

COMMISSIONERS JOURNAL NO. 78 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 9, 2023

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
 Jeff Benton, President
 Gary Merrell, Vice President
 Barb Lewis, Commissioner

9:45 A.M. Public Hearing Under Chapter 349 Of The Revised Code For The Applications To Add Certain Parcels Of Real Property To The Sunbury Meadows Community Development Authority And To Amend The Petition For Establishment Of The Sunbury Meadows Community Development Authority As A New Community Authority

1
 RESOLUTION NO. 23-93

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 6, 2023:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 6, 2023; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
 PUBLIC COMMENT
 -None.

3
 RESOLUTION NO. 23-94

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0208:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0208 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
PETERSON CONSTRUCTION BUILDING & (P23001877)	IMPROVEMENTS	67411923-5410	\$1,427,019.40
TREASURER, DEL CTY (P2301878)	BUILDING & IMPROVEMENTS	67411928-5410	\$150,175.60

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2302063	IDEXX DISTRIBUTION INC	IDEXX GAMMA IRRAD COLILERT AND VESSELS	66211900 - 5201	\$1766.28
R2302063	IDEXX DISTRIBUTION INC	QUANTI-TRAY 2000	66211900 - 5228	\$607.88
R2302063	IDEXX DISTRIBUTION INC	IDEXX SEALER PLUS AND INCUBATOR	66211900 - 5260	\$7318.61
R2302063	IDEXX DISTRIBUTION INC	IDEXX SEARLER CARE WARRANTY	66211900 - 5325	\$750.00
R2302063	IDEXX DISTRIBUTION INC	FREIGHT CHARGES	66211900 - 5331	\$207.29

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 23-95

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE DRAINAGE IMPROVEMENT PETITION FOR THE JONES #60 WATERSHED, FILED BY GLENN HARSH AND OTHERS:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

WHEREAS, on January 4, 2023, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Glenn Harsh and Others, to:

1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
2. In Delaware County, Radnor Township, within the Jones #60, watershed and generally following, but not limited to, the course and termini of existing improvements.

WHEREAS, the proper bond has been filed with the clerk, conditioned to pay all costs associated in preparing for the view and first hearing if the petition is not granted or if the petition is for any cause dismissed;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that **Monday April 24, 2023, at 1:30P.M.**, with the use of video technology at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio 43015, be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Monday June 26, 2023, at 1:30P.M.**, at the Office of the Board of County Commissioners, 91 North Sandusky Street Delaware, Ohio, be and the same is hereby fixed as the time and place for the first hearing on the petition; and

BE IT FURTHER RESOLVED that notice of said view and hearing be given, as required by law.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

5

RESOLUTION NO. 23-96

IN THE MATTER OF APPROVING THE 2023 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND THE DELAWARE COUNTY COMMISSIONERS:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

2023 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
DELAWARE COUNTY COMMISSIONERS

This Cooperative Agreement (hereinafter “Agreement”), effective as of this 9th day of February, 2023 by and between the **State of Ohio, Department of Agriculture**, located at 8995 East Main Street, Reynoldsburg, Ohio 43068, (“ODA”) and **DELAWARE COUNTY COMMISSIONERS** located at 91 North Sandusky Street, Delaware, OH 43015 (“**Local Sponsor**”) (hereinafter collectively “**Parties**”), for the implementation of Local Agricultural Easement Purchase Program (“LAEPP”) as authorized under Ohio Revised Code (“ORC”) § 901.21, et. seq.

RECITALS

ORC § 901.21 authorizes the Director of Agriculture to utilize funding received from the Clean Ohio fund to purchase agricultural easements, in conjunction with eligible governmental and non-profit entities, for the purpose of protecting the agricultural uses of eligible land by limiting the non-agricultural uses of the land. To be eligible, the farm land must meet the criteria and further the purposes as provided in ORC § 901.22 and Ohio Administrative Code (“OAC”) § 901-2-01, et seq.

WHEREAS, as the context may require, the singular may be read as the plural and the plural as the singular;

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WHEREAS, the Local Sponsor and ODA have mutual interests in maintaining land in agricultural production and preventing the conversion of agricultural lands to non-agricultural uses;

WHEREAS, ODA administers the LAEPP through its Office of Farmland Preservation;

WHEREAS, Local Sponsor administers a farmland protection program, is a certified local sponsor as defined in OAC § 901-2-07 for LAEPP, and has opportunities to acquire agricultural easements from landowners within the County of **Delaware** in the State of Ohio; and

WHEREAS, ODA and Local Sponsor have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

ARTICLE I: BENEFITS

The funding allocated to the Local Sponsor by ODA in this Agreement will be used for the protection of Ohio farm lands against conversion to non-agricultural use.

ARTICLE II: SCOPE OF WORK

- 2.1 The Local Sponsor shall be responsible for the duties and obligations set forth in “Exhibit A – Scope of Work,” attached hereto and incorporated herein by reference, in connection to the use of ODA funds as identified in Article IV of this Agreement. These funds are for the acquisition of agricultural easements on real estate (“Property”) described in the attached “Exhibit B – Property/Funds,” attached hereto and incorporated herein by reference.
- 2.2 Exhibit B shall be amended from time to time as Properties are selected in accordance with Exhibit A. For the purposes of this Agreement, “agricultural easement” shall be defined as provided in ORC § 901.21, et seq. Local Sponsor hereby represents and warrants that it will comply with all applicable federal and state laws, specifically including but not limited to OAC § 901-2-01, et seq. in performing its described obligations herein.
- 2.3 Local Sponsor warrants that it has the necessary background, education, training, and skills to provide ODA with the essential services required to carry out the Scope of Work included as Exhibit A herein. Local Sponsor further warrants that he/she will provide satisfactory efforts in the performance of the same. Satisfactory performance of work pursuant to these standards shall be determined in ODA’s sole discretion. There will be no breach of this covenant if Local Sponsor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.
- 2.4 All deeds will be drafted by ODA. Local Sponsor shall ensure that no changes are made to the deed at closing without the express knowledge and the prior written permission of ODA.
- 2.5 The agricultural easement closing (“Closing”) in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2023. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.
- 2.6 ODA may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Local Sponsor concerning the performance of the work described in this Agreement; including but not limited to, the performance of Closing Instructions. An example of which is provided in “Exhibit C – ODA Closing Instructions,” which is attached hereto and incorporated herein by reference. Upon such notice and within a reasonable time, the Local Sponsor shall comply with such instructions and fulfill such requests to the satisfaction of ODA. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.
- 2.7 The Local Sponsor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. ODA retains the right to ensure that the work of the Local Sponsor is in conformity

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with the terms and conditions of the Agreement. Local Sponsor is to accept direction only from ODA in the performance of work contained in this Agreement and set forth in Exhibit A, Exhibit C, or other specialized instructions provided during the course of this agreement, unless explicitly stated otherwise in writing by ODA.

- 2.8 Nothing in this Agreement obligates ODA to complete the acquisition of an agricultural easement. There may be problems or issues which in the sole opinion of ODA require modifications, additions, or deletions to Exhibit B depending on the ability to obtain good and clear title and local input regarding the implementation of an agricultural easement. Additions to Exhibit B must have the written pre-approval from ODA. The additions and deletions must be made by a formal written amendment to this Agreement and must contain the same deadlines for closing for the acquisition of the agricultural easements and the request for payment.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 The services as stated in Exhibit A shall be concluded by the Local Sponsor on or before June 30, 2023. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Paragraph 3.3 below.
- 3.2 This Agreement shall remain in effect until the work described in Exhibit A is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2023, unless renewed as provided for herein.
- 3.3 As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2023. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.
- 3.4 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC § 127.16.

ARTICLE IV: ODA'S OBLIGATION TO FUND

- 4.1 Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of **\$184,921.00 (One Hundred Eighty-Four Thousand Nine Hundred Twenty-One Dollars and 00/100 Dollars)** for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to Exhibit B.
- 4.2 ODA's contribution for the acquisition of each agricultural easement to be acquired by the Local Sponsor shall be up to but not more than seventy-five percent (75%) of the appraised value, as determined by ORC § 901.22 and OAC § 901-2-09, of the subject agricultural easement as provided in the Landowner Program Application.
- 4.3 If agricultural easements for all properties listed on Exhibit B are not closed, or payment for the agricultural easement is not requested by the mutually agreed closing date as provided in Exhibit A and previously stated herein, any remaining funds may be released from this obligation unless a written request to extend the closing or payment date is sent to ODA 30 days or less before such date, and approved in writing by ODA.

ARTICLE V: LOCAL SPONSOR CONTRIBUTION AND RESPONSIBILITIES

- 5.1 Local Sponsor must disburse one hundred percent (100%) of the payment, minus any cost or expense permitted by OAC § 901-2 *et seq.*, representing the agricultural easement purchase price, to the landowner at the time of Closing, as that term is hereinafter defined. Local Sponsor shall pay all costs of the agricultural easement procurement and will operate and manage each agricultural easement in accordance with the Local Sponsor's program, this Agreement, and any relevant federal or state laws, regulations, or codes.
- 5.2 Local Sponsor shall not use ODA funds to acquire an agricultural easement on a property in which an employee or board member of the Local Sponsor, with decision-making involvement in matters related to easement acquisition and management, or their immediate family or household member,

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has a property interest. Local Sponsor agrees to generally conduct itself in a manner so as to protect the integrity of agricultural easements which it holds, avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of agricultural easements, and in compliance with Article XVII: Ethics and Article XI: Conflicts of Interest, herein contained.

