

March 14, 2024

**SERVICE COMMITTEE**

March 18, 2024

*Committee and Council Meetings can be viewed by accessing YouTube or Facebook  
Following Finance Committee*

Council Chambers

**AGENDA**

1. Consider **Resolution No. 24-27** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH JOSH GREER, ALAINA GREER, CAILEIGH HUGHES , AND SPENCER BARKER, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
2. Consider **Resolution No. 24-28** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO COOPERATIVE AGREEMENTS WITH JASON DALE HOTTINGER, CHERI LYNN HOTTINGER, AND VARIOUS PROPERTY OWNERS ON STONEWALL DRIVE SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
3. Other items at the discretion of the Chair

RESOLUTION NO. 24-27

BY: \_\_\_\_\_

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH JOSH GREER, ALAINA GREER, CAILEIGH HUGHES, AND SPENCER BARKER, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM

**WHEREAS**, Property Owners Josh Greer and Alaina Greer are in possession of real property located at 797 Country Club Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and Property Owners Caleigh Hughes and Spencer Barker are in possession of real property located at 798 Craig Parkway, Newark, Ohio, Parcel No. 054-254034-00.000 (collectively referred to as the "Property Owners"); and,

**WHEREAS**, the parcels owned by Property Owners are situated near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels; and,

**WHEREAS**, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

**WHEREAS**, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

**WHEREAS**, in order to effectuate this project, Property Owners and City desire to enter into the Cooperative Agreement attached as Exhibit "A."

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

**SECTION ONE:** The Director of Public Service is hereby authorized and directed to enter into a cooperative agreement with Property Owners for the purpose of constructing a drainage system.

**SECTION TWO:** This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_  
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

## COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055, and Josh and Alaina Greer, homeowners at 797 Country Club Dr., Newark, Ohio 43055, and Spencer Barker and Caileigh Hughes, homeowners at 798 Craig Parkway, Newark, Ohio, collectively ("Property Owners").

WHEREAS, Property Owners are in possession of real property located at 797 Country Club Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and 798 Craig Parkway, Newark, Ohio, Parcel No. 054-254034-00.000; and,

WHEREAS, the parcels owned by Property Owners are situated near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

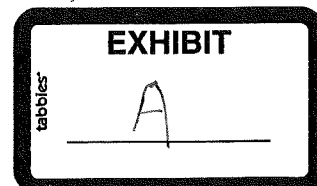
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, Property Owners have retained the services of a landscape professional to oversee the design and construction of an improved drainage system, the preliminary quote for which is attached to this Agreement as Exhibit "A"; and,

WHEREAS, execution of this Cooperative Agreement is necessary for this project to move forward.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owners hereby agree as follows:

1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon the real property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.
2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$5,016.85 to the initial construction for the project, based on the quote obtained by Property Owners. It is understood that variations from the preliminary plans may be necessary due to unforeseen topographical problems or construction requirements, and



that this figure may increase slightly due to material costs and other adjustments. In no case, however, shall the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the integrity of the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification and Property Owners will be solely responsible for these associated costs.

3. **EASEMENT AGREEMENT.** Property Owners agree to enter into a separate, private agreement which shall grant any easements necessary to complete the drainage project. The agreement shall delineate Property Owners' individual financial obligations for potential future repairs and maintenance. This separate easement agreement shall also grant the City a temporary construction easement and relieve the City of any future repair or funding responsibilities.
4. **CONSTRUCTION.** The construction of the drainage system shall be in full compliance with any and all state and local laws, rules, regulations, building codes, and any applicable administrative directives pertaining thereto.
5. **CONTINGENCY.** This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement will be null and void.
6. **MODIFICATION.** The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
7. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, Josh and Alaina Greer at 797 Country Club Dr., Newark, OH 43055, and Caileigh Hughes and Spencer Barker at 798 Craig Parkway, Newark, OH 43055.
8. **INDEMNIFICATION.** Property Owners hereby assume the risk and hereby agree to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owners hereby agree to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair

project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.

9. **WAIVER.** No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
10. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.
11. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
12. **SEVERABILITY.** Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
13. **CAPTIONS.** Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
14. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owners.
15. **BINDING EFFECT AND BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
16. **ENTIRE AGREEMENT.** This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

**CITY OF NEWARK**

\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**PROPERTY OWNERS**

\_\_\_\_\_  
Josh Greer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alaina Greer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spencer Barker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caileigh Hughes

\_\_\_\_\_  
Date

12676 Cobbs Road  
 Johnstown, Ohio 43031  
 (614) 989-2964

# Wilson's

## Lawncare & Landscaping

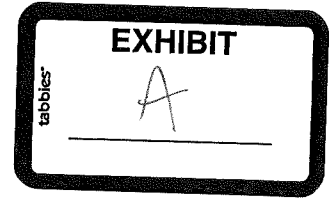
"Quality Service from the Ground Up"

www.WilsonsLawnCare.com

# Estimate

Date	Estimate #
2/9/2024	10167

Name / Address
City of Newark Homeowner: Alaina Greer 797 Country Club Drive Newark, Ohio 43055



Description	Qty	Rate	Total
Drainage Project - Scope of work: Alaina Greer 797 Country Club Drive Newark, Ohio 43055  Trench & install a 215' of 4" Socked Perforated Pipe starting at the pipe where it comes in the backside of the property heading diagonally across the backyard toward the entrance at the south side of the house & towards Country Club Drive to tie into the 18" Double Wall Storm Sewer Drain that is approximately 3' in depth. In the area before we come out of the backyard we will run (2) legs of pipe in the yard to help gather more water & carry it out - Pipe will be installed per the provided drawing.  Apply (7) tons of pea gravel around the pipe.  The disturbed lawn areas will be back filled & all trenches will be covered back to original height using existing soil. Grass Seed / Starter Fertilizer / Straw will be applied to disturbed areas for erosion purposes only.	1	5,016.85	5,016.85
Deposit of 1/2 down required. Remaining balance due upon completion.	<b>Subtotal</b>		\$5,016.85
	<b>Sales Tax (7.25%)</b>		\$0.00
	<b>Total</b>		\$5,016.85

**TERMS OF PAYMENT:**

Pricing is good for (30) days. All prices subject to applicable sales tax.

All canceled orders are subject to a restocking fee up to 30% & all plant material ordered is non-refundable.

Payments for all services will be due upon receipt of invoice. Interest rate of 2% per month on all over due invoices.

Fuel Surcharges maybe applied to final invoice.

Wilson's Lawncare & Landscaping is not responsible for any irrigation, invisible dog fence, private utility lines or any unmarked utility lines, drainage and downspouts damaged during installation. Wilson's Lawncare & Landscaping is responsible for calling OUPS to mark utility lines.

