

TEMPORARY RESOLUTION NO. 129-19

PERMANENT RESOLUTION NO. _____

A RESOLUTION INDICATING SERVICES TO BE PROVIDED BY THE MUNICIPAL CORPORATION TO ANNEXED TERRITORY OF THE MITHOFF COMPANIES, LTD ANNEXATION OF 76.877 +/- ACRES FROM GREENFIELD TOWNSHIP

WHEREAS, the Clerk of Council received a copy, on September 27, 2019, of the Notice of Filing of a Regular Annexation with the Fairfield County Commissioners on September 16, 2019; and

WHEREAS, the Fairfield County Commissioners have scheduled a public hearing for Tuesday, November 19, 2019 at 6:00 p.m., and

WHEREAS, Petitioner and City have negotiated a Pre-Annexation Agreement that sets forth the terms and conditions necessary for the City to provide services to the newly annexed territory;

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO.

SECTION 1. That the City intends to provide the following services to the property in Greenfield Township as described in attached Exhibit A for the 76.877 +/- acres, annexation of which is now pending before the Fairfield County Commissioners; conditioned, however, upon the annexation being completed and all specific terms and conditions of the Pre-Annexation Agreement being satisfied: Water, Sanitary Sewer, Natural Gas, Storm Water, Sanitation, Police, and Fire/EMS.

SECTION 2. That the Petitioners shall insure that future development within the area proposed for annexation will not result in the main city utility line capacities being exceeded.

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

Passed: _____ after _____ reading. Vote: Yea _____ Nays _____

Approved: _____

President of Council

Attest: _____

Mayor

Offered by: _____

Second by: _____

Requested by Law Committee

**PRE-ANNEXATION AGREEMENT
WITH THE
CITY OF LANCASTER, OHIO**

This PRE-ANNEXATION AGREEMENT (the "Agreement") is made to become effective as of the ____ day of _____, 2019 by (the "Owner"), Lancaster Development Company, LLC, an Ohio limited liability company, ("Owner") and the City of Lancaster, Ohio, an Ohio municipal corporation, 104 E. Main Street, Lancaster, Ohio, 43130 (the "City") in order to document their agreement with respect to a proposed annexation of the Property (as described below) to the City.

RECITALS

WHEREAS, the Owner owns approximately 77 +/- acres of real property situated in Greenfield Township, Fairfield County, Ohio, which area is more fully described in the legal description and plat survey attached hereto as **Exhibit A** (hereinafter referred to as the "Property"); and

WHEREAS, Owner desires to develop the Property and to obtain certain benefits in connection with the development of the Property; and

WHEREAS, such Property is contiguous to the City, and would benefit from municipal services provided by the City, including water, sanitary sewer, storm water, natural gas, police, fire and EMS services; and

WHEREAS, the City can provide such municipal services to the Property, if the Property is annexed to the City subject to the terms and conditions set forth herein; and

WHEREAS, Owner wishes to request a regular annexation of the Property to the City with full conformance of the boundaries within the City, and to develop the site generally in accordance with the preliminary sketch plan attached hereto as **Exhibit B** (hereinafter referred to as the "Preliminary Sketch Plan"), with approximately 4 acres of commercial retail development, 24 acres of single family residential, including cluster housing, and/or 50 acres of multi-family residential development including senior independent, assisted memory care, skilled nursing, apartment and senior villa components, and finally approximately 5 acres of dedicated open space; and

WHEREAS, the Property is currently situated within Greenfield Township; and

WHEREAS, City and Owner wish to address these issues and memorialize their agreement on terms as set forth below.



