 of the proposed centerline of Right-of-Way of said River Road and 62.92 feet left of Station 10+79.35 of the proposed centerline of Right-of-Way of said River Road Cul-de-sac;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), South 27 degrees 14 minutes 50 seconds East, 58.34 feet to an Iron Pin Set, said point being 35.00 feet left of Station 11+57.00 of the proposed centerline of Right-of-Way of said River Road Culde-Sac;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), South 85 degrees 59 minutes 16 seconds East, 232.64 feet to an Iron Pin Set, said point being 40.00 feet left of Station 14+00.00 of the proposed centerline of Right-of-Way of said River Road Culde-sac;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), North 51 degrees 53 minutes 04 seconds East, 135.20 feet to an Iron Pin Set, said point being 55.00 feet left of Station 47+61.82 of the proposed centerline of Right-of-Way of said Thornwood Drive:

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), North 60 degrees 13 minutes 34 seconds East, 146.53 feet to an Iron Pin Set in the easterly line of said Lindsey property, said easterly line also being the easterly line of said Lot 1, Second Range, the westerly line of said Third Quarter of Newark Township, the westerly line of said City of Newark property, and the existing centerline of Right-of-Way of said Thornwood Drive, said point being 91.53 feet right of Station 47+61.82 of the proposed centerline of Right-of-Way of said Thornwood Drive and Station 204+13.49 of the existing centerline of Right-of-Way of said Thornwood Drive;

Thence along the easterly line of Lindsey property (Parcel Number 054-225744-00.000), South 02 degrees 08 minutes 17 seconds West, 214.69 feet to the True Place of Beginning, containing 1.910 acres, more or less, of which the present road occupies 0.616 acres, more or less, of which 0.056 acres is contained within Licking County Auditor's Parcel Number 054-225738-00.000 and of which 1.854 acres is contained within Licking County Auditor's Parcel Number 054-225744-00.000.

Subject to any and all easements, rights-of-way, conditions and restrictions of record.

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LPA RX 851 WD

All Iron Pins Set are 3/4-Inch by 30-Inch Reinforcing Rod with a 2" Aluminum Cap Stamped PS NO. 7611 SMART SERVICES, INC." "CITY OF NEWARK R/W

The Gross Take from Licking County Auditor's Parcel Number 054-225738-00.000 is 0.056 acres.

The P.R.O. in Take from Licking County Auditor's Parcel Number 054-225738-00,000 is 0.029 acres.

The Gross Take from Licking County Auditor's Parcel Number 054-225744-00.000 is 1.854 acres.

The P.R.O. in Take from Licking County Auditor's Parcel Number 054-225744-00,000 is 0.587 acres.

Bearings shown hereon are based upon the Ohio State Plane Coordinate System, South Zone, NAD83(2011) and are intended to be used only to determine angles.

Address: 2236 River Road Newark, Ohio 43055

This description was prepared by Smart Services, Inc. in February 2021 under the direct supervision of Brian D. Smart, P.S. 7611 and is based upon actual field measurements performed by Smart Services, Inc. in April, 2018 under the direct supervision of Brian D. Smart, P.S. 7611.

BRIAN D. SMART

REG, SURVEYOR NO. 7611

PRE-APPROVAL LICKING COUNTY ENGINEER

APPROYED APPROVED BY: DATE:

Page 1 of 4

LPA RX 879 CH

Rev. 06/09

Ver. Date 4/12/21

PID 87642

PARCEL 11-CH LIC-THORNWOOD CROSSING PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN A CHANNEL IN THE NAME AND FOR THE USE OF THE CITY OF NEWARK, LICKING COUNTY, OHIO

A perpetual easement for the construction and maintenance of a perpetual watercourse, ditch, channel or other drainage facility upon the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Licking, City of Newark, also known as being part of Lot 1, Second Range, Licking Land Company Survey of the Fourth Quarter of Granville Township (Township 2-N, Range 13-W), United States Military Lands, also known as being part of the property conveyed to John R. Lindsey by Official Record 150, Page 707 of the Licking County Recorder's Office (Licking County Auditor's Parcel Numbers 054-225738-00.000 and 054-225744-00.000), being Parcel 11-CH on the left side of the proposed centerline of Right-of-Way of Township Road 131 ("River Road" Right-of-Way Variable) as shown on the City of Newark Right-of-Way Plans for LIC-THORNWOOD CROSSING (PID 87642) and being more particularly described as follows:

Beginning for Reference at the southwesterly corner of said Lot 1, Second Range, said point being the southeasterly corner of Lot 2, Second Range of said Fourth quarter of Granville Township, in the northerly line of Lot 1, First Range of said Fourth Quarter of Granville Township, the southwesterly corner of said Lindsey property (Parcel Number 054-225738-00.000), and the southeasterly corner of the property conveyed to Newark Two LLC by Instrument Number 201711070024120 of the Licking County Recorder's Office, (Licking County Auditor's Parcel Numbers 056-045684-00.000), said point also being 2.14 feet right of Station 91+25.56 of the proposed centerline of Right-of-Way of said River Road and Station 134+43.90 of the existing centerline of Right-of-Way of said River Road (Existing Right-of-Way 50 feet);

Thence along the westerly line of said Lindsey property (Parcel Number 054-225738-00.000), said westerly line being the easterly line of said Newark Two LLC property (Parcel Number 056-045684-00.000), the easterly line of said Lot 2, Second Range, and the westerly line of said Lot

