SERVICE COMMITTEE

March 18, 2024

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

Council Chambers

AGENDA

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

ESOLUTION NO. 24-27
Y:
A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH JOSH GREER, ALAINA GREER, CAILEIGH HUGHES, AND SPENCER BARKER, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
WHEREAS, Property Owners Josh Greer and Alaina Greer are in possession of real roperty located at 797 Country Club Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and roperty Owners Caileigh Hughes and Spencer Barker are in possession of real property located to 798 Craig Parkway, Newark, Ohio, Parcel No. 054-254034-00.000 (collectively referred to as the "Property Owners"); and,
WHEREAS, the parcels owned by Property Owners are situated near a naturally ccurring hill, leading to drainage issues which have negatively impacted the surrounding eighborhood parcels; and,
WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the trainage concerns; and,
WHEREAS, the addition of a better drainage system will decrease water runoff in the rea, avoiding potential property damage or injury; and,
WHEREAS, in order to effectuate this project, Property Owners and City desire to enter nto the Cooperative Agreement attached as Exhibit "A."
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:
SECTION ONE: The Director of Public Service is hereby authorized and directed to enter into a cooperative agreement with Property Owners for the purpose of constructing a drainage system.
SECTION TWO: This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.
Passed this, 2024.

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PRESIDENT OF	COUNCIL

ATTEST:
CLERK OF COUNCIL
DATE FILED WITH MAYOR:
DATE APPROVED BY MAYOR:
MAYOR
FORM APPROVED:
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

COOPERATIVE AGREEMENT

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

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

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

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

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

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

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

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

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

EXHIBIT

Apple 1

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

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

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

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

CITY OF NEWARK

Director of Public Service	Date
PROPERTY OWNERS	
Josh Greer	Date
Alaina Greer	Date
Spencer Barker	Date
Caileigh Hughes	Date

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

Wilson's Lawncare & Landscaping

Estimate

Date Estimate # 2/9/2024 10167

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

"Quality Service from the Ground Up" www.WilsonsLawnCare.com

	EXHIBIT	
tabbies*	A	

Description	Qty	Rate	Total
Drainage Project - Scope of work: Alaina Greer 797 Country Club Drive Newark, Ohio 43055 Trench & install a 215' of 4" Socked Perforated Pipe starting at the pipe where it comes in the backside of the property heading diagonally across the backyard toward the entrance at the south side of the house & towards Country Club Drive to tie into the 18" Double Wall Storm Sewer Drain that is approximately 3' in depth. In the area before we come out of the backyard we will run (2) legs of pipe in the yard to help gather more water & carry it out - Pipe will be installed per the provided drawing. Apply (7) tons of pea gravel around the pipe. The disturbed lawn areas will be back filled & all trenches will be covered back to original neight using existing soil. Grass Seed / Starter Fertilizer / Straw will be applied to disturbed areas for erosion purposes only.	1	5,016.85	5,016.85
Deposit of 1/2 down required. Remaining balance due upon completion.	Subtotal	/7.0F0/\`	\$5,016.85
TERMS OF PAYMENT:		x (7.25%)	\$0.00
Pricing is good for (30) days. All prices subject to applicable sales tax.	Total		\$5,016.85

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

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

Fuel Surcharges maybe applied to final invoice.

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

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

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

RESOLUTION NO. <u>34-28</u>
BY:
A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO COOPERATIVE AGREEMENTS WITH JASON DALE HOTTINGER, CHERI LYNN HOTTINGER, AND VARIOUS PROPERTY OWNERS ON STONEWALL DRIVE SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
WHEREAS, Property Owners Jason Dale Hottinger and Cheri Lynn Hottinger are in possession of real property located at 894 Jonathan Lane, Newark, Ohio, identified as Licking County Auditor Parcel No. 054-289206-00.000; and,
WHEREAS, 894 Jonathan Lane is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels located on Stonewall Drive; and,
WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist property owners on both Jonathan Lane and Stonewall Drive in funding the cost of repairing the drainage concerns; and,
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,
WHEREAS, in order to effectuate this project, the City of Newark and the respective property owners desire to enter into the corresponding Cooperative Agreements attached as Exhibits "A" and "B."
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:
<u>SECTION ONE</u> : The Director of Public Service is hereby authorized and directed to enter into cooperative agreements with property owners on Jonathan Lane and Stonewall Drive for the purpose of constructing a drainage system.
SECTION TWO : This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.
Passed this, 2024.

PRESIDENT	OF	COLNCII
LKE2IDEN I	UF.	COUNCIL

ATTEST:
CLERK OF COUNCIL
DATE FILED WITH MAYOR:
DATE APPROVED BY MAYOR:
MAYOR
WATOK
FORM APPROVED:
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

COOPERATIVE AGREEMENT

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

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

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

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

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

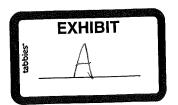
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

