

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

May 6, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action**[ORD-18-027](#)**

Finance

An Ordinance To Amend The 2019 Appropriations Ordinance 18-040, Amendment #3 (**[Ordinance, Appropriations Amend Memo 3](#)**)

- Request to move to full Council

[ORD-18-028](#)

Finance

Authorizing The Issuance Of Not To Exceed Nine Hundred Fifty Thousand Dollars (\$950,000) Of Notes In Anticipation Of The Issuance Of Bonds For The Purpose Of Acquiring Approximately 110.244 Acres Of Land And Interests In Land At The Corner Of Bixby And Rager Roads And All Necessary Appurtenances And Improvements Thereto; And Declaring An Emergency (**[Ordinance](#)**)

- Request to move to full Council

[ORD-19-029](#)

Development

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From HD Development Of Maryland, Inc. And Declaring An Emergency (**[Ordinance, Exhibit A](#)**)

- Request to move to full Council

[ORD-19-030](#)

Public Service

An Ordinance To Accept Hill Road Right-Of-Way (**[Ordinance, Exhibits A B](#)**)

- Request to move to full Council

E. Reports

Matt Peoples -

Lucas Haire -

Amanda Jackson -

F. Items for Discussion**[19-038](#)**

Mayor/Council Salaries for 2020-2021

G. Old/New Business**H. Adjournment**

ORDINANCE NO. 19-027

AN ORDINANCE TO AMEND THE 2019 APPROPRIATIONS ORDINANCE 18-040, AMENDMENT #3

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1: That the 2019 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$121,463.00 as follows; and

Department	Function	Amount
Finance	Operating Expenses	\$7,000.00
Construction Services	Operating Expenses	\$101,063.00
Street Maintenance	Operating Expenses	\$13,400.00

Section 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council



To: Members of City Council

From: Amanda Jackson, Finance Director

Date: April 25, 2019

RE: Appropriation Amendment #3

MEMORANDUM

Appropriation Amendment #3 for the 2019 Appropriations serves to accomplish the following:

General Fund – Appropriate \$121,463.00 from the unappropriated fund balance of \$7,648,671.54 as follows:

- \$7,000.00 to Finance Operating Expenses for the audit contract with the Auditor of State's Office
 - o Our 2017-2018 audit is being performed by the Auditor of State's Office. Prior to that, we had an independent firm that completed our audit and reported to the Auditor's Office. However, there is a requirement in the Ohio Revised Code that the Auditor's Office perform an entity's audit at least once every 10 years. Therefore, we were brought back in house for this audit. I knew this last fall and planned for an increase. However, the increase came in much, much higher than anticipated – 60% over the independent firm's price. I spoke with the Auditor's Office about this but unfortunately, there was nothing I could do to bring the cost to a more reasonable amount. These funds will make up the difference in the original budget and the not to exceed amount for the audit.
- \$101,063.00 to Construction Services Operating Expenses for inspection fees associated with Canal Cove Sections 6 & 7
 - o The entire amount has been paid to the City by Westport Homes.
 - o These funds will be used to pay our outside contractors for their inspection services.
- \$13,400.00 to Street Maintenance Operating Expenses for the replacement of a traffic signal pole and mast arm at Waterloo and High Streets.
 - o The pole and arm have been replaced and reimbursement received from the at fault party's insurance company. Funds will be used to pay the City's contract for the pole and installation.

Please let me know if you have any questions.

ORDINANCE NO. 19-028

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF ACQUIRING APPROXIMATELY 110.244 ACRES OF LAND AND INTERESTS IN LAND AT THE CORNER OF BIXBY AND RAGER ROADS AND ALL NECESSARY APPURTENANCES AND IMPROVEMENTS THERETO; AND DECLARING AN EMERGENCY

WHEREAS, the Fiscal Officer (the "Fiscal Officer") of the City of Canal Winchester, Ohio (the "City") has certified to this Council that the estimated life of the improvements stated in the title of this Ordinance (the "Project") that are to be financed with the proceeds of bonds and notes hereinafter referred to exceeds 5 years, the maximum maturity of bonds being thirty (30) years and notes being twenty (20) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, THAT:

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the maximum principal sum of not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000), for the purpose described in the title of this Ordinance.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined in Section 4 hereof), shall bear interest at the maximum average annual interest rate presently estimated to be five (5.00%) per annum, payable semiannually until the principal sum is paid or provision for payment has been duly made therefor. The Bonds shall mature in thirty (30) annual installments. Debt service payments on the Bonds in years in which principal of the Bonds is payable shall be substantially equal.

Section 3. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed Nine Hundred Fifty Thousand Dollars (\$950,000), or such lesser amount as shall be determined by the Finance Director and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Finance Director and certified to this Council and shall mature on such date as shall be determined by the Finance Director and certified to this Council, provided that such date shall not be later than one (1) year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Finance Director is hereby authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of the Notes (the "Certificate of Fiscal Officer") setting forth and determining such final terms and other matters pertaining to the Notes, as required by and is consistent with the terms of this Ordinance.

Section 5. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

Section 6. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and

in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 7. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same fall due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Finance Director and certified to this Council, provided that such rate shall not exceed four and one-half per centum (4.50%) per annum. The Notes shall be sold at private sale to Fifth Third Securities, Inc. or such purchaser or purchasers (collectively, the "Original Purchaser") as the Finance Director shall designate in the Certificate of Fiscal Officer at the purchase price set forth in the Certificate of Fiscal Officer, plus interest accrued to the date of delivery of the Bonds to the Original Purchaser.

The Finance Director is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price set forth in the Certificate of Fiscal Officer and interest, if any, accrued to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Notes shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes shall be deposited into such funds and used for the purpose of said funds as shall be specified in the Certificate of Fiscal Officer.

The Finance Director is hereby authorized to execute on behalf of the City a note purchase agreement (the "Note Purchase Agreement"), if required, with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered. The terms of such Note Purchase Agreement, if any, shall be consistent with the terms of this Ordinance.