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LPA RX 879 CH

1, Second Range, North 03 degrees 44 minutes 13 seconds East, 47.15 feet (passing over a 1/2-Inch Rebar Found 27.97 feet left of Station 91+25.90 of the proposed centerline of Right-of-Way of said River Road) to an Iron Pin Set, said point being 45.00 feet left of Station 91+26.41 of the proposed centerline of Right-of-Way of said River Road;

Thence crossing said Lindsey property (Parcel Numbers 054-225738-00.000 and 054-225744-00.000), along a curve to the left, non-tangent to the previous course, having the following curve elements: Radius: 475.87 feet; Delta: 33 degrees 43 minutes 31 seconds; Chord: 276.08 feet bearing North 75 degrees 50 minutes 15 seconds Bast; an arc distance of 280.11 feet (passing over an Iron Pin Set in the easterly line of said Lindsey property (Parcel No. 054-225738-00.000), said easterly line being said westerly line of Lindsey property (Parcel No. 054-225744-00.000), said point being 45.00 feet left of station 91+81.15 of the proposed centerline of Right-of-Way for said River Road) to an Iron Pin Set, said point being 45.00 feet left of Station 94+33.00 of the proposed centerline of Right-of-Way for said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), North 04 degrees 02 minutes 46 seconds East, 18.48 feet to an Iron Pin Set, said point being 60.00 feet left of Station 94+45.00 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), North 44 degrees 07 seconds 22 minutes East, 2.64 feet to an Iron Pin Set, said point being 60.61 feet left of Station 94+47.90 of the proposed centerline of Right-of-Way of said River Road, said point also being the True Place of Beginning for the easement herein described;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), North 45 degrees 06 minutes 38 seconds West, 101.53 feet to an Iron Pin Set, said point being 159.09 feet left of Station 94+16.38 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Percel Number 054-225744-00.000), North 00 degrees 36 minutes 29 seconds East, 63.70 feet to an Iron Pin Set, said point being 214.74 feet left of Station 94+70.00 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), North 46 degrees 05 minutes 47 seconds East, 198.39 feet to an Iron Pin Set, said point being 206.52 feet left of Station 97+16.09 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000 and Parcel Number 054-225738-00.000), North 17 degrees 28 minutes 08 seconds East, 68.50 feet to an Iron Pin Set, said point being 238.59 feet left of Station 97+48.85 of the proposed centerline of Right-of-Way of said River Road;

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LPA RX 879 CH

Thence continuing crossing said Lindsey property (Parcel Number 054-225738-00.000 and Parcel Number 054-225744-00.000), North 86 degrees 35 minutes 32 seconds East, 74.92 feet to an Iron Pin Set, said point being 197.37 feet left of Station 97+80.34 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), South 17 degrees 28 minutes 08 seconds West, 113.06 feet to an Iron Pin Set, said point being 135.52 feet left of Station 97+26.15 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), South 46 degrees 05 minutes 47 seconds West, 170.06 feet to an Iron Pin Set, said point being 146.37 feet left of Station 95+48.69 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), South 00 degrees 39 minutes 59 seconds West, 28.34 feet to an Iron Pin Set, said point being 125.63 feet left of Station 95+22.54 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), South 45 degrees 06 minutes 38 seconds East, 54.54 feet to an Iron Pin Set on the proposed northerly Limited Access Right-of-Way line of said River Road, said point being 71.21 feet left of Station 95+27.21 of the proposed centerline of Right-of-Way for said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), along the proposed northerly Limited Access Right-of-Way line of said River Road, South 44 degrees 53 minutes 22 seconds West, 14.92 feet to an Iron Pin Set, said point being 70.00 feet left of Station 95+10.00 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property (Parcel Number 054-225744-00.000), along the proposed northerly Right-of-Way line of said River Road, South 44 degrees 07 minutes 22 seconds West, 55.08 feet to the True Place of Beginning, containing 0.654 acres, more or less, of which 0.642 acres is contained within Parcel Number 054-225744-00.000, and of which 0.012 acres is contained within Parcel Number 054-225738-00.000.

Subject to any and all easements, rights-of-way, conditions and restrictions of record.

All Iron Pins Set are 3/4-Inch by 30-Inch Reinforcing Rod with a 2" Aluminum Cap Stamped "
CITY OF NEWARK R/W PS NO. 7611 SMART SERVICES, INC."

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LPA RX 879 CH

The Gross Take from Licking County Auditor's Parcel Number 054-225744-00.000 is 0.642 acres.

The P.R.O. in Take for Licking County Auditor's Parcel Number 054-225744-00.000 is 0,000 acres.

The Gross Take from Licking County Auditor's Parcel Number 054-225738-00.000 is 0.012 acres.

The P.R.O. in Take for Licking County Auditor's Parcel Number 054-225738-00,000 is 0.000 acres.

Bearings shown hereon are based upon the Ohio State Plane Coordinate System, South Zone, NAD83(2011) and are intended to be used only to determine angles.

Address: 2236 River Road, Newark, Ohio 43055

This description was prepared by Smart Services, Inc. in February 2021 under the direct supervision of Brian D. Smart, P.S. 7611 and is based upon actual field measurements performed by Smart Services, Inc. in April, 2018 under the direct supervision of Brian D. Smart, P.S. 7611.