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

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

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

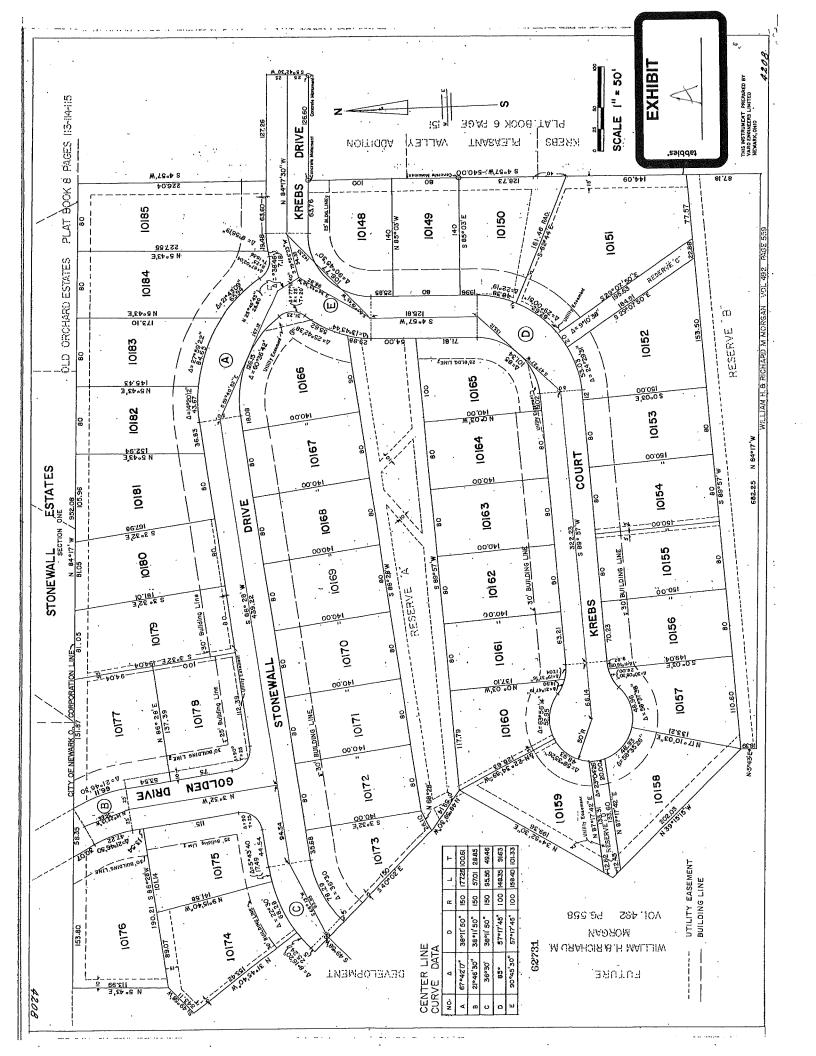
1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution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



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

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

N WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated pelow:			
CITY OF NEWARK			
Director of Public Service		Date	_
PROPERTY OWNERS			
Jason Dale Hottinger	Cheri Lynn Hottinger	Date	



STONEWAL

SECTION

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

HEREON PLATTED, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT COR-RECTLY REPRESENTS ITS STONEWALL ESTATES, DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE ALL OR PARTS OF THE COURTS THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR., PRESIDENT AND DONALD ROBINSON SECRETARY TREASURER DULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND AND DRIVES SHOWN HEREON AND NOT HERETOFORE, DEDICATED. EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONSTRUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ADJACENT LOTS AND FOR STORM DRAINAGE IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY, OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS JET DAY OF THEIR 1968

WITNESS

ARKAY HOMES INC.

STATE OF OHIO LICKING COUNTY OHIO

SÜRER RESPECTIVELY OF SAID ARKAY HOMES INC. WHO ACKOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BEYTHEIR VOLUNTARY ACT AND DEED AND THE . VOLUNTARY ACT AND DEED OF SAID ARKAY HOMES INC. FOR THE USES AND PURPOSES WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREA-BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED HEREIN EX PRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS (23... DAY OF TITMEN A.C. 1968



NOTARY PUBLIC, LICKING COUNTY, OHIO MY COMMISSION EXPIRES SEARCH

ESTATES

ONE

THIS LAYOUT OF STONEWALL ESTATES, BY RESOLUTION PASSED 12 DAY OF MARCH 1968 THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROYES

COMMISSION SECRETARY

- DAY OF Masch. 1968 THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 68-16. PASSED THIS. 18 DAY OF 771046. IS

ATTEST DENTE OF GOUNCIL

THE LAND HEREON PLATTED TRANSFERRED THIS 25 DAY OF MARCA 1968 TOTAL ACREAGE 15.897 FEE 3 2

LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 28 DAY OF PAGE AT 3 40 AND RECORDED THE 29 DAY OF PAGES 77-73-73 WITH RESTRICTIONS ATTACHED. 62731

RESTRICTIONS FEE 4.00 TOTAL FEE PLAT FEE

LICKING COUNTY RECORDER

NOTES

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

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

REG. SURVEYOR NO. 4626

THIS INSTRUMENT PREPÁRED BY VARO ENGINEERS LIMITED, NEWARK, OHIO

APFROVED

FOR TRANSPER

JOHN N. WATEINS

Liching County Engineer

1208-

0200 (Sec. 1) \$ 10024 38 JOO22 3000/8 d'®10016 200 32 SOL 352 (C)001 \$ (\$) ezoo1 10021 (3) SZ001 3 8 2 185-50-W V 03. 26: 50"W \$555 \$3555 71001 134,52 ji D TOWNSHIP 2, RANGE 12, PART OF LOT 6. NEWARK TWP. LICKING CO. OHIO. Ido E. Milner Vol. 297 Ap. 339 Vol. 430 Ap. 3038 (£)0966 (B) /100/ ki (3) 6000/ 10004 31 10006 31 100 1 000 0010 ES174 3 2962 (F) Walter K. Eogle Vol.445 Pg. 210 00000 9968 ٧ A H H H G 8666 COLDEN 3963 9005 B (3) **8** 55 CURVE DATA 2-6-07-50-1-8-4-00-03 8266 (49) 1266 9377 (§) 2997 ٨ 9973 3 \$ 82cc 18 S2500 39768 100 Seec 2984 2766 . (§) 9967 (35 3982 770 3.02 18.00 6866 0666 8.321 8.00 8.00 8.00 8.00 HEOTM Morgans North 40 Ravised 1st Addition of 5k.8 Pg 102 ,0, 107 201107 ng Commission Secretary Notory Public, Licking County Ohio.
My commission expires at the state of the state The land hereon platted has been transferred this 28 Day of Lydra Lul. 1864. Auditing ree 5.25.2. The Planning Commission of Newark Township hereby approves the loyout of Old Orehard Estates Addition by Resolution Na. passed this 13 day of Community. herein, those coused the within delineated lends to be surveyed, leid out and platted on so herein shown, and soid carporation as the owners thereof does herein shown, and soid carporation as the owners thereof does herein go devicate the bublic use trever the Streets as designated and shown a said lot having acquired title by deeds recorded in Volume 516, page 491 and Volume 518 page 421 and said Volume 518 page 421 and said the following soil platters and soil courty graced and Roads are marked on the plat in feet and decimal parts thereof. Our streets and Roads are marked on the plat in feet and decimal parts thereof. Bublic use are neverly designated for use as such. Essaments reserved and piven where indicated on the plat for Public Utility The Essaments and beneated the ground. The restrictions afterned therefor the hereby made on the platt for Public Utility fully rewritten herein. The undersigned further agrees that this devication is a concentral inding aureliance further agrees that this devication is a concentral inding aureliance further agrees that this devication is a concentral inding aureliance further agrees that this devication is a concentral inding aureliance further agrees that this devication is a concentral platt here to efficie out assigns, forever, we have this 21st day signed and exknowledged in the presence of: STATE OF OHIO, COUNTY OF LICKING 33.