**GUARANTEE:** Covers material bought by the original purchaser only. Woody plant material that are purchased from & planted by Wilson's Lawncare & Landscaping are guaranteed for (6) months from date of installation, provided that plants are properly watered & receive adequate care. An exception to this is injury by acts of nature including flood, high winds, ice & snow. This guarantee is limited to a one time replacement & does not cover any material that are transplanted. In accordance with industry standards, herbaceous plant material (ground covers, annuals, and biennials, etc) being of a perishable nature will not be guaranteed. Roses will be guaranteed for (3) months from time of installation. Sod & seeding jobs are guaranteed to be completed in a workman like manner according to standard practice, but coverage beyond installation is not provided since results are dependant on watering maintenance. Guarantee is void if terms of payment are not fulfilled.

The above prices, specifications and conditions are satisfactory and are hereby **Signature:** \_\_\_\_\_ accepted.



RESOLUTION NO. 24-28

BY: \_\_\_\_\_

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO COOPERATIVE AGREEMENTS WITH JASON DALE HOTTINGER, CHERI LYNN HOTTINGER, AND VARIOUS PROPERTY OWNERS ON STONEWALL DRIVE SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM

WHEREAS, Property Owners Jason Dale Hottinger and Cheri Lynn Hottinger are in possession of real property located at 894 Jonathan Lane, Newark, Ohio, identified as Licking County Auditor Parcel No. 054-289206-00.000; and,

WHEREAS, 894 Jonathan Lane is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels located on Stonewall Drive; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist property owners on both Jonathan Lane and Stonewall Drive in funding the cost of repairing the drainage concerns; and,

WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, in order to effectuate this project, the City of Newark and the respective property owners desire to enter into the corresponding Cooperative Agreements attached as Exhibits "A" and "B."

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

**SECTION ONE:** The Director of Public Service is hereby authorized and directed to enter into cooperative agreements with property owners on Jonathan Lane and Stonewall Drive for the purpose of constructing a drainage system.

**SECTION TWO:** This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_  
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

## COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the owners of the real estate listed below ("Property Owners") and the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055.

WHEREAS, Property Owners Jason Dale Hottinger and Cheri Lynn Hottinger are in possession of real property located at 894 Jonathan Lane, Newark, Ohio, identified as Licking County Auditor Parcel No. 054-289206-00.000; and,

WHEREAS, City is currently in possession of a ten foot wide easement across the rear lot line of Property Owners' parcel for stormwater drainage and utility purposes, shown in Exhibit "A"; and,

WHEREAS, the parcel owned by Property Owners is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

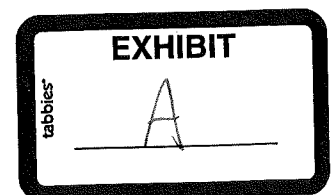
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, a landscape professional has been retained to oversee the design and construction of an improved drainage system utilizing the City's current easement on the property, the preliminary quote and design for which is attached to this Agreement as Exhibit "B"; and,

WHEREAS, execution of this Agreement is necessary for this project to move forward.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owners hereby agree as follows:

1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.



2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$36,475.00 to the initial construction for the project, based on the quote obtained by Property Owners. It is understood that variations from the preliminary plans may be necessary due to unforeseen topographical problems or construction requirements, and that this figure may increase slightly due to material costs and other adjustments. In no case, however, shall such the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification, and Property Owners will be solely responsible for these associated costs.
3. **CONSTRUCTION.** The construction of the drainage system shall be in full compliance with any and all state and local laws, rules, regulations, building codes, and any applicable administrative directives pertaining thereto. Property Owners hereby grant the City a temporary construction easement and relieve the City of any future repair or funding responsibilities.
4. **CONTINGENCY.** This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement null and void.
5. **MODIFICATION.** The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
6. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, or Property Owners at 894 Jonathan Lane, Newark, OH 43055.
7. **INDEMNIFICATION.** Property Owners hereby assume the risk and hereby agree to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owners hereby agree to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.

8. **WAIVER.** No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
9. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.
10. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
11. **SEVERABILITY.** Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
12. **CAPTIONS.** Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
13. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owners.
14. **BINDING EFFECT AND BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
15. **ENTIRE AGREEMENT.** This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

**CITY OF NEWARK**

\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**PROPERTY OWNERS**

\_\_\_\_\_  
Jason Dale Hottinger

\_\_\_\_\_  
Cheri Lynn Hottinger

\_\_\_\_\_  
Date



# STONEWALL ESTATES

SECTION ONE

SITUATED IN THE COUNTY OF LICKING, CITY OF NEWARK, OHIO, AND BEING THE SAME REAL PROPERTY CONVEYED TO ARKAY HOMES INC. BY WARRANTY DEED DATED DEC. 29, 1967 BY WILLIAM HARRIES MORGAN AND BETTY KEN-NEDY MORGAN, HIS WIFE AND RICHARD H. MORGAN AND MARIANNA KEELER MORGAN HIS WIFE AND RECORDED IN VOLUME 628 PAGE 264 OF THE LICKING COUNTY DEED RECORDS

THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR., PRESIDENT AND DONALD ROBINSON, SECRETARY, TREASURER DULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND HEREON PLATTED, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT COR-RECTLY REPRESENTS ITS STONEWALL ESTATES, DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE ALL OR PARTS OF THE COURTS AND DRIVES SHOWN HEREON AND NOT HERETOFORE DEDICATED.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONST-RUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BEN-EATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ADJACENT LOTS AND FOR STORM DRAINAGE

IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS 28 DAY OF March, 1968.

WITNESS

ARKAY HOMES INC.

*Wade Powers Jr.*  
BY Wade Powers Jr. WADE POWERS JR. PRESIDENT  
AND Donald Robinson DONALD ROBINSON SEC. TREASURER

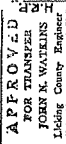
STATE OF OHIO  
LICKING COUNTY, OHIO

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF SAID ARKAY HOMES INC. WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID ARKAY HOMES INC. FOR THE USES AND PURPOSES HEREIN EXPRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 28 DAY OF March, 1968



*John N. Walstiens*  
NOTARY PUBLIC, LICKING COUNTY, OHIO  
MY COMMISSION EXPIRES Sept. 14, 1970



THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROVES THIS LAYOUT OF STONEWALL ESTATES. BY RESOLUTION PASSED 23 DAY OF March 1968  
*George D. Bushman*  
PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 68-16 PASSED THIS 18 DAY OF March 1968

ATTEST  
*George D. Bushman*  
CLERK/OF COUNCIL

THE LAND HEREON PLATTED TRANSFERRED, THIS 28 DAY OF March 1968  
TOTAL ACREAGE 15.697 FEE 3.22

LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 28 DAY OF March 1968 AT 5:40 AND RECORDED THE 29 DAY OF March 1968 IN PLAT BOOK 9 PAGES 71-72-73 WITH RESTRICTIONS ATTACHED.  
PLAT FEE \$ 3.24  
RESTRICTIONS FEE \$ 1.00  
TOTAL FEE \$ 4.24

62731

NOTES  
DIMENSIONS SHOWN ON CURVED LINES ARE CHORD DIMENSIONS  
ALL LOT CORNERS TO BE IRON PINNED  
CONCRETE MONUMENTS TO BE SET AS SHOWN  
ALL CHANGES IN R/W MARKED WITH 1" DIA. IRON PINS  
ALL UTILITY EASEMENTS 16' WIDE UNLESS OTHERWISE SHOWN

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE LAND LAID OUT AND PLATTED BY ME FOR ARKAY HOMES INC.