BRIAN D. SMART

REG. SURVEYOR NO. 7611

PRE-APPROVAL LICKING COUNTY ENGINEER

APPROVED BY:

DATE:

OVAL MANAGER

7611 9/51E

With Hilling

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LPA RX 853 WL

PID 87642

Ver, Date 4/12/21

PARCEL 11-WL2
LIC-THORNWOOD CROSSING
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS
IN THE NAME AND FOR THE USE OF THE
CITY OF NEWARK, LICKING COUNTY, OHIO

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Licking, City of Newark, also known as being part of Lot 1, Second Range, Licking Land Company Survey of the Fourth Quarter of Granville Township (Township 2-N, Range 13-W), United States Military Lands, also known as being part of the property conveyed to John R. Lindsey by Official Record 150, Page 707 of the Licking County Recorder's Office (Licking County Auditor's Parcel Number 054-225744-00.000), being Parcel 11-WL2 on the left side of the proposed centerline of Right-of-Way of Township Road 131 ("Reddington Road." Right-of-Way 66 feet) and both sides of the proposed centerline of Right-of-Way of Thornwood Crossing (Right-of-Way Variable) as shown on the City of Newark Right-of-Way Plans for LIC-THORNWOOD CROSSING (PID 87642) and being more particularly described as follows:

Beginning for Reference at an Iron Pin Set in a Monument Box at the southeast corner of said Lot 1, Second Range, said point being the northeast corner of Lot 1, First Range, of said Fourth Quarter of Granville Township, in the westerly line of the Third Quarter of Newark Township (Township 2-N, Range 12-W), a southeasterly corner of said Lindsey property, said point also being in the intersection of the existing centerline of Right-of-Way of Township Road 131 ("River Road" Right-of-Way 50 feet) with the existing centerline of Right-of-Way of Township Road 134 ("Thornwood Drive" Right-of-Way 60 feet), said intersection being Station 143+35.00 of the existing centerline of Right-of-Way of said River Road and Station 201+98.80 of the existing centerline of Right-of-Way of said Thornwood Drive and 10.29 feet right of Station 45+79.40 of the proposed centerline of Right-of-Way of said Thornwood Drive;

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Thence along the easterly line of said Lot 1, Second Range, said easterly line being said westerly line of Third Quarter of Newark Township, an easterly line of sald Lindsey property, the westerly line of said City of Newark property, and the existing centerline of Right-of-Way of said Thornwood Drive, crossing through a portion of the property conveyed to David Mark Flinn and Candy C. Flinn by Instrument Number 201107280013884 of the Licking County Recorder's Office (Licking County Auditor's Parcel Number 054-232908-00.000), North 02 degrees 08 minutes 17 seconds East, 464.02 feet (passing over an Iron Pin Capped "FBA" Found in the intersection of the existing centerline of Right-of-Way of said Thornwood Drive with the existing centerline of said Reddington Road), said Intersection being Station 101+64.85 of the existing centerline of Right-of-Way of said Reddington Road and Station 206+00.00 of the existing centerline of Right-of-Way of said Thornwood Drive and 8,62 feet left of Station 101+45.59 of the proposed centerline of Right-of-Way of said Reddington Road) (passing over a 5/8-Inch rebar found on the existing northerly Right-of-Way line of said Reddington Road, said point being 38.46 feet left of Station 101+50.04 of the proposed centerline of Right-of-Way of said Reddington Road) to a southerly corner of said Lindsey property, said point being in an easterly line of said Flinn property and a southwesterly corner of the property conveyed to Steven V. Cannon and Jennifer L. Posey by Official Record 280, Page 243 of the Licking County Recorder's Office (Licking County Auditor's Parcel Number 054-228294-00.000), said point also being 70,74 feet left of Station 101+56.18 of the proposed centerline of Right-of-Way of said Reddington Road and 140.10 feet right of Station 50+79.80 of the proposed centerline of Right-of-Way of sald Thornwood Crossing, said point also being the True Place of Beginning for the parcel herein described:

Thence along a southerly line of said Lindsey property, and a northerly line of said Flinn property, North 28 degrees 15 minutes 19 seconds West, 30.28 feet to 3/4-Inch Iron Pipe Found at a corner of said Lindsey property, said point being a corner of said Flinn property, said point also being 98.79 feet left of Station 101+41.12 of the proposed centerline of Right-of-Way of said Reddington Road and 123.65 feet right of Station 51+03.25 of the proposed centerline of Right-of-Way of said Thomwood Crossing;

Thence along a westerly line of said Lindsey property, and an easterly line of said Flinn property, North 02 degrees 08 minutes 06 seconds East, 267.52 feet to a point, said point being a corner of said Lindsey property and the northeast corner of said Flinn property, said point being 100.49 feet right of Station 54+34.77 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence along a southerly line of said Lindsey property, and a northerly line of said Flinn property, North 81 degrees 26 minutes 17 seconds West, 238.92 feet to an Iron Pin Set at a corner of said Lindsey property and the northwest corner of said Flinn property, said point being

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125,59 feet left of Station 53+54.30 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence crossing said Lindsey property, North 24 degrees 53 minutes 03 seconds East, 141.20 feet to an Iron Pin Set, said point being 140.00 feet left of Station 54+50.00 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence crossing said Lindsey property, North 45 degrees 09 minutes 31 seconds East, 132.66 feet to an Iron Pin Set on the northeasterly line of said Lindsey property, said point being in the southwesterly line of the property conveyed to The Thomas J. Evans Foundation by Deed Book 809, Page 1018 of the Licking County Recorder's Office, (Licking County Auditor's Parcel Number 019-041262-02.000), said point being 150.00 feet left of Station 55+37.46 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence along the northerly line of said Lindsey property, and the southerly line of said Thomas J. Evans Foundation property, South 39 degrees 05 minutes 25 seconds East, 156.20 feet to an Iron Pin Set at a point of curvature, said point being 4.65 feet right of Station 55+57.86 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence along the northerly line of said Lindsey property, and the southerly line of said Thomas J. Evans Foundation property, being a curve to the left, tangent to the previous course, having the following curve elements: Radius: 4912.49 feet; Delta: 00 degrees 05 minutes 00 seconds; Chord: 7.14 feet bearing South 39 degrees 04 minutes 51 seconds East; an arc distance of 7.14 feet to an Iron Pin Set at a northeasterly corner of said Lindsey property, said point being on the easterly line of said Lot 1, Second Range and the westerly line of said Third Quarter of Newark Township, said point being a northerly corner of said Cannon property, said point also being 11.72 feet right of Station 55+58.87 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence along said easterly line of Lindsey property, the easterly line of said Lot 1, Second Range and the westerly line of said Third Quarter of Newark Township, and the westerly line of said Cannon property, South 02 degrees 08 minutes 17 seconds West, 424.72 feet to the True Place of Beginning, containing 1.044 acres, more or less, all of which is contained within Licking County Auditor's Parcel Number 054-225744-00.000.