Before me a Notory Public in and for baid county, personally came the above named a Rothery Public in and for baid county, personally came the above named a Rothery of Fulfon Price Inc. and acknowledged the signing of the foregoing instrument to be their voluntary and deed as president and secretary of the soid Fulfon Price Inc. In Witness whereof I have hereunto set my hand and office and protorial seel this 211 and of the set will hand and office only natorial seel this 211 and of the set will be set my natorial seel this 211. an Ohia Corposotion, by its officers elety outhorized thin or an one confined to be surregulated loid out and and another surregulated to surregulated or as a series of the confined to a designated and shown an another of electric the affects of the streets of the surregulated to the confined to the c 24 - Secretary The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 22th day of Sapt. The County Engineer of Licking County, Ohio, hereby appraves the layout of Orchard Estates Addition this 28 day of Sept 1964 .President The Planning Commission of the City of Nawark. Chic, hereby operaves this layout of Old Orchard Estates Addition this Leby. Goy of Addition. 1964. We do hereby cartify, that we have surveyed the above premises, prepared; e foregoing plat and that said plat is correct. Then pins or placed placed of it is correct. Then pins or placed to life corrects and curve points. Chairman, Newark Township. Trustees. The above plat and attached restrictions were received for recording this 22 ft boy of Lytherwales 1864 in Plat Book 191. 8 - Pages 1/3, 1124/154 Fee: Plat Logy of Lytherwales 1864 in Plat Log Market 1864 in Plat Life Lytherwales 1864 in Plat Lyt Licking County Commissioners Charles Colonary Auditoric County Engineer. The same City of Newark Planni A. R. JOBES & ASSOCIATES - CONSUL Licking , , James Buch This instrument prepared by. Fu/ton 5377 . 7.4

Fulton Price Inc. an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 566, Page 491 and Volume 575 Page 775 of the Licking County Records.

The dimensions of all Lats, Streets and Roads are marked on the Plat in feet. M. TOWNSHIP 2 and decimal parts thereof: dimensions on Curves are chord distonces. The Streets and Roads not hereto fore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plot for Public Utility: purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this Plat as if fully rewriften herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever; we have this 25 day of 1864 the second our heirs and assigns, forever. 196# here to affixed our hands Signed and acknowledged in the presence of L. Janies Poular By My Richard Fullow President By Myrion E. Price Secretary \$\frac{5}{5}TATE OF OHIO. COUNTY OF LICKING \$3.

\$\frac{5}{5} Defore me a Notary Public in and for said county, personally came the above named. Richard Fulton president and Myron E. Price, secretary of Fulton Price Inc.

and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton Price Inc.

In witness whereof I have hereunto set my hand and affixed my notorial seal this \(23\) day of \(\frac{5}{25}\) foreign \(\frac{1}{25}\) day of \(\frac{5}{25}\) L. Daws Sondan Notary Public, Licking County Ohio. My commission expirés of Lott 1950 187.03 R.C. The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No passed this 13 day of august 1964 a. C. Count Chairman, Newark.Township.Trustees... The County Engineer of Licking County Ohio, hereby approves the layout of Orchard Estates Addition this 28 day of Sept 1964 9993 Old Orchard Estates Addition this 28 A. Wark Lot 101. Licking County Engineer. The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 28th day of Sept. 1964. 9992 Byron Van atta. Lotioz 9991 Licking County Commissioners The land hereon platted has been transferred this 28 day of listemen 1964 Total Acreage 37.952 Auditing Fee \$ 3.50 Morgans North 40 Qurel E. Coffman Licking abouty Auditored Devised 1st Addition Bk.B. Pg 102 9990 26230 Lof 103 The above plat and attached restrictions were received for recording this 29 th day of fortular 1964 in Plat Book Vol. 8 Pages 113, 1144/15

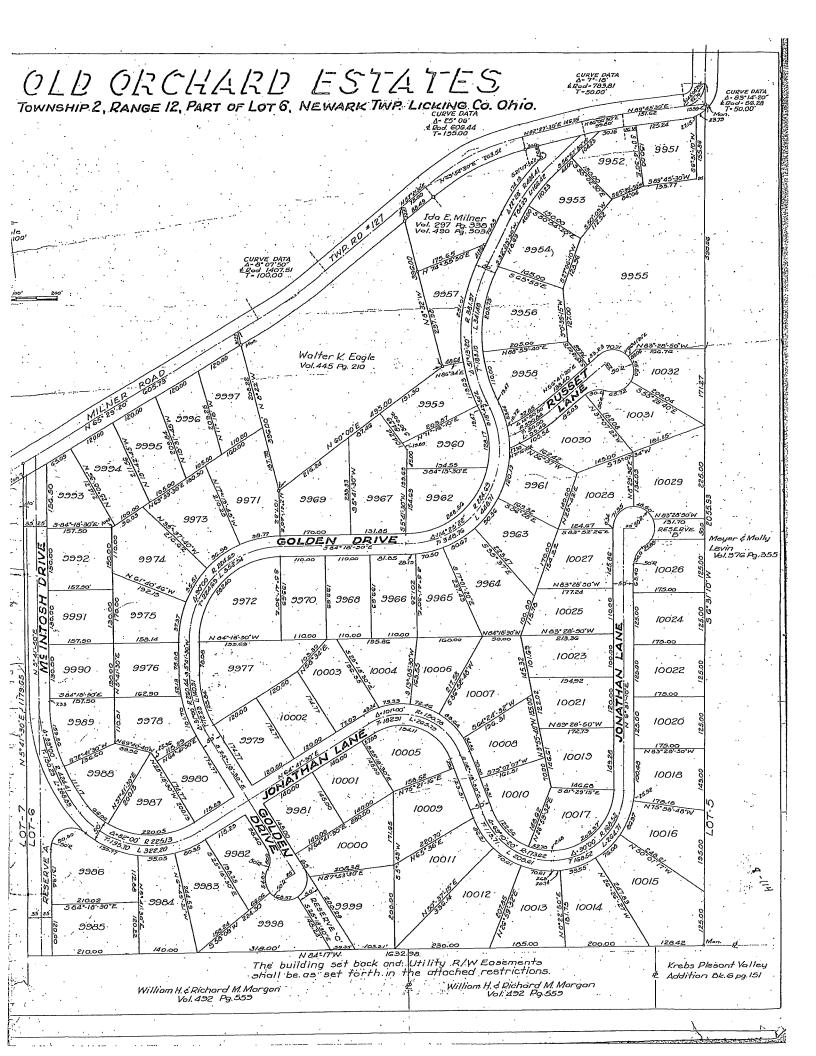
Fee: Plat \$ \$1.44 7270:30 select AM - Recorded Signature 28, 1964

