



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0021-2025

File Number: ORD-0021-2025

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
PRE-ANNEXATION AGREEMENT WITH JIMMIE TONEY, DARLENE TONEY, AND
TRIVIUM DEVELOPMENT, LLC FOR PARCELS 170-000068-00 AND
170-000069-00; AND WAIVING SECOND READING**

WHEREAS, the City of Gahanna has been approached by representatives of Jimmie Toney and Darlene Toney, owners of 4722 and 4736 East Johnstown Road, Franklin County Auditor Parcel Nos. 170-000068-00 and 170-000069-00, regarding a request to annex their properties into the City from Jefferson Township; and

WHEREAS, the two parcels, totaling approximately eight (8) acres, are included in the Gahanna Land Use Plan as designated Community Commercial land; and

WHEREAS, the Landowner and Developer intend to pursue General Commercial (GC) zoning with a Limited Overlay District following annexation, consistent with preliminary conceptual plans; and

WHEREAS, the proposed development aligns with the City's goals for the Johnstown Road/Morse Road area and supports economic development consistent with the Land Use Plan; and

WHEREAS, the Pre-Annexation Agreement outlining the annexation process, zoning considerations, and development expectations is attached hereto as EXHIBIT A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. The Mayor is hereby authorized to execute the Pre-Annexation Agreement with Jimmie Toney, Darlene Toney, and Trivium Development, LLC; said agreement attached hereto and incorporated herein as EXHIBIT A.

Section 2. The second reading is hereby waived.

Section 3. This ordinance shall be in full force and effect after passage by this Council and 30 days after signature of approval by the Mayor.

At a regular meeting of the City Council on May 5, 2025, a motion was made by Renner, seconded by Schnetzler, to waive the second reading of this Ordinance. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes;
Mr. Renner, yes; Mr. Schnetzler, yes; Mr. Weaver, yes.

A motion was made by Renner, seconded by Schnetzler, that this Ordinance be Adopted. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes;
Mr. Renner, yes; Mr. Schnetzler, yes; Mr. Weaver, yes.

President Merisa K Bowers
Merisa K. Bowers

Date 5.5.2025

Attest by Jeremy A. VanMeter
Jeremy A. VanMeter
Clerk of Council

Date 5/5/2025

Approved by the Mayor Laurie A. Jadwin
Laurie A. Jadwin

Date 5.5.2025

Approved as to Form PDTZ
Priya D. Tamilarasan
City Attorney

Date 5/5/25

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the "Agreement") is made and entered into this 6th day of ~~May~~ ^{June}, 2025, by and between JIMMIE TONEY and DARLENE TONEY (collectively, the "Landowner"), TRIVIUM DEVELOPMENT LLC, an Ohio limited liability company, or its assigns (the "Developer"), and the CITY OF GAHANNA, OHIO, an Ohio charter municipality (the "City") (Landowner, Developer and City are sometimes referred to herein singly as a "Party" and collectively as the "Parties"), under the circumstances summarized in the following recitals.

BACKGROUND:

- A. Landowner is the record owner of approximately 8.034+/- acres of land located at 4722 and 4736 East Johnstown Road, Gahanna, Ohio, and being more particularly described and/or depicted in Exhibit A attached hereto and incorporated herein (the "Property");
- B. The Property consists of two (2) parcels commonly known by Franklin County Auditor's parcel identification numbers 170-000068-00 and 170-000069-00;
- C. A portion of the Property is contiguous with the boundaries of the City;
- D. Developer is in a contractual relationship with Landowner with plans to purchase, annex, zone, and develop the entire Property within the City;
- E. The Property would benefit from certain City services, including police services, planning and zoning;
- F. The City is capable of providing certain municipal services to the Property if the Property is annexed to the City;
- G. The Landowner anticipates filing an Expedited Type II Petition for Annexation (the "Annexation") to annex the Property to the City (the "Petition"); and

H. The Parties agree that it is in their mutual interest prior to filing the Petition to commence the Annexation to enter into this Agreement regarding the annexation and development of the Property.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Parties covenant and agree as follows:

Section 1. Annexation Petition and Related Approvals.