Subject to any and all easements, rights-of-way, conditions and restrictions of record.

All Iron Pins Set are 3/4-Inch by 30-Inch Reinforcing Rod with a 2" Aluminum Cap Stamped "CITY OF NEWARK R/W PS NO. 7611 SMART SERVICES, INC."

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LPA RX 853 WL

The Gross Take from Licking County Auditor's Parcel Number 054-225744-00.000 is 1.044 acres.

The P.R.O. in Take from Licking County Auditor's Parcel Number 054-225744-00.000 is 0.000 acres.

Bearings shown hereon are based upon the Ohio State Plane Coordinate System, South Zone, NAD83(2011) and are intended to be used only to determine angles.

Address: 2236 River Road Newark, Ohio 43055

This description was prepared by Smart Services, Inc. in February 2021 under the direct supervision of Brian D. Smart, P.S. 7611 and is based upon actual field measurements performed by Smart Services, Inc. in April, 2018 under the direct supervision of Brian D. Smart, P.S. 7611.

BRIAN D. SMART

REG. SURVEYOR NO, 7611

PRE-APPROVAL LICKING COUNTY ENGINEER

APPROVED BY:

DATE:

Page I of 4

LPA RX 853 WL

Rev. 06/09

Ver. Date 4/12/2021

PID 87642

PARCEL 11-WL1
LIC-THORNWOOD CROSSING
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS
IN THE NAME AND FOR THE USE OF THE
CITY OF NEWARK, LICKING COUNTY, OHIO

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Licking, City of Newark, also known as being part of Lot 1, Second Range, Licking Land Company Survey of the Fourth Quarter of Granville Township (Township 2-N, Range 13-W), United States Military Lands, also known as being part of the property conveyed to John R. Lindsey by Official Record 150, Page 707 of the Licking County Recorder's Office (Licking County Auditor's Parcel Number 054-225744-00.000), being Parcel 11-WL1 on both sides of the proposed centerline of Right-of-Way of Township Road 134 ("Thornwood Drive" Right-of-Way Variable) and both sides of the proposed centerline of Right-of-Way Variable), both sides of the proposed centerline of Right-of-Way Variable), both sides of the proposed centerline of Right-of-Way Variable), and both sides of the proposed centerline of Right-of-Way of Thornwood Crossing (Right-of-Way Variable) as shown on the City of Newark Right-of-Way Plans for LIC-THORNWOOD CROSSING (PID 87642) and being more particularly described as follows:

Beginning for Reference at an Iron Pin Set in a Monument Box at the southeast corner of said Lot 1, Second Range, said point being the northeast corner of Lot 1, First Range, of said Fourth Quarter of Granville Township, in the westerly line of the Third Quarter of Newark Township (Township 2-N, Range 12-W), a southeasterly corner of said Lindsey property, and in the westerly line of the property conveyed to the City of Newark by Instrument Number 200410110036733 (No Auditor's Parcel Number Assigned), said point also being in the intersection of the existing centerline of Right-of-Way of Township Road 131 ("River Road" Right-of-Way 50 feet) with the existing centerline of Right-of-Way of Township Road 134 ("Thornwood Drive" Right-of-Way 60 feet), said intersection being Station 143+35.00 of the existing centerline of Right-of-Way of said River Road and Station 201+98.80 of the existing.

Page 2 of 4 Rev. 06/09

LPA RX 853 WL

centerline of Right-of-Way of said Thornwood Drive and 10,29 feet right of Station 45+79,40 of the proposed centerline of Right-of-Way of said Thornwood Drive;

Thence along the easterly line of Lot I, Second Range, said easterly line also being said westerly line of the Third Quarter of Newark Township, an easterly line of said Lindsey property, the westerly line of said City of Newark property, and the existing centerline of Right-of-Way of said Thornwood Drive, North 02 degrees 08 minutes 17 seconds East, 214.69 feet to an Iron Pin Set, said point being Station 204+13.49 of the existing centerline of Right-of-Way of said Thornwood Drive and 91.53 feet right of Station 47+61.82 of the proposed centerline of Right-of-Way of said Thornwood Drive, said point also being the True Place of Beginning for the parcel herein described:

Thence crossing said Lindsey property, South 60 degrees 13 minutes 34 seconds West, 146.53 feet to an Iron Pin Set, said point being 55.00 feet left of Station 47+61.82 of the proposed centerline of Right-of-Way of said Thornwood Drive;

Thence continuing crossing said Lindsey property, North 31 degrees 23 minutes 22 seconds West, 101.15 feet to an Iron Pin Set, said point being 68.00 feet left of Station 48+50.00 of the proposed centerline of Right-of-Way of said Thornwood Drive;