*Richard E. Kohn*  
RICHARD E. KOHN  
REG. SURVEYOR NO. 4626

THIS INSTRUMENT PREPARED BY VARO ENGINEERS L. LIMITED, NEWARK, OHIO



Fulton Price Inc. an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and plotted as herein shown, and said corporation as the owners thereof, does hereby dedicate to public use forever the Streets as designated and shown on said Volume 535 page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plot in feet and decimal parts thereof, dimensions on Curves are chord distances. The Streets and such other heretofore dedicated to Public use are hereby dedicated for use as such purposes above and beneath the ground where indicated on the plot for public utility purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this plot as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever, we have this 23rd day of August, 1962, here to affixed our hands, signed and acknowledged in the presence of:

Richard E. Price President  
William E. Price Secretary

STATE OF OHIO, COUNTY OF LICKING JJ  
 Before me a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc. and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton Price Inc.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 23rd day of August, 1962.

John J. Owens  
 Notary Public, Licking County, Ohio  
 My commission expires on July 25, 1965 1965, 7:13 a.m.

The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No. 13 day of August 1962.

Robert H. Price  
 Chairman, Newark Township, Trustees.

The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this 28 day of Sept 1962.

John J. Owens  
 Licking County Engineer.

The County Commissioners of Licking County, Ohio hereby approve this plot as dedicated this 23rd day of Sept 1962.

The land hereon platted, has been transferred this 23rd day of September 1962 to Fulton Price Inc.  
 Auditing Fee \$3.00

The above plot and attached restrictions were received for recording this 23rd day of September 1962 in the office of the Recorder of Deeds, Licking County, Ohio.  
 Fee: Plot \$ 2.40  
 Restriction \$ 5.00  
 Total \$ 7.40

Robert E. Price  
 Licking County Recorder

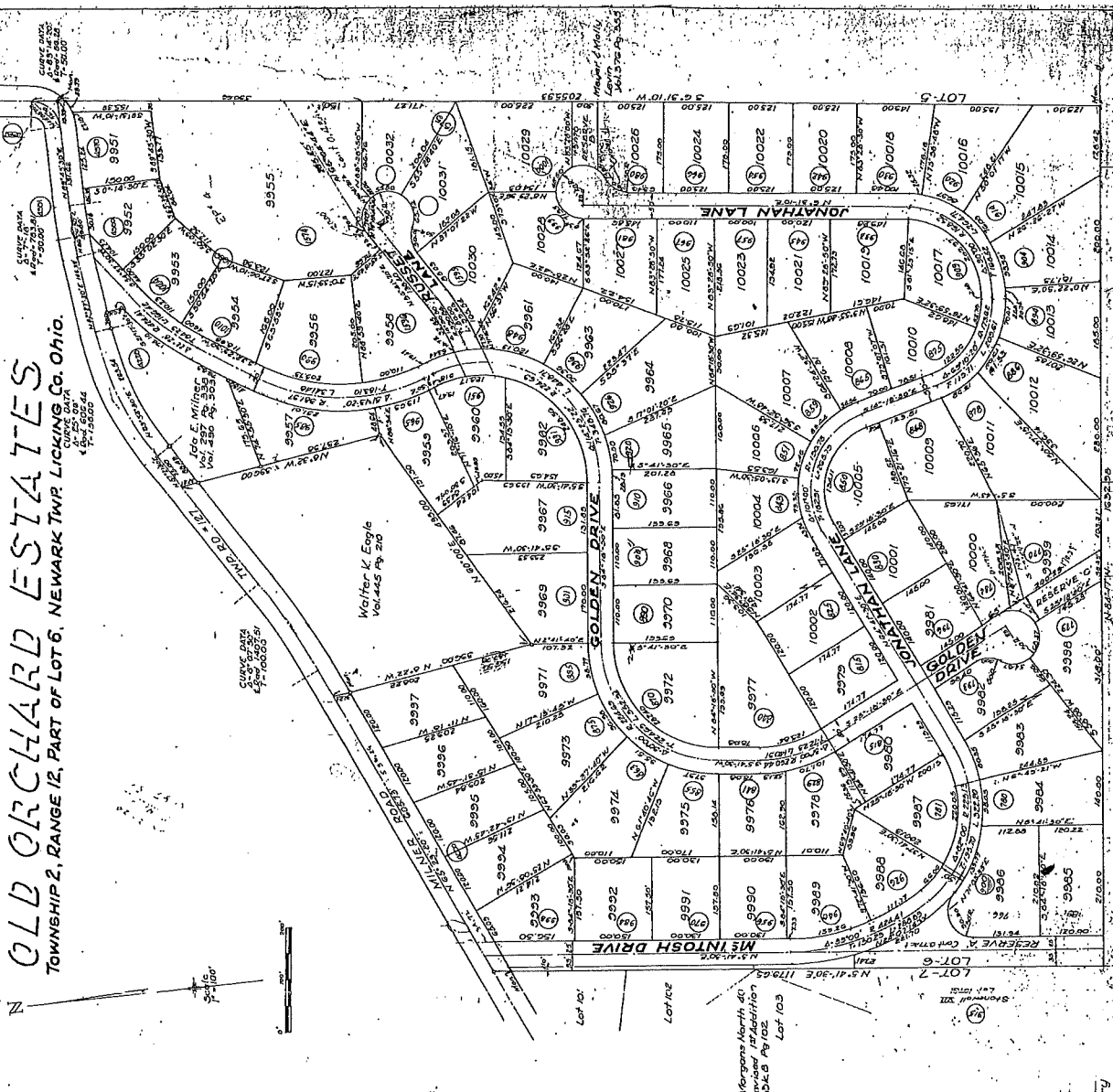
We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.  
 Iron pins are placed at all lot corners and curve points.

A. R. JOHNS & ASSOCIATES, CONSULTING ENGINEERS, NEWARK, O.  
Allen R. Johns  
 Registered Surveyor #5006

The Planning Commission of the City of Newark, Ohio, hereby approves this layout of Old Orchard Estates Addition this 23rd day of September 1962.