- 5.3 Local Sponsor agrees that it will not at any time, when the Local Sponsor is named as a Grantee in the agricultural easement, seek to acquire the remaining fee interest in the Property or otherwise enter into a partnership or joint venture wherein a partner has a fee interest in the Property.
- 5.4 When an agricultural easement violation is observed by Local Sponsor or reported to Local Sponsor by ODA, then Local Sponsor shall, after appropriate administrative and appeal rights, enforce the terms and conditions of the agricultural easement. Enforcement shall be pursuant to all available enforcement procedures; including legal and equitable remedies. In the event Local Sponsor should decide to utilize any legal or equitable remedy that involves the filing of a lawsuit, such use shall be subject to the mutual consent of the Parties prior to filing. The Local Sponsor agrees to completely and fully support ODA and work with ODA in the enforcement of this Agreement, the agricultural easement, and any agreement with a Landowner arising out of this Agreement. Failure to do so shall be a breach by the Local Sponsor of this Agreement.
- 5.5 Local Sponsor agrees to include ODA in any public news releases, events, brochures, fact sheets, or any other information distributed to the media (“Media Release”) related to the acquisition of an agricultural easement on the Property listed in Exhibit B and acquired with ODA funds under this Agreement. Local Sponsor agrees to provide any Media Release to ODA for review and comment at least three (3) business days prior to its publication.
- 5.6 Local Sponsor agrees to comply with ODA guidelines and requirements regarding the disclosure of any confidential and/or potentially sensitive information about governmental and landowner issues, and such information shall not be disclosed without the prior written consent of ODA.
- 5.7 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture – Natural Resources Conservation Service (“USDA-NRCS”) to receive matching funds under its Agricultural Conservation Easement Program – Agricultural Land Easement (“ACEP-ALE”) program, Local Sponsor is responsible for completion of all requested documents and services outlined in Cooperative Agreement with NRCS.
- 5.8 Any ODA funds received by Local Sponsor under this Agreement may not be utilized for reimbursement by Local Sponsor under any federal or state program, including ACEP- ALE.

ARTICLE VI: PAYMENT AND CERTIFICATION OF FUNDS

- 6.1 The Local Sponsor shall notify ODA when the funds for the agricultural easement are to be requested for payment.
- 6.2 Funds shall be paid to Local Sponsor via an escrow agreement as provided in “Exhibit H – Escrow Agreement,” or substantially similar to the same, and approved by ODA with the title company as arranged by Local Sponsor. Local Sponsor shall, upon receipt of the funds from ODA, deposit and endorse over the funds to the title agent pursuant to the escrow agreement. Such escrow agreement shall specifically provide that:
- a. ODA is a third-party beneficiary of the escrow agreement;
 - b. Funds shall be returned to ODA if not disbursed to Landowner within 90 calendar days of the deposit of funds to the title agent unless otherwise agreed in writing by ODA; and
 - c. Any other requirements as specified by ODA.
- 6.3 Local Sponsor shall provide ODA notice of the scheduled Closing not less than 90 calendar days prior to said Closing to ensure timely delivery of the funds.
- 6.4 In the event that funds are requested and placed with the title company in escrow, and that said funds are not disbursed at Closing within 90 calendar days of such deposit, the use of said funds shall be de-obligated and returned to ODA by the title agent unless the title agent has received an amendment to the escrow agreement which consents to holding the funds longer than 90 days.

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- 6.5 In the event that any funds sent to the Local Sponsor are not endorsed or otherwise provided to the title agent pursuant to the requirements of this paragraph within 5 days of receipt, such check shall be returned to ODA unless written permission is provided by ODA to continue to hold the check.
- 6.6 Any periods of time longer than 90 calendar days to hold the funds shall require prior written amendment of this Agreement by the parties.
- 6.7 It is understood that ODA's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is terminated as of the date that the funding expires without further obligation to ODA.
- 6.8 ORC 126.30 is applicable to this Agreement and requires payment of interest on overdue payments. The interest charge shall be at the rate per calendar month which equals one-twelfth of the rate per annum prescribed by ORC 5703.47.
- 6.9 This Agreement is subject to ORC 126.07, which provides, in part, that orders under this Agreement shall not be valid and enforceable unless the Director of the Office of Budget Management first certifies that there is a balance in the appropriations not already obligated to pay existing obligations.
- 6.10 Under ORC 5739.02(B)(1) the State of Ohio is exempt from all state and local taxes. Neither the State of Ohio nor ODA agree to pay any taxes.

ARTICLE VII: AGRICULTURAL EASEMENT REQUIREMENTS

- 7.1 The Local Sponsor shall ensure that agricultural easements acquired under this Agreement meet the following requirements:
- a. Run with the land in perpetuity;
 - b. Protect agricultural use and related conservation values by limiting nonagricultural uses of the land and specify prohibited uses along with permitted uses;
 - c. Provide for the administration, management, and enforcement of the agricultural easement by the Local Sponsor or its successors;
 - d. Provide that if this Easement is extinguished, terminated, or condemned, in whole or in part, Landowner shall reimburse ODA for the amount equal to the proportionate share of the fair market value of the Protected Property unencumbered by this Easement as required by ORC § 901.22(A)(2)(b), and which is further specified in the terms of that certain Deed of Agricultural easement; and
 - e. All other provisions as required by ODA.
- 7.2 The form of any deed of agricultural easement used under this Agreement shall be drafted, approved, and provided by ODA. Any revisions or modifications thereto must be approved by ODA in writing prior to the Closing.

ARTICLE VIII: TERMINATION OF LOCAL SPONSOR'S SERVICES

- 8.1 ODA and Local Sponsor may mutually agree, at any time prior to the completion of services by the Local Sponsor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the other Party.
- 8.2 ODA shall be entitled, by written or oral notice, to cancel this Agreement in its entirety or in part, for breach of any of the terms, and to have all other rights against Local Sponsor by reason of the Local Sponsor's breach as provided by law. A breach shall mean, but shall not be restricted to, any one or more of the following events:
- a. Local Sponsor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the Agreement, signed by ODA;
 - b. Local Sponsor breaches any warranty or fails to perform or comply with any term of this

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Agreement;

- c. Local Sponsor makes any general assignment for the benefits of any creditors not previously authorized;
 - d. In ODA's sole opinion, Local Sponsor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
 - e. Local Sponsor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, or reorganization or relief from debtors; or
 - f. Any receiver, trustee or similar official is appointed for Local Sponsor or any of Local Sponsor's property.
- 83 Upon notice of suspension or termination, Local Sponsor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary steps to limit disbursements and minimize costs. If requested by ODA, Local Sponsor will furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement. Including, without limitation, results, conclusions resulting therefrom, and any other matters ODA requires.
- 84 If the Local Sponsor materially fails to comply with the terms of this Agreement, ODA reserves the right to wholly or partially recapture funds provided hereunder in accordance with applicable regulations.
- 85 ODA cannot make commitments in excess of funds authorized by law or made administratively available. If ODA cannot fulfill its obligations under this Agreement because of insufficient funds, this Agreement will automatically terminate with no further obligation by ODA. The Local Sponsor understands and agrees that no action arising out of or related to this Agreement may be brought by the Local Sponsor more than one (1) year after the cause of action accrued, regardless of the form of action.
- 86 In the event this Agreement is terminated prior to its completion, Local Sponsor shall deliver to ODA all work products and documents which have been prepared by Local Sponsor in the course of providing services under this Agreement. All such materials shall become and remain the property of ODA, to be used in such manner and for such purpose as ODA may choose.
- 87 Local Sponsor agrees to waive any right to, and shall make no claim for, additional compensation against ODA by reason of such suspension or termination.

ARTICLE IX: RELATIONSHIP OF PARTIES

- 9.1 ODA and Local Sponsor agree that Local Sponsor shall be engaged by ODA solely on an independent contractor basis and Local Sponsor shall therefore be responsible for all of its own business expenses. Including, but not limited to, computers, phone service and office space. Local Sponsor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 9.2 While Local Sponsor shall be required to render services described hereunder for ODA during the term of this Agreement, nothing herein shall be construed to imply, by reason of Local Sponsor's engagement hereunder as an independent contractor, that ODA shall have or may exercise any right of control over Local Sponsor with regard to the manner or method of Local Sponsor's performance of services hereunder.
- 9.3 Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 9.4 It is fully understood and agreed that the Local Sponsor is an independent contractor and is not an agent, servant or employee of ODA or the State of Ohio.

ARTICLE X: RELATED AGREEMENTS

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- 10.1 The work contemplated in this Agreement is to be performed by Local Sponsor, who may subcontract without ODA's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit A, but which are required for its satisfactory completion. Local Sponsor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by ODA. All work subcontracted shall be at Local Sponsor's expense.
- 10.2 Local Sponsor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind ODA to terms inconsistent with, or at variance from, this Agreement.
- 10.3 Local Sponsor shall furnish to ODA a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE XI: CONFLICTS OF INTEREST

- 11.1 Subject to the terms of paragraph 11.3 below, Local Sponsor shall not acquire, prior to the completion of the terms contained herein, any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of its functions and responsibilities with respect to the terms contained herein.
- 11.2 Subject to the terms of paragraph 11.3 below, should Local Sponsor acquire an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or involuntarily acquires any such incompatible or conflicting personal interest, Local Sponsor shall immediately disclose Local Sponsor's interest to ODA in writing. Thereafter, Local Sponsor shall not participate in any action affecting the terms of this Agreement, unless ODA determines that, in light of the personal interest disclosed, Local Sponsor's participation in any such action would not be contrary to the public interest, the statement of work, or the statutory and regulatory authority of ODA.
- 11.3 As an agency of the State of Ohio, ODA may not contract for services currently being performed for another state agency, so that the State actually pays more than once for the same services. Nor may ODA contract for services with another agency where the other agency's contracts could interfere with or conflict with the terms set forth in this Agreement or the regulatory authority and power of ODA. Therefore, Local Sponsor asserts that it has not entered into other agreements with another state or public agency for similar work as set forth herein that would negatively impact or interfere with the terms set forth herein or the regulatory power and authority of ODA. Nor shall Local Sponsor enter into similar agreements, without informing ODA in writing of the other agreements.
- 11.4 Charitable organizations shall continue to meet the requirements specified in OAC § 901- 2-04 and § 901-2-07.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

The work product and its component parts provided by Local Sponsor under this Agreement are considered "work for hire" and shall become the property of the State of Ohio and neither Local Sponsor, nor employees or anyone with whom it subcontracts shall claim or assert any right, title, or other interest in, the work product or any of its component parts. The State, and any person, agency, or instrumentality providing financial assistance for the work performed under this Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work product, and Local Sponsor shall not obtain copyright, trademark, service mark, or other proprietary protection for the work product. Local Sponsor shall not include in any work product any matter for which there is proprietary protection, unless the owner and any person, agency, or instrumentality providing financial assistance to the work hereunder gives prior written approval to use such protected matter. If any of the work products is subcontracted, the Local Sponsor shall bind the subcontractor to the terms of this Article.