AGREEMENT

NOW THEREFORE, in consideration of their mutual rights, obligations, benefits and undertakings the parties agree as follows:

1. Owner's Agreement to Petition for Annexation. Owner agrees to submit a Petition for Regular Annexation of the Property to the City on or before September 30, 2019, and to diligently pursue the annexation process in reliance upon the other mutual promises and terms set forth herein. In connection therewith, Owner shall prepare and submit the information, maps and other drawings as shall be required as part of such annexation process.
2. City to Cooperate with Owner. The City shall cooperate with and assist Owner in facilitating the annexation of the Property to the City as promptly as possible and agrees to accept the Owner's petition for annexation of the Property.
3. Easements. Owner appreciates that easements will be needed for the construction, installation and maintenance of municipal utilities which will service the Property. The specific location and width of such easements have not been fully determined or engineered/surveyed at the time of execution of this Agreement. However, upon the City's determination of the municipal utility easements necessary, the Owner will grant such easements for such purposes.
4. Services Resolution. The City hereby agrees to enact all legislation setting forth the water, sanitary sewer, natural gas, storm water, sanitation services, police, fire and EMS services that will be provided to the Property, pursuant to Ohio law and as set forth below.
 - a. Water Service – City has public water service lines in proximity to the Property, and City will determine and approve connection points, but it shall be the Owner's sole cost and responsibility to connect to these locations, as approved by the City. City requires additional information from the Owner in order to determine the requirements necessary to provide water service in the capacity necessary to service the future Property development of the Owner. Owner must provide pressure and flow modeling to City for review and analysis to make critical determinations about what measures must be taken by Owner to ensure City can provide water service to the entire Property. City has provided its pressure and flow documentation to Owner for review and analysis in order to gather the necessary information. Upon submission, review and approval of development plans, pressure and flow modeling, and any other essential information requested, City can accept the Owner's request for water service and Owner's commitment to connect to waterlines upon extension. Owner is solely responsible for the cost and expense of the development, design, and construction of the public waterlines and facilities to provide water service to the Property in compliance with Lancaster Codified Ordinance and City design

standards. Owner will provide the easements necessary for construction, installation, and maintenance of the waterlines. It is expressly acknowledged and understood that costs and fees for water connections, tap and capacity/user fees shall be borne by the Owner at applicable standard rates/schedules of the City.

- b. Sanitary Sewer - City has public sanitary sewer lines in proximity to the Property, and City will determine and approve connection points, but it shall be the Owner's sole cost and responsibility to connect to these locations, as approved by the City. City requires additional information from the Owner in order to determine the requirements necessary to provide sanitary sewer service in the capacity necessary to service the entire Property. Owner must submit a sanitary sewer service plan for review and approval by City. The plan will need to show how each tributary area will be served. City currently believes there is an area near the southwest portion of the Property that does not appear to be serviceable by gravity sewer which would require a pump station. Upon review and approval by City of a sanitary sewer service plan, City agrees to determine and provide public sanitary sewer connection points for the Property. Owner is solely responsible for the cost and expense of the development, design, and construction of the public sanitary sewer system and any private facilities to provide sanitary sewer service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the public sanitary sewer system. The public sanitary sewer service constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly acknowledged and understood that costs and fees for sanitary sewer connections, tap and capacity/user fees shall be borne by the Owner at applicable standard rates/schedules of the City.
- c. Natural Gas - City has public natural gas service lines in proximity to the Property, and City will determine and approve connection points. City agrees to provide natural gas service to the entire Property upon annexation. Lancaster Municipal Gas ("LMG") will require easements near the terminus of Hawthorne Way towards the north into River Valley Highlands (Olde Ridge Avenue/Greencrest Way). The alignment through the proposed development is undetermined at this time, but Owner and City shall work together, as the development progresses, to ensure proper looping and connectivity can be supplied to the Property. Upon review and approval by City of natural gas service, City agrees to determine and provide public natural gas line connection points for the Property at City's sole cost and expense. City and/or LMG shall be solely responsible for the cost and expense of the development, design, and construction of the public natural gas line system to provide natural gas service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the public natural gas system. The public

natural gas system constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly understood that, costs of connection and tap and capacity/user fees shall be borne by the Owner, at applicable standard rates/schedules of the City.

