

BOARD OF TRUSTEES
JERSEY TOWNSHIP, LICKING COUNTY, OHIO

RESOLUTION No. 23-02-06-03

**RESOLUTION TO ENTER INTO AN ANNEXATION AGREEMENT
WITH THE CITY OF NEW ALBANY**

The Board of Trustees of Jersey Township, Licking County, Ohio met in a regular meeting on February 6, 2023 at 1481 Mink Street, Pataskala, Ohio 43062, with the following members present:

Dan Wetzel, Chairman

Jeff Fry, Vice-Chairman

Ben Pieper, Trustee

Trustee Wetzel moved the following:

WHEREAS, the Board of Township Trustees of Jersey Township (the "Board") has received an annexation agreement request from the City of New Albany, regarding two (2) parcels (+/-24.362 acres) located near the southwest corner of Harrison Road and Jug Street; and

WHEREAS, the Board has reviewed the proposed agreement and agrees to the terms set forth in the same.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF JERSEY TOWNSHIP, LICKING COUNTY, OHIO, THAT THE FOLLOWING RESOLUTION BE AND IT HEREBY IS ADOPTED:

Section 1. That the Board approves an Annexation Agreement with the City of New Albany related to two (2) parcels (+/-24.362 acres) located near the southwest corner of Harrison Road and Jug Street. The agreement is attached hereto as "Exhibit A".

Section 2. It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in accordance with all legal requirements including Ohio Revised Code §121.22.

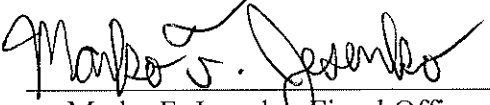
Section 3. This Resolution shall take effect at the earliest time provided by law.

Trustee Pieper seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

YEAS: Pieper; Fry; Wetzel

NAYS:

The motion carried and the Resolution was adopted.

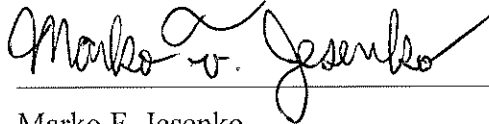
Attest: 
Marko F. Jesenko, Fiscal Officer

BOARD OF TRUSTEES
JERSEY TOWNSHIP, LICKING COUNTY, OHIO

CERTIFICATE

State of Ohio, Licking County

I, the undersigned Fiscal Officer of Jersey Township, Licking County, Ohio, hereby certify that the foregoing Resolution Number 23-02-06-03 is a true and complete copy of the Resolution adopted by a majority of the full membership of the Board of Trustees of Jersey Township at its regular meeting held on February 6, 2023 as was recorded in the official proceedings of the Board.

A handwritten signature in black ink, reading "Marko F. Jesenko", is written over a horizontal line.

Marko F. Jesenko

Jersey Township Fiscal Officer

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement"), is entered into as of the last date of signature below (the "Effective Date") by and between the City of New Albany, Ohio (the "City"), an Ohio Charter municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054, and the Township of Jersey, Licking County, Ohio (the "Township"), a township duly organized and validly existing under the laws of the State of Ohio having its address at 1481 Mink Street, Pataskala, Ohio 43062.

WITNESSETH:

WHEREAS, the City and the Township share certain boundaries and therefore have a mutual interest in the general area found east of Beech Road, west of Harrison Road, north of Smith's Mill Loop Road and south of Jug Street as described in Exhibit A and illustrated in Exhibit B; and

WHEREAS, the City and the Township desire to maintain a cooperative relationship that will foster economic development within the property and to provide for public infrastructure improvements that will serve the residents and property owners of the City and the Township; and

WHEREAS, in furtherance of this relationship, the City and the Township desire to enter this Agreement to memorialize the terms of their mutual agreement on the procedure under which the future annexation of the Property to the City will occur in order to ensure that such annexation is completed in accordance with the procedure that has been historically utilized by the City; and

WHEREAS, the City desires to work in good faith with the Township in order to identify certain public infrastructure improvements that the City will construct and fund in the general vicinity of the Property that will serve residents and property owners in the Township and the City.

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

1. Territory Defined: This Agreement shall cover and be applicable only to the Property, which is presently located within the boundaries of the Township. The boundaries of the Property shall not be reduced, enlarged, modified, or altered in any way except by written consent approved and given by the legislative authorities of both the City and the Township by means of appropriate action authorizing such reduction, enlargement, modification, or alteration. Any changes to the boundaries of the Property shall require a written amendment to this Agreement.
2. Annexation of the Property: On or after the Effective Date, all or part of the Property shall, upon proper petition(s) to and with the final approval of the Licking County Board of Commissioners (the "Commissioners"), be annexed to and accepted by the City under the conditions hereinafter set forth in this Section 2 and subject to all other conditions and limitations in this Agreement. It is anticipated that the real property identified in Exhibits A and B attached hereto and incorporated by reference will be the subject of an annexation petition to be filed with the Commissioners soon after the Effective Date.