XIII: RECORD KEEPING

- 131 Any payment required under this Agreement shall be for obligations incurred in performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the costs incurred.
- 132 All records shall be kept in a manner consistent with generally accepted accounting procedures.

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The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Records shall be maintained for three years after the completion of the Agreement.

- 133 Upon ODA's request, Local Sponsor shall provide reasonable access and a right to examine, during normal business hours, any and all books, documents, and records necessary to ensure or review compliance of this Agreement to ODA.

ARTICLE XIV: CONFIDENTIALITY

- 14.1 Local Sponsor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of ODA.
- 14.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Local Sponsor in the event of cancellation.

ARTICLE XV: NONDISCRIMINATION OF EMPLOYMENT

Local Sponsor agrees to comply with all applicable federal, state, and local laws in the conduct of the terms herein, including but not limited to ORC 125.111. In the event that any provision of this Agreement conflicts with any law, rule, or regulation, said law, rule or regulation shall prevail.

ARTICLE XVI: ASSIGNMENT

- 16.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Local Sponsor, without the prior written consent of ODA.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

ARTICLE XVII: OHIO ETHICS LAW REQUIREMENTS

- 17.1 Local Sponsor certifies that he/she has not given nor promised to give anything of value to any public official or employee of ODA or any other board, commission, or agency of the State of Ohio. Local Sponsor also certifies that he/she is in compliance with and will remain in compliance with all of the provisions of Ohio Ethics Law as provided by ORC 102.03 and 102.04.
- 17.2 Local Sponsor affirms that, as applicable to Local Sponsor, no party listed in ORC 3517.13(I) and (J) or spouse of such party has made, as an individual, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees within the two previous calendar years.
- 17.3 Local Sponsor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or ODA employee or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Local Sponsor at the time of his/her state employment.

ARTICLE XVIII: LIABILITY

- 18.1 Each Party agrees to be responsible for their own liability resulting from the negligence or intentional acts or omissions of its trustees, officers, employees, and agents, including but not limited to patent or copyright infringement, while they are acting within the scope of this Agreement.
- 18.2 Each party to this Agreement shall be responsible for any breach of this Agreement, or negligent acts or omissions arising out of or in connection with this Agreement, or any other agreement entered into as a result of this Agreement, as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

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- 18.3 Each party is responsible for paying its own costs and attorney's fees that arise from defending any claims brought under the terms of this Agreement.
- 18.4 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- 18.5 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture – Natural Resources Conservation Service (“USDA-NRCS”) to receive matching funds under its Agricultural Conservation Easement Program – Agricultural Land Easement (“ACEP-ALE”) program, and to which ODA shall be obligated to act as party to or secondary beneficiary to that certain Cooperative Agreement and associated rights and responsibilities, Local Sponsor shall be responsible for any and all obligations which arise under or which are related to that Cooperative Agreement.

ARTICLE XIX: CONDITIONS AND WARRANTIES

- 191 Local Sponsor warrants that it is not listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.
- 192 Local Sponsor affirmatively represents and warrants to the State that it is not subject to a finding for recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section.
- 193 Local Sponsor warrants that he/she has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments provided to the Local Sponsor by the State pursuant to this Agreement may be applied against such liabilities currently owing or incurred in the future.
- 194 Local Sponsor agrees that if this representation and warranty is deemed to be false, the Agreement shall be void *ab initio*, and any funds paid by State hereunder shall be immediately repaid to State
- 195 Local Sponsor affirmatively represents that it does not and will not boycott any jurisdiction with whom the State can enjoy open trade during the contract period, in accordance with ORC 9.76.

ARTICLE XX: ENTIRE AGREEMENT AND WAIVER

- 20.1 This written Agreement constitutes the entire Agreement between Local Sponsor and ODA, and there are no other agreements between them, either oral or written, which relate to the work to be performed under this Agreement.
- 20.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement.
- 20.3 No term or provision of this Agreement shall be deemed waived and no breach excused unless the waiver or consent is in writing and signed by both parties to this Agreement. ODA may at its discretion, in event of a breach, notify Local Sponsor of the breach and allow the time specified by ODA to correct the breach.
- 20.4 A waiver by any Party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XXI: NOTICES

- 21.1 All notices, consents, requests, and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof and shall be sent to the addresses set forth hereunder or to such other address as the other party hereto may designate by written notice transmitted in accordance with this provision. Electronic or facsimile notices are permitted when reasonable and upon approval by ODA.

- 1) In case of ODA to:
Jody Bowen
Ohio Department of

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Agriculture Office of Farmland
Preservation 8995 East Main
Street Reynoldsburg, Ohio
43068

- 2) In case of the Local Sponsor to:
Scott Stephens & Rebecca Longsmith
Delaware County Commissioners c/o
Delaware Soil and Water and Conservation District 557
Sunbury Road
Suite A
Delaware, OH 43015-8656

- 21.2 Any and all notices and other documents and communications required to be given pursuant to this Agreement shall be deemed duly given: (a) upon actual delivery, if delivery is by hand or courier service; (b) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or (c) upon the third day following delivery into the U.S. mail if delivery is by regular U.S. mail. Each such notice shall be sent to the respective party at the address indicated first above or at any other address as the respective party may designate by notice delivered pursuant hereto.

ARTICLE XXII: CONSTRUCTION, APPLICABLE LAW, AND HEADINGS

- 22.1 Under ORC Chapter 2743 the State of Ohio has waived its immunity from liability and consented to be sued and have its liability determined in its Court of Claims in accordance with the same rules of law applicable to suits between private parties, except to the extent the determination of the State of Ohio's liability is subject to limitations set forth in ORC Chapter 2743.
- 22.2 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- 22.3 This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect.
- 22.4 All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio and both parties irrevocably waive any objections to convenience of forum. In the event that this Agreement should become subject to the jurisdiction of the Court of Claims, the parties agree that such jurisdiction shall be binding and take precedence over any other forum selection clauses of this Agreement.
- 22.5 Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.
- 22.6 The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

ARTICLE XXIII: DEBARMENT

Local Sponsor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or ORC 25.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Local Sponsor shall immediately repay to ODA any funds paid under this Agreement.

ARTICLE XXIV: ANTITRUST ASSIGNMENT

Local Sponsor agrees to assign to ODA all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXV: EXCUSE OF PERFORMANCE

- 25.1 The performance of this Agreement, except for the payments of money for services already rendered, may be suspended by either Party for cause or causes beyond the reasonable control of such Party.

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252 Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; unforeseeable or unpreventable lack of adequate fuel, power, raw materials, labor or transportation facilities; unforeseeable changes in governmental laws, regulations, requirements, orders or actions; unforeseeable or preventable breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; unforeseeable or unpreventable labor trouble, strike, lockout or injunction, provided that neither Party shall be required to settle or prevent a labor dispute against its own best judgment.

ARTICLE XXVI: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXVII: DRUG FREE WORKPLACE

Local Sponsor agrees to comply with all applicable state and federal laws regarding drug-free and smoke-free workplace requirements and shall make good faith effort to ensure that all its employees will not purchase, transfer, use or possess illegal drugs or abuse prescription drugs in any way and will not violate Ohio Liquor Law or any other state or federal law regarding the sale, transfer, or consumption of alcoholic beverages

ARTICLE XXVIII: EXECUTION

This Agreement is not binding upon ODA unless executed in full.

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

IN WITNESS WHEREOF, to show their agreement hereto, the parties have hereunto set their hands and affixed their signatures.

(Copy of exhibits available in the Commissioners’ Office and Soil and Water Conservation Office until no longer of Administrative value).

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**7
RESOLUTION NO. 23-98**

IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, the Delaware County Commissioners passed Resolution No. 21-449 on May 24, 2021, adopting a Delaware County Facilities Permit Policy (the “Policy”); and

WHEREAS, it is the intent of the Policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the Policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the Meeting Room in the Frank B. Willis Building, located at 2079 U.S. Route 23 North Delaware, OH on January 14, 2023; February 11, 2023; March 18, 2023; May 13, 2023 and June 10, 2023; at the cost of \$100.00 per meeting.

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FURTHER, BE IT RESOLVED that the Delaware County Board of Commissioners approves the addendum incorporated into the permit agreement between Delaware County and the Ohio State University.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

9

RESOLUTION NO. 23-99

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

Transfer of Funds

From:	To:	
10011102-5801	42011438-4601	\$748,944.25
Commissioners General/Cash Transfer	Capital Improvements Reserve/Interfund Revenues	

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

10

RESOLUTION NO. 23-100

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE BOARD OF ELECTIONS:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

Supplemental Appropriations

22616109-5319	2022 Election Security Grant/Reimbursements-Refunds	\$10,175.05
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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-No reports.

