

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

October 04, 2021

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk

Roll Call: Clerk of Council

Approval of Minutes

Welcome & Reading of Agenda: Pres Houk

Presentation: Oath of Office

LANDS: Mr. Schottke

Ordinance C-51-21

Accept the Annexation of 0.551 acres located at 2277 White Road. Second reading and public hearing.

Ordinance C-52-21

Accept the Annexation of 0.460 acres located at 2155 White Road. Second reading and public hearing.

Ordinance C-53-21

Accept the Plat of Pinnacle Quarry, Section 1. Second reading and public hearing.

Ordinance C-54-21

Approve a Special Use Permit for a Drive-thru for Pizza Cottage located at 4065 Marlane Drive. Second reading and public hearing.

Ordinance C-57-21

Authorizing the Appropriation of Property and Easements from Multiple Properties for the Public Purpose of Making, Repairing, and Improving a Public Road, specifically, the Demorest Road Corridor Improvement Project. First reading.

SERVICE: Mr. Berry

Ordinance C-58-21

Authorize the Director of Public Service to enter into a Franchise Agreement with Local Waste Services, LLC for Solid Waste, Recycling and Yard Waste Collection, Transportation and Disposal. First reading.

Ordinance C-59-21

Authorize the Director of Public Service to enter into an Agreement with Rumpke of Ohio, Inc. for Acceptance and Processing of Recyclable Materials. First reading.

FINANCE: Mr. Holt

Ordinance C-55-21

Appropriate \$2,576,471.50 from the Capital Improvement Fund for the Current Expense of Mulberry Run Sanitary Sewer Extension Improvements. Second reading and public hearing.

Ordinance C-56-21

Appropriate \$5,590,349.00 from the Capital Improvement Fund for the Current Expense of Phase 1 Demorest Road Improvements. Second reading and public hearing.

Ordinance C-60-21

Authorizing the City Administrator to enter into a Loan Agreement with Franklin County, Ohio in the maximum principal amount of \$1,015,000.00 for the purpose of paying the costs of Improving the City's Public Roadway System by constructing, reconstructing, extending, opening, widening, grading and paving, installing electric, sanitary sewer, storm sewer and water utility improvements, lighting and conduit, curbs and gutters, ADA compliant handicapped ramps, sidewalks, multi-use trails, signage and signalization, traffic pavement markings and landscaping, and Acquiring any necessary Real Estate and Interests therein and providing for related site preparation, together with all necessary and related appurtenances thereto, and Authorizing the Execution and Delivery of any additional documents related thereto and declaring an emergency.

Ordinance C-61-21

Enact a Voluntary Vaccination Incentive Program for City Employees and Appropriate \$300,000.00 from the Local Fiscal Recovery Fund for the Current Expense of the Program and declare an emergency.

Call for New Business

Call for Dept. Reports & Closing Comments Adjourn: Pres. Houk

ON FILE: Minutes of: 09/20 - Council

Date: 09/14/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No. : C-51-21
1st Reading: 09/20/21
Public Notice: 09/21/21
2nd Reading: 10/04/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-51-21

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.551+ ACRES LOCATED AT 2277 WHITE ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.551+ acres, more or less, in Jackson Township was duly filed by Ann C. Geiger; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on June 29, 2021; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 22, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Ann C. Geiger, the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on June 08, 2021, and which said petition was approved for annexation to the City of Grove City by the County Commissioners on June 22, 2021, be and the same is hereby accepted.

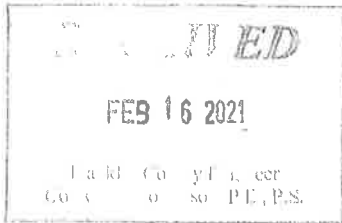
Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 6840. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 2. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

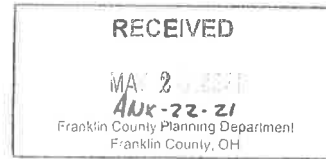
SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council



C-51-21
Exhibit A

CO N
FR
By Fran/lu D 2/16/2021



Description of a 0.551± acre tract for annexation purposes

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 6840, and being all of a 0.551+- acre tract of land as conveyed to Ann C Geiger by Instr.201706010072981 and being more particularly described for annexation purposes as follows:

BEGINNING for the same at the northeast corner of Lot 10 of Briarwood Hills Subdivision No. 4 (P.B. 42, Pg.129), being the southeast corner of said Geiger at the westerly right-of-way of Hunting Creek Drive;

thence N 83°59' W a distance of 110.06 feet along the northerly line of said Lot 10 and the southerly line of said Geiger to the southeast corner of land conveyed to Steven A Francis and Sandra L Francis (Instr.200407130162577), being the southwest corner of said Geiger;

thence N 04°11'15" E a distance of 219.99 feet along the easterly line of said Francis and westerly line of Geiger to the southerly line of a 0.056 acre tract as conveyed to the City of Grove City (Instr.201403050026586), being the northwest corner of Geiger at the southerly right-of-way of White Road and the City of Grove City corporation line as established by Ordinance Number C-18-14;

thence S 83°59'12" E a distance of 81.01 feet along said right-of-way and corporation line;

thence leaving said corporation line with a curve to the right, having a radius of 30.00 feet, an arc length of 46.16 feet, a chord length of 41.73 feet, bearing S 39°53'36" E, along the westerly right-of-way of said Hunting Creek Drive;

thence S 04°11'15" W continuing with said right-of-way a distance of 190.94 feet to the POINT OF BEGINNING, containing approximately 0.551± acres of land, more or less.

The total length of the annexation perimeter is 648.16± feet, of which 81.01± feet is contiguous with existing City of Grove City Corporation lines, resulting in 12.5% perimeter contiguity.

All documents referenced herein are Franklin County Recorder's records.

The above description was prepared by Matthew L Campbell, P.S. 8546 of Campbell and Associates, Inc. in January of 2021 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

Property Address: 2277 White Road, Grove City, Ohio 43123
Franklin County Parcel No.: 160-001733-00



C-51-21

Exhibit "B"

ANNEXATION PLAT

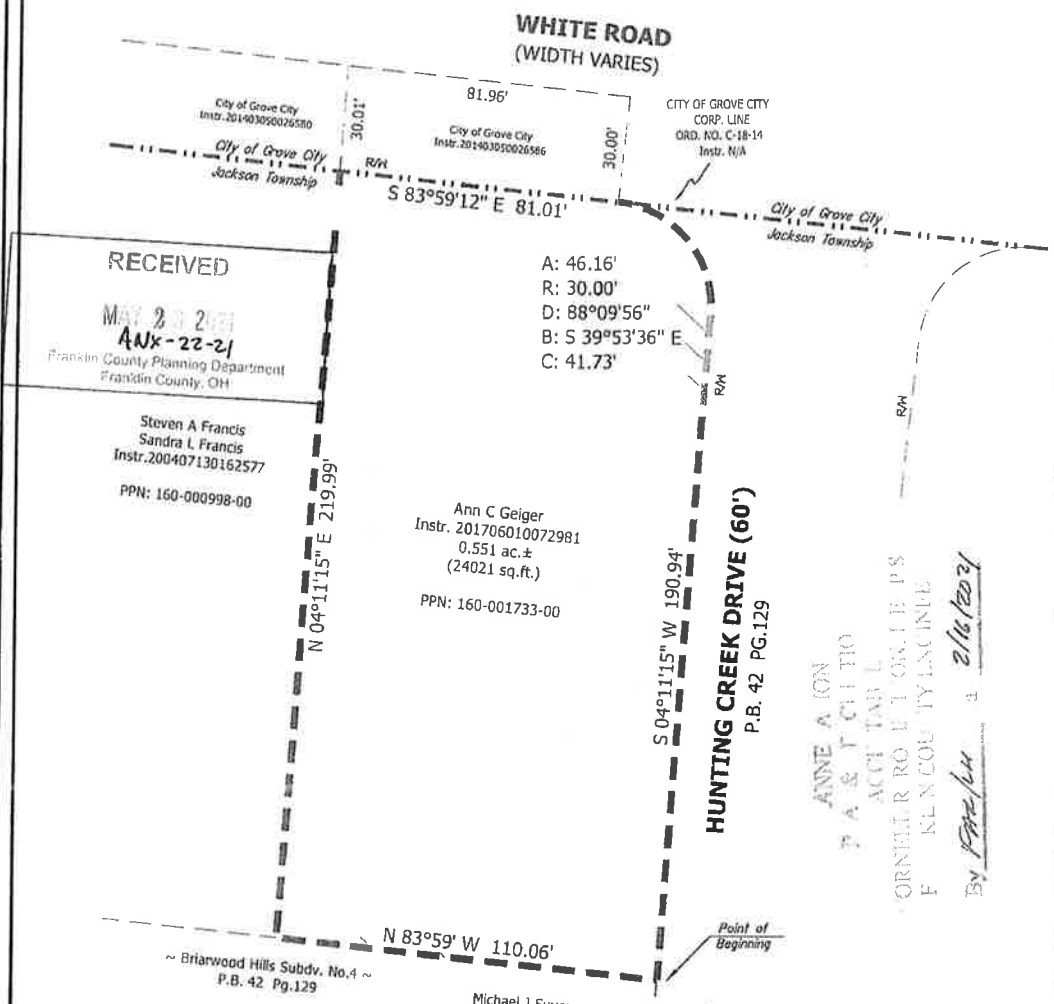
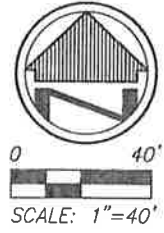
PROPOSED ANNEXATION OF 0.551± AC. IN VMS 6840 FROM JACKSON TOWNSHIP
TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

- LEGEND**
- EXISTING CITY OF GROVE CITY CORPORATION LINE
 - - - PROPOSED CITY OF GROVE CITY CORPORATION LINE
 - AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:
2277 WHITE ROAD, GROVE CITY, OHIO 43123

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 648.16± OF WHICH 81.01± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 12.5% PERIMETER CONTIGUITY.



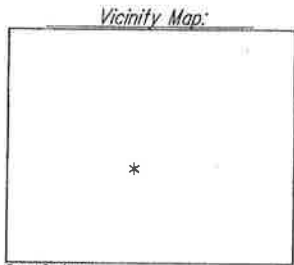
RECEIVED
MAY 22 2021
ANX-22-21
Franklin County Planning Department
Franklin County, OH

Steven A Francis
Sandra L Francis
Instr. 200407130162577
PPN: 160-000998-00

Ann C Geiger
Instr. 201706010072981
0.551 ac.±
(24021 sq.ft.)
PPN: 160-001733-00

HUNTING CREEK DRIVE (60')
P.B. 42 PG.129

ANNE A CON
P A & T C I T I O
ACCT TAB L
CORNER RO E T O N C I E P S
F K L N C O U N T Y L I N C I N E
By *[Signature]* 2/16/2021



NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.

[Signature]
MATTHEW L. CAMPBELL
CAMPBELL & ASSOCIATES, INC.
REG. NO. 8546

Michael J Suver
Jill Suver
Instr. 201309300165584
Lot 10
PPN: 160-002229-00



R EIV
FEB 16 2021
Pa kh C v ca
Cor I de so I S

Franklin County Parcel # 160-001733-00
Job: CO173001
CAMPBELL & ASSOCIATES, INC.
Land Surveyors
(800)233-4117
www.campbellsurvey.com

Date: 09/14/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-52-21
1st Reading: 09/20/21
Public Notice: 09/21/21
2nd Reading: 10/04/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-52-21

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.460+ ACRES LOCATED AT 2155 WHITE ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.460+ acres, more or less, in Jackson Township was duly filed by Joseph A. & Emily Jane McClung; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on June 29, 2021; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 22, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Joseph A. & Emily Jane McClung, the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on June 08, 2021, and which said petition was approved for annexation to the City of Grove City by the County Commissioners on June 29, 2021, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 6840. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 2. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Passed:

REC IV

JAN 13 2021

C-52-21
Exhibit "A"

RECEIVED

MAY 8 8 2021

Franklin County Planning Department
Franklin County, OH

ANX-21-21

2/13/21

Description of a 0.460± acre tract for annexation purposes

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 6840, and being all of Lot 8 of Briarwood Hills No.4 (P.B. 42, Pg.129) as conveyed to Emily Jane McClung and Joseph A McClung by Instr.202011170182620 and being more particularly described for annexation purposes as follows:

BEGINNING for the same at the northeast corner of said Lot 8, being on the southerly right-of-way of White Road and an existing southerly City of Grove City corporation line as established by Ordinance Number C-15-11;

thence southerly, leaving said right-of-way and corporation line, along the easterly line of Lot 8 and westerly line of Lot 7, a distance of 191± feet to the southeasterly corner of Lot 8 and the northerly line of Lot 23;

thence westerly along the southerly line of Lot 8 and the northerly line of Lot 23, a distance of 105± feet to the southwest corner of Lot 8;

thence northerly along the westerly line of Lot 8 and the easterly line of Lot 9, a distance of 191± feet to the northwesterly corner of Lot 8 on said southerly right-of-way of White Road and existing City of Grove City corporation line;

thence easterly along the northerly line of Lot 8, also said right-of-way and corporation line, a distance of 105± feet to the POINT OF BEGINNING, containing approximately 0.460± acres of land, more or less.

The total length of the annexation perimeter is 592± feet, of which 105± feet is contiguous with existing City of Grove City Corporation lines, resulting in 17.7% perimeter contiguity.

All documents referenced herein are Franklin County Recorder's records.

The above description was prepared by Matthew L Campbell, P.S. 8546 of Campbell and Associates, Inc. in December of 2020 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

Property Address: 2155 White Road, Grove City, Ohio 43123
Franklin County Parcel No.: 160-002227-00

Matthew L Campbell
P.S. 8546
Campbell and Associates, Inc.
21

C-52-21

Exhibit "B"

ANNEXATION PLAT

PROPOSED ANNEXATION OF 0.460± AC. LOT 8 OF BRIARWOOD HILLS NO.4
(P.B. 42, PG.129) IN VMS 6840 FROM JACKSON TOWNSHIP TO
THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

LEGEND

- EXISTING CITY OF GROVE CITY CORPORATION LINE
- PROPOSED CITY OF GROVE CITY CORPORATION LINE
- AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:

2155 WHITE ROAD, GROVE CITY, OHIO 43123

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 592'± OF WHICH 105'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 17.7% PERIMETER CONTIGUITY.



0 40'

SCALE: 1"=40'

**RECEIVED**

MAY 28 2021

ANX-21-21

Franklin County Planning Department
Franklin County, OH**RECEIVED**

JAN 13 2021

Franklin County Planning Department
Council is authorized to P.S.

NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.

MATTHEW L. CAMPBELL
CAMPBELL & ASSOCIATES, INC.

REG. NO. 8546

1-5-21
DATE

Franklin County Parcel
160-002227-00

Job: CO172091

CAMPBELL & ASSOCIATES, INC.
Land Surveyors
(800)233-4117
www.campbellsurvey.com

Date: 09/14/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-53-21
1st Reading: 09/20/21
Public Notice: 09/21/21
2nd Reading: 10/04/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-53-21

AN ORDINANCE TO ACCEPT THE PLAT OF PINNACLE QUARRY, SECTION 1

WHEREAS, Pinnacle Quarry, Section 1, a subdivision containing lots 93 - 115, 122 - 141, 154 - 175 inclusive, and areas designated as Reserve "F, H, I, J and K" inclusive, has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Pinnacle Quarry, Section 1, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 469, containing 21.406 acres of land, more or less. Said 21.406 acres being all out of those tracts of land conveyed to M/I Homes of Central Ohio, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/14/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-54-21
1st Reading: 09/20/21
Public Notice: 9/21/21
2nd Reading: 10/04/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-54-21

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE-THRU WINDOW FOR PIZZA COTTAGE LOCATED AT 4065 MARLANE DRIVE

WHEREAS, Lancaster Wings, Inc., applicant, has submitted a request for a Special Use Permit for a Drive-Thru Window for Pizza Cottage located at 4065 Marlane Drive; and

WHEREAS, on September 10, 2021, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. The applicant will work with the Urban Forester to select appropriate plantings for the landscape median.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Aj is hereby issued to Pizza Cottage located at 4065 Marlane Dr., contingent upon the stipulation set by Planning Commission.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09-28-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Sponsor: Mr. Berry
Emergency: 30 Days: X
Current Expense: _____

No.: C-57-21
1st Reading: 10/04/21
Public Notice: 10/05/21
2nd Reading: 10/18/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-57-21

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF PROPERTY AND EASEMENTS FROM MULTIPLE PROPERTIES FOR THE PUBLIC PURPOSE OF MAKING, REPAIRING, AND IMPROVING A PUBLIC ROAD, SPECIFICALLY, THE DEMOREST ROAD CORRIDOR IMPROVEMENT PROJECT

WHEREAS, the City of Grove City is planning to make capital improvements to the Demorest Road corridor as part of the Demorest Road Corridor Improvement Project; and

WHEREAS, the Demorest Road corridor is in need of improvements to support safe vehicular, pedestrian and bicycle traffic in conjunction with development along the project corridor, including the proposed Brookpark Middle School site; and

WHEREAS, the Project is considered to be a priority need for the community; and

WHEREAS, the City's Consulting Engineer has prepared plans for the Demorest Road corridor reconstruction and related improvements as shown in each attachment herein; and

WHEREAS, the Project requires that the City obtain certain property, by Warranty Deed, as well as various permanent and temporary easements, from multiple property owners for the public purpose of making, repairing, and improving a public roadway which shall be open to the public without charge, as described and depicted in the attached exhibits; and

WHEREAS, Council has previously passed legislation for this Project (Resolution No. CR-50-21, Resolution No. CR-12-21 and Resolution No. CR-37-20) by appropriating the funds for the acquisition of the various real estate interests, and Resolution No. CR-46-21 determining to proceed with the acquisition; and

WHEREAS, the Project requires that the City obtain 0.170-acres by Warranty Deed without limitation of existing access rights (1-WD), a 0.009-acre Temporary Easement (1T-1), a 0.018-acre Temporary Construction Easement (1T-2), a 0.005-acre Temporary Construction Easement (1T-3), a 0.003-acre Drainage Easement (1D-1), and a 0.003-acre Drainage Easement (1D-2) from Columbus Baptist Association Inc., TR. (Parcel 1); and

WHEREAS, the Project requires that the City obtain 0.191-acres by Warranty Deed without limitation of existing access rights (2-WD) and a 0.026-acre Temporary Construction Easement (2T) from Richard E. Mills and Theresa Mills (Parcel 2); and

WHEREAS, the Project requires that the City obtain 0.106-acres by Warranty Deed without limitation of existing access rights (3-WD) and a 0.017-acre Temporary Construction Easement (3T) from Dana E. Foreman and Roberta J. Foreman (Parcel 3); and

WHEREAS, the Project requires that the City obtain 0.085-acres by Warranty Deed without limitation of existing access rights (4-WD), a 0.033-acre Temporary Construction Easement (4T), and a 0.001-acre Drainage Easement (4D) from Bryan Hupp (Parcel 4); and

WHEREAS, the Project requires that the City obtain 0.198-acres by Warranty Deed without limitation of existing access rights (6-WD) and a 0.037-acre Temporary Construction Easement (6T) from the Ohio Conference of Seventh-Day Adventists (Parcel 6); and

WHEREAS, the Project requires that the City obtain 0.065-acres by Warranty Deed without limitation of existing access rights (7-WD) and a 0.012-acre Temporary Construction Easement (7T) from William Thomas (Parcel 7); and

WHEREAS, the Project requires that the City obtain 0.085-acres by Warranty Deed without limitation of existing access rights (9WD), a 0.010-acre Highway Easement (9HW), and a 0.014-acre Temporary Construction Easement (9T) from Victor H. Cottrell and Beth A. Cottrell (Parcel 9); and

WHEREAS, the Project requires that the City obtain 0.085-acres by Warranty Deed without limitation of existing access rights (10WD) and a 0.009-acre Temporary Construction Easement (10T) from Douglas Weygandt and Dale S. Weygandt (Parcel 10); and

WHEREAS, the Project requires that the City obtain 0.085-acres by Warranty Deed without limitation of existing access rights (11WD) and a 0.015-acre Temporary Construction Easement (11T) from Nicholas Carroll and Pamela Carroll (Parcel 11); and

WHEREAS, the Project requires that the City obtain 0.293-acres by a Warranty Deed without limitation of existing access rights (12WD), a 0.002-acre Highway Easement (12HW), a 0.020-acre Temporary Easement (12T-1), and a 0.014-acre Temporary Easement (12T-2) from Barbara Ann Hallsteine, Trustee of The Robert A. Wilcox Revocable Living Trust Agreement (Parcel 12); and

WHEREAS, the Project requires that the City obtain 0.073-acres by Warranty Deed without limitation of existing access rights (13WD), a 0.002-acre Drainage Easement (13D), and a 0.009-acre Temporary Easement (13T) from Shelly G. Hanson and Chad E. Hanson (Parcel 13); and

WHEREAS, the Project requires that the City obtain 0.141-acres by a Warranty Deed without limitation of existing access rights (15WD) from Mayers Properties LTD (Parcel 15); and

WHEREAS, the Project requires that the City obtain 0.053-acres by Warranty Deed without limitation of existing access rights (18WD), a 35-square-foot Drainage Easement (18D), and a 0.011-acre Temporary Easement (18T) from Polly Carter (Parcel 18); and

WHEREAS, the Project requires that the City obtain a 0.021-acre Temporary Easement (20T) from James L. Burdette and Carol L. Burdette (Parcel 20); and

WHEREAS, the Project requires that the City obtain 0.382-acres by Warranty Deed without limitation of existing access rights (21WD), a 0.004-acre Drainage Easement (21D), a 0.004-acre Temporary Easement (21T-1), a 0.004-acre Temporary Easement (21T-2), and a 0.011-acre Temporary Easement (21T-3) from Mayberry Real Estate LLC (Parcel 21); and

WHEREAS, the Project requires that the City obtain 0.086-acres by Warranty Deed without limitation of existing access rights (22WD) and a 0.024-acre Temporary Easement (22T) from Lyell R. Webb (Parcel 22); and

WHEREAS, the Project requires that the City obtain 0.149-acres by Warranty Deed without limitation of existing access rights (23WD), a 0.084-acre Highway Easement (23HW), and a 0.021-acre Temporary Easement (23T) from Titilayo Gbenro and Folorunso Gbenro (Parcel 23); and

WHEREAS, the Project requires that the City obtain 0.006-acres by Warranty Deed without limitation of existing access rights (24WD) and a 0.004-acre Temporary Easement (24T) from Ismail Jallaq (Parcel 24); and

WHEREAS, the Project requires that the City obtain 0.076-acres by Warranty Deed without limitation of existing access rights (25WD), a 0.002-acre Drainage Easement (25D), a 0.009-acre Temporary Easement (25T-1), and a 0.003-acre Temporary Easement (25T-2) from Connie Chaffin TR (Parcel 25); and

WHEREAS, the Project requires that the City obtain 0.074-acres by Warranty Deed without limitation of existing access rights (26WD) and a 0.007-acre Temporary Easement (26T) from William L. Pickell, Jr. and Pamela C. Pickell (Parcel 26); and

WHEREAS, the Project requires that the City obtain 0.092-acres by Warranty Deed without limitation of existing access rights (27WD) and a 0.006-acre Temporary Easement (27T) from Douglas Devaul (Parcel 27); and

WHEREAS, the Project requires that the City obtain 0.074-acres by Warranty Deed without limitation of existing access rights (28WD) and a 0.016-acre Temporary Construction Easement (28T) from Julia L. Conley and James C. Conley (Parcel 28); and

WHEREAS, the Project requires that the City obtain 0.076-acres by Warranty Deed without limitation of existing access rights (30WD) and a 0.010-acre Temporary Construction Easement (30T) from Chris Wiand (Parcel 30); and

WHEREAS, the Project requires that the City obtain 0.085-acres by Warranty Deed without limitation of existing access rights (32WD), a 0.001-acre Drainage Easement (32D), a 0.002-acre Highway Easement, and a 0.020-acre Temporary Easement (32T) from Drew Brookover (Parcel 32).

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

SECTION 1. This Council considers it necessary and declares its authorization to appropriate, for the public purpose of making, repairing, and improving a public roadway which shall be open to the public without charge, the property and easements from the property owners identified above, and in the attached Exhibit A. All Warranty Deed fee interests referenced in the attached Exhibit A shall preserve a right of access for the residual parcel. Each of the property interests needed from each of the property owners and properties is depicted in the attached Exhibit B.

SECTION 2. Council hereby authorizes and directs such appropriations to proceed. The City, through its counsel, is hereby authorized to file a petition for appropriation in the Franklin County Court of Common Pleas should it become necessary, and to utilize the quick-take procedures pursuant to R.C. 163.06.

SECTION 3. Council further hereby authorizes and directs the City Administrator, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other lawful actions necessary to appropriate or acquire the properties in Section 1, including the authority to reach a reasonable administrative resolution with the property owner to acquire the property interests in an amount greater than the appraised value without further Council action required.

SECTION 4. This Ordinance shall take effect at the earliest opportunity allowed by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

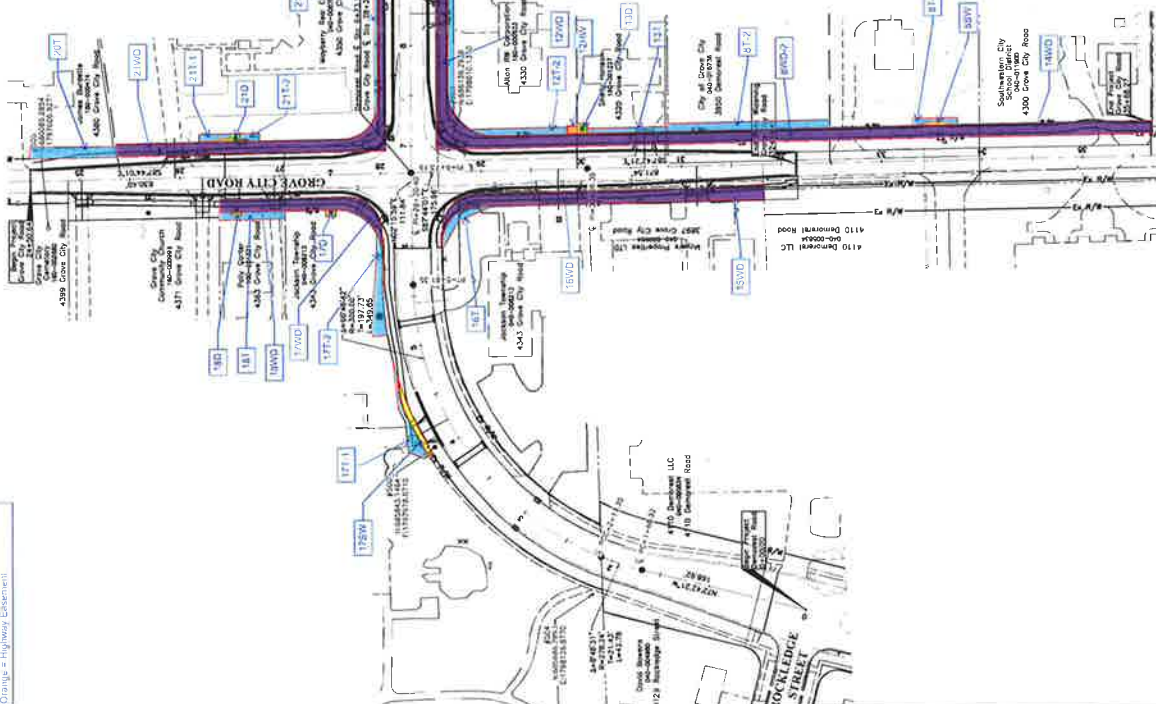
Effective:

Attest:

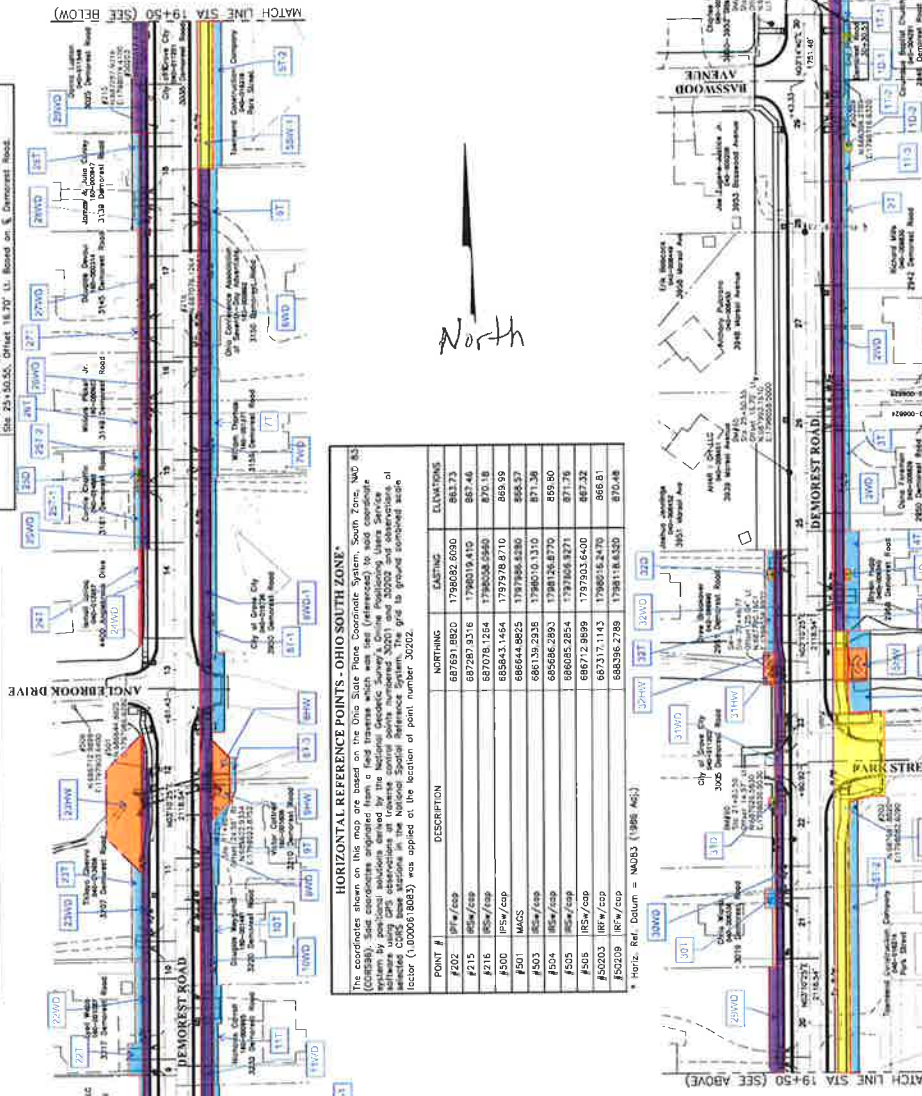
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

[illegible]

BM#5W-58	Autumn Road in the south end of the southwest wing of the Forest Road culvert. 242.5' ± 11.5' to 97.0' feet south of Angbrook, 24.0' feet west of Cemetery Road.	See 867.45
BM#60	Chained 22' on the east along back of a fire hydrant located on the west side of Cemetery Road. 75' feet south of the entrance drive to Brook Park.	See 868.07
BM#64	Chained 22' on the hydrant bolt, being the first Hydrant north of the intersection at Blosswood Avenue and Cemetery Road on located 11' feet(2) west of Cemetery Road edge of pavement.	See 872.79
BM#65	Chained 22' on Hydrant bolt, being the first Hydrant south of the intersection of Blosswood Avenue and Cemetery Road and located 5' feet(2) west of the edge of pavement at Cemetery Road.	See 866.55



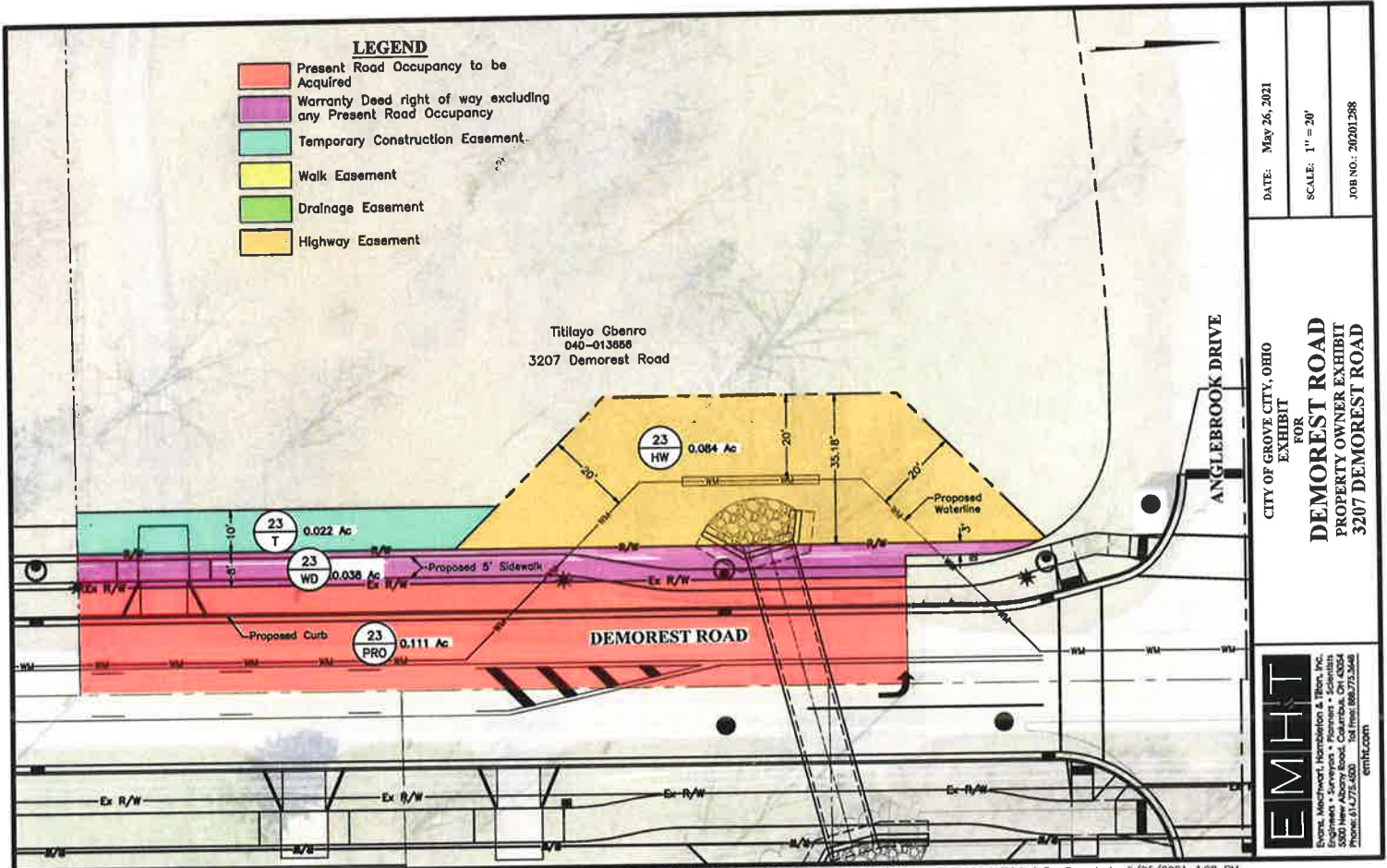
HORIZONTAL REFERENCE POINTS, OHIO-SOUTH ZONE*

The coordinates shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (Centroid). Solid coordinates originated from a fixed reference which was used (referenced) to load coordinate information on point-to-point solidolites derived from the National Geodetic Survey 2002 and 2003 observations of selected CORS base stations in the National Solid Reference System. The grid is shown georeferenced as to the selected CORS base station in the National Solid Reference System. The grid is based on the geoid model used for the 2002 and 2003 observations.

CORP #	DESCRIPTION	EASTING	NORTHING
F202	P16 / 659	1790692.6030	8613.73
F215	P16 / 659	692789.1316	867.46
F216	P16 / 659	1790601.9140	870.18
F500	P16 / 629	655643.1454	1797765.8870
F501	MCS	656644.9825	856.57
F503	P16 / 629	696170.2335	1796001.1310
F504	P16 / 629	656586.2983	1796124.8770
F505	P16 / 629	696025.2524	871.76
F506	P16 / 629	696712.9899	1797903.6000
F5203	P16 / 629	692313.1143	868.81
F5203B	P16 / 629	694396.7269	1798118.8470

950209	KFW/EDP
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9	Matrix Ref. Column	-	NADRS (1986-1991)
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DATE: May 26, 2021	SCALE: 1" = 20'	JOB NO. 20201288
CITY OF GROVE CITY, OHIO EXHIBIT DEMOREST ROAD PROPERTY OWNER EXHIBIT 3207 DEMOREST ROAD		
EMHNT Experts • Measurements • Horizontal • Ties, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43254 Phone: 614.775.4300 Fax: 614.775.4301 emhnt.com		

J:\20201288\dwg\04Sheets\Exhibits\2021-04-14 Property Owner Exhibits\2021-04-14 Demorest Rd Property Owner Exhibits.dwg, Last Saved By: today, 5/26/2021 3:05 PM Last Printed By: Day, Andy, 5/26/2021 3:08 PM
 6 Xrefs: 20201288-CS-REFR-N, 20201288-CP-CNTR-N, 20200097-cs-refr-e, aerial, 20201288-CS-MRKG-N, 20201288-CU-SGHL-REFR-N



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

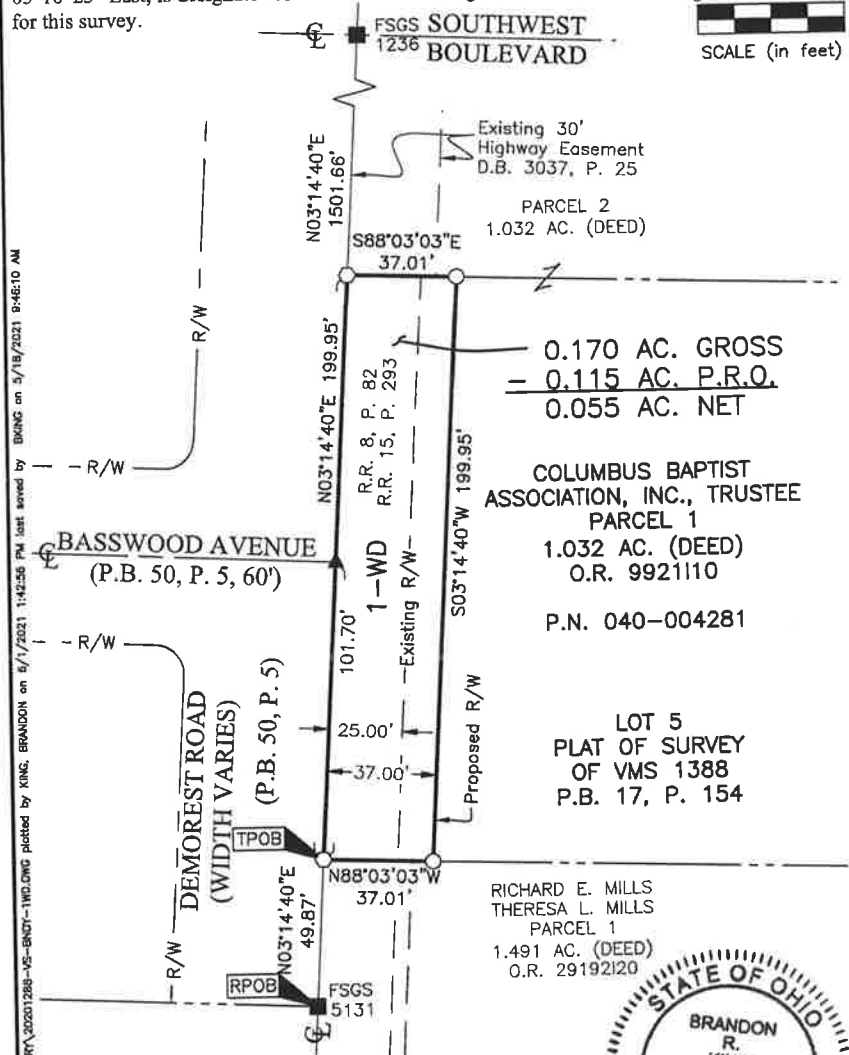
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 4, 2021	Scale:	1" = 50'	Job No:	2020-1288	Sheet No:	1 of 1
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The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System.

The portion of the centerline of Demorest Road, between I.P. Set are 13/16" I.D. iron pipes FCGS 1361 and FCGS 5131, having a bearing of North 30° long with cap inscribed EMHT INC. 03°10' 25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
 ● = I.P. FND.
 ○ = I.P. SET
 ● = MAG. NAIL FND.
 ○ = MAG. NAIL SET
 ▲ = R.R. SPK. FND.



This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

By

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date _____



**1-WD
0.170 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence North 03° 14' 40" East, with said centerline, a distance of 49.87 feet to a mag nail set at the southwesterly corner of said 1.032 acre tract and at the northwesterly corner of that 1.491 acre tract conveyed as Parcel 1 to Richard E. Mills and Theresa L. Mills by deed of record in Official Record 29192120 being the TRUE POINT OF BEGINNING;

Thence North 03° 14' 40" East, continuing with said centerline (passing a railroad spike found at 101.70 feet) and with the westerly line of said Parcel 1, a total distance of 199.95 feet to a mag nail set at the southwesterly corner of that 1.032 acre tract conveyed as Parcel 2 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 (reference an aluminum disk in pvc encased concrete monument (FCGS 1236) found at the centerline intersection with Southwest Boulevard, being North 03° 14' 40" East, a distance of 1501.66 feet);

Thence South 88° 03' 03" East, with the line common to said Parcels 1 and 2, a distance of 37.01 feet to an iron pin set;

Thence South 03° 14' 40" West, across said Parcel 1, a distance of 199.95 to an iron pin set in the line common to said Parcel 1 and that 1.491 acre tract conveyed as Parcel 1 to Richard E. Mills and Theresa L. Mills by deed of record in Official Record 29192120;

Thence North 88° 03' 03" West, with said common line, a distance of 37.01 feet to the TRUE POINT OF BEGINNING, containing 0.170 acre, more or less, of which 0.115 acre is located within the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

6-4-2021



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43244
Phone: 614.775.4500 Toll Free: 888.775.5648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

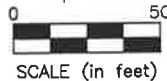
Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

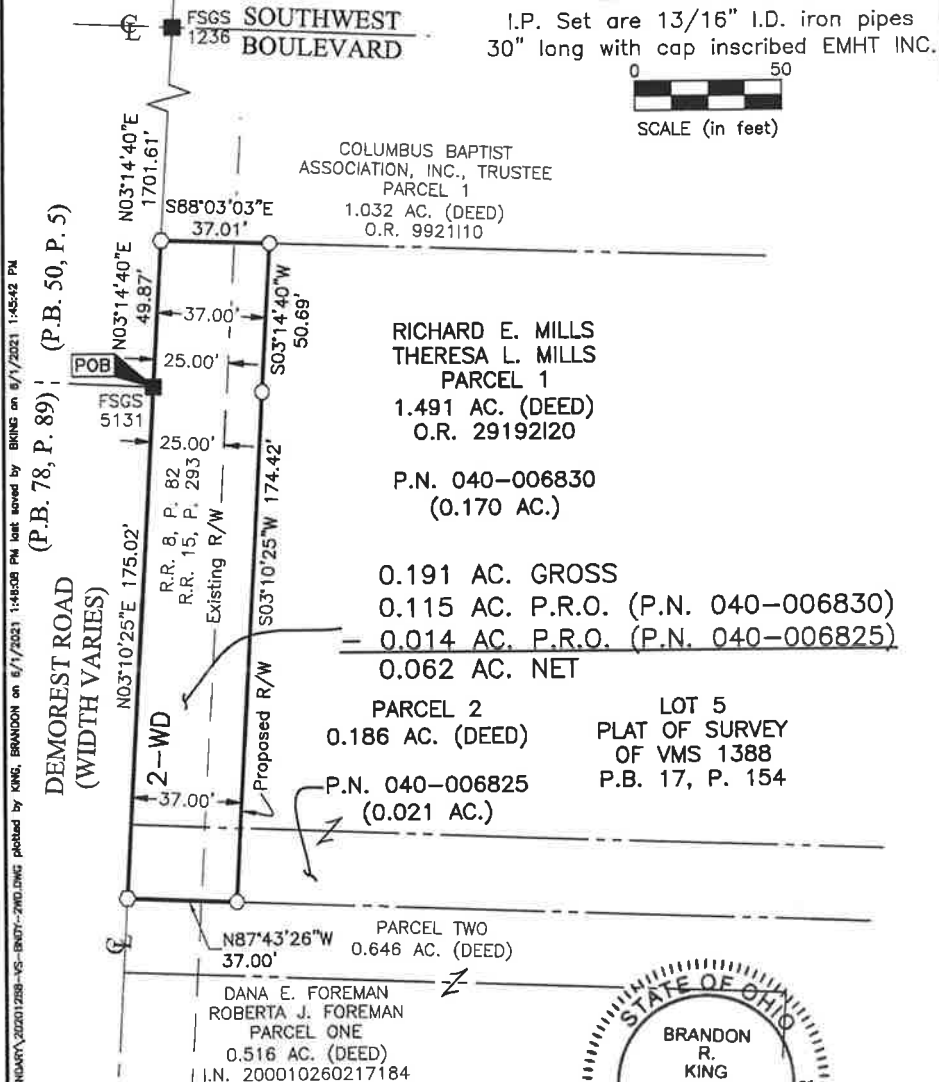
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



SCALE (in feet)

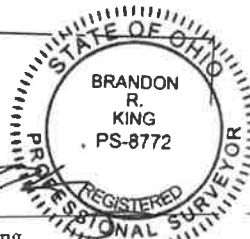


SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

By

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com



Date

6-4-2021

L:\202012288\UNWC\04SHEETS\BOUNDARY\202012288-VS-18071-2WD.DWG plotted by KING, BRANDON on 6/1/2021 1:45:42 PM last saved by KING, BRANDON on 6/1/2021 1:45:42 PM

2-WD
0.191 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and part of that 1.491 acre tract conveyed as Parcel 1 and that 0.186 acre tract conveyed as Parcel 2 to Richard E. Mills and Theresa L. Mills by deed of record in Official Record 29192120 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence North 03° 14' 40" East, with said centerline and with the westerly line of said 1.491 acre tract, a distance of 49.87 feet to a mag nail set at the northwesterly corner of said 1.491 acre tract and at the southwesterly corner of that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 (reference an aluminum disk in pvc encased concrete monument (FCGS 1236) found at the centerline intersection with Southwest Boulevard, being North 03° 14' 40" East, a distance of 1701.61 feet);

Thence South 88° 03' 03" East, with the line common to said 1.491 acre and 1.032 acre tracts, a distance of 37.01 feet to an iron pin set;

Thence South 03° 14' 40" West, across said 1.491 acre tract, a distance of 50.69 feet to an iron pin set;

Thence South 03° 10' 25" West, continuing across said 1.491 acre tract, and across said 0.186 acre tract, a distance of 174.42 feet to an iron pin set in the line common to said 0.186 acre tract and the northerly line of that 0.646 acre tract conveyed as Parcel Two to Dana E. Foreman and Roberta J. Foreman by deed of record in Instrument Number 200010260217184;

Thence North 87° 43' 26" West, with said common line, a distance of 37.00 feet to a mag nail set at the southwesterly corner of said 0.186 acre tract, at a northwesterly corner of said 0.646 acre tract and in the centerline of said Demorest Road;

Thence North 03° 10' 25" East, with said centerline and the westerly line of said 0.186 and 1.491 acre tracts, a distance of 175.02 feet to the POINT OF BEGINNING, containing 0.191 acre, more or less, of which 0.129 acre is in the present roadway occupied. Of said 0.129 acre, 0.115 acre is within Auditor's Parcel Number 040-006830 and 0.014 acre is within Auditor's Parcel Number 040-006825. Of said 0.191 acre, 0.170 acre is within Auditor's Parcel Number 040-006830 and 0.021 acre is within Auditor's Parcel Number 040-006825.

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 are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said

2-WD
0.191 ACRE

-2-

coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



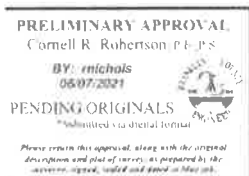
EVANS, MECHWART, HAMBLETON & TILTON, INC.

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

BRK:td
2WD-0_191 ac 20201288-VS-LNDY-02.docx





Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5300 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.5648
emht.com

SURVEY OF ACREAGE PARCEL

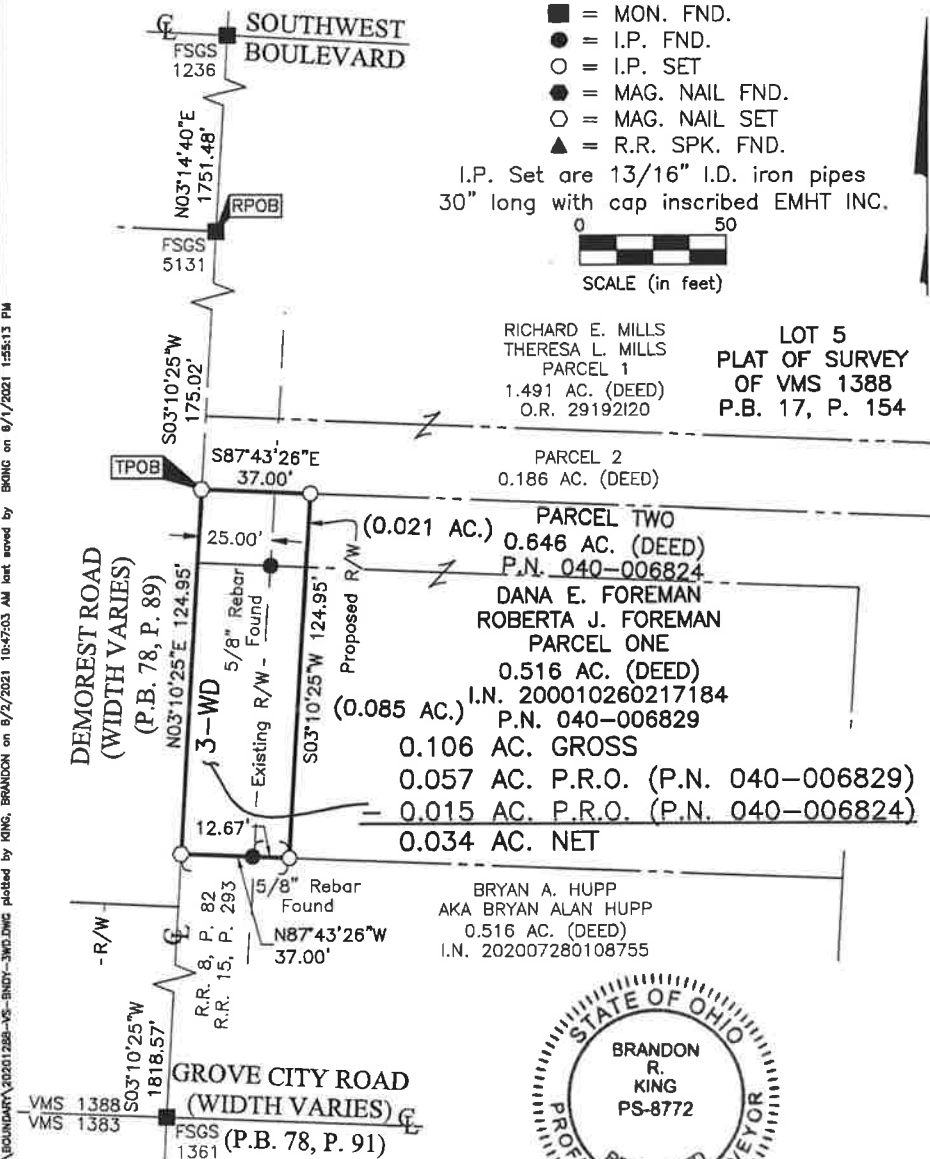
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.



SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

By

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date

6-4-2021



J:\20201288\WMS\04SHEETS\BOUNDARY\20201288-VS-BNDY-3WD.DWG plotted by KING, BRANDON on 6/1/2021 1:55:13 PM
Xref: J:\20201288\WMS\04SHEETS\BOUNDARY\20201288-VS-BNDY-3WD.DWG



**3-WD
0.106 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.516 acre tract conveyed as Parcel One and that 0.646 acre tract conveyed as Parcel Two to Dana E. Foreman and Roberta J. Foreman by deed of record in Instrument Number 200010260217184 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293 (reference an aluminum disk in pvc encased concrete monument (FCGS 1236) found at the centerline intersection with Southwest Boulevard, being North 03° 14' 40" East, a distance of 1751.48 feet);

Thence South 03° 10' 25" West, with said centerline, a distance of 175.02 feet to a mag nail set at the northwesterly corner of said 0.646 acre tract and at the southwesterly corner of that 0.186 acre tract conveyed as Parcel 2 to Richard E. Mills and Theresa L. Mills by deed of record in Official Record 29192120, being the TRUE POINT OF BEGINNING;

Thence South 87° 43' 26" East, with the line common to said 0.646 acre and 0.186 acre tracts, a distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said 0.516 and 0.646 acre tracts, a distance of 124.95 feet to an iron pin set in the line common to said 0.516 acre tract and that 0.516 acre tract conveyed to Bryan A. Hupp (aka Bryan Alan Hupp) by deed of record in Instrument Number 202007280108755;

Thence North 87° 43' 26" West, with said common line (passing a 5/8 inch rebar found at a distance of 12.67 feet), a total distance of 37.00 feet to a mag nail set at the southwesterly corner of said 0.516 acre tract (Foreman) and at the northwesterly corner of said 0.516 acre tract (Hupp), being in the centerline of said Demorest Road (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South 03° 10' 25" West, a distance of 1818.57 feet);

Thence North 03° 10' 25" East, with the westerly line of said 0.516 acre and 0.646 acre tracts and with said centerline, a distance of 124.95 feet to the TRUE POINT OF BEGINNING, containing 0.106 acre, more or less, of which 0.072 acre is in the present roadway occupied. Of said 0.072 acre, 0.057 acre is within Auditor's Parcel Number 040-006829 and 0.015 acre is within Auditor's Parcel Number 040-006824. Of said 0.106 acre, 0.021 acre is within Auditor's Parcel Number 040-006824 and 0.085 acre is within Auditor's Parcel Number 040-006829.