Destriction \$ 5.00

Total / \$ 13.64

Licking County Recorder 9989 We do hereby certify, that we have surveyed the obove premises, prepared is foregoing plat and that said plat is correct. Iron pins are placed at all lot corners and curve points. A, P. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. alom Pofes 2006; The Planning Commission of the City of Nework Ohio, hereby opproves this layout of Orchard Estates Addition this 25 day of Affects 1964. 9995 City of Newark Planning Commission Secretary 210.00 1.44 APPROVED.

FOR TRANSFER # JOHN N. WATKINS # Littles Courty Registra For Modification of Restriction See Deed Record Vol 648 Pg 353 SEE INST # 199811030042060 This instrument prepared by Colon R Jefeo



ORCHARD ISTATES IX, LICKING COUNTY, A SUBDIVISION IN THE TOWNSHIP OF B

the following covenants, agreements, conditions, provisions, assumins; restrictions and chages have been adopted by Pritter Rices, instructions and chages have been and uniform approvements; restrictions and chages have been and uniform approvements and promitive of all property described in said of dechand Enterges, and the same of the characteristic of all property described in said of dechand Enterges, as Subdividion in the Tomaniby of Nemark, Licking Country, Chils, and for the hard, in the Tomaniby of Nemark, Licking Country, Chils, and for the hard, and the properties of all presents and the covening agreements, conditions; page 10 hold to inclide and ansa the covening agreement, conditions; page 10 hold to inclide and hard heavies hereful not good farth, Sail 10 hold to inclide and hard a fight of country factor of the country of a good farth, Sail 10 hold to inclide and hard a fight of country factor of the country of an agod farth, Sail 10 heavies incline and their controlled and the restriction and their controlled and their sail is serviced by the country of the good farth, Sail 10 heavies, and in a fight of the interpretation of an interpretation of the present of sail present on property in the control of the present of the present of the present of the country of the sail of the present of the present of the country of the sail of the present of the country of the sail of the sail of the sail of the country of the country hall be presented t

ARTICLE II. Exceptions

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ARTICLE VIII. Right to Enforce

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AKTICLE IX . Duration of Restrictions

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any ties while said lops or any parties thereis are oned in whole or in part by either byrom in principles. Frites or the translation of population of the present of the present of the present of the provided while while the subject to all of the articles of these restriction, provided to know that articles of the provided the provided the provided provided the provided provided the provided provided the profession of the extensively to present the or to everyther the processure of any act present to the use of said present or to everythe the present of the series of the provided in the series of the provided the translations of the present of the present of the translation of said for exist the provided in the series of said for exist the provided in the series of said for exist the provided in the series of said for exist the provided in the series of said for exist the provided in the series of said for exist the provided in the series of said for exist the provided in the present of said for exist the provided in the present of said for exist the provided in the present of said for exist the provided in the present of said for exist the provided in the present of said for exist the provided in the present of said for exist the provided in the present of said for exist the provided in the series of said for exist the s

ARTICLE III. Nulsances

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RTICLE IV. Use of Land

All of the land included in said tract, except as herein

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Expressly provided, shall be used for privite residence purpose only. Robitiding or buildings of say Kind whaterwoore shall be seeked on my remains a such designates one shall be seeked on my remains a such designated and counter such shall be seeked on my remains a such designated and counter such flow use of a coupasts of the designate garages for her est was of their own of a which hall be built and maintained as here finders provided here. And the hall be built and maintained as here finders provided here. The receptions that and maintained as here finders provided here. The first such that the state of the such including here, provided here. Factor, first a shall be entitled to subdivide adolting a tentral properties of the first provided here. Factor, first a shall be entitled to subdivide adolting a tentral provided here. Factor, first on consent of Felton Prios. Int. or trie sasking in this critical for the first and the state of the stands of the first the first the submitted has been present, any court of two creates of special for this or the stands dealthing.

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and Putton Prior in the residual in the said Putton Prior Inc.

In the said Putton Prior in the said Putton 77.F



QUOTE

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

Fax: 740-349-7101

PLAN SET DATE
DATE
QUOTE #
WAGE
VALID UNTIL

4	
NA NA	
10/30/2023	
1	
Non-Prevailing	
11/29/2023	

36,475.00

Jonathan Lane Project - Newark Stormwater Project

Storm Drainage Improvements

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

COMBINED TOTAL \$ 36,475.00

TOTAL \$

EXCLUSIONS:

Permits & Fees

Soils Engineering & Testing

Unsuitable Soils Removal & Replacement

Tree Removal

Damage/Replacement of Fencing

Damage/Replacement of Driveways

Existing Structures Condition

Relocation and/or Removal of Existing Utilities (unless otherwise noted above)

Soils Imported or Exported Off Site (unless otherwise noted above)

Soil Stabilization (unless otherwise noted above)

Concrete Placement (unless otherwise noted above)

Hydrovacing Existing Structures

QUALIFICATIONS:

Quote is good for 30 days.

Compaction is based on standard proctor.

Price is based upon performing all work quoted.

Items not specifically included, are excluded.

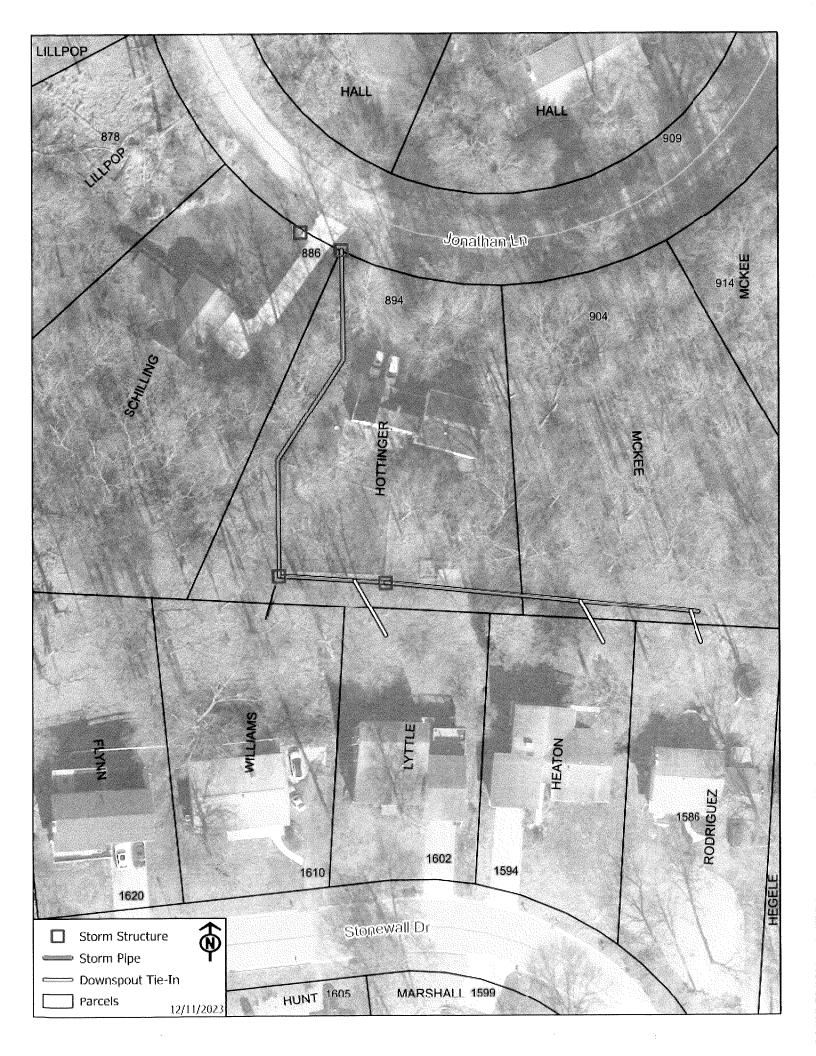
Scope of work meeting prior to contract signing.

Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,

Richard Tury





COOPERATIVE AGREEMENT

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

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

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

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

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

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

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

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

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

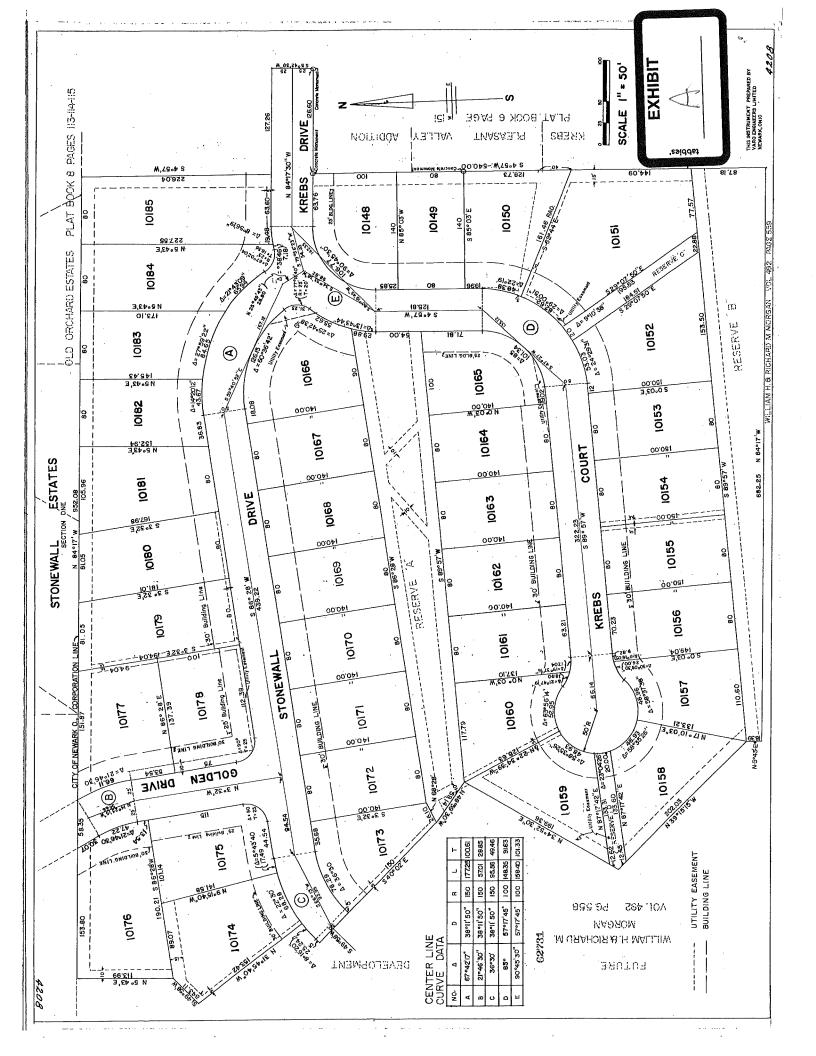


costs and other adjustments. In no case, however, shall such the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications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

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

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

below:		
CITY OF NEWARK		
Director of Public Service	 e	 Date
PROPERTY OWNER		
Property Owner Name	Signature	Date



ESTATES

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

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

RUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BEN-EATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONST-ADJACENT LOTS AND FOR STORM DRAINAGE IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS (32" DAY OF 17 ARKEY 1968

ARKAY HOMES INC.