William E. Price  
 City of Newark Planning Commission Secretary

This instrument prepared by: Allen R. Johns



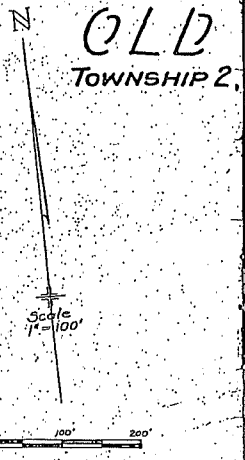
APPROVED  
 William E. Price  
 City of Newark Planning Commission Secretary

Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 566, Page 491 and Volume 535, Page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plat in feet and decimal parts thereof; dimensions on Curves are chord distances. The Streets and Roads not heretofore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plat for Public Utility purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this Plat as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever, we have this 28<sup>th</sup> day of September, 1964, hereto affixed our hands.

Signed and acknowledged in the presence of:  
*L. James Fisher*  
*Berge D. Lee*  
 By *J. Richard Fulton* President  
 By *Myron E. Price* Secretary



STATE OF OHIO, COUNTY OF LICKING SS.  
 Before me a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton-Price, Inc. and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton-Price, Inc.  
 In witness whereof I have hereunto set my hand and affixed my notarial seal this 29<sup>th</sup> day of September, 1964.

*L. James Fisher*  
 Notary Public, Licking County Ohio.  
 My commission expires on *Sept 1973* 1973 P.C.

The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No. *13* passed this *13* day of *August* 1964.

*A. R. Pound*  
 Chairman, Newark Township Trustees.

The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this *28* day of *Sept* 1964.

*John H. ...*  
 Licking County Engineer.

The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this *28th* day of *Sept* 1964.

*Bryan Van ...*  
*Robert G. ...*  
*L. ...*  
 Licking County Commissioners

The land hereon platted has been transferred this *28* day of *September* 1964.  
 Total Acreage *17.752*  
 Auditing Fee \$ *3.50*

26230

The above plat and attached restrictions were received for recording this *28th* day of *September* 1964 in Plat Book Vol. *8* Pages *113, 114 & 115*  
 Fee: Plat \$ *8.64* at 10:30 o'clock A.M. - Recorded September 29, 1964  
 Restriction \$ *5.00*  
 Total \$ *13.64*

*Quail E. Coffman*  
 Licking County Auditor

Morgans North 40  
 Revised 1st Addition  
 Bk. B Pg. 102

*Robert E. Wise*  
 Licking County Recorder

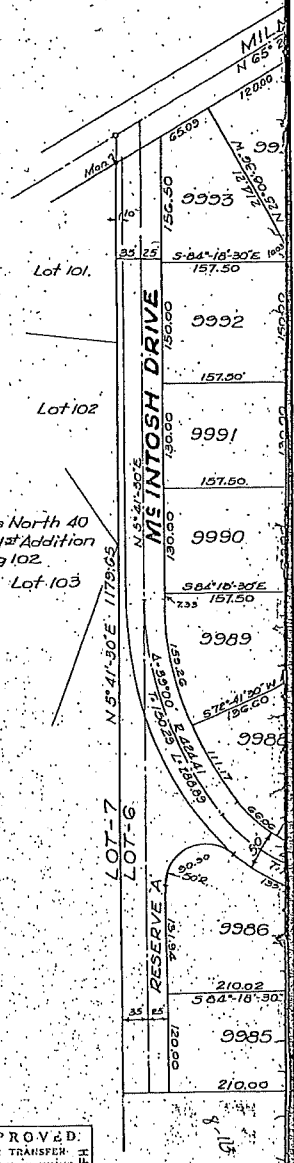
We do hereby certify that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.  
 Iron pins are placed at all lot corners and curve points.

A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O.

*Alton R. Jobes*  
 Registered Surveyor # 5006

The Planning Commission of the City of Newark, Ohio, hereby approves this layout of Old Orchard Estates Addition this *22* day of *September* 1964.

*William R. ...*  
 City of Newark Planning Commission Secretary



For Modification of Restrictions  
 See Deed Record Vol 648 Pg 353

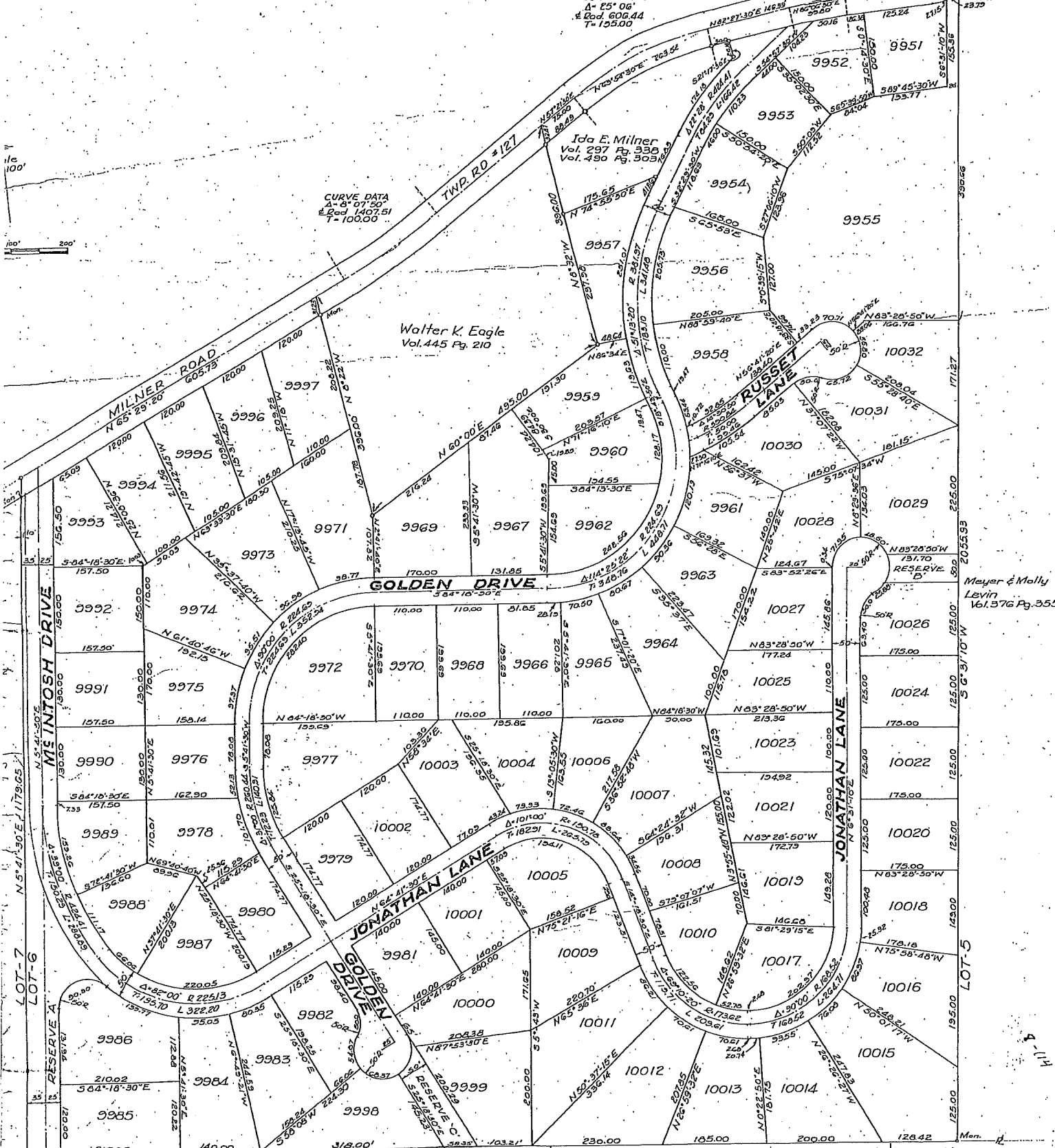
APPROVED FOR TRANSFER BY  
 JOHN N. WATKINS  
 Licking County Engineer