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 are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said

3-WD
0.106 ACRE

-2-

coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "B. King", written over the printed name.

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, MacIver, Hombleson & Tillon, Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43254
Phone: 614.775.4300 Fax: 614.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

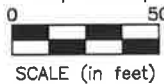
Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

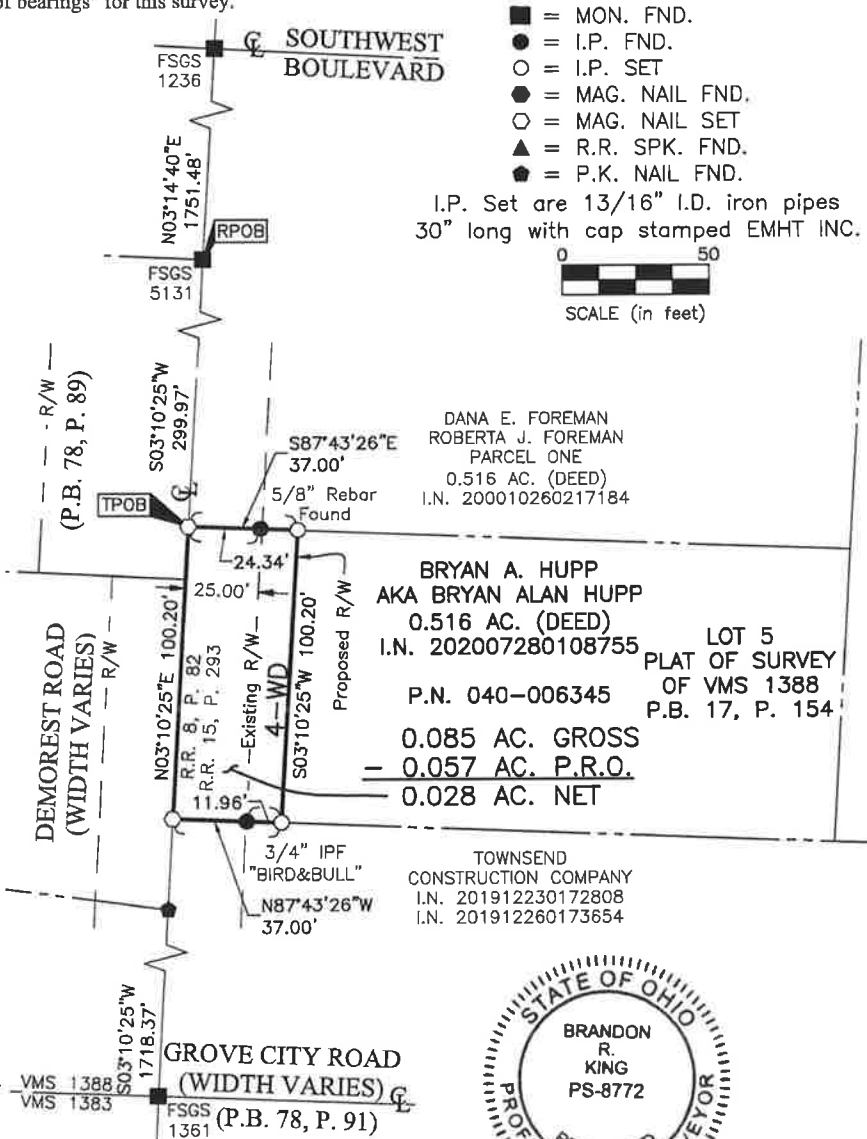
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- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- ◆ = P.K. NAIL FND.

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



1:20201288\VMS\ASSETS\BOUNDARY\20201288-15-EMT-4WD.DWG plotted by KING, BRANDON on 6/1/2021 1:56:55 PM



DANA E. FOREMAN
ROBERTA J. FOREMAN
PARCEL ONE
0.516 AC. (DEED)
I.N. 200010260217184

BRYAN A. HUPP
AKA BRYAN ALAN HUPP
0.516 AC. (DEED)
I.N. 202007280108755

P.N. 040-006345
0.085 AC. GROSS
- 0.057 AC. P.R.O.
0.028 AC. NET

LOT 5
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

TOWNSEND
CONSTRUCTION COMPANY
I.N. 201912230172808
I.N. 201912260173654



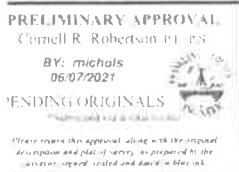
SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date



4-WD
0.085 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.516 acre tract conveyed to Bryan A. Hupp (aka Bryan Alan Hupp) by deed of record in Instrument Number 202007280108755 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293 (reference an aluminum disk in pvc encased concrete monument (FCGS 1236) found at the centerline intersection with Southwest Boulevard, being North 03° 14' 40" East, a distance of 1751.48 feet);

Thence South 03° 10' 25" West, with said centerline, a distance of 299.97 feet to a mag nail set at the northwesterly corner of said 0.516 acre tract and at the southwesterly corner of that 0.516 acre tract conveyed as Parcel One to Dana E. Foreman and Roberta J. Foreman by deed of record in Instrument Number 200010260217184, being the TRUE POINT OF BEGINNING;

Thence South 87° 43' 26" East, with the line common to said 0.516 acre (Hupp) and 0.516 acre (Foreman) tracts (passing a 5/8 inch rebar found at a distance of 24.34 feet), a total distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said 0.516 acre tract, a distance of 100.20 feet to an iron pin set in the line common to said 0.516 acre and that tract conveyed to Townsend Construction Company by deeds of record in Instrument Number 201912230172808 and Instrument Number 201912260173654;

Thence North 87° 43' 26" West, with said common line (passing a 3/4 inch iron pipe found capped "BIRD&BULL" at a distance of 11.96 feet), a total distance of 37.00 feet to a mag nail set at the southwesterly corner of said 0.516 acre tract and at a northwesterly corner of said Townsend Construction tract, being in the centerline of said Demorest Road (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South 03° 10' 25" West, a distance of 1718.37 feet);

Thence North 03° 10' 25" East, with the westerly line of said 0.516 acre tract and with said centerline, a distance of 100.20 feet to the TRUE POINT OF BEGINNING, containing 0.085 acre, more or less, of which 0.057 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between

4-WD
0.085 ACRE
-2-

FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "BRK", written over the printed name of Brandon R. King.

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Mochwort, Hombelton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43264
Phone: 614.775.4500 Fax: 614.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,

COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131 having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.



- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- ◆ = P.K. NAIL FND.

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

S87°39'47"E
37.00' TOWNSEND
3/4" IPF CONSTRUCTION COMPANY
"BIRD & BULL" I.N. 201912230172808
I.N. 201912260173654

City of Grove City
Township of Jackson

LOT 5
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

THE OHIO CONFERENCE
ASSOCIATION OF SEVENTH
DAY ADVENTISTS
D.B. 2279, P. 187

P.N. 160-000892

0.198 AC. GROSS
- 0.134 AC. P.R.O.
0.064 AC. NET

WILLIAM C. THOMAS
O.R. 33777H02

R.R. 7, P. 391
R.R. 8, P. 263
VMS 1388
VMS 1383

GROVE CITY ROAD
(WIDTH VARIES)
(P.B. 78, P. 91)

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

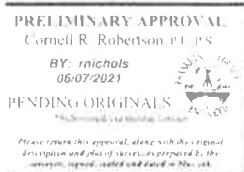
By

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date



\\20201228\\VMS\\VMS\\VMS\\BOUNDARY\\20201228-VS-BNDY-BWD.DWG plotted by KING, BRANDON on 6/1/2021 2:00:23 PM last saved by KING, BRANDON on 5/18/2021 9:50:10 AM



6-WD
0.198 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that tract conveyed of The Ohio Conference Association of Seventh Day Adventists by deed of record in Deed Book 2279, Page 187 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 895.30 feet to a mag nail set at the southwesterly corner of said The Ohio Conference Association of Seventh Day Adventists tract and at the northwesterly corner of that tract conveyed to William C. Thomas by deed of record in Official Record 33777H02, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, continuing with said centerline and the westerly line of said The Ohio Conference Association of Seventh Day Adventists tract, a distance of 233.00 feet to a mag nail found at the northwesterly corner thereof and being the southwesterly corner of that tract conveyed to Townsend Construction Company by deeds of record in Instrument Number 201912230172808 and Instrument Number 201912260173654 (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 990.24 feet);

Thence South 87° 39' 47" East, with the line common to said The Ohio Conference Association of Seventh Day Adventists and said Townsend Construction Company tracts (passing a 3/4 inch iron pipe found capped "BIRD&BULL" at a distance of 25.13 feet), a total distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said The Ohio Conference Association of Seventh Day Adventists tract, a distance of 233.04 feet to an iron pin set in the line common to said The Ohio Conference Association of Seventh Day Adventists tract and that tract conveyed to William C. Thomas by deed of record in Official Record 33777H02;

Thence North 87° 35' 38" West, with said common line, a distance of 37.00 feet to the TRUE POINT OF BEGINNING, containing 0.198 acre, more or less, of which 0.134 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03° 10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

6-4-2021



Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5300 New Albany Road, Columbus, OH 43264
Phone: 614.775.4320 Fax: 614.775.3469
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,

COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- ⊗ = MAG. NAIL FND.
- ⊙ = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



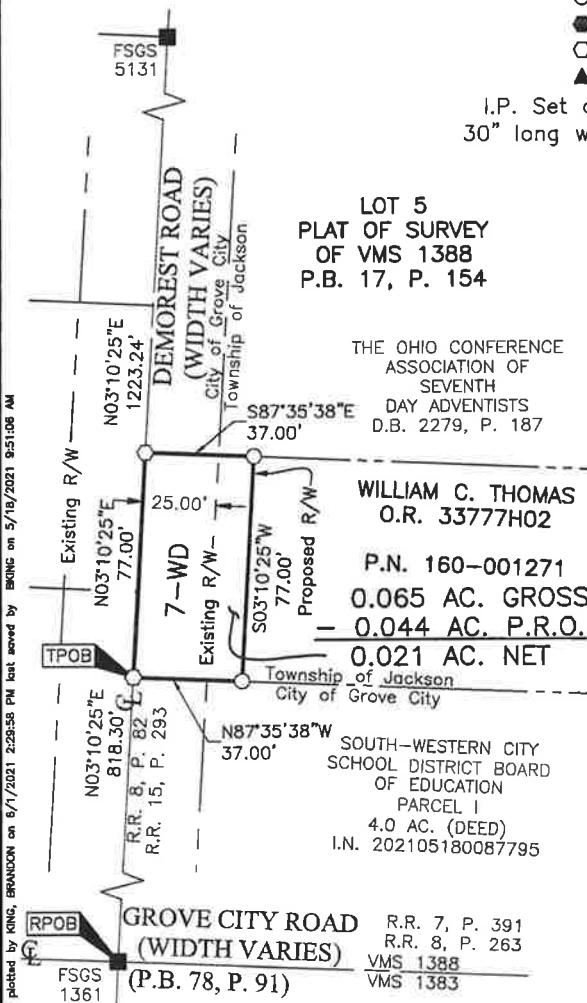
SCALE (in feet)

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

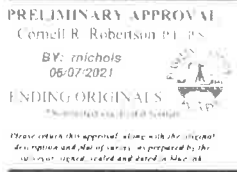
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-7-2021

I:\2020\1288\DWG\ASHEETS\BOUNDARY\2020\1288-VS-BNDY-7WD.DWG plotted by KING, BRANDON on 6/1/2021 2:28:58 PM last saved by BRON on 5/18/2021 9:51:08 AM



**7-WD
0.065 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that tract conveyed to William C. Thomas by deed of record in Official Record 33777H02 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 818.30 feet to an iron pin set at the southwesterly corner of said William C. Thomas tract and at the northwesterly corner of that 4.0 acre tract conveyed as Parcel 1 to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, continuing with said centerline of with the westerly line of said William C. Thomas tract, a distance of 77.00 feet to a mag nail set at the northwesterly corner thereof and at the southwesterly corner of that tract conveyed to The Ohio Conference Association of Seventh Day Adventists by deed of record in Deed Book 2279, Page 187 (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 1223.24 feet);

Thence South 87° 35' 38" East, with the line common to said William C. Thomas and The Ohio Conference Association of Seventh Day Adventists tracts, a distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said William C. Thomas tract, a distance of 77.00 feet to an iron pin set in the line common to said William C. Thomas tract and said 4.0 acre tract;

Thence North 87° 35' 38" West, with said common line, a distance of 37.00 feet to the TRUE POINT OF BEGINNING, containing 0.065 acre, more or less, of which 0.044 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



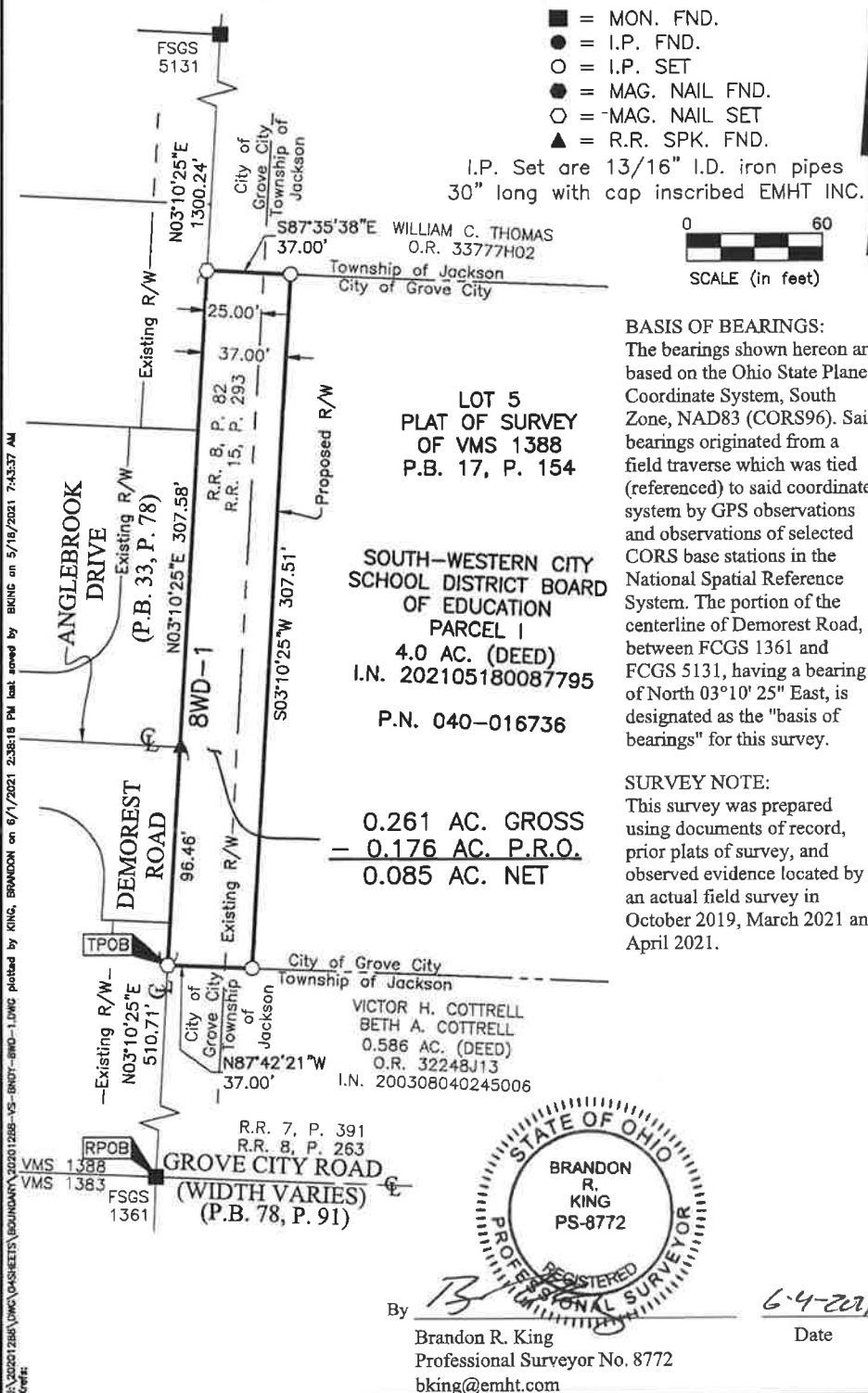
Evans, Mochwort, Hornblower & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.773.4500 Fax: 614.773.3448
emht.com

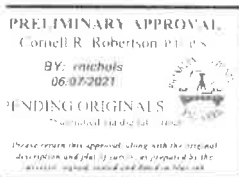
SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 60' Job No: 2020-1288 Sheet No: 1 of 1





**8WD-1
0.261 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 510.71 feet to an iron pin set at the southwesterly corner of said 4.0 tract and at the northwesterly corner of that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deed of record in Instrument Number 200308040245006, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, with said centerline and the westerly line of said 4.0 acre tract (passing a railroad spike found at a distance of 96.46 feet at the intersection with the centerline of Anglebrook Drive, as shown in Plat Book 33, Page 78), a total distance of 307.58 feet to a mag nail set at the northwesterly corner thereof and at the southwesterly corner of that tract conveyed to William C. Thomas by deed of record in Official Record 33777H02 (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 1300.24 feet);

Thence South 87° 35' 38" East, with the line common to said 4.0 acre tract and said William C. Thomas tract, a distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said 4.0 acre tract, a distance of 307.51 feet to an iron pin set in the common line to said 4.0 acre and said 0.586 acre tracts;

Thence North 87° 42' 21" West, with said common line, a distance of 37.00 feet to the TRUE POINT OF BEGINNING, containing 0.261 acre, more or less, of which 0.176 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03° 10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



Evans, Mechwart, Hambleton & Tibon, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3448
emht.com

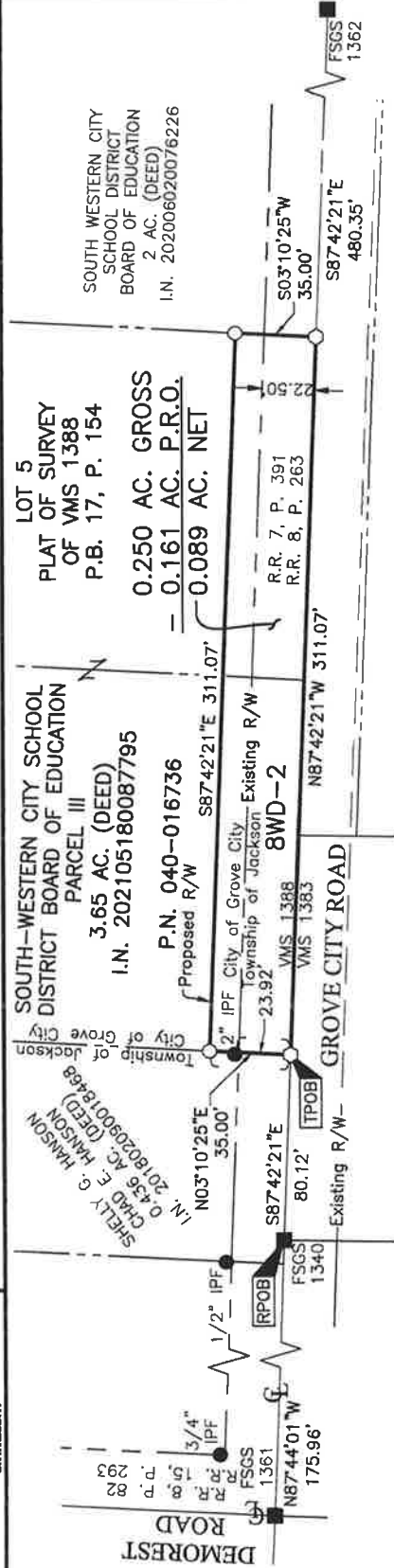
SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,

COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
Scale: 1" = 60'
Job No: 2020-1288
Sheet No: 1 of 1



BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131 having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

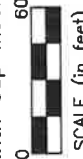
SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

BY 20201288.DWG\DWG\ASSETS\BOUNDARY\20201288-VS-ENOT-BWD-2.DWG plotted by KING, BRANDON on 6/1/2021 2:45:04 PM last saved by KING, BRANDON on 5/16/2021 8:23:14 AM

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



SCALE (in feet)



By Brandon R. King Date 6-4-2021
Professional Surveyor No. 8772
bking@emht.com



**8WD-2
0.250 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 3.65 acre tract conveyed as Parcel III to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1340) found in the centerline of Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, being in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence South 87° 42' 21" East, with said centerline and VMS line, a distance of 80.12 feet to a mag nail set at the southwesterly corner of said 3.65 acre tract and the southeasterly corner of that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, with the line common to said 0.436 acre and 3.65 acre tracts (passing a 2 inch iron pipe found at a distance of 23.92 feet), a total distance of 35.00 feet to an iron pin set;

Thence South 87° 42' 21" East, across said 3.65 acre tract, a distance of 311.07 feet to an iron pin set in the line common to said 3.65 acre tract and that 2 acre tract conveyed to South Western City School District Board of Education by deed of record in Instrument Number 202006020076226;

Thence South 03° 10' 25" West, with said common line, a distance of 35.00 feet to a mag nail set at a southeasterly corner of said 3.65 acre tract and the southwesterly corner of said 2 acre tract, being in the centerline of said Grove City Road (reference an aluminum disk in pvc encased concrete monument (FCGS 1362) found in said centerline, being South 87° 42' 21" East, a distance of 480.35 feet);

Thence North 87° 42' 21" West, with said centerline, a distance of 311.07 feet to the TRUE POINT OF BEGINNING, containing 0.250 acre, more or less, of which 0.161 acre is in the present right-of-way occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, having a bearing of North 03°10' 25" East, between FCGS 1361 and FCGS 5131, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date



Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614-775-4000 Fax: 614-775-3448
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,

COUNTY OF FRANKLIN, STATE OF OHIO

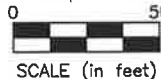
Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

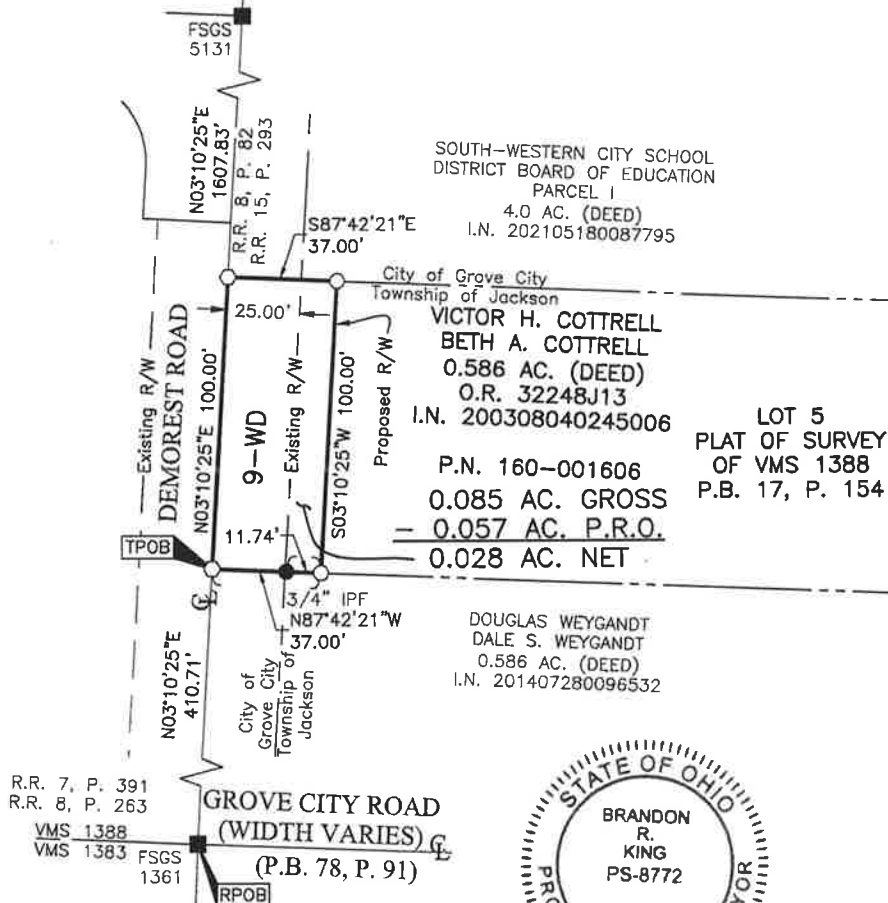
I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.



SURVEY NOTE:

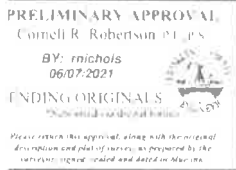
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

I:\2020\1288\DWG\14SHEETS\BOUNDARY\20201288-VS-BNDY-SMD.DWG plotted by KING, BRANDON on 6/1/2021 3:15:22 PM last saved by KING on 5/18/2021 7:50:38 AM



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021



**9WD
0.085 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deed of record in Instrument Number 200308040245006 and Official Record 32248J13 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 410.71 feet to a mag nail set at the southwesterly corner of said 0.586 tract and at the northwesterly corner of that 0.586 acre tract conveyed to Douglas Weygandt and Dale S. Weygandt by deed of record in Instrument Number 201407280096532, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, continuing with said centerline and with the westerly line of said 0.586 acre tract (Cottrell), a distance of 100.00 feet to a mag nail set at the northwesterly corner thereof and at the southwesterly corner of that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 1607.83 feet);

Thence South 87° 42' 21" East, with the line common to said 0.586 acre tract (Cottrell) and said 4.0 tract, a distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said 0.586 acre tract, a distance of 100.00 feet to an iron pin set in the common line to said 0.586 acre tract (Cottrell) and said 0.586 acre tract (Weygandt);

Thence North 87° 42' 21" West, with said common line (passing a 3/4 inch iron pipe found at a distance of 11.74 feet), a total distance of 37.00 feet to the TRUE POINT OF BEGINNING, containing 0.085 acre, more or less, of which 0.057 acre is in the present roadway occupied.

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

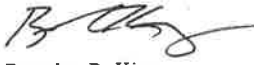
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
3500 New Albany Road, Columbus, OH 43264
Phone: 614.775.4320 Fax: 614.775.3446
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,

COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

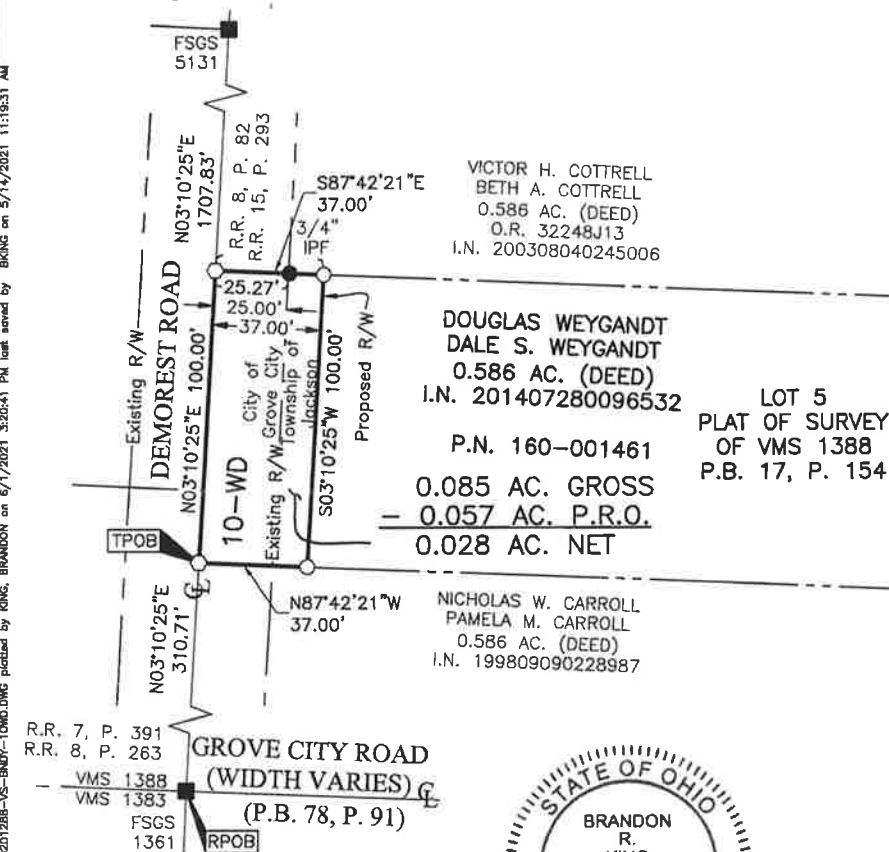
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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

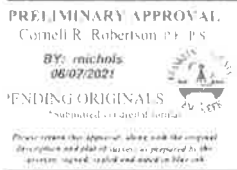


J:\2020\1288\DWG\DWG\045-SHEETS\BOUNDARY\20201288-VS-BNDY-10WD.DWG plotted by KING, BRANDON on 6/1/2021 3:50:41 PM last saved by KING on 5/14/2021 11:19:31 AM



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021



**10WD
0.085 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.586 acre tract conveyed to Douglas Weygandt and Dale S. Weygandt by deed of record in Instrument Number 201407280096532 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 310.71 feet to a mag nail set at the southwesterly corner of said 0.586 tract and at the northwesterly corner of that 0.586 acre tract conveyed to Nicholas W. Carroll and Pamela M. Carroll by deed of record in Instrument Number 199809090228987, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, continuing with said centerline and the westerly line of said 0.586 acre tract (Weygandt), a distance of 100.00 feet to a mag nail set at the northwesterly corner thereof and at the southwesterly corner of that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deed of record in Official Record 32248J13 and Instrument Number 200308040245006 (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 1707.83 feet);

Thence South 87° 42' 21" East, with the line common to said 0.586 acre tract (Weygandt) and said 0.586 acre tract (Cottrell) (passing a 3/4 inch iron pipe found at a distance of 25.27 feet), a total distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said 0.586 acre tract (Weygandt), a distance of 100.00 feet to an iron pin set in the common line to said 0.586 acre tract (Weygandt) and said 0.586 acre tract (Carroll);

Thence North 87° 42' 21" West, with said common line, a distance of 37.00 feet to the TRUE POINT OF BEGINNING, containing 0.085 acre, more or less, of which 0.057 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

BRK:td

10WD-0_085 ac 20201288-1



Evans, Mechwart, Hamilton & Tillou, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.773.4320 Fax: 614.773.3649
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,

COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
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- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
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I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

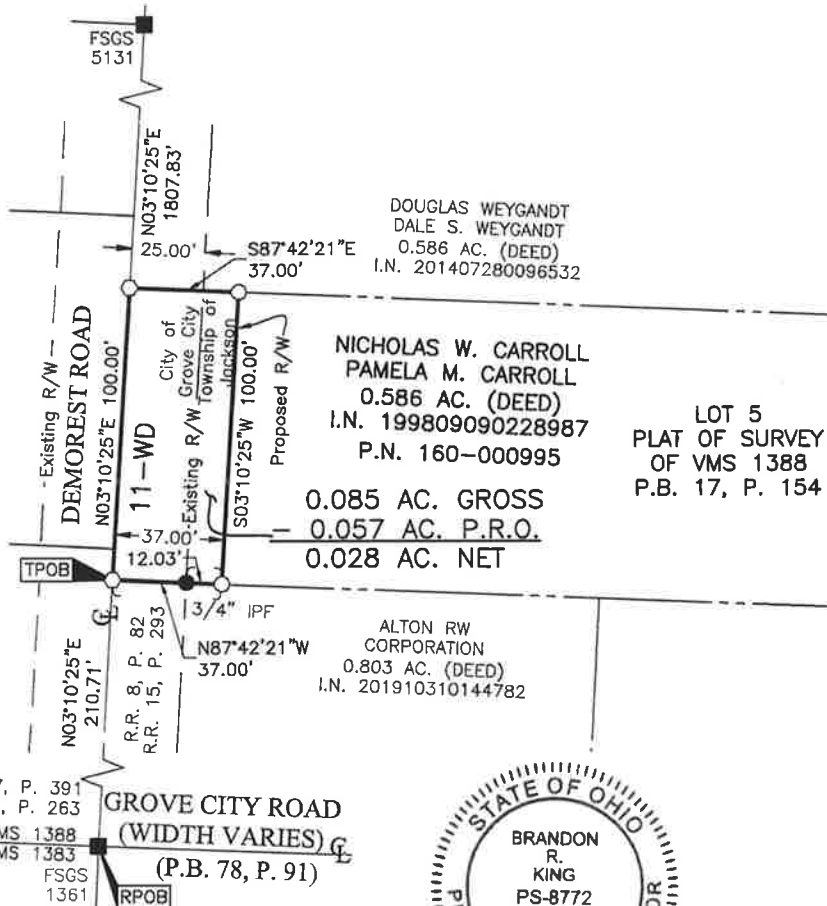


SCALE (in feet)

SURVEY NOTE:

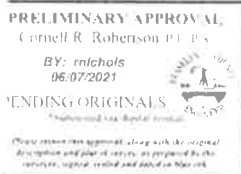
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

J:\2020\1288\DWG\14SHEETS\BOUNDARY\20201288-VS-EMHT-11WD.DWG plotted by KING, BRANDON on 6/17/2021 3:26:33 PM last saved by KING on 5/14/2021 11:15:12 AM



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021



**11WD
0.085 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.586 acre tract conveyed to Nicholas W. Carroll and Pamela M. Carroll by deed of record in Instrument Number 199809090228987 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

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Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 210.71 feet to a mag nail set at the southwesterly corner of said 0.586 tract and at the northwesterly corner of that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, continuing with said centerline and with the westerly line of said 0.586 acre tract, a distance of 100.00 feet to a mag nail set at the northwesterly corner thereof and the southwesterly corner of that 0.586 acre tract conveyed to Douglas Weygandt and Dale S. Weygandt by deed of record in Instrument Number 201407280096532 (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 180.83 feet);

Thence South 87° 42' 21" East, with the line common to said 0.586 acre tract (Carroll) and said 0.586 acre tract (Weygandt), a distance of 37.00 feet to an iron pin set;

Thence South 03° 10' 25" West, across said 0.586 acre tract, a distance of 100.00 feet to an iron pin set in the common line to said 0.586 acre tract (Carroll) and said 0.803 tract;

Thence North 87° 42' 21" West, with said common line (passing a 3/4 inch iron pipe found at a distance of 12.03 feet), a total distance of 37.00 feet to the TRUE POINT OF BEGINNING, containing 0.085 acre, more or less, of which 0.057 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131 having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Brandon R. King
Professional Surveyor No. 8772

Date

6-4-2021

EMHT

Evers, Meacham, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.5648
 emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

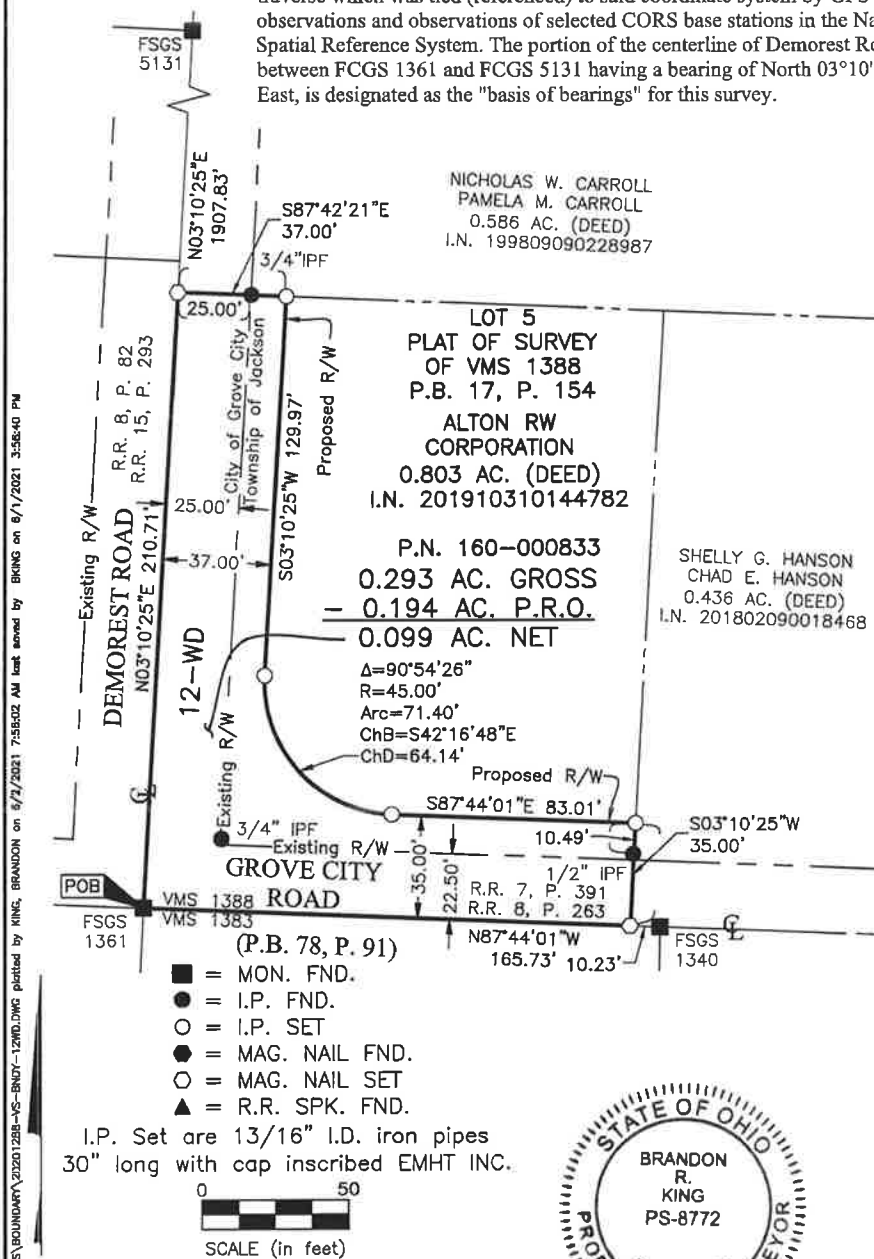
TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,

COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131 having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.



NICHOLAS W. CARROLL
 PAMELA M. CARROLL
 0.586 AC. (DEED)
 I.N. 199809090228987

SHELLY G. HANSON
 CHAD E. HANSON
 0.436 AC. (DEED)
 I.N. 201802090018468

**SURVEY NOTE:**

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

By

Brandon R. King
 Professional Surveyor No. 8772
 bking@emht.com

Date

6-4-2021

L:\2020\1288\DWG\04SHEET\BOUNDARY\2020\1288-VS-BNDY-12WD.DWG plotted by KING, BRANDON on 6/1/2021 7:55:02 AM last saved by KING on 6/1/2021 3:58:40 PM
 Xref:

**12WD
0.293 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91, being the southwesterly corner of said 0.803 acre tract and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 210.71 feet to a mag nail set at the northwesterly corner of said 0.803 tract and at the southwesterly corner of that 0.586 acre tract conveyed to Nicholas W. Carroll and Pamela M. Carroll by deed of record in Instrument Number 199809090228987 (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 1907.83 feet);

Thence South 87° 42' 21" East, with the line common to said 0.803 and 0.586 acre tracts (passing a 3/4 inch iron pipe found at a distance of 25.00 feet), a total distance of 37.00 feet to an iron pin set;

Thence across said 0.803 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 129.97 feet to an iron pin set at a point of curvature;

With the arc of a curve to the left, having a central angle of 90° 54' 26", a radius of 45.00 feet, an arc length of 71.40 feet, a chord bearing of South 42° 16' 48" East and a chord distance of 64.14 feet to an iron pin set at a point of tangency; and

South 87° 44' 01" East, a distance of 83.01 feet to an iron pin set in the line common to said 0.803 acre tract and that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468;

Thence South 03° 10' 25" West, with said common line (passing a 1/2 inch iron pipe found at a distance of 10.49 feet), a total distance of 35.00 feet to a mag nail set in the centerline of said Grove City Road (reference an aluminum disk in pvc encased concrete monument (FCGS 1340) found in said centerline, being South 87° 44' 01" East, a distance of 10.23 feet);

Thence North 87° 44' 01" West, with said centerline, a distance of 165.73 feet to the POINT OF BEGINNING, containing 0.293 acre, more or less, of which 0.194 acre is in the present roadway occupied.

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

**12-WD
0.293 ACRE**

-2-

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

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EVANS, MECHWART, HAMBLETON & TILTON, INC.

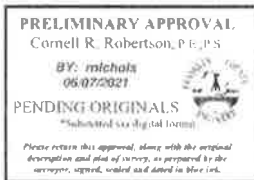
BR King

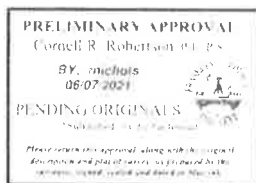
6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

BRK:td
12WD-0_293 ac 20201288-VS-8772-112.docx





**13WD
0.073 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being part of that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an aluminum disk in pvc encased concrete monument (FCGS 1340) found in the centerline of Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, being in the southerly line of said 0.436 acre tract and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 87° 44' 01" West, with said centerline, a distance of 10.23 feet to a mag nail set at a southwesterly corner of said 0.436 acre tract and the southeasterly corner of that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Demorest Road, being North 87° 44' 01" West, a distance of 165.73 feet);

Thence North 03° 10' 25" East, with the line common to said 0.436 acre and 0.803 acre tracts (passing a 1/2 inch iron pipe found at a distance of 24.52 feet), a total distance of 35.00 feet to an iron pin set;

Thence South 87° 44' 01" East, across said 0.436 acre tract, a distance of 9.68 feet to an iron pin set;

Thence South 87° 42' 21" East, continuing across said 0.436 acre tract, a distance of 80.68 feet to an iron pin set in the line common to said 0.436 acre tract and that 3.65 acre tract conveyed as Parcel III to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795;

Thence South 03° 10' 25" West, with said common line (passing a 2 inch iron pipe found at a distance of 11.09 feet), a total distance of 35.00 feet to a mag nail set at a southeasterly corner of said 0.436 acre tract and the southwesterly corner of said 3.65 acre tract, being in the centerline of said Grove City Road (reference an aluminum disk in pvc encased concrete monument (FCGS 1362) found in said centerline, being South 87° 42' 21" East, a distance of 791.42 feet);

Thence North 87° 42' 21" West, with said centerline, a distance of 80.12 feet to the POINT OF BEGINNING, containing 0.073 acre, more or less, of which 0.047 acre is in the present right-of-way occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, having a bearing of North 03°10' 25" East, between FCGS 1361 and FCGS 5131, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

BRK:td

13WD-0_073 ac 202012841301144782



EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

SURVEY OF ACREAGE PARCEL

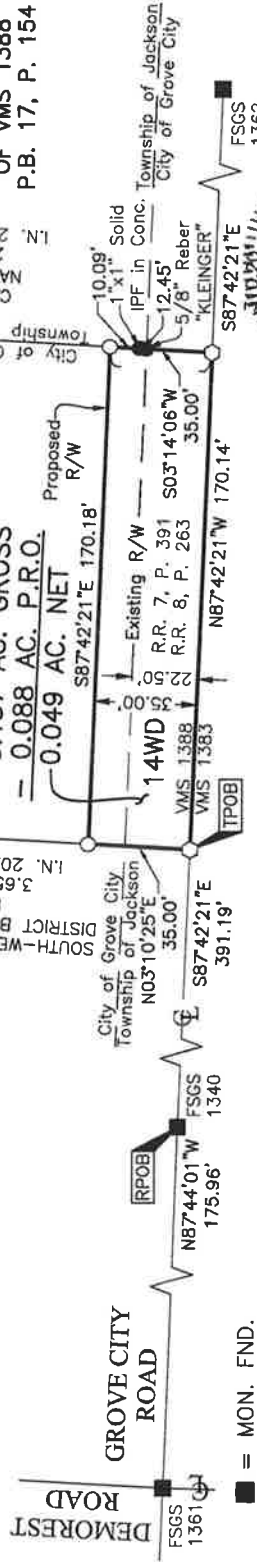
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
 Scale: 1" = 50'
 Job No: 2020-1288
 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131 having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.



- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

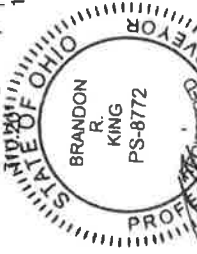
I.P. Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.

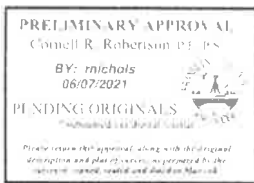
SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

SCALE (in feet)

By Brandon R. King
 Professional Surveyor No. 8772
 bking@emht.com
 Date 6-4-2021





**14WD
0.137 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 2 acre tract conveyed to South Western City School District Board of Education by deed of record in Instrument Number 202006020076226 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference at an aluminum disk in pvc encased concrete monument (FCGS 1340) found in the centerline of Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263 and in the line common to said Virginia Military District Survey Number 1383 and Virginia Military District Survey Number 1388;

Thence South 87° 42' 21" East, with said centerline and said VMS line, a distance of 391.19 feet to a mag nail set at the southwesterly corner of said 2 acre tract and the southeasterly corner of that 3.65 acre tract conveyed as Parcel III to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, with the line common to said 2 and 3.65 acre tracts, a distance of 35.00 feet to an iron pin set;

Thence South 87° 42' 21" East, across said 2 acre tract, a distance of 170.18 feet to an iron pin set in the line common to said 2 acre tract and that 2 acre tract conveyed to Cassy Hackett and Natalee Hackett by deed of record in Instrument Number 201710200147073;

Thence South 03° 14' 06" West, with said common line (passing a 1 inch by 1 inch solid iron pin in concrete found at a distance of 10.09 feet and a 5/8 inch rebar with cap "Kleinger" found at a distance of 12.45 feet), a total distance of 35.00 feet to an iron pin set in said centerline and said VMS line (reference an aluminum disk in pvc encased concrete monument (FCGS 1362) found in said centerline, being South 87° 42' 21" East, a distance of 310.20 feet);

Thence North 87° 42' 21" West, with said centerline and said VMS line, a distance of 170.14 feet to the TRUE POINT OF BEGINNING, containing 0.137 acre, more or less, of which 0.088 acre is in the present roadway occupied.

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

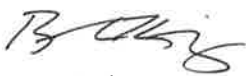
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, having a bearing of North 03°10' 25" East, between FCGS 1361 and FCGS 5131, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date

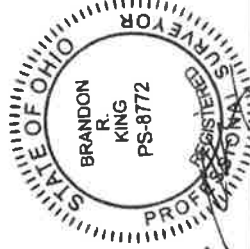
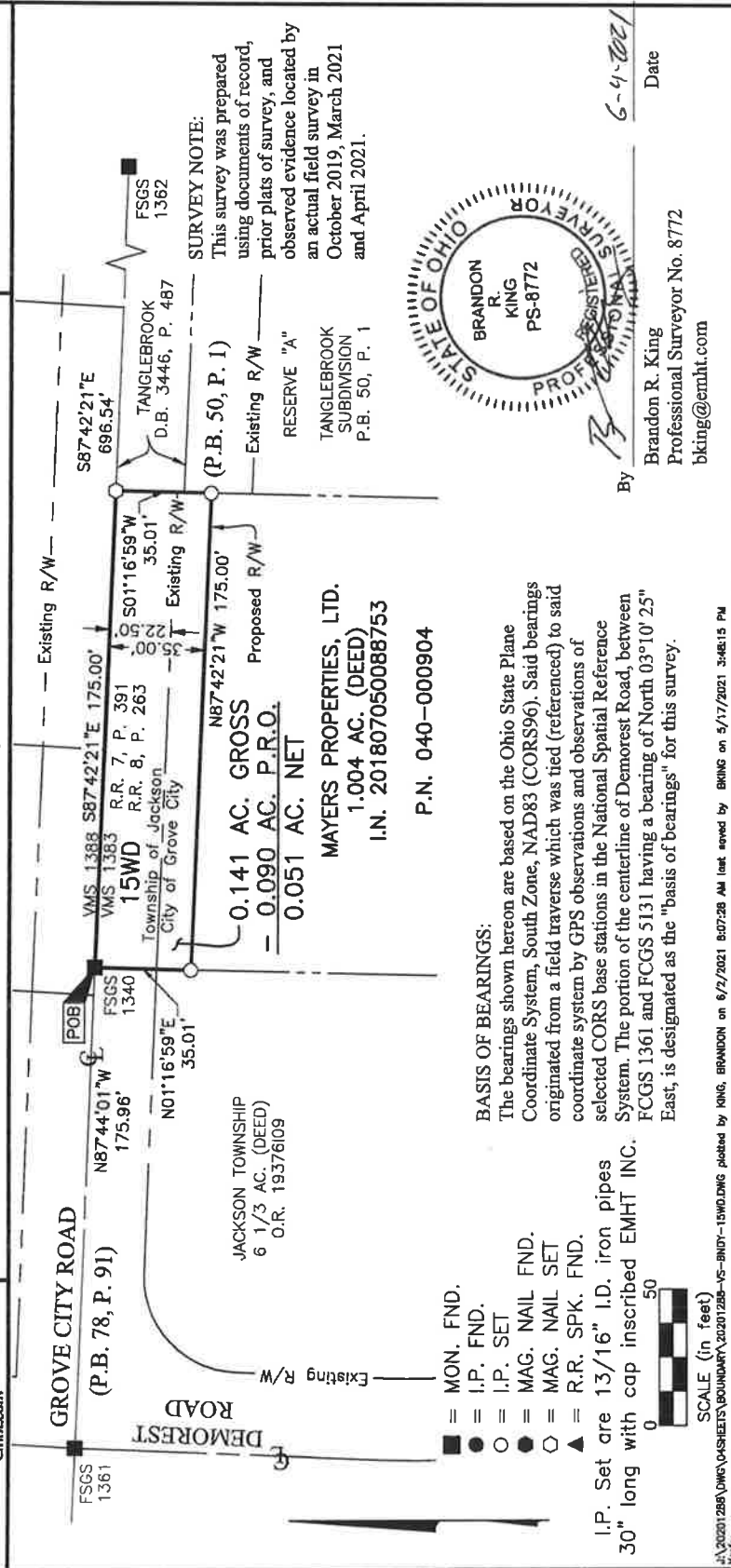


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emht.com

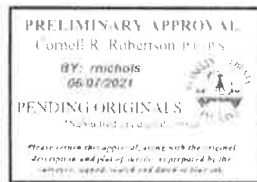
SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383
TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,
COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
Scale: 1" = 50'
Job No: 2020-1288
Sheet No: 1 of 1



By Brandon R. King Date 6-4-2021
Professional Surveyor No. 8772
bking@emht.com



**15WD
0.141 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1383, and being part of that 1.004 acre tract conveyed to Mayers Properties, Ltd. by deed of record in Instrument Number 201807050088753 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an aluminum disk in pvc encased concrete monument (FCGS 1340) found in the centerline of Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263 and in the line common to said Virginia Military District Survey Number 1383 and Virginia Military District Survey Number 1388, being the northwesterly corner of said 1.004 acre tract and the northeasterly corner of that portion of Grove City Road as shown in Plat Book 78, Page 91;

Thence South $87^{\circ} 42' 21''$ East, with said centerline and VMS line, a distance of 175.00 feet to a mag nail set at a northeasterly corner of said 1.004 acre tract and the northwesterly corner of the remainder of tract conveyed to Tanglebrook by deed of record in Deed Book 3446, Page 487 (reference an aluminum disk in pvc encased concrete monument (FCGS 1362) found in said centerline, being South $87^{\circ} 42' 21''$ East, a distance of 696.54 feet);

Thence South $01^{\circ} 16' 59''$ West, partially with the line common to said 1.004 acre tract and said Tanglebrook tract and across said Grove City Road, a distance of 35.01 feet to an iron pin set;

Thence North $87^{\circ} 42' 21''$ West, across said 1.004 acre tract, a distance of 175.00 feet to an iron pin set in the westerly line of said 1.004 acre and with the easterly line of that $6 \frac{1}{3}$ acre tract conveyed to Jackson Township by deed of record in Official Record 19376109;

Thence North $01^{\circ} 16' 59''$ East, with the westerly line of said 1.004 acre tract and with said easterly line of said $6 \frac{1}{3}$ acre tract and across said Grove City Road, a distance of 35.01 feet to the POINT OF BEGINNING, containing 0.141 acre, more or less, of which 0.090 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, having a bearing of North $03^{\circ} 10' 25''$ East, between FCGS 1361 and FCGS 5131, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.

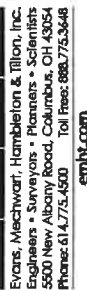


EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

6-4-2021



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

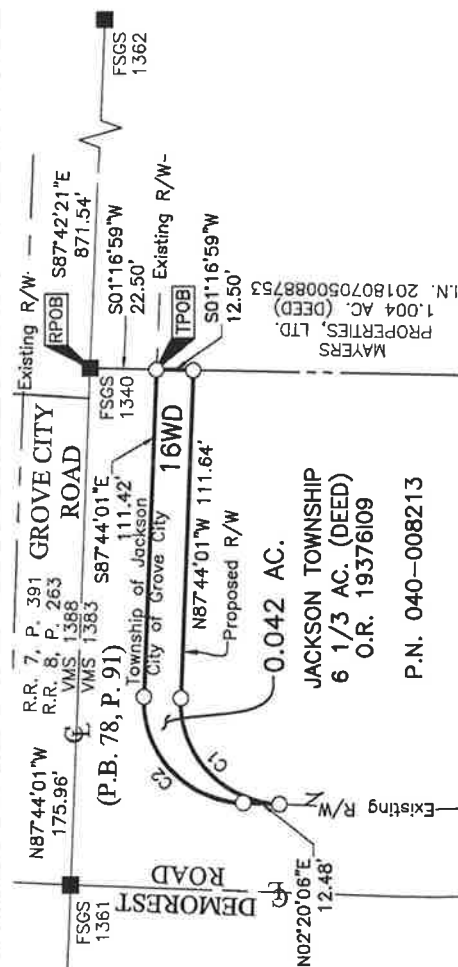
Date:	June 4, 2021
Scale:	1" = 50'
Job No:	2020-1288
Sheet No:	1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131 having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.



CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	89°54'21"	35.00'	54.92'	S47°18'49"W	49.46'
C2	89°55'53"	35.00'	54.94'	N47°18'03"E	49.47'

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

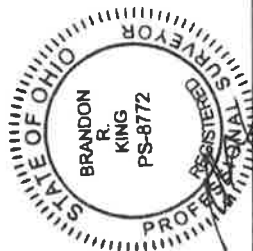
SCALE (in feet)

SCALE (in feet)
\\20201288\DWG\C4SHEETS\BOUNDARY\20201288-VS-BNDY-16WD.DWG plotted by KING, BRANDON on 6/2/2021 8:09:11 AM last saved by BKING on 5/12/2021 9:56:25 AM

By 17 6-4-2021

Date _____

Brandon R. King
Professional Surveyor No. 8772
bking@embt.com



**16WD
0.042 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1383, and being part of that 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1340) found in the centerline of Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263 and in the line common to said Virginia Military District Survey Number 1383 and Virginia Military District Survey Number 1388, being the northwesterly corner of that 1.004 acre tract conveyed to Mayers Properties, Ltd. by deed of record in Instrument Number 201807050088753 (reference an aluminum disk in pvc encased concrete monument (FCGS 1362) found in said centerline, being South 87° 42' 21" East, a distance of 871.54 feet and an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Demorest Road, being North 87° 44' 01" West, a distance of 175.96 feet);

Thence South 01° 16' 59" West, with the westerly line of said 1.004 acre tract and across said Grove City Road, a distance of 22.50 feet to an iron pin set in the southerly right-of-way line of said Grove City Road, at the northeasterly corner of said 6 1/3 acre tract, being the TRUE POINT OF BEGINNING;

Thence South 01° 16' 59" West, with the line common to said 6 1/3 and 1.004 acre tracts, a distance of 12.50 feet to an iron pin set;

Thence North 87° 44' 01" West, across said 6 1/3 acre tract, a distance of 111.64 feet to an iron pin set at a point of curvature;

Thence continuing across said 6 1/3 acre tract, with the arc of a curve to the left, having a central angle of 89° 54' 21", a radius of 35.00 feet, an arc length of 54.92 feet, a chord bearing of South 47° 18' 49" West and chord distance of 49.46 feet to an iron pin set in the easterly right-of-way line of Demorest Road as shown in Plat Book 78, Page 91;

Thence with said easterly right-of-way line and the southerly right-of-way line of said Grove City Road, the following courses and distances:

North 02° 20' 06" East, a distance of 12.48 feet to an iron pin set at a point of curvature;

With the arc of a curve to the right, having a central angle of 89° 55' 53", a radius of 35.00 feet, an arc length of 54.94 feet, a chord bearing of North 47° 18' 03" East and chord distance of 49.47 feet to an iron pin set at a point of tangency; and

South 87° 44' 01" East, a distance of 111.42 feet to the TRUE POINT OF BEGINNING, containing 0.042 acre, more or less.

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

16WD
0.042 ACRE

-2-

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, having a bearing of North 03°10' 25" East, between FCGS 1361 and FCGS 5131, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

BRK:td
16WD-0.042 ac 20201288-VS-BNDY-16.docx





EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
 Scale: 1" = 50'
 Job No: 2020-1288
 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

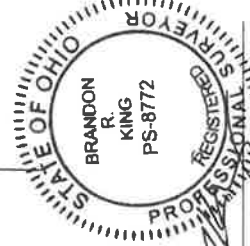
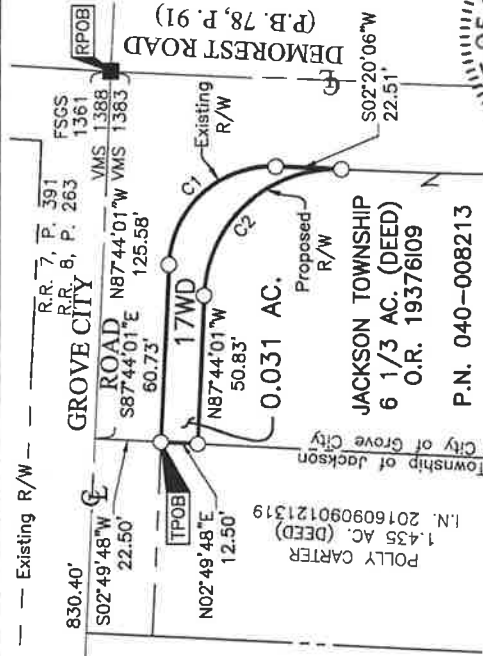
- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



SCALE (in feet)

CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CH. BEARING
C1	90°04'07"	35.00'	55.02'	S42°41'57"E
C2	90°04'07"	45.00'	70.74'	N42°41'57"W
				CH. DIST.
				49.53'
				63.68'



By *Brandon R. King*
 Brandon R. King
 Professional Surveyor No. 8772
 bking@emht.com
 Date: 6-4-2021

**17WD
0.031 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1383, and being part of the remainder of that original 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1383 and Virginia Military District Survey Number 1388;

Thence North 87° 44' 01" West, with the centerline of Grove City Road and said common Virginia Military District Survey line, a distance of 125.58 feet to the northeasterly corner of that 1.435 acre tract conveyed to Polly Carter by deed of record in Instrument Number 201609090121319 (reference an aluminum disk in pvc encased concrete monument (FCGS 1341) found in said centerline, being North 87° 44' 01" West, a distance of 830.40 feet);

Thence South 02° 49' 48" West, with the easterly line of said 1.435 acre tract and across said Grove City Road, a distance of 22.50 feet to an iron pin set in the southerly right-of-way line thereof and at the northwesterly corner of the remainder of said original 6 1/3 acre tract, being the TRUE POINT OF BEGINNING;

Thence South 87° 44' 01" East, with said southerly right-of-way line, a distance of 60.73 feet to an iron pin set at a point of curvature;

Thence continuing with said southerly right-of-way line, with the arc of a curve to the right, having a central angle of 90° 04' 07", a radius of 35.00 feet, an arc length of 55.02 feet, a chord bearing of South 42° 41' 57" East and chord distance of 49.53 feet to an iron pin set at a point of tangency in the westerly right-of-way line of said Demorest Road;

Thence South 02° 20' 06" West, with said westerly right-of-way line, a distance of 22.51 feet to an iron pin set on the arc of a curve;

Thence across said original 6 1/3 acre tract, with the arc of a curve to the left, having a central angle of 90° 04' 07", a radius of 45.00 feet, an arc length of 70.74 feet, a chord bearing of North 42° 41' 57" West and chord distance of 63.68 feet to an iron pin set at a point of tangency;

Thence North 87° 44' 01" West, continuing across said original 6 1/3 acre tract, a distance of 50.83 feet to an iron pin set in the line common to said original 6 1/3 acre tract and said 1.435 acre tract;

Thence North 02° 49' 48" East, with said common line, a distance of 12.50 feet to the TRUE POINT OF BEGINNING, containing 0.031 acre, more or less.

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

17WD
0.031 ACRE

-2-

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131 having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

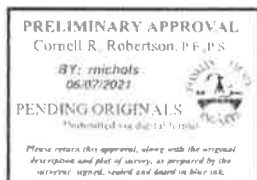
Brandon R. King 6-4-2021

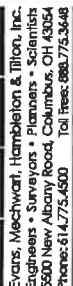
Brandon R. King
Professional Surveyor No. 8772

Date

BRK:td

17WD-0_031 ac 20201288-VS-BNDY-17.docx

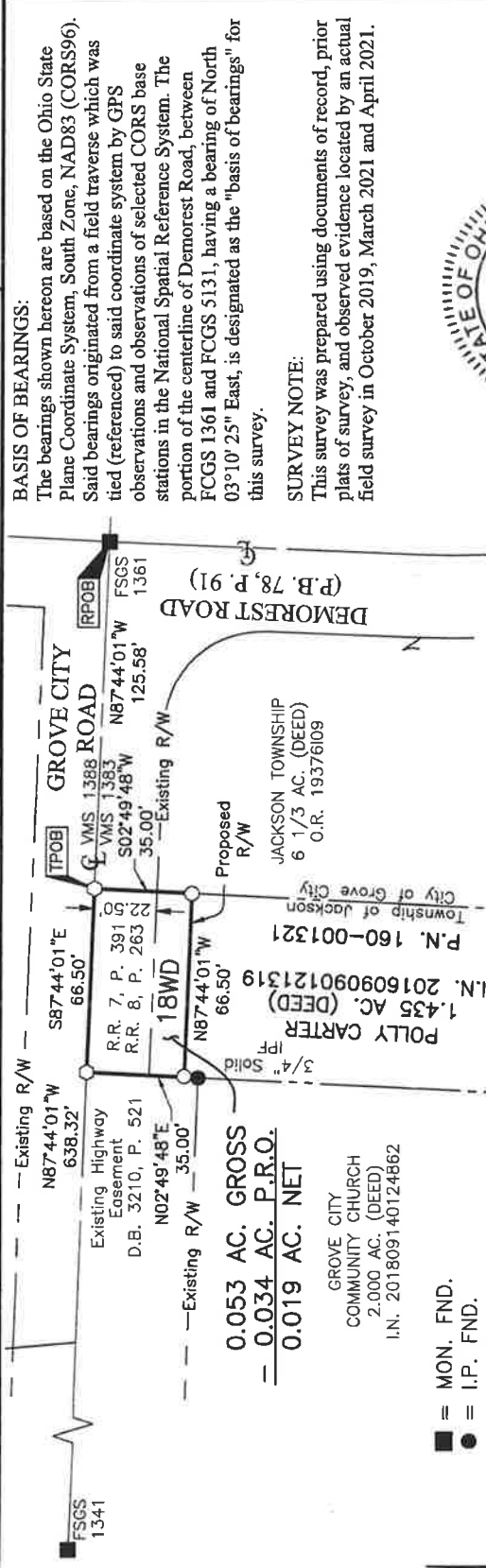




VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383

TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
 Scale: 1" = 50'
 Job No: 2020-1288
 Sheet No: 1 of 1



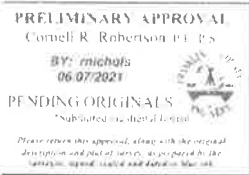
I.P. Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.

SCALE (in feet)

\\20201286\DWG\04SHEETS\BOUNDARY\20201286-VS-BINDY-15WD.DWG plotted by KING, BRANDON on 6/2/2021 8:12:30 AM last saved by BKING on 5/17/2021 3:52:44 PM

By   Date 6-4-2021

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.



**18WD
0.053 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1383, and being part of that 1.435 acre tract conveyed to Polly Carter by deed of record in Instrument Number 201609090121319 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1383 and Virginia Military District Survey Number 1388;

Thence North 87° 44' 01" West, with the centerline of Grove City Road and said common Virginia Military District Survey line, a distance of 125.58 feet to a mag nail set at the northeasterly corner of said 1.435 acre tract, being the TRUE POINT OF BEGINNING;

Thence South 02° 49' 48" West, with the easterly line of said 1.435, partially across said Grove City Road and partially with the westerly line of that original 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109, a distance of 35.00 feet to an iron pin set;

Thence North 87° 44' 01" West, across said 1.435 acre tract, a distance of 66.50 feet to an iron pin set in the southerly right-of-way line of said Grove City Road and in the line common to said 1.435 acre tract and that 2.00 acre tract conveyed to Grove City Community Church by deed of record in Instrument Number 201809140124862;

Thence North 02° 49' 48" East, with said common line and partially with said southerly right-of-way line and partially across said Grove City Road, a distance of 35.00 feet to a mag nail set in the centerline of Grove City Road and at the common corner of said 1.435 and 2.000 acre tracts (reference an aluminum disk in pvc encased concrete monument (FCGS 1341) found in said centerline, being North 87° 44' 01" West, a distance of 638.32 feet);

Thence South 87° 44' 01" East, with said centerline, a distance of 66.50 feet to the TRUE POINT OF BEGINNING, containing 0.053 acre, more or less, of which 0.034 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.

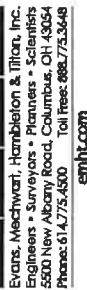


EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

TOWNSHIP OF JACKSON AND CITY OF GROVE CITY

COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021

Scale: $1'' = 60'$

Job No: 2020-1288

Sheet No: 1 of 1

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorese Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

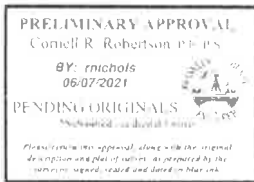
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

6-7-2021

Date: _____

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

\\20201258\\DWG\\04SHEET\\80UNDMP\\20201288-V5-ENDY--2\\DWG plotted by KING, BRANDON on 6/2/2021 8:58:01 AM last saved by KING on 5/18/2021 9:45:20 AM



21WD

0.382 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91, being the southeasterly corner of said 1.941 acre tract and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 87° 44' 01" West, with the centerline of said Grove City Road and the southerly line of said 1.941 acre tract, a distance of 289.50 feet to a mag nail set at the southwesterly corner of said 1.941 acre tract and the southeasterly corner of that 0.988 acre tract conveyed to James Louis Burdette and Carol L. Burdette by deed of record in Official Record 31375104 (reference an aluminum disk in pvc encased concrete monument (FCGS 1341) found in said centerline, being North 87° 44' 01" West, a distance of 540.90 feet);

Thence North 04° 52' 31" West, with the line common to said 1.941 and 0.988 acre tracts, a distance of 35.27 feet to an iron pin set;

Thence across said 1.941 acre tract, the following courses and distances:

South 87° 44' 01" East, a distance of 226.99 feet to an iron pin set at a point of curvature;

With the arc of a curve to the left, having a central angle of 89° 05' 34", a radius of 35.00 feet, an arc length of 54.42 feet, a chord bearing of North 47° 43' 12" East and chord distance of 49.10 feet to an iron pin set at a point of tangency; and

North 03° 10' 25" East, a distance of 152.06 feet to an iron pin set in the line common to said 1.941 acre tract and that 0.484 acre tract conveyed to Lyell R. Webb by deeds of record in Deed Book 2732, Page 396 and Instrument Number 201804240053489;

Thence South 87° 19' 39" East, with the line common to said 0.484 and 1.941 acre tracts (passing a 3/4 inch iron pipe found at a distance of 6.83 feet), a total distance of 33.00 feet to a mag nail set in the centerline of said Demorest Road and at the northeasterly corner of said 1.941 acre tract (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 1897.26 feet);

Thence South 03° 10' 25" West, with said centerline and the easterly line of said 1.941 acre tract, a distance of 221.28 feet to the POINT OF BEGINNING, containing 0.382 acre, more or less, of which 0.264 acre is in the present roadway occupied.

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

**21WD
0.382 ACRE**

-2-

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this plat.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King 6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date



Ernst, Meacham, Hensel & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
3000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,
COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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

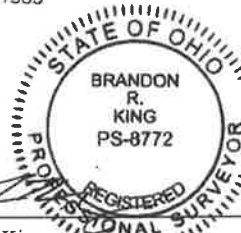
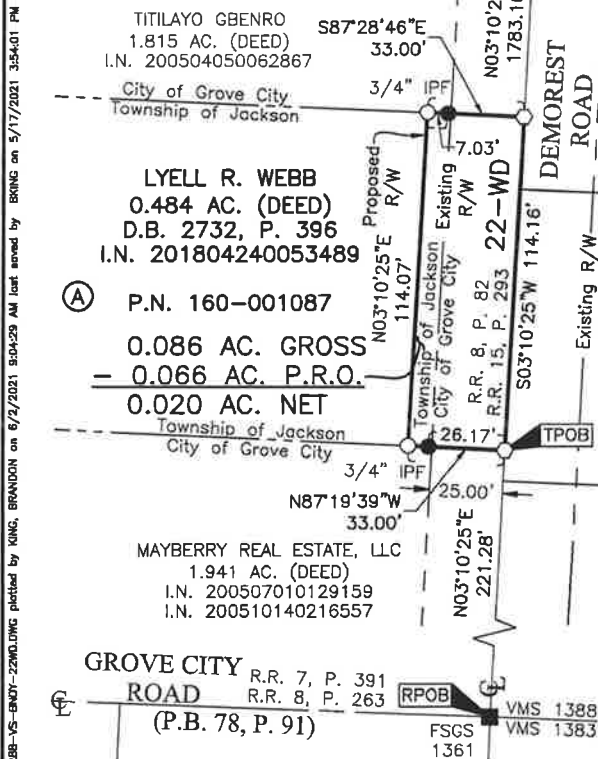


SCALE (in feet)

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

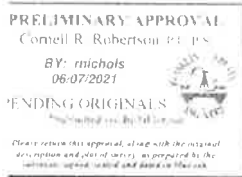
LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154



By *Brandon R. King*
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021

J:\20201288\WORKSHEETS\BOUNDARY\20201288-VS-ENDY-22WOLING plotted by KING, BRANDON on 6/7/2021 5:04:29 AM last saved by BRING on 5/17/2021 3:54:01 PM



**22WD
0.086 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.484 acre tract conveyed to Lyell R. Webb by deeds of record in Deed Book 2732, Page 396 and Instrument Number 201804240053489 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North 03° 10' 25" East, with the centerline of said Demorest Road, a distance of 221.28 feet to a mag nail set at the southeasterly corner of said 0.484 acre tract and the northeasterly corner of that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557, being the TRUE POINT OF BEGINNING;

Thence North 87° 19' 39" West, with the line common to said 0.484 and 1.941 acre tracts (passing a 3/4 inch iron pipe found at a distance of 26.17 feet), a total distance of 33.00 feet to an iron pin set;

Thence North 03° 10' 25" East, across said 0.484 acre tract, a distance of 114.07 feet to an iron pin set in the line common to said 0.484 acre tract and that 1.815 acre tract conveyed to Titilayo Gbenro by deed of record in Instrument Number 200504050062867;

Thence South 87° 28' 46" East, with said common line (passing a 3/4 inch iron pipe found at a distance of 7.03 feet), a total distance of 33.00 feet to a mag nail set in the centerline of said Demorest Road and at the northeasterly corner of said 0.484 acre tract (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North 03° 10' 25" East, a distance of 1783.10 feet);

Thence South 03° 10' 25" West, with said centerline and the easterly line of said 0.484 acre tract, a distance of 114.16 feet to the TRUE POINT OF BEGINNING, containing 0.086 acre, more or less, of which 0.066 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King 6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5800 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3646
emht.com

SURVEY OF ACREAGE PARCEL

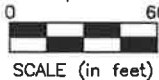
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 60' Job No: 2020-1288 Sheet No: 1 of 1

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



SCALE (in feet)

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	25°50'31"	30.00'	13.53'	S09°44'50"E	13.42'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°28'46"W	33.00'
L2	S03°10'25"W	18.14'
L3	S87°19'35"E	30.00'

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

TITILAYO GBENRO
1.815 AC. (DEED)
I.N. 200504050062867

P.N. 040-013656

0.149 AC. GROSS

- 0.111 AC. P.R.O.

0.038 AC. NET

25.97'

City of Grove City
Township of Jackson

LYELL R. WEBB
0.484 AC. (DEED)
D.B. 2732, P. 396
I.N. 201804240053489

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

By

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com



Date

6-4-2021

J:\20201288\DWG\4SHEETS\BOUNDARY\20201288-VS-ENDY-23WD.DWG plotted by KING, BRANDON on 6/2/2021 8:08:40 AM last saved by BRONG on 5/17/2021 3:59:38 PM

**23WD
0.149 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 1.815 acre tract conveyed to Titilayo Gbenro by deed of record in Instrument Number 200504050062867 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293, and Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383;

Thence North $03^{\circ} 10' 25''$ East, with the centerline of said Demorest Road, a distance of 335.44 feet to a mag nail set at the southeasterly corner of said 1.815 acre tract and the northeasterly corner of that 0.484 acre tract conveyed to Lyell R. Webb by deeds of record in Deed Book 2732, Page 396 and Instrument Number 201804240053489, being the TRUE POINT OF BEGINNING;

Thence North $87^{\circ} 28' 46''$ West, with the line common to said 1.815 and 0.484 acre tracts (passing a 3/4 inch iron pipe found at a distance of 25.97 feet), a total distance of 33.00 feet to an iron pin set;

Thence North $03^{\circ} 10' 25''$ East, across said 1.815 acre tract, a distance of 225.19 feet to an iron pin set on the arc of curve in the westerly right-of-way line of said Demorest Road, as shown in Plat Book 33, Page 78;

Thence with said westerly right-of-way line and an easterly line of said 1.815 acre tract, with the arc of a curve to the right, having a central angle of $25^{\circ} 50' 31''$, a radius of 30.00 feet, an arc length of 13.53 feet, a chord bearing of South $09^{\circ} 44' 50''$ East and chord distance of 13.42 feet to an iron pin set at a point of tangency;

Thence South $03^{\circ} 10' 25''$ West, continuing with said westerly right-of-way line and said easterly line, a distance of 18.14 feet to an iron pin set at an angle point in the westerly right-of-way line of Demorest Road;

Thence South $87^{\circ} 19' 35''$ East, with a northerly line of said 1.815 acre tract and partially with said westerly right-of-way line, a distance of 30.00 feet to a mag nail set in the centerline of said Demorest Road and at a northeasterly corner of said 1.815 acre tract (reference an aluminum disk in pvc encased concrete monument (FCGS 5131) found in said centerline, being North $03^{\circ} 10' 25''$ East, a distance of 1589.24 feet);

Thence South $03^{\circ} 10' 25''$ West, with said centerline and an easterly line of said 1.815 acre tract, a distance of 193.86 feet to the TRUE POINT OF BEGINNING, containing 0.149 acre, more or less, of which 0.111 acre is in the present roadway occupied.

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

23WD
0.149 ACRE

-2-

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



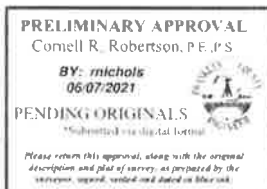
EVANS, MECHWART, HAMBLETON & TILTON, INC.

BRK 6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

BRK:ap
23WD-0_149 ac 20201288-VS-BNDY-23.docx





Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4300 Fax: 614.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	25°50'31"	30.00'	13.53'	S16°05'40"W	13.42'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°10'25"W	80.25'
L2	N03°10'25"E	93.30'
L3	S87°22'05"E	3.00'

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

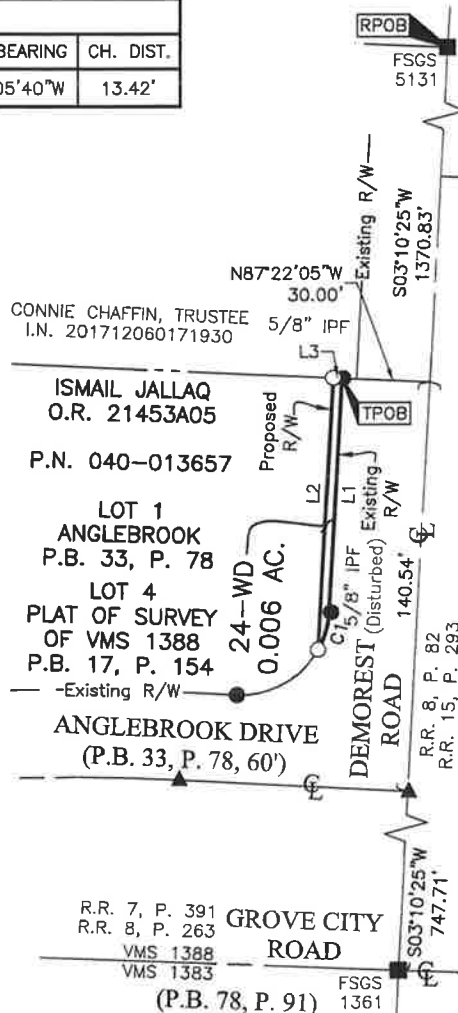
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

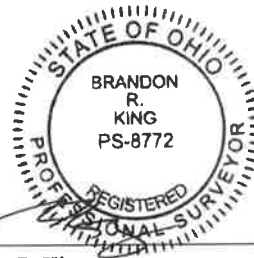
I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.



SCALE (in feet)



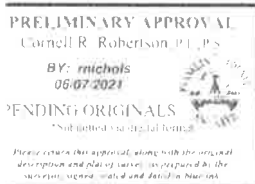
R.R. 7, P. 391
R.R. 8, P. 263
VMS 1388
VMS 1383
GROVE CITY ROAD
(P.B. 78, P. 91)
FCGS 1361



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021

J:\2020\1288\DWG\ASHEETS\BOUNDARY\2020\1288-VS-ENGR-24W.DWG plotted by KING, BRANDON on 6/2/2021 9:32:29 AM last saved by KING on 5/17/2021 4:00:34 PM



24WD
0.006 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of Lot 1 of that subdivision titled "Anglebrook" of record in Plat Book 33, Page 78, said Lot 1 being conveyed to Ismail Jallaq by deed of record in Official Record 21453A05 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South $03^{\circ} 10' 25''$ West, with the centerline of said Demorest Road, a distance of 1370.83 feet to a point at the common corner of said "Anglebrook" and that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South $03^{\circ} 10' 25''$ West, a distance of 747.71 feet);

Thence North $87^{\circ} 22' 05''$ West, with the line common to said "Anglebrook" and said Chaffin tract, across said Demorest Road, a distance of 30.00 feet to a 5/8 inch iron pipe found at the northeasterly corner of said Lot 1 and in the westerly right-of-way line of said Demorest Road, being the TRUE POINT OF BEGINNING;

Thence South $03^{\circ} 10' 25''$ West, with said westerly right-of-way line, a distance of 80.25 feet to a disturbed 5/8 inch iron pipe found at a point of curvature;

Thence continuing with said westerly right-of-way line, with the arc of a curve to the right, having a central angle of $25^{\circ} 50' 31''$, a radius of 30.00 feet, an arc length of 13.53 feet, a chord bearing of South $16^{\circ} 05' 40''$ West and chord distance of 13.42 feet to an iron pin set;

Thence North $03^{\circ} 10' 25''$ East, across said Lot 1, a distance of 93.30 feet to an iron pin set in the line common to said Lot 1 and said Chaffin tract;

Thence South $87^{\circ} 22' 05''$ East, with said common line, a distance of 3.00 feet to the TRUE POINT OF BEGINNING, containing 0.006 acre, more or less.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North $03^{\circ} 10' 25''$ East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5600 New Albany Road, Columbus, OH 43054
Phone: 614.773.4500 Fax: 614.773.5648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
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- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



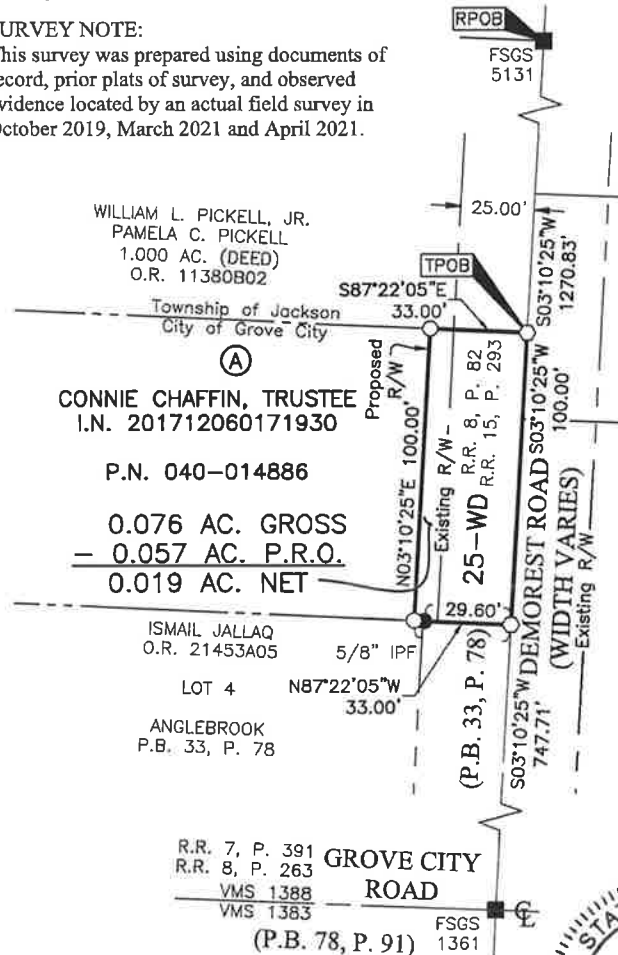
SCALE (in feet)

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

J:\2020\1288\DWG\04SHEETS\BOUNDARY\20201288-YS-ENDT-25MD.DWG plotted by KING, BRANDON on 6/2/2021 9:37:10 AM last saved by BKING on 5/17/2021 4:03:52 PM
Krefe:



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021

PRELIMINARY APPROVAL

Cornell R. Robertson, P.E., P.S.

BY: *rnichols*
06-07-2021

PENDING ORIGINALS

"Submitted via digital format"

Please return this approval, along with the original description and plat, to the recorder's office, to be recorded and dated in the records.

25WD

0.076 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
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WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South 03° 10' 25" West, with the centerline of said Demorest Road, a distance of 1270.83 feet to a mag nail set at the common corner of said Chaffin tract and that 1.000 acre tract conveyed to William L. Pickell, Jr. and Pamela C. Pickell by deed of record in Official Record 11380B02, being the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, with the centerline of said Demorest Road, a distance of 100.00 feet to a mag nail set at the common corner of said Chaffin tract and that subdivision titled "Anglebrook" of record in Plat Book 33, Page 78 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South 03° 10' 25" West, a distance of 747.71 feet);

Thence North 87° 22' 05" West, with the line common to said Chaffin tract and said "Anglebrook", partially across said Demorest Road and partially with the westerly right-of-way line of Demorest Road (passing a 5/8 inch iron pipe found at a distance of 29.60 feet), a total distance of 33.00 feet to an iron pin set;

Thence North 03° 10' 25" East, across said Chaffin tract, a distance of 100.00 feet to an iron pin set in the line common to said Chaffin tract and said 1.000 acre tract;

Thence South 87° 22' 05" East, with said common line, a distance of 33.00 feet to the TRUE POINT OF BEGINNING, containing 0.076 acre, more or less, of which 0.057 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

BR King 6-4-2021
Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Meschery, Hombelton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5800 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.3646
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,
COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
- = 5/8" I.P. FND.
- = I.P. SET
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- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



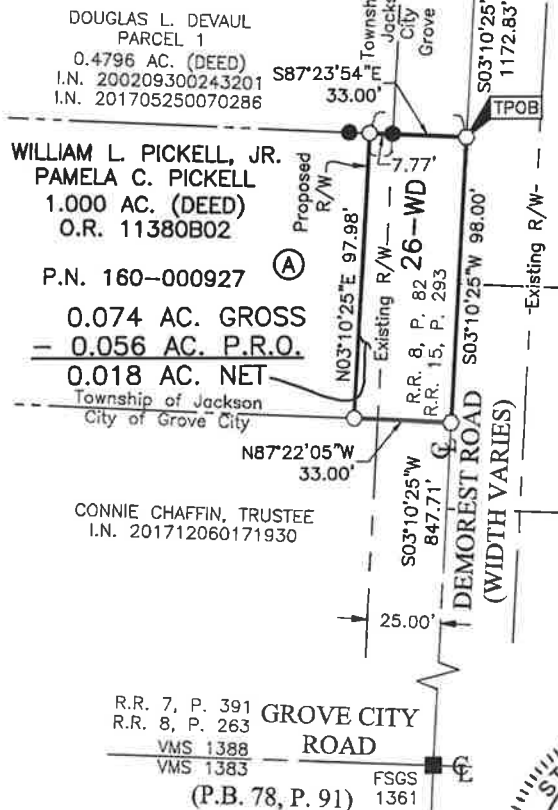
SCALE (in feet)

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

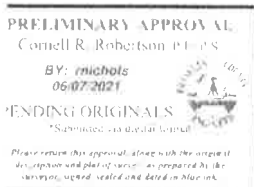
A:\2020\1288\DWG\04SHEETS\BOUNDARY\20201288-45-BK07-21DWG.DWG plotted by KING, BRANDON on 6/2/2021 9:44:26 AM last saved by BK07 on 5/17/2021 4:08:51 PM



By *Brandon R. King*
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date



26WD
0.074 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 1.000 acre tract conveyed to William L. Pickell, Jr. and Pamela C. Pickell by deed of record in Official Record 11380B02 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South 03° 10' 25" West, with the centerline of said Demorest Road, a distance of 1172.83 feet to a mag nail set at the common corner of said 1.000 acre tract and that 0.4796 acre tract conveyed as Parcel 1 to Douglas L. Devaul by deeds of record in Instrument Numbers 200209300243201 and 201705250070286, being the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, with said centerline, a distance of 98.00 feet to a mag nail set at the common corner of said 1.000 acre tract and that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South 03° 10' 25" West, a distance of 847.71 feet);

Thence North 87° 22' 05" West, with the line common to said 1.000 acre tract and said Chaffin tract, a distance of 33.00 feet to an iron pin set;

Thence North 03° 10' 25" East, across said 1.000 acre tract, a distance of 97.98 feet to an iron pin set in the line common to said 0.4796 and 1.000 acre tracts;

Thence South 87° 23' 54" East, with said common line (passing a 5/8 inch iron pipe found at a distance of 7.77 feet), a total distance of 33.00 feet to the TRUE POINT OF BEGINNING, containing 0.074 acre, more or less, of which 0.056 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03° 10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43264
Phone: 614.775.4300 Fax: 614.775.3646
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,
COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

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- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



SCALE (in feet)

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

J:\20201288\DWG\459\HEETS\BOUNDARY\20201288-VS-UNDY-27\WLD.DWG plotted by KING, BRANDON on 6/2/2021 9:52:58 AM last saved by BRNG on 5/17/2021 4:11:38 PM

JAMES CAMERON CONLEY
JULIA L. CONLEY
1.000 AC. (DEED)
O.R. 17222120

DOUGLAS L. DEVAUL
PARCEL 1
0.4796 AC. (DEED)
I.N. 200209300243201
I.N. 201705250070286

P.N. 160-000314

0.092 AC. GROSS
- 0.070 AC. P.R.O.
0.022 AC. NET

WILLIAM L. PICKELL, JR.
PAMELA C. PICKELL
1.000 AC. (DEED)
O.R. 11380B02

R.R. 7, P. 391
R.R. 8, P. 263
VMS 1388
VMS 1383

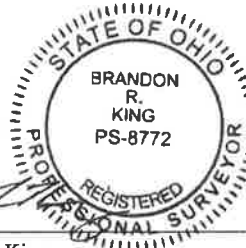
GROVE CITY
ROAD

(P.B. 78, P. 91)

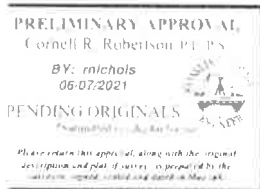
By

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date



6-4-2021



27WD

0.092 ACRE

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WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.4796 acre tract conveyed as Parcel 1 to Douglas L. Devaul by deeds of record in Instrument Numbers 200209300243201 and 201705250070286 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South 03° 10' 25" West, with the centerline of said Demorest Road, a distance of 1050.95 feet to a mag nail set at the common corner of said 0.4796 acre tract and that 1.000 acre tract conveyed to James Cameron Conley and Julia L. Conley by deed of record in Official Record 17222120, being the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, with said centerline, a distance of 121.88 feet to a mag nail set at the common corner of said 0.4796 acre tract and that 1.000 acre tract conveyed to William L. Pickell, Jr. and Pamela C. Pickell by deed of record in Official Record 11380B02 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South 03° 10' 25" West, a distance of 945.71 feet);

Thence North 87° 23' 54" West, with the line common to said 0.4796 acre tract and said 1.000 acre (Pickell) tract (passing a 5/8 inch iron pin found at a distance of 25.23 feet), a total distance of 33.00 feet to an iron pin set;

Thence North 03° 10' 25" East, across said 0.4796 acre tract, a distance of 121.92 feet to an iron pin set in the line common to said 0.4796 acre tract and said 1.000 acre (Conley) tract;

Thence South 87° 19' 07" East, with said common line, a distance of 33.00 feet to the TRUE POINT OF BEGINNING, containing 0.092 acre, more or less, of which 0.070 acre is in the present roadway occupied.

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

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

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This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

BR King 6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4300 Toll Free: 888.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON AND CITY OF GROVE CITY,
COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

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- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- ◆ = P.K. NAIL FND.

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



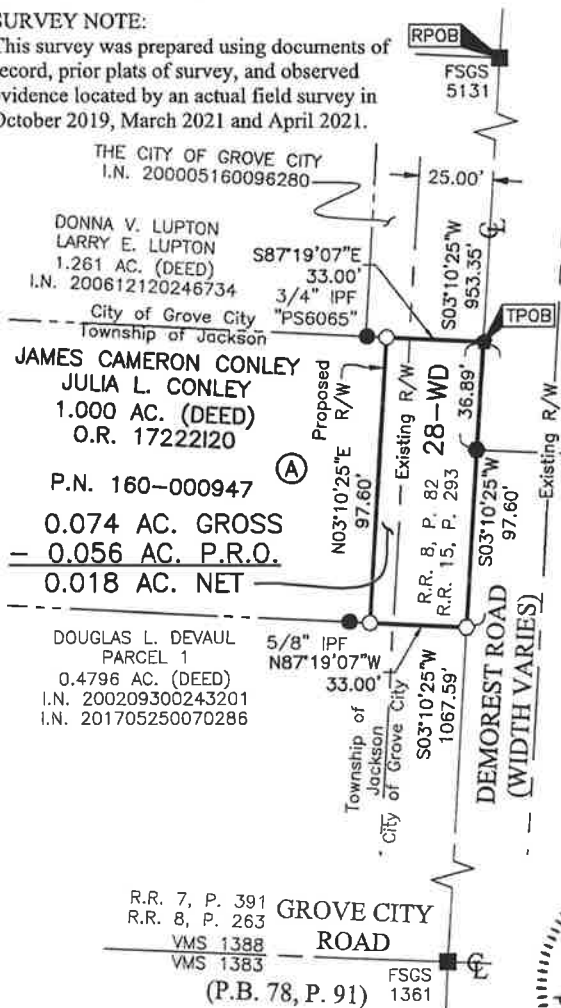
SCALE (in feet)

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

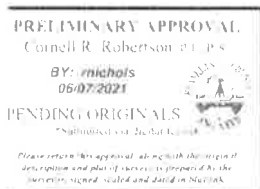
LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

J:\20201288\DWG\ASHEETS\BOUNDARY\20201288-VS-BNDY-28WD.DWG plotted by KING, BRANDON on 6/2/2021 9:58:35 AM last saved by BRNG on 5/17/2021 4:15:08 PM



By *Brandon R. King*
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021
Date



28WD
0.074 ACRE

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IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 1.000 acre tract conveyed to James Cameron Conley and Julia L. Conley by deed of record in Official Record 17222120 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South 03° 10' 25" West, with the centerline of said Demorest Road, a distance of 953.35 feet to a P.K. nail found at the common corner of said 1.000 acre tract and that tract conveyed to the City of Grove City by deed of record in Instrument Number 200005160096280, being the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, with the centerline of said Demorest Road (passing a mag nail found at a distance of 36.89 feet), a total distance of 97.60 feet to a mag nail set at the common corner of said 1.000 acre tract and that 0.4796 acre tract conveyed as Parcel 1 to Douglas L. Devaul by deeds of record in Instrument Numbers 200209300243201 201705250070286 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South 03° 10' 25" West, a distance of 1067.59 feet);

Thence North 87° 19' 07" West, with the line common to said 1.000 and 0.4796 acre tracts, a distance of 33.00 feet to an iron pin set;

Thence North 03° 10' 25" East, across said 1.000 acre tract, a distance of 97.60 feet to an iron pin set in the line common to said 1.000 acre tract and said City of Grove City tract;

Thence South 87° 19' 07" East, with said common line, a distance of 33.00 feet to the TRUE POINT OF BEGINNING, containing 0.074 acre, more or less, of which 0.056 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03° 10' 25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

BR King
Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



Evans, MacSwartz, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4800 Fax: 614.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

CHRIS A. WIAND
0.551 AC. (DEED)
I.N. 200808040118751 S87°19'22"E
40.00'

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

DONNA V. LUPTON
LARRY E. LUPTON
1.261 AC. (DEED)
I.N. 200612120246734

THE CITY OF GROVE CITY
I.N. 200005160096280

P.N. 040-011201

0.200 AC. GROSS
- 0.125 AC. P.R.O.
0.075 AC. NET

City of Grove City
Township of Jackson
3/4" IPF
"PS6065"

JAMES CAMERON CONLEY
JULIA L. CONLEY
1.000 AC. (DEED)
O.R. 17222120

R.R. 7, P. 391
R.R. 8, P. 263
VMS 1388
VMS 1383

GROVE CITY
ROAD

(P.B. 78, P. 91) FCGS 1361

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- ◆ = P.K. NAIL FND.

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

0 50
SCALE (in feet)



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date

J:\20201288\WORKSHEETS\BOUNDARY\20201288-05-EMHT-2020.DWG plotted by KING, BRANDON on 6/2/2021 10:01:23 AM last saved by KING on 5/17/2021 4:18:38 PM

29WD

0.200 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that tract conveyed to The City of Grove City by deed of record in Instrument Number 200005160096280 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South 03° 10' 25" West, with the centerline of said Demorest Road, a distance of 735.22 feet to a mag nail set at the northeasterly corner of said City of Grove City tract and the southeasterly corner of that 0.551 acre tract conveyed to Chris A. Wiand by deed of record in Instrument Number 200808040118751, being the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, continuing with said centerline and with the easterly line of said City of Grove City tract, a distance of 218.13 feet to a P.K. nail found at the southeasterly corner of said City of Grove City tract and at the northeasterly corner of that 1.000 acre tract conveyed as James Cameron Conley and Julia L. Conley by deed of record in Official Record 17222120 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South 03° 10' 25" West, a distance of 1165.19 feet);

Thence North 87° 16' 35" West, with the line common to said City of Grove City tract and 1.000 acre tracts, a distance of 40.00 feet to a 3/4 inch iron pipe found capped "PS6065" at a southeasterly corner of that 1.261 acre tract conveyed to Donna V. Lupton and Larry E. Lupton by deed of record in Instrument Number 200612120246734, a southwesterly corner of said City of Grove City tract and in the northerly line of said 1.000 acre tract;

Thence North 03° 10' 25" East, with the line common to said City of Grove City tract and said 1.261 acre tract, a distance of 218.10 feet to an iron pin set at the northwesterly corner of said City of Grove City tract, at the northeasterly corner of said 1.261 acre tract and in the southerly line of said 0.551 acre tract;

Thence South 87° 19' 22" East, with the line common to said City of Grove City tract and said 0.551 acre tract, a distance of 40.00 feet to the TRUE POINT OF BEGINNING, containing 0.200 acre, more or less, of which 0.125 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10'25" East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Mieschewski, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4900 Fax: 614.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

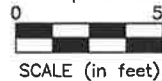
Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.

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



SCALE (in feet)

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

THE CITY OF GROVE CITY
TRACT #1
5.998 AC. (DEED)
I.N. 200103190054836

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

CHRIS A. WIAND
0.551 AC. (DEED)
I.N. 200808040118751
P.N. 040-006338

0.076 AC. GROSS
- 0.058 AC. P.R.O.
0.018 AC. NET

DONNA V. LUPTON
LARRY E. LUPTON
1.261 AC. (DEED)
I.N. 200612120246734

THE CITY OF GROVE CITY
I.N. 200005160096280

R.R. 7, P. 391
R.R. 8, P. 263
VMS 1388
VMS 1383

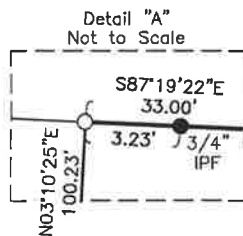
(P.B. 78 P. 91)

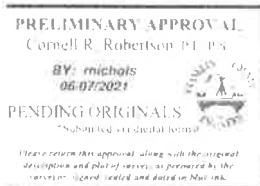


By *Brandon R. King*
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date

J:\20201288\DWG\ASHEETS\BOUNDARY\20201288-VS-BNDY-SUM.DWG plotted by KING, BRANDON on 6/2/2021 10:04:47 AM last saved by KING on 5/17/2021 4:20:53 PM





30WD
0.076 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.551 acre tract conveyed to Chris A. Wiand by deed of record in Instrument Number 200808040118751 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South $03^{\circ} 10' 25''$ West, with the centerline of said Demorest Road, a distance of 634.98 feet to a mag nail set at the northeasterly corner of said 0.551 acre tract, at the southeasterly corner of that 5.998 acre tract conveyed as Tract No. 1 to The City of Grove City by deed of record in Instrument Number 200103190054836, being the TRUE POINT OF BEGINNING;

Thence South $03^{\circ} 10' 25''$ West, continuing with said centerline and with the easterly line of said 0.551 acre tract, a distance of 100.23 feet to a mag nail set at a southeasterly corner thereof and at the northeasterly corner of that tract conveyed to The City of Grove City by deed of record in Instrument Number 200005160096280 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South $03^{\circ} 10' 25''$ West, a distance of 1383.32 feet);

Thence North $87^{\circ} 19' 22''$ West, with the southerly line of said 0.551 acre tract and the northerly lines of said The City of Grove City tract and that 1.261 acre tract conveyed as Donna V. Lupton and Larry E. Lupton by deed of record in Instrument Number 200612120246734, a distance of 33.00 feet to an iron pin set;

Thence North $03^{\circ} 10' 25''$ East, across said 0.551 acre tract, a distance of 100.23 feet to an iron pin set in the line common to said 0.551 and 5.998 acre tracts;

Thence South $87^{\circ} 19' 22''$ East, with said common line (passing a 3/4 inch iron pipe found at a distance of 3.23 feet), a total distance of 33.00 feet to the TRUE POINT OF BEGINNING, containing 0.076 acre, more or less, of which 0.058 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North $03^{\circ} 10' 25''$ East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

6-4-2021



David, Mechwart, Hambleton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 60' Job No: 2020-1288 Sheet No: 1 of 1

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- = P.K. NAIL FND.

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

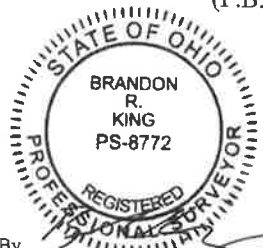
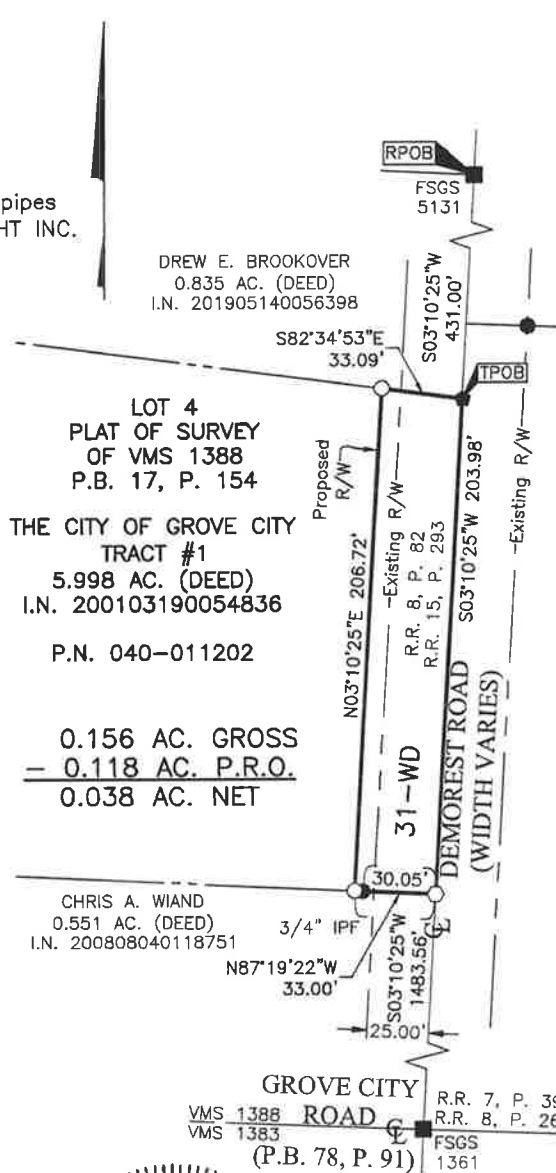


BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

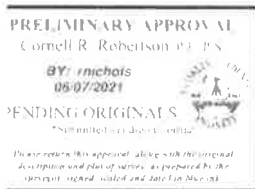
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.



By
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021
Date

J:\2020\1288\DWG\DWG\1288-1\1288-1.dwg plotted by KING, BRANDON on 6/2/2021 10:27:25 AM last saved by KING on 5/17/2021 4:22:34 PM



**31WD
0.156 ACRE
ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 5.998 acre tract conveyed as Tract No. 1 to The City of Grove City by deed of record in Instrument Number 200103190054836 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South $03^{\circ} 10' 25''$ West, with the centerline of said Demorest Road, a distance of 431.00 feet to a P.K. nail found at the northeasterly corner of said 5.998 acre tract, at the southeasterly corner of that 0.835 acre tract conveyed to Drew E. Brookover by deed of record in Instrument Number 201905140056398, being the TRUE POINT OF BEGINNING;

Thence South $03^{\circ} 10' 25''$ West, with said centerline and with the easterly line of said 5.998 acre tract, a distance of 203.98 feet to a mag nail set at the southeasterly corner thereof and at the northeasterly corner of that 0.551 acre tract conveyed as Chris A. Wiand by deed of record in Instrument Number 200808040118751 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South $03^{\circ} 10' 25''$ West, a distance of 1483.56 feet);

Thence North $87^{\circ} 19' 22''$ West, with the line common to said 5.998 acre and 0.551 acre tracts (passing a 3/4 inch iron pipe found at a distance of 30.05 feet), a total distance of 33.00 feet to an iron pin set;

Thence North $03^{\circ} 10' 25''$ East, across said 5.998 acre tract, a distance of 206.72 feet to an iron pin set in the line common to said 5.998 acre tract and 0.835 acre tracts;

Thence South $82^{\circ} 34' 53''$ East, with said common line, a distance of 33.09 feet to the TRUE POINT OF BEGINNING, containing 0.156 acre, more or less, of which 0.118 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North $03^{\circ} 10' 25''$ East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

 6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Mechwart, Hamilton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5600 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.5648
emht.com

SURVEY OF ACREAGE PARCEL

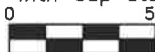
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- ◆ = P.K. NAIL FND.

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



SCALE (in feet)

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North 03°10' 25" East, is designated as the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in October 2019, March 2021 and April 2021.

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

DREW E. BROOKOVER
0.835 AC. (DEED)
I.N. 201905140056398

P.N. 040-006990 (A)
0.085 AC. GROSS
- 0.064 AC. P.R.O.
0.021 AC. NET

THE CITY OF GROVE CITY
TRACT #1
5.998 AC. (DEED)
I.N. 200103190054836

R.R. 7, P. 391
R.R. 8, P. 263
VMS 1388
VMS 1383
GROVE CITY
ROAD
(P.B. 78, P. 91)



By Brandon R. King
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021
Date

J:\20201288\DWG\ASHEETS\BOUNDARY_20201288-1S-BNDY-32WD.DWG plotted by KINGS, BRANDON on 6/2/2021 10:33:54 AM last saved by BKING on 5/17/2021 4:35:03 PM

PRELIMINARY APPROVAL

Cornell R. Robertson III, P.S.

BY: nichols
06/07/2021

ENDING ORIGINALS

Please return this approval, along with the original
description and plat of survey, as prepared by the
surveyor, signed, sealed and dated in blue ink.



32WD

0.085 ACRE

**ALL RIGHTS, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

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Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being part of that 0.835 acre tract conveyed to Drew E. Brookover by deed of record in Instrument Number 201905140056398 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an aluminum disk in pvc encased concrete monument (FCGS 5131) found in the centerline of Demorest Road (width varies, public) of record in Road Record 8, Page 82 and Road Record 15, Page 293;

Thence South $03^{\circ} 10' 25''$ West, with the centerline of said Demorest Road, a distance of 318.00 feet to a mag nail set at the northeasterly corner of said 0.835 acre tract and the southeasterly corner of that subdivision titled "Rush Creek", of record in Plat Book 78, Page 89, being the TRUE POINT OF BEGINNING;

Thence South $03^{\circ} 10' 25''$ West, continuing with said centerline and the easterly line of said 0.835 acre tract, a distance of 113.00 feet to a P.K. nail found at the southeasterly corner thereof and at the northeasterly corner of that 5.998 acre tract conveyed as Tract No. 1 to The City of Grove City by deed of record in Instrument Number 200103190054836 (reference an aluminum disk in pvc encased concrete monument (FCGS 1361) found at the centerline intersection with Grove City Road (width varies, public), of record in Road Record 7, Page 391 and Road Record 8, Page 263, as also shown in Plat Book 78, Page 91 and in the line common to said Virginia Military District Survey Number 1388 and Virginia Military District Survey Number 1383, being South $03^{\circ} 10' 25''$ West, a distance of 1687.54 feet);

Thence North $82^{\circ} 34' 53''$ West, with the line common to said 0.835 acre and 5.998 acre tracts, a distance of 33.09 feet to an iron pin set;

Thence North $03^{\circ} 10' 25''$ East, across said 0.835 acre tract, a distance of 110.28 feet to an iron pin set in the line common to said 0.835 acre tract and said "Rush Creek";

Thence South $87^{\circ} 18' 17''$ East, with said common line, a distance of 33.00 feet to the TRUE POINT OF BEGINNING, containing 0.085 acre, more or less, of which 0.064 acre is in the present roadway occupied.

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

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

The bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of Demorest Road, between FCGS 1361 and FCGS 5131, having a bearing of North $03^{\circ} 10' 25''$ East, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Brandon R. King, Professional Surveyor Number 8772 in October 2019, March 2021 and April 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

BRK:td

32WD-0_085 ac 20201288-V347114-003

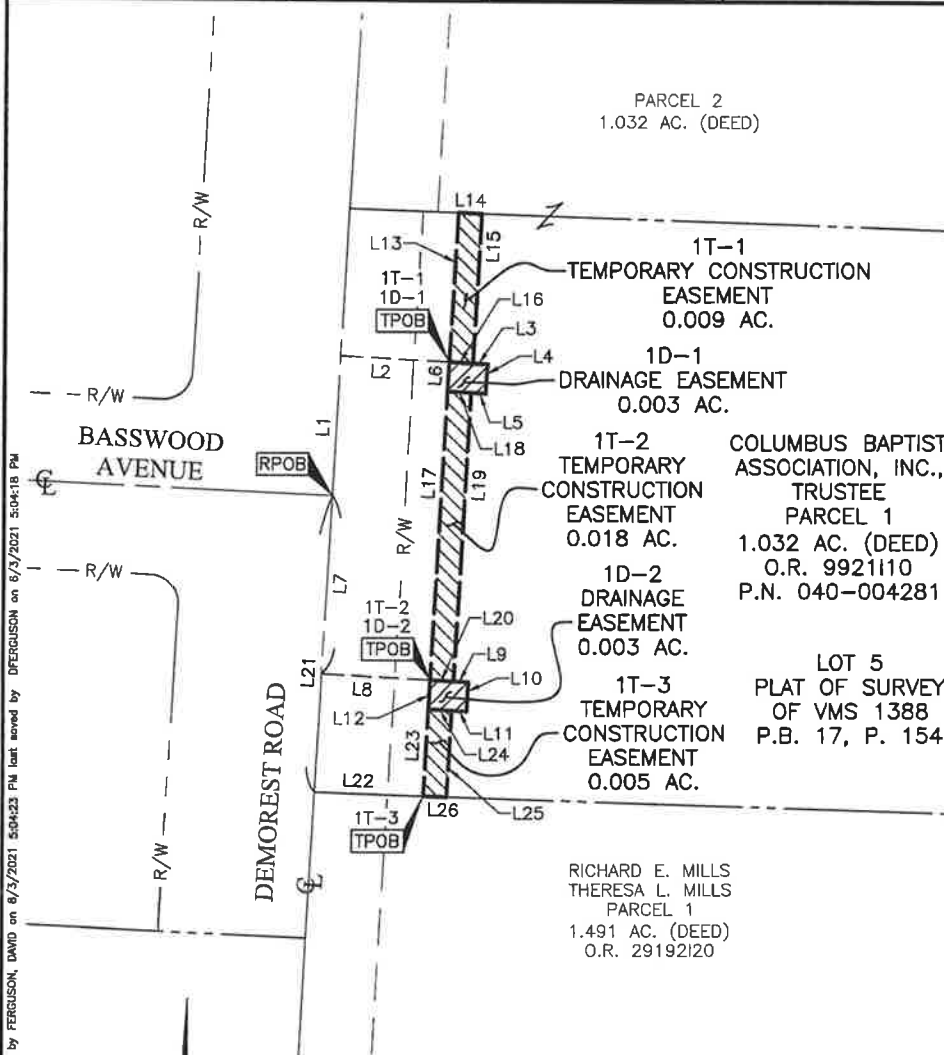


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DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 2



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date

J:\20201288\DWG\04SHEETS\EASEMENTS\20201288-VS-ESMT-01.DWG plotted by FERGUSON, DAVID on 6/3/2021 5:04:23 PM last saved by FERGUSON, DAVID on 6/3/2021 5:04:18 PM
Title:



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DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: N/A Job No: 2020-1288 Sheet No: 2 of 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°14'40"E	47.85'
L2	S86°45'20"E	37.00'
L3	S86°49'40"E	13.00'
L4	S03°14'40"W	10.00'
L5	N86°49'40"W	13.00'
L6	N03°14'40"E	10.00'
L7	S03°14'40"W	61.03'
L8	S86°45'20"E	37.00'
L9	S86°49'40"E	13.00'
L10	S03°14'40"W	10.00'
L11	N86°49'40"W	13.00'
L12	N03°14'40"E	10.00'
L13	N03°14'40"E	51.23'
L14	S88°03'03"E	8.00'
L15	S03°14'40"W	51.40'
L16	N86°49'40"W	8.00'
L17	N03°14'40"E	98.88'
L18	S86°49'40"E	8.00'
L19	S03°14'40"W	98.88'
L20	N86°49'40"W	8.00'
L21	S03°14'40"W	101.70'
L22	S88°03'03"E	37.02'
L23	N03°14'40"E	29.83'
L24	S86°49'40"E	8.00'
L25	S03°14'40"W	29.66'
L26	N88°03'03"W	8.00'

I:\2020\1288\DWG\04SHEETS\EASEMENTS\2020 1288-VS-ESMT-01.DWG plotted by FERUGSON, DAVID on 6/3/2021 5:04:23 PM last saved by DFERUGSON on 6/3/2021 5:04:18 PM
Xref:

1T-1
0.009 ACRE
TEMPORARY EASEMENT

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military District Survey Number 1388, being on, over and across that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Demorest Road and Basswood Avenue;

Thence North 03° 14' 40" East, with the centerline of said Demorest Road, a distance of 47.85 feet to a point;

Thence South 86° 45' 20" East, across said Demorest Road and said Parcel 1, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 14' 40" East, across said Parcel 1, a distance of 51.23 feet to the line common to said Parcel 1 and that 1.032 acre tract conveyed as Parcel 2 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110;

Thence South 88° 03' 03" East, with said common line, a distance of 8.00 feet to a point;

Thence South 03° 14' 40" West, across said Parcel 1, a distance of 51.40 feet to a point;

Thence North 86° 49' 40" West, continuing across said Parcel 1, a distance of 8.00 feet to the TRUE POINT OF BEGINNING, containing 0.009 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

1T-2
TEMPORARY CONSTRUCTION EASEMENT
0.018 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military District Survey Number 1388, being on, over and across that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Demorest Road and Basswood Avenue;

Thence South 03° 14' 40" West, with the centerline of said Demorest Road, a distance of 61.03 feet to a point;

Thence South 86° 45' 20" East, across said Demorest Road and said 1.032 acre tract, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 1.032 acre tract, the following courses and distances:

North 03° 14' 04" East, a distance of 98.88 feet to a point;

South 86° 49' 40" East, a distance of 8.00 feet to a point;

South 03° 14' 04" West, a distance of 98.88 feet to a point; and

North 86° 49' 40" West, a distance of 8.00 feet to the TRUE POINT OF BEGINNING, containing 0.018 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

1T-3
TEMPORARY CONSTRUCTION EASEMENT
0.005 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military District Survey Number 1388, being on, over and across that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Demorest Road and Basswood Avenue;

Thence South 03° 14' 40" West, with the centerline of said Demorest Road, a distance of 101.70 feet to the northwesterly corner of that 1.491 acre tract conveyed as Parcel 1 to Richard E. Mills and Theresa L. Mills by deed of record in Official Record 29192120;

Thence South 88° 03' 03" East, with the line common to said 1.032 and 1.491 tracts, a distance of 37.02 feet to the TRUE POINT OF BEGINNING;

Thence across said 1.032 acre tract, the following courses and distances:

North 03° 14' 40" East, a distance of 29.83 feet to a point;

South 86° 49' 40" East, a distance of 8.00 feet to a point; and

South 03° 14' 40" West, a distance of 29.66 feet to a point in the line common to said 1.032 and 1.491 acre tracts;

Thence North 88° 03' 03" West, with said common line, a distance of 8.00 feet to the TRUE POINT OF BEGINNING, containing 0.005 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King 6-4-2021

Brandon R. King
Professional Surveyor No. 8772

1D-1
DRAINAGE EASEMENT
0.003 ACRE

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military District Survey Number 1388, being on, over and across that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Demorest Road and Basswood Avenue;

Thence North 03° 14' 40" East, with the centerline of said Demorest Road, a distance of 47.85 feet to a point;

Thence South 86° 45' 20" East, across said Demorest Road and said 1.032 acre tract, a distance of 37.02 feet to the TRUE POINT OF BEGINNING;

Thence across said 1.032 acre tract, the following courses and distances:

South 86° 49' 40" East, a distance of 13.00 feet to a point;

South 03° 14' 40" West, a distance of 10.00 feet to a point;

North 86° 49' 40" West, a distance of 13.00 feet to a point; and

North 03° 14' 40" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.003 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King 6-4-2021
Brandon R. King
Professional Surveyor No. 8772

1D-2
DRAINAGE EASEMENT
0.003 ACRE

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military District Survey Number 1388, being on, over and across that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association, Inc., Trustee by deed of record in Official Record 9921110 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Demorest Road and Basswood Avenue;

Thence South 03° 14' 40" West, with the centerline of said Demorest Road, a distance of 61.03 feet to a point;

Thence South 86° 45' 20" East, across said Demorest Road and said 1.032 acre tract, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 1.032 acre tract, the following courses and distances:

South 86° 49' 40" East, a distance of 13.00 feet to a point;

South 03° 14' 40" West, a distance of 10.00 feet to a point;

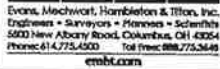
North 86° 49' 40" West, a distance of 13.00 feet to a point; and

North 03° 14' 40" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.003 acre, more or less.



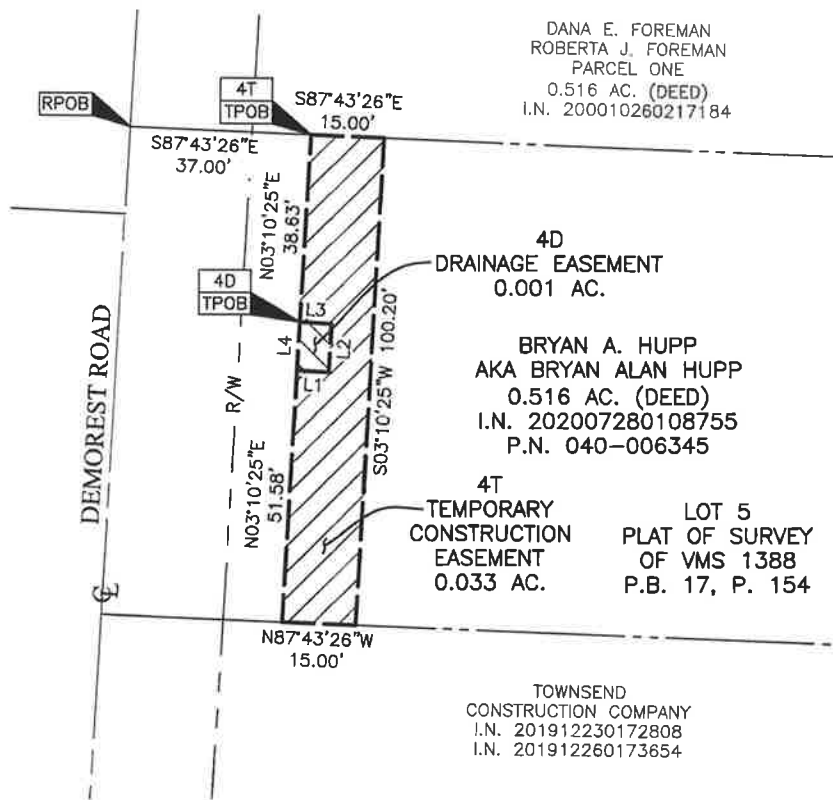
EVANS, MECHWART, HAMBLETON & TILTON, INC.

BRK 6-4-2021
Brandon R. King
Professional Surveyor No. 8772



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 4, 2021	Scale:	1" = 30'	Job No:	2020-1288	Sheet No:	1 of 1
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°49'35"E	6.50'
L2	N03°10'25"E	10.00'
L3	N86°49'35"W	6.50'
L4	N03°10'25"E	10.00'



By Brandon R. King
Professional Surveyor No. 8772
bking@ernht.com

6-4-202
Date

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4T
TEMPORARY CONSTRUCTION EASEMENT
0.033 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 0.516 acre tract conveyed to Bryan A. Hupp (aka Bryan Alan Hupp) by deed of record in Instrument Number and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said 0.516 acre tract, at the southwesterly corner of that 0.516 acre tract conveyed to Dana E. Foreman and Roberta J. Foreman by deed of record in Instrument Number 200010260217184, being in the centerline of Demorest Road;

Thence South 87° 43' 26" East, with the line common to said Hupp and Foreman tracts and across said Demorest Road, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87° 43' 26" East, with said common line, a distance of 15.00 feet to a point;

Thence South 03° 10' 25" West, across said Hupp tract, a distance of 100.20 feet to the line common to said Hupp tract and that tract conveyed to Townsend Construction Company by deeds of record in Instrument Number 201912230172808 and Instrument Number 201912260173654;

Thence North 87° 43' 26" West, with said common line, a distance of 15.00 feet to a point;

Thence across said Hupp tract, the following courses and distances:

North 03° 10' 25" East, a distance of 51.58 feet to a point;

South 86° 49' 35" East, a distance of 6.50 feet to a point;

North 03° 10' 25" East, a distance of 10.00 feet to a point;

North 86° 49' 35" West, a distance of 6.50 feet to a point; and

North 03° 10' 25" East, a distance of 38.63 feet to the TRUE POINT OF BEGINNING, containing 0.033 acre more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

**4D
DRAINAGE EASEMENT
0.001 ACRE**

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 0.516 acre tract conveyed to Bryan A. Hupp (aka Bryan Alan Hupp) by deed of record in Instrument Number 202007280108755 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said 0.516 acre tract and the southwesterly corner of that 0.516 acre tract conveyed to Dana E. Foreman and Roberta J. Foreman by deed of record in Instrument Number 200010260217184, being in the centerline of Demorest Road;

Thence South 87° 43' 26" East, with the line common to said Hupp and Foreman tracts and across said Demorest Road, a distance of 37.00 feet to a point;

Thence South 03° 10' 25" West, across said Hupp tract, a distance of 38.63 feet to the TRUE POINT OF BEGINNING;

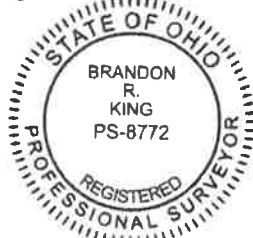
Thence continuing across said Hupp tract, the following courses and distances:

South 86° 49' 35" East, a distance of 6.50 feet to a point;

South 03° 10' 25" West, a distance of 10.00 feet to a point;

North 86° 49' 35" West, a distance of 6.50 feet to a point; and

North 03° 10' 25" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.001 acre more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

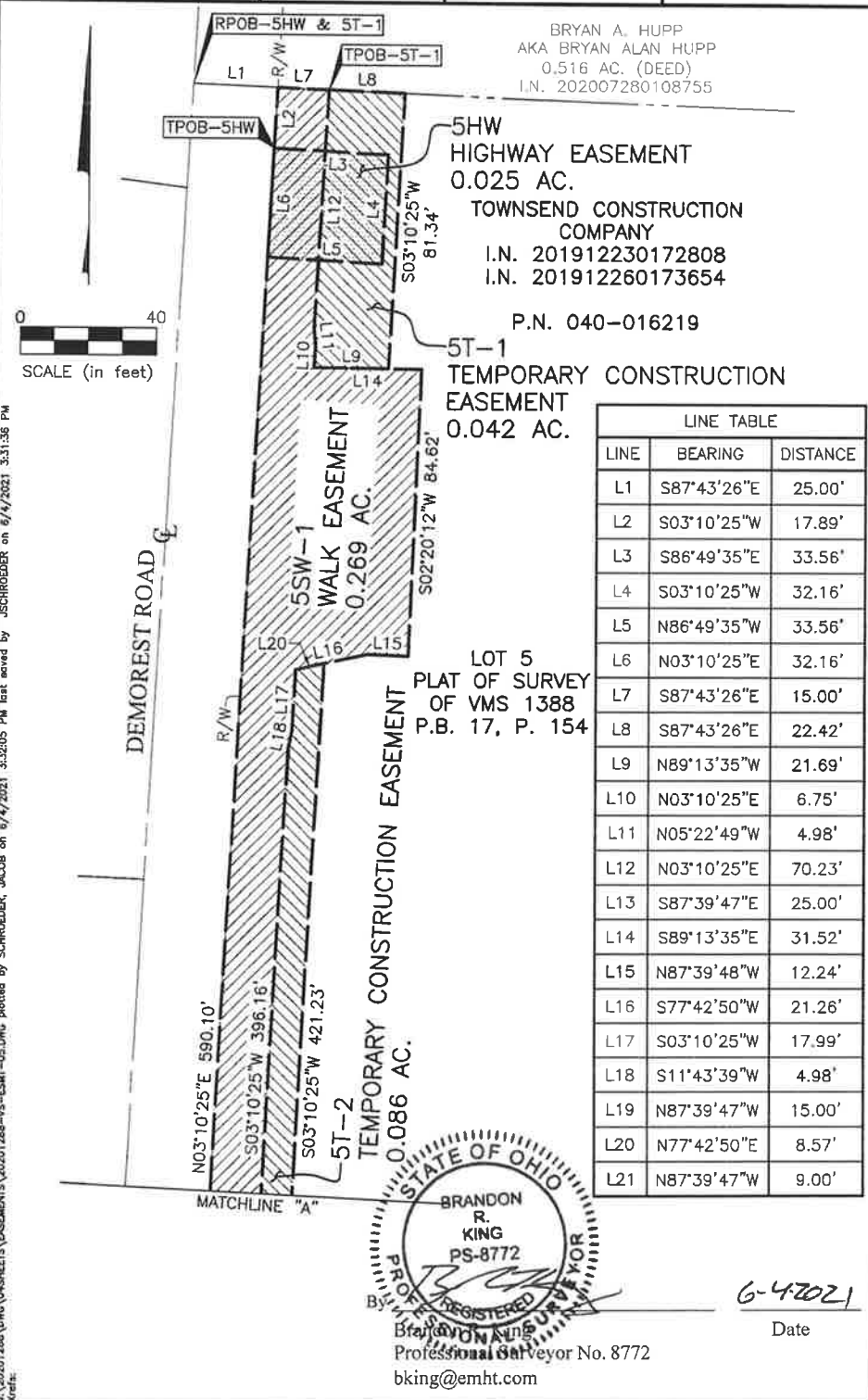


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5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4300 Toll free: 888.775.3648
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HIGHWAY, SIDEWALK, AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 40' Job No: 2020-1288 Sheet No: 1 of 2



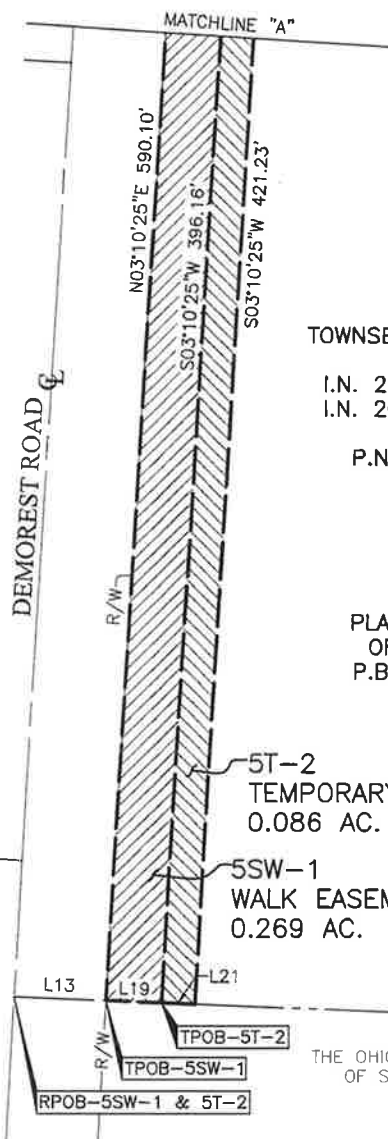


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3500 New Albany Road, Columbus, OH 43054
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HIGHWAY, SIDEWALK, AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 40' Job No: 2020-1288 Sheet No: 2 of 2



TOWNSEND CONSTRUCTION
COMPANY
I.N. 201912230172808
I.N. 201912260173654
P.N. 040-016219

LOT 5
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

5T-2
TEMPORARY CONSTRUCTION EASEMENT
0.086 AC.

5SW-1
WALK EASEMENT
0.269 AC.

THE OHIO CONFERENCE ASSOCIATION
OF SEVENTH DAY ADVENTISTS
D.B. 2279, P. 187



I:\20201288\DWG\CASHEETS\EASEMENTS\20201288-VS-ESMT-05.DWG plotted by SCHROEDER, JACOB on 6/4/2021 3:32:20 PM last saved by JSCROEDER on 6/4/2021 3:31:36 PM
Kref:

**5HW
HIGHWAY EASEMENT
0.025 ACRE**

A highway easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that tract conveyed to Townsend Construction Company by deeds of record in Instrument Numbers 201912230172808 and 201912260173654, and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Demorest Road, at a northwesterly corner of said Townsend Construction Company tract and the southwesterly corner of that 0.516 acre tract conveyed to Bryan A. Hupp AKA Bryan Alan Hupp by deed of record in Instrument Number 202007280108755;

Thence South 87° 43' 26" East, across said Demorest Road, with the line common to said Townsend Construction Company tract and said 0.516 acre tract, a distance of 25.00 feet to a point in the easterly right-of-way line of said Demorest Road;

Thence across said Townsend Construction Company tract, the following courses and distances:

South 03° 10' 25" West, with the easterly right-of-way line of said Demorest Road, a distance of 17.89 feet to the TRUE POINT OF BEGINNING;

South 86° 49' 35" East, a distance of 33.56 feet to a point;

South 03° 10' 25" West, a distance of 32.16 feet to a point;

North 86° 49' 35" West, a distance of 33.56 feet to a point in said easterly right-of-way line; and

North 03° 10' 25" East, with said easterly right-of-way line, a distance of 32.16 feet to the TRUE POINT OF BEGINNING, containing 0.025 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

**5SW-1
SIDEWALK EASEMENT
0.269 ACRE**

A sidewalk easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that tract conveyed to Townsend Construction Company by deeds of record in Instrument Numbers 201912230172808 and 201912260173654, and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Demorest Road, at a southwesterly corner of said Townsend Construction Company tract and the northwesterly corner of that tract conveyed to The Ohio Conference Association of Seventh Day Adventists by deed of record in Deed Book 2279, Page 187;

Thence South 87° 39' 47" East, across said Demorest Road, with the line common to said Townsend Construction Company tract and said The Ohio Conference Association of Seventh Day Adventists tract, a distance of 25.00 feet to a point in the easterly right-of-way line of said Demorest Road, being the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, with said easterly right-of-way line, across said Townsend Construction Company tract, a distance of 590.10 feet to a point in the line common to said Townsend Construction Company tract and that 0.516 acre tract conveyed to Bryan A. Hupp AKA Bryan Alan Hupp by deed of record in Instrument Number 202007280108755;

Thence South 87° 43' 26" East, with said common line, a distance of 15.00 feet to a point;

Thence across said Townsend Construction Company tract, the following courses and distances:

South 03° 10' 25" West, a distance of 70.23 feet to a point;

South 05° 22' 49" East, a distance of 4.98 feet to a point;

South 03° 10' 25" West, a distance of 6.75 feet to a point;

South 89° 13' 35" East, a distance of 31.52 feet to a point;

South 02° 20' 12" West, a distance of 84.62 feet to a point;

North 87° 39' 48" West, a distance of 12.24 feet to a point;

South 77° 42' 50" West, a distance of 21.26 feet to a point;

South 03° 10' 25" West, a distance of 17.99 feet to a point;

South 11° 43' 39" West, a distance of 4.98 feet to a point; and

South 03° 10' 25" West, a distance of 396.16 feet to a point in the line common to said Townsend Construction Company tract and said The Ohio Conference Association of Seventh Day Adventists tract;

Thence North 87° 39' 47" West, with said common line, a distance of 15.00 feet to the TRUE POINT OF BEGINNING, containing 0.269 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

ST-1
TEMPORARY EASEMENT
0.042 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that tract conveyed to Townsend Construction Company by deeds of record in Instrument Numbers 201912230172808 and 201912260173654, and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Demorest Road, at a northwesterly corner of said Townsend Construction Company tract and the southwesterly corner of that 0.516 acre tract conveyed to Bryan A. Hupp AKA Bryan Alan Hupp by deed of record in Instrument Number 202007280108755;

Thence South 87° 43' 26" East, across said Demorest Road, with the line common to said Townsend Construction Company tract and said 0.516 acre tract, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87° 43' 26" East, with said common line, a distance of 22.42 feet to a point;

Thence across said Townsend Construction Company tract, the following courses and distances:

South 03° 10' 25" West, a distance of 81.34 feet to a point;

North 89° 13' 35" West, a distance of 21.69 feet to a point;

North 03° 10' 25" East, a distance of 6.75 feet to a point;

North 05° 22' 49" West, a distance of 4.98 feet to a point; and

North 03° 10' 25" East, a distance of 70.23 feet to the TRUE POINT OF BEGINNING, containing 0.042 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

5T-2
TEMPORARY EASEMENT
0.086 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that tract conveyed to Townsend Construction Company by deeds of record in Instrument Numbers 201912230172808 and 201912260173654, and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Demorest Road, at a southwesterly corner of said Townsend Construction Company tract and the northwesterly corner of that tract conveyed to The Ohio Conference Association of Seventh Day Adventists by deed of record in Deed Book 2279, Page 187;

Thence South 87° 39' 47" East, across said Demorest Road, with the line common to said Townsend Construction Company tract and said The Ohio Conference Association of Seventh Day Adventists tract, a distance of 40.00 feet to the TRUE POINT OF BEGINNING;

Thence across said Townsend Construction Company tract, the following courses and distances:

North 03° 10' 25" East, a distance of 396.16 feet to a point;

North 11° 43' 39" East, a distance of 4.98 feet to a point;

North 03° 10' 25" East, a distance of 17.99 feet to a point;

North 77° 42' 50" East, a distance of 8.57 feet to a point; and

South 03° 10' 25" West, a distance of 421.23 feet to a point in the line common to said Townsend Construction Company tract and said The Ohio Conference Association of Seventh Day Adventists tract;

Thence North 87° 39' 47" West, with said common line, a distance of 9.00 feet to the TRUE POINT OF BEGINNING, containing 0.086 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King 6-4-2021
Brandon R. King Date
Professional Surveyor No. 8772

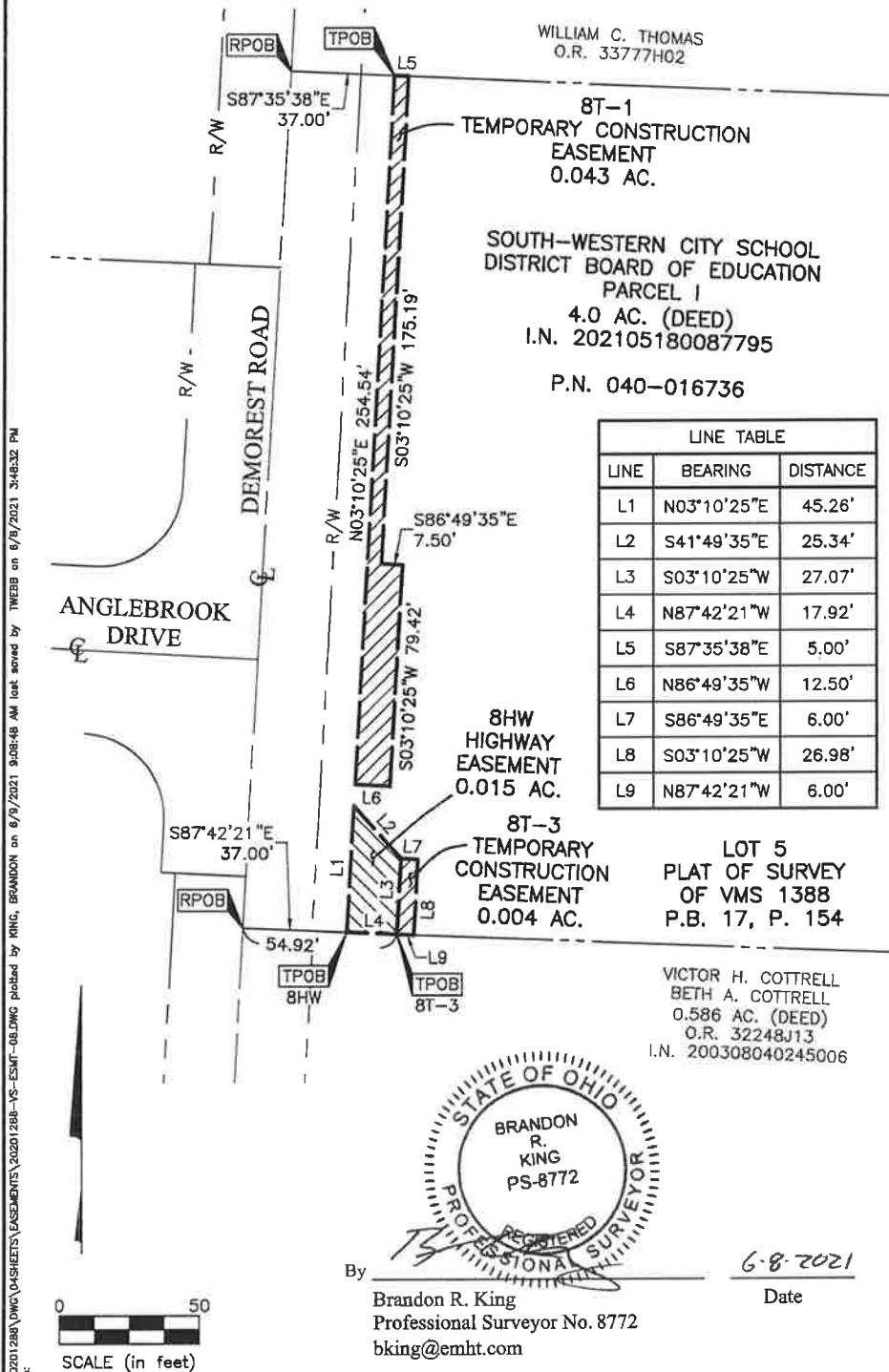


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HIGHWAY AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 8, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1



J:\20201288\DWG\04SHEETS\EASEMENTS\20201288-VS-ESMT-06.DWG plotted by KING, BRANDON on 6/9/2021 9:08:48 AM last saved by TWEBS on 6/9/2021 3:46:32 PM

**8HW
HIGHWAY EASEMENT
0.015 ACRE**

A highway easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 4.0 acre tract and at the northwesterly corner of that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deeds of record in Official Record 32248J13 and Instrument Number 200308040245006, being in the centerline of said Demorest Road;

Thence South 87° 42' 21" East, with the line common to said 4.0 acre and 0.586 acre tracts, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 4.0 acre tract, the following courses and distances;

North 03° 10' 25" East, a distance of 45.26 feet to a point;

South 41° 49' 35" East, a distance of 25.34 feet to a point; and

South 03° 10' 25" West, a distance of 27.07 feet to the line common to said 4.0 acre and 0.586 acre tracts;

Thence North 87° 42' 21" West, with said common line, a distance of 17.92 feet to the TRUE POINT OF BEGINNING, containing 0.015 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "B. King", written over the printed name of the surveyor.

Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date

8T-1
TEMPORARY CONSTRUCTION EASEMENT
0.043 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said 4.0 acre tract and at the southwesterly corner of William C. Thomas tract deed of record in Official Record 33777H02, being in the centerline of said Demorest Road;

Thence South 87° 35' 38" East, with the line common to said 4.0 acre tract and said Thomas tract, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87° 35' 38" East, with said common line, a distance of 5.00 feet to a point;

Thence across said 4.0 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 175.19 feet to a point;

South 86° 49' 35" East, a distance of 7.50 feet to a point;

South 03° 10' 25" West, a distance of 79.42 feet to a point;

North 86° 49' 35" West, a distance of 12.50 feet to a point; and

North 03° 10' 25" East, a distance of 254.54 feet to the TRUE POINT OF BEGINNING, containing 0.043 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

6-8-2021

Brandon R. King
Professional Surveyor No. 8772

Date

8T-3
TEMPORARY CONSTRUCTION EASEMENT
0.004 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 4.0 acre tract and at the northwesterly corner of that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deeds of record in Official Record 32248J13 and Instrument Number 200308040245006, being in the centerline of said Demorest Road;

Thence South 87° 42' 21" East, with the line common to said 4.0 acre and 0.586 acre tracts, a distance of 54.92 feet to the TRUE POINT OF BEGINNING;

Thence across said 4.0 acre tract, the following courses and distances:

North 03° 10' 25" East, a distance of 27.07 feet to a point;

South 86° 49' 35" East, a distance of 6.00 feet to a point; and

South 03° 10' 25" West, a distance of 26.98 feet to the line common to said 4.0 acre and 0.586 acre tracts;

Thence North 87° 42' 21" West, with said common line, a distance of 6.00 feet to the TRUE POINT OF BEGINNING, containing 0.004 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date

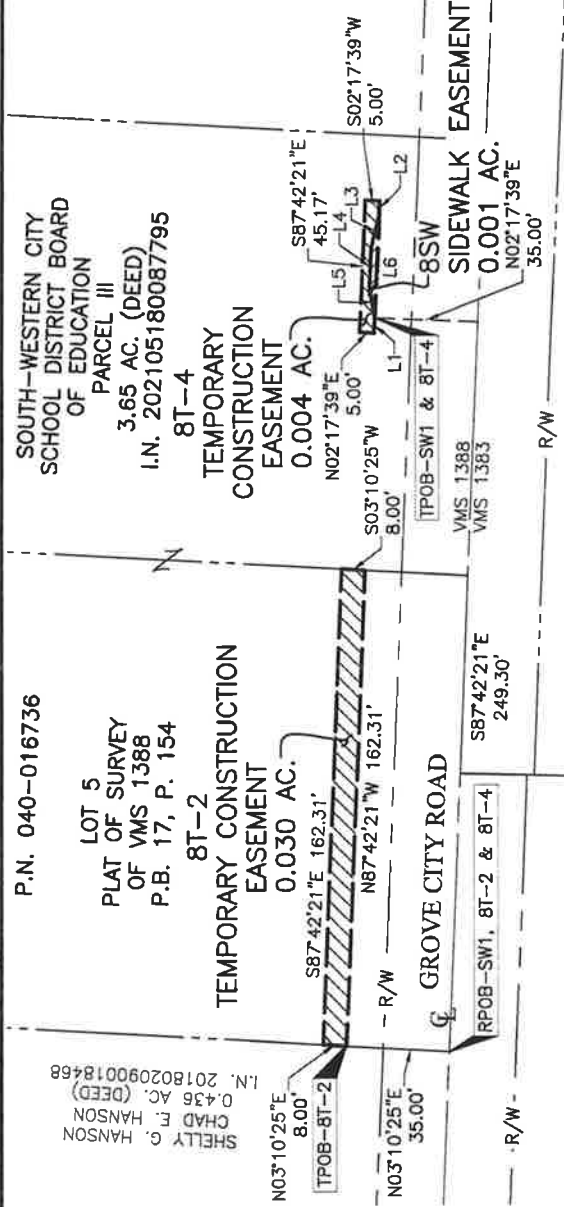


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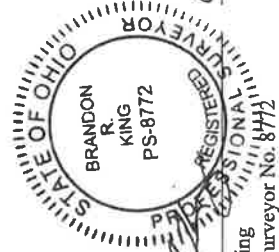
SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 8, 2021
Scale: 1" = 50'
Job No: 2020-1288
Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°42'21"W	5.29'
L2	N87°42'21"W	5.11'
L3	S75°51'58"E	10.99'
L4	S87°42'21"E	13.74'
L5	N79°54'39"E	10.52'
L6	N87°42'21"W	34.77'



By
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com
Date
6-8-2021

0 50
SCALE (in feet)

**8SW
SIDEWALK EASEMENT
0.001 ACRE**

A sidewalk easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 3.65 acre tract conveyed as Parcel III to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 3.65 acre tract and the southeasterly corner of that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468, being in the centerline of Grove City Road;

Thence South 87° 42' 21" East, with the centerline of said Grove City Road and with the southerly line of said 3.65 acre tract, a distance of 249.30 feet to a point;

Thence across said 3.65 acre tract, the following courses and distances:

North 02° 17' 39" East, a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

North 79° 54' 39" East, a distance of 10.52 feet to a point;

South 87° 42' 21" East, a distance of 13.74 feet to a point;

South 75° 51' 58" East, a distance of 10.99 feet to a point; and

North 87° 42' 21" West, a distance of 34.77 feet to the TRUE POINT OF BEGINNING, containing 0.001 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date

8T-2
TEMPORARY EASEMENT
0.030 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 3.65 acre tract conveyed as Parcel III to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 3.65 acre tract and the southeasterly corner of that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468, being in the centerline of Grove City Road;

Thence North 03° 10' 25" East, with the line common to said 3.65 and 0.436 acre tracts, a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, continuing with said common line, a distance of 8.00 feet to a point;

Thence across said 3.65 acre tract, the following courses and distances:

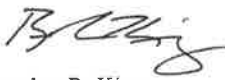
South 87° 42' 21" East, a distance of 162.31 to a point;

South 03° 10' 25" West, a distance of 8.00 feet to a point; and

North 87° 42' 21" West, a distance of 162.31 feet to the TRUE POINT OF BEGINNING, containing 0.030 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date

8T-4
TEMPORARY EASEMENT
0.004 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 3.65 acre tract conveyed as Parcel III to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 3.65 acre tract and the southeasterly corner of that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468, being in the centerline of Grove City Road;

Thence South 87° 42' 21" East, with the centerline of said Grove City Road and with the southerly line of said 3.65 acre tract, a distance of 249.30 feet to a point;

Thence across said 3.65 acre tract, the following courses and distances:

North 02° 17' 39" East, a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

North 87° 42' 21" West, a distance of 5.29 feet to a point;

North 02° 17' 39" East, a distance of 5.00 feet to a point;

South 87° 42' 21" East, a distance of 45.17 feet to a point;

South 02° 17' 39" West, a distance of 5.00 feet to a point;

North 87° 42' 21" West, a distance of 5.11 feet to a point;

North 75° 51' 58" West, a distance of 10.99 feet to a point;

North 87° 42' 21" West, a distance of 13.74 feet to a point; and

South 79° 54' 39" West, a distance of 10.52 feet to the TRUE POINT OF BEGINNING, containing 0.004 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-8-2021
Date

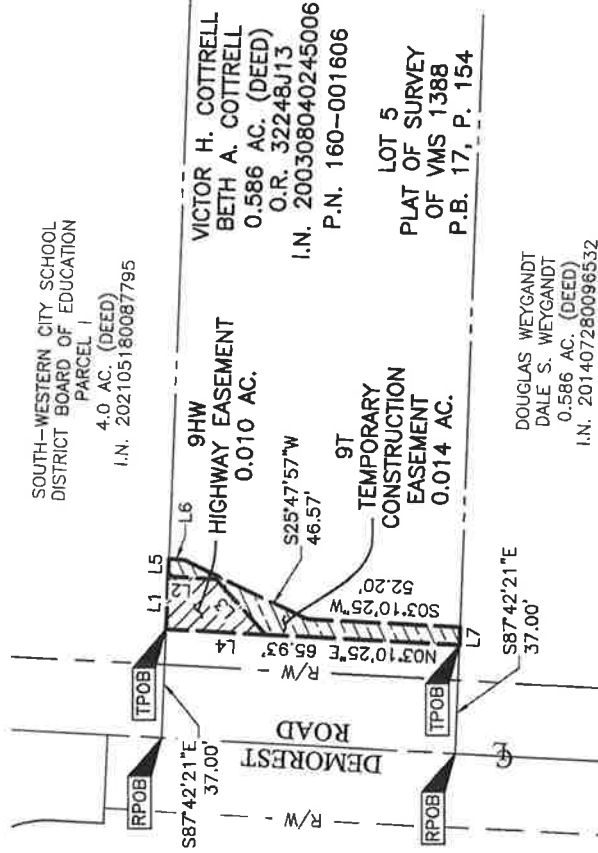


Evans, Mechwart, Hambleton & Tilton, Inc.
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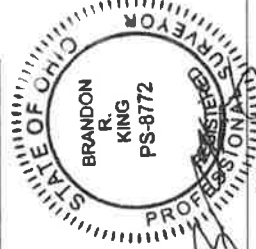
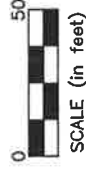
HIGHWAY AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 8, 2021
Scale: 1" = 50'
Job No: 2020-1288
Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°42'21"E	17.92'
L2	S03°10'25"W	16.43'
L3	S48°10'25"W	25.34'
L4	N03°10'25"E	34.07'
L5	S87°42'21"E	6.00'
L6	S03°10'25"W	5.10'
L7	N87°42'21"W	6.00'



By Brandon R. King Date 6/8/2021
Professional Surveyor No. 8772
bking@emht.com

**9HW
HIGHWAY EASEMENT
0.010 ACRE**

A highway easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deed of record in Official Record 32248J13 and Instrument Number 200308040245006 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said 0.586 acre tract and at the southwesterly corner of that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795, being in the centerline of said Demorest Road;

Thence South 87° 42' 21" East, with the line common to said 0.586 and 4.0 acre tracts, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87° 42' 21" East, with said common line, a distance of 17.92 feet to a point;

Thence across said 0.586 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 16.43 feet to a point;

South 48° 10' 25" West, a distance of 25.34 feet to a point; and

North 03° 10' 25" East, a distance of 34.07 feet to the TRUE POINT OF BEGINNING, containing 0.010 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date

9T
TEMPORARY CONSTRUCTION EASEMENT
0.014 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deed of record in Official Record 32248J13 and Instrument Number 200308040245006 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 0.586 acre tract and at the northwesterly corner of that 0.586 acre tract conveyed to Douglas Weygandt and Dale S. Weygandt by deed of record in Instrument Number 201407280096532, being in the centerline of said Demorest Road;

Thence South 87° 42' 21" East, with the line common to said Cottrell and Weygandt tracts, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence across said Cottrell tract, the following courses and distances:

North 03° 10' 25" East, a distance of 65.93 feet to a point;

North 48° 10' 25" East, a distance of 25.34 feet to a point; and

North 03° 10' 25" East, a distance of 16.43 feet to the line common to said Cottrell tract and that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795;

Thence South 87° 42' 21" East, with the line common to said Cottrell and 4.0 acre tracts, a distance of 6.00 feet to a point;

Thence across said Cottrell tract, the following courses and distances:

South 03° 10' 25" West, a distance of 5.10 feet;

South 25° 47' 57" West, a distance of 46.57 feet to a point; and

South 03° 10' 25" West, a distance of 52.20 feet to the line common to said Cottrell and Weygandt tracts;

Thence North 87° 42' 21" West, with said common line, a distance of 6.00 feet to the TRUE POINT OF BEGINNING, containing 0.014 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

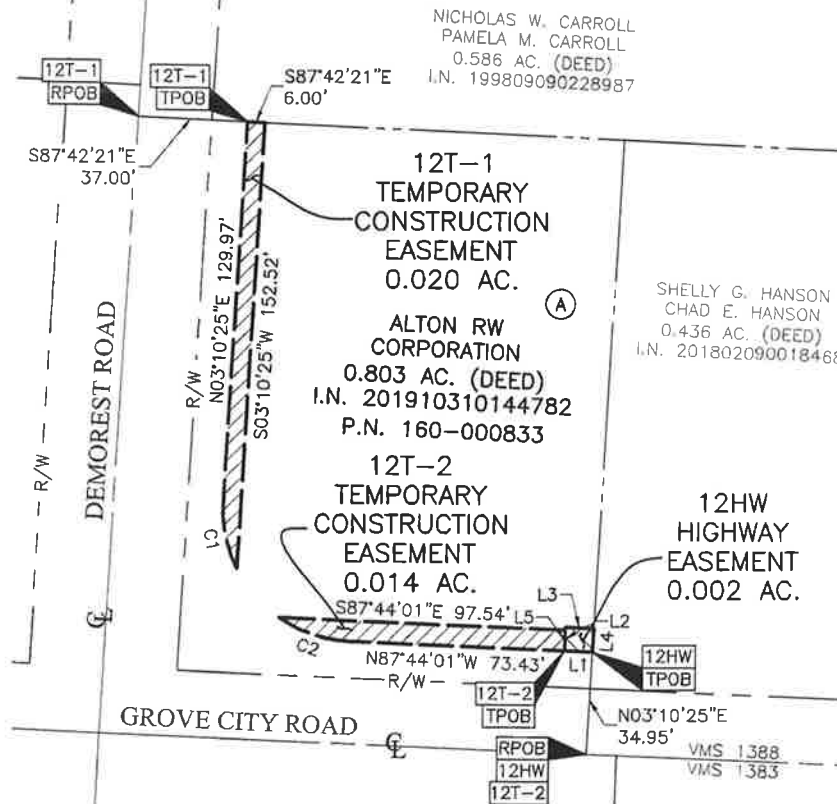

Brandon R. King
Professional Surveyor No. 8772

6-8-2021
Date



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 4, 2021	Scale:	1" = 50'	Job No:	2020-1288	Sheet No:	1 of 1
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CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	29°55'35"	45.00'	23.50'	N11°47'23"W	23.24'
C2	32°23'15"	45.00'	25.44'	N71°32'23"W	25.10'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°44'01"W	9.57'
L2	N02°15'59"E	8.00'
L3	S87°44'01"E	9.70'
L4	S03°10'25"W	8.00'
L5	S02°15'59"W	7.00'

(A) LOT 5
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154



By  Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date _____

I:\20201288\DWG\04SHEETS\EASEMENTS\20201288-VS-E5MT-12.DWG plotted by SCHROEDER, JACOB on 6/4/2021 12:48:32 PM last saved by JSCHROEDER on 6/4/2021 12:48:06 PM
Refs: 20201288 TAKES, TEMP DWG

**12HW
HIGHWAY EASEMENT
0.002 ACRE**

A highway easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references, are the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of said 0.803 acre tract and at the southwesterly corner of that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468, being in the centerline of Grove City Road;

Thence North 03° 10' 25" East, with the line common to said 0.803 acre and 0.436 acre tracts, a distance of 34.95 feet to THE TRUE POINT OF BEGINNING;

Thence across said 0.803 acre tract, the following courses and distances:

North 87° 44' 01" West, a distance of 9.57 feet to a point;

North 02° 15' 59" East, a distance of 8.00 feet to a point; and

South 87° 44' 01" East, a distance of 9.70 feet to a point in the line common to said 0.803 and 0.436 acre tracts;

Thence South 03° 10' 25" West, with said common line, a distance of 8.00 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "B. King".