A. **Petition for Annexation; Annexation.** The Parties acknowledge that the Petition will be filed by Landowner and Developer with the Board of County Commissioners of Franklin County, Ohio (the “Commissioners”) promptly following the execution of this Agreement. Landowner and Developer agree that all costs and expenses in petitioning for the Annexation will be borne by Developer. Should the City desire for its own attorney and/or other outside contractors to represent its interests with regard to the Petition, those costs will be borne by City. The Landowner further agrees that it will continue to support the Annexation to the City throughout the process, including any appeal or court action which shall not involve any expense to the City unless the City desires to retain its own attorney or attorneys regarding such appeal or court action.

B. **City Service Resolution.** Pursuant to and in accordance with the applicable provisions of the Ohio Revised Code (“ORC”), the City Council will enact a resolution stating the services that will be provided to the Property upon Annexation (the “Service Resolution”). The Service Resolution will be certified and filed with the Franklin County Clerk of the Commissioners.

C. **Development Considerations.** The Property is currently zoned under the Jefferson Township Zoning Resolution as Neighborhood Commercial. The Property can be zoned under City of Gahanna Zoning Ordinance (the “Zoning Ordinance”) upon Annexation. Developer

intends to develop the Property as mixed use commercial and multifamily development under the City's General Commercial (GC) Zoning District with a Limited Overlay District (L) (the "Planned Use"). A conceptual site plan for the development of the Property is attached hereto as Exhibit B depicting the Planned Use. The City acknowledges that Exhibit B is preliminary and that the final Development Plan for the Property will be based on engineering, planning and other applicable development requirements and shall be in keeping with the Planned Use.

The City agrees that the Property will retain its Jefferson Township zoning until rezoned pursuant to the Zoning Ordinance. Following the execution of this Agreement and during the pendency of the Annexation, Developer will finalize a Development Plan for the development of the Property for the Planned Use and file a formal Zoning Application and all accompanying documents with the City for review and consideration by the City Planning Commission and the City Council in accordance with the applicable provisions of the Zoning Ordinance with the anticipated goal being that immediately following the Annexation, the Property is rezoned for the Planned Use.

In addition to the rezoning of the Property requested for the Developer to proceed, the Developer and the City will enter into discussions concerning various incentives and entitlements that the Developer requests to proceed (the "Requested Entitlements"), any or all of which are subject to further review and approval by City Council in its discretion.

The Annexation if approved will occur prior to legislative approval of rezoning and the Requested Entitlements. If the rezoning and the Requested Entitlements are subsequently not approved in form and substance acceptable to the Developer, or any of the same or the Annexation is referred to a vote of the City electorate (a "Referendum"), or a building, utility or any access moratorium is enacted that would limit Developer's development of the Property for the Planned

Use, or similar action is taken by the City, Franklin County, Jefferson Township or any other governmental entity or agency, that creates a lack of services to the Property, the Developer and/or Landowner as appropriate may request a detachment from the City for any reason whatsoever and the City will not oppose the Landowner's/Developer's petition to detach the Property from the City; provided, however, that such request for detachment must occur, if at all, within two hundred seventy (270) days of approval or rejection of the rezoning of the Property or such right is waived by the Landowner and Developer; further provided, however, that in the event of a Referendum, such 270 day period shall be extended to 540 days.

D. Approval and Permit Regulation.

(i) **Compliance Statement.** Nothing in this Agreement shall exempt the Parties hereto from the zoning, development plan and subdivision platting processes of the City. The execution and delivery of this Agreement shall not serve as a variance of the zoning, development plan and platting process mandated by the Zoning Ordinance and any other applicable ordinances or regulations of the City or Franklin County, but will serve as a preliminary understanding and guide for the proposed zoning and development of the Property.

(ii) **City Action.** The obligations of Landowner and Developer are to adhere to all local and state zoning and development regulations. The obligation of the City is to adhere to the same state and local regulations and if Developer, Landowner or their successors and assigns or successors in interest are in any respect dissatisfied with any aspect of the City's approval of zoning and/or the Requested Entitlements, the City shall not oppose the request of the Developer, Landowner, or their respective successors and

assigns or successors in interest, to detach from the City within the timeframes described herein.

(iii) **Permits**. Developer will obtain all necessary permits from all levels of government to allow Developer to build and develop the Property consistent with the Planned Use.

(iv) **Platting**. If applicable, the City will cooperate with Developer to cause the Property to be platted (in one or more plats) to permit the development of the Property generally in accordance with the Planned Use.

E. **Condition Precedent**. The parties acknowledge and agree that any action on rezoning, annexation, or Requested Entitlements matters must be finally approved by the City Council to become effective.