Thence continuing crossing said Lindsey property, North 55 degrees 29 minutes 50 seconds West, 155.60 feet to an Iron Pin Set, said point being 72.00 feet right of Station 97+85.00 of the proposed centerline of Right-of-Way of River Road (Right-of-Way Variable);

Thence continuing crossing said Lindsey property, South 44 degrees 08 minutes 56 seconds West, 264.51 feet to an Iron Pin Set, said point being 75.00 feet right of Station 95+10.00 of the proposed centerline of Right-of-Way of said River Road and 62.92 feet left of Station 10+79.35 of the proposed centerline of Right-of-Way of River Road Cul-de-sac (Right-of-Way Variable);

Thence continuing crossing said Lindsey property, North 39 degrees 29 minutes 42 seconds West, 145.00 feet to an Iron Pin Set, said point being 70.00 feet left of Station 95+10.00 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing said Lindsey property, North 44 degrees 53 minutes 22 seconds East, 201.20 feet to an Iron Pin Set, said point being 65.00 feet left of Station 97+21.50 of the proposed centerline of Right-of-Way of said River Road;

Thence continuing crossing sald Lindsey property, North 52 degrees 30 minutes 12 seconds East, 170.79 feet to an Iron Pin Set, said point being 84.60 feet left of Station 98+50.00 of the proposed centerline of Right-of-Way of said River Road;

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Thence continuing crossing said Lindsey property, North 67 degrees 49 minutes 01 seconds East, 70.45 feet to an Iron Pin Set at a corner of said Lindsey property, said point being the southwest corner of the property conveyed to David Mark Flinn and Candy C. Flinn by Instrument Number 201107280013884 of the Lioking County Recorder's Office, (Licking County Auditor's Parcel Number 054-232908-00.000), and being 101.73 feet left of Station 98+98.12 of the proposed centerline of Right-of-Way of said River Road and 114.23 feet left of Station 51+07.50 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence along a line of said Lindsey property, and the southerly line of said Flinn property, South 87 degrees 31 minutes 09 seconds East, 204.47 feet to a 3/4-Inch Iron Pipe Found at a corner of said Lindsey property, said point being a southerly corner of said Flinn property, said point also being 90.22 feet right of Station 51+11.01 of the proposed centerline of Right-of-Way of said Thornwood Crossing and 111.68 feet left of Station 100+94.92 of the proposed centerline of Right-of-Way of said Reddington Road;

Thence along an easterly line of said Lindsey property, and a westerly line of said Flinn property, South 30 degrees 15 minutes 29 seconds East, 61.52 feet to a 3/4-Inch Iron Pipe Found at a northerly corner of said Lindsey property, said point being a southerly corner of said Flinn property, said point also being 58.14 feet left of Station 101+35.14 of the proposed centerline of Right-of-Way of said Reddington Road and 125.79 feet right of Station 50+64.64 of the proposed centerline of Right-of-Way of said Thornwood Crossing;

Thence along an easterly line of said Lindsey property, and a westerly line of said Flinn property, South 02 degrees 08 minutes 11 seconds West, 70.54 feet to a point at a corner of said Lindsey property, said point being a southerly corner of said Flinn property, said point also being 12.10 feet right of Station 101+27.98 of the proposed centerline of Right-of-Way of said Reddington Road;

Thence along a northerly line of said Lindsey property, and a southerly line of said Flinn property, South 87 degrees 51 minutes 49 seconds East, 15.31 feet to a point at a corner of said Lindsey property, said point being a southerly corner of said Flinn property, said point also being in the east line of said Lot 1, Second Range, the west line of said Third Quarter of Newark Township, a westerly line of said City of Newark property, and the existing centerline of Right-of-Way of said Thornwood Drive, said point also being 13.71 feet right of Station 101+42.67 of the proposed centerline of Right-of-Way of said Reddington Road and Station 205+77.47 of the existing centerline of Right-of-Way of said Thornwood Drive;

Thence along said easterly line of Lot 1, Second Range, South 02 degrees 08 minutes 17 seconds West, 163.98 feet to the True Place of Beginning, containing 3.017 acres, more or less,

Page 4 of 4 Rev. 06/09

LPA RX 853 WL

of which the present road occupies 0.110 acres, more or less, all of which is contained within Licking County Auditor's Parcel Number 054-225744-00.000.

Subject to any and all easements, rights-of-way, conditions and restrictions of record.

All Iron Pins Set are 3/4-Inch by 30-Inch Reinfording Rod with a 2" Aluminum Cap, Stamped "CITY OF NEWARK R/W" PS NO. 7611 SMART SERVICES, INC."

The Gross Take from Licking County Auditor's Parcel Number 054-225744-00.000 is 3.017 acres.

The P.R.O. in Take from Licking County Auditor's Parcel Number 054-225744-00.000 is 0.110 acres,

Bearings shown hereon are based upon the Ohio State Plane Coordinate System, South Zone, NAD83(2011) and are intended to be used only to determine angles.

Address: 2236 River Road Newark, Ohio 43055

This description was prepared by Smart Services, Inc. in February 2021 under the direct supervision of Brian D. Smart, P.S. 7611 and is based upon actual field measurements performed by Smart Services, Inc. in April, 2018 under the direct supervision of Brian D. Smart, P.S. 7611.