- d. Storm water – City has public storm water systems in proximity to the Property. Upon review and approval by City of the necessary public storm water facilities, City agrees to determine and provide public storm water system connection points for the Property, but it shall be the Owner’s sole cost and responsibility to connect to these locations, as approved by the City. City is amenable to either a regional storm water facility or individual storm water control facilities within each particular development of the Property. Any proposed development will require retention/detention facilities that comply with City’s detention policy. Due to the size of the Property, it will also have to comply with all of the requirements of the Ohio EPA Construction General Permit in effect at the time the Property is developed. Owner is solely responsible for the cost and expense of the development, design, and construction of the public storm water facilities to provide storm water service to the Property in compliance with Lancaster Codified Ordinance and City design standards and OEPA permit requirements. Owner will provide the easements necessary for construction, installation, and maintenance of the public storm water system. The public storm water system constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly acknowledged and understood that costs and fees for storm water connections and tap fees shall be borne by the Owner at applicable standard rates/schedules of the City.
- e. Sanitation Service – City will provide sanitation service to the Property upon Owner request. It is anticipated that dumpsters will be placed at various locations within each designated area. Owner shall comply with Lancaster Codified Ordinance and City standards regarding dumpster locations. It is expressly understood that costs associated with sanitation services shall be borne by the Owner, at applicable standard rates/schedules of the City.
- f. Police Service – City shall provide Police services to the Property upon annexation. In order to provide necessary Police services in an existing high traffic density area, construction by Owner of a dedicated public roadway connecting this new multi-family high density development into the River Valley Highlands and Hawthorne Avenue with a City approved terminus at Coldspring Drive will greatly facilitate emergency vehicle access and response with additional entry points into the Property. These additional Property entry points would provide Property residents with other evacuation points in the event of an emergency as well as provide avoidance of the high traffic area of North Columbus Street. Owner and City agree that Owner’s development of the Property, and the public road servicing the same, may occur in phases subject

to all applicable laws, rules and regulations.

- g. Fire/EMS Service - City shall provide Fire/EMS services to the Property upon annexation. In order to provide necessary Fire/EMS services in an existing high traffic density area, construction by Owner of a dedicated public roadway connecting this new multi-family high density development into the River Valley Highlands and Hawthorne Avenue with a City approved terminus at Coldspring Drive will greatly facilitate emergency vehicle access and response with additional entry points into the Property. These additional Property entry points would provide Property residents with other evacuation points in the event of an emergency as well as provide avoidance of the high traffic area of North Columbus Street. Owner and City agree that Owner's development of the Property, and the public road servicing the same, may occur in phases subject to applicable laws, rules and regulations.
6. Zoning Classification/Site Plan Approval. As an integral part of the annexation process for the Property, the City shall adopt an ordinance or take all other actions required by applicable laws, rules and regulations to reclassify the Property to permit Owner's intended use of the Property. City agrees to accept the Owner's proposed development of approximately 77 +/- acres, rezoned to permit approximately 8 acres of (CG) commercial general development, 11.5 acres of (RM-2) residential multi-family, 26.2 acres of (RS-3) single family residential, 26.4 acres of (CN) commercial neighborhood to include multi-family residential development, senior independent, assisted memory care, skilled nursing, apartment and senior villa components. This acreage allocation may be adjusted by 10 acres, in the aggregate, without modifying this Agreement. Any adjustment greater than 10 acres must be agreed upon in writing by the parties. In the alternative, Owner can apply for a Planned Unit Development (PUD) pursuant to Lancaster Codified Ordinance ("LCO") Section 1147. Any additional approvals, special use permits, conditional permits or variances shall be addressed to the appropriate City department in the future and handled like all other zoning applications. Owner will make application and pay all associated fees with rezoning, within thirty (30) days of County Commissioner action on the annexation petition.
7. Traffic Improvements. Owner shall have a Traffic Impact Study performed to evaluate the impacts of the proposed development of the Property to the roadway system. City will establish the scope and requirements of the Traffic Impact Study and the study area. Owner must construct, at Owner's expense, a dedicated public roadway/right-of-way, built to City guidelines and standards connecting North Columbus Street to Parcel No. 0532274820 (Pulte Homes of Ohio, LLC). Unless otherwise agreed by the City, the roadway/right-of-way connection must align with the River Valley Highlands preliminary plat stub (preliminary plat PC - April 2016) previously provided to Owner. This connection point between RVH Section 13 Phase 3 and the Property shall coincide so that a dedicated roadway/right-of-way connection is possible in the future. Owner must also construct, at Owner's expense, a dedicated public roadway/right-of-way, built to City guidelines and

standards connecting Hawthorne Avenue to the new dedicated public roadway/right-of-way described above and a City approved terminus at Coldspring Drive.