Section 9. The Notes shall be executed by the Finance Director and the Mayor, provided that either or both of such signatures may be a facsimile, and shall be designated "City of Canal Winchester, Ohio General Obligation Land Acquisition Notes, Series 2019," or as otherwise determined by the Finance Director. The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar (as defined in Section 10 hereof). The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Finance Director on

behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. The Finance Director is hereby authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent (collectively, the "Note Registrar") or to execute on behalf of the City a note registrar agreement (the "Note Registrar Agreement") with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as Note Registrar for the Notes. The terms of such Note Registrar Agreement, if any, shall be consistent with the terms of this Ordinance. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Notes, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

Section 11. In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 12. For purposes of this Ordinance, the following terms shall have the following meanings:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of Notes, and to effect transfers of Notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Notes may be initially issued to a Depository for use in a book-entry system, and the provisions of this section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this Council. Payment of principal of and interest on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of this Council, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal of and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and this Council. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar shall furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

The Mayor, Finance Director, Clerk of Council, and any other officer of this Council, are each authorized to execute, acknowledge and deliver, if necessary, in the name of and on behalf of the City, the letter agreement among the City, the Note Registrar and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then-acting Depository, shall permit withdrawal of the Notes from the then-acting Depository, and authenticate and deliver note certificates in fully registered form to the successor, assign or nominee of the then-acting Depository, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 13. The City hereby covenants that it will comply with the requirements of all existing and future laws that must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Mayor, the Finance Director, or any other officer of the City are each hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Mayor, the Finance Director, or any other officer of the City, which action shall be in writing and signed by the Mayor, the Finance Director, or any other officer of the City, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Finance Director shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits (or penalties in lieu thereof) to the United States Department of the Treasury. The Finance Director of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits (or penalties in lieu thereof) to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates. Monies necessary to make such rebate payments (or to pay such penalties) are hereby appropriated for such purpose.

Section 14. The law firm of Frost Brown Todd LLC is hereby appointed to serve as bond counsel to the City in connection with the issuance of the Notes. The fees to be paid to such firm shall be subject to review and approval of the Finance Director and shall not exceed the fees customarily charged for such services.

Section 15. The Clerk of Council and any other officers of the Council are each hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including without limitation a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 16. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Auditors of Franklin and Fairfield Counties, Ohio.

Section 17. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations

of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal thereof and interest thereon at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 19. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that the City may wish to enter into and consummate a purchase contract for the purchase of the land, and it may be in the best interests of the City to make immediate provision therefor; wherefore, in accordance with Sections 4.07 and 5.05 of the Charter of the City, this Ordinance shall take effect and be in force from and immediately after its passage and approval by the Mayor, or ten (10) days after passage if the Mayor neither approves or vetoes this Ordinance.

[Signature Page to Follow]

1st Reading: _____, 2019
2nd Reading: _____, 2019
3rd Reading: _____, 2019

Signed:

President of Council

Adopted: _____, 2019

Signed:

Effective: _____, 2019

Clerk of Council

Approved:

Mayor

Approved as to Form:

Law Director

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____, 2019 and that a true copy thereof was certified to the County Auditors of Franklin and Fairfield Counties, Ohio.

Clerk of Council
City of Canal Winchester, Ohio

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The Council of the
City of Canal Winchester, Ohio

The undersigned Finance Director of the City of Canal Winchester, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

1. The estimated life or period of usefulness of the following permanent improvements (the "Improvements") exceeds five (5) years:

ACQUIRING APPROXIMATELY 110.244 ACRES OF LAND AND
INTERESTS IN LAND AT THE CORNER OF BIXBY AND RAGER
ROADS AND ALL NECESSARY APPURTENANCES AND
IMPROVEMENTS THERETO.

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Ohio Revised Code Section 133.20 is thirty (30) years; provided, that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is twenty (20) years.

Dated: May ____, 2019

Finance Director
City of Canal Winchester, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Michael Stinziano, the duly elected, qualified, and acting County Auditor in and for Franklin County, Ohio hereby certify that a certified copy of Ordinance No. _____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____, 2019 providing for the issuance of general obligation notes designated City of Canal Winchester, Ohio General Obligation Land Acquisition Notes, Series 2019, in the amount of not to exceed \$950,000 was filed in this office on _____, 2019.

WITNESS my hand and official seal at Columbus, Ohio this ___ day of _____, 2019.

[SEAL]

County Auditor
Franklin County, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Jon A. Slater, Jr., the duly elected, qualified, and acting County Auditor in and for Fairfield County, Ohio hereby certify that a certified copy of Ordinance No. _____ duly adopted by the Council of the City of Canal Winchester, Ohio on _____, 2019 providing for the issuance of general obligation notes designated City of Canal Winchester, Ohio General Obligation Land Acquisition Notes, Series 2019, in the amount of not to exceed \$950,000 was filed in this office on _____, 2019.

WITNESS my hand and official seal at Lancaster, Ohio this ____ day of _____, 2019.

[SEAL]

County Auditor
Fairfield County, Ohio

ORDINANCE NO. 19-029

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE FROM HD DEVELOPMENT OF MARYLAND, INC. AND DECLARING AN EMERGENCY

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for the purposes of future water services to properties located along US 33;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for water line and temporary work, as more fully described in the Waterline and Temporary Work Easement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

WATERLINE AND TEMPORARY WORK EASEMENT

HD Development of Maryland, Inc., a Maryland corporation (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the City of Canal Winchester, an Ohio municipal corporation (hereinafter "Grantee"), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to Grantee, its successors and assigns forever, the following rights and easements, subject to those certain special stipulations set forth on Exhibit A attached hereto and incorporated herein (collectively, the "Special Stipulations"):

1. The non-exclusive right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain waterlines, together with all appurtenances incidental thereto (collectively, the "Waterlines"), on, over, through, under and across a 0.012 +/- acre parcel (the "Waterline Easement Area"), as described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibit B and incorporated herein by reference. Notwithstanding the foregoing, any and all Waterlines shall be installed and maintained below the ground level or surface of such Waterline Easement Area, except that fire hydrants above ground shall be permitted.
2. The temporary, non-exclusive right and easement for access and passage to the extent reasonably necessary to construct, reconstruct, improve and develop the Waterlines, including providing for grading and restoration of lawn areas and shrubbery, on, over, through, under and across a 0.067 +/- acre parcel (the "Construction Easement Area"; the Waterline Easement Area and the Construction Easement Area are sometimes referred to herein, collectively, as the "Easement Area"), as described with more particularity in the legal descriptions and accompanying survey plat attached hereto as Exhibit B and incorporated herein by reference.
3. The temporary, non-exclusive right of ingress and egress on and over that certain access drive (the "Access Drive") depicted on Exhibit C attached hereto and incorporated herein, and located on the Grantor's parcel described with more particularity in the legal description attached hereto as Exhibit D and incorporated herein by reference (the "HD Parcel"), to the extent reasonably

necessary and at reasonable times for the purposes set forth in paragraphs 1 and 2 above.