BRIAN D. SMART

REG. SURVEYOR NO. 7611

PRE-APPROVAL LICKING COUNTY ENGINEER

APPROVED APPROVED BY

APPROVED BY: DATE: ROVAL ENGINEER ONDITIONAL 7611 OISTER

Page 1 of 2

LPA RX 887 T

Rev. 07/09

Ver, Date 4/12/21

PID 87642

PARCEL 11-T
LIC-THORNWOOD CROSSING
TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO
CONSTRUCT DRIVEWAY
FOR 30 MONTHS FROM DATE OF ENTRY BY THE
CITY OF NEWARK, LICKING COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Licking, City of Newark, also known as being part of Lot 1, Second Range, Licking Land Company Survey of the Fourth Quarter of Granville Township (Township 2-N, Range 13-W), United States Military Lands, also known as being part of the property conveyed to John R. Lindsey by Official Record 150, Page 707 of the Licking County Recorder's Office (Licking County Auditor's Parcel Number 054-225738-00.000), being Parcel 11-T on the left side of the proposed centerline of Right-of-Way of Township Road 131 ("River Road" Right-of-Way Variable) as shown on the City of Newark Right-of-Way Plans for LIC-THORNWOOD CROSSING (PID 87642) and being more particularly described as follows:

Beginning at a point within Parcel Number 054-225738-00.000 of said Lindsey property in the proposed northerly Right-of-Way line of said River Road, said point being 45.00 feet left of Station 91+35.00 of the proposed centerline of Right-of-Way for said River Road;

Thence crossing said Lindsey property, North 01 degrees 45 minutes 18 seconds East, 20.00 feet to point, said point being 65.00 feet left of Station 91+35.00 of the proposed centerline of Right-of-Way for said River Road;

Thence crossing said Lindsey property, North 89 degrees 46 minutes 30 seconds East, 31.50 feet to point, said point being 65.00 feet left of Station 91+71.00 of the proposed centerline of Right-of-Way for said River Road

Thence crossing said Lindsey property, South 02 degrees 12 minutes 18 seconds East, 20.00 feet to point in the proposed northerly Right-of-Way line of said River Road, said point being 45.00 feet left of Station 91+71.00 of the proposed centerline of Right-of-Way for said River Road;

Thence crossing said Lindsey property, along the proposed northerly Right-of-Way line of said River Road, being a curve to the right, non-tangent to the previous course, having the following

Page 2 of 2 Rev. 07/09

LPA RX 887 T

curve elements: Radius: 475.87 feet; Delta: 03 degrees 57 minutes 36 seconds; Chord: 32.88 feet bearing South 89 degrees 46 minutes 26 seconds West; an arc distance of 32.89 feet to the True Place of Beginning, containing 0.015 acres, more or less, all of which is contained within Parcel Number 054-225738-00.000.

Subject to any and all easements, rights-of-way, conditions and restrictions of record.

The Gross Take from Licking County Auditor's Parcel Number 054-225738-00,000 is 0.015 acres.

The P.R.O. in Take for Licking County Auditor's Parcel Number 054-225738-00.000 is 0.000

Bearings shown hereon are based upon the Ohio State Plane Coordinate System, South Zone, NAD83(2011) and are intended to be used only to determine angles.

Address: 2236 River Road, Newark, Ohio 43055

This description was prepared by Smart Services, Inc. in February, 2021 under the direct supervision of Brian D. Smart, P.S. 7611 and is based upon actual field measurements performed by Smart Services, Inc. in April, 2018 under the direct supervision of Brian D. Smart, P.S. 7611.

Brian D. Smart

REG. SURVEYOR NO. 7611

PRE-APPROVAL LICKING COUNTY ENGINEER

APPROVED BY:

DATE:

NOITIONAL 1411-9 BRIAN DOYLE SMART

7611 O S GISTERIO SIONAL GURNING

B					
	1/.				
-	Y .				

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 203 NORTH GAY STREET, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID# 054-193776-00.000, FROM THAT OF SINGLE-FAMILY RESIDENCE RH – HIGH DENSITY DISTRICT TO TFR – TWO-FAMILY RESIDENCE DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

WHEREAS, an application for change of zoning classification has been filed with the Office of the Engineer and with the Clerk of this Council; and

WHEREAS, pursuant to Article 4.12 of the Charter of the City of Newark, Ohio, this ordinance shall be referred to the Planning Commission immediately after its first reading; and

WHEREAS, the Planning Commission shall hold a public hearing upon such application and the Clerk of Council shall cause notice of such hearing to be publicized one time at least seven (7) days prior to the date of such public hearing; and

WHEREAS, upon the return of the ordinance to Council by the Planning Commission, Council shall hold a public hearing upon such application and the Clerk of Council shall cause notice of such hearing to be publicized one time at least seven (7) days prior to the date of such public hearing, which hearing shall constitute a second reading of this ordinance and shall take such action as is appropriate pursuant to Article 4.12 of the Charter of the City of Newark, Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT:

Section 1: The zoning map as established by Ordinance 08-33 (A) is hereby revised by changing the zoning classification for the following described property from SINGLE-FAMILY RESIDENCE RH — HIGH DENSITY DISTRICT TO TFR — TWO-FAMILY RESIDENCE DISTRICT, Zoning Code of the City of Newark.

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Section 2: Pursuant to Article 4.12(C) of the Charter of the City of Newark, Ohio, a vote of at least six (6) members shall be necessary to adopt or defeat the ordinance in the event the Planning Commission has recommended approval or has made no recommendation. An affirmative vote of at least seven (7) Council members shall be necessary to adopt a zoning ordinance that the Planning Commission has recommended against approval.

Section 3: The Newark Planning Commission is hereby authorized and directed to make the change described herein on the aforementioned zoning map.

Section 4: This ordinance shall become effective at the earliest time permitted by Section 4.07 of the Charter of the City of Newark, Ohio.