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

12T-1
TEMPORARY EASEMENT
0.020 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.803 acre out of that tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said 0.803 acre tract and at the southwesterly corner of that 0.586 acre tract conveyed to Nicholas W. Carroll and Pamela M. Carroll by deed of record in Instrument Number 199809090228987, being the centerline of Demorest Road;

Thence South 87° 42' 21" East, with the line common to said 0.803 and 0.586 acre tracts, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87° 42' 21" East, continuing with said common line, a distance of 6.00 feet to a point;

Thence across said 0.803 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 152.52 feet to a point on the arc of a curve;

With the arc of a curve to the right, having a central angle of 29° 55' 35", a radius of 45.00 feet, an arc length of 23.50 feet, a chord bearing of North 11° 47' 23" West and a chord distance of 23.24 feet to a point of tangency; and

North 03° 10' 25" East, a distance of 129.97 feet to the TRUE POINT OF BEGINNING, containing 0.020 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

12T-2
TEMPORARY EASEMENT
0.014 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of said 0.803 acre tract and at the southwesterly corner of that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468, being in the centerline of Grove City Road;

Thence North 03° 10' 25" East, with the line common to said 0.803 acre and 0.436 acre tracts, a distance of 34.95 feet to a point;

Thence North 87° 44' 01" West, across said 0.803 acre tract, a distance of 9.57 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 0.803 acre tract, the following courses and distances:

North 87° 44' 01" West, a distance of 73.43 feet to a point of curvature;

With the arc of a curve to the right, having a central angle of 32° 23' 15", a radius of 45.00 feet, an arc length of 25.44 feet, a chord distance of North 71° 32' 23" West and a chord distance of 25.10 feet to a point;

South 87° 44' 01" East, a distance of 97.54 feet to a point; and

South 02° 15' 59" West, a distance of 7.00 feet to the TRUE POINT OF BEGINNING, containing 0.014 ~~acre, more~~ or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

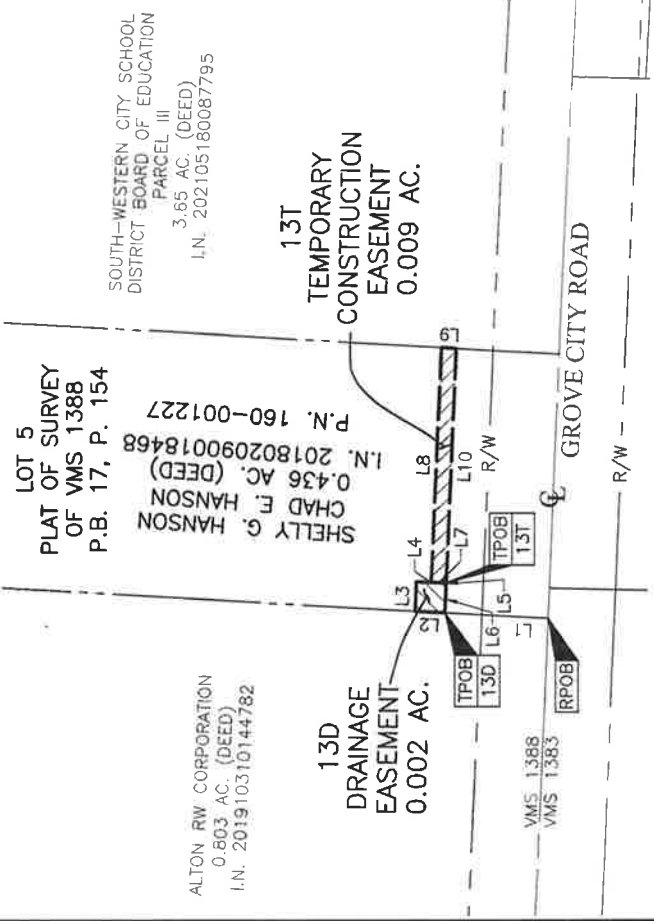


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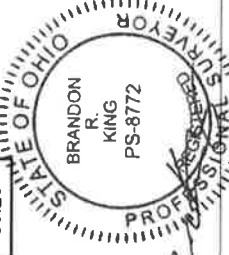
DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
Scale: 1" = 50'
Job No: 2020-1288
Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°10'25"E	35.00'
L2	N03°10'25"E	10.01'
L3	S87°42'21"E	10.00'
L4	S02°18'29"W	10.00'
L5	N87°42'21"W	0.48'
L6	N87°44'01"W	9.68'
L7	N02°18'29"E	5.00'
L8	S87°42'21"E	80.27'
L9	S03°10'25"W	5.00'
L10	N87°42'21"W	80.20'



By Brandon R. King Date 6-4-2021
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

13D
DRAINAGE EASEMENT
0.002 ACRE

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 0.436 acre tract and at the southeasterly corner of that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782 and in the centerline of Grove City Road;

Thence North 03° 10' 25" East, with the line common to said 0.436 acre and 0.803 acre tracts, a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, continuing with said common line, a distance of 10.01 feet to a point;

Thence across said 0.436 acre tract, the following courses and distances:

South 87° 42' 21" East, a distance of 10.00 feet to a point;

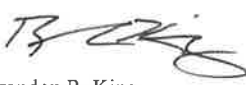
South 02° 18' 29" West, a distance of 10.00 feet to a point;

North 87° 42' 21" West, a distance of 0.48 feet to a point; and

North 87° 44' 01" West, a distance of 9.68 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772



Date

13T
TEMPORARY EASEMENT
0.009 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.436 acre tract conveyed to Shelly G. Hanson and Chad E. Hanson by deed of record in Instrument Number 201802090018468 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 0.436 acre tract and at the southeasterly corner of that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782 and in the centerline of Grove City Road;

Thence North 03° 10' 25" East, with the line common to said 0.436 acre and 0.803 acre tracts, a distance of 35.00 feet to a point;

Thence across said 0.436 acre tract, the following courses and distances:

South 87° 44' 01" East, a distance of 9.68 feet to a point;

South 87° 42' 21" East, a distance of 0.48 feet to the TRUE POINT OF BEGINNING;

North 02° 18' 29" East, a distance of 5.00 feet to a point; and

South 87° 42' 21" East, a distance of 80.27 feet to a point in the westerly line of that 3.65 acre tract conveyed as Parcel III to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795;

Thence South 03° 10' 25" West, with the line common to said 0.436 and 3.65 acre tracts, a distance of 5.00 feet to a point;

Thence North 87° 42' 21" West, across said 0.436 acre tract, a distance of 80.20 feet to the TRUE POINT OF BEGINNING, containing 0.009 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

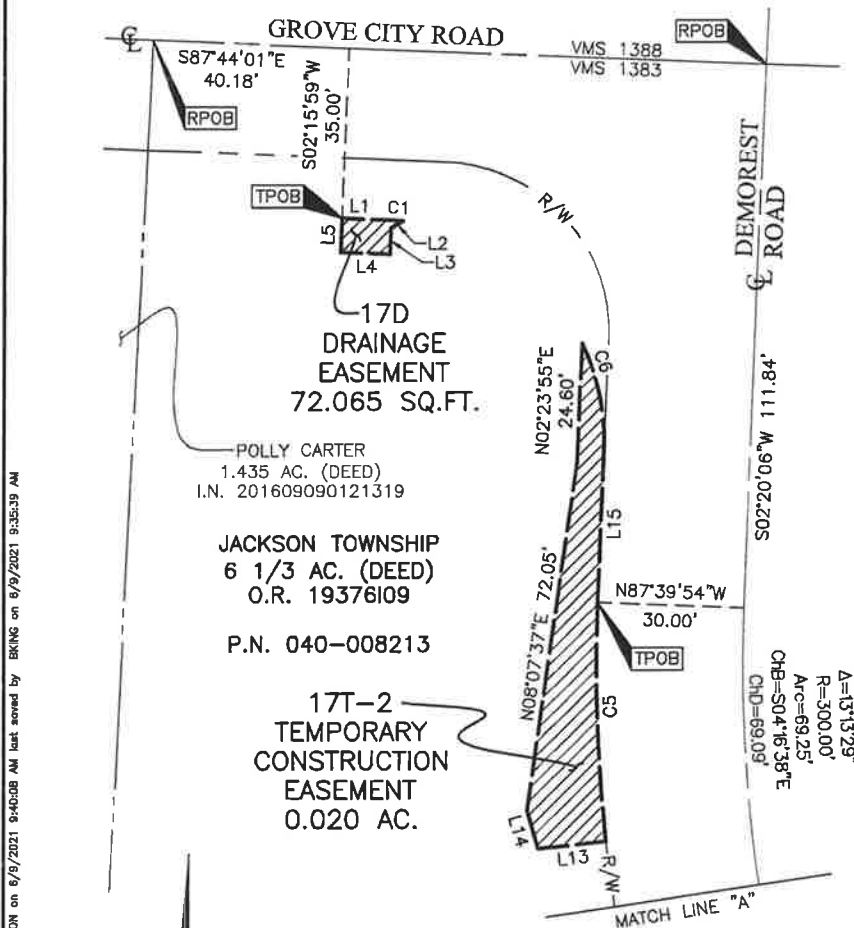


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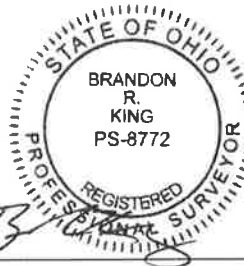
SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 8, 2021 Scale: 1" = 30' Job No: 2020-1288 Sheet No: 1 of 3



J:\20201288\DWG\04SHEET\17T-2\17T-2.DWG plotted by KING, BRANDON on 6/8/2021 9:40:08 AM last saved by KING, BRANDON on 6/8/2021 9:35:39 AM
Kref:



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-8-2021



Evans, Machwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
2000 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Fax: 614.775.5448
emht.com

SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENTS

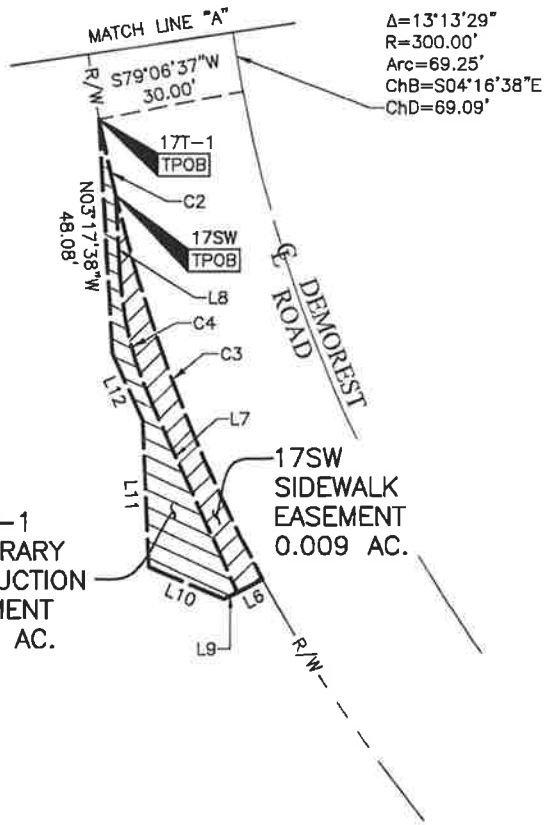
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 8, 2021 Scale: 1" = 30' Job No: 2020-1288 Sheet No: 2 of 3

JACKSON TOWNSHIP
6 1/3 AC. (DEED)
O.R. 19376109
P.N. 040-008213

17T-1
TEMPORARY
CONSTRUCTION
EASEMENT
0.012 AC.

17SW
SIDEWALK
EASEMENT
0.009 AC.



U:\20201288\DWG\04SHEETS\EASEMENTS\20201288-NS-ESM-17.DWG plotted by KING, BRANDON on 6/9/2021 8:40:09 AM last saved by KING, BRANDON on 6/9/2021 8:35:39 AM
Xref:



Evans, Machwirth, Kambleson & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
3200 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 800.775.3648
emht.com

SIDEWALK AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 8, 2021 Scale: N/A Job No: 2020-1288 Sheet No: 3 of 3

LINE TABLE

LINE	BEARING	DISTANCE
L1	S87°44'01"E	10.30'
L2	S58°36'09"W	2.93'
L3	S02°15'59"W	5.33'
L4	N87°44'01"W	10.00'
L5	N02°15'59"E	7.00'
L6	S61°38'40"W	5.80'
L7	N24°28'36"W	42.33'
L8	N03°17'38"W	15.94'
L9	S65°31'24"W	3.11'
L10	N66°53'17"W	16.72'
L11	N02°32'33"W	30.20'
L12	N24°28'36"W	15.05'
L13	S83°49'02"W	13.90'
L14	N15°59'13"W	8.11'
L15	S02°20'06"W	31.75'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	2°43'02"	45.00'	2.13'	S86°22'31"E	2.13'
C2	2°46'09"	330.00'	15.95'	S12°16'27"E	15.95'
C3	14°41'48"	330.00'	84.65'	S21°00'26"E	84.41'
C4	21°10'59"	76.00'	28.10'	N13°53'07"W	27.94'
C5	8°31'04"	330.00'	49.06'	S01°55'26"E	49.01'
C6	28°14'46"	45.00'	22.18'	S11°47'16"E	21.96'

J:\20201288\DWG\04SHEETS\EASEMENTS\20201288-VS-ESMT-17.DWG plotted by KING, BRANDON on 6/9/2021 9:40:09 AM last saved by KING on 6/8/2021 9:35:39 AM
Krefe

**17SW
SIDEWALK EASEMENT
0.009 ACRE**

A sidewalk easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1383, being on, over and across the remainder of that 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at centerline intersection of Grove City Road and Demorest Road;

Thence South 02° 20' 06" West, with the centerline of said Demorest Road, a distance of 111.84 feet to a point of curvature;

Thence with said centerline, with the arc of a curve to the left, having a central angle of 13° 13' 29", a radius of 300.00 feet, an arc length of 69.25 feet, a chord bearing of South 04° 16' 38" East and a chord distance of 69.09 feet to a point;

Thence South 79° 06' 37" West, across said Demorest Road, a distance of 30.00 feet to a point in the westerly right-of-way line thereof;

Thence with said westerly right-of-way line, with the arc of a curve to the left, having a central angle of 02° 46' 09", a radius of 330.00 feet, an arc length of 15.95 feet, a chord bearing of South 12° 16' 27" East and a chord distance of 15.95 feet to a point, being the TRUE POINT OF BEGINNING;

Thence continuing with said westerly right-of-way line, with the arc of a curve to the left, having a central angle of 14° 41' 48", a radius of 330.00 feet, an arc length of 84.65 feet, a chord bearing of South 21° 00' 26" East and a chord distance of 84.41 feet to a point;

Thence across said 6 1/3 acre tract, the following courses and distances:

South 61° 38' 40" West, a distance of 5.80 feet to a point;

North 24° 28' 36" West, a distance of 42.33 feet to a point;

With the arc of a curve to the right, having a central angle of 21° 10' 59", a radius of 76.00 feet, an arc length of 28.10 feet, a chord bearing of North 13° 53' 07" West and a chord distance of 27.94 feet to a point; and

North 03° 17' 38" West, a distance of 15.94 feet to the TRUE POINT OF BEGINNING, containing 0.009 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King

6-8-2021

Brandon R. King
Professional Surveyor No. 8772

Date

**17D
DRAINAGE EASEMENT
72.065 SQUARE FEET**

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1383, being on, over and across the remainder of that 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a corner common to said 6 1/3 acre tract and the northeasterly corner of that 1.435 acre tract conveyed to Polly Carter by deed of record in Instrument Number 201609090121319, being in the centerline of Grove City Road;

Thence South 87° 44' 01" East, with said centerline, a distance of 40.18 feet to a point;

Thence South 02° 15' 59" West, across said Grove City Road and said 6 1/3 acre tract, a distance of 35.00 feet to a point, being the TRUE POINT OF BEGINNING;

Thence across said 6 1/3 acre tract, the following courses and distances:

South 87° 44' 01" East, a distance of 10.30 feet to a point of curvature;

With the arc of a curve to the right, having a central angle of 02° 43' 02", a radius of 45.00 feet, an arc length of 2.13 feet, a chord bearing of South 86° 22' 31" East and a chord distance of 2.13 feet to a point;

South 58° 36' 09" West, a distance of 2.93 feet to a point;

South 02° 15' 59" West, a distance of 5.33 feet to a point;

North 87° 44' 01" West, a distance of 10.00 feet to a point; and

North 02° 15' 59" East, a distance of 7.00 feet to the TRUE POINT OF BEGINNING, containing 72.065 square feet, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date

17T-1
TEMPORARY CONSTRUCTION EASEMENT
0.012 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1383, being on, over and across the remainder of that 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at centerline intersection of Grove City Road and Demorest Road;

Thence South 02° 20' 06" West, with the centerline of said Demorest Road, a distance of 111.84 feet to a point of curvature;

Thence continuing with said centerline, with the arc of a curve to the left, having a central angle of 13° 13' 29", a radius of 300.00 feet, an arc length of 69.25 feet, a chord bearing of South 04° 16' 38" East and a chord distance of 69.09 feet to a point;

Thence South 79° 06' 37" West, across said Demorest Road, a distance of 30.00 feet to a point in the westerly right-of-way line thereof, being the TRUE POINT OF BEGINNING;

Thence with said westerly right-of-way line, with the arc of a curve to the left, having a central angle of 02° 46' 09", a radius of 330.00 feet, an arc length of 15.95 feet, a chord bearing of South 12° 16' 27" East and a chord distance of 15.95 feet to a point;

Thence across said 6 1/3 acre tract, the following courses and distances:

South 03° 17' 38" East, a distance of 15.94 feet to a point of curvature;

With the arc of a curve to the left, having a central angle of 21° 10' 59", a radius of 76.00 feet, an arc length of 28.10 feet, a chord bearing of South 13° 53' 07" East and a chord distance of 27.94 feet to a point;

South 24° 28' 36" East, a distance of 42.33 feet to a point;

South 65° 31' 24" West, a distance of 3.11 feet to a point;

North 66° 53' 17" West, a distance of 16.72 feet to a point;

North 02° 32' 33" West, a distance of 30.20 feet to a point;

North 24° 28' 36" West, a distance of 15.05 feet to a point; and

North 03° 17' 38" West, a distance of 48.08 feet to the TRUE POINT OF BEGINNING, containing 0.012 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

BRK
Brandon R. King
Professional Surveyor No. 8772

6-8-2021
Date

17T-2
TEMPORARY CONSTRUCTION EASEMENT
0.020 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1383, being on, over and across the remainder of that 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at centerline intersection of Grove City Road and Demorest Road;

Thence South 02° 20' 06" West, with the centerline of said Demorest Road, a distance of 111.84 feet to a point;

Thence North 87° 39' 54" West, across said Demorest Road, a distance of 30.00 feet to a point in the westerly right-of-way line thereof, being the TRUE POINT OF BEGINNING;

Thence with said westerly right-of-way line, with the arc of a curve to the left, having a central angle of 08° 31' 04", a radius of 330.00 feet, an arc length of 49.06 feet, a chord bearing of South 01° 55' 26" East and a chord distance of 49.01 feet to a point;

Thence across said 6 1/3 acre tract, the following courses and distances:

South 83° 49' 02" West, a distance of 13.90 feet to a point;

North 15° 59' 13" West, a distance of 8.11 feet to a point;

North 08° 07' 37" East, a distance of 72.05 feet to a point;

North 02° 23' 55" East, a distance of 24.60 feet to a point on the arc of a curve; and

With the arc of a curve to the right, having a central angle of 28° 14' 46", a radius of 45.00 feet, an arc length of 22.18 feet, a chord bearing of South 11° 47' 16" East and a chord distance of 21.96 feet to a point in said westerly right-of-way line;

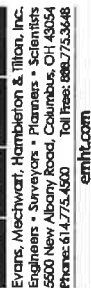
Thence South 02° 20' 06" West, with said westerly right-of-way line, a distance of 31.75 feet to the TRUE POINT OF BEGINNING, containing 0.020 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

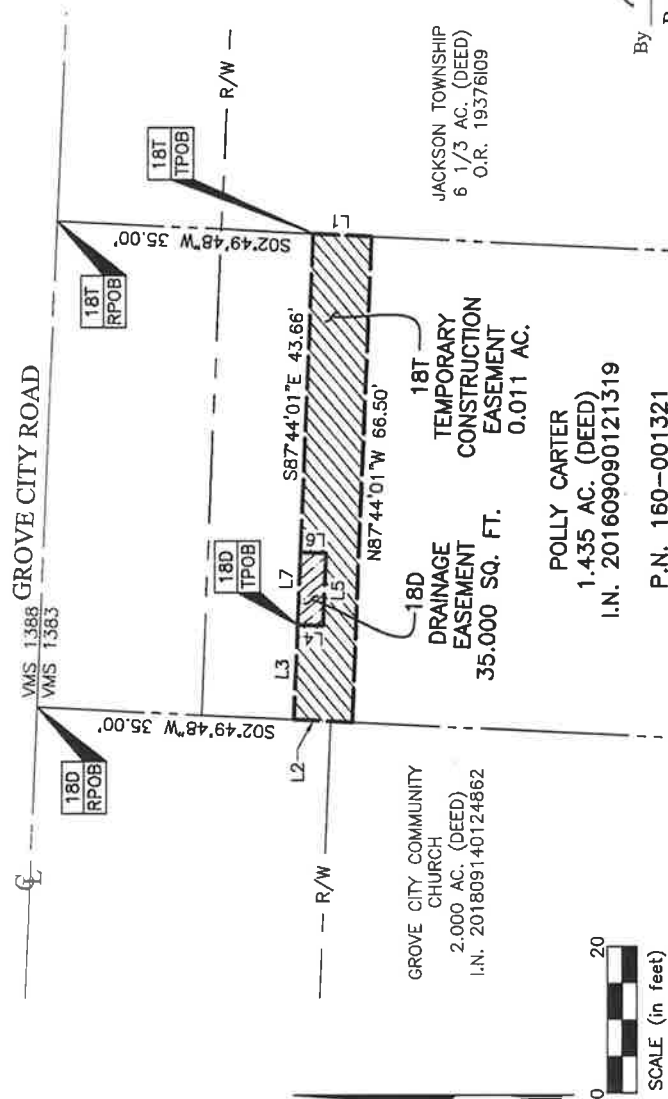

Brandon R. King
Professional Surveyor No. 8772

6-8-2021
Date

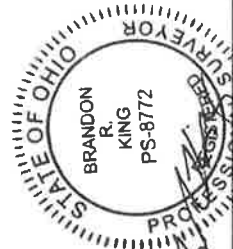


VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 8, 2021
Scale:	1" = 20'
Job No:	2020-1288
Sheet No:	1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°49'48"W	8.00'
L2	N02°49'48"E	8.00'
L3	S87°44'01"E	12.84'
L4	S02°15'59"W	3.50'
L5	S87°44'01"E	10.00'
L6	N02°15'59"E	3.50'
L7	S87°44'01"E	10.00'



By  _____ Date _____
 Brandon R. King
 Professional Surveyor No. 8772
 bking@emht.com

**18D
DRAINAGE EASEMENT
35.000 SQUARE FEET**

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1383, being on, over and across that 1.435 acre tract conveyed to Polly Carter by deed of record in Instrument Number 201609090121319 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said 1.435 acre tract and the northeasterly corner of that 2.000 acre tract conveyed to Grove City Community Church by deed of record in Instrument Number 201809140124862, being in the centerline of Grove City Road;

Thence South 02° 49' 48" West, with the line common to said 1.435 and 2.000 acre tracts, a distance of 35.00 feet to a point;

Thence South 87° 44' 01" East, across said 1.435 acre tract, a distance of 12.84 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 1.435 acre tract, the following courses and distances:

South 87° 44' 01" East, a distance of 10.00 feet to a point;

South 02° 15' 59" West, a distance of 3.50 feet to a point;

North 87° 44' 01" West, a distance of 10.00 feet to a point; and

North 02° 15' 59" East, a distance of 3.50 feet to the TRUE POINT OF BEGINNING, containing 35.000 square feet, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date

18T
TEMPORARY EASEMENT
0.011 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1383, being on, over and across that 1.435 acre tract conveyed to Polly Carter by deed of record in Instrument Number 201609090121319 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 1.435 acre tract and the northwesterly corner of that 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376109, being in the centerline of Grove City Road;

Thence South 02° 49' 48" West, with the line common to said 1.435 and 6 1/3 acre tracts, a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

Thence South 02° 49' 48" West, continuing with said common line, a distance of 8.00 feet to a point;

Thence North 87° 44' 01" West, across said 1.435 acre tract, a distance of 66.50 feet to a point in the line common to said 1.435 acre tract and that 2.000 acre tract conveyed to Grove City Community Church by deed of record in Instrument Number 201809140124862;

Thence North 02° 49' 48" East, with said common line, a distance of 8.00 feet to a point;

Thence across said 1.435 acre tract, the following courses and distances:

South 87° 44' 01" East, a distance of 12.84 feet to a point;

South 02° 15' 59" West, a distance of 3.50 feet to a point;

South 87° 44' 01" East, a distance of 10.00 feet to a point;

North 02° 15' 59" East, a distance of 3.50 feet to a point; and

South 87° 44' 01" East, a distance of 43.66 feet to the TRUE POINT OF BEGINNING, containing 0.011 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-8-2021

Date



Evans, Mechwart, Hamblen & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3646

emht.com

DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
Scale: 1" = 30'
Job No: 2020-1288
Sheet No: 1 of 1

MAYBERRY REAL ESTATE, LLC
1.941 AC. (DEED)
I.N. 200507010129159
I.N. 200510140216557
P.N. 040-008769

LOT 4

PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

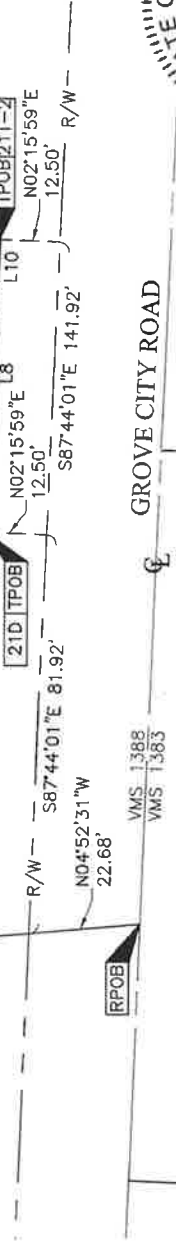
JAMES LOUIS BURDETTE
CAROL L. BURDETTE
0.988 AC. (DEED)
O.R. 31375104

21T-1
TEMPORARY
EASEMENT
0.004 AC.

21D
DRAINAGE
EASEMENT
0.004 AC.

21T-2
TEMPORARY
EASEMENT
0.004 AC.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°15'59"E	0.34'
L2	N02°15'59"E	7.66'
L3	S87°44'01"E	30.81'
L4	N02°15'59"E	3.20'
L5	N84°02'01"E	31.13'
L6	S02°15'59"W	8.00'
L7	S87°44'01"E	10.00'
L8	N87°44'01"W	40.81'
L9	S87°44'01"E	19.19'
L10	N87°44'01"W	19.19'
L11	S02°15'59"W	8.00'



By 
BRANDON R. KING
PS-8772
Professional Surveyor
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date

**21D
DRAINAGE EASEMENT
0.004 ACRE**

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557, and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 1.941 acre tract and the southeasterly corner of that 0.988 acre tract conveyed to James Louis Burdette and Carol L. Burdette by deed of record in Official Record 31375I04, being in the centerline of Grove City Road;

Thence North 04° 52' 31" West, with the line common to said 1.941 and 0.988 acre tracts, a distance of 22.68 feet to a point in the northerly right-of-way line of said Grove City Road;

Thence South 87° 44' 01" East, across said 1.941 acre tract and with said northerly right-of-way line, a distance of 81.92 feet to a point;

Thence North 02° 15' 59" East, continuing across said 1.941 acre tract, a distance of 12.50 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 1.941 acre tract, the following courses and distances:

North 02° 15' 59" East, a distance of 0.34 feet to a point;

North 84° 02' 01" East, a distance of 31.13 to a point;

North 02° 15' 59" East, a distance of 3.20 feet to a point;

South 87° 44' 01" East, a distance of 10.00 feet to a point;

South 02° 15' 59" West, a distance of 8.00 feet to a point; and

North 87° 44' 01" West, a distance of 40.81 feet to the TRUE POINT OF BEGINNING, containing 0.004 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "B. King".

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

21T-1
TEMPORARY EASEMENT
0.004 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557, and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 1.941 acre tract, at the southeasterly corner of that 0.988 acre tract conveyed to James Louis Burdette and Carol L. Burdette by deed of record in Official Record 31375I04, being in the centerline of Grove City Road;

Thence North 04° 52' 31" West, with the line common to said 1.941 and 0.988 acre tracts, a distance of 22.68 feet to a point in the northerly right-of-way line of said Grove City Road;

Thence South 87° 44' 01" East, across said 1.941 acre tract and with said northerly right-of-way line, a distance of 81.92 feet to a point;

Thence North 02° 15' 59" East, continuing across said 1.941 acre tract, a distance of 12.84 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 1.941 acre tract, the following courses and distances:

North 02° 15' 59" East, a distance of 7.66 to a point;

South 87° 44' 01" East, a distance of 30.81 feet to a point;

South 02° 15' 59" West, a distance of 3.20 feet to a point; and

South 84° 02' 01" West, a distance of 31.13 feet to the TRUE POINT OF BEGINNING, containing 0.004 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date

21T-2
TEMPORARY EASEMENT
0.004 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557, and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 1.941 acre tract, at the southeasterly corner of that 0.988 acre tract conveyed to James Louis Burdette and Carol L. Burdette by deed of record in Official Record 31375104, being in the centerline of Grove City Road;

Thence North 04° 52' 31" West, with the line common to said 1.941 and 0.988 acre tracts, a distance of 22.68 feet to a point in the northerly right-of-way line of said Grove City Road;

Thence South 87° 44' 01" East, across said 1.941 acre tract and with said northerly right-of-way line, a distance of 141.92 feet to a point;

Thence North 02° 15' 59" East, continuing across said 1.941 acre tract, a distance of 12.50 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 1.941 acre tract, the following courses and distances:

North 87° 44' 01" West, a distance of 19.19 feet to a point;

North 02° 15' 59" East, a distance of 8.00 to a point;

South 87° 44' 01" East, a distance of 19.19 feet to a point; and

South 02° 15' 59" West, a distance of 8.00 feet to the TRUE POINT OF BEGINNING, containing 0.004 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.2646
emht.com

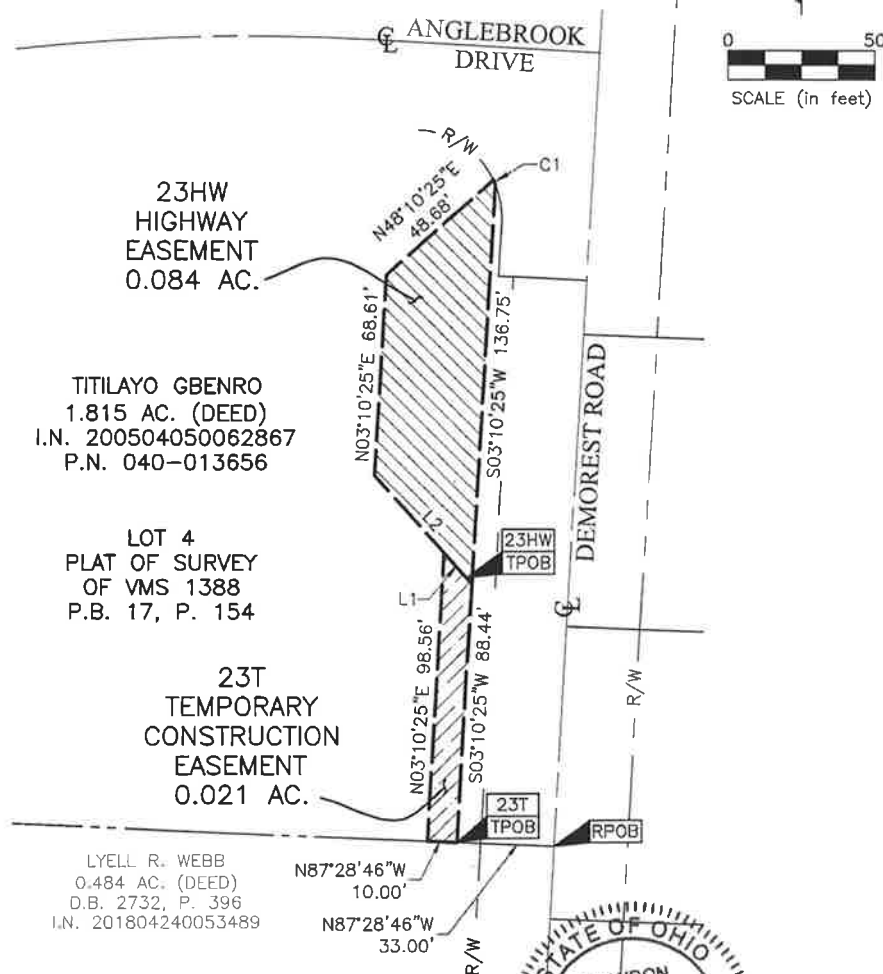
HIGHWAY AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°49'35"E	14.14'
L2	N41°49'35"W	49.76'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	3°08'56"	30.00'	1.65'	S24°14'34"E	1.65'



By *BR* Brandon R. King
Professional Surveyor No. 8772
bking@emht.com
Date 6-4-2021

J:\2020\1288\DWG\CASHIERS EASEMENTS\2020 1288-VS-ESMT-23.DWG plotted by SCHROEDER, JACOB on 6/7/2021 7:50:09 AM last saved by JSCHROEDER on 6/7/2021 7:49:38 AM
Krefe: 20201288_LAKES_TEMP.DWG

**23HW
HIGHWAY EASEMENT
0.084 ACRE**

A highway easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 1.815 acre tract conveyed to Titilayo Gbenro by deed of record in Instrument Number 200504050062867 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of said 1.815 acre tract and the northeasterly corner of that 0.484 acre tract conveyed to Lyell R. Webb by deeds of record in Deed Book 2732, Page 396 and Instrument Number 201804240053489, being in the centerline of Demorest Road;

Thence North 87° 28' 46" West, with the line common to said 1.815 and 0.484 acre tracts, a distance of 33.00 feet to a point;

Thence North 03° 10' 25" East, across said 1.815 acre tract, a distance of 88.44 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 1.815 acre tract, the following courses and distances:

North 41° 49' 35" West, a distance of 49.76 feet to a point;

North 03° 10' 25" East, a distance of 68.61 feet to a point; and

North 48° 10' 25" East, a distance of 48.68 feet to a point on the arc of a curve in the southerly right-of-way line of Anglebrook Drive;

Thence with said southerly right-of-way line and with the arc of a curve to the right, having a central angle of 03° 08' 56", a radius of 30.00 feet, an arc length of 1.65 feet, a chord bearing South 24° 14' 34" East and a chord distance of 1.65 feet to a point;

Thence South 03° 10' 25" West, across said 1.815 acre tract, a distance of 136.75 feet to the TRUE POINT OF BEGINNING, containing 0.084 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

23T
TEMPORARY EASEMENT
0.021 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 1.815 acre tract conveyed to Titilayo Gbenro by deed of record in Instrument Number 200504050062867 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of said 1.815 acre tract and the northeasterly corner of that 0.484 acre tract conveyed to Lyell R. Webb by deeds of record in Deed Book 2732, Page 396 and Instrument Number 201804240053489, being in the centerline of Demorest Road;

Thence North 87° 28' 46" West, with the line common to said 1.815 and 0.484 acre tracts, a distance of 33.00 feet to a the TRUE POINT OF BEGINNING;

Thence North 87° 28' 46" West, continuing with said common line, a distance of 10.00 feet to a point;

Thence across said 1.815 acre tract, the following courses and distances:

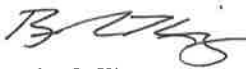
North 03° 10' 25" East, a distance of 98.56 feet to a point;

South 41° 49' 35" East, a distance of 14.14 feet to a point; and

South 03° 10' 25" West, a distance of 88.44 feet to the TRUE POINT OF BEGINNING, containing 0.021 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



Evans, Mechwart, Hambleton & Tillon, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll free: 888.775.3446
emht.com

DRAINAGE AND TEMPORARY CONSTRUCTION EASEMENTS

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 20' Job No: 2020-1288 Sheet No: 1 of 1

WILLIAM L. PICKELL, JR.
PAMELA C. PICKELL
1.000 AC. (DEED)
O.R. 11380802

25T-2
TEMPORARY
CONSTRUCTION
EASEMENT
0.003 AC.

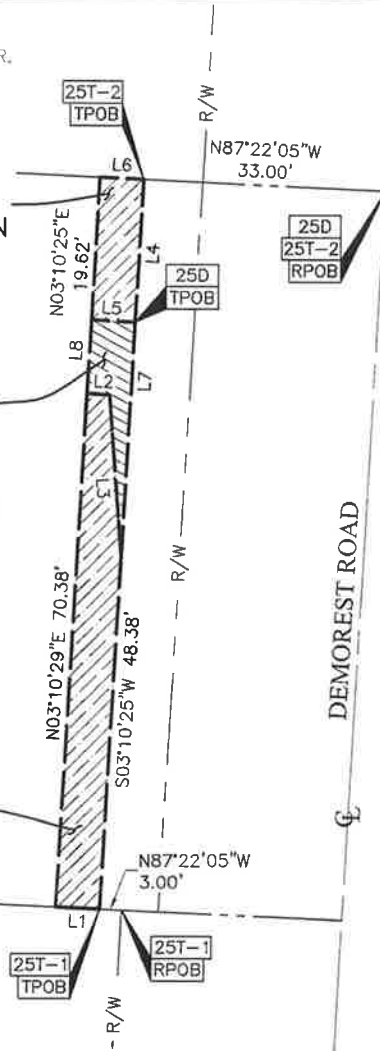
25D
DRAINAGE EASEMENT
0.002 AC.

CONNIE CHAFFIN, TRUSTEE
I.N. 201712060171930
P.N. 040-014886

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

25T-1
TEMPORARY
CONSTRUCTION
EASEMENT
0.009 AC.

LOT 4
ANGLEBROOK
P.B. 33, P. 78



0 20
SCALE (in feet)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°22'05\"W	6.00'
L2	S86°49'35\"E	3.13'
L3	S04°16'20\"E	22.13'
L4	S03°10'25\"W	19.68'
L5	N86°49'35\"W	6.00'
L6	S87°22'05\"E	6.00'
L7	S03°10'25\"W	31.94'
L8	N03°10'25\"E	10.00'



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date

J:\2020\1288\DWG\ASHEETS\EASEMENTS\20201288-VS-ESMT-25.DWG plotted by SCHROEDER, JACOB on 6/7/2021 8:00:04 AM last saved by J. SCHROEDER on 6/7/2021 7:59:46 AM
Xrefs: 20201288_TAKES_TEMP.DWG

**25D
DRAINAGE EASEMENT
0.002 ACRE**

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the northeasterly corner of said Chaffin tract and the southeasterly corner of that 1.000 acre tract conveyed to William L. Pickell, Jr. and Pamela C. Pickell by deed of record in Official Record 11380B02, being in the centerline of Demorest Road;

Thence North 87° 22' 05" West, with the line common to said Chaffin tract and said 1.000 acre tract, a distance of 33.00 feet to a point;

Thence South 03° 10' 25" West, across said Chaffin tract, a distance of 19.68 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said Chaffin tract, the following courses and distances:

South 03° 10' 25" West, a distance of 31.94 feet to a point;

North 04° 16' 20" West, a distance of 22.13 feet to a point;

North 86° 49' 35" West, a distance of 3.13 feet to a point;

North 03° 10' 25" East, a distance of 10.00 feet to a point; and

South 86° 49' 35" East, a distance of 6.00 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

25T-1
TEMPORARY EASEMENT
0.009 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference at the northeasterly corner of Lot 4 of that subdivision titled "Anglebrook", of record in Plat Book 33, Page 77, being in the southerly line of said Chaffin tract and in the westerly right-of-way line of Demorest Road;

Thence North 87° 22' 05" West, with the line common to said Chaffin tract and said Lot 4, a distance of 3.00 feet to the TRUE POINT OF BEGINNING;

Thence North 87° 22' 05" West, continuing with said common line, a distance of 6.00 feet to a point;

Thence across said Chaffin tract, the following courses and distances:

North 03° 10' 29" East, a distance of 70.38 feet to a point;

South 86° 49' 35" East, a distance of 3.13 feet to a point;

South 04° 16' 20" East, a distance of 22.13 feet to a point; and

South 03° 10' 25" West, a distance of 48.38 feet to the TRUE POINT OF BEGINNING, and containing 0.009 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

25T-2
TEMPORARY EASEMENT
0.003 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the northeasterly corner of said Chaffin tract and the southeasterly corner of that 1.000 acre tract conveyed to William L. Pickell, Jr. and Pamela C. Pickell by deed of record in Official Record 11380B02, being in the centerline of Demorest Road;

Thence North 87° 22' 05" West, with the line common to said Chaffin tract and said 1.000 acre tract, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence across said Chaffin tract, the following courses and distances:

South 03° 10' 25" West, a distance of 19.68 feet to a point;

North 86° 49' 35" West, a distance of 6.00 feet to a point; and

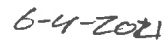
North 03° 10' 25" East, a distance of 19.62 feet to the line common to said Chaffin tract and said 1.000 acre tract;

Thence South 87° 22' 05" East, with said common line, a distance of 6.00 feet to the TRUE POINT OF BEGINNING, containing 0.003 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772


6-4-2021
Date



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.773.4300 Fax: 614.773.3648
emht.com

HIGHWAY AND DRAINAGE EASEMENTS VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 30' Job No: 2020-1288 Sheet No: 1 of 1



DREW E. BROOKOVER
0.835 AC. (DEED)
I.N. 201905140056398

31HW
HIGHWAY
EASEMENT
0.006 AC.

31HW
TPOB

RPOB
L1

DEMOREST ROAD

R/W

S03°10'25"W 135.73'

THE CITY OF GROVE CITY
TRACT #1
5.998 AC. (DEED)
I.N. 200103190054836
P.N. 040-011202

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

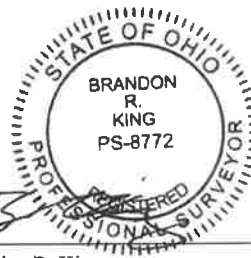
31D
DRAINAGE
EASEMENT
0.001 AC.

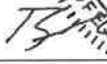
31D
TPOB

L10
L8

L6

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°34'53"W	35.10'
L2	S03°10'25"W	24.81'
L3	N86°49'35"W	11.07'
L4	N03°10'25"E	25.63'
L5	S82°34'53"E	11.10'
L6	N86°49'35"W	33.00'
L7	S03°10'25"W	10.00'
L8	N86°49'35"W	6.00'
L9	N03°10'25"E	10.00'
L10	S86°49'35"E	6.00'



By 
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date

J:\2020\1288\DWG\CASHEETS\EASEMENTS\20201288-VS-ESMT-31.DWG plotted by FERGUSON, DAVID on 6/4/2021 2:31:57 PM last saved by FERGUSON, DAVID on 6/4/2021 2:31:54 PM
Xref: 20201288_TAKES_TEMP.DWG

**31HW
HIGHWAY EASEMENT
0.006 ACRE**

A highway easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 5.998 acre tract conveyed as Tract Number 1 to The City of Grove City by deed of record in Instrument Number 200103190054836 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 5.998 acre tract and the southeasterly corner of that 0.835 acre tract conveyed to Drew E. Brookover by deed of record in Instrument Number 201905140056398, being in the centerline of Demorest Road;

Thence North 82° 34' 53" West, with the line common to said 5.998 acre and 0.835 acre tracts, a distance of 35.10 feet to the TRUE POINT OF BEGINNING;

Thence across said 5.998 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 24.81 feet to a point;

North 86° 49' 35" West, a distance of 11.07 feet to a point; and

North 03° 10' 25" East, a distance of 25.63 feet to a line common to said 5.998 acre and 0.835 acre tract;

Thence South 82° 34' 53" East, with said common line, a distance of 11.10 feet to the TRUE POINT OF BEGINNING, containing 0.006 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date

**31D
DRAINAGE EASEMENT
0.001 ACRE**

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 5.998 acre tract conveyed as Tract Number 1 to The City of Grove City by deed of record in Instrument Number 200103190054836 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 5.998 acre tract and the southeasterly corner of that 0.835 acre tract conveyed to Drew E. Brookover by deed of record in Instrument Number 201905140056398, being in the centerline of Demorest Road;

Thence South 03° 10' 25" West, with the easterly line of said 5.998 acre tract and said centerline, a distance of 135.73 feet to a point;

Thence North 86° 49' 35" West, across said 5.998 acre tract, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 5.998 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 10.00 feet to a point;

North 86° 49' 35" West, a distance of 6.00 feet to a point;

North 03° 10' 25" East, a distance of 10.00 feet to a point; and

Thence South 86° 49' 35" East, a distance of 6.00 feet to the TRUE POINT OF BEGINNING, containing 0.001 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

BRK
Brandon R. King
Professional Surveyor No. 8772

6-4-2021

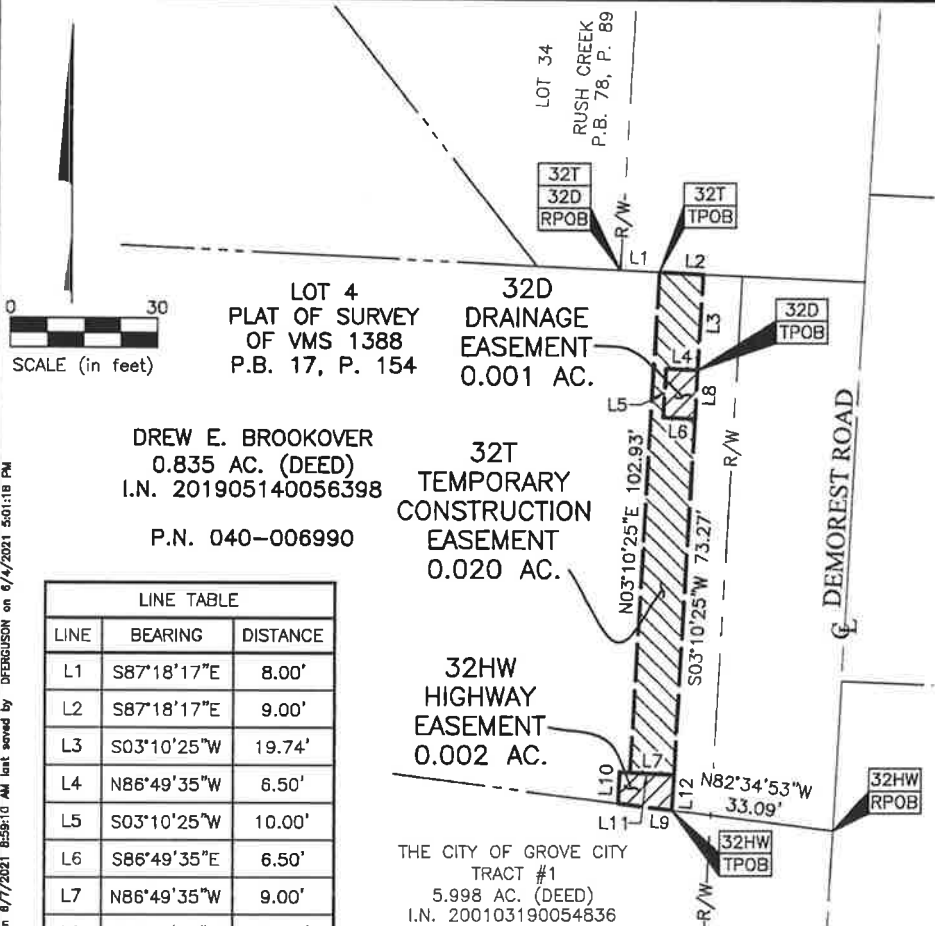
Date



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 4, 2021	Scale:	1" = 30'	Job No:	2020-1288	Sheet No:	1 of 1
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S87°18'17"E	8.00'
L2	S87°18'17"E	9.00'
L3	S03°10'25"W	19.74'
L4	N86°49'35"W	6.50'
L5	S03°10'25"W	10.00'
L6	S86°49'35"E	6.50'
L7	N86°49'35"W	9.00'
L8	S03°10'25"W	10.00'
L9	N82°34'53"W	11.10'
L10	N03°10'25"E	6.45'
L11	S86°49'35"E	11.07'
L12	S03°10'25"W	7.27'

THE CITY OF GROVE CITY
TRACT #1
5.998 AC. (DEED)
I.N. 200103190054836



By  _____
Brandon R. King
Professional Surveyor No. 8772
bking@ernht.com

6-4-2021

Date _____

\\20201288\DWG\04SHEETS\EASEMENTS\20201288-VS-ESMT-32.DWG plotted by KING, BRANDON on 6/7/2021 8:59:10 AM last saved by DFERGUSON on 6/4/2021 5:01:18 PM

32D
DRAINAGE EASEMENT
0.001 ACRE

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

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 0.835 acre tract conveyed to Drew E. Brookover by deed of record in Instrument Number 201905140056398 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of Lot 4 as shown on that subdivision titled "Rush Creek" of record in Plat Book 78, Page 89, being in the northerly line of said 0.835 acre tract and in the westerly right-of-way line of Demorest Road;

Thence South 87° 18' 17" East, with said northerly line, a distance of 17.00 feet to a point;

Thence South 03° 10' 25" West, across said 0.835 acre tract, a distance of 19.74 feet to the TRUE POINT OF BEGINNING;

Thence continuing across said 0.835 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 10.00 feet to a point;

North 86° 49' 35" West, a distance of 6.50 feet to a point;

North 03° 10' 25" East, a distance of 10.00 feet to a point; and

South 86° 49' 35" East, a distance of 6.50 feet to the TRUE POINT OF BEGINNING, containing 0.001 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date

**32HW
HIGHWAY EASEMENT
0.002 ACRE**

A highway easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 0.835 acre tract conveyed to Drew E. Brookover by deed of record in Instrument Number 201905140056398 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of said 0.835 acre tract and the northeasterly corner of that 5.998 acre tract conveyed as Tract #1 to The City of Grove City by deed of record in Instrument Number 2001031900548356, being in the centerline of Demorest Road;

Thence North 82° 34' 53" West, with the line common to said 0.835 and 5.998 acre tracts, a distance of 33.09 feet to the TRUE POINT OF BEGINNING;

Thence North 82° 34' 53" West, continuing with said common line, a distance of 11.10 feet to a point;

Thence across said 0.835 acre tract, the following courses and distances:

North 03° 10' 25" East, a distance of 6.45 feet to a point;

South 86° 49' 35" East, a distance of 11.07 feet to a point; and

South 03° 10' 25" West, a distance of 7.27 feet to the TRUE POINT OF BEGINNING, containing 0.002 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

BRK
Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date

32T
TEMPORARY EASEMENT
0.020 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 0.835 acre tract conveyed to Drew E. Brookover by deed of record in Instrument Number 201905140056398 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of Lot 4 as shown on that subdivision titled "Rush Creek" of record in Plat Book 78, Page 89, being in the northerly line of said 0.835 acre tract and in the westerly right-of-way line of Demorest Road;

Thence South 87° 18' 17" East, with said northerly line, a distance of 8.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87° 18' 17" East, continuing with said northerly line, a distance of 9.00 feet to a point;

Thence across said 0.835 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 19.74 feet to a point;

North 86° 49' 35" West, a distance of 6.50 feet to a point;

South 03° 10' 25" West, a distance of 10.00 feet to a point;

South 86° 49' 35" East, a distance of 6.50 feet to a point;

South 03° 10' 25" West, a distance of 73.27 feet to a point;

North 86° 49' 35" West, a distance of 9.00 feet to a point; and

North 03° 10' 25" East, a distance of 102.93 feet to the TRUE POINT OF BEGINNING, containing 0.020 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

Date

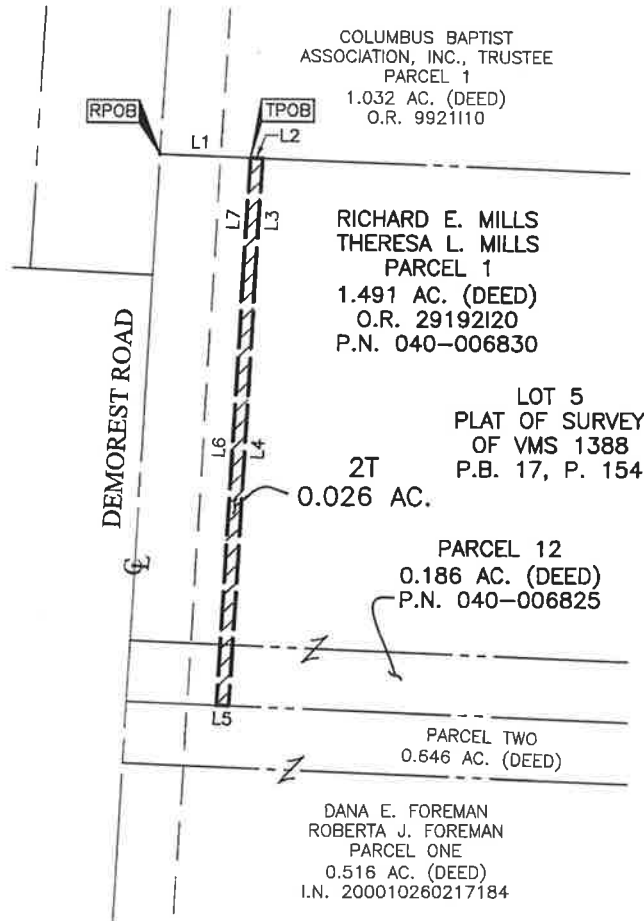


Evans, Meacham, Hamilton & Titon, Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614/775-4300 - Toll Free: 888/775-3648
emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 60' Job No: 2020-1288 Sheet No: 1 of 1



LINE TABLE

LINE	BEARING	DISTANCE
L1	S88°03'03"E	37.01'
L2	S88°03'03"E	5.00'
L3	S03°14'40"W	50.80'
L4	S03°10'25"W	174.34'
L5	N87°43'26"W	5.00'
L6	N03°10'25"E	174.42'
L7	N03°14'40"E	50.69'

0 60
SCALE (in feet)



By Brandon R. King
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021

J:\20201288\DWG\ASHEETS\EASEMENTS\20201288-VS-ESMT-TEMP-02.DWG plotted by FERGUSON, DAVID on 6/7/2021 5:05:11 PM last saved by FERGUSON on 6/3/2021 5:05:08 PM
Xref:

2T
TEMPORARY CONSTRUCTION EASEMENT
0.026 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 1.491 acre tract conveyed as Parcel 1 and that 0.186 acre tract conveyed as Parcel 2 to Richard E. Mills and Theresa L. Mills by deed of record in Official Record 29192I20 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said 1.491 acre tract and the southwesterly corner of that 1.032 acre tract conveyed as Parcel 1 to Columbus Baptist Association Inc., Trustee by deed of record in Official Record 9921I10, being in the centerline of Demorest Road;

Thence South 88° 03' 03" East, with the line common to said 1.491 acre and 1.032 acre tracts and across said Demorest Road, a distance of 37.01 feet to the TRUE POINT OF BEGINNING;

Thence South 88° 03' 03" East, continuing with said common line, a distance of 5.00 feet to a point;

Thence South 03° 14' 40" West, across said 1.491 acre tract, a distance of 50.80 feet to a point;

Thence South 03° 10' 25" West, continuing across said 1.491 and 0.186 acre tracts, a distance of 174.34 feet to a point in the line common to said 0.186 acre tract and that 0.646 acre tract conveyed as Parcel Two to Dana E. Foreman and Roberta J. Foreman by deed of record in Instrument Number 200010260217184;

Thence North 87° 43' 26" West, with said common line, a distance of 5.00 feet to a point;

Thence North 03° 10' 25" East, across said 0.186 and 1.491 acre tracts, a distance of 174.42 feet to a point;

Thence North 03° 14' 40" East, continuing across said 1.491 acre tract, a distance of 50.69 feet to the TRUE POINT OF BEGINNING, containing 0.026 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



Evans, Mechwart, Hamilton & Titon, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4333 Fax: 614.775.3648
emht.com

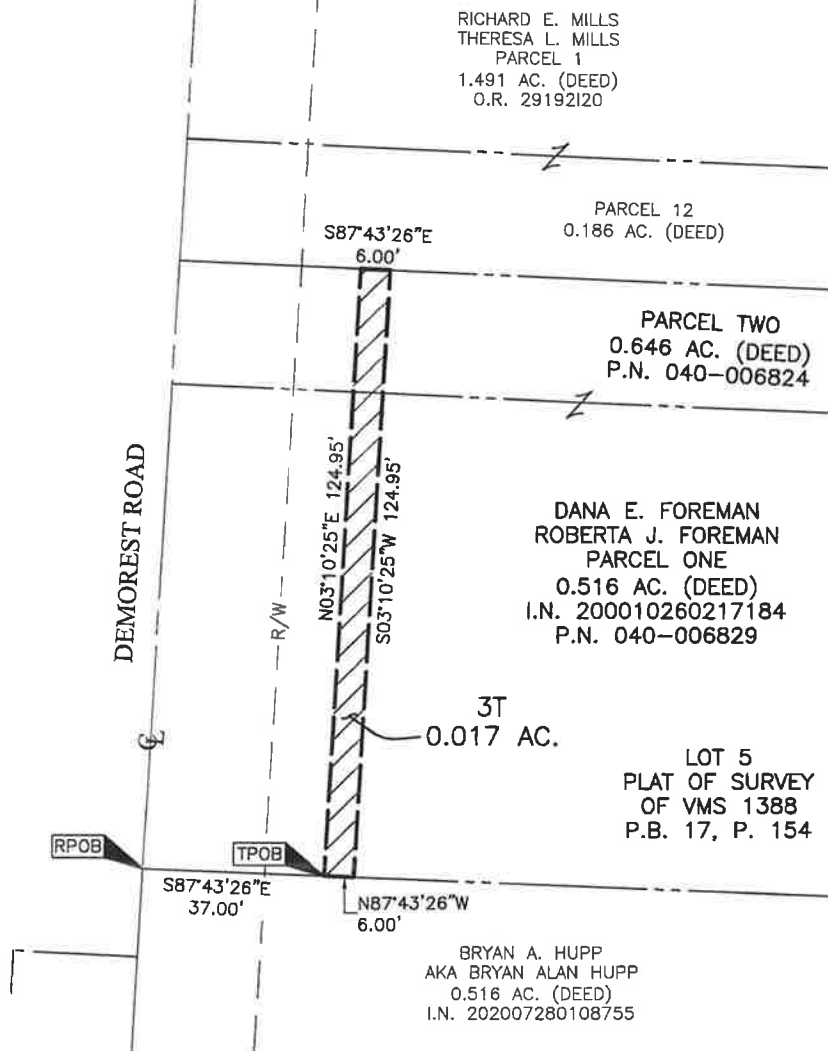
TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 30' Job No: 2020-1288 Sheet No: 1 of 1

I:\2020\1288\DWG\ASSETS\EASEMENTS\20201288-VS-ESMT-TEMP-03.DWG plotted by FERGUSON, DAVID on 6/3/2021 5:07:03 PM last saved by FERGUSON on 6/3/2021 5:07:01 PM



BRYAN A. HUPP
AKA BRYAN ALAN HUPP
0.516 AC. (DEED)
I.N. 202007280108755



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-7-2021

Date

0 30
SCALE (in feet)

3T
TEMPORARY CONSTRUCTION EASEMENT
0.017 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, being on, over and across that 0.516 acre tract conveyed as Parcel One and that 0.646 acre tract conveyed as Parcel 2 to Dana E. Foreman and Roberta J. Foreman by deed of record in Instrument Number 200010260217184 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 0.516 acre tract and the northwesterly corner of that 0.516 acre tract conveyed to Bryan A. Hupp (aka Bryan Alan Hupp) by deed of record in Instrument Number 202007280108755, being in the centerline of Demorest Road;

Thence South 87° 43' 26" East, with the line common to said Foreman and Hupp tracts and across said Demorest Road, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, across said Foreman tracts, a distance of 124.95 feet to the northerly line of said 0.646 acre tract and in the southerly line of that 0.186 acre tract conveyed to Richard E. Mills and Theresa L. Mills by deed of record in Official Record 29192120;

Thence South 87° 43' 26" East, with said common line, a distance of 6.00 feet to a point;

Thence South 03° 10' 25" West, across said Foreman tracts, a distance of 124.95 feet to the line common to said Foreman and Hupp tracts;

Thence North 87° 43' 26" West, with said common line, a distance of 6.00 feet to the TRUE POINT OF BEGINNING, containing 0.017 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "B. King".