At any time following the date hereof, Grantee may commence the initial construction of the Waterlines and, once commenced, shall diligently and continuously proceed with initial construction of the Waterlines to completion within ten (10) business days following the commencement of such construction; provided, however, in no event shall Grantee commence the initial construction of the Waterlines on or between April 15 through July 5 of any calendar year. Notwithstanding anything herein to the contrary, if Grantee fails to commence the initial construction of the Waterlines within one (1) year of Grantor's execution hereof, all of the rights and obligations set forth in this Waterline and Temporary Work Easements shall automatically terminate and be of no further force or effect.

Any and all temporary rights granted to Grantee herein shall be in effect only during periods when actual construction and/or maintenance is being performed and the exercise of such temporary right by Grantee shall not unreasonably interfere with the use and operation of (i) any business conducted by Grantor on the HD Parcel, or (ii) the Access Drive (excepting only that portion of the Access Drive located in the Easement Area). Staging for the construction and/or maintenance of the Waterlines shall be located solely in the Easement Area.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easements granted hereby include the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said Waterlines, within the limits of the Waterline Easement Area.

The Grantor shall have the right to use the Easement Area for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted. For purposes of clarifying the foregoing and without limiting or expanding the same, Grantee hereby acknowledges and agrees that Grantor shall have the exclusive right to store and display products, items and materials and park vehicles in that certain paved portion of the Easement Area at any time and from time to time.

The consideration herein mentioned includes total compensation for the initial grant of the easements and rights-of-way; provided however, that the Grantee, its successors and assigns, shall promptly restore all property, including fences, except buildings or other structures, and shall sod any and all bare soils within the Easement Area, at Grantee's sole cost and expense, to its original condition, after entering upon the HD Parcel for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such Easement Area (collectively, the

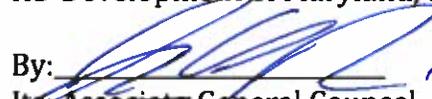
"Restoration"). Such Restoration shall be to the satisfaction of the Grantor, in Grantor's sole and absolute discretion.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the HD Parcel and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever lawfully claim by, through or under the Grantor but against no other, subject to all easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the HD Parcel and all existing zoning laws and ordinances.

The term "Grantor" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors and assigns of all of them.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this 25 day of April, 2019.

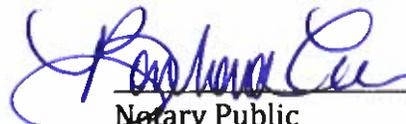
HD Development of Maryland, Inc.

By: 
Its: Associate General Counsel *MBS*
Assistant

STATE OF GEORGIA
COUNTY OF COBB, SS:

Before me, a Notary Public, personally appeared Jessica Borgert, an authorized representative of HD Development of Maryland, Inc., who acknowledged the signing of the foregoing instrument to be her and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 25 day of April, 2019.


Notary Public
Barbara Turner
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 09/10/2022

This instrument prepared by:
Eugene L. Hollins, Esq.
Frost Brown Todd LLC
10 W. Broad Street, Ste. 2300
Columbus, Ohio 43215

Exhibit A
Special Stipulations

The Waterline and Temporary Work Agreement (“Agreement”) to which these Special Stipulations are attached and made a part hereof is hereby made subject to the following (in the event of any discrepancies between the Agreement and these Special Stipulations, these Special Stipulations shall control):

1. Grantor hereby reserves its right to extend and maintain other utilities such as electricity, telecommunications, storm drainage and sanitary lines through the Easement Area, but Grantor’s utilities will not interfere or endanger the Waterlines.
2. Grantee hereby agrees to indemnify and hold Grantor and its successors in title harmless from and against any cost or expense Grantor or its successors may incur resulting from or otherwise associated with any injuries to persons or damage to property to the extent caused by the negligent or willful act or omissions of Grantee, its employees, agents, contractors or Grantee’s breach of the Agreement.
3. Grantee hereby agrees to provide a minimum of forty-eight (48) hours’ advance written notice to Grantor prior to entry onto the Easement Area for purposes of initially installing the Waterlines or for its standard maintenance. Said dates and times are to be reasonably agreeable to Grantor or its successors. No notice for emergency repairs is required.
4. Grantee may temporarily close that portion of the Access Drive located in the Easement Area during the period in which Grantee is initially constructing the Waterlines; provided, however, (I) no such closure shall exceed two (2) weeks, in the aggregate, and (II) Grantee shall continuously display clearly visible traffic control and directional signs and markers to: (A) advise motorists of such closure; (B) direct any and all passenger vehicles to other portions of the HD Parcel in order to maintain orderly and proper traffic flow on the HD Parcel; and (C) direct any and all semi-trucks to (i) access the loading dock located the back of the building located on the HD Parcel (the “HD Building”) via the route depicted on Exhibit C as the “Truck Route”, (ii) utilize the truck turn-around area located behind the HD Building, and (iii) exit the HD Parcel via the Truck Route.
5. Grantee shall, at Grantee’s sole cost and expense, utilize such materials, personnel and/or construction techniques necessary or required for the construction and/or maintenance of the Waterlines in order to prevent damage or adverse effect on any and all other utility lines, conduits, appurtenances, equipment and/or facilities or portions thereof located in the Easement Area (collectively, the “Existing Utility Equipment”) and to prevent any adverse effect on the utility service provided by such Existing Utility Equipment including, without limitation, wet tapping any and all water lines and pipes to ensure that the fire suppression system(s) serving the HD Building are at all times fully

operational and maintain the minimum water pressure/supply requirements to ensure continuous and adequate water for fire-fighting purposes.

6. Grantee hereby agrees that upon the completion of the initial construction of the Waterlines, the soils in the Waterline Easement Area shall be compacted to a firm and unyielding condition and a minimum density of ninety-five percent (95%) of the soils modified Proctor value. Within fifteen (15) days of Grantee's completion of initial construction of the Waterlines, Grantee shall deliver to grantor an original certification from the third-party geotechnical engineer who completed such compaction certifying to Grantor without any material qualifications or caveats that such compacting work has been completed in accordance with the foregoing requirements.
7. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Grantor: HD Development of Maryland, Inc.
2455 Paces Ferry Road, C-19
Atlanta, Georgia 30339
Attention: Real Estate Manager

With a copy to: HD Development of Maryland, Inc.
2455 Paces Ferry Road, C-20
Atlanta, Georgia 30339
Attention: Associate General Counsel, Real Estate Law

To Grantee: City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110
Attention: Mayor

With a copy to: Frost Brown Todd, LLC
10 West Broad Street, Ste. 2300
Columbus, OH 43215
Attention: Eugene Hollins, Esq.

Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by Grantee or Grantor or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this provision shall constitute delivery.