13

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Attended a United Way of Delaware County event yesterday for Transitional Housing for Youth. The keynote speaker was Dr. Michael Warren.
- Attended the EMA meeting this past Tuesday. That was Director Sean Miller's last meeting as our Director.
- Attended the Orange Township Business Appreciation Breakfast this morning. The keynote speaker was our own Monica Conners, Director of Economic Development. Monica also spoke the Delaware Rotary Club this past Monday.

Commissioner Merrell

- Will be attending a CORSA meeting tomorrow.
- Attended an Affordable Housing meeting this week.

Commissioner Benton

- Attended the Orange Township Business Appreciation Breakfast this morning.
- Attended a MORPC Executive Committee meeting last week.
- Participated in a CCAO call last Friday.
- Will be speaking at the Leadership Delaware's Government Day today.
- The Good Deeds meetings are turning. Good Deeds is led by our Juvenile/Probate Judge Hejmanowski, Clerk of Courts Natalie Fravel and Recorder Melissa Jordan to educate citizens about how Probate Court works.

11

RESOLUTION NO. 23-101

9:45A.M. IN THE MATTER OF OPENING THE PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE FOR THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AS A NEW COMMUNITY AUTHORITY:

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It was moved by Mr. Merrell, seconded by Mrs. Lewis to open the hearing.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

RESOLUTION NO. 23-102

IN THE MATTER OF CLOSING THE PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE FOR THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AS A NEW COMMUNITY AUTHORITY:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to close the hearing.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 23-103

RESOLUTION APPROVING THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE REVISED CODE:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Pulte Homes of Ohio, LLC, as developer of the Sunbury Meadows Community Development Authority (the "Authority"), and others, filed four (4) applications (the "Applications") on January 9, 2023, with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Board is the "organizational board of commissioners with which the original petition was filed" referred to in section 349.03(B) of the Revised Code; and

WHEREAS, the Board determined that the Applications are sufficient, in form and substance, by adoption of Resolution No. 23-16 on May 2, 2022; and

WHEREAS, on February 9, 2023, and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Applications after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

Section 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.

Section 2. The Applications are hereby accepted and shall be recorded, along with this Resolution, in the Journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners with which the original petition was filed.

Section 3. The boundary of the District shall be amended to include the territory set forth in the Exhibits attached to this Resolution.

Section 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

Rockford Homes, Inc.

EXHIBIT A

The attached legal descriptions relate to the Property to be added to the Authority pursuant to this Application.

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Situated in the State of Ohio, County of Delaware, Township of Berkshire, and City of Sunbury being further described as follows:

Being Lots Four (4) through Six (6), Twelve (12), Forty (40) Forty-Two (42), Forty-Three (43), Forty-Five (45), Fifty-Seven (57) through Fifty-Nine (59), Sixty (60), Sixty-Six (66) through Sixty-Eight (68) and Eighty-Four (84) of ROLLING HILLS SECTION 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Book Vol. 1953, Page 809, Recorder's Office, Delaware County, Ohio.

EXHIBIT B

Map

The attached map shows the location and anticipated development of the Property.



Pulte Homes of Ohio LLC

EXHIBIT A

The attached legal descriptions relate to the Property to be added to the Authority pursuant to this Application.

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DESCRIPTION OF A 84.296 ACRE TRACT
AS SHOWN ON THE PLAT RECORDED IN VOLUME 62, PAGE 61
OF THE SURVEY RECORDS OF THE DELAWARE COUNTY ENGINEER
AS FOUND IN THE DELAWARE COUNTY MAP DEPARTMENT
DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Village of Sunbury, in Farm Lots 1 & 2, Quarter Township 4, Township 4, Range 17, United States Military District, being part of those tracts of land conveyed to The Romanelli Company LLC by deeds of record in Official Record 1819, Page 1151 and Official Record 1819, Page 1156 (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at a stone found at the northeasterly corner of said Farm Lot 1, the northwesterly corner of Farm Lot 10, in the southerly line of Farm Lot 8, Quarter Township 1, in the southerly line of the subdivision entitled "Sunbury Mills Section 6", of record in Plat Cabinet 3, Slide 444, the northwesterly corner of that 21.700 acre tract conveyed to the Village of Sunbury by deed of record in Official Record 30, Page 657;

Thence South 04° 34' 24" West, with the common line of said Farm Lots 1 and 10, the westerly line of said 21.700 acre tract the westerly line of the subdivision entitled "Sunbury Mills Section 3", of record in Plat Cabinet 2, Slide 347, and the westerly line of the subdivision entitled "Sunbury Mills Section 4", of record in Plat Cabinet 2, Slides 545 (passing 1/4" iron pipes found at a distance of 788.17 feet, 1048.18 feet, 1108.19 feet, 1168.08 feet, and 1308.61 feet) a total distance of 1349.41 feet to an iron pin set in the northerly line of said "Sunbury Mills Section 4", and the southwesterly corner of said Farm Lot 1, the northeasterly corner of said Farm Lot 2,

Thence North 86° 27' 01" West, with the common line of said Farm Lots 1 and 2, and the northerly line of said "Sunbury Mills Section 4", (passing 1/4" iron pipes found at a distance of 102.86 feet, 222.81 feet, 522.85 feet and 820.15) a total distance of 822.63 feet to an iron pin set at the northwesterly corner of said "Sunbury Mills Section 4";

Thence crossing said Romanelli tracts the following courses and distances;

North 06° 23' 24" East, a distance of 101.31 feet to an iron pin set;

North 57° 56' 29" West, a distance of 162.35 feet to an iron pin set;

North 28° 26' 39" East, a distance of 129.51 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 24° 54' 06", a radius of 375.00 feet, an arc length of 162.98 feet, a chord bearing of North 74° 00' 24" West and chord distance of 161.70 feet to an iron pin set;

North 86° 27' 27" West, a distance of 14.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 125.00 feet to an iron pin set.

North 86° 27' 27" West, a distance of 843.00 feet to an iron pin set.

South 03° 32' 33" West, a distance of 18.00 feet to an iron pin set;

North 86° 27' 27" West, a distance of 170.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 300.00 feet to an iron pin set;

North 86° 27' 27" West, a distance of 449.88 feet to an iron pin set;

North 39° 14' 40" West, a distance of 648.47 feet to an iron pin set;

North 33° 03' 30" East, a distance of 112.01 feet to an iron pin set,

DESCRIPTION FOR CLOSING ONLY
 FPL Approval Required
 Municipal Approval Required
 Delaware County Engineer
3-21-2023

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North 56° 56' 30" West, a distance of 77.00 feet to an iron pin set;

South 33° 03' 30" West, a distance of 29.08 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 03° 15' 41", a radius of 975.00 feet, an arc length of 55.50 feet, a chord bearing of South 31° 25' 40" West and chord distance of 55.49 feet to an iron pin set;

South 29° 47' 50" West, a distance of 155.01 feet to an iron pin set;

North 60° 12' 10" West, a distance of 180.00 feet to an iron pin set and;

South 29° 47' 50" West, a distance of 41.58 feet to an iron pin set;

Thence North 87° 21' 32" West, partly crossing said Romanelli tracts and partly with the northerly line of that 76.14 acre tract conveyed to Rolling Hills Sunbury LLC by deeds of record in Official Record 1324, Page 2599, Official Record 1498, Page 1823, Official Record 1503, Page 2550, and Official Record 1861, Page 2270 (passing a 3/4 inch iron pin found at a distance of 67.50 feet) a total distance of 902.48, to an iron pin set at a southeasterly corner of the remainder of that 194.15 acre tract conveyed to Brenda J. Price by deed of record in Deed Book 480, Page 603;

Thence North 01° 51' 51" East, with the easterly line of said 194.15 acre tract and the easterly line of the remainder of that 59.304 acre tract conveyed to Kenneth L. Price by deed of record in Official Record 3, Page 570, a distance of 501.74 feet to an iron pin set;

Thence North 74° 12' 58" West, with the northerly line of said 194.15 acre tract, a distance of 666.67 feet to an iron pin set at the northwesterly corner thereof;

Thence North 10° 34' 44" East, with the westerly line of said Romanelli tracts, a distance of 369.69 feet to an iron pin set in the centerline of Chestnut Road, in the common line of said Farm Lots 1 and 8;

Thence South 86° 45' 23" East, with said common Farm Lot line, and the southerly lines of the subdivision entitled "Walnut Hill Subdivision", of record in Plat Book 21, Page 129, that 5.01 acre tract conveyed to Walter Kushnir Jr. and Linda C. Kushnir, by deed of record in Deed Book 506, Page 459, that 5.020 acre tract conveyed to Sam E. Wise, Trustee, by deed of record in Official Record 1628, Page 1023, and that 37.839 acre tract conveyed to The Board Of Education Of The Big Walnut Local School District by deed of record in Official Record 885, Page 1039, (passing 3/4" iron pipes found at a distance of 61.41 feet, 751.40 feet, 1186.51 feet, and 1516.33) a total distance of 1973.88 feet to an iron pin set;

Thence crossing said Romanelli tracts the following courses and distances;

South 03° 14' 37" West, a distance of 218.28 feet to an iron pin set;

South 28° 35' 41" West, a distance of 130.00 feet to an iron pin set;

South 61° 24' 19" East, a distance of 190.73 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 25° 03' 08", a radius of 225.00 feet, an arc length of 98.38 feet, a chord bearing of South 73° 55' 53" East and chord distance of 97.60 feet to an iron pin set;

South 86° 27' 27" East, a distance of 17.00 feet to an iron pin set at a point;