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LICKING COUNTY OHIO STATE OF OHIO

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS (3). DAY OF TITHE (4). 1968



NOTARY PUBLIC, LICKING COUNTY, OHIO MY COMMISSION EXPIRES SONF. 1973.

THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROVES THIS LAY OUT OF STONEWALL ESTATES, BY RESOLUTION PASSED L2 DAY OF MESCH 1968

PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 62.26. PASSED THIS $18^{\frac{2}{3}}$. DAY OF ZHOME, B68

ATTEST PRINTED BLANDINGL

THE LAND HEREON PLATTED TRANSFERRED THIS 25 DAY OF TARGET 1968 TOTAL ACREAGE 15897 FEE 35 À

LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 2.8 DAY OF PAGES AT 3.70 AND RECORDED THE 2.9 DAY OF PAGES IN PLAT BOOK 7. PAGES 71-73-73 WITH RESTRICTIONS ATTACHED. 62731

FEE 4.00 TOTAL FEE RESTRICTIONS

LICKING COUNTY RECORDER

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

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

REC. SURVEYOR NO. 4626

APPROVED DON TICKNEPED TOWN IN WATKINS TICKING COUNT ENGINEER



THIS INSTRUMENT PREPARED BY VARO ENGINEERS LIMITED, NEWARK, OHIO

4208-

16.75 W 15.36.46 W 0200 3800022 A 30016 2001(36) 8/00/B V83.28V 405 FEB. , E) 500Z001 SE 1001 (8) EZ001 @ 52001 10021 \$ \$385 V N.63-28:50'W N83"26"30"W (3) Chulleting of Sections A Riberton The building set book and Utility KIW Cosements shall be as set forth in the attached restrictions ji (3) g 36.6 (3) (3) (3) (4) 12:0:00 TE 21001 9000 2964 10001 100 E. Milner 4 101. 297 Pr. 338 4 101. 430 Pr. 303.8 12 (26) ESSE 15 (E) 09 6 6 . (3) 55/4 2000 SECTION OF THE PARTY OF TH (a) 6000/ DRIVE 3 2967 (3) Walter K. Eogle Vol.445 Pg. 210 William H. e. Brehard M. Morgan. ٧ 19 E 20 BEEF GOLDEN /0002 (3) (3) (8) E 23.23 (9) (3) 997/ 29977 7666 (6) 9666 3378 B 3964 . (§) 99.67 (35) .. 98869 6866 HSOTNY PM 86.021 866. 37 07 07 100, 107 100, 107 100, 107 100, 107 100, 107 701107 herein, how coused the within delinated longs to be surveyed, laid outhorized herein, how coused the within delinated longs to be surveyed, laid out and hotted as burkeyed, laid out and hotted as herein above, and said corporation as the owners thereof does herein believe to built laid the said designated and shown an early plot hoving acquired this built deads recorded in Volume 515 loops 431 and Volume 515 loops 431 and Volume 515 loops 431 and hot hoving acquired the Licking County Records are laided are marked on the plot in feet and decinal parts thereoff dimensions on Curves are chard distances. The Streets and decinal parts thereoff dimensions on Curves are chard distances. The Streets on such. Easimants reserved and given where indicated on the plot for public Utility purchase herein the control herein affected herein are hereby made a part of this plot as if fully rewrithen herein. The undersigned further agrees that this dedication is a covernort binding ourselves, our heirs and assigns, forever, we have this 3.5° day of Calmers 1862, here to affixed our hands. City of Newark Planning Commission Secretary Notory Public. Licking County Ohio.
My commission expires and the state of the stat The land hereon plothed has been transferred this 28 day of Lapten Lev. 1964.
Total Acrosos 27 864.
Auditing Fee \$ 32 ---A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. Consulting to the Consulting of the Consul The Planning Commission of Nework Township hereby approves the loyout of Orchard Estates Addition by Resolution Na passed this 13 day of Committees A By Hilland Filler President By My word S. Park County, Ohio, hereby approves the layout of day of Sept 1964 The Planning Commission of the City of Nework, Ohio, hereby operaves this layout of Old Orchard Estates Addition this.—25_ day of Mission is the We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct. Iron pins are placed at all lot corrects and curve paints. Chairmon, Newark Township Trustees. The above plat and affacted restrictions were received for recording this 22 th day of Apparature 1984, in Plot Book Vol. 8 Pages 1/3 (1247)/5 Fee: Plot of Apparature 1984, in Plot Book Vol. 8 Pages 1/3 (1247)/5 Fee: Plot of Apparature 1987 Fee: Pl Commissioners Charles Coffman Licking Abouty Auditorie Licking County Engineer . . Byon han gara The County Engineer of Licking Old Orchard Estates Addition this 28

· an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 586, Page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plat in feet Township 2 and decimal parts thereof; dimensions on Curves are chord distances. The Streets and Roads not hereto fore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plot for Public Utility purposes above and beneath the ground. The restrictions attached hereto are hereby made a part of this Plat as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding aurelives, our heirs and assigns, forever, we have this 28th day of Salar 1964 here to affixed our hands. L. Janis Joshy Signed and acknowledged in the presence of: By M. Richard Fullow President By Myron E. Price Secretary STATE OF OHIO, COUNTY OF LICKING SS.

Defore me a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc.