Exhibit B
Easement Area

[see attached three (3) pages]

October 25, 2018

**DESCRIPTION OF A WATERLINE EASEMENT
THROUGH A PORTION OF 6035 GENDER ROAD,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 24, Township 11 North, Range 21 West, Mathew's Survey of Congress Lands, and being an easement for waterline purposes through a portion of an 11.3151 acre tract of land conveyed to IID Development of Maryland, Inc., by deed of record in Instrument No. 200707020115156, all records referenced to the Recorder's Office, Franklin County, Ohio, said easement bounded and described as follows:

Beginning at a point in the southwesterly Limited Access right-of-way line of U.S. Route 33 as shown on the Ohio Department of Transportation plans for FRA-33-(26.21-30.13) Columbus – Lancaster Road and in a northeasterly line of said 11.3151 acre tract, said point being the following two (2) courses along a portion of the southwesterly Limited Access right-of-way line of U.S. Route 33 and northeasterly lines of said 11.3151 acre tract from the most northwesterly corner of said 11.3151 acre tract:

1. and with a curve to the right, data of which is: radius = 12,402.67 feet, and delta = $00^{\circ} 44' 23''$, arc length = 160.13 feet, a chord distance of 160.13 feet bearing $S 67^{\circ} 52' 03'' E$, and
2. $S 53^{\circ} 46' 20'' E$ a distance of 150.85 feet;

thence, from said place of beginning, $S 53^{\circ} 46' 20'' E$ along the southwesterly Limited Access right-of-way line of U.S. Route 33 and along a portion of a northeasterly line of said 11.3151 acre tract a distance of 20.16 feet to a point;

thence $S 43^{\circ} 26' 49'' W$ crossing a portion of said 11.3151 acre tract a distance of 25.07 feet to a point in a northeasterly line of an existing Sanitary Sewer and Waterline easement conveyed to the Village of Canal Winchester, by deed of record in Instrument No. 200011010221846;

thence $N 43^{\circ} 28' 06'' W$ crossing a portion of said 11.3151 acre tract and along a portion of said northeasterly line of said existing easement a distance of 4.48 feet to a point;

thence $N 70^{\circ} 25' 26'' W$ crossing a portion of said 11.3151 acre tract and along a portion of said northerly line of said existing easement a distance of 16.98 feet to a point;

thence $N 43^{\circ} 26' 49'' E$ crossing a portion of said 11.3151 acre tract a distance of 29.17 feet to the place of beginning;

containing 525 square feet (= 0.012 acre) of land, more or less.

Together with a temporary construction easement, and bounded and described as follows:

Beginning at a point in the southwesterly Limited Access right-of-way line of U.S. Route 33 as shown on the Ohio Department of Transportation plans for FRA-33-(26.21-30.13) Columbus – Lancaster Road and in a northeasterly line of said 11.3151 acre tract, said point being the following two (2) courses along a portion of the southwesterly Limited Access right-of-way line of U.S. Route 33 and northeasterly lines of said 11.3151 acre tract from the most northwesterly corner of said 11.3151 acre tract:

3. and with a curve to the right, data of which is: radius = 12,402.67 feet, and delta = $00^{\circ} 44' 23''$, arc length = 160.13 feet, a chord distance of 160.13 feet bearing $S 67^{\circ} 52' 03'' E$, and
4. $S 53^{\circ} 46' 20'' E$ a distance of 135.73 feet;

thence, from said place of beginning, $S 53^{\circ} 46' 20'' E$ along the southwesterly Limited Access right-of-way line of U.S. Route 33 and along a portion of a northeasterly line of said 11.3151 acre tract a distance of 38.26 feet to a point at a corner of said 11.3151 acre tract;

thence S 44° 38' 15" E along the southwesterly Limited Access right-of-way line of U.S. Route 33 and along a portion of a northeasterly line of said 11.3151 acre tract a distance of 12.05 feet to a point;
thence S 43° 26' 49" W crossing a portion of said 11.3151 acre tract a distance of 60.18 feet to a point;
thence N 46° 33' 11" W crossing a portion of said 11.3151 acre tract a distance of 50.00 feet to a point;
thence N 43° 26' 49" E crossing a portion of said 11.3151 acre tract a distance of 55.78 feet to the place of beginning;
containing 2,936 square feet (= 0.067acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from information and design provided by McGill Smith Punshon, Inc., on October 24, 2018. Basis of bearings are based on the bearings as defined by the 11.3151 acre tract of land conveyed to HD Development of Maryland, Inc., in deed of record in Instrument No. 200707020115156, Recorder's Office, Franklin County, Ohio.

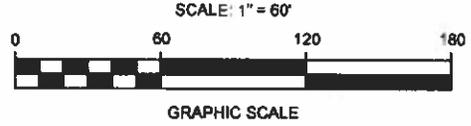
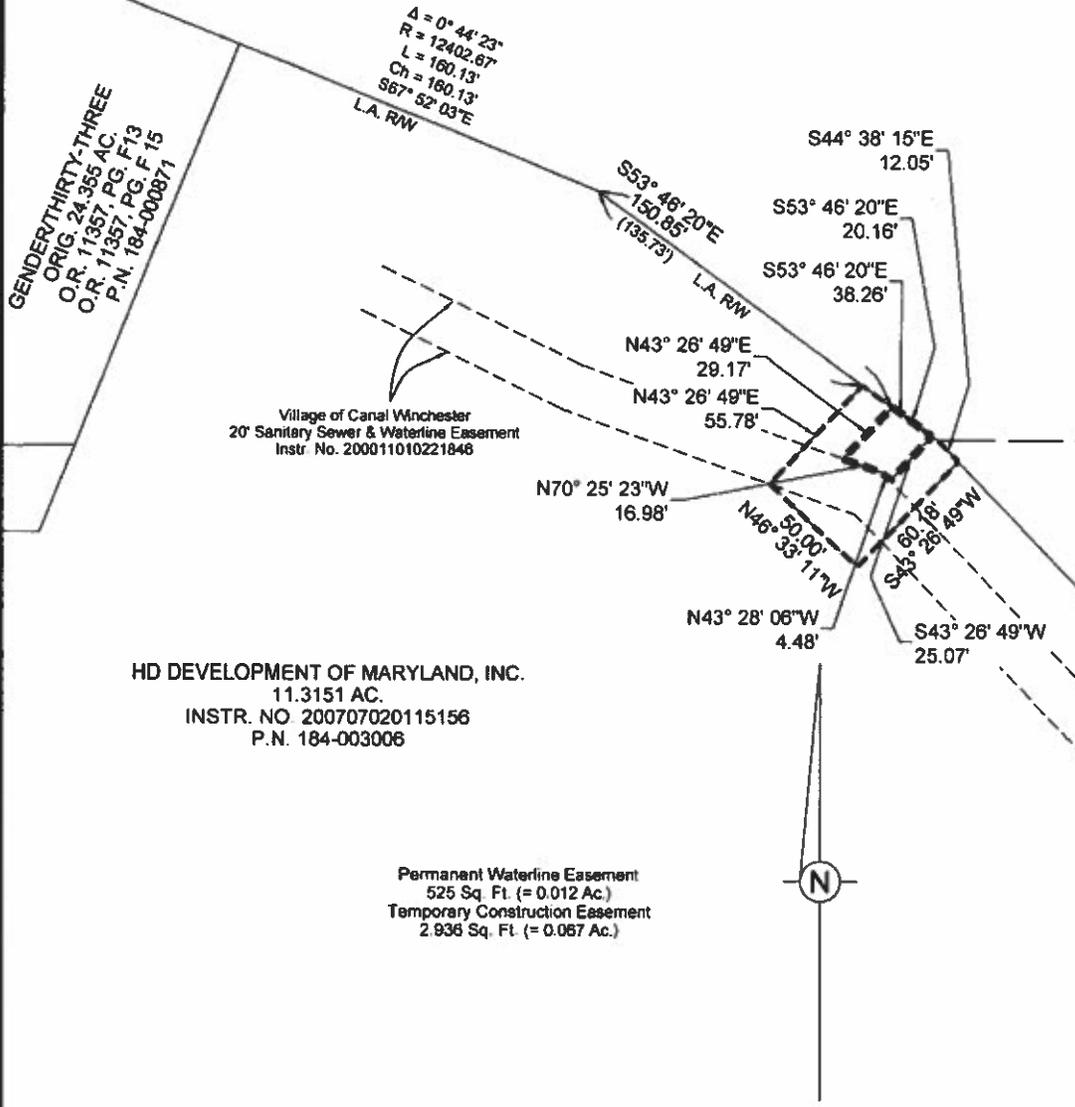
Kevin L. Baxter 10/25/18

Kevin L. Baxter ~ Ohio Surveyor No. 7697



MBS

U.S. ROUTE 33
 FRA-33-(26.21-30.13) COLUMBUS - LANCASTER ROAD



BASIS OF BEARINGS: Bearings are based on the 11.3151 acre tract of land conveyed to HD Development of Maryland, Inc. in deed of record in Instrument No. 200707020115156, Recorder's Office, Franklin County, Ohio.

**EXHIBIT OF A WATERLINE EASEMENT,
 THROUGH A PORTION OF 6035 GENDER ROAD
 CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
 (SEC. 24, T. 11 N., R. 21 W., MATCHES W'S SURVEY OF CONGRESS LANDS)**

SCALE: 1" = 60'

OCTOBER 25, 2018



3500 Snouffer Road, Ste. 225
 Columbus, Ohio 43225
 Ph: (614) 761-1661



Kevin L. Baxter
 Kevin L. Baxter ~ Ohio Surveyor No. 7697

NBS

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Exhibit C
Depiction of Access Drive and Truck Route

[see attached page]

MBS

Exhibit D
Legal Description of HD Parcel

Parcel No. 124 - 003004 - 00
Township of Franklin, City of Canal Winchester

Tract I - 0.0380 Acres

Situate in Section 24, Township 11, range 21, Village of Canal Winchester, Franklin County, Ohio, being a part of a tract of land described as "Parcel 2" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records and more particularly described as follows:

Beginning in the southwest corner of section 24, said section corner being witnessed by a found 3/4" iron pipe;

Thence in the southerly line of section 24, North 89°35'38" East, a distance of 1493.31 feet to a found 5/8" iron pin with cap marked "E M H & T", said iron pin also being the southwesterly corner of a tract of land conveyed to WINCHESTER SQUARE, LLC, by instrument no. 200412200286893 of the Franklin County, Ohio records, said iron pin also being the southeast corner of a tract of land described as "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records;

Thence leaving said section line, and in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 00°24'22" West, a distance of 440.00 feet to a found 5/8" iron pin with cap marked "E M H & T";

Thence in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 29°24'22" West, a distance of 610.00 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.";

Thence in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 24°44'36" East, a distance of 690.83 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin with cap also being a common corner to a tract of land described as "Parcel 2" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13, said iron pin with cap also being the True Point of Beginning for the parcel herein described;

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thence the following 4 courses:

1. In said line common to "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records and said "Parcel 2" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, South 89°33'38" West, a distance of 5.83 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
2. In a new division line across said "Parcel 2" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 22°11'01" East, a distance of 179.15 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin also being in a southerly right-of-way line of U. S. Route 33, said right-of-way line being described in a survey made by the Ohio Department of Transportation and recorded in Book 32, Page 53 of the Franklin County, Ohio Records; thence
3. Following in said southerly right-of-way line of U. S. Route 33, in a curve to the left with a radius of 12402.67 feet, with a delta angle of 0° 03' 41", subtended by a chord which bears South 67°31'44" East, a chord distance of 13.28 feet, with an arc distance of 13.28 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
4. Leaving said southerly right-of-way line, and in the easterly line of said parcel 2 conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, South 24°44'36" West, a distance of 177.02 feet to the True Point of Beginning.

Containing 1.654 Square Feet or 0.0380 Acres.

The basis of bearings for the above description is the south line of the southwest 1/4 section 24, North 89° 35' 38" East, as described in Official Record 295291114.

The above description is based on a survey dated November 2004, December 2004 and January 2005, by Preferred Surveying Company, Inc., under the direct supervision of Patrick S. Finn, Professional Surveyor no. 7181.

Tract 2 - 0.4906 Acres

Situate in Section 24, Township 11, range 21, Village of Canal Winchester, Franklin County, Ohio, being a part of a tract of land described as "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, and being more particularly described as follows:

Beginning in the southwest corner of section 24, said section corner being witnessed by a 3/4" iron pipe;

Thence in the southerly line of section 24, North 89°35'38" East, a distance of 1493.31 feet to a found 5/8" iron pin with cap marked "E M H & T", said iron pin also being the southwesterly corner of a tract of land conveyed to WINCHESTER SQUARE, LLC, by instrument no. 200412200286893 of the Franklin County, Ohio records, said iron pin also being the southeast corner of a tract of land described as "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records;

thence leaving said section line, and in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 00°24'22" West, a distance of 440.00 feet to a found 5/8" iron pin with cap marked "E M H & T";

Thence in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 29°24'22" West, a distance of 610.00 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.";

Thence in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 24°44'36" West, a distance of 316.00 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin with cap being the True Point of Beginning for the parcel herein described;

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thence the following 5 courses:

1. In a new division line across said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 00°16'09" East, a distance of 305.16 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
2. In a new division line across said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, South 89°45'31" East, a distance of 135.03 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
3. In a new division line across said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 22°11'01" East, a distance of 38.66 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; said iron pin also being in the southerly line of a tract of land described as "Parcel 2" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records; thence
4. Following in the southerly line of said "Parcel 2" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 89°33'38" East, a distance of 5.83 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
5. In the easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, and in a westerly line of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official Record 29529I01, South 24°44'36" West a distance of 374.83 feet to the True Point of Beginning.