8. Dedicated ROW. Owner agrees to provide City with dedicated roadway/right-of-way along existing public roadways and within the Property as determined by City upon successful annexation and rezoning, as set forth in Section 7 above, and the dedicated public roadway/right-of-way as designated on the Development Plan.

9. Miscellaneous.

- a. The City agrees to process the contemplated rezoning for the proposed development of the Property on a parallel time frame with the planned annexation, within the statutory time frame provided by Ohio law for such annexation. The parties specifically contemplate the passage of the rezoning legislation within the same City Council meeting to finally accept annexation of the Property.
- b. This Agreement shall be construed to include all of the Exhibits referenced in and attached to this Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations, proposals and agreements between the parties (whether written or oral) and it may not be amended or modified except by a written amendment executed by all of the parties.
- c. If a dispute arises, the Courts of Fairfield County, Ohio, shall have jurisdiction to resolve any dispute unless both parties expressly agree otherwise in writing.
- d. No modifications, discussions or alterations from the terms included herein shall be considered effective unless as made in writing, and signed by all parties.
- e. Owner shall have the right to sell, transfer, assign or otherwise convey, to a contemplated transferee, all or any part of the Property, and all of such Owner's rights, duties, and or responsibilities under this Agreement. This Agreement shall be binding upon the parties hereto and their respective transferee, successors and/or assigns.
- f. It is expressly understood that time is of the essence in doing and performing all things to be done under the terms of this Agreement.
- g. Each party agrees to cooperate fully with the other and to execute any additional instruments, documents, or agreements reasonably requested by the other party in order to carry out and fulfill all of the intents and purposes of this Agreement.

- h. Notices under this Agreement shall be in writing to the Owner, c/o Lemmon Development, 1201 S. Main Street, North Canton, Ohio 44720, to the City, c/o Law Director & City Prosecutor, 136 W. Main Street, Lancaster, Ohio, 43130, and to Owner's designee, Winkhart & Minor, LLC, 825 S. Main Street, North Canton, Ohio, 44720.
10. Representations and Warranties. The parties make each of the following representations and warranties as of the effective date of this Agreement. These representations and warranties are given as partial consideration for and as a material inducement to the execution of this Agreement and each shall survive the execution, delivery and performance of this Agreement.
- a. Owner's Warranty regarding Power and Authority. Owner warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of Ohio and has the capacity to enter into this Agreement. Each person executing this Agreement on Owner's behalf represents and warrants that he or she has full power and authority to do so and to deliver and perform this Agreement and all transactions contemplated by this Agreement without the consent of any additional persons or entities.
- b. City's Warranty regarding Power and Authority. The City warrants that it has the power, authority and capacity to enter into, and to deliver and perform this Agreement and all transactions contemplated by this Agreement without the consent of any additional persons, boards or any other group or entity. Each person executing this Agreement on behalf of the City represents and warrants that he or she has full power and has been authorized to do so by appropriate actions by the governing body of the City.
- c. Valid and Binding. Each party represents and warrants that this Agreement creates a valid, binding and enforceable obligation and that this Agreement is enforceable against the warranting party in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intention that it shall be effective of the date written above.

OWNER:

Lancaster Development Company, LLC

By: _____
Tony Perez, President

CITY:

City of Lancaster, Ohio

By: _____
Mayor David L. Scheffler

Approved as to form only:

Law Director & City Prosecutor's Office
City of Lancaster, Ohio

STATE OF OHIO)
) SS:
COUNTY OF FAIRFIELD)

On this ____ day of _____, 2019, before me, the undersigned, officer, personally appeared, Mayor David L. Scheffler, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF FAIRFIELD)

On this ____ day of _____, 2019, before me, the undersigned, personally appeared Tony Perez, President of Lancaster Development Company, LLC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

EXHIBIT A

Legal Description and Plat Map of Property

Situated in the State of Ohio, County of Fairfield, Township of Greenfield, Township 15, Range 19, Sections 26 & 35.

Being all of the 30.03 acre tract, the 6.87 acre tract, the 6.963 acre tract, the 1.311 acre tract, the 9.25 acre tract, the 8.38 acre tract, and 13.902 acres of the 14.83 acre tract as described in Official Record 1766, Page 2224, and being more fully described as follows:

Beginning at a stone found at the northeast corner of the Woodland Heights Subdivision as recorded in Plat Book 6, Page 18;

Thence North $88^{\circ}42'18''$ West a distance of 863.88 feet to a one inch iron pipe found at the southwest corner of the aforementioned 6.963 acre tract, the southeast corner of Lot 39 in River Valley Highlands Section 1 as recorded in Plat Cabinet 1, Slot 158, and being the northwest corner of the Woodland Heights Subdivision;

Thence North $00^{\circ}54'56''$ East a distance of 903.71 feet to a 5/8 inch rebar previously set at the northwest corner of the aforementioned 9.25 acre tract and being a corner of Lot 664 in River Valley Highlands Section 9, Phase 2 as recorded in Plat Cabinet 2, Slot 110;

Thence South $88^{\circ}43'32''$ East a distance of 758.34 feet to a 1/2 inch iron pipe found at the northeast corner of the 9.25 acre tract and being a corner of Lot 672 in River Valley Highlands Section 9, Phase 2;

Thence South $88^{\circ}36'07''$ East a distance of 106.99 feet to a 5/8 inch rebar previously set at the northeast corner of the aforementioned 1.311 acre tract and being a corner of Lot 1115 in River Valley Highlands Section 13, Phase 1 as recorded in Plat Cabinet 3, Slot 14;

Thence S $83^{\circ}26'09''$ E a distance of 399.84 feet to a 3/4 inch iron pipe found at the northeast corner of the aforementioned 6.87 acre tract;

Thence South $89^{\circ}15'48''$ East a distance of 525.00 feet to a 5/8 inch rebar previously set at the northeast corner of the aforementioned 8.38 acre tract;

Thence South $00^{\circ}31'03''$ West, passing a 3/4 inch iron pipe found at 232.77 feet, a total distance of 681.43 feet to a 5/8 inch rebar previously set on the north line of the aforementioned 30.03 acre tract and being a corner of the 15.66 acre tract described in Deed Volume 353, Page 180;

Thence South $88^{\circ}57'32''$ East a distance of 371.84 feet to a 3/4 inch iron pipe found at the northeast corner of the 30.03 acre tract and at a corner of the aforementioned 15.66 acre tract;

Thence with the east line of the 30.03 acre tract South $00^{\circ}28'00''$ West a distance of 1595.76 feet to a 5/8 inch rebar previously set at the southwest corner of Lot 18 in The Brookdale Addition as recorded in Plat Book 7, Page 70, and on the north line of Columbus Street;

Thence the following five (5) courses with the north line of Columbus Street:

- (1) North $79^{\circ}56'59''$ West a distance of 226.54 feet to a 5/8 inch rebar previously set;
- (2) With a curve to the right having a radius of 5699.60 feet, a central angle of $01^{\circ}54'26''$, an arc length of 189.73 feet and a chord bearing North $78^{\circ}59'45''$ West a distance of 189.72 feet to a 5/8 inch rebar previously set;
- (3) North $78^{\circ}02'33''$ West a distance of 432.79 feet to a point;
- (4) North $78^{\circ}15'43''$ West a distance of 474.69 feet to a point;
- (5) North $63^{\circ}00'43''$ West a distance of 9.97 feet to a point on the west line of the aforementioned 14.83 acre tract;

Thence North 00°46'05" East, passing a 5/8 inch rebar previously set at 22.43 feet, a total distance of 1166.28 feet to the point of beginning, containing **76.877 acres** (62.975 acres in Section 26 and 13.902 acres in Section 35) and being subject to all legal easements, restrictions and rights of way of record.

Bearings are based on the survey filed in Survey Book 89, Page 19257. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland." For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2016 by Tobin-McFarland Surveying, Inc., and was prepared by Thomas M. Tobin, Registered Professional Surveyor No. 7674.