SEE INST # 199811030042060

This instrument prepared by: *Alton R. Jobes*

# OLD ORCHARD ESTATES

TOWNSHIP 2, RANGE 12, PART OF LOT 6, NEWARK TWP. LICKING Co. Ohio.



The building set back and Utility R/W Easements shall be as set forth in the attached restrictions.

William H. & Richard M. Morgan Vol. 492 Pg. 553

William H. & Richard M. Morgan Vol. 492 Pg. 553

Krebs Pleasant Valley Addition Bk. 6 pg. 151





# QUOTE

169 Dayton Rd.  
Newark, OH 43055  
rtury@laytoninc.com  
Phone: 740-349-7101  
Fax: 740-349-7101

PLAN SET DATE	NA
DATE	10/30/2023
QUOTE #	1
WAGE	Non-Prevailing
VALID UNTIL	11/29/2023

## Jonathan Lane Project - Newark Stormwater Project

### Storm Drainage Improvements

**TOTAL \$ 36,475.00**

Mobilization	1 ls
12" Conduit	220 lf
8" Conduit	84 lf
6" Conduit	182 lf
4" Conduit	98 lf
3x3 Catch Basin	2 ea
2x2 Catch Basin	2 ea
Seeding & Stawing	655 sy

**COMBINED TOTAL \$ 36,475.00**

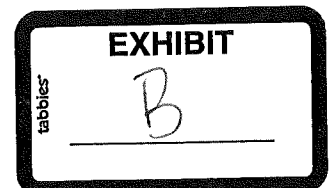
### EXCLUSIONS:

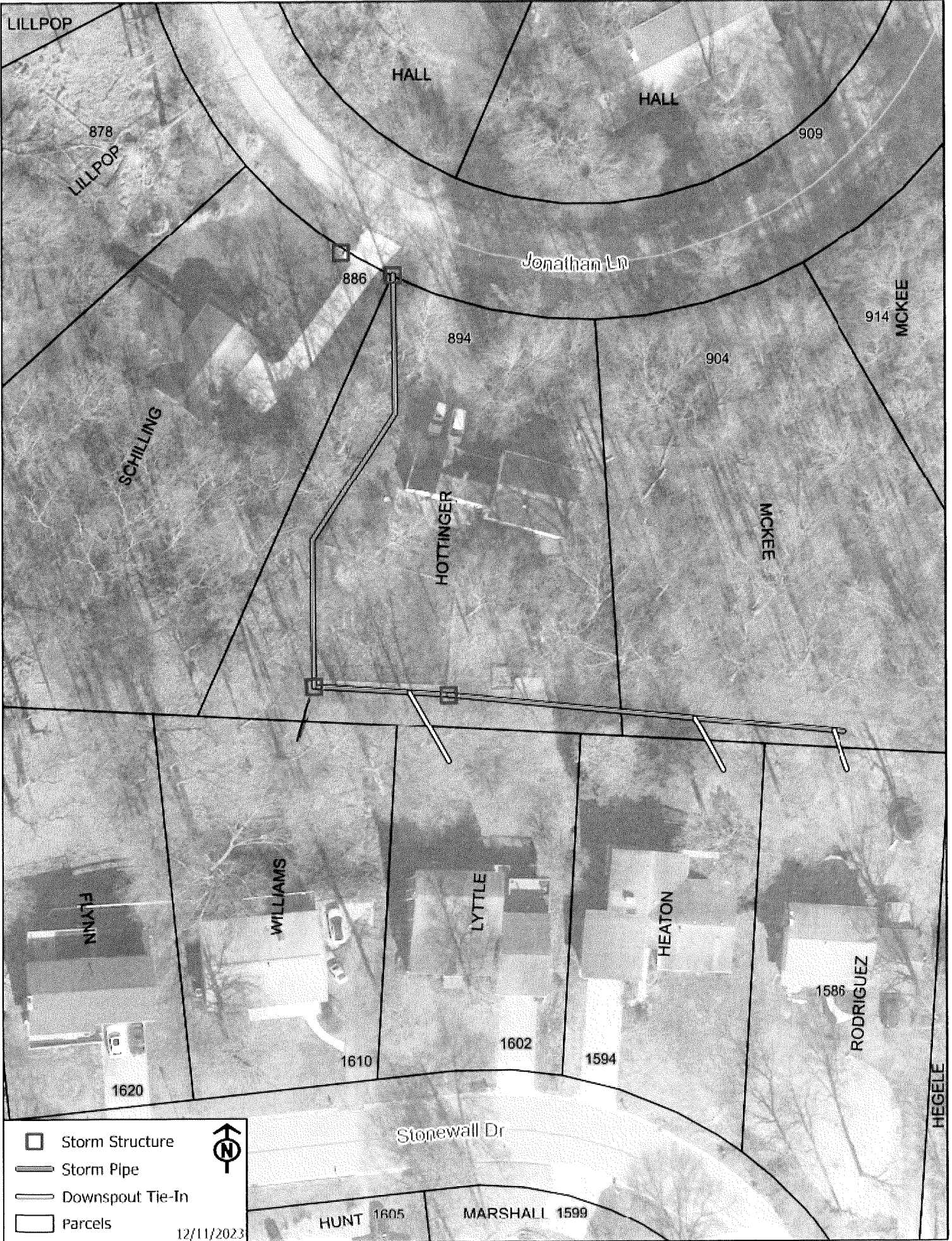
- Permits & Fees
- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or Exported Off Site (unless otherwise noted above)
- Soil Stabilization (unless otherwise noted above)
- Concrete Placement (unless otherwise noted above)
- Hydrovacating Existing Structures





### QUALIFICATIONS:

Quote is good for 30 days.  
 Compaction is based on standard proctor.  
 Price is based upon performing all work quoted.  
**Items not specifically included, are excluded.**  
 Scope of work meeting prior to contract signing.  
 Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,  
Richard Tury





-  Storm Structure
-  Storm Pipe
-  Downspout Tie-In
-  Parcels

12/11/2023



**COOPERATIVE AGREEMENT**

This Cooperative Agreement (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the owner of the real estate listed below ("Property Owner") and the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055.