Section 2. **Miscellaneous**

A. **Intent of Parties**. This Agreement shall be binding upon the Parties and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance No. ORD. 0024. 2025 on May 5, 2025, City Council authorized the execution of this Agreement.

B. **Cancellation or Termination**. This Agreement may be cancelled or otherwise terminated by mutual agreement of the Parties for unforeseen circumstances which may make implementation of this Agreement impractical, including, but not limited to, acts of God.

C. **Remedies**. The sole remedy of the Developer and/or Landowner is detachment from the City as otherwise described herein. The City shall seek any remedy to which it is provided by law if the Developer or Landowner fails to follow any federal, state, or local regulations, laws or ordinances affecting this Agreement.

D. Enforcement. Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any Party hereto pursuant to the laws, ordinances, resolutions, regulations or policies in effect at the time of the execution of this Agreement.

E. Economic Impact. Developer does not warrant or represent the economic performance of the Property before or after its development. The City does not warrant or guarantee approval in whole or in part of the zoning of the Property for the Planned Use or the award of the Requested Entitlements, all of which shall be considered and adopted or not by subsequent legislation.

F. Assignment of Agreement. Developer may assign this Agreement, or any part thereof or any duty, obligation, privilege or right granted under this Agreement, to any newly formed entity of which Developer is a member, or to any affiliated entity of which Developer is a member. Except as aforementioned, Developer agrees not to assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

G. Relative Rights. The rights and obligations of the Parties shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, their respective heirs, successors and assigns.

H. Entire Agreement; Merger Clause; Statement of Incorporation. It is agreed that this Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents or representatives. This Agreement contains the entire agreement of the Parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.

I. **Severability.** If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

J. **Cooperation.** The City will not oppose or impair the rights of the Landowner and/or Developer to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement, provided such permit or permits are in accordance with local zoning regulations and ordinances adopted by the City.

K. **Modifications or Amendment of Agreement.** No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.

L. **Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Background hereto are an integral part of this Agreement and as such are incorporated herein by reference.

M. **Executed Counterparts; Electronic.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. This Agreement may be executed and delivered by electronic mail (e-mail) and/or by PDF.

N. **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

O. **Survival of Representations and Warranties.** There are no warranties on the part of the City except that City shall consider the proposal of the Developer and Landowner in accordance with local zoning and development regulations and that the City will permit detachment of the subject premises from the City in accordance with the terms of this Agreement. The Landowner and Developer acknowledge that all submissions associated with the Property shall be in accordance with all state, federal, and local laws and ordinances.

P. **Effective Date.** The effective date of this Agreement shall be the date that it is signed by the City representative and representatives of the Landowner and Developer.

Q. **Time.** Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

Remainder of Page Intentionally Left Blank; Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their
duly authorized representatives this 6th day of ^{June} May, 2025.

CITY:

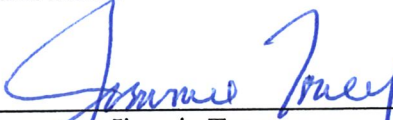
CITY OF GAHANNA, OHIO

By: 

Printed: LAURIE A. JADOWIN

Title: MAYOR

LANDOWNER:


Jimmie Toney


Darlene Toney

DEVELOPER:

TRIVIUM DEVELOPMENT, LLC,
AN OHIO LIMITED LIABILITY COMPANY

By: 
David Fisher
Member

INDEX OF EXHIBITS

- A. Description/Depiction of Property
- B. Preliminary Site Plan

Exhibit A

Description/Depiction of Property

Exhibit "A"

The Land is described as follows: Situated in the Township of Jefferson, County of Franklin, State of Ohio

PARCEL 1:

Being situated in Range sixteen (16), Township one (1), Quarter Township two (2), United States Military Lands, Jefferson Township, Franklin County, State of Ohio and being the remainder of that land of record in Official Records Volume 24489, Page B15 in the Franklin County Recorder's Office and being more particularly described as follows:

Beginning for reference at a Franklin County Monument at the centerline intersection of Morse Road (County Road 25) with Johnstown Road (U. S. Route 62); thence South 44 degrees 58 minutes 00 seconds West along the centerline of Johnstown Road a distance of 213.95 feet to a point; thence South 47 degrees 04 minutes 04 seconds West along the chord of a one degree curve to the right a chord distance of 436.27 feet to a point and being the true place of beginning;

thence from the true place of beginning South 07 degrees 55 minutes 49 seconds East along the westerly boundaries of the Jefferson Township Trustees (D.V. 1394 P. 297) and DDR Continental LP (199804010075292) a distance of 258.47 feet (passing over a 3/4 inch iron pipe set at 35.66 feet) to an iron pipe found;

thence South 87 degrees 54 minutes 00 seconds East along the southerly boundary of said DDR Continental LP a distance of 246.50 feet (passing over an iron pipe found at 201.50 feet) to a point in Rocky Fork Creek;

thence South 14 degrees 40 minutes 00 seconds West along the centerline of Rocky Fork Creek, the west line of Lots 7 and 6 of Creekway Court (P.B. 78 P. 94) a distance of 283.61 feet to a point;

thence south 02 degrees 09 minutes 00 seconds West along the centerline of Rocky Fork Creek, the westerly boundary of Jo Ann Hile (19971205016033), a distance of 266.74 feet to a point;

thence South 38 degrees 47 minutes 30 seconds West along the centerline of Rocky Fork Creek, the westerly boundary of John L. and Paul M. Worman (O.R. 5581 P. 118) a distance of 93.32 feet to a point;

thence North 86 degrees 33 minutes 01 seconds West along the centerline of Rocky Fork Creek, a boundary of said Worman, a distance of 130.12 feet to a point;

thence North 01 degrees 02 minutes 05 seconds West along the easterly boundary of Ludwig's Rocky Fork Estates No. 2 (P.B. 30 P. 12) a distance of 199.67 feet (passing over an iron pipe found at 83.47 feet) to a 3/4 inch iron pipe set;

thence South 88 degrees 12 minutes 07 seconds West along the northerly line of Lot 25 of Ludwig's Rocky Fork Estates No. 2 a distance of 100.67 feet to a 3/4 inch iron pipe set;

thence North 06 degrees 12 minutes 50 seconds West along the easterly boundary of Darlene J and Jimmie Toney (O.R. 3392 P. G02) a distance of 551.11 feet (passing over an iron pipe found at 515.13 feet) to a point in the centerline of Johnstown Road;

thence along the centerline of Johnstown Road following a curve to the left having a radius of 5730.00 feet, an arc of 197.81 feet, and whose chord bears North 50 degrees 14 minutes 18 seconds East a distance of 197.80 feet to the place of beginning - containing 4.921 acres, more or less.

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Subject to all legal rights of way of previous record.

The above description was prepared from a survey made by Samuel W. Vance, Registered Surveyor No. 6553 in September, 1998. Bearing Basis assumed, the centerline of Morse Road as North 80 degrees 39 minutes 00 seconds.

LESS AND EXCEPTING therefrom the following 0.211 acre tract as conveyed by Maggie Toney, Trustee to the City of Gahanna by document recorded on July 21, 2004 of record in Instrument No. 200407210169337.

Situated in the State of Ohio, County of Franklin, Jefferson Township, and being part of Township 1, Quarter Township 2, Range 16, U.S. Military Lands, and being part of a 4.921 acre tract owned by Maggie Toney, Trustee and recorded as O.L. 199810150263956 in the Deed Records of Franklin County, Ohio and more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of construction for USR 62 (Johnstown Road) and being located within the following described points in the boundary thereof:

Commencing at the monument box (found) at the intersection of USR 62 and Morse Road, located 5.74 feet right of and radial to centerline of construction Station 1406+35.15 USR 62 (Johnstown Road) and at centerline Station 447+10.66 (Morse Road);

thence S 86° 49' 26" West a distance of 8.06 feet along the centerline of Morse Road to a point in the centerline of construction for USR 62 (Johnstown Road), being centerline station 1406+29.48 USR 62 (Johnstown Road);

thence along the centerline of construction for USR 62 (Johnstown Road) with a curve to the right having an arc distance of 287.69 feet with a radius of 7500.00 feet and whose chord bears S 48° 55' 30" W a distance of 287.67 feet to P.C. Station 1403+41.79 centerline USR 62 (Johnstown Road);

thence continuing along the centerline of construction for USR 62 (Johnstown Road) S 50° 01' 26" W a distance of 273.73 feet to P.T. Station 1400+68.06 centerline of USR 62 (Johnstown Road);

thence with a curve to the right having an arc distance of 83.52 feet with a radius of 3424.62 feet and whose chord bears S 50° 43' 21" W a distance of 83.52 feet to a point on the centerline of construction Station 1399+84.53 USR 62 (Johnstown Road);