Passed this	day of	, 20
		PRESIDENT OF COUNCIL
ATTEST:Clerk of	Council	
DATE FILED WIT		
DATE APPROVE	D BY MAYOR: _	
MAYOR	Mill	
FORM APPROVE	Director of La	aw
DESCRIPTION A		n Morehead, Engineer

Prepared by the Office of the Director of Law



Planning Commission c/o Engineering Dept. 40 West Main St, 2nd Floor Newark, Ohio 43055 (740) 670-7727 (740)349-5911 Fax

City of Newark Planning Commission Zoning District Change Application

Zoning File #____ PC Application #, Date Received; Received by: Amount Due: \$300.00 Paid By: (circle one)
Check # 28195
Receipt #_____ Cash

CITY OF NEWARK, OHIO | PLANNING COMMISSION

PAND-010124

Rev 8/13	111.0		
☑ District Change	☐ District Establishment (Newly Annexed)		
Oı	vner		
Property Owner: Association for Relarded Citizens of	Licking County Telephone: 740-344-2995		
Address: 667 Hopewell Drive	E-mail: reganeveland Ocenterds-org		
City: Heath State: Ohio	Zip: 43056 Fax: 740-344-8335		
I would prefer to have agendas mailed rather than e-mailed			
Applicant/A	Representative		
Representative: Regan Eyeland	Same as above ☑ Telephone: 740-344-2995		
Address: 667 Hopewell Drive	E-mail: reganeyeland acenterds.org		
City: Heath State: Ohio	Zip: 43056 Fax: 740-344-8335		
I would prefer to have agendas mailed rather than e-mailed			
Property	Location		
Street Address: 203 N. Gay Street, Neway			
Parcel Tax ID #: 054 _ 19377 6-00.000	Number of Acres: 0-1600		
Lot Number: (if applicable) 5139	Property Platted? Yes □ No □		
	assification (Zoning Code 08-33, see www.newarkohio.net)		
Present Zoning District:	Proposed Zoning District:		
☐ AD Agricultural	☐ AD Agricultural		
☐ CD Conservation	☐ CD Conservation		
☐ CSI Church School Institutional	☐ CSI Church School Institutional		
☐ DC Downtown	DC Downtown		
☐ GB General Business ☐ GC General Commercial	GB General Business		
☐ GC General Commercial ☐ GI General Industrial	☐ GC General Commercial ☐ GI General Industrial		
☐ GO General Office	☐ GO General Office		
☐ HB High Intensity Business	☐ HB High Intensity Business		
☐ LB Limited Intensity Business	☐ LB Limited Intensity Business		
☐ LC Limited Commercial	☐ LC Limited Commercial		
☐ LI Limited Industrial	☐ LI Limited Industrial		
☐ LO Limited Office	☐ LO Limited Office		
☐ MB Medium Intensity Business	☐ MB Medium Intensity Business		
☐ MFC Multi-Family Condo	☐ MFC Multi-Family Condo		
☐ MFH Multi-Family High Rise	☐ MFH Multi-Family High Rise		
☐ MFR Multi-Family Residence	MFR Multi-Family Residence		
☐ Overlay Historic	☐ Overlay Historic		
☐ Planned Unit Development	☐ Planned Unit Development		
 ☐ RMH Single-Family Residence Manufactured Home ☑ Single-Family Residence (Circle one) 	 ☐ RMH Single-Family Residence Manufactured Home ☐ Single-Family Residence (Circle one) 		
RS-Suburban RL-Low Density RM-Medium Density RH-High Density	☐ Single-Family Residence (Circle one) RS-Suburban RL-Low Density RM-Medium Density RH-High Density		
	,		
	□ RZL Single-Family Residence Zero Lot Line □ SFC Single-Family Condo		

Zoning File #

PC 2 4-27
PC Application #

Property (Use
Present Use: Single family residence	Proposed Use: Multi-family residence - Two efficiency one-bedroom residential units
Additional Con	mments)
Reason For Request: Plan to demolish current	single family home due to disrepair
Reason For Request: Plan to demolish Current and construct multi-family residence one-bedroom residential units	to accommodate two efficiency
Required Documentation as	nd Process Overview
 Complete Application Form – must include the notarized signate present, attach an Authorization Letter from the property owner, his/her behalf. Obtain a Tax Map and Auditor's Parcel Numbers of the parcels 	giving the Representative permission to act on
Note: Tax Maps can be provided by the Engineering Department durir	ng the Engineering Review.
Obtain a Legal Description of parcels to be re-zoned. (typically a Note: Legal Description must be reviewed and stamped approved dur	a survey description or valid deed description)
 Obtain a Parcel Drawing or Map showing the location of all buil 	dings on the parcels
Note: Aerial maps can be provided by the Engineering Department du Call the Newark City Engineering Department to schedule an E	
Newark City Engineering Department - 40 W. Main Street (2nd Flo	or). (740) 670-7727
Note: The Engineering/ Zoning Authorization Signature must be obtain Submit Application and required documentation	ned prior to Application processing-See Office Use below.
Newark City Engineering Department - 40 W. Main Street (2nd Flo	
Note: A \$300 Application Fee must accompany this Application. Make Attend the Planning Commission Meetings and Council Meeting.	te check payable to "City of Newark".
Newark City Council Chambers, 40 W. Main Street (1st Floor).	
Note: be prepared to answer Planning Commission and Council Mem	
Owner Acknowled in the information provided in this application	The state of the s
Property Owner Signature: Uga Zuland,	CEO Date: 6-5-24
Sworn and subscribed before me this 5th day of June	
My Commission Expires: April 5,2027	My Comm. Exp Notary Public April 5, 202
Engineering/Zoning Authoriza	
Approved Denied Denied	Approved with Conditions □
Engineering Signature: 25ml/9mlm/	Date: 6/10/2024
Comments/Conditions: Doscurron APPROVED &	A ZONNE PURASS
Planning Commission Recommendation	n to Council – Office Use Only
Approved ☐ Denied ☐	Approved with Conditions □
Planning Director Signature:	Date:
Conditions:	
After Planning Commission Recommendation:	72.7.7.7.1.2.
Clerk of Council's Office 40 W Main St (2nd Floor-Mayor's Office)	