PLAT OF TERRITORY
FOR ANNEXATION TO
THE CITY OF LANCASTER

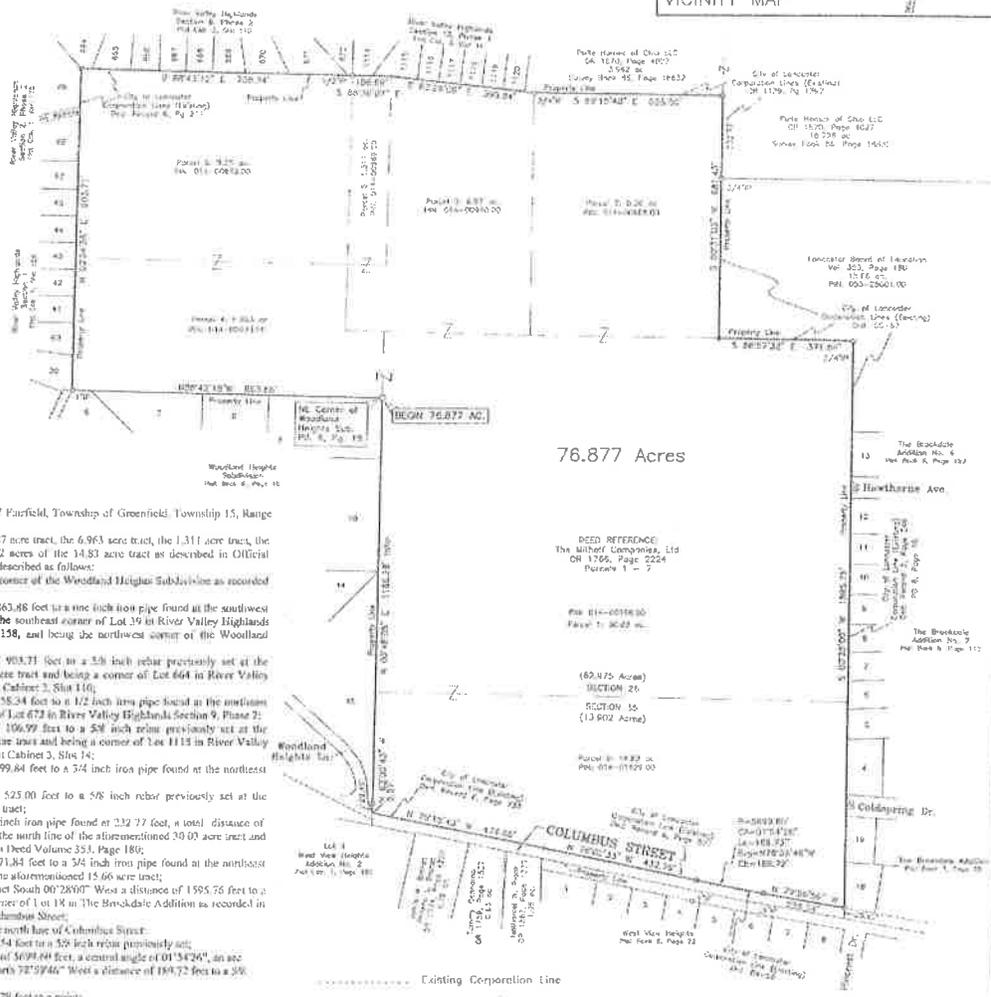
STATE OF OHIO, FAIRFIELD COUNTY, GREENFIELD TOWNSHIP
TOWNSHIP 15, RANGE 19, SECTIONS 26 & 35



LEGEND

- 5/8" X 30" rebar set with a "Tobin-McFarland" ID cap
- 3/8" X 30" rebar previously set with a "Tobin-McFarland" ID cap
- 3/8" X 30" rebar previously set with a "Tobin-McFarland" ID cap
- Iron pipe (or other) found, as marked
- Stone found

The territory to be annexed has a total perimeter boundary of 8100.72 feet, a minimum of which 6670.02 feet (76.72%) is contiguous to the City of Lancaster's existing corporation line.