With the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing of North 48° 32' 33" East and chord distance of 28.28 feet to an iron pin set at a point;

North 03° 32' 33" East, a distance of 53.00 feet to an iron pin set;

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South 86° 27' 27" East, a distance of 50.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 53.00 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing of South 41° 27' 27" East and chord distance of 28.28 feet to an iron pin set;

South 86° 27' 27" East, a distance of 93.90 feet to an iron pin set;

South 03° 32' 33" West, a distance of 180.00 feet to an iron pin set;

South 01° 19' 20" East, a distance of 181.46 feet to an iron pin set;

South 73° 05' 37" East, a distance of 112.13 feet to an iron pin set;

South 84° 44' 54" East, a distance of 115.83 feet to an iron pin set;

South 86° 27' 27" East, a distance of 660.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 47.00 feet to an iron pin set;

South 86° 27' 27" East, a distance of 125.00 feet to an iron pin set;

North 03° 32' 33" East, a distance of 47.00 feet to an iron pin set;

South 86° 27' 27" East, a distance of 380.88 feet to an iron pin set;

South 09° 08' 16" West, a distance of 127.63 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 06° 47' 52", a radius of 425.00 feet, an arc length of 50.42 feet, a chord bearing of South 77° 27' 48" East and chord distance of 50.39 feet to an iron pin set;

North 05° 24' 24" East, a distance of 121.66 feet to an iron pin set;

North 21° 49' 54" East, a distance of 126.91 feet to an iron pin set;

North 59° 18' 29" East, a distance of 195.76 feet to an iron pin set;

North 16° 46' 41" West, a distance of 172.08 feet to an iron pin set;

North 36° 20' 34" West, a distance of 45.09 feet to an iron pin set;

North 53° 48' 02" East, a distance of 262.26 feet to an iron pin set; and

North 13° 33' 56" East, a distance of 262.81 feet to an iron pin set in the common line of said Farm Lots 10 and 8, in the southerly line of said "Sunbury Mills Section 6".

Thence South 86° 45' 23" East, with said common Farm Lot line and said southerly line (passing 3/4" iron pipes found at a distance of 31.64 feet, 151.56 feet, 211.75 feet, 271.64 feet, 331.76 feet, 391.73 feet, 451.62 feet, 511.74 feet, 571.81 feet and 632.00 feet) a total distance of 632.35 feet to the POINT OF BEGINNING, containing 84.206 acres of land, more or less. Of which, 0.344 acre lies within the presently occupied right-of-way of Golf Course Road. Also, 7.289 acres lies within Parcel Number 41742001004004, 14.615 acres lies within Parcel Number 41742001004001 and 62.302 acres lies within Parcel Number 41742001004005.

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

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

The bearings shown herein are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). The portion of the easterly line of Farm Lot 1, having a bearing of South 04° 34' 24" West and monumented as shown hereon, is designated as the "basis of bearings" for this description.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

15 Feb 23

Matthew A. Kirk
Professional Surveyor No. 7865

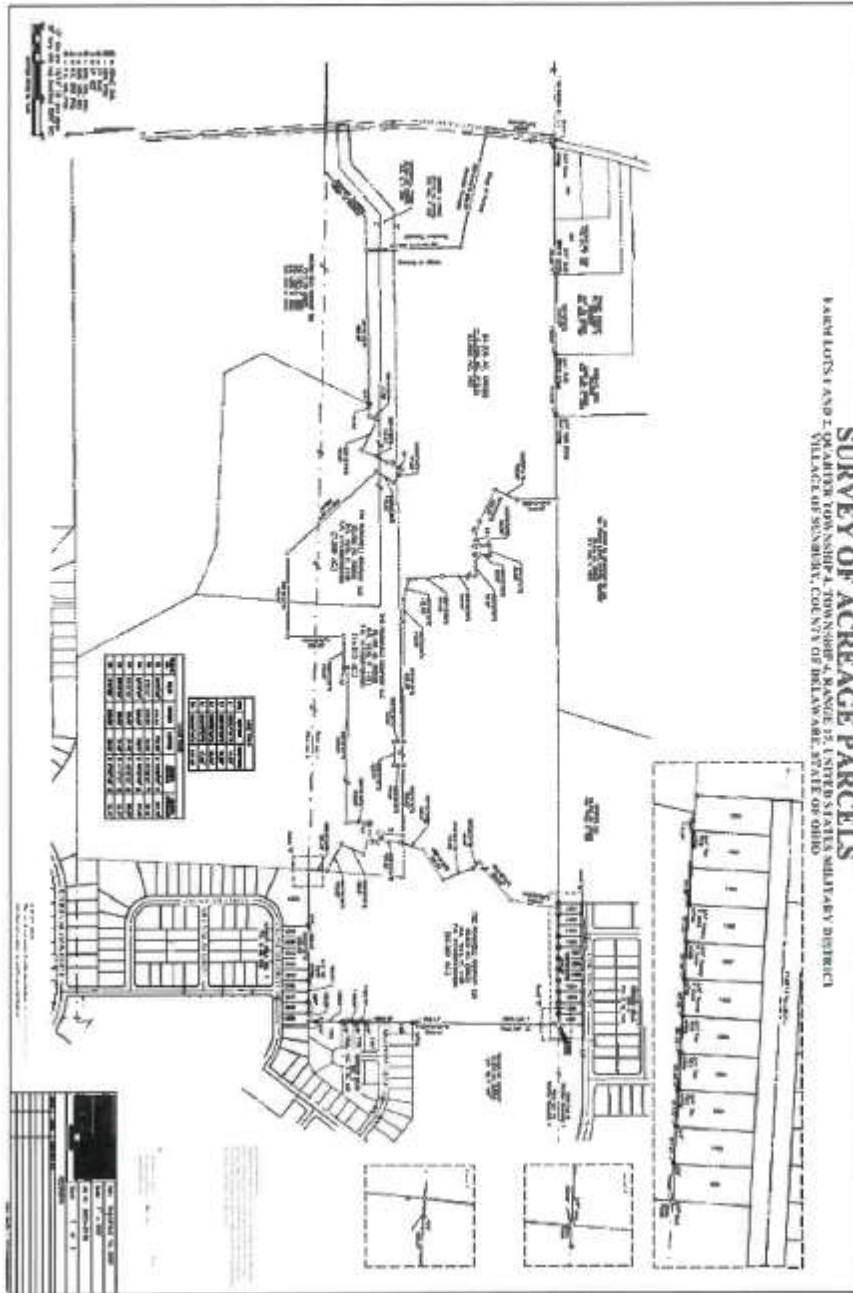
Date

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EXHIBIT B

Map

The attached map shows the location and anticipated development of the Property.



NVR, INC.

EXHIBIT A

The attached legal descriptions relate to the Property to be added to the Authority pursuant to this Application.

Situated in the State of Ohio, County of Delaware, Township of Berkshire, and City of Sunbury being further described as follows:

Being Lots Forty-Six (46), Fifty (50) through Fifty-Three (53), Fifty-Five (55) and Eighty (80) of ROLLING HILLS SECTION 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Book Vol. 1953, Page 809, Recorder's Office, Delaware County, Ohio.

EXHIBIT B

Map

The attached map shows the location and anticipated development of the Property.

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**Romanelli Company LLC
And
Rolling Hills at Sunbury LLC**

EXHIBIT A

The attached legal descriptions relate to the Property to be added to the Authority pursuant to this Application.

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**LEGAL DESCRIPTION
(Price Ponds Property)**

PARCEL 1 - 99.909 ACRES

Situated in the State of Ohio, County of Delaware, Village of Sunbury, and being in Farm Lot 1, Section 4, Township 4, Range 17 in the United States Military District, also being part of an original 194.15 acre tract as conveyed to Brenda J. Price in Deed Book 480, Page 603 as further described as follows;

Beginning at a 3/4" pipe at a northeast corner of the remainder of said 194.15 acre tract, the northeast corner of said Farm Lot 1, the northwest corner of Farm Lot 10, being in the south line of Farm Lot 8, also being an angle point in the south line of Sunbury Mills Section 6 as recorded in Plat Cabinet 3, Slide 444, and being in the west line of an original 21.700 acre tract as conveyed to the Village of Sunbury in Official Record 30, Page 657 and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with an east line of the remainder of said 194.15 acre tract, the west line of the remainder of said 21.700 acre tract, the east line of said Farm Lot 1, and the west line of said Farm Lot 10, the west line of Sunbury Mills Section 3 as recorded in Plat Cabinet 2, Slide 347, and a west line of Sunbury Mills Section 4 as recorded in Plat Cabinet 2, Slide 545, **S 04° 33' 26" W, 1349.05 feet** to an iron pin set at a southeast corner of the remainder of said 194.15 acre tract, the southeast corner of said Farm Lot 1, the northeast corner of Farm Lot 2, and being an angle point in the north line of said Sunbury Mills Section 4;

Thence with a south line of the remainder of said 194.15 acre tract, the north line of said Sunbury Mills Section 4, the south line of said Lot 1 and the north line of Lot 2, **N 86° 27' 31" W, 822.67 feet** to an iron pin set at an angle point in a south line of the remainder of said 194.15 acre tract, being the northwest corner of said Sunbury Mills Section 4, and being in the east line of a 59.307 acre tract as conveyed to Kenneth L. Price in Deed Volume 3, Page 570;

Thence with a south line of the remainder of said 194.15 acre tract and the east line of said 59.307 acre tract, **N 06° 23' 22" E, 485.43 feet** to an iron pin set at an angle point in a south line of the remainder of said 194.15 acre tract and the northeast corner of said 59.307 acre tract;

Thence with a south line of the remainder of said 194.15 acre tract and the north line of said 59.307 acre tract, **N 87° 18' 32" W, 3389.22 feet** to an iron pin set in an east corporation line of Berkshire Township and a west corporation line of the Village of Sunbury;