J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc.

and acknowledged the signing of the foregoing instrument to be their voluntary act

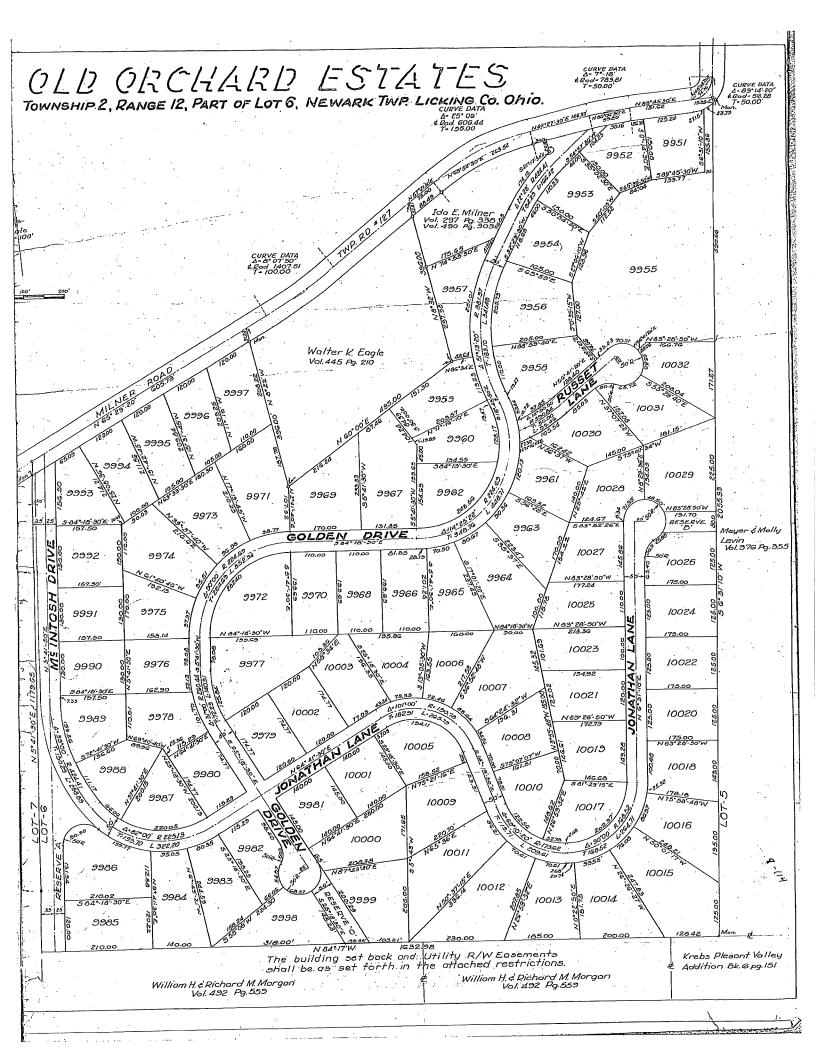
and deed as president and secretary of the said Fulton Price Inc.

In witness whereof I have hereunto set my hand and affixed my notorial seal

this 23 day of Septim 1964 L. Janus London Notary Public, Licking County Ohio. My commission expires of death 1950 147.03 R.C. The Planning Commission of Newark Township hereby approves the layout of Orchard Estates Addition by Resolution No. passed this 13 day of Charge 1964 Old Orchard Estates Addition by Resolution No. a. R. Pound Chairman, Newark. Township. Trustees... The County Engineer of Licking County, Ohio, hereby approves the loyout of Old Orchard Estates Addition this 28 day of Sept 1964 9993 1. Wark Lot 101. Licking County Engineer. The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 28th day of Sept. 1964. 9992 Lot 102 9991 Licking County Commissioners The land hereon platted has been transferred this 28 day of liptimles 1964 157.50 Total Acreage 57.952_ Auditing Fee \$3.50_ Morgans North 40 9990 Revised 1st Addition Qurel E. Coffman Licking abouty Auditorec BK.8 Pg 102 26230 Lot 103 584 16 30 E The above plat and attached restrictions were received for recording this 28 th day of September 1964 in Plat Book Vol. 8 - Pages 113,1144/15 9989 Plát

Destriction \$ 5.00

\$ 13.61 8_8.64__ Robert E. Wis Licking County Recorder We do hereby certify, that we have surveyed the above premises, prepared is foregoing plat and that said plat is correct. Iron pine are placed at all lot corners and curve points. A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. Registered Sucreyor \$ 5006 9986 nning Commission of the City of Nework Ohio, hereby approves this layout Orchard Estates Addition this 25 day of Affaile 1964 9985 allex R. Francis City of Newark Planning Commission Secretary 1.50 APPROVED. For Modification of Restrictic See Deed Record Vol 648 Pg 353 5 Lietling Courty E. This instrument prepared by: alon of Jefen SEE INST # 199811030042060



RESTRICTIONS APPLICABLE TO OLD ORCHARD ESTATES UBDIVISION IN THE TOWNSHIP OF NEWARK, LICKING COUNTY, ONLO

The following covenants, greenents, conditions, provisions, essements, restriction and charges have been adopted by Pilton Fides, land, in prenance of a general plas for the better and uniform improvement and benefit of all the property described in additional articles, so bubbied-board on the fromthy of secure, Licking County, Othic, and for the supplication of all the property described in a subsidiar and present of the security of the substitution of the security of the sould be substituted by the security of the sould be substituted by the security of the sould be half of notified and man the occurate, agreement, conditions, provisions, to senemts, restrictions and therefore the provisions, assessment, restrictions and therefore the provisions restriction, and the sate size in all the state fractions of the substituted by the first plant is effect, into an infe sasting a shall have the right to construct hands in the property distributed by the state of the substituted of the general plant effectives and therefore the substitute of the substituted of the substituted of the substitute of the substituted by only the conjustion of circumstances and his operate to extinguish or treminate supplementaries and the substitute of the manifold in Acticle IX larges of which action and in the manner provided in Acticle IX larges of which section and in the manner provided in Acticle IX larges of substitute of the substitute of the substitute of the substitution and the substitution is considerable. The substitution is substituted to the substitution and substitution and substitution and substitution and substitution and substitution and substitution are substituted as an expect these of the substitution and substitution and substitution and substituti

ARTICLE II.

except that none of the articles of theme restrictions shall apply to all loce except that none of the articles of theme restrictions shall apply to lock to 9955 st one time while shall or or any portion thereof a nomed in none or 9955 st one time which can prove the claim shall not or 2.5m. C. Thitton, none shall any of the or extractions of these restrictions apply to locks in .957, and 9977, and 9977.