Situated in the State of Ohio, County of Fairfield, Township of Greenfield, Township 15, Range 19, Sections 26 & 35

Being all of the 30.03 acre tract, the 6.87 acre tract, the 6.963 acre tract, the 1.311 acre tract, the 9.25 acre tract, the 8.38 acre tract, and 13.902 acres of the 14.83 acre tract as described in Official Record 4766, Page 2234, and being more fully described as follows:

Beginning at a stone found at the northeast corner of the Woodland Heights Subdivision as recorded in Plat Book 6, Page 18;

thence North 84°21'18" West a distance of 863.48 feet to a one inch iron pipe found at the southwest corner of the aforementioned 6.963 acre tract, the southeast corner of Lot 29 in River Valley Highlands Section 1 as recorded in Plat Cabinet 4, Slot 158, and being the northwest corner of the Woodland Heights Subdivision;

thence North 00°44'50" East a distance of 903.71 feet to a 3/8 inch rebar previously set at the northwest corner of the aforementioned 9.25 acre tract and being a corner of Lot 664 in River Valley Highlands Section 9, Phase 2 as recorded in Plat Cabinet 3, Slot 116;

thence South 88°43'33" East a distance of 785.24 feet to a 1/2 inch iron pipe found at the southeast corner of the 8.38 acre tract and being a corner of Lot 472 in River Valley Highlands Section 9, Phase 2;

thence South 84°40'27" East a distance of 106.99 feet to a 5/8 inch rebar previously set at the northeast corner of the aforementioned 1.311 acre tract and being a corner of Lot 1113 in River Valley Highlands Section 13, Phase 1 as recorded in Plat Cabinet 3, Slot 14;

thence South 53°20'09" East a distance of 399.84 feet to a 3/4 inch iron pipe found at the northeast corner of the aforementioned 6.87 acre tract;

thence South 89°15'48" East a distance of 525.00 feet to a 5/8 inch rebar previously set at the northeast corner of the aforementioned 8.38 acre tract;

thence South 00°13'03" West, passing a 3/4 inch iron pipe found at 232.77 feet, a total distance of 681.43 feet to a 5/8 inch rebar previously set on the north line of the aforementioned 30.03 acre tract and being a corner of the 15.66 acre tract described in Deed Volume 353, Page 180;

thence South 88°57'22" East a distance of 371.84 feet to a 3/4 inch iron pipe found at the northeast corner of the 30.03 acre tract and at a corner of the aforementioned 15.66 acre tract;

thence with the east line of the 30.03 acre tract South 00°28'09" West a distance of 1595.76 feet to a 3/8 inch rebar previously set at the southwest corner of Lot 1 in 18 in The Brookside Addition as recorded in Plat Book 7, Page 70, and on the north line of Columbus Street;

thence the following five (5) courses with the north line of Columbus Street:

- (1) North 79°50'59" West a distance of 226.54 feet to a 5/8 inch rebar previously set;
- (2) with a curve to the right having a radius of 3699.69 feet, a central angle of 01°54'26", an arc length of 180.73 feet and a chord bearing North 73°59'46" West a distance of 189.72 feet to a 3/8 inch rebar previously set;
- (3) North 76°02'31" West a distance of 412.29 feet to a point;
- (4) North 78°15'43" West a distance of 475.69 feet to a point;
- (5) North 05°00'43" West a distance of 9.87 feet to a point on the west line of the aforementioned 15.66 acre tract;

thence North 00°40'03" East, passing a 5/8 inch rebar previously set at 22.49 feet, a total distance of 1160.23 feet to the point of beginning, containing 76.877 acres (62.925 acres in Section 26 and 13.902 acres in Section 35) and being, subject to all legal easements, restrictions and rights-of-way of record.

Markings are found on the survey filed in Survey Book 89, Page 19253. Rebars are set 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in December of 2016 by Tobin-McFarland Surveying, Inc., and was prepared by Thomas M. Tobin, Registered Professional Surveyor No. 7674.

Resources used that are pertinent to this survey are shown on this plat.

Bearings are based on the survey filed in Survey Book 89, Page 19257.

PDMA Community Parcel No. 00045002820 & 00045002810, Zone "C"

Scale: 1 Inch = 200 Feet

Surveyed For: John Walsh, CBC Design
Date: March 27, 2019

BY: *[Signature]*

Thomas M. Tobin, Dale
Registered Surveyor No 7674
TOBIN-MCFARLAND SURVEYING INC.
111 West Wheeling Street
Lancaster, Ohio 43130
Tel: 740-681-6760 Fax: 740-681-6819

EXHIBIT B

Preliminary Sketch Plan
(attached)