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Thence crossing the remainder of said 194.15 acre tract with said east corporation line of Berkshire Township and said west corporation line of the Village of Sunbury, **N 01° 52' 49" E, 381.74 feet** to an iron pin set;

Thence continuing across the remainder of said 194.15 acre tract with said east corporation line of Berkshire Township and said west corporation line of the Village of Sunbury, **N 74° 15' 34" W, 667.45 feet** to an iron pin set in a west line of said 194.15 acre tract and an angle point in said east corporation line of Berkshire Township and said west corporation line of the Village of Sunbury;

Thence with a west line of the remainder of said 194.15 acre tract, and in said east corporation line of Berkshire Township and said west corporation line of the Village of Sunbury, **N 10° 44' 09" E, 369.69 feet** to a northwest corner of said 194.15 acre tract, being in the north line of Farm Lot 1 and in the south line of Lot 8 West Tier; Thence with a north line of the remainder of said 194.15 acre tract, the south line of said Farm Lot 8 West Tier, the north line of said Farm Lot 1, the south line of Walnut Hill Subdivision as recorded in Plat Book 21, Page 129, the south line of a 5.01 acre tract as conveyed to Walter Kushnir Jr. and Linda C. Kushnir in Deed Volume 506, Page 459, the south line of a 5.02 acre tract as conveyed to James W. Boseker, Jr. and Rebecca J. Boseker in Deed Volume 606, Page 632, the south line of a 37.839 acre tract as conveyed to The Board of Education of the Big Walnut Local School District in Official Record 885, Page 1039, the south line of a 25.952 acre tract as conveyed to Civenco, LLC in Official Record 1426, Page 368, and in the south line of Sunbury Mills Section 6 as recorded in Plat Cabinet 3, Slide 444, **S 86° 45' 15" E, 4828.52 feet** to the **TRUE POINT OF BEGINNING**, containing **99.909 acres**, more or less;

Iron pins set are 5/8" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the westerly right of way line of Golf Course Road (T.R. 33), to have a bearing of N 01°09'51" W.

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PARCEL II - 58.268 Acres

Situated in the State of Ohio, County of Delaware, Village of Sunbury, and being in Farm Lots 1 and 2, Section 4, Township 4, Range 17 in the United States Military District and being part of a 59.307 acre tract as conveyed to Kenneth L. Price in Deed Volume 3, Page 570 as further described as follows;

Commencing at a 3/4" pipe at a northeast corner of the remainder of said 194.15 acre tract, the northeast corner of said Farm Lot 1, the northwest corner of Farm Lot 10, being in the south line of Farm Lot 8, also being an angle point in the south line of Sunbury Mills Section 6 as recorded in Plat Cabinet 3, Slide 444, and being in the west line of an original 21.700 acre tract as conveyed to the Village of Sunbury in Official Record 30, Page 657;

Thence with the east line of the remainder of said 194.15 acre tract, the west line of the remainder of said 21.700 acre tract, the east line of said Farm Lot 1, and the west line of said Farm Lot 10, the west line of Sunbury Mills Section 3 as recorded in Plat Cabinet 2, Slide 347, and a west line of Sunbury Mills Section 4 as recorded in Plat Cabinet 2, Slide 545, **S 04° 33' 26" W, 1349.05 feet** to an iron pin set at an angle point in the east line of the remainder of said 194.15 acre tract and an angle point in the north line of said Sunbury Mills Section 4;

Thence with a south line of the remainder of said 194.15 acre tract and a north line of said Sunbury Mills Section 4, **N 86° 27' 31" W, 822.67 feet** to an iron pin set at an angle point in the remainder of said 194.15 acre tract, the northwest corner of said Sunbury Mills Section 4, being in the east line of said 59.307 acre tract, and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the east line of said 59.307 acre tract, the west line of said Sunbury Mills Section 4, the west line of Sunbury Mills Section 5, Part 2 as recorded in Plat Cabinet 2, Slide 347, the west line of Sunbury Meadows, Section 2 as recorded in Plat Cabinet 4, Slide 3, **S 06° 23' 22" W, 1258.23 feet** to an iron pin set at the southeast corner of said 59.307 acre tract, an angle point in the west line of said Sunbury Meadows, Section 2, and being in the south line of said Farm Lot 2 and the north line of Farm Lot 3;

Thence with the south line of said 59.307 acre tract, the north line of said Sunbury Meadows, Section 2, the north line of Sunbury Meadows, Section 5, Phase B as recorded

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in Plat Cabinet 4, Slide 32, the north line of Sunbury Meadows, Section 7 as recorded in Plat Cabinet 4, Slide 37, the south line of said Farm Lot 2 and the north line of said Farm Lot 3, **N 86° 36' 14" W, 1091.13 feet** to an iron pin set at the southwest corner of said 59.307 acre tract and the southeast corner of an original 76.14 acre tract as conveyed to RW Sunbury Investments LLC in Official Record 1324, Page 2599 and Official Record 1503, Page 2550;

Thence with the west line of said 59.307 acre tract and the east line of the remainder of said 76.14 acre tract, **N 24° 35' 02" W, 735.64 feet** to an iron pin set at an angle point in a south line of the remainder of said 194.15 acre tract and an angle point in the west line of said 59.307 acre tract;

Thence with an east line of the remainder of said 194.15 acre tract and the west line of said 59.307 acre tract, **N 06° 25' 58" E, 1014.92 feet** to an iron pin set at a northeast corner of the remainder of said 194.15 acre tract and an angle point in the west line of said 59.307 acre tract;

Thence with a north line of the remainder of said 194.15 acre tract and the west line of said 59.307 acre tract, **N 87° 18' 32" W, 1913.97 feet** to an iron pin set on the Corporation line between Berkshire Township and the Village of Sunbury;

Thence crossing said 59.307 acre tract and along said Corporation line, **N 01° 52' 49" E, 60.00 feet** to an iron pin set in the north line of said 59.307 acre tract and a south line of a remainder of said 194.15 acre tract;

Thence the following courses with the common lines of the remainder of said 194.15 acre tract and said 59.307 acre tract:

1. **S 87° 18' 32" E, 3389.22 feet** to an iron pin set at a common corner thereof;
2. **S 06° 23' 22" W, 485.43 feet** to the **TRUE POINT OF BEGINNING**, containing **58.268 acres**, more or less, 18.626 acres being in Farm Lot 1, and 39.642 acres being in Farm Lot 2.

Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the westerly right of way line of Golf Course Road (T.R. 33), to have a bearing of **N 01°09'51" W**.

Iron pins set are 5/8" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

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PARCEL III 25.795 ACRES

Situated in the State of Ohio, County of Delaware, Village of Sunbury, and being in Farm Lots 1 and 2, Section 4, Township 4, Range 17 in the United States Military District, also being part of an original 194.15 acre tract as conveyed to Brenda J. Price in Deed Book 480, Page 603 as further described as follows;

Commencing at a 3/4" pipe at a northeast corner of the remainder of said 194.15 acre tract, the northeast corner of said Farm Lot 1, the northwest corner of Farm Lot 10, being in the south line of Farm Lot 8, also being an angle point in the south line of Sunbury Mills Section 6 as recorded in Plat Cabinet 3, Slide 444, and being in the west line of an original 21.700 acre tract as conveyed to the Village of Sunbury in Official Record 30, Page 657;

Thence with an east line of the remainder of said 194.15 acre tract, the west line of the remainder of said 21.700 acre tract, the east line of said Farm Lot 1, and the west line of said Farm Lot 10, the west line of Sunbury Mills Section 3 as recorded in Plat Cabinet 2, Slide 347, and a west line of Sunbury Mills Section 4 as recorded in Plat Cabinet 2, Slide 545, **S 04° 33' 26" W, 1349.05 feet** to an iron pin set at a southeast corner of the remainder of said 194.15 acre tract, the southeast corner of said Farm Lot 1, the northeast corner of Farm Lot 2, and being an angle point in the north line of said Sunbury Mills Section 4;

Thence with a south line of the remainder of said 194.15 acre tract, the north line of said Sunbury Mills Section 4, the south line of said Lot 1 and the north line of Lot 2, **N 86° 27' 31" W, 822.67 feet** to an iron pin set at an angle point in a south line of the remainder of said 194.15 acre tract, being the northwest corner of said Sunbury Mills Section 4, and being in the east line of a 59.307 acre tract as conveyed to Kenneth L. Price in Deed Volume 3, Page 570;

Thence with a south line of the remainder of said 194.15 acre tract and the east line of said 59.307 acre tract, **N 06° 23' 22" E, 485.43 feet** to an iron pin set at an angle point in a south line of the remainder of said 194.15 acre tract and the northeast corner of said 59.307 acre tract;

Thence with a south line of the remainder of said 194.15 acre tract and the north line of said 59.307 acre tract, **N 87° 18' 32" W, 3389.22 feet** to an iron pin set in an east corporation line of Berkshire Township and a west corporation line of the Village of Sunbury;

Thence across said 59.307 acre tract with said east corporation line of Berkshire Township and said west corporation line of the Village of Sunbury, **S 01° 52' 49" W,**

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60.00 feet to an iron pin set in the south line of said 59.307 acre tract, a north line of the remainder of said 194.15 acre tract and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with a north line of the remainder of said 194.15 acre tract and the south line of said 59.307 acre tract, **S 87° 18' 32" E, 1913.97 feet** to an iron pin set at a northeast corner of the remainder of said 194.15 acre tract and an angle point in the west line of said 59.307 acre tract;