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

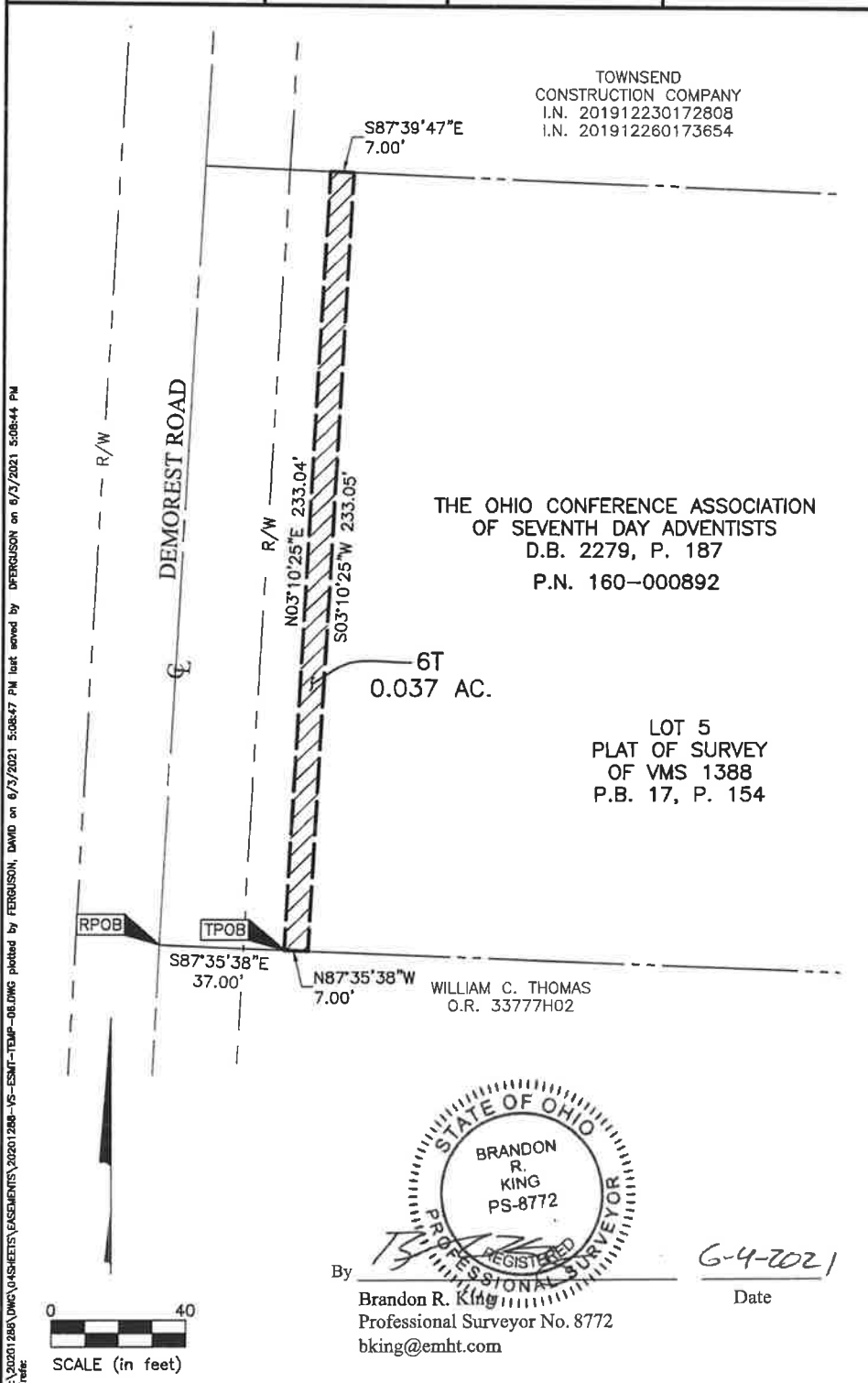
Date



TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 40' Job No: 2020-1288 Sheet No: 1 of 1



1:20201288\DWG\CASEMENTS\20201288-VS-ESMT-TEMP-06.DWG plotted by FERGUSON, DAVID on 6/3/2021 5:08:47 PM last saved by FERGUSON, DAVID on 6/3/2021 5:08:44 PM

6T
TEMPORARY CONSTRUCTION EASEMENT
0.037 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, being on, over and across that tract conveyed to The Ohio Conference Association of Seventh Day Adventists by deed of record in Deed Book 2279, Page 187 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference at the southwesterly corner of said The Ohio Conference Association tract and the northwesterly corner of that tract conveyed to William C. Thomas by deed of record in Official Record 33777H02, being in the centerline of Demorest Road;

Thence South 87° 35' 38" East, with the line common to said The Ohio Conference Association tract and Thomas tract, across said Demorest Road, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, across said The Ohio Conference tract, a distance of 233.04 feet to the line common to said The Ohio Conference Association tract and that tract conveyed to Townsend Construction Company by deeds of record in Instrument Number 201912230172808 and Instrument Number 201912260173654;

Thence South 87° 39' 47" East, with said common line, a distance of 7.00 feet to a point;

Thence South 03° 10' 25" West, across said The Ohio Conference tract, a distance of 233.05 feet to the common line to said The Ohio Conference tract and said Thomas tract;

Thence North 87° 35' 38" West, with said common line, a distance of 7.00 feet to the TRUE POINT OF BEGINNING, containing 0.037 acre, more or less.

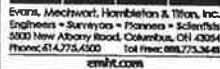


EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

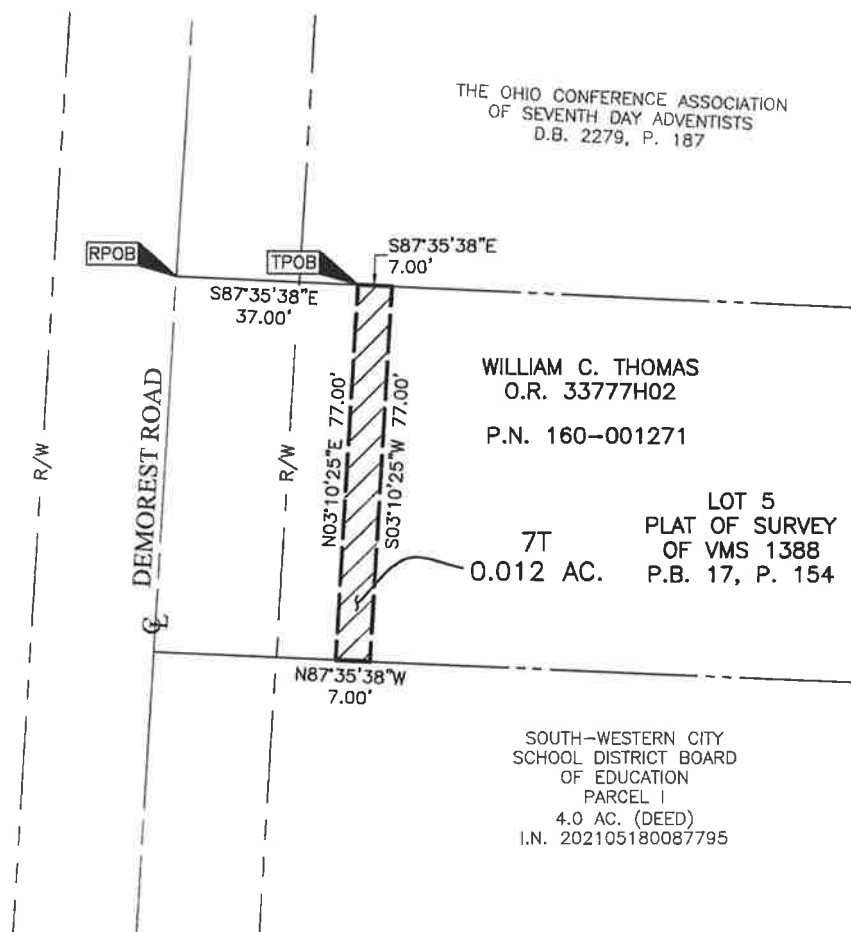
6-4-2021

Date



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 4, 2021	Scale:	1" = 30'	Job No:	2020-1288	Sheet No:	1 of 1
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By  _____
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2022
Date

7T
TEMPORARY CONSTRUCTION EASEMENT
0.012 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that tract conveyed to William C. Thomas by deed of record in Official Record 33777H02 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northwesterly corner of said Thomas tract, at the southwesterly corner of The Ohio Conference Association of Seventh Day Adventists by deed of record in Deed Book 2279, Page 187 and being in the easterly right of way line of Demorest Road (width varies, public);

Thence South 87° 35' 38" East, with the line common to said Thomas tract and The Ohio Conference tract, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence South 87° 35' 38" East, with said common line, a distance of 7.00 feet to a point;

Thence South 03° 10' 25" West, across said Thomas tract, a distance of 77.00 feet to a point in the line common to said Thomas tract and that 4.0 acre tract conveyed as Parcel I to South-Western City School District Board of Education by deed of record in Instrument Number 202105180087795;

Thence North 87° 35' 38" West, with said common line, a distance of 7.00 feet to a point;

Thence North 03° 10' 25" East, across said Thomas tract, a distance of 77.00 feet to the TRUE POINT OF BEGINNING, containing 0.012 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

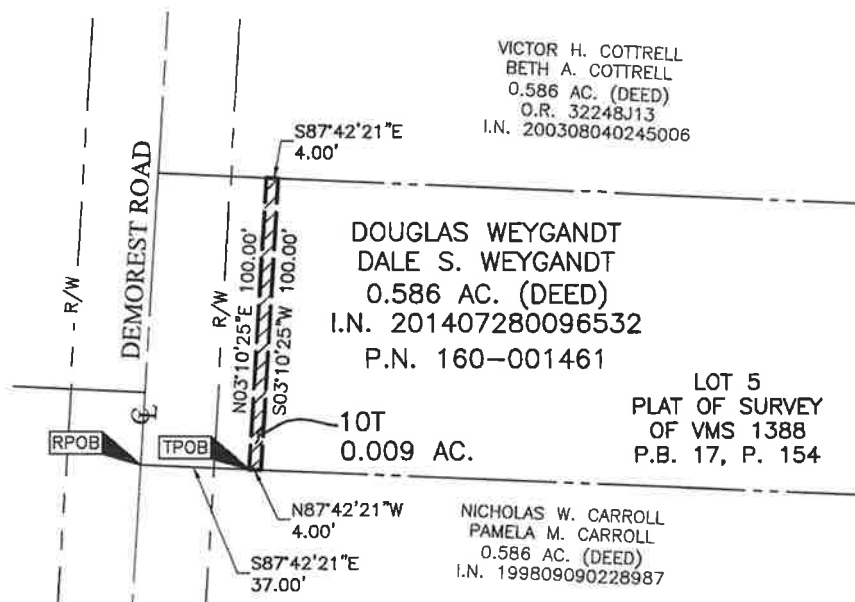


Evans, Mechwart, Hambleton & Titon, Inc.
Engineers - Surveyors - Planners - Scientists
5000 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.3408
emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1



0 50
SCALE (in feet)



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date 6-4-2021

A:\2020\1288\DWG\CASEMENTS\EASEMENTS\20201288-MS-ESMT-TEMP-10.DWG plotted by FERGUSON, DAVID on 6/3/2021 5:42:57 PM last saved by FERGUSON on 6/3/2021 5:42:55 PM

**10T
TEMPORARY CONSTRUCTION EASEMENT
0.009 ACRE**

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.586 acre tract conveyed to Douglas Weygandt and Dale S. Weygandt by deed of record in Instrument Number 201407280096532 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 0.586 acre tract and the northwesterly corner of that 0.586 acre tract conveyed to Nicholas W. Carroll and Pamela M. Carroll by deed of record in Instrument Number 199809090228987, being in the centerline of Demorest Road;

Thence South 87° 42' 21" East, with the line common to said Weygandt and Carroll tracts, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, across said Weygandt tract, a distance of 100.00 feet to the line common to said Weygandt tract and that 0.586 acre tract conveyed to Victor H. Cottrell and Beth A. Cottrell by deed of record in Official Record 32248J13 and Instrument Number 200308040245006;

Thence South 87° 42' 21" East, with said common line, a distance of 4.00 feet to a point;

Thence South 03° 10' 25" West, across said Weygandt tract, a distance of 100.00 feet to the line common to said Weygandt and Carroll tracts;

Thence North 87° 42' 21" West, with said common line, a distance of 4.00 feet to the TRUE POINT OF BEGINNING, containing 0.009 acre, more or less.



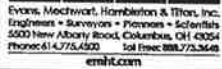
EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

6-4-2021

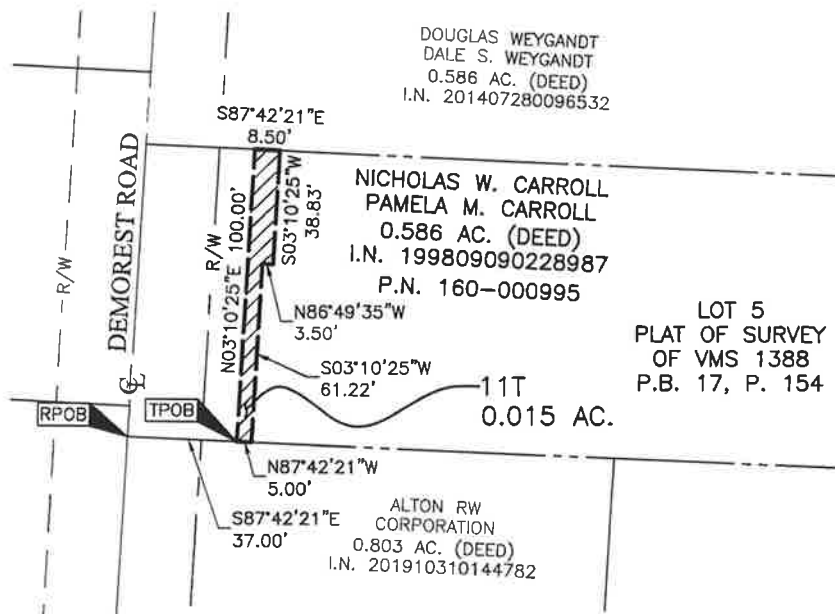
Brandon R. King
Professional Surveyor No. 8772

Date



VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	June 4, 2021	Scale:	1" = 50'	Job No:	2020-1288	Sheet No:	1 of 1
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By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-202
Date

**11T
TEMPORARY CONSTRUCTION EASEMENT
0.015 ACRE**

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.586 acre tract conveyed to Nicholas W. Carroll and Pamela M. Carroll by deed of record in Instrument Number 199809090228987 and part of Lot 5 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southwesterly corner of said 0.586 acre tract and the northwesterly corner of that 0.803 acre tract conveyed to Alton RW Corporation by deed of record in Instrument Number 201910310144782, being in the centerline of Demorest Road;

Thence South 87° 42' 21" East, with the line common to said 0.586 acre and 0.803 acre tracts, a distance of 37.00 feet to the TRUE POINT OF BEGINNING;

Thence North 03° 10' 25" East, across said 0.586 acre tract, a distance of 100.00 feet to the line common to said 0.586 acre tract and that 0.586 acre tract conveyed to Douglas Weygandt and Dale S. Weygandt by deed of record in Instrument Number 201407280096532;

Thence South 87° 42' 21" East, with said common line, a distance of 8.50 feet to a point;

Thence across said 0.586 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 38.83 feet to a point;

North 86° 49' 35" West, a distance of 3.50 feet to a point; and

South 03° 10' 25" West, a distance of 61.22 feet to the line common to said 0.586 acre and 0.803 acre tracts;

Thence North 87° 42' 21" West, with said common line, a distance of 5.00 feet to the TRUE POINT OF BEGINNING, containing 0.015 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

6-4-2021

Brandon R. King
Professional Surveyor No. 8772

Date

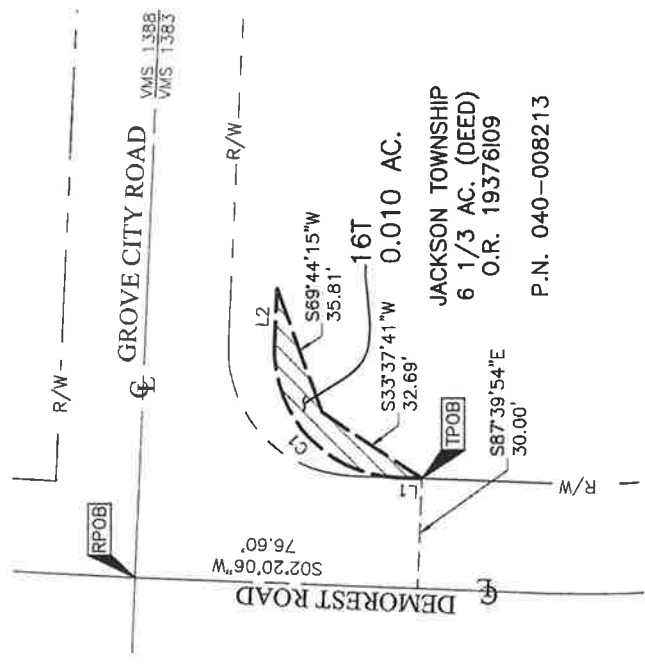


Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Fax: 614.775.3446
emht.com

TEMPORARY CONSTRUCTION EASEMENT

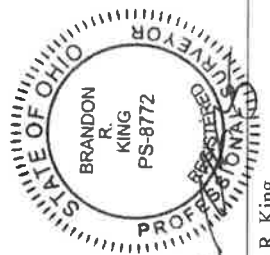
VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1383
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021
Scale: 1" = 40'
Job No: 2020-1288
Sheet No: 1 of 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°20'06"E	6.67'
L2	S87°44'01"E	15.08'

CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CH. BEARING
C1	89°55'53"	35.00'	54.94'	N47°18'03"E



6-4-2021

By: Brandon R. King
Professional Surveyor No. 8772
bking@emht.com
Date



SCALE (in feet)

16T
TEMPORARY EASEMENT
0.010 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1383, being on, over and across the remainder of that 6 1/3 acre tract conveyed to Jackson Township by deed of record in Official Record 19376I09 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the centerline intersection of Grove City Road and Demorest Road;

Thence South 02° 20' 06" West, with the centerline of said Demorest Road, a distance of 76.60 feet to a point;

Thence South 87° 39' 54" East, across said Demorest Road, a distance of 30.00 feet to the westerly line of the remainder of said 6 1/3 acre tract and in the easterly right-of-way line of said Demorest Road, being the TRUE POINT OF BEGINNING;

Thence North 02° 20' 06" East, with said easterly right-of-way line, a distance of 6.67 feet to a point of curvature;

Thence across said 6 1/3 acre tract, the following courses and distances:

With the arc of a curve to the right, having a central angle of 89° 55' 53", a radius of 35.00 feet, an arc length of 54.94 feet, a chord bearing of North 47° 18' 03" East and a chord distance of 49.47 feet to a point of tangency;

South 87° 44' 01" East, a distance of 15.08 feet to a point;

South 69° 44' 15" West, a distance of 35.81 feet to a point; and

South 33° 37' 41" West, a distance of 32.69 feet to the TRUE POINT OF BEGINNING, containing 0.010 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date



Evans, Mechwart, Hamblen & Tilton, Inc.
Engineers, Surveyors, Planners & Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Toll Free: 888.775.3446
emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021

Scale: 1" = 30'

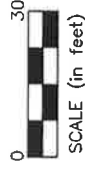
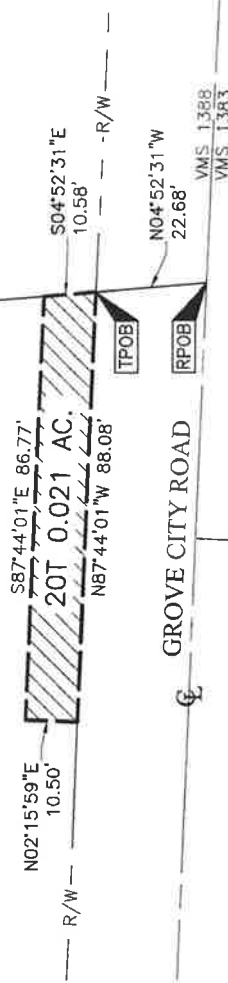
Job No: 2020-1288

Sheet No: 1 of 1

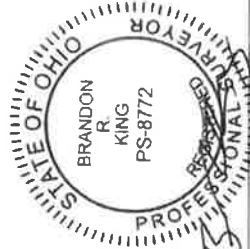
LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

JAMES LOUIS BURDETTE
CAROL L. BURDETTE
0.988 AC. (DEED)
O.R. 31375104
P.N. 160-000474

MAYBERRY REAL ESTATE, LLC
1.941 AC. (DEED)
I.N. 200507010129159
I.N. 200510140216557



SCALE (in feet)



By

Date

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

20T
TEMPORARY EASEMENT
0.021 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1388, being on, over and across that 0.988 acre tract conveyed to James Louis Burdette and Carol L. Burdette by deed of record in Official Record 31375104 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the southeasterly corner of said 0.988 acre tract and the southwesterly corner of that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557, and being in the centerline of Grove City Road;

Thence North 04° 52' 31" West, with the line common to said 0.988 and 1.941 acre tracts, a distance of 22.68 to a point in the northerly right-of-way line of said Grove City Road, being the TRUE POINT OF BEGINNING;

Thence North 87° 44' 01" West, with said northerly right-of-way line, a distance of 88.08 feet to a point;

Thence across said 0.988 acre tract, the following courses and distances:

North 02° 15' 59" East, a distance of 10.50 feet to a point; and

South 87° 44' 01" East, a distance of 86.77 feet to a point in the line common to said 0.988 and 1.941 acre tracts;

Thence South 04° 52' 31" East, with said common line, a distance of 10.58 feet to the TRUE POINT OF BEGINNING, containing 0.021 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date



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

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 40' Job No: 2020-1288 Sheet No: 1 of 1

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	23°53'44"	35.00'	14.60'	S15°07'17"W	14.49'



LYELL R. WEBB
0.484 AC. (DEED)
D.B. 2732, P. 396
I.N. 201804240053489

S87°19'39"E
3.00'

N87°19'39"W
33.00'

TPOB

RPOB

MAYBERRY REAL ESTATE, LLC
1.941 AC. (DEED)
I.N. 200507010129159
I.N. 200510140216557
P.N. 040-008769

LOT 4
PLAT OF SURVEY
OF VMS 1388
P.B. 17, P. 154

N03°10'25"E 166.21'
S03°10'25"W 152.06'
R/W

DEMOREST ROAD

21T-3
TEMPORARY CONSTRUCTION EASEMENT
0.011 AC.

R/W

GROVE CITY ROAD



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date

J:\2020\1288\DWG\04 SHEETS\EASEMENTS\20201288-VS-ESMT-TEMP-21.DWG plotted by SCHROEDER, JACOB on 6/4/2021 3:14:44 PM last saved by SCHROEDER on 6/4/2021 3:14:25 PM
Xref:

**21T-3
TEMPORARY EASEMENT
0.011 ACRE**

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557, and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, in the centerline of Demorest Road, at the northeasterly corner of said 1.941 acre tract and the southeasterly corner of that 0.484 acre tract conveyed to Lyell R. Webb by deed of record in Deed Book 2732, Page 396 and Instrument Number 202007280108755;

Thence North 87° 19' 39" West, with the line common to said 1.941 acre tract and said 0.484 acre tract, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence across said 1.941 acre tract, the following courses and distances:

South 03° 10' 25" West, a distance of 152.06 feet to a point of curvature;

With the arc of a curve to the right, having a central angle of 23° 53' 44", a radius of 35.00 feet, an arc length of 14.60 feet, a chord bearing of South 15° 07' 17" West and chord distance of 14.49 feet to a point; and

North 03° 10' 25" East, a distance of 166.21 feet to a point in the line common to said 1.941 acre tract and said 0.484 acre tract;

Thence South 87° 19' 39" East, with said common line, a distance of 3.00 feet to the TRUE POINT OF BEGINNING, containing 0.011 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King
Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



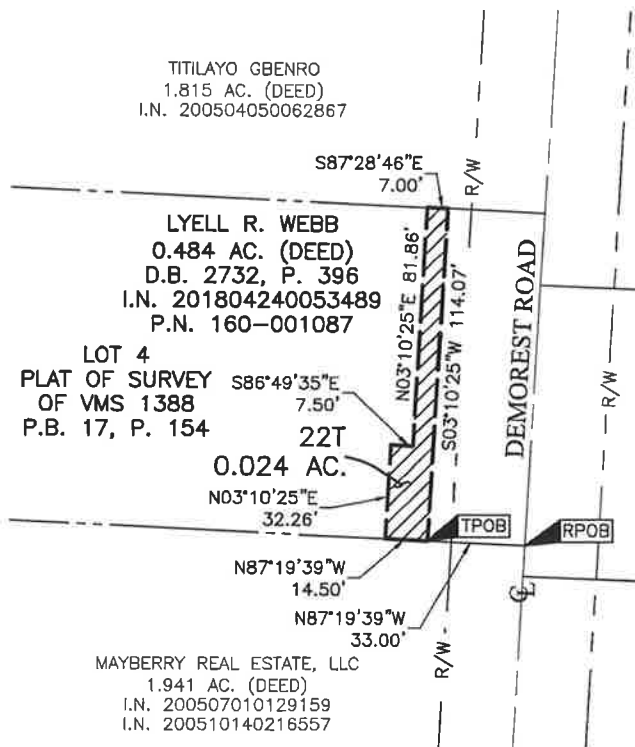
Bras, Mechwart, Hombelton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5000 New Albany Road, Columbus, OH 43054
 Phone: 614/773-6500 Fax: 614/773-6648
 emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1

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Brandon R. King
 Professional Surveyor No. 8772
 bking@emht.com

6-4-2021

Date

22T
TEMPORARY EASEMENT
0.024 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1388, being on, over and across that 0.484 acre tract conveyed to Lyell R. Webb by deeds of record in Deed Book 2732, Page 396 and Instrument Number 201804240053489 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of said 0.484 acre tract and the northeasterly corner of that 1.941 acre tract conveyed to Mayberry Real Estate, LLC by deeds of record in Instrument Numbers 200507010129159 and 200510140216557 and in the centerline of Demorest Road;

Thence North 87° 19' 39" West, with the line common to said 0.484 and 1.941 acre tracts, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence North 87° 19' 39" West, with said common line, a distance of 14.50 feet to a point;

Thence across said 0.484 acre tract, the following courses and distances:

North 03° 10' 25" East, a distance of 32.26 feet to a point;

South 86° 49' 35" East, a distance of 7.50 feet to a point; and

North 03° 10' 25" East, a distance of 81.86 feet to the line common to said 0.484 acre and that 1.815 acre tract conveyed to Titilayo Gbenro by deed of record in Instrument Number 200504050062867;

Thence South 87° 28' 46" East, with said common line, a distance of 7.00 feet to a point;

Thence South 03° 10' 25" West, across said 0.484 acre tract, a distance of 114.07 feet to the TRUE POINT OF BEGINNING, containing 0.024 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date



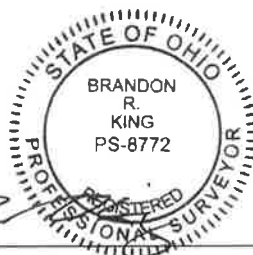
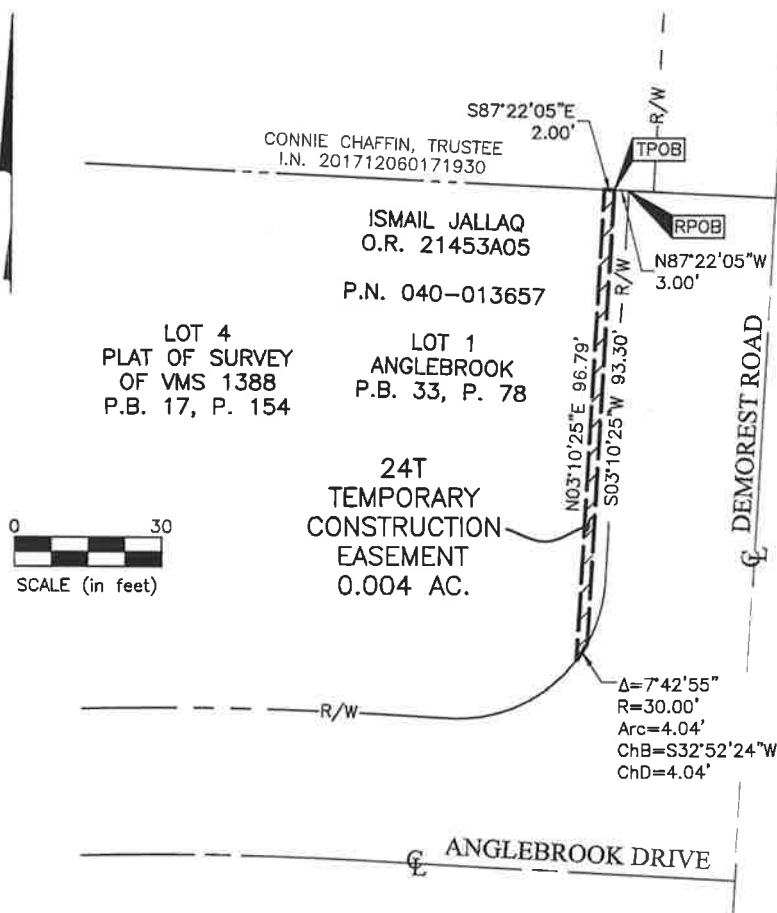
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.776.5500 Toll Free: 888.773.3648
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TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 30' Job No: 2020-1288 Sheet No: 1 of 1

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Xref: 20201288_LIMES_TEMP.DWG



By

Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

Date

6-4-2021

24T
TEMPORARY EASEMENT
0.004 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 1388, and being on, over and across Lot 1 of that subdivision titled "Anglebrook", of record in Plat Book 33, Page 78 as conveyed to Ismail Jallaq by deed of record in Official Record 21453A05 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said Lot 1, being in the southerly line of that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930 and in the westerly right-of-way line of Demorest Road;

Thence North 87° 22' 05" West, with the line common to said Lot 1 and said Connie Chaffin, Trustee tract, a distance of 3.00 feet to the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, across said Lot 1, a distance of 93.30 feet to a point on the arc of a curve in the northerly right-of-way line of Anglebrook Drive;

Thence with said northerly right-of-way line and the arc of a curve to the right, having a central angle of 07° 42' 55", a radius of 30.00 feet, an arc length of 4.04 feet, a chord bearing of South 32° 52' 24" West and a chord distance of 4.04 feet to a point;

Thence North 03° 10' 25" East, across said Lot 1, a distance of 96.79 feet to a point in the line common to said Lot 1 and said Connie Chaffin, Trustee tract;

Thence South 87° 22' 05" East, with said common line, a distance of 2.00 feet to the TRUE POINT OF BEGINNING, containing 0.004 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date

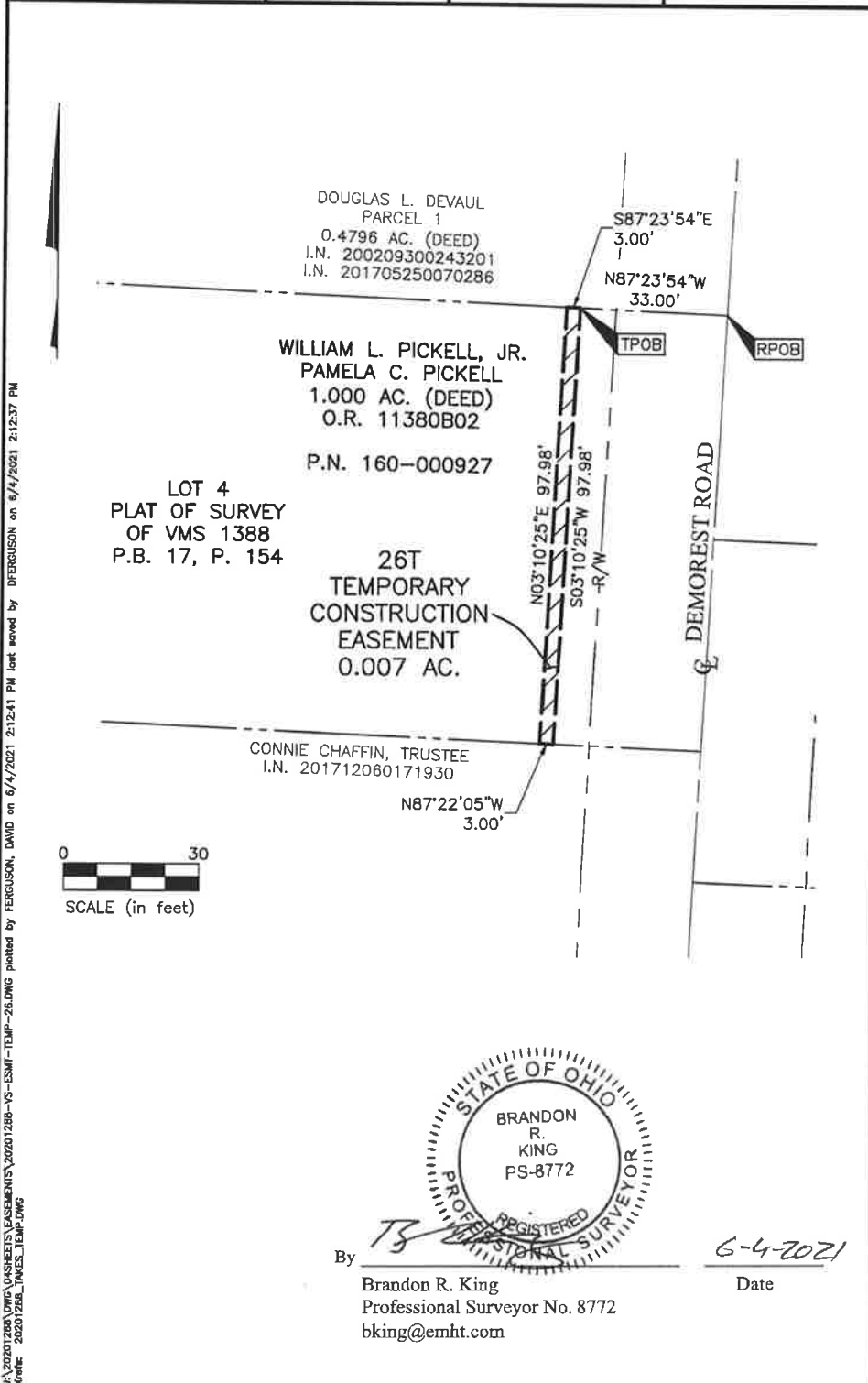


Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5000 New Albany Road, Columbus, OH 43054
phone: 614.773.4300 fax: 614.773.3648
emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 30' Job No: 2020-1288 Sheet No: 1 of 1



J:\2020\1288\DWG\ASSETS\EASEMENTS\20201288-VS-ESMT-TEMP-26L.DWG plotted by FERGOUSON, DAVID on 6/4/2021 2:12:41 PM last saved by FERGOUSON on 6/4/2021 2:12:37 PM
Title: 20201288_TAKES_TEMP.DWG

26T
TEMPORARY EASEMENT
0.007 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 1.000 acre tract conveyed to William L. Pickell, Jr. and Pamela C. Pickell by deed of record in Official Record 11380B02 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 1.000 acre tract and the southeasterly corner of that 0.4796 acre tract conveyed to Douglas L. DeVaul by deeds of record in Instrument Numbers 200209300243201 and 201705250070286, being in the centerline of Demorest Road;

Thence North 87° 23' 54" West, with the line common to said 1.000 and 0.4796 acre tracts, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, across said 1.000 acre tract, a distance of 97.98 feet to the line common to said 1.000 acre tract and that tract conveyed to Connie Chaffin, Trustee by deed of record in Instrument Number 201712060171930;

Thence North 87° 22' 05" West, with the line common to said 1.000 acre tract and said Connie Chaffin, Trustee tract, a distance of 3.00 feet to a point;

Thence North 03° 10' 25" East, across said 1.000 acre tract, a distance of 97.98 feet to a point in the line common to said 1.000 and 0.4796 acre tracts;

Thence South 87° 23' 54" East, with said common line, a distance of 3.00 feet to the TRUE POINT OF BEGINNING, containing 0.007 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.


Brandon R. King
Professional Surveyor No. 8772

6-4-2021
Date

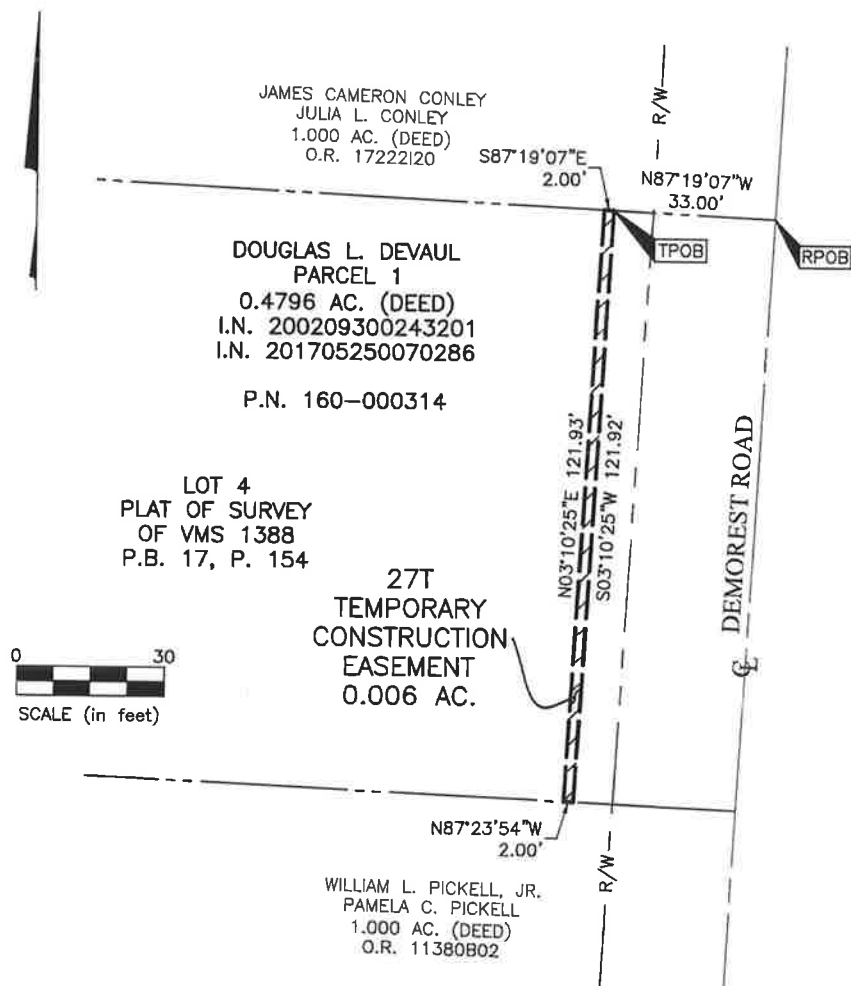


Evans, Mechwart, Hamilton & Titon, Inc.
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Phone: 614.775.4500 Fax: 614.775.5645
emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 30' Job No: 2020-1288 Sheet No: 1 of 1



By *Brandon R. King*
Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021
Date

J:\20201288\DWG\CASHIETS\EASEMENTS\20201288-VS-E3MT-TEMP-27.DWG plotted by FERGUSON, DAVID on 6/4/2021 2:17:13 PM last saved by FERGUSON on 6/4/2021 2:17:10 PM
Xref: 20201288_TAKES_TEMP.DWG

27T
TEMPORARY EASEMENT
0.006 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Virginia Military District Survey Number 1388, and being on, over and across that 0.4796 acre tract conveyed to Douglas L. DeVaul by deeds of record in Instrument Numbers 200209300243201 and 201705250070286 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 0.4796 acre tract and the southeasterly corner of that 1.000 acre tract conveyed to James Cameron Conley and Julia L. Conley by deed of record in Official Record 17222I20, being in the centerline of Demorest Road;

Thence North 87° 19' 07" West, with the line common to said 0.4796 acre tract and said Conley tract, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, across said 0.4796 acre tract, a distance of 121.92 feet to the line common to said 0.4796 acre tract and that 1.000 acre tract conveyed to William L. Pickell, Jr. and Pamela C. Pickell by deed of record in Official Record 11380B02;

Thence North 87° 23' 54" West, with said common line, a distance of 2.00 feet to a point;

Thence North 03° 10' 25" East, across said 0.4796 acre tract, a distance of 121.93 feet to the line common to said 0.4796 acre tract and said Conley tract;

Thence South 87° 19' 07" East, with said common line, a distance of 2.00 feet to the TRUE POINT OF BEGINNING, containing 0.006 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

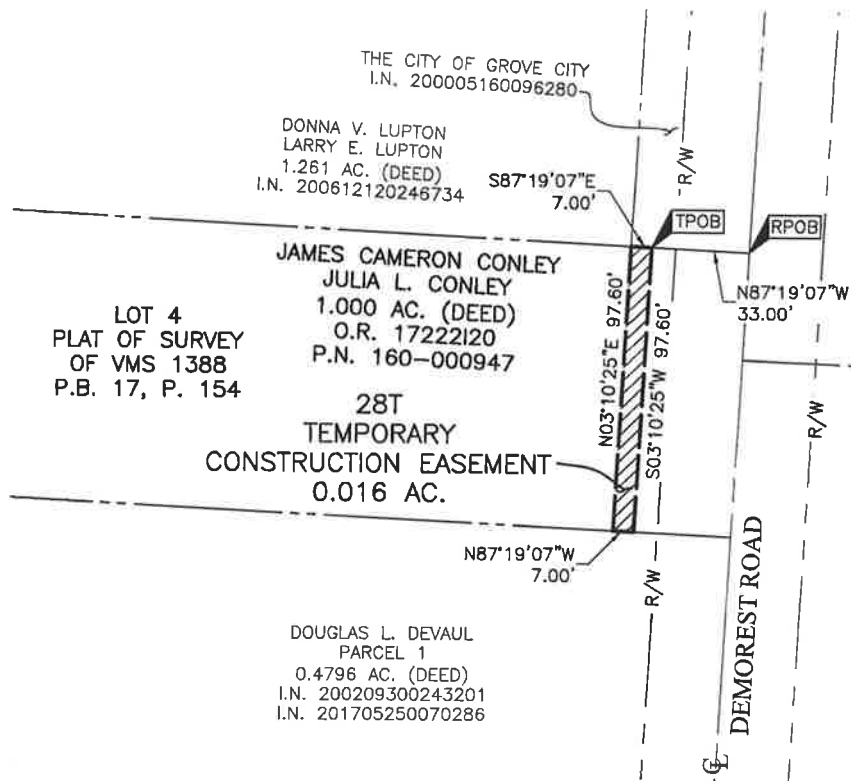


Evans, Mechwart, Hamilton & Titon, Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4300 Fax: 614.775.3648
emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 50' Job No: 2020-1288 Sheet No: 1 of 1



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Xref: 20201288_TAKES_TEMP.DWG



SCALE (in feet)



By Brandon R. King
Professional Surveyor No. 8772
bking@emht.com

6-4-2021

Date

28T
TEMPORARY CONSTRUCTION EASEMENT
0.016 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1388, being on, over and across that 1.000 acre tract conveyed to James Cameron Conley and Julia L. Conley by deed of record in Official Record 17222120 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 1.000 acre tract and the southeasterly corner of that tract conveyed to The City of Grove City by deed of record in Instrument Number 200005160096280, being in the centerline of Demorest Road;

Thence North 87° 19' 07" West, with the line common to said 1.000 acre tract and said The City of Grove City tract, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, across said 1.000 acre tract, a distance of 97.60 feet to a line common to said 1.000 acre tract and that 0.4796 acre tract conveyed as Parcel 1 to Douglas L. DeVaul by deeds of record in Instrument Numbers 200209300243201 and 201705250070286;

Thence North 87° 19' 07" West, with said common line, a distance of 7.00 feet to a point;

Thence North 03° 10' 25" East, across said 1.000 acre tract, a distance of 97.60 feet to the southwesterly corner of said The City of Grove City tract;

Thence South 87° 19' 07" East, with the line common to said 1.000 acre tract and said The City of Grove City tract, a distance of 7.00 feet to the TRUE POINT OF BEGINNING, containing 0.016 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Brandon R. King in black ink.

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date



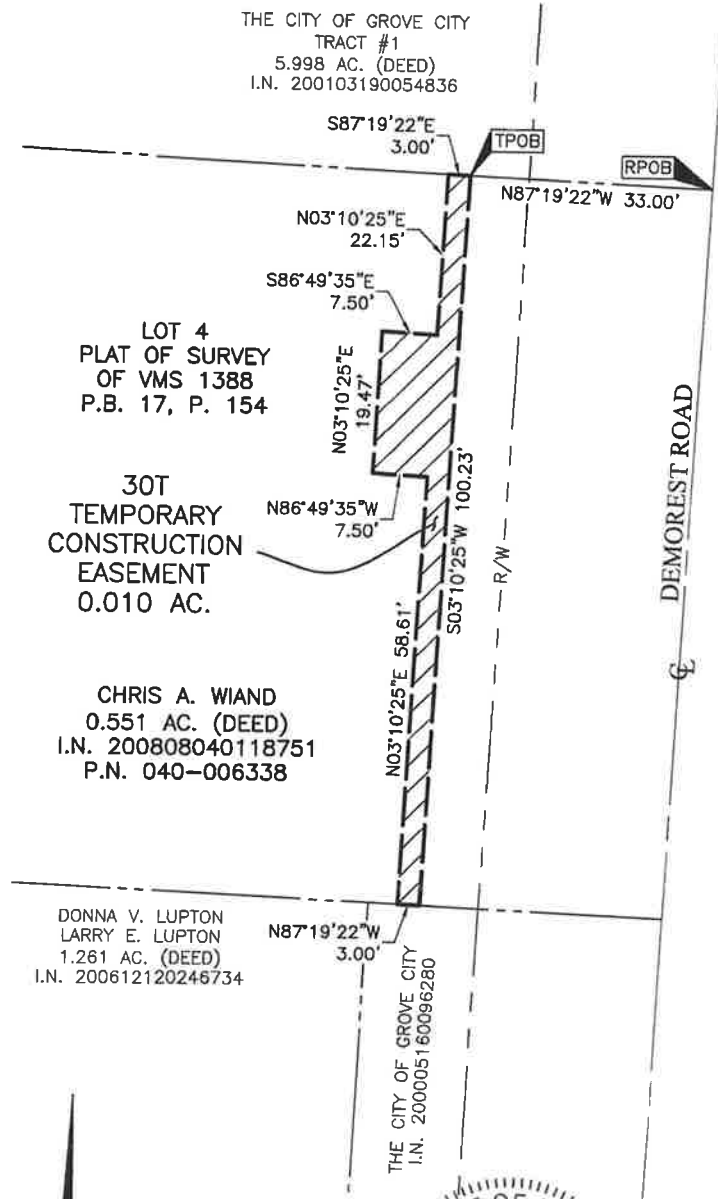
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 Engineers • Surveyors • Planners • Scientists
 5600 New Albany Road, Columbus, OH 43244
 Phone: 614.775.4300 Fax: 614.775.3648
 emht.com

TEMPORARY CONSTRUCTION EASEMENT

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1388
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 4, 2021 Scale: 1" = 20' Job No: 2020-1288 Sheet No: 1 of 1

20201288\DWG\ASSETS\ASSETS\20201288-VS-ESMT-TEMP-30.DWG plotted by FERUSON, DAW on 6/4/2021 2:25:38 PM last saved by FERUSON on 6/4/2021 2:25:33 PM
 20201288\DWG\ASSETS\ASSETS\20201288-VS-ESMT-TEMP-30.DWG



0 20
 SCALE (in feet)



By *Brandon R. King*
 Brandon R. King
 Professional Surveyor No. 8772
 bking@emht.com

6-4-2021
 Date

30T
TEMPORARY CONSTRUCTION EASEMENT
0.010 ACRE

A temporary easement in, upon and over the described real estates. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military District Survey Number 1388, being on, over and across that 0.551 acre tract conveyed to Chris A. Wiand by deed of record in Instrument Number 200808040118751 and part of Lot 4 of that Plat of Survey of VMS 1388, of record in Plat Book 17, Page 154 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the northeasterly corner of said 0.551 acre tract and the southeasterly corner of that 5.998 acre tract conveyed as Tract Number 1 to The City of Grove City by deed of record in Instrument Number 200103190054836, being in the centerline of Demorest Road;

Thence North 87° 19' 22" West, with the line common to said 0.551 and 5.998 acre tracts, a distance of 33.00 feet to the TRUE POINT OF BEGINNING;

Thence South 03° 10' 25" West, across said 0.551 acre tract, a distance of 100.23 feet to the line common to said 0.551 acre tract and that tract conveyed to The City of Grove City by deed of record in Instrument Number 200005160096280;

Thence North 87° 19' 22" West, with said common line, a distance of 3.00 feet to a point;

Thence across said 0.551 acre tract, the following courses and distances:

North 03° 10' 25" East, a distance of 58.61 feet to a point;

North 86° 49' 35" West, a distance of 7.50 feet to a point;

North 03° 10' 25" East, a distance of 19.47 feet to a point;

South 86° 49' 35" East, a distance of 7.50 feet to a point; and

North 03° 10' 25" East, a distance of 22.15 feet to a point in the line common to said 0.551 and 5.998 acre tracts;

Thence South 87° 19' 22" East, with said common line, a distance of 3.00 feet to the TRUE POINT OF BEGINNING, containing 0.010 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Brandon R. King

Brandon R. King
Professional Surveyor No. 8772

6-4-2021

Date

Date: 09/28/21
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Sponsor : Mr. Berry
Emergency: 30 Days: X
Current Expense:

No.: C-58-21
1st Reading: 10/04/21
Public Notice: 10/05/21
2nd Reading: 10/18/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-58-21

AN ORDINANCE TO AUTHORIZE THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A FRANCHISE AGREEMENT WITH LOCAL WASTE SERVICES, LLC FOR SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION, TRANSPORTATION AND DISPOSAL

WHEREAS, the City is in the final year of its garbage and refuse collection franchise issued under Chapter 725 of the Grove City Codified Ordinances; and

WHEREAS, to obtain the lowest price for the residents of the City of Grove City, the garbage and refuse collection franchise was bid jointly with Jackson Township, Hamilton Township, Norwich Township, the Village of Urbancrest, and the Village of Lockbourne; and

WHEREAS, the City of Grove City received two (2) sealed bids for the collection, transportation and disposal of solid waste, recycling and yard waste material as outlined in Chapter 725 of the Codified Ordinances of the City of Grove City, Ohio; and

WHEREAS, Local Waste Services, LLC ("Local Waste") was the lowest, best and most responsive bid for a period of five (5) years commencing January 1, 2022 through December 31, 2026.