- A. Procedure: Annexations of all or part of the Property to the City shall be filed pursuant to and comply with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, as such provisions exist on the Effective Date. It is the intention of the parties to require any petition seeking to annex all or a portion of the Property to the City to be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as set forth in this Section 2.A, and to prohibit the City from assisting or accepting an annexation petition concerning the Property which fails to comply with this requirement.
- B. Effect of Annexation: Immediately following both (i) the approval of a particular annexation petition affecting all or part of the Property by the Commissioners and (ii) the City's acceptance into municipal boundaries of the real property affected by the petition(s), then the annexed property shall be treated and viewed with the same legal effect as if it had been approved as an annexation completed under Section 709.02 of the Ohio Revised Code. Should, at any time, any Property annexed into the City, pursuant to this Agreement, be excluded from the Township, the City shall compensate the Township as in accordance with Section 709.19 of the Ohio Revised Code.
- C. In the event that the annexed Properties' redevelopment and associated change in use from agricultural and/or residential uses to commercial use results in a reduction in the total aggregate property tax revenue received by the Township from the Property in tax years 2023 through 2027, when compared with property tax revenue received by the Township for tax year 2022 (January 1, 2022 tax lien date) (Baseline Year), the City agrees to compensate the Township annually in an amount equal to any such aggregate reduction in said property tax revenue. In the event any of the parcels which make up the Property are combined with other parcels not subject to this Agreement, then in that case, the total tax property revenue received by the Township for such combined parcel(s) shall be utilized in the comparison calculation to the Baseline Year.
- D. Cooperative Efforts: Upon the filing of any annexation petition concerning all or part of the Property in accordance with Section 2.A of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.
3. Tax Increment Financing (TIF) in Jersey Township: If the City redirects real property tax revenue through Tax Increment Financing (TIF), then, by May 1 and November 1 of the year following the year in which the (TIF) becomes effective, and continuing each year thereafter, for the duration of the TIF the City shall pay to the Township an amount equal to the real property tax revenue the Township would have received during the previous calendar year, exclusively from all property tax levies for fire and emergency medical services (EMS), had the TIF not been granted by the City (the "Fire & EMS Payment").

4. Public Infrastructure: In addition to their agreement regarding annexation of the Property as provided in Section 2 above, the City and the Township desire to work cooperatively to identify new public infrastructure improvements that may be necessary to serve areas in the vicinity of the Property. To this end, the City and the Township acknowledge that certain improvements may need to be made by the City to Jug Street.

The City and the Township shall make reasonable and good faith efforts to identify such public infrastructure improvements in the future as the need arises and to negotiate the specifications and parameters for such improvements. Any commitments regarding the construction and/or financing of improvements as contemplated in this Section 3 shall require the prior approval of the New Albany City Council.

5. Miscellaneous:

- A. The term of this Agreement shall commence on the Effective Date and shall terminate at 11:59 p.m. on the fiftieth (50th) anniversary of the Effective Date (the "Initial Term"). Unless the legislative authority of the City or the Township, at least ninety (90) days before the expiration of the Initial Term or any subsequent term as provided herein, acts to terminate the Agreement at the expiration of said term, this Agreement shall automatically renew for consecutive terms of twenty (20) years each, with no limit on the number of renewal terms.
- B. Notices. Any notice required to be given hereunder shall be given in writing by ordinary United States mail, postage prepaid, by nationally recognized overnight courier or by hand delivery addressed to the parties at their respective addresses as set forth below.

If to City:

The City of New Albany
Attn: City Manager
99 W. Main Street
New Albany, Ohio 43054
Fax: (614) 855-8583

If to Township:

Jersey Township Board of Trustees
Attn: President
1481 Mink Street
Pataskala, Ohio 43062
Fax: _____

Notices shall be deemed received at the earlier of (i) actual hand delivery to the address of the receiving party, (ii) when received or when receipt is refused or (iii) two business days following proper deposit in the United States mail or delivery by facsimile.

- C. Entire Contract. This Agreement embodies the entire understanding among the parties with respect to the subject matter herein contemplated. Any amendments hereto shall be in writing and shall be executed by both the City and the Township.

- D. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

[Remainder of this page intentionally blank – Signatures on following page.]