Containing 21,365 Square Feet or 0.4906 Acres.

The basis of bearings for the above description is the south line of the southwest 1/4 section 24, North 89° 35' 38" East, as described in Official Record 29529H14.

The above description is based on a survey dated November 2004, December 2004 and January 2005, by Preferred Surveying Company, Inc., under the direct supervision of Patrick S. Finn, Professional Surveyor no. 7181.

Tract 3 - 10.7865 Acres

Situate in Section 24, Township 11, range 21, Village of Canal Winchester, Franklin County, Ohio, being a part of a tract of land conveyed to Gender/Thirty-Three by instrument No. 200412200286893 of the Franklin County, Ohio records, and being more particularly described as follows:

Beginning in the southwest corner of section 24, said section corner being witnessed by a 3/4" iron pipe.

Thence in the southerly line of section 24, North 89°35'38" East, a distance of 1493.31 feet to a found 5/8" iron pin with cap marked "E M H & T"; said iron pin also being the southwesterly corner of a tract of land conveyed to WINCHESTER

SQUARE, LLC, by instrument no. 200412200286893 of the Franklin County, Ohio records, said iron pin also being the southeast corner of a tract of land described as "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records;

Thence leaving said section line, and in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 00°24'22" West, a distance of 440.00 feet to a found 5/8" iron pin with cap marked "E M H & T";

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Thence in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 29°24'22" West, passing a found iron pin with cap "E M H & T" at 183.15 feet, a distance of 345.56 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.";

Thence in a westerly line of a tract of land conveyed to WINCHESTER SQUARE, LLC, by instrument no. 200412200286893 of the Franklin County, Ohio records, North 00°16'09" East, passing a found 5/8" iron pin with cap marked "E M H & T" at 183.15 feet, a distance of 277.82 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin being the True Point of Beginning of the parcel herein described; thence the following 17 courses:

1. In a new division line across a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, North 00°16'19" East, a distance of 239.51 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin with cap being in an easterly line of said "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records; thence
2. In an easterly line of "Parcel 1" and "Parcel 2", both conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 21°44'36" East, a distance of 551.85 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin with cap being in a southerly right-of-way line of U. S. Route 33, said right-of-way line being described in a survey made by the Ohio Department of Transportation and recorded in Book 32, Page 53 of the Franklin County, Ohio Records; thence
3. In said southerly right-of-way line of U. S. Route 33, in a curve to the left, with a radius of 12402.67 feet, with a delta angle of 0° 40' 42", subtended by a chord which bears South 67°53'54" East, a chord distance of 146.84 feet, with an arc distance of 146.84 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
4. Continuing in a southerly right-of-way line of U. S. Route 33, South 53°46'20" East, a distance of 173.99 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
5. Continuing in a southerly right-of-way line of U. S. Route 33, South 43°42'36" East, a distance of 260.56 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
6. Continuing in a southerly right-of-way line of U. S. Route 33, South 46°55'15" East, a distance of 203.62 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin with cap also being a common corner to tract of land conveyed to WINCHESTER SQUARE, LLC, by instrument no. 200412200286893 of the Franklin County, Ohio records; thence
7. Leaving said right-of-way line of U. S. Route 33, and in a westerly line of said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, South 43°04'45" West, a distance of 30.50 feet to a set mag nail; thence
8. Continuing in a westerly line of said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, in a curve to the right, whose radius is 75.00 feet, with a delta angle of 46° 08' 59", subtended by a chord which bears South 23°50'39" East, a chord distance of 58.79 feet, with an arc distance of 60.41 feet to a set mag nail; thence
9. Continuing in a westerly line of said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, South 01°06'12" East, a distance of 142.34 feet to a set mag nail; thence

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10. Continuing in a westerly line of said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, in a curve to the left, whose radius is 75.00 feet, with a delta angle of 37° 42' 02", subtended by a chord which bears South 17°33'38" East, a chord distance of 48.46 feet, with an arc distance of 49.35 feet to a set mag nail; thence
11. Continuing in a westerly line of said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, South 37°25'51" East, a distance of 6.71 feet to a set mag nail; thence
12. Leaving said westerly line of Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, and in a new division line across said Gender/Thirty-Three, South 52°34'11" West, a distance of 23.33 feet to a set mag nail; thence
13. Continuing in new division line across said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, South 78°55'52" West, a distance of 42.88 feet to a set mag nail; thence
14. Continuing in new division line across said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, South 89°29'30" West, a distance of 301.26 feet to a set mag nail; thence
15. Continuing in new division line across said Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, South 76°33'44" West, a distance of 107.29 feet to a set mag nail, said mag nail being in a northerly line of WINCHESTER SQUARE, LLC, recorded in instrument no. 200412200286893 of the Franklin County, Ohio records; thence
16. Following in said northerly line of WINCHESTER SQUARE, LLC, South 89°29'30" West, passing a corner of said WINCHESTER SQUARE, LLC at 44.63 feet, and continuing in a new division line across said Gender/Thirty-Three recorded in Official Record 29529101 of the Franklin County, Ohio records, a distance of 67.71 feet to a set mag nail; thence
17. Continuing in a new division line across said Gender/Thirty-Three recorded in Official Record 29529101 of the Franklin County, Ohio records, North 78°43'50" West, a distance of 334.19 feet to the True Point of Beginning.

Containing 469,858 Square Feet or 10.7865 Acres.

The basis of bearings for the above description is the south line of the southwest 1/4 section 24, North 89° 35' 38" East, as described in Official Record 295291114

The above description is based on a surveys dated November 2004, December 2004 and January 2005, by Preferred Surveying Company, Inc., under the direct supervision of Patrick S. Finn, Professional Surveyor no. 7181.

Said three Tracts described above (Tract 1 - 0.0380 Acres, Tract 2 - 0.4906 Acres, and Tract 3 - 10.7865 Acres), when consolidated, can also be described as follows:

11.3151 Acre Tract

Situate in Section 24, Township 11, range 21, Village of Canal Winchester, Franklin County, Ohio, being a part of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, and also being a part of the tracts of land described as "Parcel 1" and "Parcel 2" as conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, and being more particularly described as follows:

Beginning in the southwest corner of section 24, said section corner being witnessed by a 3/4" iron pipe:

Thence in the southerly line of section 24, North 89°35'38" East, a distance of 1493.31 feet to a found 5/8" iron pin with cup marked "E M H & T", said point also being the southwesterly corner of a tract of land conveyed to WINCHESTER SQUARE, LLC, by instrument no. 200412200286893 of The Franklin County, Ohio records, said point also being the southeast corner of a tract of land described as "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official

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Record 11357F13 of the Franklin County, Ohio records;

Thence leaving said section line, and in an easterly line of a tract of land described as "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 00°24'22" West, a distance of 440.00 feet to a found 5/8" iron pin with cap marked "E. M. H. & T".

Thence in an easterly line of said tract of land described as "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in Official Record 11357F13 of the Franklin County, Ohio records, North 29°24'22" West, passing a found iron pin with cap marked "E. M. H. & T" at 183.15 feet, a distance of 345.56 feet to a found 5/8" iron pin with cap marked "E. M. H. & T".

Thence in a westerly line of a tract of land conveyed to WINCHESTER SQUARE, LLC, by instrument no. 200412200286893 of The Franklin County, Ohio records, North 00°16'09" East, passing a found 5/8" iron pin with cap marked "E. M. H. & T" at 183.15 feet, and in a line across a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official record 29529101 of the Franklin County, Ohio records, a distance of 277.82 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin also being the True Point of Beginning of the parcel herein described; thence the following 18 courses:

1. Continuing in a new division line across a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official Record 29529101 of the Franklin County, Ohio records, and also in a new division line through "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in official record 11357F13 of the Franklin County, Ohio records, North 00° 16' 09" East, a distance of 544.67 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
2. In a new division line through "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in official record 11357F13 of the Franklin County, Ohio records, South 89° 45' 31" East, a distance of 135.03 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
3. Continuing in a new division line through "Parcel 1" conveyed to Gender/Thirty-Three by deed recorded in official record 11357F13 of the Franklin County, Ohio records, North 22° 11' 01" East, a distance of 217.81 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co.", said iron pin being in the northwesterly corner of the parcel herein described, said iron pin also being in the southerly right-of-way line of U. S. Route 33; thence
4. In said southerly right of way line of U. S. Route 33 and in the northerly line of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official record 29529101 of the Franklin County, Ohio records, in a curve to the left with a radius of 12402.67 feet, with a delta angle of 0° 40' 42", subtended by a chord which bears South 67° 52' 03" East, a chord distance of 160.13 feet, with an arc distance of 160.13 feet, to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
5. Continuing in said line of U. S. Route 33 and in the northerly line of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official record 29529101 of the Franklin County, Ohio records, South 53°46' 20" East, a distance of 173.99 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
6. Continuing in said line of U. S. Route 33 and in the northerly line of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official record 29529101 of the Franklin County, Ohio records, South 43° 42' 36" East, a distance of 260.56 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
7. Continuing said line of U. S. Route 33 and in the northerly line of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official record 29529101 of the Franklin County, Ohio records, South 46° 55' 15" East, a distance of 203.62 feet to a set 5/8" iron pin with cap marked "Preferred Surv. Co."; thence
8. Leaving said line of U. S. Route 33 and in the easterly line of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official record 29529101 of the Franklin County, Ohio records, South 43° 04' 45" West, a distance of 30.30 feet to a set mag nail; thence
9. Continuing and in the easterly line of a tract of land conveyed to Gender/Thirty-Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, in a curve to the right with a radius of 75.00 feet, with a delta angle of 46° 08' 59", subtended by a chord which bears South 23° 50' 39" East, a chord distance of 58.79 feet, with an arc distance of 60.41 feet to a set mag nail; thence

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10. Continuing and in the easterly line of a tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, South 01° 06' 12" East, a distance of 142.34 feet to a set mag nail; thence
11. Continuing and in the easterly line of a tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, in a curve to the left with a radius of 75.00 feet, with a delta angle of 37° 42' 02", subtended by a chord which bears South 17° 33' 58" East, a chord distance of 48.46 feet, with an arc distance of 49.35 feet to a set mag nail; thence
12. Continuing and in the easterly line of a tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, South 37° 25' 51" East, a distance of 6.71 feet to a set mag nail; thence
13. In a new division line through said tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, South 52° 34' 11" West, a distance of 23.33 feet to a set mag nail; thence
14. Continuing in a new division line through said tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, South 78° 55' 52" West, a distance of 42.88 feet to a set mag nail; thence
15. Continuing in a new division line through said tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, South 89° 29' 30" West, a distance of 301.26 feet to a set mag nail; thence
16. Continuing in a new division line through said tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, South 76° 33' 44" West, a distance of 107.29 feet to a set mag nail, said mag nail being in a northerly line of a tract of land conveyed to Winchester Square, LLC in instrument no. 200412200286889; thence
17. Continuing in said northerly line of a tract of land conveyed to Winchester Square, LLC in instrument no. 200412200286889, passing a set mag nail at 44.63 feet, and continuing in a new division line through said tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, South 89° 29' 30" West, a distance of 67.71 feet to a set mag nail; thence
18. Continuing in a new division line through said tract of land conveyed to Gender/Thirty Three by deed recorded in Official record 29529101 of the Franklin County, Ohio Records, North 78° 43' 50" West, a distance of 334.19 feet to the True Point of Beginning.

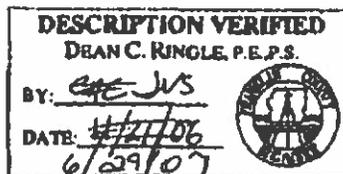
Containing 492,890 Square Feet or 11.3151 Acres.

The basis of bearings for the above description is the south line of the southwest 1/4 section 24, North 89° 35' 38" East, as described in Official Record 29529114.

The above description is based on a survey dated November 2004, December 2004 and January 2005, by Preferred Surveying Company, Inc., under the direct supervision of Patrick S. Finn, Professional Surveyor no. 7181.

TOGETHER WITH the appurtenant easement rights in the easement for access, parking, utilities and walkway more fully described in the Declaration of Easements appearing of record at Instrument No. 200412200286889, Franklin County records.

ALSO TOGETHER WITH a Restriction Agreement and Grant of Easements agreement appearing of record at Instrument No. 200503220052790, Franklin County records.