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

SECTION 1. The Director of Public Service is hereby authorized to enter into a five (5) year Franchise Agreement with Local Waste Services, LLC for the purpose of collection, transportation and disposal of solid waste, recycling and yard waste material, as attached hereto as "Exhibit A".

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-58 -21
Exhibit "A"

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR
DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS
AND YARD WASTE GENERATED WITHIN THE CITY OF GROVE CITY, FRANKLIN
COUNTY, OHIO**

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of Grove City, Ohio (the "Collection Agreement") entered into this ____ day of _____, 2021, is by and between the City of Grove City, Ohio, with its principal office located at 4035 Broadway, Grove City, Ohio 43213 ("Participating Community"), and Local Waste Services, a limited liability company with an office located at 1300 South Columbus Airport Road, Columbus, Ohio 43207 ("Collection Contractor").

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the Participating Community may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the Participating Community; and

WHEREAS, the Participating Community has determined that it is in the best interests of the Participating Community and its Residents that the Participating Community arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during Special Events located within the Participating Community from a single Collection Contractor on an exclusive basis ("Collection Services"); and

WHEREAS, on May 6, 2021, the Participating Community, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2021 Solid Waste Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the Participating Community and its Residents; and

WHEREAS, following the June 10, 2021 official opening of the bids by the 2021 Solid Waste Consortium and consideration of bids for Collection Services, the Participating Community determined that the Collection Contractor is qualified to provide the Collection Services to the Participating Community and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the Participating Community has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201, unless otherwise required by the Participating Community; and Yard Waste shall be delivered to any Yard Waste Services provider that has a contract with SWACO or is otherwise approved by the Participating Community; and

WHEREAS, the above-enumerated facilities are the only Designated Facilities that the Collection Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor pursuant to this Collection Agreement; and

WHEREAS, the Participating Community and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

WHEREAS, the Participating Community and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I - DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II - AGREEMENT, TERM & RENEWAL TERMS

- 2.1. Agreement and Independent Collection Contractor Status.** The Participating Community hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Participating Community Facilities and during certain Special Events within the Participating Community to the Designated Facilities. Except in the event a Participating Community implements a Food Waste, Textile or other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.
- 2.2. Effective Date and Term.** This Collection Services Agreement shall be effective on the date of last execution.

The term of the Collection Services Agreement shall commence 12:01 a.m. on the 1st day of January, 2022 and expire at midnight on the 31st day of December, 2024. The Agreement shall be automatically renewed, and the term extended, for two additional consecutive one-year periods (commencing at 12:01 a.m. on the 1st day of January, 2025 and expiring at midnight on the 31st day of December, 2025, and commencing at 12:01 a.m. on the 1st day of January, 2026 and expiring at midnight on the 31st day of December, 2026, respectively).

The Participating Community has the option, at its sole discretion, to not renew this Agreement. To exercise this option, the Participating Community must provide notification of non-renewal to the Collection Contractor in accordance with Section 8.2 herein no later than June 1st of the year immediately preceding the commencement of the applicable one-year term. Any extensions to this Collection Agreement shall be sequential and continuous.

Additionally, the Participating Community agrees not to issue an invitation to bid for Collection Services to be provided during a period of time contemporaneous to any one-year extension term under

this Collection Agreement, unless the Participating Community has already issued a notice of non-renewal to the Collection Contractor in accordance with this Section.

- 2.3. Implementation Plan.** On or before October 1, 2021, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall provide to the Participating Community and SWACO the total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility). The Collection Contractor shall submit to the Participating Community and SWACO certification of the following: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles and type of vehicle (diesel, CNG), sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Collection Contractor's employees have been identified and completed training relating to the Participating Community-approved Collection Routes (required to be submitted the Participating Community for approval). The Participating Community may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that Participating Community-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete, if applicable; (e) that the Collection Contractor will deliver the Recyclable Materials to the Participating Community's Designated Facility for processing; and (f) that the Collection Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III - GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

- 3.1. Collection and Delivery Services.** The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, Residential Unit Equivalent, Participating Community Facilities and during Special Events located within the Participating Community.

All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the Participating Community-approved written notice specified in Section 2.3 and Section 4.4.

The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the Participating Community Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO or is otherwise approved by the Participating Community. The Collection Contractor shall pay to the owner or operator of the Participating Community-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste, Recyclable Materials and Yard Waste collected by the Collection Contractor and delivered to the Participating Community-Designated Facilities. The charge by the Participating Community-Designated Facilities shall be limited to the charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill or Transfer Station operated by SWACO, and rates and charges approved by SWACO at any SWACO-contracted Yard

Waste facility or such rates and charges applicable at Yard Waste facility otherwise approved by the Participating Community, and the rates and charges for Recycling Processing at the Participating Community's Designated Facility. Source-Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

- 3.2. Vehicles and Equipment.** The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. The Collection Contractor shall install, if not already installed, and use equipment capable of reading information on the Radio Frequency Identification (RFID) tag in collection vehicles used by the Collection Contractor. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Participating Community.

The Collection Contractor shall be responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Collection Contractor fails to adequately perform a cleanup required pursuant to this Section, the Participating Community shall have the right to perform such cleanup services using Participating Community employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

All vehicles and equipment may be inspected from time to time by the Participating Community to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Participating Community that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Participating Community, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Participating Community. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Participating Community.

- 3.3. Collection Contractor's Office and Telephone.** The Collection Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the Participating Community, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Participating Community. Provided that the Participating Community approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4. Collection Contractor Ability to Communicate with Vehicles in the Field.** The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the Participating Community, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

3.5. Employee Training. The Collection Contractor shall provide training in operations, approved Collection Routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6. Recyclable Materials Collection Containers. The Participating Community may provide Residential Units with a 64- or 96-gallon, wheeled collection container for Recyclable Materials, in which case the Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Participating Community-provided collection container. In the event a Resident chooses to rent an additional collection container(s) for Recyclable Materials, the Collection Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated in Exhibit G. In no event shall the Participating Community be responsible for the costs of such Contractor-provided collection container(s) for Recyclable Materials.

In the event that the Participating Community does not provide residents with collection containers for Recyclable Materials, the Collection Contractor shall provide each Residential Unit with one (1) 65-gallon (unless a different size is indicated in Exhibit E), wheeled and lidded recycling container at no additional charge. The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from the Collection Contractor-provided container or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. If the Participating Community has not provided Residential Units with a collection container, the Collection Contractor may also offer to rent an additional 48-, 64-, or 96-gallon, wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit G.

3.7. Solid Waste and Yard Waste Collection Containers. Unless otherwise provided by the Participating Community, Residents shall provide Solid Waste collection containers. Residents shall also provide containers for Yard Waste. The volume of Solid Waste and Yard Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall be unlimited, and the Collection Contractor shall collect such Solid Waste and Yard Waste. In the event a Resident chooses to rent a collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of Participating Community or Collection Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags or containers approved by the Participating Community and SWACO. Any containers shall be clearly identified as containing Yard Waste.

The Collection Contractor may offer to rent additional green, grey, brown, black, or a color approved by the Participating Community collection containers to the Residents at the price stated on Exhibit G. In the event a Resident chooses to rent an additional collection container from the Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit G. Cardboard containers shall be acceptable for bulk or loose materials. The Collection Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of Participating Community or Collection Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags or containers approved by the Participating Community and SWACO. Any containers shall be clearly identified as containing Yard Waste.

- 3.8. Collection of Bulk Items Included.** The Collection Contractor shall collect all Bulk Items, including but not limited to larger household objects such as furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. Bulk Items are defined in Exhibit A. Bulk Item collection does not include collection of a Judicial Set-Out Order/Eviction. The Owner of a Residential Unit may contract with any private hauler for collection of Solid Waste resulting from a Judicial Set-Out Order/Eviction or if collected by the Collection Contractor, the Collection Contractor may directly bill the Owner of the Residential Unit at the bid price stated in Exhibit G. Any appliances containing chlorofluorocarbon gas (CFC or freon) shall be subject to the requirements of Section 3.9. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Bulk Items collected by the Collection Contractor, including the number of individual Bulk Items or an estimated volume/tonnage.
- 3.9. Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Collection Contractor on the same day as the Participating Community-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Collection Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification and documentation that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The Participating Community shall not be responsible for the cost of CFC removal. In no event shall the Collection Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit G. Annually, or more frequently upon request of the Participating Community, the Collection Contractor shall provide a written report to the Participating Community of the Appliances containing CFCs collected by the Collection Contractor.
- 3.10. Collection of Home Remodeling Construction and Demolition Debris.** The Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Residents of the Participating Community.
- 3.11. Services at Participating Community Facilities.** The Collection Contractor shall provide collection containers to the Participating Community at the location, number, container type, container size and day of collection as stated on Exhibit E, which is attached hereto and incorporated by reference. The Collection Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Participating Community at no additional charge, provided that the Participating Community's requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Participating Community upon written notice to the Collection Contractor. The Collection Contractor shall provide Recyclable Material collection containers at any location identified on Exhibit E and provide collection and delivery to the Participating Community-Designated Facility for Recyclable Materials at no additional charge.
- 3.12. Collection at Special Events and Minor Remodeling Projects of Participating Community Buildings.** The Collection Contractor shall provide open top roll-off containers of up to forty (40)

yards capacity and disposal for Solid Waste and Recyclable Materials upon request of the Participating Community for Special Events, in the amount of containers and number of pulls included on attached Exhibit E. In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year for no more than two (2) pulls as requested by the Participating Community, and collect and dispose the Solid Waste in such additional containers without additional charge. The Collection Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any Participating Community Facility, up to five (5) pulls per year without additional charge.

The Collection Contractor shall provide up to four 30-yard solid waste collection containers, twice per year, for an annual total of eight 30-yard solid waste containers, at no cost to the Participating Community for community cleanups. The length of time for a community cleanup may last up to five days. For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. There shall be no costs for the community for this service and the bid price shall include this service.

Additional pulls may be requested at the price indicated on Exhibit G. Unless otherwise agreed in writing, no additional fee shall be charged to the Participating Community for these services notwithstanding the frequency of collections that may be required at Participating Community Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

- 3.13. Commercial Establishments Excluded.** This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the Participating Community, unless the Participating Community has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as Participating Community Facilities, Residential Units, or Residential Unit Equivalents.
- 3.14. Multi-Family Collection.** The Participating Communities desire to provide recycling opportunities for Multi-Family, as defined in Exhibit A. Pricing options for collection of Recyclable Materials shall be offered to local Multi-Family housing developments. The Collection Contractor is required to provide recycling to Multi-Family housing developments at the bid prices in Bid Form G, or lower, and contract directly with those Multi-Family housing developments that voluntarily choose to participate in the program.

ARTICLE IV - COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1. Collection Routes and Day of Collection.** In addition to the route information provided pursuant to Section 2.3, above, on or before October 1, 2021, the Collection Contractor shall furnish the following to the Participating Community, for approval: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, identification of any route not made pursuant to this Collection Agreement that is combined with a route under this Collection Agreement prior to transporting Solid Waste, Recyclable Materials, or Yard Waste to a Participating Community-Designated Facility, the number of Residential Units and Residential Unit Equivalents per route, the total number of Residential Units under the Contract, including currently unoccupied and vacant Residential Units that could receive service in the future, the total number of Residential Unit Equivalents under the Contract, and the addresses of all Residential Units and Residential Unit Equivalents under the Contract; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste

will be collected within the Participating Community (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the Participating Community.) The Collection Contractor shall not change the day of collection without written approval by the Participating Community. In the event such a change is approved by the Participating Community, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The Participating Community retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Participating Community-approved Collection Routes.

- 4.2. Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.
- 4.3. Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.4. Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail or, if preferred by the Residential Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only accepted Recyclable Materials and Yard Waste in the appropriate containers. Notice shall identify the Recyclable Materials and Yard Waste acceptable for processing, a contact telephone number for the Participating Community and the Collection Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any fuel price adjustments implemented pursuant to Section 6.5. The initial notice, including the procedures and obligations, shall be submitted to the Participating Community for approval. Subsequent notices shall be submitted to the Participating Community for approval not later than twenty (20) days prior to mailing to the Residential Units. The bid price shall include all costs associated with development and distribution of the written notice.
- 4.5. Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6. Procedure for Carry-out Collection Service.** The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Participating Community or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional

charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. In the event the Collection Contractor directly bills the Residents, the Participating Community shall not be responsible for the cost of Optional Carry-out Collection Service.

- 4.7. Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. Notwithstanding the foregoing requirements, all re-usable collection containers shall be returned in a manner and to a location such that the container does not create a hazard to pedestrians or motor vehicles. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. In the event the Participating Community notifies the Collection Contractor that the Collection Contractor has violated the requirements set forth in this section three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- 4.8. Damage to Collection Containers.** The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor-provided collection containers shall be maintained, repaired, and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.
- 4.9. Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall, except where prohibited pursuant to Section 4.11, collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the Participating Community with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Participating Community and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Participating Community and the Residents receiving the Collection Services.
- 4.10. Conduct of Collection Contractor and Its Employees.** The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, specifically including, but not limited to, applicable traffic laws as well as rules and regulations adopted by SWACO and the Franklin County District Board of Health. This includes, but is not limited to, SWACO's rules prohibiting Source Separated Recyclable Materials or Source Separated Yard Waste from being comingled with Solid Waste for delivery to the Franklin County Sanitary Landfill.

Notwithstanding any deduction pursuant to Section 6.2, any and all violations may be enforced in accordance with Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. When performing the Collection Services, the Collection Contractor's employees shall operate the Collection Contractor vehicles with due regard for the safety of all persons and property. The Participating Community may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Participating Community.

- 4.11. Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the Participating Community. This report shall be provided to the Participating Community at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the Participating Community may agree to utilize a different procedure, provided such agreement is in writing.
- 4.12. Collection Contractor's Response to Complaints.** The Participating Community shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the Participating Community to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the Participating Community at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.
- 4.13. Biannual Residential Recycling Participation Survey.** The Collection Contractor shall conduct a residential recycling participation survey in April and October of each contract year or other dates as indicated by the Participating Community and provide the survey results to the Participating Community and the Solid Waste Authority of Central Ohio no later than May 31st and November 30th of the survey year. The participation survey shall delineate the total number of households that participate in the recycling program by documenting whether a Recyclable Materials container is placed out for collection on a regularly scheduled collection day. The Collection Contractor shall conduct the survey for all Residential Units and Residential Unit Equivalents in the Participating Community during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of Residential Units and Residential Unit Equivalents eligible for service under the Contract. The participation survey shall be conducted during a collection week with regularly scheduled collection days, and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V - PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1. Performance Assurance.** The Collection Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition, including Force Majeure, which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the

Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Participating Community its written response to any such demand. In the event that the Participating Community does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Participating Community deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

- 5.2. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of two hundred and fifty thousand dollars (\$250,000.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Participating Community, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Participating Community accepts, in writing, a substitute surety.
- 5.3. Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Participating Community and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Participating Community. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- 5.4. Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Participating Community and authorized to do business in the State of Ohio. The Participating Community shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Participating Community promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Participating Community not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Participating Community at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5. Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Participating Community satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the Participating Community free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

5.6. Indemnification. The Collection Contractor shall save, indemnify and hold the Participating Community, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- a. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- b. is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

5.7. Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the Participating Community, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This Section shall survive expiration or earlier termination of this Agreement.

5.8. Indemnity Not Limited. In any and all claims against the Participating Community, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

5.9. Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Participating Community.

5.10. Covenant Not to Sue. During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the Participating Community or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the Participating Community.

ARTICLE VI - BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

6.1. Contractor to Bill and Obtain Payment of Service Charges From Residential Units. At the option of the Participating Community at any time during the term of the contract and as authorized by

Section 3707.43 or 505.27(A) and 505.31(B) of the Ohio Revised Code, the Collection Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Collection Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the Participating Community. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit G and, unless otherwise provided by this Collection Agreement, shall not contain any additional charges, including but not limited to charges for payment by credit card or automatic payment. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly (or monthly) invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

All fees for Collection Services collected by the Collection Contractor for the Participating Community shall be placed into and held in a separate and distinct account to the credit of the Participating Community. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Participating Community official is obtained. Within five (5) to seven (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of the Participating Community to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the Participating Community. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Participating Community within three (3) business days. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Collection Contractor billing service and pay the Collection Contractor directly for the services.

The Collection Contractor shall provide the Participating Community with quarterly statements reporting the addresses of all Residential Units that are delinquent in payment of Service Charges. An account is delinquent when it has not been paid for at least one prior quarter of Service Charges. In the event of non-payment by the Owner of a Residential Unit, the Collection Contractor shall continue to provide Collection Services in a like manner unless and until the Collection Contractor receives written notice from the Participating Community to suspend or terminate Collection Services at a particular address. During the first or any subsequent quarter of non-payment by the Owner of a Residential Unit, the Collection Contractor is permitted to take any commercially reasonable action to collect delinquent payments other than suspension or termination of service, but is not obligated to take any actions besides those outlined herein.

[OPTIONAL LANGUAGE IF COLLECTING DELINQUENT CHARGES THROUGH PROPERTY ASSESSMENT]

Following the first full quarter of non-payment of Service Charges, the Collection Contractor shall provide the Participating Community with an individual letter addressed to the Owner of each Residential Unit that is delinquent in payment of Service Charges. The letter is to be signed and sent via certified mail by the fiscal officer of the Participating Community to the Owner of the Residential Unit notifying the Owner of any unpaid Service Charges. The delinquency notice shall contain language approved by the Board advising the Owner that Service Charges are due and owing to the Participating Community, and the failure to pay the Service charges may result in additional late fees, reasonable interest, or costs of collecting delinquent charges to be assessed against the property, in addition to the Service Charges. The Collection Contractor shall be responsible for obtaining the Owner's address for the written demand, and shall be responsible for calculating the amount of payment due and owing for Service Charges. If the Collection Contractor is unable to ascertain the mailing address of the Owner of a Residential Unit that is delinquent, the Collection Contractor shall post a delinquency notice at the Residential Unit.

Following the commencement of the written demand process for any delinquent account, the Collection Contractor shall submit reconciliation reports to the Participating Community each quarter. Each report shall provide details on the status of all delinquent accounts, and shall include the cost of Service Charges as well as late fees, reasonable interest, or cost of collection, if applicable and charged by the Participating Community.

If the written demand does not result in payment within sixty (60) days, the Participating Community may proceed with further collection efforts pursuant to Section 505.29 of the Ohio Revised Code or applicable municipal ordinance(s). The unpaid Service Charges, as well as late fees, reasonable interest, or cost of collection, if applicable, shall constitute a lien upon the property served, and shall be collected in the same manner as other property taxes. When the Participating Community collects a past due amount for non-payment of Service Charges, the Participating Community shall promptly forward to the Collection Contractor no less than the full amount due and owing for the provision of Collection Services. The Participating Community may also include all or a portion of any late fee, reasonable interest, or cost of the collection of delinquent charges assessed to compensate the Collection Contractor on an equitable basis. The Participating Community may, upon ninety (90) days' notice to the Collection Contractor, terminate the Contractor billing service and pay the Contractor directly for the services.

- 6.2. Deductions from Collection Contractor's Invoice for Non-performance.** If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s), even if corrected within twenty-four (24) hours, the Participating Community may withhold Twenty-Five Dollars (\$25.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. If the miss or failed collection is not corrected by the Collection Contractor within twenty-four (24) hours after receiving a report of such miss, by the Participating Community or the owner or occupant of the Residential Unit, the Participating Community may withhold Fifty Dollars (\$50.00) per Residential Unit from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor. In the event that the Participating Community performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus fifty dollars (\$50.00) per hour for cleanup services performed by the Participating Community. If the Collection Contractor has violated the container handling requirements set forth in Section 4.7 three or more times in any ninety (90) day period, the Participating Community may, at the Participating Community's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion, including the first three occasions, from the quarterly payment due to Collection Contractor or from the quarterly release of funds held by the Collection Contractor. If the Collection Contractor commingles Source Separated Recyclable Materials or Yard Waste with Solid Waste for Disposal, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of one hundred dollars (\$100.00) per Residential Unit. In the event the Participating Community is charged by the Recyclable Materials processing designated facility for contaminated loads or excessive residuals, the Participating Community may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in Section 6.1, or invoice the Collection Contractor the amount of the charge.

The remedies available pursuant to this Section are in addition to any other remedies available to the Participating Community pursuant to this Collection Agreement, and the Participating Community's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Participating Community of the right to exercise any remedy in response to subsequent failures to perform. In addition, the Participating Community may direct that any of the above deductions

apply to the invoice for Service Charges for the Owner of a Residential Unit or Residential Unit Equivalent impacted by the Collection Contractor's non-performance.

- 6.3. Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Participating Community. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the Participating Community that Collection Services is not required at the unoccupied or vacant Residential Unit. The Participating Community shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the Participating Community or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.
- 6.4. Annual Review and Report.** The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:
- a. Records regarding Bulk Item as required by Section 3.8 herein;
 - b. Records regarding appliances containing CFCs as required by Section 3.9 herein;
 - c. Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
 - d. Records regarding any Residential Unit or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;
 - e. Results of the two residential recycling participation surveys and respective numbers of participants and non-participants, as required by Section 4.13 herein;
 - f. Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;
 - g. Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein;
 - h. A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
 - i. A record of the number of collection container types by volume and address within the Participating Community and collected by the Collection Contractor on each regular collection day, as required by Section 6.8 herein;
 - j. A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities, as required by Section 6.8 herein; and

- k. Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities, as required by Section 6.8 herein.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on an annual basis. Following the first year of the Term, the annual report containing data for the preceding calendar year shall be submitted no later than January 30th each remaining year of the Term.

Annually, the Collection Contractor and the Participating Community shall meet to establish, if needed, an updated number of Residential Units eligible under the Contract, including currently unoccupied and vacant Residential Units pursuant to Section 6.3 that could receive service in the future, an updated number of Residential Unit Equivalents, and an updated address list. The Collection Contractor and Participating Community shall also review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the Participating Community and its Residents and delivered to the Participating Community-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, there is a decrease in the average per household generation of Solid Waste of more than ten percent (10%), the per Residential Unit base-line charge included in Exhibit G, not including any fuel price adjustments, collection container rental charges, or other fees, shall be reduced as follows:

$$\text{Per Residential Unit base-line charge} = \frac{\text{Tonnage Decrease} \times \text{Tipping Fee}}{\# \text{ of Households}}$$

- 6.5. Adjustment for Changes in Cost of Fuel.** Either the Collection Contractor or the Participating Community may request a quarterly per Residential Unit fuel price adjustment for Collection Services in a form approved by the Participating Community. For purposes of this provision, a request for fuel price adjustment, upon approval by the Participating Community or Collection Contractor, as applicable, will result in an adjustment to the Collection Contractor's invoice received by the Participating Community or Residential Units. All fuel price adjustment requests and approvals shall be in writing and a copy shall be provided to SWACO. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base bid price per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average gasoline gallon equivalent of CNG fuel on June 9, 2021 (\$2.459) as determined by the IGS CNG fueling station located at 3909 Alum Creek Dr., Obetz, Ohio.

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of fuel, as reported by the Collection Contractor, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$.25) per gallon from the base price. Each twenty-five cent incremental (\$.25) change in the average price per gallon of

fuel, when compared with the base price per gallon for fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the Participating Community, (including miles traveled on the Collection Route, and average number of round trips to: the Franklin County Sanitary Landfill, Participating Community-Designated Recyclable Materials Facility, and Participating Community-Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = fuel price adjustment in \$.25 per gallon increments, divided by RU plus RUE, where RU = the number of Residential Units and RUE = the number of Residential Unit Equivalents .

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU+RUE}$$

The Collection Contractor shall notify owners and/or tenants of Residential Units or Residential Unit Equivalents of any fuel price adjustment made pursuant to this Section. Such notification shall be given no later than 30 days following approval of the fuel price adjustment and may be included in the notice required by Section 4.4 herein.

6.6. Permissible Pass-Through Charges. The following fees, rates, or charges shall be passed on by the Collection Contractor:

- a. Any and all governmental fee increases or decreases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the Participating Community-Designated Recycling Services and Yard Waste Services Facilities. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO;
- b. Any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill; and
- c. Any increase or decrease in a rate or charge incurred for disposal or processing of organics, Food Waste, or Yard Waste at a Designated Facility or SWACO-approved facility.

The Collection Contractor shall give the Participating Community and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

For Recyclable Materials Processing: (1/4) (per ton price difference) ÷ 12

For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

Any charge for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility shall be the sole responsibility of the Collection Contractor. If any such charges are assessed to the Collection Contractor, the Collection Contractor shall notify the Participating Community within 48 hours of receiving the charge.

6.7. Data Collection and Monthly Reporting. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Participating Community:

- a. A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Participating Community collected by the Collection Contractor on each regular collection day;
- b. A record of the number of collection container types by volume and address within the Participating Community collected by the Collection Contractor on each regular collection day;
- c. A record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the Participating Community pursuant to this Collection Agreement that the Collection Contractor delivers to the Participating Community-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Material or Yard Waste is delivered to the Participating Community-Designated Facilities;
- d. Copies of weight receipts and invoices that the Collection Contractor obtains from the Participating Community-Designated Facilities;
- e. Records regarding Bulk Item as required by Section 3.8 herein;
- f. Records regarding appliances containing CFCs as required by Section 3.9 herein;
- g. Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;
- h. Records regarding any Residential Units or Residential Units Equivalent not placing out collection containers on the collection day as required by Section 4.11 herein; and
- i. Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Recyclable Materials processing designated facility or yard waste processing facility, as provided for by Section 6.6 herein.
- j. The monthly average gasoline gallon equivalent priced of CNG fuel as determined by the IGS CNG fueling station located at 3909 Alum Creek Dr., Obetz, Ohio.

The Collection Contractor shall prepare such records and provide them to the Participating Community and SWACO on a monthly basis within thirty (30) days of the close of each month.

The Collection Contractor shall also utilize the data management system selected by the Participating Community and report volumes in tons collected of Solid Waste, Yard Waste and Recyclable Materials for the Participating Community for as long as the Solid Waste Authority of Central Ohio pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the Participating Community and to SWACO on a monthly basis within thirty (30) days of the close of each month.

- 6.8. Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit G. By agreement, either the Participating Community or the Collection Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

ARTICLE VII - BREACH, CURE, AND TERMINATION

- 7.1. Breach of Contract; Termination.** Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Participating Community may terminate

the Collection Agreement in the following manner: the Participating Community shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Participating Community with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Participating Community may terminate this Collection Agreement. Any such termination shall not take effect until the Participating Community is able to secure alternate or substitute performance for the Collection Services. The Participating Community may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Participating Community, in the exercise of the reasonable discretion of the Participating Community.

- 7.2. Surety or Participating Community Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Participating Community shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Participating Community is unable to provide or obtain cover, the effective termination date may be delayed by the Participating Community until the Participating Community completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Participating Community's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Participating Community has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Participating Community income taxes.
- 7.3. Termination for Change of Control of Collection Contractor.** The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Participating Community shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Participating Community is able to obtain alternate or substitute service.
- 7.4. Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the Participating Community, the Participating Community may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5. Expiration/Termination of Participating Community-Designated Facility Agreements.** The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain Participating Community-Designated Facilities. In the event of expiration or termination of

an agreement with a Participating Community-Designated Facility, and until notification by the Participating Community of an alternative facility selected by the Participating Community, the Collection Contractor shall be excused from delivering materials to the Participating Community-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the Participating Community's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate Participating Community-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of utilizing an alternate facility due to the expiration or termination of a Participating Community-Designated Facility agreement shall be documented and provided to the Participating Community. Any additional reasonable costs as determined by the Participating Community incurred by the Collection Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the Participating Community obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the Participating Community is able to issue a replacement Invitation to Bid. In the event of termination by the Participating Community as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1. **Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2. **Notices.** Unless stated otherwise herein, written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention _____ (name or title), and to the Participating Community, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3. **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Participating Community or the Collection Contractor arising out of a breach of this Collection Agreement by the Participating Community or the Collection Contractor shall be effective unless in writing signed by the Participating Community and the Collection Contractor.
- 8.4. **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5. **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6. **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.
- 8.7. **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Participating Community and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and

exclusive benefit of the Participating Community and the Collection Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

THE CITY OF GROVE CITY, OHIO

(Signature)

(Printed Name)

(Title)

(Date)

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

(Date)

EXHIBIT A

Defined Terms

2021 Consortium or 2021 Community Consortium: collectively City of Grove City, Hamilton Township, Jackson Township, Norwich Township, Village of Lockbourne, and Village of Urbancrest, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services.

Bid Bond: a bond ensuring the Participating Communities that the Successful Bidder will execute the agreements for the Collection Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Joint Bid Process.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

Bid Form: the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Collection Services and related services.

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances.

Carry-out Collection Services: the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than that defined as Curbside.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste, Recyclable Materials and/or Yard Waste by and between the Collection Contractor and a Participating Community.

Collection Contractor or Contractor: the individual or entity selected by the Participating Community for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Community.

Collection Routes: the route identified by the Collection Contractor pursuant to Section 4.1 of the Collection Agreement and approved by the Participating Community as per the Implementation Plan and identifies the mileage for purposes of Section 6.5 of the Collection Agreement.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, Residential Unit Equivalents, Municipal Facilities and during Special Events within the Participating Community.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by the Participating Community.

Disposal Service: the delivery and acceptance of Solid Waste at the Franklin County Sanitary Landfill (or any in-district transfer station owned and operated by SWACO).

Effective Date: the date of last execution of the Agreement for the Collection Services.

Food Waste: means (i) waste material of plant or animal origin, or a combination thereof, that results from the preparation or processing of food for animal or human consumption, (ii) that is separated by the generator from the municipal solid waste stream, and (iii) managed separately from other solid waste materials, including, but not limited to materials not capable of decomposing to compost. Food wastes may also include packaging, utensils, and food containers composed of readily biodegradable material capable of decomposition in accordance with the ASTM D6400 standard required for use. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Force Majeure: Any failure or delay in performance under this Agreement due to circumstances beyond a party's reasonable control that could not have been prevented or avoided if such party had exercised reasonable diligence, including, without limitation, Acts of God, war, terrorist acts, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

Franklin County Sanitary Landfill: the location where all Solid Waste must be ultimately delivered according to SWACO Rules, located at 3851 London Groveport Road, Grove City, Ohio, 43123.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, Franklin County, the Solid Waste Authority of Central Ohio or other public entity. A Governmental Fee does not include any charge by a private corporation.

Identified Facility or Designated Facility: the location or facility, within SWACO's jurisdiction or an associated SWACO facility, to which the Collection Contractor shall deliver all Solid Waste, Recyclable Materials or Yard Waste based upon agreements between the Participating Communities and such facilities, or SWACO Rules.

Invitation to Bid: the request of the Participating Communities to secure the Collection Services.

Joint Bid Process: the bidding process for the Collection Services and other optional services of the Participating Communities.

Judicial Set-Out Order/Eviction: When a court or landlord authorizes an eviction, the Residential Unit Owner is responsible for the clean-up of any remaining debris from the street following the eviction or court-ordered twenty-four (24) hour period. The Residential Unit Owner may contract with a private hauler or if collected by the Collection Contractor, the Collection Contractor may directly bill the Residential Unit Owner at the bid price on Exhibit G(II).

Multi-Family: A residential dwelling consisting of four (4) or more units, unless otherwise defined as a Residential Unit Equivalent by the Participating Community.

Municipal Facilities: Participating Community-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreement.

Notice of Award: written notification that a Bid has been accepted by the Participating Community for the Collection Contractor to provide the Collection Services.

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, for which the Participating Community is not responsible for the charge, including but not limited to Optional Carry-Out Collection Services; chlorofluorocarbon (CFC) removal; and rental or purchase of additional 95-, 65-, or 35-gallon collection containers.

Owner: the legal titleholder(s) of record of any Residential Unit or Residential Unit Equivalent within the Participating Community, according the property roll of the Franklin County Auditor or deed filed with the Franklin County Recorder.

Participating Communities: the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Collection Services, including City of Grove City, Hamilton Township, Jackson Township, Norwich Township, Village of Lockbourne, and Village of Urbancrest.

Participating Community: the City of Grove City, Ohio.

Participating Community-Approved Collection Route(s): the route showing the starting and ending points of collection within the Participating Community as approved by the Participating Community and the collection routes that the Collection Contractor shall use to provide the Collection Services.

Participating Community-Designated Facilities: the facilities where all Participating Community-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered; for Solid Waste, the Franklin County Sanitary Landfill located at 3851 London-Groveport Road,

Grove City, Ohio, 43123, or to any transfer station owned and operated by SWACO; for Recyclable Materials, Rumpke of Ohio, Inc. at 1191 Fields Avenue, Columbus, Ohio 43201; and for Yard Waste, any facility that has entered into an agreement with SWACO to provide Yard Waste Services, or any other facility designated by the Participating Community.

Performance Bond: the bond insuring performance of the Collection Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: not less than the following: steel cans, aluminum cans (including empty aerosol containers), plastic bottles, jugs, and polypropylene tubs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). Any other materials identified as acceptable by the Recycling Services processor shall also be included.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the Participating Community-Designated Facility.

Resident: an adult occupant, Owner or tenant of a Residential Unit or Residential Unit Equivalent.

Residential Unit or Units: all residential dwellings within the corporate limits of the Participating Community occupied by a family unit, and considered by the Participating Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Participating Community.

Service Charges: the fee charged by the Collection Contractor to an Owner or to a Participating Community for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge or pass through charges permitted by this Collection Agreement. No other charges shall be included. A Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during Participating Community-identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to Participating Community-wide designated clean-up weeks.

Successful Bidder: the Bidder the Participating Community concludes has submitted the lowest price and best Bid for the Collection Services, receiving a final Notice of Award.

Textiles or Other Reusable Items: materials, including but not limited to clothing and other household items, frequently donated or collected for reuse by governmental, non-profit or other private entities.

Transfer Station: either of the two in-district transfer stations operated by the Solid Waste Authority of Central Ohio, located at 4262 Morse Road, Gahanna, Ohio 43230 and 2566 Jackson Pike, Columbus, Ohio 43223; or any subsequent in-district transfer station owned or operated by the Solid Waste Authority of Central Ohio.

Yard Waste or Source-Separated Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than a fourth (1/4) of an inch in diameter, and similar material as meets the requirements for acceptance by the Yard Waste processing facility utilized by the Collection Contractor. During the term of this Agreement, the Participating Community may require collection of organics or Food Waste with Yard Waste. In the event the Participating Community implements a program for the collection of organics or Food Waste and requires the Collection Contractor to perform collection services of such materials, Food Waste shall be included in the definition of Yard Waste or Source-Separated Yard Waste for purposes of this Agreement.

Yard Waste Services: the acceptance and processing of Yard Waste by composting at a Participating Community-Designated Facility.

EXHIBIT B

Workers' Compensation Coverage

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to the Participating Community on a going-forward basis as Certificates expire.

EXHIBIT C

Implementation Plan Forms

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of Section 3929.02 of the Revised Code are held and firmly bound unto the community of _____, Ohio ("Beneficiary") in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Participating Community-Designated Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 20__, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____.

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT E

City of Grove City (contract starting 1-1-22)

Number of residential units: approximately 15,646

Approximate annual volume (all figures combined with Jackson Township); average 2017 – 2019

- Solid Waste = 14,899 tons
- Recyclable Materials = 3,285 tons
- Yard Waste = 1,913 tons

Current collection day(s): 5 days per week, see attached route map

Municipal facilities and special events requiring service:

The Contractor shall provide permanent collection containers to the City at the following locations at no additional charge to the City.

- **City Hall**, 4035 Broadway: Three 96-gallon solid waste collection containers; three 96-gallon recyclable materials collection containers.
- **Service Complex**, 3262 Ventura Blvd.: three 8-cubic yard solid waste dumpsters; one 8-cubic yard dumpster, rear load, for yard waste; one 8-cubic yard dumpster, rear load, for recyclable materials; one 20-yard solid waste roll-off, emptied 4 times per month, depending on season.
- **Safety Complex**, 3360 Park: one 8-cubic yard solid waste dumpster; three 96-gallon recyclable materials collection containers.
- **Fryer Park**, 3899 Orders Rd., by water tower: one 8-cubic yard dumpster for solid waste; one 8-cubic yard, rear load dumpster for recyclable materials.
- **Big Splash**, 2831 Southwest Blvd.: one 8-cubic yard solid waste dumpster; one 8-cubic yard, rear load dumpster for recyclable materials (note-this is a seasonal facility and services are required from approximately early April through mid-October, emptied 2 times per week).
- **Gantz Farmhouse**, 2255 Home Rd.: one 8-cubic yard, rear load dumpster for yard waste (note-this is a seasonal dumpster from April through October).
- **Evans Center**, 4330 Dudley Ave: one 8-cubic yard solid waste dumpster; 2 65 gallon recycling totes.

The Contractor shall collect all solid waste, recyclable materials and yard waste deposited in the collection containers provided by the Contractor once per week or as otherwise indicated above, unless additional collections are necessary at the discretion of the City, at no additional charge to the City. The exact number, size and location of the above collection containers may be modified within reason at the request of the City, with agreement by Contractor.

Upon request of the City for Special Events, the Contractor shall provide two (2) open top roll-off containers of up to twenty (20) yards capacity for solid waste and two (2) 8-cubic yard containers for recyclable materials, inclusive of disposal and processing at no additional charge, up to eight (8) times per year, upon two (2) weeks prior written notice. The Contractor shall also provide open top roll-off containers and collection services for the minor remodeling of any Municipal Facility upon request, inclusive of disposal charge, up to five (5) pulls per year.

Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

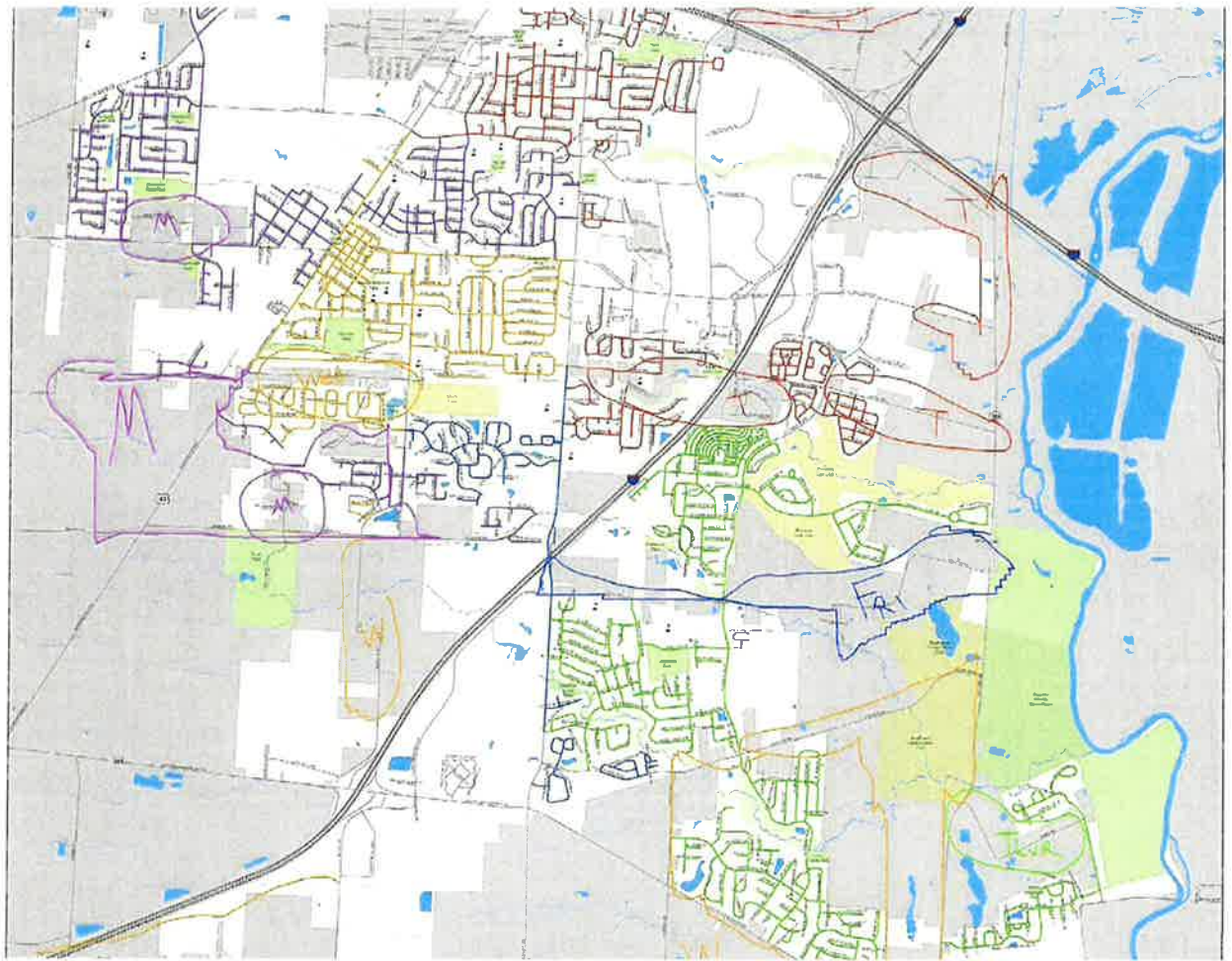


EXHIBIT F

Insurance Coverage Requirements
(please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. The Participating Community shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.



LOCAL-1

OP ID: MC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hosket Ulen Insurance Solutions LLC 6840 Riverside Dr Ste 400 Dublin, OH 43017 Mark W. Duncan		614.339.1771		CONTACT NAME: Hosket Ulen Insurance PHONE (A/C, No, Ext): 614.339.1771 E-MAIL ADDRESS: mike@hosketulen.com FAX (A/C, No): 614.339.1788	
INSURED Local Waste Services, LTD PO Box 359 Groveport, OH 43125				INSURER(S) AFFORDING COVERAGE INSURER A: EMC Insurance Co. NAIC # 25186 INSURER B: GuideOne National 14167 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		5X69885	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		5X69885	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Phys Dmg \$ ACV
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		5X69885	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		5X69885 OH STOP GAP	10/01/2020	10/01/2021	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability		APP90875151	10/01/2020	10/01/2021	Limit 3,000,000
A	Auto Pollution Lia		5X69885	10/01/2020	10/01/2021	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Local Waste Services, LTD 1300 S. Columbus Airport Rd. Columbus, OH 43207	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT G – BID FORMS – PART I

Per Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste

The 2021 Consortium III Communities are divided into two (2) groups as set forth in Exhibit G Part I(A) - (B); each Exhibit G Part I Bid Form and any bid price(s) submitted thereon shall apply only to the specific Participating Communities named on that particular Exhibit G Part I Bid Form. Bidders may submit a bid for one or both of the Participating Community groups (for example, a Bidder may choose to submit bids on the Exhibit G Part I(A), Exhibit G Part I(B) Bid Forms, or both Exhibit G Part I(A) and Exhibit G Part I(B) Bid Forms). However, if a Bidder chooses to submit a bid for a Participating Community group, the Bidder must submit a bid for all requested bids on the applicable Exhibit G Part I Bid Form, including but not limited to bid prices for all Participating Communities on the Bid Form and bids for both the "Status Quo" initial term and the extension terms. Bidders are also required to provide bid prices for the Part II, additional mandatory collection services. Bidders may, but are not required, to provide bid prices for the Part III, additional elective collection services. The bids submitted in Part II and Part III shall only apply to the Participating Community groups for which the Bidder submitted a bid under Part I.

Collection shall occur on the following days of the week:

COMMUNITY	SW/RM	YW
Grove City	Monday - Friday	Monday - Friday
Jackson Township	Monday - Friday	Monday - Friday
Urbancrest	Tuesday	Tuesday

COMMUNITY	SW/RM	YW
Hamilton Township	Friday	Friday
Norwich Township	Monday - Friday	Monday - Friday
Lockbourne	Thursday	Thursday

Unless specifically stated otherwise in the Bid Documents, all prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste. Finally, the Participating Communities have secured a bid price for the years 2022 through 2023, with an option to renew for 2024, 2025, and 2026, which utilizes a Recycling Processing Adjustment with a maximum price of \$35.00 per ton tipping fee, to be paid by the Collection Contractor, for Recyclable Materials delivered to Rumpke's Material Recovery Facility, 1191 Fields Avenue, Columbus, Ohio, which shall be the Participating Communities' Designated Facility for Recyclable Materials processing unless the Successful Bidder makes other Recyclable Materials processing arrangements, subject to the approval of each Participating Community. All prices shall also be inclusive of services provided to Municipal Facilities (Exhibit E) at no additional charge. The Participating Communities will accept alternative bids if changing the collection day(s) of week results in a lower price.

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EXHIBIT G – BID FORMS – PART I(A)

**STATUS QUO COLLECTION BIDS
Grove City, Jackson Township, and Urbancrest**

Resident-provided Solid Waste container, unlimited collection.

Solid Waste Containers and Collection

All Residents must supply their own Solid Waste collection containers or rent from the collection contractor. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited.

Recyclable Materials Containers and Collection

The collection contractor provides each Residential Unit or Residential Unit Equivalent with a 65-gallon Recyclable Materials collection container. All recyclables must be collected.

The Participating Community may provide each Residential Unit with a Recyclable Materials collection container prior to or during the term of the contract, in which case it shall become the exclusive container used for the collection of Recyclable Materials.

Yard Waste Containers and Collection

The Collection Contractor must also provide weekly Yard Waste collection, for which Residents must provide their own containers.

Bulk Collection

The Collection Contractor shall collect Bulk Items on the regularly scheduled collection day from the usual point of pickup at a Residential Unit.

Bid Entry Tables

Bidders shall provide a price for "Status Quo" service described above by entering the price in the bid entry table below for the initial three-year term and two optional one-year extensions.

Residential Unit per month bid price for collection, transportation and delivery
of Solid Waste, Recyclable Materials, and Yard Waste

Grove City, Jackson Township, and Urbancrest	
\$ 19.34	INITIAL THREE-YEAR TERM (1/1/22 - 12/31/24)
\$ 19.34	OPTIONAL ONE-YEAR EXTENSIONS (1/1/25 - 12/31/25)
\$ 19.34	OPTIONAL ONE-YEAR EXTENSIONS (1/1/26 - 12/31/26)

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

(Contractors are advised that they **shall** provide a bid price for the below additional services)

Per Residential Unit <u>quarterly</u> surcharge to provide <u>quarterly</u> billing services	\$ <u>1.95</u>
Per Residential Unit <u>monthly</u> surcharge to provide <u>monthly</u> billing services	\$ <u>1.95</u>
Per Residential Unit per month surcharge for performing Carry-Out Collection Services ²	\$ <u>25.00</u>
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	\$ <u>100.00</u>
Provision of and each per pull charge for an additional container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>125.00</u>
Provision of and each per pull charge for an additional container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>150.00</u>
Provision of and each per pull charge for an additional container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>175.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to twenty (20) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>425.00</u>

² The Contractor is required to provide an **optional** add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service.

Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>450.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement)	\$ <u>500.00</u>
Per Residential Unit per month surcharge for the Rental of 95 gal., 65 gal., and 35 gal. Solid Waste or Recyclable Materials collection container	\$ 3.50 (95) \$ <u>3.50</u> (65) \$ <u>3.50</u> (35)
Per Residential Unit surcharge for collection, transportation and delivery for disposal of residential tenant's belongings per Judicial Set-Out Order/Eviction.	\$ <u>450.00</u>
Per Residential Unit surcharge for delivery of a smaller or larger collection container at Resident request after implementation plan expires	\$ <u>10.00</u>

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<u>Additional Recyclable Materials Collection for Municipal Facilities and Special Events</u>	Pulls/Collections Per Week*					
	1	2	3	4	5	6
Container Size						
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 20.00	\$ 40.00	\$ 60.00	\$ 80.00	\$ 100.00	\$ 120.00
2 to 3 cubic yards	\$ 85.00	\$ 170.00	\$ 255.00	\$ 340.00	\$ 425.00	\$ 510.00
4 cubic yards	\$ 95.00	\$ 190.00	\$ 285.00	\$ 380.00	\$ 475.00	\$ 570.00
6 cubic yards	\$ 125.00	\$ 250.00	\$ 375.00	\$ 500.00	\$ 625.00	\$ 750.00
8 cubic yards	\$ 150.00	\$ 300.00	\$ 450.00	\$ 600.00	\$ 750.00	\$ 900.00
10 cubic yards	\$ 190.00	\$ 380.00	\$ 570.00	\$ 760.00	\$ 950.00	\$ 1,140.00
6-cubic yd. compactors	\$300.00	\$ 600.00	\$ 900.00	\$ 1,200.00	\$ 1,500.00	\$ 1,800.00
8-cubic yd. compactors	\$ 400.00	\$ 800.00	\$ 1,200.00	\$ 1,600.00	\$2,000.00	\$ 2,400.00
30-cubic yd compactors	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00	\$ 6,000.00
35-cubic yd compactors	\$ 1,500.00	\$ 3,000.00	\$ 4,500.00	\$ 6,000.00	\$ 7,500.00	\$ 9,000.00

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and/or processing. There shall be no rental fee or any charge for provision of the container or compactor.

EXHIBIT G – BID FORMS – PART III

ADDITIONAL ELECTIVE COLLECTION SERVICES

<u>Recyclable Materials Collection for Multi-Family*</u>	<u>Pulls/Collections Per Week*</u>					
Container Size	1	2	3	4	5	6
Cart/tote up to ½ cubic Yard or ≈ 96 gallon	\$ 20.00	\$ 40.00	\$ 60.00	\$ 80.00	\$ 100.00	\$ 120.00
2 to 3 cubic yards	\$ 85.00	\$ 170.00	\$ 255.00	\$ 340.00	\$ 425.00	\$ 510.00
4 cubic yards	\$ 95.00	\$ 190.00	\$ 285.00	\$ 380.00	\$ 475.00	\$ 570.00
6 cubic yards	\$ 125.00	\$ 250.00	\$ 375.00	\$ 500.00	\$ 625.00	\$ 750.00
8 cubic yards	\$ 150.00	\$ 300.00	\$ 450.00	\$ 600.00	\$ 750.00	\$ 900.00
10 cubic yards	\$ 190.00	\$ 380.00	\$ 570.00	\$ 760.00	\$ 950.00	\$ 1,140.00
6-cubic yd. compactors	\$ 300.00	\$ 600.00	\$ 900.00	\$ 1,200.00	\$ 1,500.00	\$ 1,800.00
8-cubic yd. compactors	\$ 400.00	\$ 800.00	\$ 1,200.00	\$ 1,600.00	\$ 2,000.00	\$ 2,400.00
30-cubic yd compactors	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00	\$ 6,000.00
35-cubic yd compactors	\$ 1,500.00	\$ 3,000.00	\$ 4,500.00	\$ 6,000.00	\$ 7,500.00	\$ 9,000.00

* While not as an exclusive hauler, such pricing shall be made available to Multi-Family, as defined in Exhibit A.



Billing Policy

Local Waste Services billing policy consists of four (4) quarterly bills sent to all customers at the beginning of each billing quarter. All customers remaining unpaid after 30 days will receive a reminder letter pertaining to their past due balance. LWS will assess a \$3.00 fee for any past due letter issued. After 60 days from the original bill date any remaining unpaid customers will be placed on service suspension until balance is paid in full or proper payment arrangements are made.

Please see the following example:

- 2nd Quarter billed April 1, 2021 for services in April, May, and June.
 - Payment is due April 30th, 2021 or a late fee of \$3 is assessed.
 - May 1st, 2021 a past due reminder is sent to all unpaid customers.
 - June 1st, 2021 any remaining unpaid customers will have their services suspended until balance is paid in full, or other acceptable payment arrangements have been made.
 - July 1st, 2021 any unpaid charges from the April billing will be sent to a collection agency; additional fees will be applied to resume services.
- + Please note: A previous balance left by a tenant or occupant must be paid before services will be restarted at that address so long as ownership of the property has not changed.

localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43267



Local Waste Services Credit Card and EFT Policy

Local Waste Services offers their customers the option to pay using a credit card or EFT (checking account). In order to provide the most competitive pricing for all residents, Local Waste Services passes along a portion of the related processing fees to the customers who take advantage of these payment options. The convenience fees for processing are as follows:

Credit Card: \$1.99 per payment

EFT: \$0.60 per payment

If a customer elects to enroll in the Automatic Payment Program, they will experience the following reduced convenience fees:

Credit Card: \$1.50 per payment

EFT: \$0.50 per payment

*Please note that for the Automatic Payment Program, payments will only be processed for residential customers once quarterly unless a proration occurs after a typical quarterly bill.

localwasteservices.com

614-409-9375

**1300 S. Columbus Airport Rd.
Columbus, OH 43207**



Service Guidelines

- + Please have your materials out by 7:00 a.m. on your scheduled pick-up day.
- + Please place materials in bags or containers -- do not exceed 50 lbs.
- + Bulk items and additional material will be collected at the same time as all other items.
- + Bush must be tied in bundles not exceeding 4ft. x 2ft.
- + Please have yard waste in biodegradable brown paper bags or in containers that are clearly marked 'Yard Waste Only' -- stickers are available at the municipal building
- + Please contact our office for collection of Freon based appliances (\$100 disposal fee per item).
- + "Missed" materials may only be returned for within 24-hour notice.
- + Please wrap mattresses and box springs in plastic as well as any upholstered furniture that may be infested with bugs.