thence S 38° 34' 44" E a distance of 0.44 feet on a line radial to the centerline of construction to the grantor's northeasterly property corner, located 0.44 feet right of centerline of construction Station 1399+84.53 USR 62 (Johnstown Road) and the Place of Beginning;

thence along the grantor's easterly property line and the westerly line of the Jefferson Township Trustees Tract, Deed Book 1394, Page 297, S 04° 49' 45" E a distance of 65.40 feet to an iron pin set in the proposed easterly right of way line for USR 62 (Johnstown Road), located 55.00 feet right of and radial to centerline of construction Station 1399+48.78 USR 62 (Johnstown Road);

thence S 58° 06' 16" W, a distance of 190.28 feet along the proposed easterly right of way line for USR 62 (Johnstown Road), to an iron pin set in the grantor's westerly property line and the easterly line of the Darlene J. Toney tract, O.L. 199908180210007, located 40.00 feet right of and radial to centerline of construction Station 1397+61.66 USR 62 (Johnstown Road);

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thence along the grantor's westerly property line and the easterly line of said Darlene J. Toney tract, N 02° 41' 23" W a distance of 47.00 feet, passing an iron pin found in the existing southerly right of way line for USR 62 (Johnstown Road) at 11.46 feet, to the grantor's northwesterly property corner, located 0.32 feet right of and radial to centerline of construction Station 1397 +86.69 USR 62 (Johnstown Road);

thence along the grantor's northerly property line with a curve to the left an arc distance of 197.89 feet with a radius of 3430.66 feet and whose chord bears N 53° 06' 41" E a distance of 197.86 feet to the place of beginning.

Containing 0.211 acres, more or less, of which the present road occupies 0.137 acres, more or less. The above described area is contained within the Franklin County Auditor's Permanent Parcel Number 170-000068.

The bearings are based on the Ohio State plan coordinate system, south zone and North American datum of 1983 (1986), as established from a GPS survey performed by the Franklin County Engineer's survey department in 1994 Occupying monuments "FCGS 6616" and "FCGS 6672".

Description was prepared by Valerie D. Klingman, Registered Surveyor No. 7493 based on a survey made in 2001 by Compton Surveying for the USR 62 at Morse Road improvement project.

PARCEL 2:

Situated in the State of Ohio, County of Franklin and in the Township of Jefferson and being more particularly described as follows:

Being located in Lot Nos. 3 and 4 of the division of the lands of Edmund Dague, deceased (See Deed Book 341, Page 559), in Quarter Township 2, Township 1, Range 16, United States Military Lands, and being 3.417 acres of the 3.16 acre tract and 2.07 acre tract conveyed to Mary Jane Davenport Ealy by deeds, of record in Deed Book 2659, Page 343 and Deed Book 2480, Page 684, all references being to records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a stone found at the Southwesterly corner of said Lot No. 3, being a corner of Lot No. 2, said stone being also the Southwesterly corner of the said Ealy 3.16 acre tract and the Southeasterly corner of the 0.50 acre tract conveyed to Troy L. and Carol I. Slone by deed, of record in Deed Book 2278, Page 15;

Thence along the Westerly line of said Lot No. 3, being the Westerly line of the Ealy tract and the Easterly line of the Slone tract, North 0° 58' 36" West (passing an iron pin at 306.08 feet), 341.24 feet to a railroad spike at the intersection of said line with the arc of the curve of the centerline of Johnstown Road;

Thence along the arc of said curve, (Radius = 3437.9 feet, Subdelta = 60 12' 44") the chord of which bears North 54° 10' 35" East, a chord distance of 372.57 feet to a railroad spike at the Northwesterly corner of the 6.771 acre tract conveyed to Roma M. and Maggie Toney by deed, of record in Deed Book 2702, Page 46;

Thence along the Westerly line of said 6.771 acre tract, South 6° 15' 30" East, (passing an iron pin at 36.17 feet) 551.11 feet to an iron pin at the Southwesterly corner of said tract and in the Northerly line of Lot No. 25 of LUDWIG'S ROCKY FORK ESTATES NO. 2;

Thence along the Southerly line of said Lot No. 3 and the Northerly line of Lot Nos. 23, 24 and 25 of said Subdivision, South 88° 09' 48" West, 356.53 feet to the place of beginning, containing 3.417 acres, more or less.

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SAVE AND EXCEPT THE 0.342 ACRES CONVEYED TO THE CITY OF GAHANNA OF RECORD IN INSTRUMENT NO. 200407210169342, RECORDER'S OFFICE, FRANKLIN COUNTY OHIO AND MORE FULLY DESCRIBED AS FOLLOWS:

Situated in the State of Ohio, County of Franklin, Jefferson Township, and being part of Township 1, Quarter Township 2, Range 16, U.S. Military Lands, and being part of a 3.709 acre tract owned by Darlene J. Toney and recorded as O.I. 199908180210007 in the Deed Records of Franklin County, Ohio and more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of construction for USR 62 (Johnstown Road) and being located within the following described points in the boundary thereof:

Commencing at the monument box (found) at the intersection of USR 62 and Morse Road, located 5.74 feet right of and radial to centerline of construction Station 1406+35.15 USR 62 (Johnstown Road) and at centerline Station 447+10.66 (Morse Road);

Thence S 86°49'26" West a distance of 8.06 feet along the centerline of Morse Road to a point in the centerline of construction for USR 62 (Johnstown Road), being centerline station 1406+29.48 USR 62 (Johnstown Road);

thence along the centerline of construction for USR 62 (Johnstown Road) with a curve to the right having an arc distance of 287.69 feet with a radius of 7500.00 feet and whose chord bears S 48°55'30" W a distance of 287.67 feet to P.C. Station 1403+41.79 centerline USR 62 (Johnstown Road);

thence continuing along the centerline of construction for USR 62 (Johnstown Road) S 50°01'26" W a distance of 273.73 feet to P.T. Station 1400+68.06 centerline of USR 62 (Johnstown Road);

thence with a curve to the right an arc distance of 281.39 feet with a radius of 3424.62 feet and whose chord bears S 52°22'40" W, a distance of 281.31 feet to a point on the centerline of construction Station 1397+86.67 USR 62 (Johnstown Road);

thence S 35°16'06" E a distance of 0.32 feet to the grantor's northwesterly property corner located 0.32 feet right of centerline of construction Station 1397+86.67 USR 62 (Johnstown Road) and the Place of Beginning;

thence along the grantor's easterly property line and the westerly line of the Maggie Toney Tr. tract O.I. 199810150263956, S 02°41'23" E a distance of 47.00 feet to an iron pin set in the proposed easterly right of way line for USR 62 (Johnstown Road), located 40.00 feet right of and radial to centerline of construction Station 1397+61.66 USR 62 (Johnstown Road);

thence along the proposed easterly right of way line for USR 62 (Johnstown Road) with a curve to the right an arc distance of 375.70 feet with radius of 3464.62 feet and whose chord bears S 58°15'23" W a distance of 375.51 feet to an iron pin set in the grantor's westerly property line, located 40.00 feet right of and radial to centerline of construction Station 1393+90.30 USR 62 (Johnstown Road);

thence along the grantor's westerly property line and the easterly line of the Blair A. List and Christina A. List tract O.I. 200201110011040, N 02°35'31" E a distance of 46.71 feet to the grantor's northwesterly property corner located 0.14 feet right of and radial to centerline of construction Station 1394+14.52 USR 62 (Johnstown Road);

thence along the grantor's northerly property line with a curve to the left an arc distance of 372.17 feet with a radius of 3430.66 feet and whose chord bears N 57°52'18" E a distance of 371.99 feet to the Place of Beginning.

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File No: 24917525-TCM

Containing 0.160 acres, more or less, of which the present road occupies 0.120 acres, more or less, within the Franklin County Auditor's Permanent Parcel Number 170-000069 and containing 0.182 acres, more or less, of which the present road occupies 0.137 acres, more or less, within the Franklin County Auditor's Permanent Parcel Number 170-000260.

The bearings are based on the Ohio State plane coordinate system, south zone and North American datum of 1983 (1986), as established from a GPS survey performed by the Franklin County Engineer's survey department in 1994. Occupying monuments "FCGS 6616" and "FCGS 6672".

Description was prepared by Valerie D. Klingman, Registered Surveyor No. 7493 based on a survey made in 2001 by Compton Surveying for the USR 62 at Morse Road Improvement project.

Commonly Known As: 4722 Johnstown Road, Columbus, OH 43230, 4736 Johnstown Road, Columbus, OH 43230
The property address and tax parcel identification number listed herein are provided solely for informational purposes.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

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Exhibit B
Conceptual Site Plan