Michael L. Smith, Auditor Roy Van Atta, Treasurer

 \square

CAUV Dog License Downloads Forms

Pi-

GIS Homestead Taxes

3

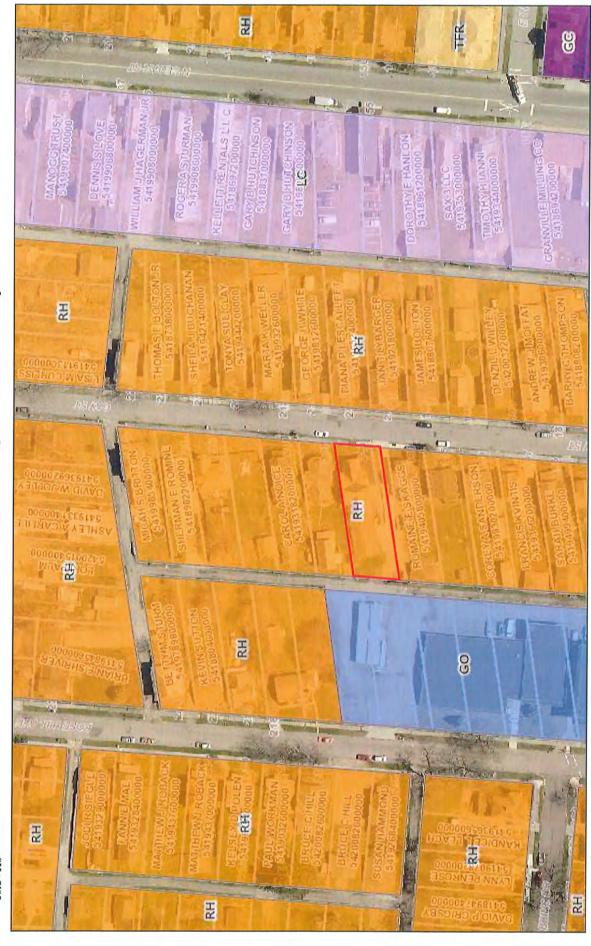
Q Other



Help Login



Proposed Zoning Change - 203 N. Gay St.



June 10, 2024

Planned Unit Developments

220 ft

1:1,200

53

60 m

1 in = 100 ft

13

 $\circ \bot \circ$

171 TRANSFERRED

19 23 Duck inking County Auditor 83

72921 WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That James E. McNulty and Mary McNulty, husband and wife the granturs, who claim title by or through instrument recorded in Volume 791 , page 358 , County Recorder's Office, for the consideration of ONE DOLLAR and other good and valuable considerations (\$1.00), received to their full satisfaction of Association for Retarded Citizens of Licking County the grantee, do

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said grantee, Association for Retarded Citizens of Licking County his/her beirs and assigns, the following described premises, to-wit:

Situated in the State of Ohio, County of Licking, City of Newark and described as follows:

Being bot Number Five Thousand One Hundred Thirty-nine (5139) in the First Addition of the William N. Jones Heirs, as designated and delineated in Plat Book Volume J, page 251 of the Licking County Plat Records, together with the grantor's interest in and to the north half of 16 foot vacated alley as vacated by Ordinance No. 66-31.

SUBJECT to any and all easements, rights of way, conditions and restrictions of record, all legal highways, zoning ordinances, rules and regulations.

Being the same premises conveyed to the grantors herein by deed recorded in Deed Book Volume 791, page 358 of the Licking County Records.

Parcel

No.:

54-193776-00.000

DWG

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, his/her heirs and assigns forever.

And James E. McMulty and Mary McMulty the said grantors, do for their heirs, executors and administrators, covenant with the said grantee, his/her heirs and assigns, that at and until the ensealing of these presents, they is or are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments which shall be prorated to the date of closing and those accruing thereafter, and that they will MARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said grantee, his/her heirs and assigns, against all lawful claims and demands DESCRIPTION APPROVED whatsoever except as aforesaid.

SEC. 319.202 COMPLIED WITH GEORGED, BUCHANAN, AUDITOR LICKING COUNTY ENGINEER

APPROVED BY DLJ

TIM LOULD

20-6

Engineering of Newerk,

And for valuable consideration James E. McNulty and Mary McNulty do hereby remise, release and forever quit-claim unto the said grantee, his/her heirs and assigns, all their right and expectancy of DOWER in the above described premises.

IN WITNESS WHEREOF: James E. McMulty and Mary McMulty have hecennto set their hands, this May 14th, 1993.

Witness

James E. McNulty

STATE OF OHIO:

Before me, a Notary Public, in and for said County and COUNTY OF LICKING: State, personally appeared the above named James E. McNulty and Mary McNulty who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Newark, Ohio, this 14th day of May, 1993.

Prepared by: Arnold & Christiansen Co. 172 Hudson Avenue Newark, Ohio 43055

RAY D' KENT Motary Public, State of Ohio My commission expires 6-10-94

RETURN TO 3/- 1/7/1