Uncollectable Items

- Tires
- Lead Acid Batteries
- Large Automobile Parts
- Household Hazardous Waste
- Liquid Paints / Oil
- Move In/Out & Large Bulk & Construction Debris Set Outs

Recycling Policy

- + All recyclable materials are collected by same truck & separated at recycling center.
- + Do not bundle or bag materials -- place loosely in bins.
- + Plastic grocery bags are NOT accepted -- please return to grocery store.
- + Window glass and glass dishes are NOT recyclable.

Recyclable Items

- + See attached

Holiday Schedule

- + If a holiday falls on or before your collection day, service is delayed one day, that week only.
- + If the holiday falls on a Saturday or Sunday there will be NO change in your scheduled pick up day.

Holiday	2021	2022	2023
New Year's Day	Friday 1/1/21	Saturday -- No delay	Sunday -- No delay
Memorial Day	Monday 5/31/21	Monday 5/30/22	Monday -- 5/29/23
Independence Day	Sunday -- No delay	Monday 7/4/22	Tuesday -- 7/4/23
Labor Day	Monday 9/6/21	Monday 9/5/22	Monday -- 9/4/23
Thanksgiving Day	Thursday 11/25/21	Thursday 11/24/22	Thursday -- 11/23/23
Christmas Day	Saturday -- No delay	Sunday -- No delay	Monday -- 12/25/23

localwasteservices.com

614-409-9375

1300 S. Columbus Airport Rd.
Columbus, OH 43207



SWACO has teamed up with your community because we know we can do better. Tell a neighbor or share with your kids—if we work as a community, we can lessen the impact on our landfills.
Let's make a difference.

Recycle



Paper & Cardboard

Break down and flatten cardboard boxes.



Plastic Bottles, Jugs & Tubs

Lids and labels accepted..



Glass Bottles & Jars

All colors of glass are accepted.



Metal Cans

Labels are accepted. Remove aerosol tips.



Cartons

Please rinse and remove lids.



Keep them loose

Don't bag items.

Not Accepted



No Plastic Bags

These may be returned to retail stores.



No Tangles

Hoses, wires, chains, clothing or electronics.



No Cups

Coffee or Party.



No Plastic or Foam Food Containers

For questions, resources, and info on how and where to recycle, donate, or dispose of items, visit RecycleRight.org



Technology

Local Waste Services is committed to utilizing technology to continuously improve our processes. Over the last several years, Local Waste Services has made countless investments in technology by implementing:

- Routing Software
 - Real-time updates linked to customer service
 - Route pictures attached to customer's accounts
 - GPS tracking features
 - On board computer
- Fleet Camera System
 - Each truck has been outfitted with at least 5 cameras allowing us to monitor our drivers and ensure collection is completed to our standards.
 - Building upon our culture of safety



localwasteservices.com

614-409-9375

1300 S. Columbus Airport Rd.
Columbus, OH 43207



20180507 85707

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20180423 74017

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20180312 91302

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20180212 75833

[Hide](#)



20180212 75828

localwasteservices.com

614-409-9375

1300 S. Columbus Airport Rd.
Columbus, OH 43267

Cust#	Name	Service Address
01-0116724	RESIDENT	2387 TREMONT RD
Scan Date		
More Info		

Date	Day	Time Arr	Time Dep	Service/Delay	Weight	Rin#	Sz/Cg	Load#	Route	Truck	Driver	W/O#	Qty
8/13/18	MON	8:35	8:35	COMPLETE	.00	1			T156	256	CCATT		1.00
8/13/18	MON	7:40	7:40	COMPLETE	.00	2			R154	254	FMURP		1.00
8/06/18	MON	8:25	8:25	SKIP	.00	1			T156	256	DGOIH		1.00
8/06/18	MON	7:56	7:56	COMPLETE	.00	2			R154	254	FMURP		1.00
7/30/18	MON	8:27	8:27	COMPLETE	.00	1			T156	256	DGOIH		1.00
7/30/18	MON	7:40	7:40	COMPLETE	.00	2			R154	254	FMURP		1.00
7/23/18	MON	8:26	8:26	SKIP	.00	1			T156	256	DGOIH		1.00
7/23/18	MON	7:50	7:50	COMPLETE	.00	2			R154	254	FMURP		1.00
7/16/18	MON	8:38	8:38	COMPLETE	.00	1			T156	256	DGOIH		1.00
7/16/18	MON	7:44	7:44	COMPLETE	.00	2			R154	254	FMURP		1.00
7/09/18	MON	9:22	9:22	COMPLETE	.00	1			T156	256	DGOIH		2.00
7/09/18	MON	7:46	7:46	COMPLETE	.00	2			R154	254	FMURP		1.00
7/02/18	MON	8:03	8:03	COMPLETE	.00	1			T156	256	DGOIH		1.00
7/02/18	MON	7:55	7:55	COMPLETE	.00	2			R154	254	FMURP		1.00
6/25/18	MON	7:50	7:50	COMPLETE	.00	1			T156	256	DGOIH		1.00
6/25/18	MON	7:49	7:49	COMPLETE	.00	2			R154	254	UMDOR		1.00



CNG Fuel Costs

To determine a baseline price for CNG fuel, Local Waste Services utilizes the retail rate at the IGS CNG fueling station located at 3909 Alum Creek Dr, Obetz, OH, which on June 9th, 2021 was \$2.459 per GGE (gasoline gallon equivalent). This base rate shall be used to review pricing quarterly as outlined for diesel fuel in section ARTICLE II section 6.4.

localwasteservices.com
614-409-9375
1300 S. Columbus Airport Rd.
Columbus, OH 43207

Date: 09/28/21
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Sponsor : Mr. Berry
Emergency: 30 Days: X
Current Expense:

No.: C-59-21
1st Reading: 10/04/21
Public Notice: 10/05/21
2nd Reading: 10/18/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-59-21

AN ORDINANCE TO AUTHORIZE THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. FOR ACCEPTANCE AND PROCESSING OF RECYCLABLE MATERIALS

WHEREAS, the City is in the final year of its garbage and refuse collection franchise issued under Chapter 725 of the Grove City Codified Ordinances; and

WHEREAS, in addition to garbage and refuse collection, the City also bid for the acceptance and processing of recyclable materials; and

WHEREAS, to obtain the lowest price for the residents of the City of Grove City, the acceptance and processing of recyclable materials was bid jointly with Jackson Township, Hamilton Township, Norwich Township, the Village of Urbancrest, and the Village of Lockbourne; and.

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

SECTION 1. The Director of Public Service is hereby authorized to enter into a Five (5) year Agreement with Rumpke of Ohio, Inc. for the purpose of accepting and processing recyclable materials, as attached hereto as "Exhibit A".

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Exhibit "A"

**AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF
RECYCLABLE MATERIALS GENERATED IN AND COLLECTED
FROM THE CITY OF GROVE CITY, OHIO**

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City of Grove City, Ohio ("Agreement" or "Recycling Services Agreement") entered into this ____ day of _____ 2021, is by and between the community of City of Grove City, Ohio ("Participating Community"), with its offices located at 4035 Broadway, Grove City, Ohio 43123, and Rumpke of Ohio, Inc. ("Contractor"), a corporation with an office located at 3990 Generation Drive, Cincinnati, Ohio 45251-4906.

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the Participating Community may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Participating Community; and

WHEREAS, the Participating Community has determined that it is in the best interests of the Participating Community and its residents that the Participating Community arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units, Residential Unit Equivalents and Municipal Facilities and during Special Events located within the Participating Community from a single Contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, on February 18, 2021 and on February 25, 2021, the Participating Community, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2021 Solid Waste Consortiums"), invited through advertisement in the Daily Reporter qualified providers of the Recycling Services to submit bids to provide Recycling Services on the terms and conditions contained herein; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as Rumpke Recycling and located at 1191 Field Road, Columbus, Ohio 43201 ("Identified Facility"); and

WHEREAS, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

WHEREAS, the Participating Community has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the Participating Community; and

WHEREAS, in reliance upon the Contractor's Bid, the Participating Community requires that the Collection Contractor deliver all Recyclable Materials to the Contractor's Identified Facility for processing by the Contractor; and

WHEREAS, the Participating Community desires to accept the Contractor's Recycling Services Bid and engage the Contractor to be the sole provider of Recycling Services; and

WHEREAS, the Participating Community and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein shall be defined in Exhibit A, which is attached and incorporated.

ARTICLE II - TERM

- 2.1. Term of Agreement.** The term of this Agreement shall commence on January 1, 2021, upon its execution by both parties hereto and shall continue for two (2) years. The Agreement shall automatically renew for three additional one-year term(s) unless, at the sole discretion of the Participating Community, the Participating Community provides notice of termination within thirty (30) days of the renewal date. The Participating Community shall have a right to terminate at any time for cause. Cause includes but is not limited to violation of the terms of this Agreement, substantial non-performance, or as set forth in in paragraph 3.5 herein.

ARTICLE III – CONTRACTOR'S OBLIGATIONS

- 3.1. Recycling Services.** The Contractor agrees to accept any and all Recyclable Materials identified on the Bid Form, attached hereto and incorporated herein as Exhibit C, generated and collected from within the Participating Community and delivered to the Contractor's Identified Facility by the Participating Community's Collection Contractor, the Participating Community or its Residents during the term and any renewal term of this Agreement. The Contractor shall make such Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 am and 12:00 p.m. on Saturdays, exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- 3.2. Charges for Recycling Services.** The Contractor agrees that it shall charge the Collection Contractor or pay to the Participating Community a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit C, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the Participating Community or its Residents ("Contractor Charge").
- 3.3. Recyclable Materials.** The Successful Bidder shall accept and process for recycling not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.
- 3.4. Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit B, executed by a duly authorized surety, acceptable to the Participating Community in all respects, or such other security acceptable to the Participating Community, in the amount of twenty-five thousand dollars (\$25,000.00).

- 3.5. Performance Assurance.** The Contractor shall immediately report to the Participating Community any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the Participating Community's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the Participating Community shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the Participating Community its written response. In the event that the Participating Community, in good faith, does not agree that the Contractor's response provides adequate assurance of future performance to the Participating Community and its Residents, the Participating Community may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement and terminate the Agreement or take such other action the Participating Community deems necessary to assure that the Recycling Services will be provided to the Participating Community and its Residents.
- 3.6. Notice Requirement.** The Contractor shall immediately notify the Participating Community of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the Participating Community delivered by the Collection Contractor for processing unless and until the Participating Community has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.
- 3.7. Environmental Indemnification.** The Contractor shall save, indemnify and hold the Participating Community, its members of council, employees, agents, officers and consultants (each a "Participating Community Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Participating Community Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any Participating Community Indemnatee shall promptly notify Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section 3.7 shall survive expiration or earlier termination of this Agreement.
- 3.8. Employment Practices.** The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.
- 3.9. Compliance with Applicable Laws.** The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio (including Rule 4-2017) and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.
- 3.10. Volume of Generation.** The Contractor acknowledges that the Participating Community makes no commitment that any specific amount of Recyclable Materials will be available for processing.

- 3.11. Records and Inspections.** The Recycling Services Contractor shall permit representatives of the Participating Community, at the Participating Community's sole expense, to inspect the Designated Facility and obtain copies of Recyclable Materials log sheets, weight tickets, gate receipts, and any documents relevant to processing fees and rebates that are maintained by the Designated Facility for incoming, outgoing, delivery to market, or sale of Recyclable Materials and residual Solid Waste attributable to the Participating Community. Any such inspection or copying requested by the Participating Community shall be conducted during the Designated Facility's normal business hours and the Participating Community shall give the Recycling Services Contractor at least twenty-four (24) hours prior notice of any such inspection or copying. In the event that the Participating Community requests copies of log sheets, weight tickets, gate receipts, or any documents relevant to processing fees and rebates, the Recycling Services Contractor agrees to make such copies available to the Participating Community within a reasonable time.

ARTICLE IV – MISCELLANEOUS

- 4.1. Bid Forms.** The Bid Form attached as Exhibit C is hereby incorporated. In the event of any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.
- 4.2. Entire Agreement.** This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.
- 4.3. Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested to the Contractor, attention _____, and to the Participating Community, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.
- 4.4. Waiver.** No waiver, discharge, or renunciation of any claim or right of the Participating Community or the Contractor arising out of a breach of this Agreement by the Participating Community or the Contractor shall be effective unless in writing signed by the Participating Community and Contractor.
- 4.5. Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 4.6. Unenforceable Provision.** If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.
- 4.7. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party, provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations without the express written consent of the Participating Community, which consent may be withheld for any reason or for no reason.
- 4.8. Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the Participating Community and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Participating Community and the Contractor and not for the benefit of any other party

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

THE CITY OF GROVE CITY, OHIO

(Signature)

(Printed Name)

(Title)

Contractor must indicate whether Corporation, Partnership, Limited Liability Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

[CONTRACTOR]

(Signature)

(Printed Name)

(Title)

(Street Address)

(City/State/Zip)

EXHIBIT A

DEFINED TERMS

The 2021 Consortium I and 2021 Consortium III ("2021 Consortiums"): collectively, the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest, each located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services.

Bid Bond: a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid or requests for proposals by the Participating Communities.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to the Recycling Services Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the acceptance and processing of Recyclable Materials.

Bid Process: the bidding process for the Recycling Services designed by the Participating Communities.

Collection Contractor: an individual or entity selected by the Participating Communities for the collection of Solid Waste, Recyclable Materials and/or Yard Waste at Residential Units, Municipal Facilities and during Special Events within the Participating Communities, if any.

Effective Date: the date of last execution of the Recycling Services Agreement.

Identified Facility or Designated Facility: the facility or location where all Recyclable Materials generated in the Participating Communities must be delivered upon commencement of Recyclable Services Agreement.

Invitation to Bid: the request of the Participating Communities to secure the Recycling Services.

Legitimate Recycling Facility: an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%)

of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

Multi-Family: Municipal Facility pricing options for collection of recyclable materials will also be offered to local commercial business and multi-family housing developments by the Collection Contractor, although neither will be required to use the service. The Collection Contractor is required to provide recycling to local business and multi-family developments at the bid prices and contract directly with those business and multi-family developments that voluntarily choose to participate in the program. The Successful Bidder shall accept the recyclable materials generated from Multi-Family collected by the Collection Contractor.

Municipal Facilities: Participating Community-owned buildings, parks, and/or other locations which may be a source of Participating Community-generated Recyclable Materials.

Notice of Award: written notification that a Bid has been accepted for the Recycling Services.

Participating Community: the City of Grove City, Ohio.

Participating Communities: the following political subdivisions, located within the jurisdiction of the Solid Waste Authority of Central Ohio and participating in a Joint Bid Process to obtain the Recycling Services, including the Cities of Bexley, Dublin, Gahanna, Grove City, New Albany, Reynoldsburg, and Westerville; Blendon, Hamilton, Jackson, Mifflin, Norwich, Plain, and Washington Townships; and the Villages of Lockbourne and Urbancrest.

Performance Bond: the bond insuring performance of the Recycling Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Material: means not less than the following Recyclable Materials: steel cans, aluminum cans (including empty aerosol containers), plastic bottles and jugs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors). The processor may identify other material types accepted.

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing where all Source-Separated Recyclable Materials, except for Food Waste, shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

Recycling Services: the acceptance of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be delivered, and the processing of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be processed, pursuant to the Recycling Services Agreement.

Residential Unit or Units: all residential dwellings within the corporate limits of each Participating Community occupied by a family unit, and considered by that Participating Community to qualify as a Residential Unit; including but not limited to residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed "occupied" when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Participating Community.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Solid Waste Authority of Central Ohio, or SWACO: the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Municipal Facilities and during Participating Community - identified events listed on Exhibit E, attached to each Participating Community's Collection Agreement and included in the Bid Documents, including but not limited to Participating Community -wide designated clean-up weeks.

Successful Bidder: the Bidder that the Participating Communities conclude has submitted the lowest price and best bid for the Recycling Services, receiving a final Notice of Award.

EXHIBIT B

PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Recycling Services Provider ("Principal") and _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the community of _____, Ohio ("Beneficiary") Beneficiary in the sum of **twenty-five thousand dollars (\$25,000.00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2021, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Recycling Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Recycling Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Recycling Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Recycling Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2021, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal Secretary)

By:

(Surety Secretary)

By:

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT C

**BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS FOR
CONSORTIUM I, CONSORTIUM III AND THE CITY OF COLUMBUS**

**Two (2)-Year Initial Term
+ Three (3) Separate One (1)-Year Extensions**

Not to exceed per ton bid price for processing of Recyclable
Materials*

Initial two-year term (Consortium I & III 1/1/2022-
12/31/2023; Columbus 4/1/2022-3/31/2024)

\$ 35.00**

First One-Year Extension (Consortium I & III 1/1/2024-
12/31/2024; Columbus 4/1/2024-3/31/2025)

\$ 35.00**

Second One-Year Extension (Consortium I & III 1/1/2025-
12/31/2025; Columbus 4/1/2025-3/31/2026)

\$ 35.00**

Third One-Year Extension (Consortium I & III 1/1/2026-
12/31/2026; Columbus 4/1/2026-3/31/2027)

\$ 35.00**

* Revenue-sharing proposal shall include complete details of such proposal on a separate page.

**See attached REVENUE-SHARING MODEL and CLARIFICATIONS for information related to pricing and additional terms.

Bids for Processing of Recyclable Materials are due April 15, 2021.

Revenue-Sharing Model

The State of Recycling

The past several years have brought with them many unforeseen changes in recycling and commodity markets have become more unpredictable. Despite this, Rumpke's longstanding regional partnerships and reputation for quality ensure Ohio's recyclables continue to be reused. More than 98% of Rumpke's collected recyclables go to domestic end users, with 80% destined for end users in Ohio and the Midwest. Rumpke has cultivated these regional opportunities by supplying bales of high-quality uncontaminated recyclables that manufacturers can turn into new products.

About the Recycling Processing Adjustment

Rumpke's goal is to support recycling in communities by offering a reliable processing solution at a fair, consistent and sustainable price. In the new state of recycling, collaborative pricing models have become a common practice for doing so. These models adjust price commensurate with recycling markets to help both communities and recyclers sustain their recycling programs.

Rumpke's Recycling Processing Adjustment uses a standard calculation to derive a per ton rebate or charge based on verifiable commodity indexes. The adjustment proposed herein offers communities price protection by setting a maximum charge of \$35 per ton while rebates may reach up to \$20 per ton.

Service Description

The included prices and terms are for the and acceptance of source-separated Single Stream Recyclable Materials generated by the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. All fees shall be paid by the community and, if not paid directly by the community, all fees for Recycling Services shall be paid by the community's Collection Contractor.

Communities:

- | | | |
|------------------------|-----------------------|-------------------------|
| • City of Bexley | • Blendon Township | • Jackson Township |
| • City of Dublin | • Mifflin Township | • Norwich Township |
| • City of Gahanna | • Plain Township | • Village of Lockbourne |
| • City of New Albany | • Washington Township | • Village of Urbancrest |
| • City of Reynoldsburg | • Grove City | |
| • City of Westerville | • Hamilton Township | |

Recyclable Materials

Recyclable Materials will include all steel cans, aluminum cans, plastic bottles/jugs/tubs, cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, and glass bottles/jars combined. If excessive Residuals (materials that are not permitted and/or processable as single stream recyclables at Rumpke's Columbus MRF) impede processing, charges may apply to properly manage the material stream.

Calculating the Recycling Processing Adjustment

Allocation Percentage

Allocation Percentage of each commodity category will be adjusted every 6 months based on the actual volume (by weight) of residential recyclables processed and sold during a 6-month time period. The Allocation Percentage provided in the sample is for demonstration purposes only.

Index Price Formula

The Index Price Formula Rate will be based on the monthly published value of the Index associated with the Recyclable Material, as described below.

Fiber

Set forth by Pulp & Paper Week, the category listed below, shall be used.

Sorted Residential News	P&PW/OBM High SRP #56 News
Cardboard	P&PW/OBM High Side OCC #11 Corrugated
Mixed Paper	P&PW/OBM High Side Mixed Paper #54
Aseptic Containers	P&PW/OBM High Side, (SOP) Sort Office Paper @ 50%

Non-Fiber

Set forth at www.SecondaryMaterialsPricing.com, the first published "Current Average" price for each month, Chicago (Midwest/Central) Region shall be used. Prices shall be retroactive to the first published price of the month and shall be applied to the month delivery.

Grade	Description	Average
PET Bottles	Baled, .lb, picked up	Average
HDPE Natural	Baled, .lb, picked up	Average
HDPE Color	Baled, .lb, picked up	Average
Aluminum Cans (UBC)	Baled, .lb, picked up	Average
Steel Cans	Baled, .lb, picked up	Average
#3-#7 Plastic Mixed	Baled, .lb, picked up	Average
Glass (3 Mix)	Baled, .lb, picked up	Average

Residuals Cost

The Residuals Cost shall be \$59 per ton.

Processing Fee

The Processing Fee shall be \$90 per ton.

Fee Adjustments

Rumpke reserves the right to adjust the Processing Fee annually based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Net Value

The Net Value per ton will be derived by summing the value (positive or negative) of the Commodity Categories, Residuals Cost and Processing Fee. If the calculation derives a positive (+) Net Value per ton, Rumpke will share evenly (50/50) in the difference between \$0 and the Net Value, up to \$20 per ton. If the calculation derives a negative (-) Net Value per ton, the difference between \$0 and the Net Value will be charged in full, up to \$35 per ton.

Revenue-Sharing Model

RUMPK

Sample of the Recycling Processing Adjustment

Material	Percentage	Market	Unit	Price	Value	Charge
Sorted Resi Newspaper	0.00%	PP&W - Midwest, High Side	\$	65.00	\$	-
Cardboard # 11	18.76%	PP&W - Midwest, High Side	\$	90.00	\$	16.88
Mixed Paper	38.80%	PP&W - Midwest, High Side	\$	45.00	\$	17.46
Steel Cans	1.86%	SMP.Com- Chicago Average	\$	95.00	\$	1.77
Aluminum Cans	1.45%	SMP.Com- Chicago Average	\$	1,210.00	\$	17.58
HDPE (Color)	1.81%	SMP.Com- Chicago Average	\$	1,010.00	\$	18.30
PET	4.40%	SMP.Com- Chicago Average	\$	200.00	\$	8.80
#3 - #7 Plastic Mixed	1.29%	SMP.Com- Chicago Average	\$	-	\$	-
Aseptic Containers	0.03%	PPI-SOP, Midwest High Side less 50%	\$	52.50	\$	0.01
Mixed Glass	16.20%	Actual & Transport	\$	(18.75)	\$	(3.04)
Residuals	15.39%	Cost	\$	(59.00)	\$	(9.08)
Processing Fee:				\$		(90.00)
Net Value				\$		(21.31)

* In the sample above, the charge would be \$21.31 per ton.

Recycle These

PAPER



Cardboard should fit
inside cart.

GLASS BOTTLES & JARS



Any color. Reattach lid.

PLASTIC BOTTLES



Lids OK if
reattached to bottle.

METAL CANS



Non-hazardous, non-flammable
material only.

CARTONS



No egg or ice cream cartons.
Remove caps and straws.

DON'T RECYCLE

- Plastic bags
- Hazardous material such as batteries
- Textiles such as clothing, dog leashes & garden hoses
- Scrap metal, including pots & pans

Visit www.rumpke.com to learn more about
our recycling program. Visit your local Solid
Waste District to find where you can dispose
of hazardous material.



www.rumpke.com | 1-800-828-8171

RUMPKÉ

RECYCLE THESE



PLASTIC BOTTLES,
JUGS & TUBS



GLASS BOTTLES
& JARS



PAPER &
CARDBOARD



CARTONS



METAL CANS

HOW RUMPKE RECYCLING WORKS

RUMPKE RECYCLING FACILITIES



- | | | |
|--------------------|----------------------|-------------------|
| 1. St. Bernard, OH | 5. Mansfield, OH | 9. Medora, IN |
| 2. Columbus, OH | 6. Elmwood Place, OH | 10. Medina, OH |
| 3. Dayton, OH (2) | 7. New Miami, OH | 11. Lexington, KY |
| 4. Chillicothe, OH | 8. Louisville, KY | |

HOW ARE RECYCLABLES SORTED?



DRUM FEEDER

Creates a consistent flow of material from the tipping floor to the pre-sort line.



PRE-SORT AREAS

Trash is removed.



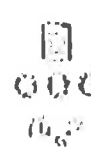
CARDBOARD SCREENER

Rotating discs remove the cardboard from the stream.



GLASS BREAKER

Glass is broken on the screen, conveyed to a bunker and sent to Rumpke's Dayton Glass Processing Facility.



PAPER SCREENER

Rotating discs separate the paper from the containers.



OPTICAL SCANNER

Infrared light shines on the conveyor belt. The designated material (paper, cartons or plastic) is identified by a scanner and separated using bursts of air.



OVERHEAD MAGNET

Attracts the steel cans.



EDDY CURRENT

Rare earth magnet repels the aluminum cans and causes them to "jump" onto the designated belt.



BALER

Compacts the material into bales to be sold and made into something new.

WHY RECYCLE?



- Saves natural resources and energy
- Reduces amount of waste going into landfills
- Reduces pollution
- Creates jobs and helps the economy
- Recyclables are made into new products
- Protects wildlife habitat

JOBS



- Drivers
- Sorters
- Safety
- Heavy Equipment Operators
- Mechanics
- Engineering
- Industrial Maintenance Technicians
- Housekeeping
- Finance
- Customer Service
- Commercial Recycling Sales Reps
- Commodity Marketing

www.MyRumpke.com

**BEST
MANAGED
COMPANIES**

RUMPKE

Clarifications

The prices, terms and other items submitted are applicable and specific to the costs, resources and requirements for processing Source-Separated Recyclable Materials generated by Residential Units and City/Township/Village-owned buildings and parks of the communities listed below, collected by the Collection Contractor and delivered to Rumpke's Material Recovery Facility at 1191 Fields Avenue, Columbus, Ohio 43201. They are therefore extended only to the listed communities by way of this submission.

Communities:

- | | | |
|------------------------|-----------------------|-------------------------|
| • City of Bexley | • Blendon Township | • Jackson Township |
| • City of Dublin | • Mifflin Township | • Norwich Township |
| • City of Gahanna | • Plain Township | • Village of Lockbourne |
| • City of New Albany | • Washington Township | • Village of Urbancrest |
| • City of Reynoldsburg | • Grove City | |
| • City of Westerville | • Hamilton Township | |

The City of Columbus is excluded from this bid as they are subject to a separate contract with Rumpke. While Rumpke will consider extending the same prices and/or terms and/or services to other municipalities or townships located within or adjacent to SWACO's district should they wish to opt in at a later date, Rumpke reserves the right to accept or deny their participation altogether or under the same prices, terms and services, in accordance with Ohio Revised Code Section 9.48. Rumpke will also consider extending the same prices and/or terms and/or services to Source-Separated Recyclable Materials collected from a local commercial business, multi-family housing development, Special Event or other location which may be a source of the communities' generated Recyclable Materials but Rumpke reserves the right to address pricing and terms on a case by case basis, which will be available separately upon a hauler's individual request.

Excessive Residual: For the benefit of most entities who generate material with acceptable residual percentages, stated prices are for processing Source-Separated Recyclable Materials collected from the communities' Residential Units and City/Township/Village-owned buildings and parks by its Collection Contractor and delivered to Rumpke's MRF (Fields Avenue) by its Collection Contractor. Pricing does not include services required to properly manage delivered materials that are not accepted as Recyclable Materials or are not processable at Rumpke's MRF (Fields Avenue). When the percentage of residuals hinders, prohibits or damages the process or processing of delivered materials, Rumpke reserves the right to charge the Collection Contractor or hauler for transportation, disposal, material handling and other costs incurred as a result of the materials obtained.

Billing & Reporting: No agreements will be executed, nor material accepted for processing unless the Collection Contractor can (1) abide by acceptable processes for quantifying delivered material by community and/or entity for accurate billing and reporting and (2) meet material quality, reporting, compliance and regulatory requirements enforced by Rumpke.

Rumpke reserves the right to annually adjust the per ton price for processing Recyclable Materials (Base Bid) or the Processing Fee (Alternate Proposal) based on Federal, State or local laws, regulations, environmental mandates imposed or other factors that affect the cost of fulfilling services; or by the Consumer Price Index for All Urban Consumers (CPI-U); U.S. city average, Garbage and Trash Collection expenditure category as announced by the United States Department of Labor; or by five percent (5%). Federal, State or local laws, regulations, environmental mandates imposed, or other factors may include, but are not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes that regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials.

Hours of Acceptance: Recyclable Materials will be accepted at Rumpke's Columbus MRF Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Hours are subject to change. Rumpke will accommodate additional hours of delivery when feasible and practicable.

The logo for Rumpke, featuring the word "RUMPKE" in a bold, stylized, blocky font with a slight shadow effect.

Date: 09-14-21
Introduced By: Mr. Holt
Committee: Lands
Originated By: Mr. Turner
Sponsor : Mr. Holt
Emergency: 30 Days:
Current Expense: _____

No. : C-55-21
1st Reading: 09/20/21
Public Notice: 09-22-21
2nd Reading: 10-04-21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-55-21

AN ORDINANCE TO APPROPRIATE \$2,576,471.50 FROM THE CAPITAL IMPROVEMENT FUND FOR THE CURRENT EXPENSE OF MULBERRY RUN SANITARY SEWER EXTENSION IMPROVEMENTS

WHEREAS, the City has identified the need to extend the Mulberry Run Sanitary Sewer System, which will allow for the elimination of the Westgrove Sanitary Pump Station, and

WHEREAS, the project will consist of the installation of approximately 4,100 linear feet of 21-inch sanitary sewer to be installed in coordination with Phase I Demorest Road improvements, and

WHEREAS, the total project cost is estimated to be \$2,876,471.50; and

WHEREAS, the City has been awarded a loan from the Ohio Environmental Protection Agency through the Water Pollution Control Loan Fund program in an amount of \$2,576,471.50 with a 30 year term and a 0.57% interest rate; and

WHEREAS, the City's project cost portion of \$300,000.00 has been appropriated; and

WHEREAS, an additional appropriation of funds is necessary for the City to proceed with Mulberry Run Sanitary Sewer Extension improvements.

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

SECTION 1. There is hereby appropriated \$2,576,471.50 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603207 for the current expense of Mulberry Run Sanitary Sewer Extension improvements.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 09-14-21
Introduced By: Mr. Holt
Committee: Lands
Originated By: Mr. Turner
Sponsor : Mr. Holt
Emergency: 30 Days:
Current Expense:

No. : C-56-21
1st Reading: 09/20/21
Public Notice: 09-22-21
2nd Reading: 10-04-21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-56-21

AN ORDINANCE TO APPROPRIATE \$5,590,349.00 FROM THE CAPITAL IMPROVEMENT FUND FOR THE CURRENT EXPENSE OF PHASE I DEMOREST ROAD IMPROVEMENTS

WHEREAS, the Demorest Road Corridor is in need of improvements to support safe vehicular, pedestrian and bicycle traffic in conjunction with development along the project corridor, including the Brookpark Middle School site; and

WHEREAS, this improvement will include full pavement reconstruction of existing roadway, additional center turn lane, multi-use trail and sidewalk with ADA compliant curb ramps, and replacement of existing storm sewer with a curb and gutter system, and

WHEREAS, total project cost is estimated to be \$6,145,349.00; and

WHEREAS, the City, has been awarded an Ohio Public Works Commission grant in the amount of \$4,095,349.00; and

WHEREAS, the City has applied for a loan from the Franklin County Infrastructure Bank in an amount of \$1,015,000.00 with a 10 year term and a 1.0% interest rate; and

WHEREAS, the City has obtained a \$180,000.00 private developer commitment for a contribution towards the project; and

WHEREAS, the City entered into an agreement with South-Western City School District for financial support of \$300,000.00 towards the planned improvements which provide access and safety improvements to the Brookpark Middle School site, and

WHEREAS, the City's project cost portion of \$555,000.00 has been appropriated; and

WHEREAS, an additional appropriation of funds is necessary for the City to proceed with Demorest Road improvements.

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

SECTION 1. There is hereby appropriated \$5,590,349.00 from the unappropriated monies of the Capital Improvement Fund to account number 305000.603207 for the current expense of Demorest Road improvements.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine A. Houk, President of Council

Date: 09-27-21
Introduced By: Mr. Holt
Committee: Lands
Originated By: Mr. Turner
Sponsor : Mr. Berry
Emergency: XX 30 Days:
Current Expense:

No.: C-60-21
1st Reading: 10/04/21
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-60-21

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT WITH FRANKLIN COUNTY, OHIO PROVIDING FOR A LOAN TO THE CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,015,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S PUBLIC ROADWAY SYSTEM BY CONSTRUCTING, RECONSTRUCTING, EXTENDING, OPENING, WIDENING, GRADING AND PAVING, INSTALLING ELECTRIC, SANITARY SEWER, STORM SEWER AND WATER UTILITY IMPROVEMENTS, LIGHTING AND CONDUIT, CURBS AND GUTTERS, ADA COMPLIANT HANDICAPPED RAMPS, SIDEWALKS, MULTI-USE TRAILS, SIGNAGE AND SIGNALIZATION, TRAFFIC PAVEMENT MARKINGS AND LANDSCAPING, AND ACQUIRING ANY NECESSARY REAL ESTATE AND INTERESTS THEREIN AND PROVIDING FOR RELATED SITE PREPARATION, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS RELATED THERETO, AND DECLARING AN EMERGENCY

WHEREAS, by Ordinance No. C-7-71, passed by City Council on March 1, 1971 (the "*1971 Municipal Income Tax Ordinance*"), the City levied a tax at the rate of one percent (1.00%) upon certain classes of salaries, wages, commission, rents, compensation and profits for the purposes of general municipal operations, maintenance, new equipment and capital improvements of the City, all as further described and set forth in the 1971 Municipal Income Tax Ordinance; and

WHEREAS, by Ordinance No. C-35-83, passed by City Council on August 15, 1983 (the "*1983 Municipal Income Tax Ordinance*", and together with the 1971 Municipal Income Tax Ordinance, the "*Municipal Income Tax Ordinances*"), City Council proposed to levy a further tax of one percent (1.00%) upon certain classes of salaries, wages, commission, rents, compensation and profits for purposes of daily operations of the Division of Police, street maintenance and improvements, general municipal operations and maintenance and capital improvements, all as further described in the 1983 Municipal Income Tax Ordinance; and

WHEREAS, on November 1, 1983, the 1983 Municipal Income Tax Ordinance was ratified by a majority vote of the electors in the City, and the City's municipal income tax rate was increased by one percent (1.00%) to a total rate of two percent (2.00%) (the "*Municipal Income Tax*") in accordance with the Municipal Income Tax Ordinances; and

WHEREAS, the Municipal Income Tax Ordinances have been codified as Chapters 191 and 194 of the City's Codified Ordinances and the Municipal Income Tax is collected pursuant to Chapters 191 and 194 of the City's Codified Ordinances; and

WHEREAS, this Council has determined to work cooperatively with the Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio, to provide monies for the payment of the costs of improving the City's public roadway system by constructing, reconstructing, extending, opening, widening, grading and paving, installing electric, sanitary sewer, storm sewer and water utility

improvements, lighting and conduit, curbs and gutters, ADA compliant handicapped ramps, sidewalks, multi-use trails, signage and signalization, traffic pavement markings and landscaping, and acquiring any necessary real estate and interests therein and providing for related site preparation, together with all necessary and related appurtenances thereto, and authorizing the execution and delivery of any additional documents related thereto (collectively, the "*Project*"); and

WHEREAS, this City has determined to execute a loan agreement for the purpose of paying the costs of the Project which will be payable from the Municipal Income Tax Receipts (as hereinafter defined); and

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Project and the maximum maturity of the Note (as hereinafter defined); and

WHEREAS, the Director of Finance has certified to this Council that the estimated life or period of usefulness of the Project is at least five (5) years and that the maximum maturity of the Note is at least twenty (20) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO, THAT:

SECTION 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*1971 Municipal Income Tax Ordinance*" means Ordinance No. C-7-71 passed by City Council on March 1, 1971.

"*1983 Municipal Income Tax Ordinance*" means Ordinance No. C-35-83 passed by City Council on August 15, 1983, and which was ratified by a majority of the electorate of the City at the general election held on November 1, 1983.

"*Accrual Date*" means the date set forth in the Loan Agreement.

"*Act*" means, collectively, the laws of the State of Ohio, including, without limitation, Section 3, Article XVIII of the Ohio Constitution and Chapter 133 of the Ohio Revised Code, and the Charter of the City.

"*Additional Obligations*" means any additional bonds or other obligations of the City which may be subsequently issued and payable solely from the Municipal Income Tax Receipts on parity with the Note, including Additional Obligations in anticipation of which notes have been issued; *provided, however*, in no event shall general obligation notes or bonds of the City be treated as Additional Obligations.

"*Authorized Denominations*" means the denomination of \$0.01.

"*City*" means the City of Grove City, Ohio.

"*City Administrator*" means the City Administrator of the City or any person serving in an interim or acting capacity with respect to that office.

"*Clerk*" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"*Closing Date*" means the date of the execution and delivery of the Loan Agreement.

"*Director of Finance*" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"*Director of Law*" means the Director of Law of the City or any person serving in an interim or acting capacity with respect to that office.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means the date or dates of each year that the Note is outstanding and on which interest is payable, all as set forth in the Loan Agreement.

“Loan Agreement” means the Economic Development Loan Agreement (Grove City _____) between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 5 herein.

“Loan proceedings” means, collectively, this Ordinance, the Loan Agreement and such other proceedings of the City, including the Note, that provide collectively for, among other things, the rights of the holder of the Note.

“Mayor” means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

“Municipal Income Tax” means the municipal income tax levied and collected by the City pursuant to Chapters 191 and 194 of the City’s Codified Ordinances and in accordance with the Municipal Income Tax Ordinances at the rate of two percent (2.00%).

“Municipal Income Tax Bond Fund” means the Municipal Income Tax Bond Fund provided for by Section 7 of this Ordinance.

“Municipal Income Tax Ordinances” means, collectively, the 1971 Municipal Income Tax Ordinance and the 1983 Municipal Income Tax Ordinance.

“Municipal Income Tax Receipts” means the moneys received by the City from the levy and collection of the Municipal Income Tax.

“Note” means the Note described in Section 2.

“Original Purchaser” means Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio.

“Outstanding Obligations” means, collectively, (a) the City’s obligation pursuant to a Promissory Note and related Economic Development Loan Agreement (Grove City Stringtown Road Project), each dated August 1, 2017, to repay the Loan Amount (as defined in that related Loan Agreement) to the Director of the Franklin County, Ohio Department of Economic Development and Planning, who acted with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio and (b) the City’s obligation pursuant to a Promissory Note and related Economic Development Loan Agreement (Grove City Fiber Project), each dated August 1, 2017, to repay the Loan Amount (as defined in that related Loan Agreement) to the Director of the Franklin County, Ohio Department of Economic Development and Planning, who acted with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio.

“Principal Payment Dates” means the date or dates of each year that the Note is outstanding and on which principal is payable; *provided* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all as set forth in the Loan Agreement.

“Project” means improving the City’s public roadway system by constructing, reconstructing, extending, opening, widening, grading and paving, installing electric, sanitary sewer, storm sewer and water utility improvements, lighting and conduit, curbs and gutters, ADA compliant handicapped ramps, sidewalks, multi-use trails, signage and signalization, traffic pavement markings and landscaping, and acquiring any necessary real estate and interests therein and providing for related site preparation, together with all necessary and related appurtenances thereto.

“Schedule of Disbursements” means the schedule to be attached to the Loan Agreement and on which will be recorded from time to time the disbursements made by the Original Purchaser to the City pursuant to the Loan Agreement which disbursements in the aggregate shall not exceed the maximum principal amount authorized pursuant to Section 2.

“State” means the State of Ohio.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue a note of this City in a maximum principal amount of \$1,015,000 (the “Note”) for the purpose of paying the costs of the Project.

The Note shall be issued pursuant to the Act, this Ordinance and the Loan Agreement. The aggregate principal amount of the Note to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be recorded on the Schedule of Disbursements. The proceeds from the sale of the Note received, constructively or otherwise, by the City (or withheld by the Original Purchaser on behalf of the City) are appropriated and shall be used for the purpose for which the Note is being issued.

SECTION 3. Denominations; Dating; Principal and Interest Payment; and Prepayment Redemption Provisions. The Note shall be issued in one lot and only as a fully registered note, in Authorized Denominations. The Note shall be dated as of the date of the execution and delivery of the Loan Agreement.

(a) **Interest Rates and Payment Dates.** The aggregate principal amount of the Note outstanding, which shall be equal to the aggregate installments of the purchase price paid by the Original Purchaser for the benefit of the City, from time to time, pursuant to Section 5, shall bear interest at such rate or rates during such period or periods and payable on such Interest Payment Dates until the aggregate principal amount shall have been paid or provided for, all as shall be determined by the Director of Finance to be financially advantageous to the City and set forth in the Loan Agreement; *provided that*, in no event shall interest accrue at a rate in excess of one percent (1.00%) per year. Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The Note shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Accrual Date.

(b) **Principal Payment Schedule.** The Note shall mature on the Principal Payment Dates and in principal amounts as shall be determined pursuant to the Loan Agreement.

(c) **Payment of Debt Charges.** The debt charges on the Note shall be payable in lawful money of the United States of America. Installments of principal and interest on the Note shall be payable by check or draft mailed to the Original Purchaser at the address provided by the Original Purchaser, or if proper instructions have been provided to the City then by electronic transfer of funds; *provided that* the final payment of all unpaid principal and interest shall be payable when due upon presentation and surrender of the Note at the office of the Director of Finance.

(d) **Redemption Provisions.** If determined by the Director of Finance to be financially advantageous to the City, the Note shall be pre-payable prior to maturity in the manner, at the times and subject to any prepayment fees as shall be set forth in the Loan Agreement. All such prepayments shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date thereof.

The City shall give notice of any such prepayment to the Original Purchaser of the Note and such notice shall identify (i) the prepayment redemption price to be paid and (ii) the date fixed for such prepayment. Failure to receive such notice or any defect in that notice regarding the prepayment of the Note, however, shall not affect the validity of the proceedings for the prepayment of the Note.

If moneys for the prepayment of such portion of the Note to be redeemed, together with accrued interest thereon to the prepayment date, are held by the City or an escrow trustee prior to the prepayment date, so as to be available therefor on that prepayment date and, if notice of prepayment has been provided to the Original Purchaser as aforesaid, then from and after such prepayment date, such portion of the Note called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the prepayment date, or that notice shall not have been provided to the Original Purchaser as aforesaid, such portion of the Note shall continue to bear interest, until it is paid, at the same rate as it would have borne had it not been called for prepayment. All moneys held by the City or an escrow trustee for the prepayment of a portion of the Note shall be held in trust for the account of the Original Purchaser and shall be paid to it upon presentation and surrender of the Note; *provided that* any

interest earned on the moneys so held by the City or the escrow trustee shall be for the account of and paid to the City to the extent not required for the payment of the portion of the Note called for prepayment.

SECTION 4. Execution and Authentication of Note. The Note shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities. The Note shall be issued in the Authorized Denominations and shall express upon its face the purpose, in summary terms, for which it is issued and that it is issued pursuant to the Act, this Ordinance, and the Loan Agreement.

SECTION 5. Sale of the Note to the Original Purchaser. The Note is hereby awarded and sold to the Original Purchaser at a purchase price of par plus accrued interest thereon, if any, upon the terms provided for herein and in the Loan Agreement. The Original Purchaser shall pay the purchase price of the Note in one or more installments, such installment(s) being noted by the Original Purchaser on the Schedule of Disbursements.

The Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Loan Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Note. The Loan Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Loan Agreement or amendments thereto.

The Mayor, the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments related to the Loan proceedings and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions of the Mayor, the City Administrator, the Director of Finance, the Director of Law, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Note are hereby ratified and confirmed.

SECTION 6. Note is a Special Obligation; Provisions for the Levy and Collection of Municipal Income Tax. The Note is a special obligation of the City, and the principal of and interest (and any premium) on the Note, together with the Outstanding Obligations and any Additional Obligations that may be issued hereafter on a parity therewith, are payable solely from the Municipal Income Tax Receipts, and such payment is secured by a pledge of Municipal Income Tax Receipts as provided by the Act and this Ordinance.

The City has heretofore levied and covenants that it shall continue to collect the Municipal Income Tax for so long as the Note, the Outstanding Obligations and any Additional Obligations are outstanding. The City hereby covenants and agrees that, so long as the Note, the Outstanding Obligations and any Additional Obligations are outstanding, it shall not suffer the repeal, amendment or any other change in this Ordinance, or the Municipal Income Tax Ordinances, that in any way materially and adversely affects or impairs (a) the sufficiency of the Municipal Income Tax levied and collected or otherwise available for the payment of the Note, the Outstanding Obligations and any Additional Obligations or (b) the pledge or the application of the Municipal Income Tax Receipts to the payment of the Note, the Outstanding Obligations and any Additional Obligations.

The Note does not constitute a general obligation debt or a pledge of the full faith or credit or property taxing power of the City. Nothing herein shall be construed as requiring the City to use or apply to the payment of principal of and interest (and any premium) on the Note any funds or revenues from any source other than Municipal Income Tax Receipts. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Note.

If the City shall pay or cause to be paid and discharged the Note, the covenants, agreements and other obligations of the City hereunder and in the Note shall be discharged and satisfied. The City shall be considered to have caused the Note to be paid and discharged if the City has placed in escrow, and pledged for the payment of debt charges on the Note, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on the Note. For purposes of this Section, "*direct obligations of or obligations guaranteed as to payment by the United States*" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

All of the agreements, covenants and duties under this Ordinance are hereby established as duties specifically enjoined by law or resulting from an office, trust or station upon this City within the meaning of Section 2731.01 of the Revised Code.

SECTION 7. Continuation of Municipal Income Tax Bond Fund and Application of Municipal Income Tax Receipts. The Municipal Income Tax Bond Fund is hereby continued as of the date of initial delivery of the Note as a bond retirement fund or an account of a bond retirement fund established pursuant to Ohio Revised Code Sections 133.01(D) and 5705.09 for payment of debt service and financing costs related to the Note, the Outstanding Obligations and any Additional Obligations, and shall be maintained by the Director of Finance in the custody of the City. The Director of Finance is hereby authorized to maintain, or permit the maintenance of, such separate accounts in that Fund, and such separate subaccounts in any account, as is determined to be in the best interest of the City. Any moneys on deposit in the Municipal Income Tax Bond Fund shall be invested to the extent permitted by law.

To the extent other moneys have not been appropriated and made available for the purpose, the City hereby covenants, subject and pursuant to the Constitution and laws of the State, to appropriate and pay from the Municipal Income Tax Receipts into the Municipal Income Tax Bond Fund on or before each Interest Payment Date or Principal Payment Date an amount which, after giving effect to any amounts then on deposit in the Municipal Income Tax Bond Fund, including any interest earnings retained in that Fund, would result in an amount sufficient to pay the interest and principal due and payable on the outstanding Note, the Outstanding Obligations and any Additional Obligations on that next respective Interest Payment Date and Principal Payment Date. For that purpose, in each year while the Note, the Outstanding Obligations and any Additional Obligations are outstanding, to the extent other moneys have not been appropriated and made available for the purpose, this Council will appropriate Municipal Income Tax Receipts required to pay the principal of and interest (and any premium) on the Note, the Outstanding Obligations and any Additional Obligations in that year. Further, this Council will give effect to such appropriations in all ordinances it passes or resolutions it adopts thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of Municipal Income Tax Receipts in that year to the amount available after deducting the amount required to pay the principal of and interest (and any premium) on the Note, the Outstanding Obligations and any Additional Obligations in that year to the extent other moneys have not been appropriated and made available for those principal, interest and premium payments.

Any portion of the Municipal Income Tax Receipts not otherwise required to be deposited into the Municipal Income Tax Bond Fund in accordance with this Section shall be used to meet other obligations of the City as may be lawfully discharged from the Municipal Income Tax.

SECTION 8. Additional Obligations. The City shall have the right from time to time to issue Additional Obligations on a parity with the Note and the Outstanding Obligations, which Additional Obligations shall, unless paid from other sources, be payable solely from the Municipal Income Tax

Receipts, and such payment shall be secured by a pledge of the Municipal Income Tax Receipts as provided by the Act and by an ordinance passed by this Council authorizing the issuance of those Additional Obligations.

Before any Additional Obligations are issued, the City shall be required to furnish a certificate of the Director of Finance showing that the aggregate amount of Municipal Income Tax Receipts received during the two fiscal years immediately preceding the issuance of those Additional Obligations was at least equal to three hundred percent (300%) of the largest amount required to be paid in any succeeding calendar year to meet interest and principal maturities of the Note, the Outstanding Obligations and any Additional Obligations to be outstanding immediately after the issuance of such Additional Obligations (the "*Coverage Test*"). For bond anticipation notes, the principal and interest on the Additional Obligations anticipated by such notes shall be used in calculating compliance with this provision.

The moneys in the Municipal Income Tax Bond Fund shall be applied to all Additional Obligations in the manner provided for in Section 7 hereof as if the Additional Obligations were the Note. The proceeds of any sale of Additional Obligations shall be allocated in the manner provided in the ordinance authorizing their issuance.

Junior lien or other subordinate obligations payable from the Municipal Income Tax Receipts may be issued without limitation.

Any Additional Obligations shall bear such designation as may be necessary to distinguish them from the Note, the Outstanding Obligations or other Additional Obligations having different provisions and shall have maturities, interest rates, Interest Payment Dates, redemption provisions, denominations and other provisions as provided in the ordinances hereafter adopted providing for the issuance of the Additional Obligations; *provided, however*, that those terms and provisions shall not be inconsistent with this Ordinance, or the then outstanding Note or the Outstanding Obligations.

SECTION 9. Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Note, to the extent not paid by the Original Purchaser in accordance with the Loan Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Note to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

SECTION 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Note. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Note, if available, and otherwise from available moneys in the General Fund.

SECTION 11. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Note in order to make it a legal, valid and binding special obligation of the City have been performed and have been met, or will at the time of delivery of the Note have been performed and have been met, in regular and due form as required by law; that the Municipal Income Tax Receipts are pledged

for the timely payment of the debt charges on the Note; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Note; and that the Note is being authorized and issued pursuant to the Act, this Ordinance, the Loan Agreement, and other authorizing provisions of law.

SECTION 12. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code and the Charter of the City.

SECTION 13. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City and for the further reason that this Ordinance is required to be immediately effective in order to execute and deliver the Note, which is necessary to enable the City to timely commence the Project; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Christine A. Houk, President of Council

Passed: _____, 2021

Richard L. Stage, Mayor

Effective: _____, 2021

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 09-28-21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Sponsor: Mayor Stage
Emergency: X 30 Days:
Current Expense:

No.: C-61-21
1st Reading: 10/04/21
Public Notice: 0 / /21
2nd Reading: 0 / /21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-61-21

AN ORDINANCE TO ENACT A VOLUNTARY VACCINATION INCENTIVE PROGRAM FOR CITY EMPLOYEES AND APPROPRIATE \$300,000.00 FROM THE LOCAL FISCAL RECOVERY FUND FOR THE CURRENT EXPENSE OF THE PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and can be easily spread from person to person; and

WHEREAS, on March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic; and

WHEREAS, throughout the pandemic, the City has adopted policies and practices to ensure the health and safety of our employees; and

WHEREAS, the City will create a Voluntary Vaccination Incentive Program for employees, and any individuals who reside with the employee, to participate in the vaccination campaign against the global health pandemic of COVID-19 given its benefits for the individual, the organization and the community at large; and

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

SECTION 1. This Council hereby enacts the Voluntary Vaccination Incentive Program for all City Employees. Under this Program, any fully vaccinated employee shall receive a one-time bonus in the amount of \$1,000.00. In addition, any fully vaccinated employee shall receive a one-time bonus in the amount of \$100.00 for each fully vaccinated individual that permanently resides with the employee. For the purpose of the incentive bonus, fully vaccinated employees (and any individual that permanently resides with the employee) are individuals who have received their second dose in a 2-dose series, such as Pfizer or Moderna or after a single-dose vaccine such as Johnson & Johnson's vaccine. For employees to qualify for the City's incentive bonus, employees and any individuals that permanently reside with the employee must be fully vaccinated on/before December 17, 2021, and provide a copy of their vaccination card(s) to the Human Resource Coordinator.

SECTION 2. There is hereby appropriated \$300,000.00 from the unappropriated monies of the Local Fiscal Recovery Fund, into Account 141000.559000, for the Current Expense of implementing the Voluntary Vaccination Incentive Program.

SECTION 3. To assist in battling the global health pandemic of COVID-19, this ordinance is hereby declared an emergency measure and shall therefor go into immediate effect.

Christine A. Houk, President of Council