City of New Albany

By: _____
Joseph Stefanov, City Manager

Date: _____

Approved as to Form:

Ben Albrecht,
Law Director

Jersey Township

By: Dan Wetzel
Dan Wetzel, Trustee

By: Jeff Fry
Jeff Fry, Trustee

By: Ben Pieper
Ben Pieper, Trustee

Date: 2-6-23

Approved as to Form:

[INSERT NAME AND TITLE]

EXHIBIT A

Description of the "Property"

EXHIBIT A

LEGAL DESCRIPTION

Situated in the State of Ohio, County of Licking, Township of Jersey, Lot 18 of quarter Township 2, Township 2, Range 15, United States Military Lands, being all of a 12.397 acre tract per deed (12.414 acres as Surveyed), Auditor Parcel Number 037-111930-00.000, conveyed to Jatinder Singh Sethi and Preet Mohinder Singh Longia in Instrument Number 201803070004271, and all of a 11.884 acre tract per deed (11.948 acres as Surveyed), Auditor Parcel Number 037-112110-00.000, conveyed to Jack L. Plumley and Carolyn K. Plumly in Instrument Number 196801010004332 at the Licking County Recorder's Office, being more particularly described as follows;

Commencing for reference at a point on the northwest corner of said Lot 18, said point being South 03° 31' 00" West a distance of 2.49 feet from a 1 inch iron rod found in a Monument Box;

Thence South 86° 21' 38" East with the north line of said Lot 18 and the centerline of right of way of Jug Street Road a distance of 666.89 feet to a point on the northwest corner of said Sethi tract, said point being on the northeast corner of a 26.335 acre tract as conveyed to COI New Albany 315 LLC in Instrument Number 202106030016710, and said point also being the True Point of Beginning of the tract herein described;

Thence South 86° 21' 38" East with said north line of said Lot 18, the centerline of right of way of Jug Street Road and the south line of a 476.757 acre tract as conveyed MBI Holdings LLC, a Delaware limited liability company in Instrument Number 201912030026846 a distance of 626.77 feet to a point on the northeast corner of said Plumley tract, said point being on the northwest corner of a 3.158 acre tract as conveyed to Sean P. Clipner in Instrument Number 201110170019624;

Thence South 03° 19' 59" West with the west lines of said 3.158 acre tract, a 8.075 acre tract as conveyed to Wilma and Hartsel J. Coffman in Instrument Number 200207160026096, a 8.114 acre tract as conveyed to Princeton Corner LLC, an Ohio Limited Liability Company, in Instrument Number 201911270026479, a 8.114 acre tract as conveyed to Lani K. and Michael A. Elschlager in Instrument Number 199602090003186, and a 8.116 acre tract as conveyed to Frances A. Bednar and Karen E. Colter in Instrument Number 199902260008217, passing a ¼ inch iron pipe found at 25.85 feet and 1690.79 feet, a total distance of 1693.45 feet to point on the southeast corner of said Plumley tract, said point being on the southwest corner of said 8.116 acre tract, said point also being on the south line of said Lot 18, and said point also being on the north line of a 11.495 acre tract as conveyed to Smith Mill Rd. LLC, an Ohio Limited Liability Company in Instrument Number 201502250003370;

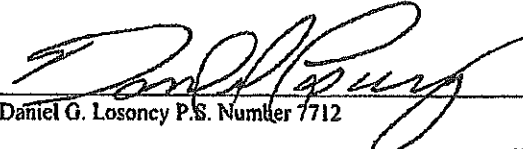
Thence North 86° 10' 34" West with the north of said 11.495 acre tract and the south line of said Lot 18 a distance of 627.29 feet to a point on the southwest corner of said Sethi tract, said point being on the southeast corner of said 26.335 acre tract;

Thence North 03° 21' 00" East with the east line of said 26.335 acre tract, passing a ¼ inch iron pipe found at 1.76 feet and an iron pin set at 1661.43 feet, a total distance of 1691.43 feet to the True Point of Beginning, containing 24.362 acres more or less and subject to all covenants, easements and restrictions of record.

Bearings are based on the centerline of Jug Street Rd. (CR 22) and the north line of Lot 18 of Quarter Township 2 being South 86° 21' 38" East and were obtained through GPS observations using the Ohio State Plane Coordinate System, South Zone, North American Datum 1983 (2011) and are used to denote angles only.

All iron pins set are 5/8 inch diameter by 30 inch long rebars with plastic caps marked "STONE BOUNDARY".
Prior Instrument References as of the date this survey was prepared: Instrument Numbers 201803070004271 and
196801010004332.

This description is based on an actual field survey performed by or under the direct supervision of Daniel G.
Losoncy, PS, in September 2022.


Daniel G. Losoncy P.S. Number 7712

10/28/22
Date



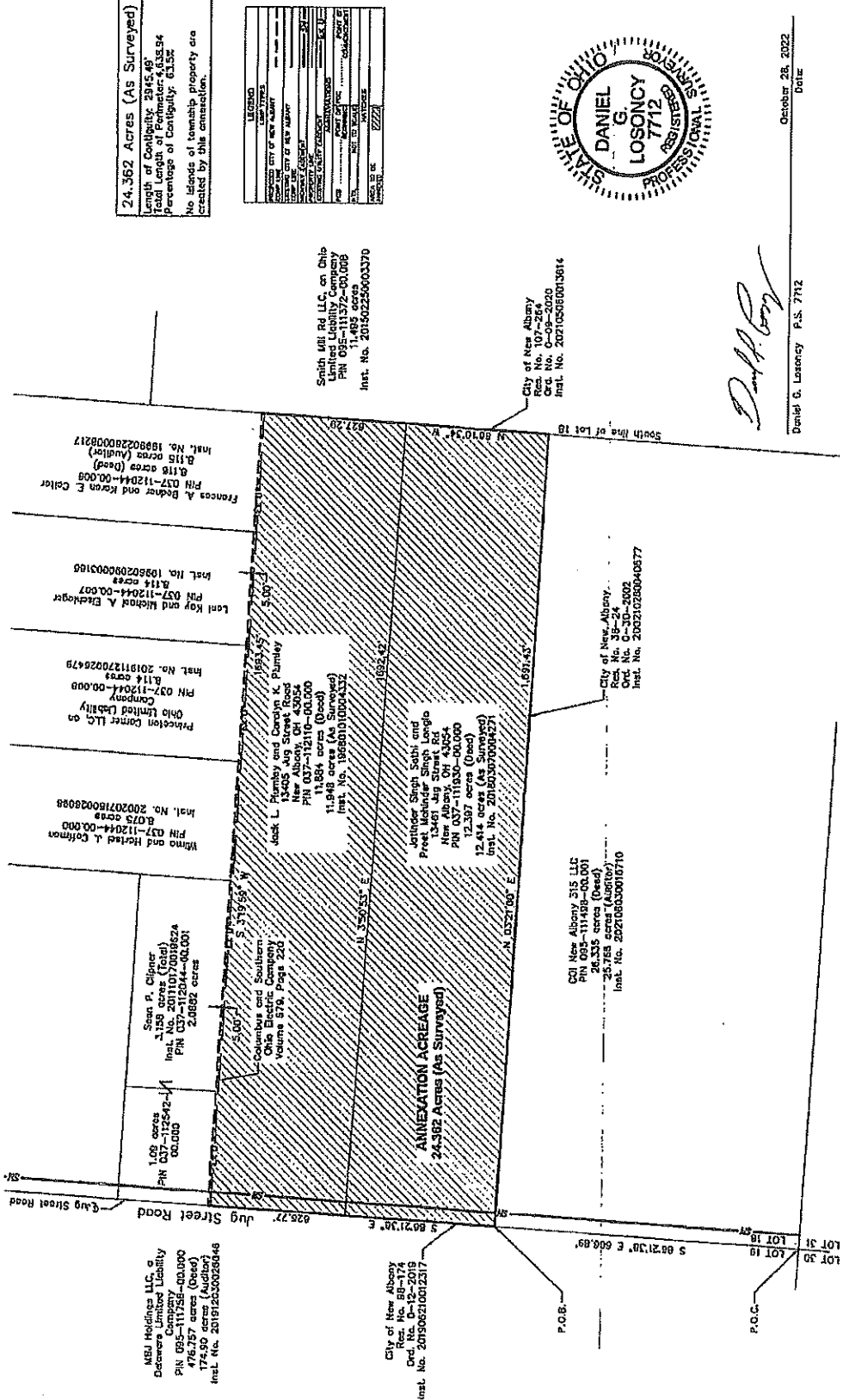
EXHIBIT B

Depiction of the "Property"

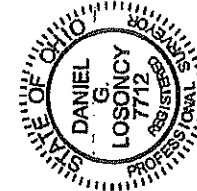
EXHIBIT B

24.362 ACRES (As Surveyed) ANNEXATION FROM THE TOWNSHIP OF JERSEY TO THE CITY OF NEW ALBANY, STATE OF OHIO, COUNTY OF LICKING, TOWNSHIP OF JERSEY BEING IN LOT 18, 1/4 TOWNSHIP 2, TOWNSHIP 2, RANGE 15, U.S.M.L.

- NOTES
1. Boundaries are based on the certificate of Aug Street Rd. (CR 22) and other data obtained through GPS and other data obtained through GPS and other data obtained through GPS.
 2. Pertinent Documented Tax Maps, referenced deeds of record and plans.



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D. G. Losoncy

October 28, 2022
Date

Daniel G. Losoncy P.S. 7712