WHEREAS, Property Owner(s) \_\_\_\_\_  
is in possession of real property located at \_\_\_\_\_, Newark, Ohio,  
identified as Licking County Auditor Parcel No. \_\_\_\_\_; and,

WHEREAS, City is currently in possession of a fifteen foot wide easement across the rear lot line of Property Owner's parcel for stormwater drainage and utility purposes, shown in Exhibit "A"; and,

WHEREAS, Property Owner's parcel is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood and led to ponding and violations of Property Maintenance Code 302.2 on Property Owner's parcel; and,

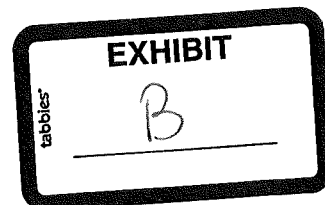
WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist in repairing the drainage concerns; and,

WHEREAS, the addition of a better drainage system with multiple downspout tie-ins will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, a landscape professional has been retained to oversee the design and construction of an improved drainage system utilizing the City's current easement on the property, the preliminary quote and design for which is attached to this Agreement as Exhibit "B"; and,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owner hereby agree as follows:

1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owner shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, construction, accessing its easement area, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.
  
2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$36,475.00 to the initial construction for the project. It is understood that variations from the preliminary plans may be necessary due to unforeseen topographical problems or construction requirements, and that this figure may increase slightly due to material



costs and other adjustments. In no case, however, shall such the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification, and Property Owner will be solely responsible for these associated costs.

3. **CONSTRUCTION.** The construction of the drainage system shall be in full compliance with any and all state and local laws, rules, regulations, building codes, and any applicable administrative directives pertaining thereto.
4. **CONTINGENCY.** This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement null and void.
5. **MODIFICATION.** The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
6. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, or Property Owner at \_\_\_\_\_.
7. **INDEMNIFICATION.** Property Owner hereby assumes the risk and hereby agrees to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owner hereby agrees to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.
8. **WAIVER.** No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
9. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and



substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

10. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
11. **SEVERABILITY.** Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
12. **CAPTIONS.** Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
13. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owner.
14. **BINDING EFFECT AND BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
15. **ENTIRE AGREEMENT.** This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

**CITY OF NEWARK**

\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**PROPERTY OWNER**

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

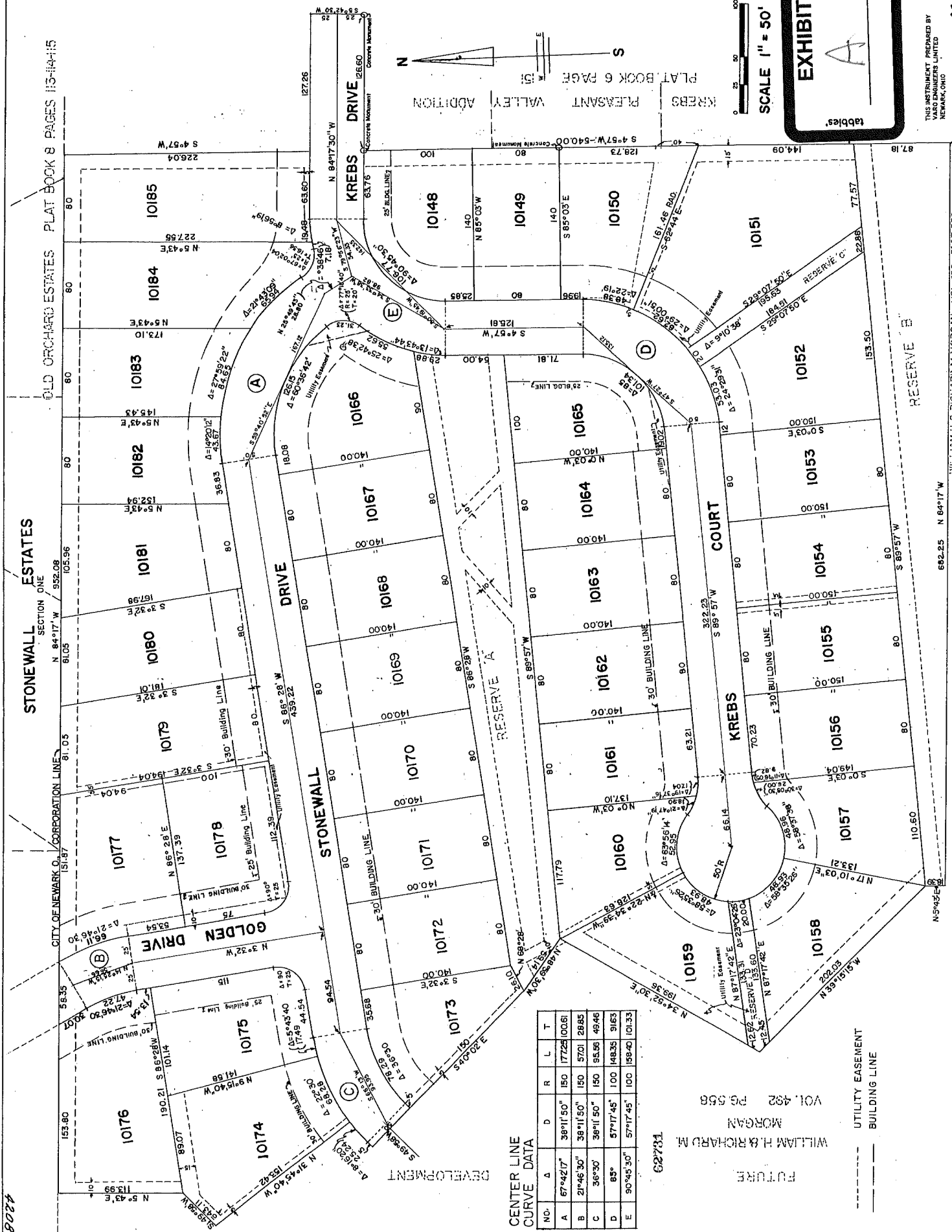
\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STONEWALL ESTATES SECTION ONE

OLD ORCHARD ESTATES PLAT BOOK 8 PAGES 113-114-115



CENTER LINE CURVE DATA

NO.	A	D	R	L	T
A	67°42'17"	381'11.50"	150	17225	00061
B	21°46'30"	381'11.50"	150	5701	2885
C	36°30'	381'11.50"	150	9535	4946
D	85°	5717.45'	100	14835	9163
E	90°43'30"	5717.45'	100	15840	10133

62731  
 WILLIAM H. & RICHARD M. MORGAN  
 VOL. 492 PG. 558  
 FUTURE

UTILITY EASEMENT  
 BUILDING LINE

EXHIBIT



SCALE 1" = 50'

THIS INSTRUMENT PREPARED BY  
 VARIO ENGINEERS LIMITED  
 NEWARK, ONT.