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Except in the case of locus No. 9955, 9970, 9972 and 9977, essenants and rights of way are hareby expressly reserved by the said without Paries, in. of first satisfar, and own a turit pot ground tent (10) feet on such side of each loce line that in our ground tent (10) feet on such side of each loce line that in the contribute to any tractification following propess; for the construction and maintenance of polss, wires, conducts, and the measurement or proper reference of polss, wires, conducts, and the measurement of polss, wires, conducts and the traction of electricity and cortal polssess, which conducts and the contribute of the construction and analysis, without the polssess of the property of the proper

ARTICLE VIII. Right to Baforce

The restriction herein contained shall restan with said bind the land and shall fame to the beaufit; or and be encourable by Putton. Fries, Inc., or fist seafgar, or the present or future consor or construction and land included an asid treet, and failure by Putton Tries, Inc., or supported to the continued, no object to any violation of of, or to enforce on presertation or restriction herein contained, shall in no own or searching or the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

ARTICLE IX. Direction of Restrictions

All the restrictions contained herein shall continue in force until the first day of fannery 2000, and shall be extended for a period of 25 years; from that days and threatien for successive periods of 25 years untus prior to said first day of January, 2000, and sprior to the system untus prior on passificate days of January, 2000, and prior to the explication of each extension, appropriate instruments in writing, other modifying or annulling these surfacine of earth-factions and the file for every infinely, signed, excepted and sciencialed by Palion Prior, Inc., and is suffacily, and the consers of a majority of the lot in said sublition.

No opermetions shall be placed in any of the drainings ditthes more on heartest constructed in said addition provided that divreapy any see constructed across a distinge direct if a culver pipe not less than remay (20) feet in leaguh with such distance, as shall be designated by grant controlled to the successors or saiding, shall be placed beneath said ARRIGHE IN. Its successors or saiding, shall be placed beneath said ARRIGHE II. Right to a successor or saiding, shall be placed beneath said ARRIGHE II. Right to warm the said of the said to the said that the said the said that the s

The right then is hareby expressly reserved to annul, valve, change enlarge and applify any of the restrictions havein contained by an instrument

any time while and low energy portion thereof are owned in whole or in part by ditter byon it. Frice or may portion the remindrion of concentials are treath in the market of the mark preceding sentence, then ends lot of lot shall be walfest to all of the mark preceding sentence, then ends lot of lot shall be become; that side writters and extited and extited in the be applied extraoratively to prablic any confidence or the perfection of said lots of the perfection of the perf

ARTICLE III Nuisances

Marra shall not be cructed, constructed, referred, peratticed, the operator of an affacted on said reart any unisance of superator; the international construction of any of the section o

Use of Land

All of the land included in eald tract, except as hween

26230

of any artifute signed and acknowledged by Fulton Price, Inc., its successors and assigned and acknowledge is anjointy of the lott in said addition.
All termines are been so the purpose of ambulity, varieties, chamfalle, and antiputes, and the purpose of ambulity, and the second of the purpose of ambulity, and the second of the second o

ARTICLE XII. Power of Appointment

The said Fulton Price, Inc., shall have the right to easign its action of the depth to easign its action to the service, the factor the mountainer, and especially as to these service for this months of the choosing, without the service of any of said furent. Such sandpaner service in writing which shall be duly renorded in the office of the retorn of particular for the service of the fallows of the said service for the retorn of the fallows of the said service of the said service of the said service of the subsective of the said service of the subsective of the said service of the said county fallows become upon be applicated for that purpose and oth the subsective to said service forms of said sandfulation.

ARTICLE XIII.

Reserves A. D and G as designated on the Plat Oc. this Addition with Flat Oc. this Addition with the pass of the passible future designation as arrest purposes. If delicate two passible future designation are repeting of this Plate a public street shall be the traction of the passible and one thereof on Land configuous to and extending directly from the response of the passible of the configuous to an one of said deserves, not the reserve or there are the passible of the assignation that deserves are the particles are the passible of th

No principal percentage, shall be used for private residence purpose only.

No principal therefore access can plan behaviored and has be excelled or
be received on any premises and formous and only one such house shall
be received and private said of more and only one such house shall
be received and private said of more and only one such house shall
be sufficiently and private services or such as an one of the oners or
occupants of the declining house to which they are such meets and only
which shall be built and maintained as the efficiently excluded one subject to
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the exceptions inthis Arialism and No temporary such and to the
neureristics, shacks, partially-completed deciliating or early. Put of the
perion, than or comporation shall subdivide shallismill left such come
whiten comment or Pation Free, Inc., of the safety and the
shall not be construed as to prevent any owner of two or such as grounds
for list on be stagic desting.

ARTICLE V. Building Lines

any portion thereof shall be an No building or structure or an within thirty (30) feat of the right of

ARTICLE VI. Approval of Plans

No building shall be consented or drewind on any picates in on the procession.

The control of the plant specificated on the plant for locations of Futron Fries. In., or the anaigm, as because the specond in writing of Futron Fries. In., or the anaigm, as because the specond in writing of Futron Fries. In., or the anaigm, as because the rights of the plant to be since of the state of the stat



QUOTE

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

Fax: 740-349-7101

PLAN SET DATE
DATE
QUOTE #
WAGE
VALID UNTIL

NA
10/30/2023
1
Non-Prevailing
11/29/2023

36,475.00

Jonathan Lane Project - Newark Stormwater Project

Storm Drainage Improvements

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

COMBINED TOTAL \$ 36,475.00

TOTAL \$

EXCLUSIONS:

Permits & Fees

Soils Engineering & Testing

Unsuitable Soils Removal & Replacement

Tree Removal

Damage/Replacement of Fencing

Damage/Replacement of Driveways

Existing Structures Condition

Relocation and/or Removal of Existing Utilities (unless otherwise noted above)

Soils Imported or Exported Off Site (unless otherwise noted above)

Soil Stabilization (unless otherwise noted above)

Concrete Placement (unless otherwise noted above)

Hydrovacing Existing Structures

QUALIFICATIONS:

Quote is good for 30 days.

Compaction is based on standard proctor.

Price is based upon performing all work quoted.

Items not specifically included, are excluded.

Scope of work meeting prior to contract signing.

Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,

Richard Tury