Thence with an east line of the remainder of said 194.15 acre tract, the south line of said 59.307 acre tract across the said Farm Lot line between Farm Lots 1 and 2, **S 06° 25' 58" W, 1014.92 feet** to an iron pin set at a southeast corner of the remainder of said 194.15 acre tract, an angle point in the south line of said 59.307 acre tract and an angle point in the east line of an original 76.14 acre tract as conveyed to RW Sunbury Investments LLC in Official Record 1324, Page 2599 and Official Record 1503, Page 2550;

Thence with a south line of the remainder of said 194.15 acre tract and the east line of said original 76.14 acre tract, **N 63° 38' 02" W, 287.10 feet** to an iron pin set at an angle point in the said south and east line;

Thence continuing with a south line of the remainder of said 194.15 acre tract and the east line of said original 76.14 acre tract, **N 83° 45' 02" W, 939.70 feet** to an iron pin set at an angle point in the said south and east line;

Thence continuing with a south line of the remainder of said 194.15 acre tract and the east line of said original 76.14 acre tract, **N 22° 36' 02" W, 235.60 feet** to an iron pin set at an angle point in the said south and east line;

Thence continuing with a south line of the remainder of said 194.15 acre tract and the east line of said original 76.14 acre tract across the said Farm Lot line between Farm Lots 1 and 2, **N 29° 46' 41" E, 636.11 feet** to an 3/4" pipe at an angle point in a south line of the remainder of said 194.15 acre tract and the northeast corner of said original 76.14 acre tract;

Thence with a south line of the remainder of said 194.15 acre tract and the north line of said original 76.14 acre tract, **N 87° 20' 34" W, 835.05 feet** to an iron pin set at an angle point in the corporation line between Berkshire Township and the Village of Sunbury;

Thence with said east corporation line of Berkshire Township and said west corporation line of the Village of Sunbury across said original 76.14 acre tract, **N 01° 52' 49" E, 60.29 feet** to the **TRUE POINT OF BEGINNING**, containing **25.795 acres**, more or less, 11.429 acres being in Farm Lot 1, and 14.366 acres being in Farm Lot 2.

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Iron pins set are 5/8" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the westerly right of way line of Golf Course Road (T.R. 33), to have a bearing of N 01°09'51" W.

LESS AND EXCEPTING THE FOLLOWING 84.206 ACRES FROM PARCELS I, II AND III ABOVE:

Situated in the State of Ohio, County of Delaware, Village of Sunbury, in Farm Lots 1 & 2, Quarter Township 4, Township 4, Range 17, United States Military District, being part of those tracts of land conveyed to The Romanelli Company LLC by deeds of record in Official Record 1819, Page 1151 and Official Record 1819, Page 1156 (all references are to the records of the Recorder's Office, Delaware County, Ohio) and more particularly bounded and described as follows:

BEGINNING at a stone found at the northeasterly corner of said Farm Lot 1, the northwesterly corner of Farm Lot 10, in the southerly line of Farm Lot 8, Quarter Township 1, in the southerly line of the subdivision entitled "Sunbury Mills Section 6", of record in Plat Cabinet 3, Slide 444, the northwesterly corner of that 21.700 acre tract conveyed to the Village of Sunbury by deed of record in Official Record 30, Page 657;

Thence South 04° 34' 24" West, with the common line of said Farm Lots 1 and 10, the westerly line of said 21.700 acre tract the westerly line of the subdivision entitled "Sunbury Mills Section 3", of record in Plat Cabinet 2, Slide 347, and the westerly line of the subdivision entitled "Sunbury Mills Section 4", of record in Plat Cabinet 2, Slide 545 (passing 3/4" iron pipes found at a distance of 788.17 feet, 1048.18 feet, 1108.19 feet, 1168.08 feet, and 1308.61 feet) a total distance of 1349.41 feet to an iron pin set in the northerly line of said "Sunbury Mills Section 4", and the southwesterly corner of said Farm Lot 1, the northeasterly corner of said Farm Lot 2;

Thence North 86° 27' 01" West, with the common line of said Farm Lots 1 and 2, and the northerly line of said "Sunbury Mills Section 4", (passing 3/4" iron pipes found at a distance of 102.86 feet, 222.81 feet, 522.85 feet and 820.15) a total distance of 822.63 feet to an iron pin set at the northwesterly corner of said "Sunbury Mills Section 4";

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Thence crossing said Romanelli tracts the following courses and distances;

North 06° 23' 24" East, a distance of 101.31 feet to an iron pin set;

North 57° 56' 29" West, a distance of 162.35 feet to an iron pin set;

North 28° 26' 39" East, a distance of 129.51 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 24° 54' 06", a radius of 375.00 feet, an arc length of 162.98 feet, a chord bearing of North 74° 00' 24" West and chord distance of 161.70 feet to an iron pin set;

North 86° 27' 27" West, a distance of 14.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 125.00 feet to an iron pin set;

North 86° 27' 27" West, a distance of 843.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 18.00 feet to an iron pin set;

North 86° 27' 27" West, a distance of 170.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 300.00 feet to an iron pin set;

North 86° 27' 27" West, a distance of 449.88 feet to an iron pin set;

North 39° 14' 40" West, a distance of 648.47 feet to an iron pin set;

North 33° 03' 30" East, a distance of 112.01 feet to an iron pin set;

North 56° 56' 30" West, a distance of 77.00 feet to an iron pin set;

South 33° 03' 30" West, a distance of 29.08 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 03° 15' 41", a radius of 975.00 feet, an arc length of 55.50 feet, a chord bearing of South 31° 25' 40" West and chord distance of 55.49 feet to an iron pin set;

South 29° 47' 50" West, a distance of 155.01 feet to an iron pin set;

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North 60° 12' 10" West, a distance of 180.00 feet to an iron pin set and;

South 29° 47' 50" West, a distance of 41.58 feet to an iron pin set;

Thence North 87° 21' 32" West, partly crossing said Romanelli tracts and partly with the northerly line of that 76.14 acre tract conveyed to Rolling Hills Sunbury LLC by deeds of record in Official Record 1324, Page 2599, Official Record 1498, Page 1823, Official Record 1503, Page 2550, and Official Record 1861, Page 2270 (passing a 3/4 inch iron pin found at a distance of 67.50 feet) a total distance of 902.48, to an iron pin set at a southeasterly corner of the remainder of that 194.15 acre tract conveyed to Brenda J. Price by deed of record in Deed Book 480, Page 603;

Thence North 01° 51' 51" East, with the easterly line of said 194.15 acre tract and the easterly line of the remainder of that 59.304 acre tract conveyed to Kenneth L. Price by deed of record in Official Record 3, Page 570, a distance of 501.74 feet to an iron pin set;

Thence North 74° 12' 58" West, with the northerly line of said 194.15 acre tract, a distance of 666.67 feet to an iron pin set at the northwesterly corner thereof;

Thence North 10° 34' 44" East, with the westerly line of said Romanelli tracts, a distance of 369.69 feet to an iron pin set in the centerline of Cheshire Road, in the common line of said Farm Lots 1 and 8;

Thence South 86° 45' 23" East, with said common Farm Lot line, and the southerly lines of the subdivision entitled "Walnut Hill Subdivision", of record in Plat Book 21, Page 129, that 5.01 acre tract conveyed to Walter Kushnir Jr. and Linda C. Kushnir, by deed of record in Deed Book 506, Page 459, that 5.020 acre tract conveyed to Sarah E. Wise, Trustee, by deed of record in Official Record 1628, Page 1023, and that 37.839 acre tract conveyed to The Board Of Education Of The Big Walnut Local School District by deed of record in Official Record 885, Page 1039, (passing 3/4" iron pipes found at a distance of 61.41 feet, 751.40 feet, 1186.51 feet, and 1516.33) a total distance of 1973.88 feet to an iron pin set;

Thence crossing said Romanelli tracts the following courses and distances;

South 03° 14' 37" West, a distance of 218.28 feet to an iron pin set;

South 28° 35' 41" West, a distance of 130.00 feet to an iron pin set;

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South 61° 24' 19" East, a distance of 190.73 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 25° 03' 08", a radius of 225.00 feet, an arc length of 98.38 feet, a chord bearing of South 73° 55' 53" East and chord distance of 97.60 feet to an iron pin set;

South 86° 27' 27" East, a distance of 17.00 feet to an iron pin set at a point;

With the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing of North 48° 32' 33" East and chord distance of 28.28 feet to an iron pin set at a point;

North 03° 32' 33" East, a distance of 53.00 feet to an iron pin set;

South 86° 27' 27" East, a distance of 50.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 53.00 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing of South 41° 27' 27" East and chord distance of 28.28 feet to an iron pin set;

South 86° 27' 27" East, a distance of 93.90 feet to an iron pin set;

South 03° 32' 33" West, a distance of 180.00 feet to an iron pin set;

South 01° 19' 20" East, a distance of 181.46 feet to an iron pin set;

South 73° 05' 37" East, a distance of 112.13 feet to an iron pin set;

South 84° 44' 54" East, a distance of 115.83 feet to an iron pin set;

South 86° 27' 27" East, a distance of 660.00 feet to an iron pin set;

South 03° 32' 33" West, a distance of 47.00 feet to an iron pin set;

South 86° 27' 27" East, a distance of 125.00 feet to an iron pin set;

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North 03° 32' 33" East, a distance of 47.00 feet to an iron pin set;

South 86° 27' 27" East, a distance of 380.88 feet to an iron pin set;

South 09° 08' 16" West, a distance of 127.63 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of 06° 47' 52", a radius of 425.00 feet, an arc length of 50.42 feet, a chord bearing of South 77° 27' 48" East and chord distance of 50.39 feet to an iron pin set;

North 05° 24' 24" East, a distance of 121.66 feet to an iron pin set;

North 21° 49' 54" East, a distance of 126.91 feet to an iron pin set;

North 59° 18' 29" East, a distance of 195.76 feet to an iron pin set;

North 16° 46' 41" West, a distance of 172.08 feet to an iron pin set;

North 36° 20' 34" West, a distance of 45.09 feet to an iron pin set;

North 53° 48' 02" East, a distance of 262.26 feet to an iron pin set; and

North 13° 33' 56" East, a distance of 262.81 feet to an iron pin set in the common line of said Farm Lots 10 and 8, in the southerly line of said "Sunbury Mills Section 6";

Thence South 86° 45' 23" East, with said common Farm Lot line and said southerly line (passing $\frac{3}{4}$ " iron pipes found at a distance of 31.64 feet, 151.56 feet, 211.75 feet, 271.64 feet, 331.76 feet, 391.73 feet, 451.62 feet, 511.74 feet, 571.81 feet and 632.00 feet) a total distance of 632.35 feet to the POINT OF BEGINNING, containing 84.206 acres of land, more or less. Of which, 0.344 acre lies within the presently occupied right-of-way of Golf Course Road. Also, 7.289 acres lies within Parcel Number 41742001004004, 14.615 acres lies within Parcel Number 41742001004001 and 62.302 acres lies within Parcel Number 41742001004005.