WILLIAM H. & RICHARD M. MORGAN VOL. 492 PAGE 558

# STONEWALL ESTATES

SECTION

ONE

SITUATED IN THE COUNTY OF LICKING, CITY OF NEWARK, OHIO, AND BEING THE SAME REAL PROPERTY CONVEYED TO ARKAY HOMES INC. BY WARRANTY DEED DATED DEC. 29, 1967 BY WILLIAM HARRIES MORGAN AND BETTY-KEN-NEDY MORGAN, HIS WIFE AND RICHARD H. MORGAN AND MARIANNA KEELER MORGAN HIS WIFE AND RECORDED IN VOLUME 628 PAGE 264 OF THE LICKING COUNTY DEED RECORDS

THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR., PRESIDENT AND DONALD ROBINSON SECRETARY TREASURER DULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND HEREON PLATTED, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS ITS STONEWALL ESTATES, DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE ALL OR PARTS OF THE COURTS AND DRIVES SHOWN HEREON AND NOT HERETOFORE, DEDICATED.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONSTRUCTION, OPERATION AND MAINTNANCE OF PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTNANCE OF SERVICE CONNECTIONS TO ADJACENT LOTS AND FOR STORM DRAINAGE

IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS 13<sup>th</sup> DAY OF March, 1968

WITNESS

ARKAY HOMES INC.

*Wade Powers Jr.*  
BY Wade Powers Jr. WADE POWERS JR. PRESIDENT  
AND Donald Robinson DONALD ROBINSON SEC. TREASURER

STATE OF OHIO  
LICKING COUNTY, OHIO

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF SAID ARKAY HOMES INC. WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID ARKAY HOMES INC. FOR THE USES AND PURPOSES HEREIN EXPRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 13<sup>th</sup> DAY OF March, 1968



*Joseph S. Schatz*  
NOTARY PUBLIC, LICKING COUNTY, OHIO  
MY COMMISSION EXPIRES Sept. 12, 1972

THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROVES THIS LAYOUT OF STONEWALL ESTATES, BY RESOLUTION PASSED 13<sup>th</sup> DAY OF March, 1968

*Joseph S. Schatz*  
PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 62-26 PASSED THIS 13<sup>th</sup> DAY OF March, 1968

ATTEST *Annita J. Haudobell*  
CLERK/OF COUNCIL

THE LAND HEREON PLATTED TRANSFERRED THIS 28<sup>th</sup> DAY OF March, 1968  
TOTAL ACREAGE 15.897 FEE 2<sup>00</sup>

*George D. Buchanan*  
LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 22 DAY OF March, 1968 AT 5:40 AND RECORDED THE 27 DAY OF March, 1968 IN PLAT BOOK 7 PAGES 71-72-73 WITH RESTRICTIONS ATTACHED.

PLAT FEE \$ 8.64  
RESTRICTIONS FEE 4.00  
TOTAL FEE \$ 12.64  
*Robert E. Zilman*  
LICKING COUNTY RECORDER

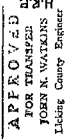
NOTES

DIMENSIONS SHOWN ON CURVED LINES ARE CHORD DIMENSIONS ALL LOT CORNERS TO BE IRON PINNED CONCRETE MONUMENTS TO BE SET AS SHOWN ALL CHANGES IN R/W MARKED WITH 1" DIA. IRON PINS ALL UTILITY EASEMENTS 15' WIDE UNLESS OTHERWISE SHOWN

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE LAND LAID OUT AND PLATTED BY ME FOR ARKAY HOMES INC.

*Richard E. Kohn*  
RICHARD E. KOHN  
REG. SURVEYOR NO. 4-626

THIS INSTRUMENT PREPARED BY VARO ENGINEERS LIMITED, NEWARK, OHIO





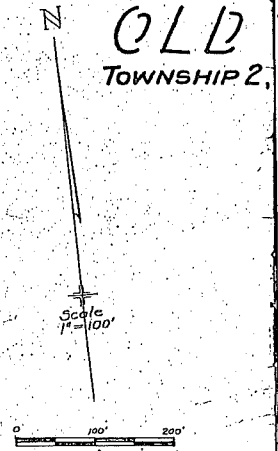
Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 566, Page 491 and Volume 585, Page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plat in feet and decimal parts thereof; dimensions on Curves are chord distances. The Streets and Roads not heretofore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plat for Public Utility purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this Plat as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever. We have this 28<sup>th</sup> day of September, 1964, hereto affixed our hands.

Signed and acknowledged in the presence of:  
R. James Smith  
Benge D. Lee

By J. Richard Fulton President  
 By Myron E. Price Secretary



STATE OF OHIO, COUNTY OF LICKING, SS.

Before me, a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc. and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton-Price Inc.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 29<sup>th</sup> day of September, 1964.

R. James Smith  
 Notary Public, Licking County Ohio.  
 My commission expires on Sept. 19, 1973 P.C.

The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No. \_\_\_\_\_ passed this 13 day of August 1964.

A. R. Pound  
 Chairman, Newark Township Trustees.

The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this 28 day of Sept. 1964.

John A. Washburn  
 Licking County Engineer.

The County Commissioners of Licking County, Ohio hereby approve this plat as dedicated this 28<sup>th</sup> day of Sept. 1964.

Bryan Van Meter  
Robert G. Broudy  
Thomas Love  
 Licking County Commissioners

The land hereon platted has been transferred this 28 day of September 1964.  
 Total Acreage 57.952  
 Auditing Fee \$ 3.32

Quell E. Coffman  
 Licking County Auditor

Morgans North 40  
 Revised 1st Addition  
 Ch. 8 Pg. 102

26230

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Fee: Plat \$ 8.64  
 Restriction \$ 5.00  
 Total \$ 13.64

Robert E. Wise  
 Licking County Recorder

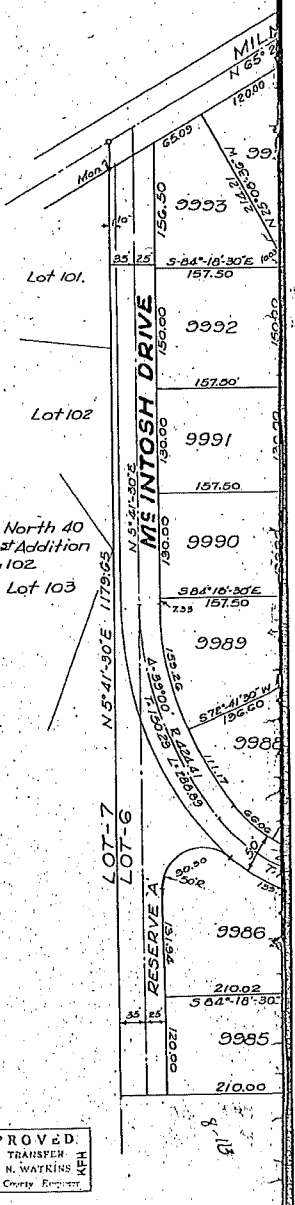
We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.  
 Iron pins are placed at all lot corners and curve points.

A. R. JOHES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O.

Alon R. Johes  
 Registered Surveyor # 5006

The Planning Commission of the City of Newark, Ohio, hereby approves this layout of Old Orchard Estates Addition this 25 day of September 1964.

Robert R. Francis  
 City of Newark Planning Commission Secretary



For Modification of Restrictions  
 See Deed record Vol 648 Pg 353

APPROVED  
 FOR TRANSFER  
 JOHN N. WATKINS  
 Licking County Engineer

SEE INST # 199811030042060

This instrument prepared by: Alon R. Johes









169 Dayton Rd.  
 Newark, OH 43055  
 rtury@laytoninc.com  
 Phone: 740-349-7101  
 Fax: 740-349-7101

# QUOTE

PLAN SET DATE	NA
DATE	10/30/2023
QUOTE #	1
WAGE	Non-Prevailing
VALID UNTIL	11/29/2023

## Jonathan Lane Project - Newark Stormwater Project

### Storm Drainage Improvements

**TOTAL \$ 36,475.00**

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6" Conduit	182 lf
4" Conduit	98 lf
3x3 Catch Basin	2 ea
2x2 Catch Basin	2 ea
Seeding & Stawing	655 sy

**COMBINED TOTAL \$ 36,475.00**

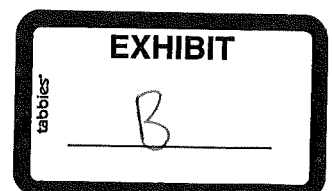
### EXCLUSIONS:

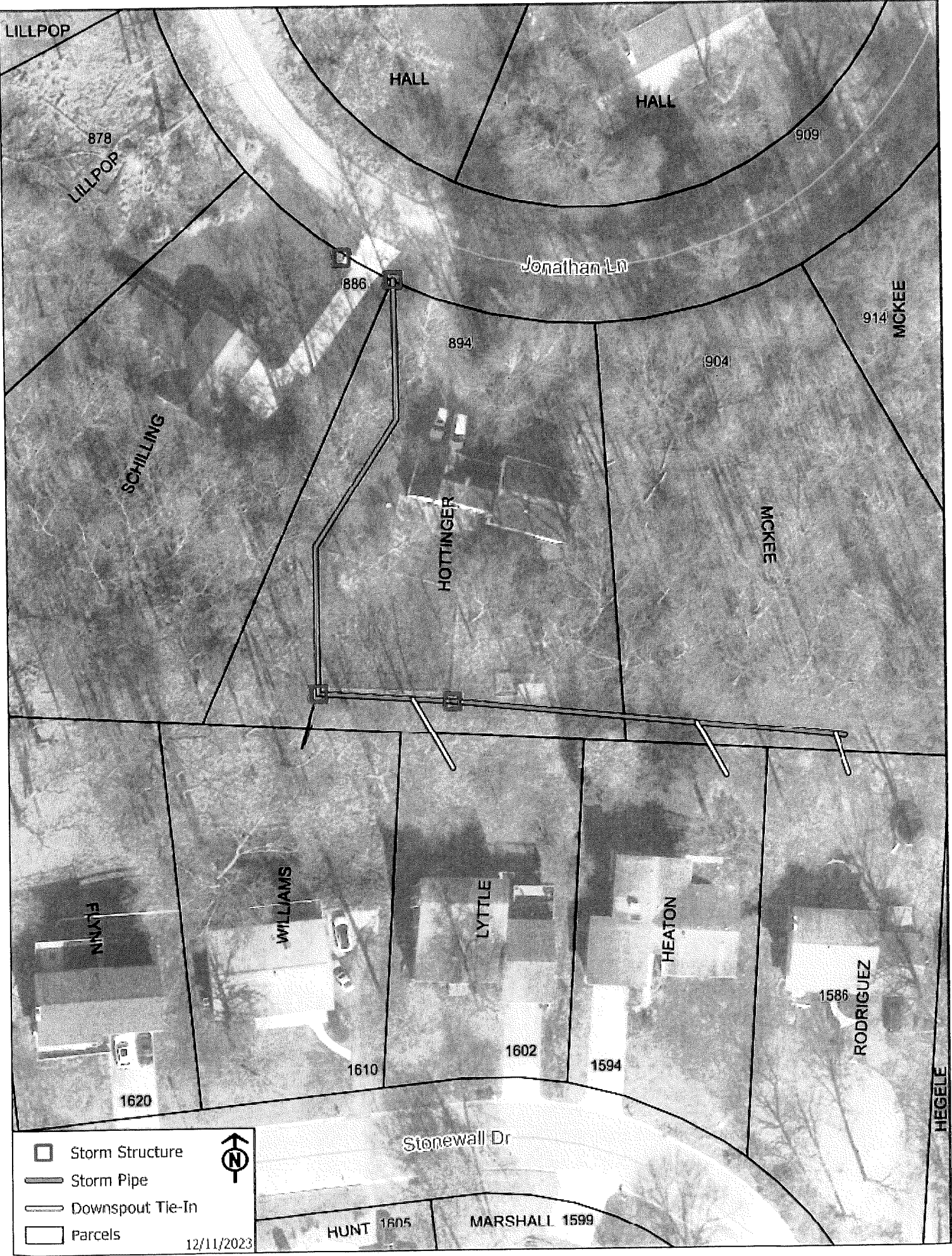
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- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or Exported Off Site (unless otherwise noted above)
- Soil Stabilization (unless otherwise noted above)
- Concrete Placement (unless otherwise noted above)
- Hydrovacung Existing Structures





### QUALIFICATIONS:

Quote is good for 30 days.  
 Compaction is based on standard proctor.  
 Price is based upon performing all work quoted.  
Items not specifically included, are excluded.  
 Scope of work meeting prior to contract signing.  
 Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,  
 Richard Tury





-  Storm Structure
-  Storm Pipe
-  Downspout Tie-In
-  Parcels



12/11/2023

Stonewall Dr

HUNT 1605

MARSHALL 1599

Jonathan Ln

LILLOPOP

878  
LILLOPOP

HALL

HALL

909

886

894

904

914  
MCKEE

SCHILLING

HOTTINGER

MCKEE

FLYNN

WILLIAMS

LYTTLE

HEATON

RODRIGUEZ

1620

1610

1602

1594

1586

HEGELE