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ORDINANCE NO. 19-030

AN ORDINANCE TO ACCEPT HILL ROAD RIGHT-OF-WAY

WHEREAS, Westport Homes, Inc., owns property located on Hill Road identified as Fairfield County Auditor Parcel No. 0370240800, upon which Westport Homes reserved property for road right-of-way; and

WHEREAS, by Ordinance No. 19-014, the Council accepted from Westport Homes, Inc. and dedicated a 0.921-acre parcel of land, which formerly was part of Fairfield County Auditor Parcel No. 0370240700, adjacent to the parcel identified above; and

WHEREAS, Westport Homes, Inc., desires to dedicate a 0.074-acre parcel of land from Fairfield County Auditor Parcel No. 0370240800, adjacent to the previously accepted 0.921-acre parcel, to the City of Canal Winchester for road right-of-way purposes; and

WHEREAS, the Director of Public Service recommends acceptance of the dedication;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Council does hereby accept and dedicate the 0.074-acre parcel of land described in Exhibit A and depicted in Exhibit B for road right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Westport Homes, Inc., evidencing the acceptance of the right-of-way dedication as authorized herein and in Ordinance No. 19-014.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

Legal Counsel

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

0.995 ACRE

Situated in the State of Ohio, County of Fairfield, Township of Violet, in Section 29, Township 15, Range 20, Congress Lands, being comprised of a part of each of those tracts of land conveyed to Westport Homes, Inc. by deeds of record in Official Record 1686, Page 506 and Official Record 1729, Page 1280, (all references are to the records of the Recorder's Office, Fairfield County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the southwesterly corner of the subdivision entitled "Canal Cove Section 1", of record in Plat Cabinet 2, Slot 78, in the easterly line of that 0.324 acre tract conveyed to G & B 262 LLC by deed of record in Official Record 1717, Page 3618, in the northerly right-of-way line of Hill Road (County Road 18);

Thence South 81° 44' 02" East, partly with the southerly line of said "Canal Cove Section 1", partly crossing said Westport Homes tracts, and with said northerly right of way line, a distance of 1444.46 feet to an iron pin set in the westerly line of that tract conveyed to Chester Limited Partnership by deeds of record in Deed Book 607, Page 162, Deed Book 607, Page 164 and Deed Book 607, Page 166;

Thence South 04° 46' 24" West, with said westerly line, a distance of 30.06 feet to a magnetic nail set at the southwesterly corner thereof, in the centerline of said Hill Road;

Thence North 81° 44' 02" West, with said centerline, a distance of 1444.27 feet to a 1" solid iron pin found at the southeasterly corner of said 0.324 acre tract;

Thence North 04° 26' 09" East, with the easterly line of said 0.324 acre tract, a distance of 30.07 feet to the POINT OF BEGINNING, containing 0.995 acre of land, more or less, of which 0.921 acre falls within Parcel Number 0370240700 and 0.074 acre falls within Parcel Number 0370240800.

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

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

The bearings herein are based on the Ohio State Plane Coordinate System as per NAD 83. Control for the bearings was from coordinates of monument numbers 4442 and 7761 established by the Franklin County Engineering Department using global positioning procedures and equipment.

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

9 AUG 17

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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LEGAL DESCRIPTION AND PLAT
MEETS MINIMUM STANDARDS FOR
BOUNDARY SURVEYS. FAIRFIELD
COUNTY ENGINEER.

BY *[Signature]* DATE 8/17/17

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY. FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY AS DATE 8/10/17
90/19393





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

emht.com

SURVEY OF ACREAGE PARCEL

SECTION 29, TOWNSHIP 15, RANGE 20

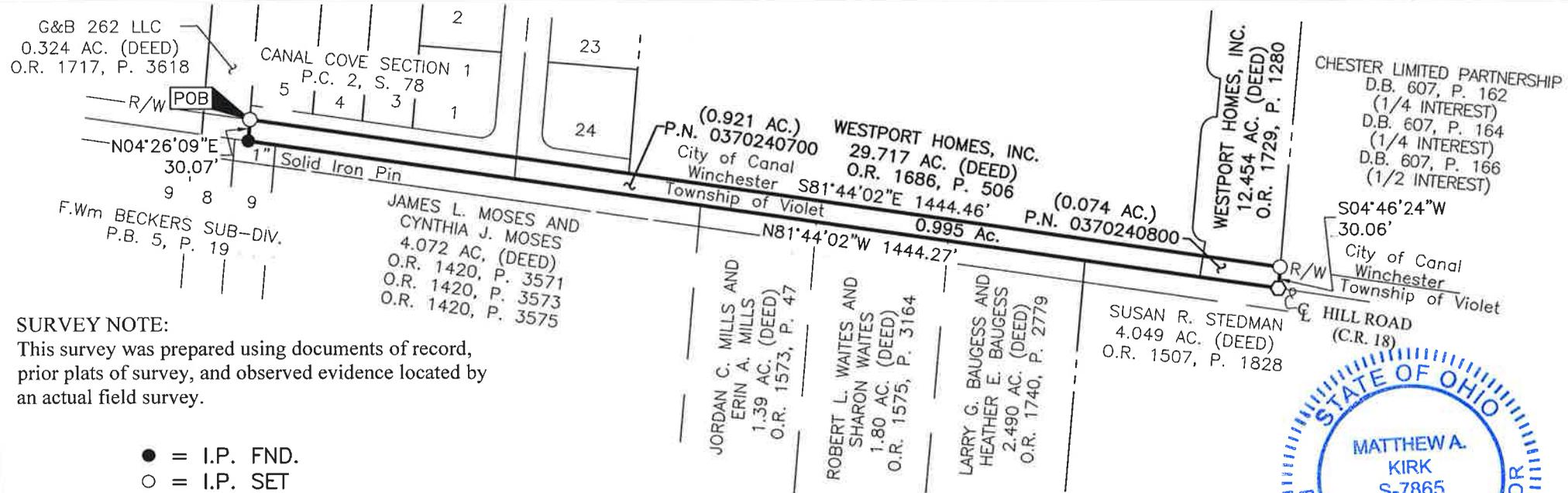
CONGRESS LANDS

TOWNSHIP OF VIOLET, COUNTY OF FAIRFIELD, STATE OF OHIO

Date: August 9, 2017

Scale: 1" = 200'

Job No: 20160373



SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

- = I.P. FND.
- = I.P. SET
- ⊗ = I.P. RESET
- ⊕ = MAG. NAIL SET
- ⊗ = MAG. NAIL RESET

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



GRAPHIC SCALE (in feet)

BASIS OF BEARINGS:

The bearings shown on this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for the bearings was from coordinates of Monument Numbers 4442 and 7761 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



By Matthew A. Kirk Date 9 Aug 17
Matthew A. Kirk
Professional Surveyor No. 7865