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

The bearings shown herein are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011). The portion of the easterly line of Farm Lot 1, having a bearing of South 04° 34' 24" West and monumented as shown hereon, is designated as the "basis of bearings" for this description.

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(Rolling Hills Property)

PARCEL 1

Situated in the State of Ohio, County of Delaware, and being in Lot No. 2, Section No. 4, Township No. 4, Range No. 17, United State Military lands; Berkshire Township, Delaware County, State of Ohio, and more particularly bounded and described as follows:

Commencing at the South West corner of said Lot No. 2; thence along said South line S 84° 17' E 3421.9 feet to an iron pipe; thence N 22° 12' W 735.6 feet to an iron pipe; thence N 61° 15' W 287.1 feet to an iron pipe; thence N 81° 22' W 939.7 feet to an iron pipe; thence N 20° 13' W 235.6 feet to an iron pipe; thence N 32° 10' E 635.9 feet to an iron pipe; thence N 84° 55 ½' W 1001.9 feet to an iron pipe; thence S 53° 58' W 331.4 feet to an iron pipe, thence N 87° 46' W 228.2 feet to an iron pipe in the center line of a public road; thence with the center line S 1° 01' W 274.0 feet to an iron pipe; thence with said center line S 2° 14' E 152.8 feet to an iron pipe; thence with said center line S 5° 50' W 364.3 feet to an iron pipe in the center line of said road; then N 84° 41' W 617.5 feet to an iron pipe in the West line of said Lot No. 2; thence with said West line S 6° 05' W 552.6 feet to an iron pipe at the place of beginning, containing 76.14 acres of land. Also, conveying unto said Grantee the right to construct and maintain water pumping equipment and necessary pipes for the benefit of the foregoing described property together with a right of entry, and right for the removal of top soil and earth from a tract conveyed to the City of Columbus, all as more fully set forth in the Deed recorded at Deed Volume 270, Page 113, Delaware County Recorder's Office.

EXCEPTING THEREFROM the following described tract:

Beginning at a point on the Southwest corner of Lot No. 2 in Section No. 4; thence with the West line of Lot No. 2 North 3° 46' East 552.38 feet to a point on said West line, said point being the Southwest Corner of a 220.15 acre tract of land now or formerly owned by O. M. & Gladys A. Price; thence with the Price's South line South 87° 25' East 590.44 feet to the West right-of-way line of the Galena-Carters Corners & Taylors Corners Road; thence with said West right-of-way South 4° 01' West 299.12 feet to an angle point on said West right-of-way line; thence continuing along said West right-of-way line South 3° 04' East 262.50 feet to the point of intersection of said West right-of-way line with the South line of Lot No. 2; thence with the South line of Lot No. 2 North 86° 40' West 620.24 feet to the point of beginning. All bearings being referred to the true meridian and containing 7.62 acres more or less. This being the parcel conveyed to the City of Columbus by John Henderson Butler and Dorothy Madden Butler as set forth in the Deed recorded in Deed Vol. 270, Page 113, Recorder's Office, Delaware County, Ohio.

FURTHER EXCEPTING THEREFROM the following described tract:

Situated in the State of Ohio, County of Delaware, Township of Berkshire, and City of Sunbury being further described as follows:

All 42.002± acres of land comprised in the subdivision known as ROLLING HILLS SECTION 1, as reflected upon the recorded plat thereof, of record in Book Vol. 1953, Page 809, Recorder's Office, Delaware County, Ohio.

{00536735-1}-Rolling Hills

PARCEL 2

Situated in the State of Ohio, County of Delaware, Township of Berkshire, and City of Sunbury being further described as follows:

Being Lots One (1) through Three (3), Seven (7) through Eleven (11), Thirteen (13) through Thirty-Nine (39), Forty-One (41), Forty-Four (44), Forty-Seven (47) through Forty-Nine (49), Fifty-Four (54), Fifty-Six (56), Sixty One (61) through Sixty-Five (65), and Sixty-Nine (69) through Seventy-Nine (79) and Eighty-one (81) through Eighty-Three (83) of ROLLING HILLS SECTION 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Book Vol. 1953, Page 809, Recorder's Office, Delaware County, Ohio.

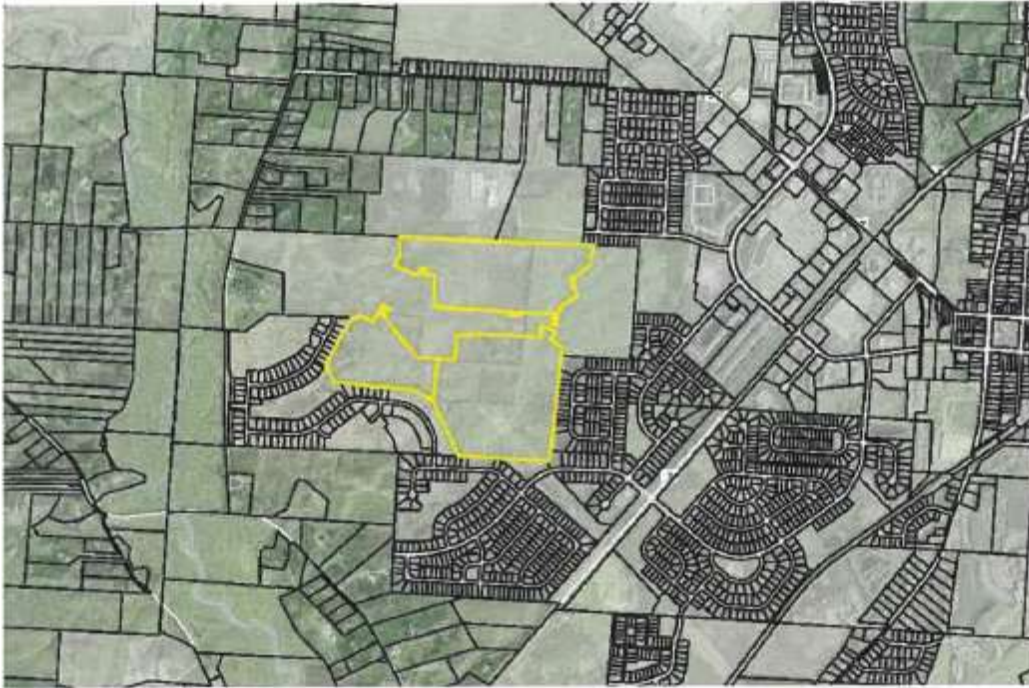
EXHIBIT B

Map

The attached map shows the location and anticipated development of the Property.

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Price Ponds Property



Rolling Hills Property



Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

RECESS 9:58 AM/RECONVENE 11:00 AM

6
RESOLUTION NO. 23-97

**IN THE MATTER OF APPOINTING TWO MEMBERS TO THE DELAWARE-MORROW
MENTAL HEALTH & RECOVERY SERVICES BOARD:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") appoints members to the Delaware-

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Morrow Mental Health and Recovery Services Board for both expired and unexpired terms; and

WHEREAS, a vacancy exists for a term that will expire June 30, 2023; and

WHEREAS, Mallory Sribanditmongkol has applied for appointment and meets all the residency requirements stipulated by section 340.02(A) of the Revised Code;

WHEREAS, a vacancy exists for a term that will expire June 30, 2025; and

WHEREAS, Kimberly Hallinan has applied for appointment and meets all the residency requirements stipulated by section 340.02(A) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby appoints Mallory Sribanditmongkol as a member of the Delaware-Morrow Mental Health & Recovery Services Board to the vacant term expiring June 30, 2023.

Section 2. The appointment of Mallory Sribanditmongkol shall take effect immediately upon the adoption of this Resolution.

Section 3. The Board hereby appoints Kimberly Hallinan as a member of the Delaware-Morrow Mental Health & Recovery Services Board to the vacant term expiring June 30, 2025.

Section 4. The appointment of Kimberly Hallinan shall take effect immediately upon the adoption of this Resolution.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

14

RESOLUTION NO. 23-104

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF AN APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, pursuant to section 121.23(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.23(G)(1)–(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of an appointment of a public employee or public official.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

RESOLUTION NO. 23-105

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion Mr. Merrell Aye Mr. Benton Absent Mrs. Lewis Aye

RECESS 12:11 PM/RECONVENE 2:30 PM

RESOLUTION NO. 23-106

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following:

WHEREAS, pursuant to section 121.23(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.23(G)(1)–(7) of the Revised Code; and

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NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of appointment of a public employee or public official.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

RESOLUTION NO. 23-107

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners