



RESOLUTION 2025-32

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARKING AGREEMENT WITH LAURIE SUE GROFF KNIGHT.

WHEREAS, Laurie Sue Groff Knight ("Owner") owns the property at 50 W. Olentangy Street, Powell, OH 43065, which is Delaware County Auditor Parcel Number 319-426-04-017-000 ("Property"); and

WHEREAS, the City of Powell, Ohio is seeking public parking across the City's footprint and in the City's downtown in particular; and

WHEREAS, the Property will soon be redeveloped to accommodate a new commercial tenant, and the City and the Owner wish to work together for the construction of a public parking lot on the Property as well as a public sidewalk and on-street parking spaces against to the Property.


NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: The City hereby authorizes the City Manager or his designee to execute a parking agreement with the Owner on behalf of the City, in substantially the same form as attached as Exhibit A.

Section 2: Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Resolution without further legislation being required.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including the Charter of the City of Powell and Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall be in full force and effect immediately upon adoption.



Tom Counts
Mayor

9/12/25

Date

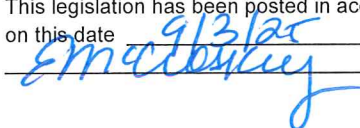


Elaine McCloskey
City Clerk

9/12/25

Date

EFFECTIVE DATE: September 2, 2025

This legislation has been posted in accordance with the City Charter
on this date 9/13/25
 City Clerk

PARKING AGREEMENT

This Parking Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2025 (“Effective Date”), by and between the City of Powell, Ohio, (the “City”) an Ohio municipal corporation with a principal place of business at 47 Hall Street, Powell, Ohio 43065 and Laurie Sue Groff Knight (“Lot Owner”), with a principal place of business at 70 W. Olentangy Street, Powell, Ohio 43065. The City and Lot Owner may be referred to collectively as “Parties” and individually as a “Party.”

Background Information

Whereas, Laurie Sue Groff Knight owns the property known as Delaware County Auditor’s Parcel Number 319-426-04-017-000 located at 50 W. Olentangy Street, Powell, Ohio 43065 (the “Property”); and

Whereas, the City has identified a need for public parking with such need growing due to increased development in the City’s downtown and across the City; and

Whereas, the Property will soon be redeveloped to accommodate a new commercial tenant, which will include the construction of a parking lot, a public sidewalk, and on street parking spaces; and

Whereas, the Parties desire for a parking lot to be constructed on the Property to be used as a public parking lot and to enter into this parking agreement pursuant to the terms and conditions outlined in this Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the foregoing Background Information and as follows:

- I. Term.** This Agreement shall commence on the Effective Date, and shall terminate thirty (30) years from the Effective Date (the “Term”), unless otherwise earlier terminated. The City shall have the right to terminate the Agreement for convenience (an “Early Termination”) by delivering written notice to the Lot Owner not less than six (6) months prior to such date of Early Termination and not before the reimbursement of Lot Owner by City in accordance with ¶2 hereof has occurred. The Parties may agree to extend the Agreement beyond the thirty (30) year term.
- II. Parking Lot Construction, Use, and Reimbursement.** The Lot Owner shall design and construct a parking lot on the Property consisting of at least 16 spaces, which shall include adequate stormwater drainage (the “Parking Lot”), a public sidewalk and on street parking spaces along the eastern property line from the alley which is on the north side of the Property (the “Sidewalk”) to W. Olentangy Street, and a street light in the northeast corner of the Property (the “Street Light”) (together, the Parking Lot, the Sidewalk, and the Street Light are the “Public Improvements”). The Public Improvements shall be properly planned

and engineered by the Lot Owner, with oversight and approval requirements by the City's Engineering and Planning Departments, consistent with the proposed site improvement plan attached as Exhibit A. The Public Improvements shall be constructed by the Lot Owner only after receiving final engineering and planning approval by the City. The Lot Owner shall be responsible for all City fees, but the City shall reimburse the Lot Owner those fees within 30 days after the Public Improvements are completed. The Lot Owner shall complete construction of the Public Improvements consistent with the terms of this Agreement by December 31, 2025.

Upon approval of the Public Improvements, Lot Owner shall dedicate the public sidewalk to the City via easement, shall enter into an easement agreement with the City for the public's use of the Parking Lot as public parking lot 24 hours per day and 7 days per week and shall, if requested, grant an easement for the Street Light. The public sidewalk easement shall be generally in the same form as the public sidewalk easement attached as Exhibit B. The parking lot easement shall be generally in the same form as the attached Exhibit C.

Once the Public Improvements are constructed and approved, and only after the sidewalk easement and the public parking easement are finalized, the City shall reimburse the Lot Owner for the actual costs of the Public Improvements, which costs shall not exceed \$150,000.00, consistent with the estimated budget attached as Exhibit D. Lot Owner shall provide proof of actual costs through proper invoices and receipts showing payment. The City shall reimburse the Lot Owner within 30 days after Lot Owner's completion of construction of the Public Improvements, delivery to the City of the public sidewalk easement, the parking lot easement, and any street light easement that may be requested by the City or the electric utility company, as the case may be, each in recordable form and shall provide the City with paid receipts or other proof that the costs of the Public Improvements have been paid by the Lot Owner.

Lot Owner must ensure that the contractors constructing the Public Improvements comply with prevailing wage law and other applicable rules, regulations, and laws.

Lot Owner must notify any tenant of the Property about this Agreement and provide them with a copy of the Agreement upon request.

- III. ***Snow Removal.*** The Lot Owner shall be responsible for snow removal for the Parking Lot and the Sidewalk.
- IV. ***Street Light Electrical Service and Maintenance.*** The City or the electric utility company shall be responsible for electric service to, and maintenance of, the Street Light.
- V. ***Sidewalk and Parking Lot Maintenance.*** The sidewalk easement and the parking lot easement will provide that (i) the Lot Owner shall maintain the Sidewalk and the Parking

Lot to public standards; (ii) the City shall reimburse the Lot Owner for snow removal and the routine maintenance of the Sidewalk and the Parking Lot up to an amount of \$2,400 for the first year that the Sidewalk and the Parking Lot are open for use by the public, with said amount of \$2,400 for the first year's routine maintenance adjusted annually by four percent (4%). The initial \$2,400 for the first year and the adjusted annual amount for each year thereafter shall each be a "Maximum Annual Reimbursement Amount." Lot Owner shall provide proof of actual costs through proper invoices and receipts showing payment. The City shall reimburse the Lot Owner within thirty (30) days after receipt of proof of payment with all reimbursements for the prior year being completed by January 31 of the following year. If the reimbursements are less than the Maximum Annual Reimbursement Amount, the remaining amount will not be carried over to the following year. Stated otherwise, annual reimbursement shall never exceed the Maximum Annual Reimbursement Amount.

The parking lot easement shall also provide, in recognition that the paving of a parking lot has a finite useful life, currently between 15 years and 30 years, that upon prior written notice by the Lot Owner to the City and the City's confirmation that the Parking Lot is in need of seal coating and restriping, repair, resurfacing, or repaving, the Lot Owner shall seal coat and restripe, repave, or resurface the Parking Lot consistent with plans and specifications and estimated cost approved in writing by the City (the "Work"). The Lot Owner shall provide notice to the City of any proposed seal coating and restriping, repaving, or resurfacing work by June 15 of the calendar year prior to the year the Work will be completed. The City shall reimburse the Lot Owner within thirty (30) days after completion of the Work and the City's receipts or other proof that the costs of the Work have been paid by the Lot Owner. The Lot Owner must ensure the contractors doing the Work comply with prevailing wage law and other applicable rules, regulations, and laws.

The parking lot easement and the sidewalk easement shall each provide for their termination upon expiration of this Agreement's Term, as it may be extended, or its Early Termination.

VI. *Insurance; Life of this Agreement.*

- A. The City. During the Term of this Agreement, the City shall, at its sole cost and expense, keep in full force and effect, a commercial general liability policy, insuring the City, and Lot Owner and its contractors and agents as additional insureds, against any liability or claim for personal liability, wrongful death, or property damage occurring within or upon the Property arising out of negligent actions of the City, its employers, agents, representatives, and contractors, with commercially reasonable policy limits. .
- B. Lot Owner. During the Term of this Agreement, Lot Owner shall, as part of the cost of the Public Improvements, keep in full force and effect a commercial general

liability policy insuring the Lot Owner, and the City as additional insured, against any liability or claim for personal liability, wrongful death, or property damage occurring within or upon the Property arising out of negligent actions of the Lot Owner, her agents, representatives, and contractors, with commercially reasonable policy limits. Further, the Lot Owner, during the construction of the Sidewalk and the Parking Lot, shall require that all contractors and subcontractors maintain commercially reasonable, as to policy coverage and policy limits, usual and customary insurance for the construction work being undertaken by that contractor or subcontractor.

VII. *Insurance: Easements.* The public sidewalk easement and the parking lot easement shall each require that the Lot Owner, at her sole cost and expense, shall keep in full force and effect a commercial general liability policy, insuring Lot Owner, with the City as an additional insured, from any liability or claim for personal liability, wrongful death, or property damage occurring within or upon the Sidewalk and the Parking Lot arising out of negligent or intentional actions of the Lot Owner or the tenants or occupants of the Property, with commercially reasonable policy limits.

VIII. *Miscellaneous.*

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any claim relating to said Agreement shall be an applicable court in Delaware County, Ohio.
- B. Relationship of the Parties. Nothing in this Agreement shall be construed by Lot Owner or any third party as creating a relationship between the City and Lot Owner as a partnership, association, joint venture, or anything other than City and Lot Owner as outlined in this Agreement. This Agreement does not confer any benefits on any third party.
- C. Entire Agreement. This Agreement contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either the City or Lot Owner.
- D. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is either invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to create and amend this Agreement with a replacement term that is as close as legally and reasonably practicable to the Term.
- E. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

- F. Amendments and Modifications. No amendments or modifications of this Agreement shall be valid or binding upon either Party unless it is made in writing, cites to this Agreement, and is signed by City and Lot Owner.
- G. Binding Agreement. Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon the Parties and shall inure to the benefit of the City and Lot Owner and their respective heirs, executors, administrators, successors, and assigns.
- H. Multiple Originals. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
- I. Facsimile or Electronic Signatures. A facsimile or electronic version of this Agreement containing signatures of the parties hereto shall constitute an original document for all purposes.

The Parties have executed this Agreement on the date(s) indicated immediately below their respective signatures hereto.

[City's and Lot Owner's signatures on the following pages]

CITY:

THE CITY OF POWELL, OHIO

Andrew D. White, City Manager

Date: _____

Approved as to Form:

Yazan S. Ashrawi, Law Director

[Lot Owner's signature on the following page]

LOT OWNER:

Laurie Sue Groff Knight

By: _____

Its: _____

Date: _____

Certificate of Availability of Funds

I certify that the money required to meet the obligations of the City of Powell hereunder has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Finance Director

0128851.0742695 4906-8692-0540v3

EXHIBIT A

PRIVATE SITE IMPROVEMENT PLAN FOR
POWELL PARKING LOT
50 W. OLENTANGY STREET
POWELL, OHIO

- PROPERTY INFORMATION:
- 1 OWNER: KNIGHT LAURENCE QUIP GROUP
8.04 AC (204,961.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 2 OWNER: KNIGHT LAURENCE QUIP GROUP
5.17 AC (224,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 3 OWNER: KNIGHT LAURENCE QUIP GROUP
5.17 AC (224,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 4 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 5 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 6 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 7 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 8 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 9 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 10 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT
 - 11 OWNER: DEANWANE LAND & CATTLE COMPANY LLC
8.17 AC (354,460.00 SQ. FT.)
ZONING: DR - DOWNTOWN BUSINESS DISTRICT

BENCHMARKS

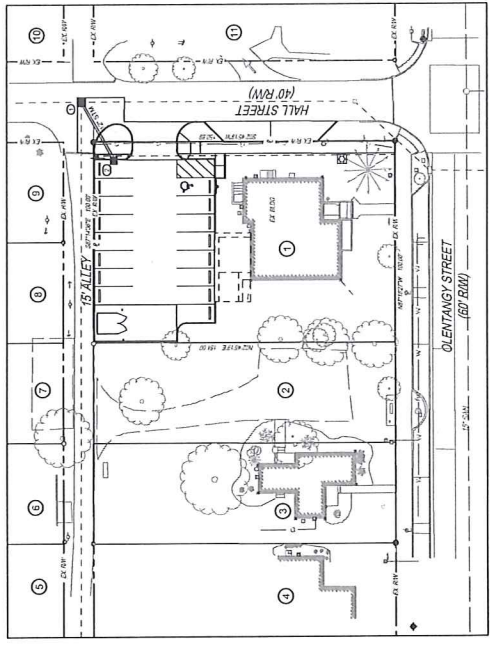
VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAVD83) BASED ON SOURCE BENCHMARK: CONG STATION "C01".

BENCHMARK	DESCRIPTION	NORTHING	EASTING	ELEVATION
BK#1	XCUT ON ARROW RD. 1/2 OF THE PROPERTY AT N. LIBERTY ST.	17927.23	180426.58	915.41
BK#2	XCUT ON CHURCH ST. 1/2 OF THE PROPERTY AT N. LIBERTY ST.	17926.79	180114.00	915.08

STANDARD DRAWINGS

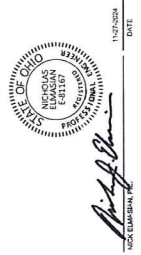
THIS IS A STANDARD DRAWING AT THE TIME OF PLAN APPROVAL AND SHALL BE CONSIDERED PART OF THESE DRAWINGS.

DATE	11-27-2024
BY	AS SHOWN
CHECKED	AS SHOWN



SHEET INDEX

SHEET NAME	SHEET NO.
TITLE SHEET	C100
GENERAL NOTES AND DETAILS	C101
EXISTING CONDITIONS PLAN	C102
PROPOSED IMPROVEMENTS PLAN	C103
EROSION CONTROL NOTES	C104
EROSION CONTROL DETAILS	C105
EROSION CONTROL NOTES	C106
EROSION CONTROL DETAILS	C107



PROJECT NO. 240001-000

DATE 11-27-2024

SCALE AS SHOWN

SHEET NAME

TITLE SHEET

SHEET NO. C100

POWELL PARKING LOT

50 W OLENTANGY STREET

POWELL, OH 43065

ENGINEER

OWNER/DEVELOPER

THE KLEINGERS GROUP

300 W OLENTANGY STREET

POWELL, OH 43065

CONTACT: MARK E. ELAMSON, P.E.

PHONE: 614.299.0001

EMAIL: mark@kleingers.com

THE PROJECT INCLUDES A NEW PARKING LOT, SIDEWALK AND STORM SEWER.

ENGINEER

OWNER/DEVELOPER

THE KLEINGERS GROUP

300 W OLENTANGY STREET

POWELL, OH 43065

CONTACT: MARK E. ELAMSON, P.E.

PHONE: 614.299.0001

EMAIL: mark@kleingers.com

STATIONING BELOW SHOWN ONLY CORRESPOND WITH THE GENERAL PURPOSE AND GENERAL INFORMATION OF THE PLAN. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE STATIONING.

CITY OF POWELL APPROVAL

MAYOR, CITY OF POWELL

DATE

CITY ENGINEER, CITY OF POWELL

DATE

ZONING ADMINISTRATOR, CITY OF POWELL

DATE

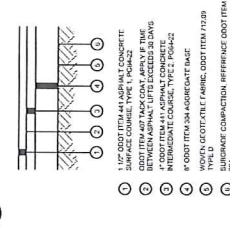
GENERAL NOTES

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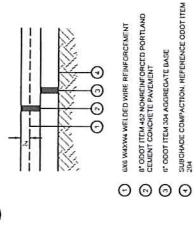
GRADING NOTES

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STANDARD DUTY
ASPHALT PAVEMENT DETAIL

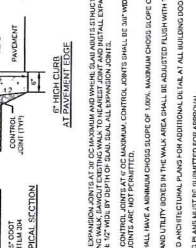
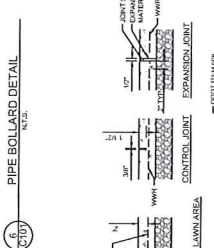
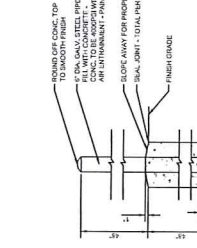


HEAVY DUTY
ASPHALT PAVEMENT DETAIL



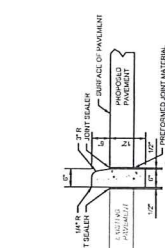
3 CONCRETE PAVEMENT DETAIL

5
C103

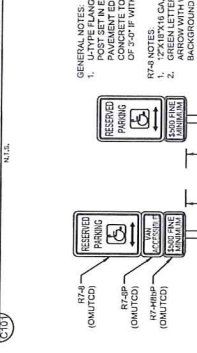


7 EXTERIOR CONCRETE SLAB WALK
C101 N.T.B.

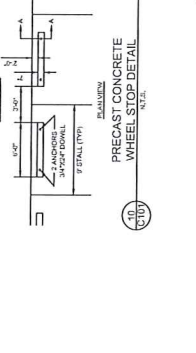
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C109



SECTION C-C



R7-0P NOTES:
1. 12"x6"x16 GA.
2. GREEN LETTER



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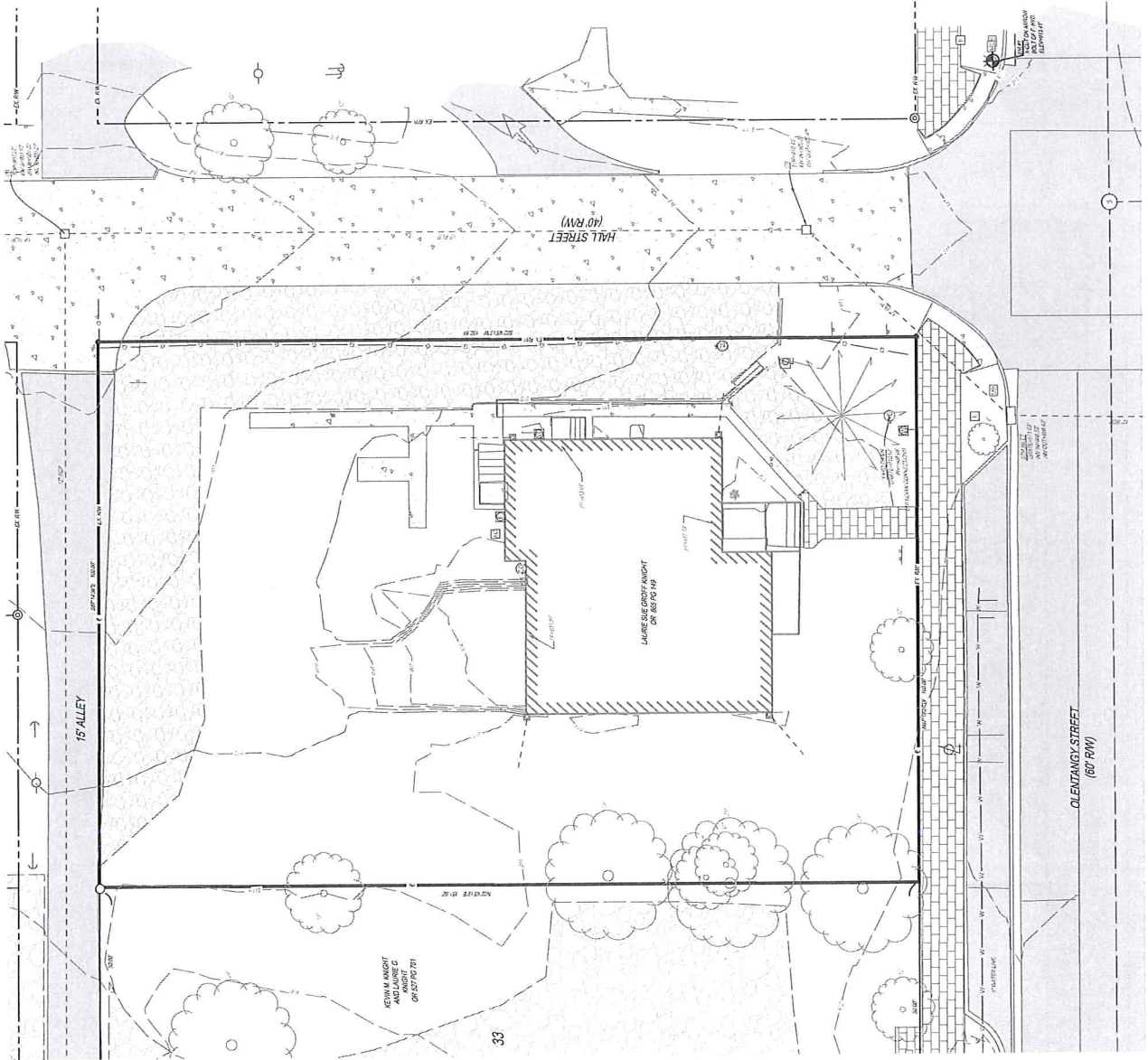
IF SHALL BE
NGS.

L _____

OHI

 <p>THE KLEINGERS GROUP</p> <p>CIVIL ENGINEERING www.kleingers.com 10101 W. 14th St., Suite 200 77054-2406, OH 43082 LANDSCAPE ARCHITECTURE 614.852.4311</p>		<p>PROJECT NO. 240801.000</p> <p>DATE 11-27-2024</p> <p>SCALE</p> <p>NOT TO SCALE</p> <p>PROJECT NAME</p> <p>POWELL PARKING LOT 50 W. WOLFEHARTY STREET POWELL, OH 43086</p>		<p>GENERAL NOTES</p> <p>AND DETAILS</p>		<p>C101</p>
<p>PROJECT NO. 240801.000</p> <p>DATE 11-27-2024</p> <p>SCALE</p> <p>NOT TO SCALE</p> <p>PROJECT NAME</p> <p>POWELL PARKING LOT 50 W. WOLFEHARTY STREET POWELL, OH 43086</p>		<p>GENERAL NOTES</p> <p>AND DETAILS</p>				





LEGEND

●	5/8" CAPTED IRON PIN SET	○	MANHOLE
○	1" IRON PIPE FOUND	○	CLEAN OUT
○	NAIL SET	○	SANITARY SEWER
△	8" IRON PIPE SET	○	STORM BASIN
△	BENCHMARK	○	CATCH BASIN
△	UTILITY POLE	○	YARD DRAIN
○	GUY WIRE	○	DOWN SPOUT
○	UNDERGROUND ELECTRIC	○	SIGN
○	OVERHEAD ELECTRIC	○	FENCE
○	HVAC UNIT	○	HARDWOOD TREE
○	ELECTRIC BOX	○	CONTOUR LINES
○	LIGHT POLE	○	CONCRETE
○	GAS MAIN	○	GRAVEL
○	WATER MAIN	○	ASPHALT
○	FIRE HYDRANT	○	LANDSCAPE AREA
○	WATER VALVE	○	BRICK / PAVER
○	WATER METER	○	

NOTES

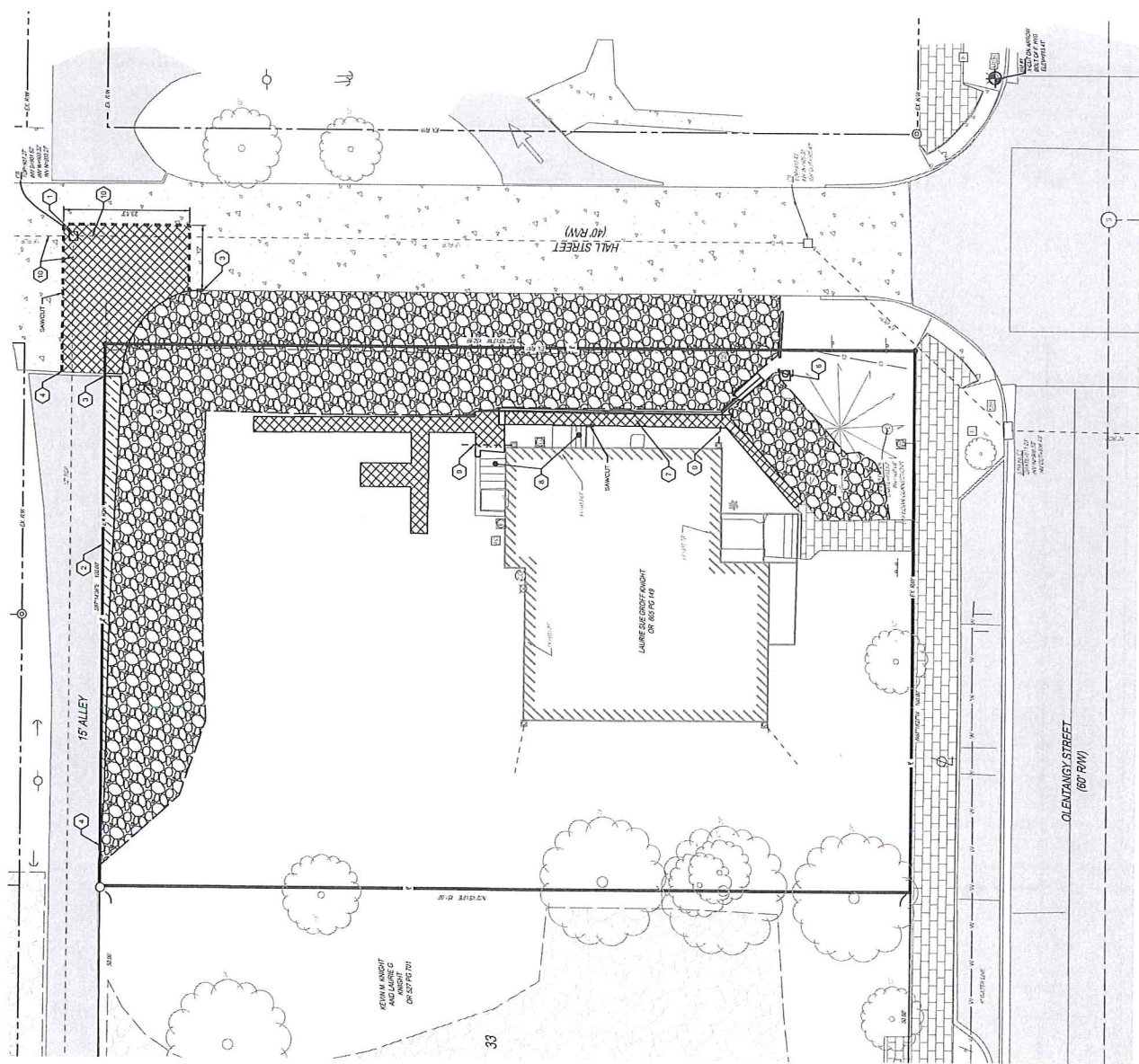
- OCCUPATION IN GENERAL ITS SURVEY.
- MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- BEARINGS ARE BASED ON THE STATE PLANNING COMMISSION SYSTEM, OHIO CORNER STATION "COP". THE PROJECT COORDINATES ARE BASED ON STATE PLANNING COMMISSION CORNER STATION "COP". THE PROJECT COORDINATES ARE BASED ON STATE PLANNING COMMISSION CORNER STATION "COP". THE PROJECT COORDINATES ARE BASED ON STATE PLANNING COMMISSION CORNER STATION "COP".
- VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAV88).
- THIS DRAWING IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY THE KLEINGERS GROUP IN FEBRUARY, 2019.

THE KLEINGERS GROUP
 CIVIL ENGINEERING
 SURVEYING
 LANDSCAPE ARCHITECTURE
 3000 W. OLENTANGY STREET
 COLUMBUS, OH 43260
 (614) 461-1111
www.kleingers.com

PROJECT NO. 240801-2009
 DATE 11-27-2024
 SCALE 1" = 20'

POWELL PARKING LOT
 50 W OLENTANGY STREET
 POWELL, OH 43065

EXISTING CONDITIONS PLAN
C102



DEMOLITION LEGEND

- SAWCUT LINE
- [Pattern] REMOVE ASPHALT PAVEMENT
- [Pattern] REMOVE CONCRETE PAVEMENT
- [Pattern] REMOVE GRAVEL

CODED NOTES

- 1 REMOVE & REPLACE EXISTING CATCH BASIN
- 2 SAWCUT EXISTING PAVEMENT ALONG MOBILITY LANE
- 3 BEGIN SAWCUT
- 4 END SAWCUT
- 5 REMOVE AND RELOCATE EXISTING STOP SIGN
- 6 REMOVE AND RELOCATE EXISTING LIGHT POLE
- 7 REMOVE EXISTING WALK AND RETAINING WALL
- 8 PROTECT EXISTING CONCRETE STAIRS TO REMAIN
- 9 PROTECT EXISTING CONCRETE STAIRS TO REMAIN AND CONNECTED TO EXISTING STORM DRAINAGE SYSTEM
- 10 PROTECT EXISTING STORM TO REMAIN

THE KLEINGERS GROUP
ONE KLEINGERS BLVD
SUITE 100
POWELL, OH 43065
PH: 614.233.1111
WWW.KLEINGERSGROUP.COM

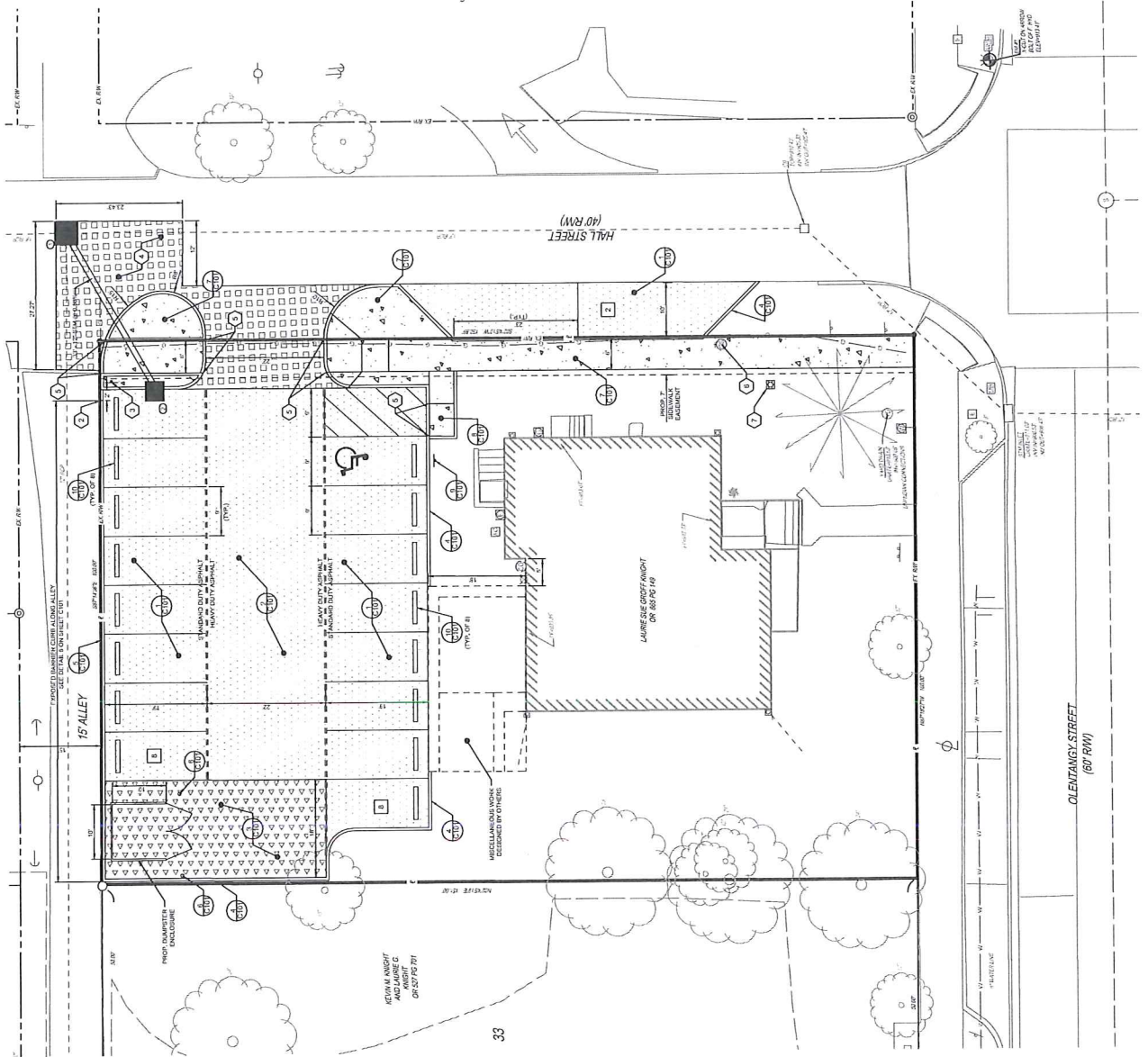
PROJECT NO. 2400000000
DATE 11-22-2024
SCALE 0 5 10 25
SHEET NAME
SHEET NO.

POWELL PARKING LOT
55 W OLENTANG STREET
POWELL, OH 43065

DEMOLITION PLAN

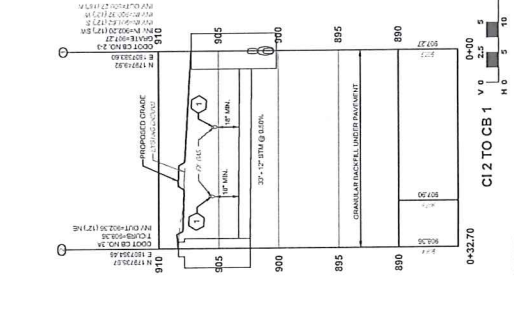
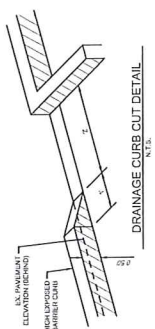
C103





- CODED NOTES**
- 1. APPROXIMATE LOCATION, ELEVATION OF EXISTING GROUND SURFACE, AND ELEVATION OF EXISTING UTILITY LOCATIONS.
 - 2. CHASE CUT, SEE DETAIL ON THIS SHEET.
 - 3. RELOCATED STOP SIGN.
 - 4. CONTRACTOR SHALL MATCH EXISTING CONCRETE PAVEMENT.
 - 5. 1/2" HIGH CURB.
 - 6. EXISTING GAS VALVE TO BE ADJUSTED TO SPACE.
 - 7. RELOCATED LIGHT POLE, SEE ELECTRICAL PLAN FOR DETAILS.
- PROPOSED LEGEND**
- ASPHALT PAVEMENT
 - CONCRETE WALK
 - CONCRETE PAVEMENT
 - CONCRETE PAVEMENT MATCH EXISTING CONCRETE PAVEMENT
 - STORM DRAIN PIPE
 - CATCH BASIN
 - CURB INLET
 - ISLAND
 - SEAL
 - LIGHT POLE

- NOTES:**
- 1. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
 - 2. ALL DIMENSIONS ARE TO FACE OF PAVEMENT OR FACE OF CURB UNLESS OTHERWISE NOTED.
 - 3. ALL SITE SURFACE, STAIRS, CURB AND WALK SHALL BE SET TO THE CORNER MANA OF UNIFORM.
 - 4. UNIFORMITY OF STAIRS, CURB AND WALK SHALL BE SET TO THE CORNER MANA OF UNIFORM.
 - 5. UNIFORMITY OF STAIRS, CURB AND WALK SHALL BE SET TO THE CORNER MANA OF UNIFORM.
 - 6. UNIFORMITY OF STAIRS, CURB AND WALK SHALL BE SET TO THE CORNER MANA OF UNIFORM.
 - 7. UNIFORMITY OF STAIRS, CURB AND WALK SHALL BE SET TO THE CORNER MANA OF UNIFORM.



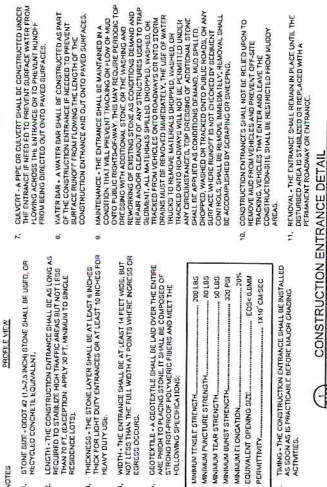
- NOTES:**
- 1. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES. IF EXISTING UTILITIES ARE IN CONTACT WITH PROPOSED UTILITY, THE EXISTING UTILITY SHALL BE NOTIFIED IMMEDIATELY.
 - 2. UTILITY CHANGES SHALL BE SHOWN ON ALL SHEETS AT ALL.
- PROFILE VERTICAL DATUM = NAVD 83**



PROJECT NO.	240887-000
DATE	11-27-2024
SCALE	1" = 10'
SHEET / TOTAL	11 / 20
SITE PLAN AND STORM PROFILE	
C104	

POWELL PARKING LOT
30 N. VICTORY STREET
POWELL, OH 43065





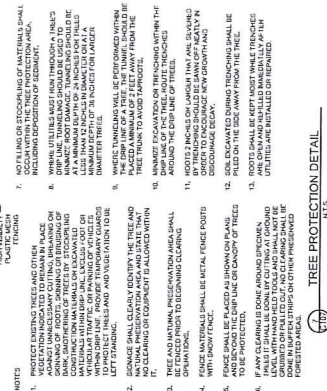
MINIMUM TRACER DEPTH.....	200 LAG
MINIMUM PUNCTURE STRENGTH.....	60 LBS
MINIMUM TEAR STRENGTH.....	50 LBS
MINIMUM BURN STRENGTH.....	320 PSI
MINIMUM ELONGATION.....	30%
EQUIVALENT OPENING SIZE.....	EQ \leq 6.0MM
PERMEABILITY.....	1X10 ⁻¹⁰ CM/SEC

* TURN - THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SOON AS IS PRACTICABLE BEFORE MAJOR GRADING ACTIVITIES.

CONSTRUCTION E

[illegible][illegible]

USED ON PROP, STRUCTURE 1
AND AN EXISTING STRUCTURE



SECTION DETAIL

[illegible]

3 **DANDY CURB DETAIL**
N.T.S.
BASED ON CURB STRUCTURE - 2

DANDY CURB DETAIL

N.T.S.

USED ON PROP. STRUCTURE 2.

CONCRETE WASHOUT DETAIL:

N.Y.B.

10

1

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT (this “Easement”) is entered into as of _____, 2025 (“Effective Date”), by and between Laurie Sue Groff Knight, (“Grantor”), and the City of Powell, Ohio, an Ohio municipal corporation (“Grantee” and together with Grantor, collectively, the “Parties”).

Recitals

WHEREAS, Grantor is the owner of certain real property identified as Delaware County Auditor’s parcel number **319-426-04-017-000** (the “Grantor Property”); and

WHEREAS, Grantor desires to grant an easement to Grantee for a public sidewalk to be located on the Grantor Property pursuant to the terms and conditions set forth herein.

WHEREAS, Grantor and Grantee have entered into a Parking Agreement, a copy of which is attached hereto without exhibits as Exhibit B and is incorporated herein as Exhibit B including its exhibits as if fully rewritten herein, which provides, among other things, for Grantor to:

1. Construct on the Grantor Property a public parking lot (“Parking Lot”), a public sidewalk (“Sidewalk”), and a street light (“Street Light”) which are together the “Public Improvements.”
2. Receive reimbursement from Grantee for construction of the Public Improvements upon the terms and conditions provided therein.
3. Maintain the Public Improvements and receive reimbursement from Grantee.
4. Provide specified insurance coverage in this Easement and the Public Parking Easement to provide specified insurance coverage.

Agreement

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereto covenants and agrees as follows:

1. Recitals. The recitals herein contained are true and correct and made a part hereof.
2. Definitions. Any capitalized terms not defined in this Easement shall have the definition assigned to it in the Parking Agreement.
3. Conflicts Between the Parking Agreement and this Easement. All provisions of the Parking Agreement, a copy of which is affixed hereto as Exhibit B, are incorporated into this Easement as if fully written in the body of this Easement, and in the event of a conflict between a provision of the Parking Agreement and the body of this Easement, the Parking Agreement shall prevail.
4. Grant of Sidewalk Easement. Grantor grants to Grantee, its agents, employees, independent contractors, invitees, and successors and assigns, a permanent and perpetual easement over, under, across and through the Grantor Property in the location described on the attached **Exhibit A-1** and as depicted on the attached **Exhibit A-2** (the “**Easement Area**”), for the purpose of constructing, maintaining, repairing, and replacing a public sidewalk and for use of the sidewalk for shared-use pedestrian access and right-of-way made available for the use and enjoyment by the general public, and the right to do all things within the Easement Area that are reasonably necessary, proper, or incidental to said purposes (collectively, the “**Easement**”).
5. Maintenance and Reimbursement. Grantor is responsible and required to maintain the sidewalk as provided in III and V of the Parking Agreement. Grantee shall reimburse Grantor for said maintenance and snow removal as provided in the Parking Agreement. Should Grantor fail to maintain the Easement Area as provided in the Parking Agreement, Grantee has the option, in its sole discretion, to enter the Easement Area to complete such maintenance should Grantor fail to do so within thirty (30) days after written notice to Grantor, except in the case of an emergency and where Grantor, after being notified by Grantee, fails or refuses to act within, under all the attendant circumstances, a reasonable period of time. Should Grantee maintain the Easement Area under this section, the cost of such maintenance, including any administrative costs, will be charged back to Grantor or deducted from any maintenance reimbursement provided by Grantee.
6. Other Servitudes. Should Grantor grant any future servitudes related to the Easement Area described herein, those later agreements must include provisions that require any holders to exercise their rights in ways not inconsistent with the provisions of the Parking Agreement and this Easement. In the event of some irreconcilable conflicts in use between

Grantee and any future holders, priority in use rights is determined by date order of the agreements. If Grantor or any holders of separate servitudes use the Easement Area, they shall contribute to the repair of such premises and improvements as determined by Grantee in its reasonable discretion and not inconsistent with the Parking Agreement.

7. Representations of Grantor. Grantor represents that Grantor is the fee owner of the Grantor Property, Grantor is in possession of the Grantor Property, and that Grantor is entitled to convey and grant this Easement to Grantee. Furthermore, as of the Effective Date, Grantor knows of no person or entity claiming, or making a claim, under any unrecorded deed or instrument of any nature claiming any interest in said Grantor Property.

8. Insurance. Grantor and Grantee shall each maintain insurance as provided in VI and VII of the Parking Agreement.

9. Termination of this Easement. This Easement shall terminate upon expiration of the Parking Agreement's Term, as it may be extended, or its Early Termination and shall be the subject of a Termination of Easement instrument, acceptable to both Grantor and Grantee, which shall be recorded in the Delaware County Recorder's Office, with the cost of such recording divided equally between Grantor and Grantee.

10. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the Parties, it being understood and agreed that no provision contained herein or any act of the Parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

11. Waiver. Except to the extent that a Party may have otherwise agreed in writing, no waiver by such Party of any breach of the other Party of any of its obligations, agreements, or covenants in this Easement or the Parking Agreement shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a Party to seek a remedy for any breach by the other Party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

12. Severability. In the event any provision of this Easement or the Parking Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

14. Governing Law; Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio, except for its principles of conflict of law. Any litigation or other legal action pertaining to this Easement shall be commenced and maintained only in the Courts of Delaware County, Ohio.

15. Recording. Grantee, at its cost, shall cause this Easement to be recorded in the Delaware County Recorder's Office.

16. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the Parties hereto with reference made to this Easement, which shall be recorded in the Delaware County Recorder's Office, with the cost of such recording divided equally between Grantor and Grantee.

17. Benefit. The Easement set forth herein shall run with the land and inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, representatives, successors and assigns.

18. Authority. The Parties represent and warrant that they are authorized and permitted to enter into this Easement and to perform each of their respective covenants and obligations hereunder. All Parties signing this Easement have taken all duly authorized action necessary to authorize the execution of this Easement and to execute any and all documents related hereto, and each of the Parties may rely upon this section of the Easement without the necessity of having further documentation to evidence such authority.

19. Counterparts. This Easement may be executed in separate counterparts, each of which shall constitute an original although not fully executed, but all of which, when taken together, shall constitute but one agreement.

[Signature pages to follow]

THIS SIDEWALK EASEMENT has been executed by GRANTOR and GRANTEE as of the dates set forth herein, to be effective on the date this Easement is presented for recording in the Delaware County Recorder's Office.

GRANTOR:

Laurie Sue Groff Knight

STATE OF OHIO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 2025 by Laurie Sue Groff Knight.

(SEAL)

Notary Public

GRANTEE:

City of Powell, Ohio, an Ohio municipal corporation

By: _____
Name: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 2025 by _____, the _____ of the City of Powell, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

(SEAL)

Notary Public

This instrument was prepared by:

Yazan S. Ashrawi, Esq.
FROST BROWN TODD LLP
10 West Broad Street
Columbus, Ohio 43215

EXHIBIT A-1

DESCRIPTION OF EASEMENT AREA

[See attached]

EXHIBIT A-2
DEPICTION OF EASEMENT AREA
[See attached]

EXHIBIT B
COPY OF PARKING AGREEMENT WITHOUT EXHIBITS
[See attached]

EXHIBIT C

PUBLIC PARKING EASEMENT

THIS PUBLIC PARKING EASEMENT (this “Easement”) is entered into as of _____, 2025 (“Effective Date”), by and between **Laurie Sue Groff Knight**, (“Grantor”), and the **City of Powell, Ohio**, an Ohio municipal corporation (“Grantee,” and together with Grantor, collectively, the “Parties”).

Recitals

WHEREAS, Grantor is the owner of certain real property identified as Delaware County Auditor’s parcel number **319-426-04-017-000** (the “Grantor Property”); and

WHEREAS, Grantor desires to grant an easement to Grantee for ingress, egress, and parking over and across the Grantor Property pursuant to the terms and conditions set forth herein.

WHEREAS, Grantor and Grantee have entered into a Parking Agreement, a copy of which is attached hereto without exhibits as Exhibit B and is incorporated herein as Exhibit B including its exhibits as if fully rewritten herein, which provides, among other things, for Grantor to:

1. Construct on the Grantor Property a public parking lot (“Parking Lot”), a public sidewalk (“Sidewalk”), and a street light (“Street Light”) which are together the “Public Improvements.”
2. Receive reimbursement from Grantee for construction of the Public Improvements upon the terms and conditions provided therein.
3. Maintain the Public Improvements and receive reimbursement from Grantee.
4. Provide specified insurance coverage in this Easement and the Sidewalk Easement.

Agreement

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereto covenants and agrees as follows:

1. Recitals. The recitals herein contained are true and correct and made a part hereof.
2. Definitions. Any capitalized terms not defined in this Easement shall have the definition assigned to it in the Parking Agreement.
3. Conflicts Between the Parking Agreement and this Easement. All provisions of the Parking Agreement, a copy of which is affixed hereto as Exhibit B, are incorporated into this Easement as if fully written in the body of this Easement, and in the event of a conflict between a provision of the Parking Agreement and the body of this Easement, the Parking Agreement shall prevail.
4. Grant of Access and Public Parking Easement. Grantor grants to Grantee, its agents, employees, independent contractors, invitees, and successors and assigns, a permanent and perpetual easement over, under, across and through the Grantor Property in the location described on the attached **Exhibit A-1** and as depicted on the attached **Exhibit A-2** (the “**Easement Area**”), for the purpose of public vehicular parking made available for the use and enjoyment by the general public, and the right to do all things within the Easement Area that are reasonably necessary, proper, or incidental to said purposes (collectively, the “**Easement**”).
5. Maintenance and Reimbursement. Grantor is responsible and required to maintain the Parking Lot as provided in III and V of the Parking Agreement. Grantee shall reimburse Grantor for said maintenance and snow removal as provided in the Parking Agreement. Should Grantor fail to maintain the Easement Area to public standard, Grantee has the option, in its sole discretion, to enter the Easement Area to complete such maintenance should Grantor fail to do so within thirty (30) days after written notice to Grantor, except in the case of an emergency and where Grantor, after being notified by Grantee, fails or refuses to act within, under all the attendant circumstances, a reasonable period of time. Should Grantee maintain the Easement Area under this section, the cost of such maintenance, including any administrative costs, will be charged back to Grantor or deducted from any maintenance reimbursement provided by Grantee.
6. Other Servitudes. Should Grantor grant any future servitudes related to the Easement Area described herein, those later agreements must include provisions that require any holders to exercise their rights in ways not inconsistent with the provisions of the Parking Agreement and this Easement. In the event of some irreconcilable conflicts in use between Grantee and any future holders, priority in use rights is determined by date order of the agreements. If Grantor or any holders of separate servitudes use the Easement Area, they shall

contribute to the repair of such premises and improvements as determined by Grantee in its reasonable discretion and not inconsistent with the Parking Agreement.

7. Representations of Grantor. Grantor represents that Grantor is the fee owner of the Grantor Property, Grantor is in possession of the Grantor Property, and that Grantor is entitled to convey and grant this Easement to Grantee. Furthermore, as of the Effective Date, Grantor knows of no person or entity claiming, or making a claim, under any unrecorded deed or instrument of any nature claiming any interest in said Grantor Property.

8. Insurance. Grantor and Grantee shall each maintain insurance as provided in VI and VII of the Parking Agreement.

9. Termination of this Easement. This Easement shall terminate upon expiration of the Parking Agreement's Term, as it may be extended, or its Early Termination and shall be the subject of a Termination of Easement instrument, acceptable to both Grantor and Grantee, which shall be recorded in the Delaware County Recorder's Office, with the cost of such recording divided equally between Grantor and Grantee.

10. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the Parties, it being understood and agreed that no provision contained herein or any act of the Parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

11. Waiver. Except to the extent that a Party may have otherwise agreed in writing, no waiver by such Party of any breach of the other Party of any of its obligations, agreements, or covenants in this Easement or the parking Agreement shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a Party to seek a remedy for any breach by the other Party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

12. Severability. In the event any provision of this Easement or the Parking Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

14. Governing Law; Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio, except for its principles of conflict of law. Any

litigation or other legal action pertaining to this Easement shall be commenced and maintained only in the Courts of Delaware County, Ohio.

15. Recording. Grantee, at its cost, shall cause this Easement to be recorded in the Delaware County Recorder's Office.

16. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded, or otherwise modified, in whole or in part, except by a written instrument executed by the Parties hereto with reference made to this Easement, which shall be recorded in the Delaware County Recorder's Office, with the cost of such recording divided equally between Grantor and Grantee.

17. Benefit. The Easement set forth herein shall run with the land and inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, representatives, successors and assigns.

18. Authority. The Parties represent and warrant that they are authorized and permitted to enter into this Easement and to perform each of their respective covenants and obligations hereunder. All Parties signing this Easement have taken all duly authorized action necessary to authorize the execution of this Easement and to execute any and all documents related hereto, and each of the Parties may rely upon this section of the Easement without the necessity of having further documentation to evidence such authority.

19. Counterparts. This Easement may be executed in separate counterparts, each of which shall constitute an original although not fully executed, but all of which, when taken together, shall constitute but one instrument.

[Signature pages to follow]

THIS PUBLIC PARKING EASEMENT has been executed by GRANTOR and GRANTEE as of the date this Easement is presented for recording in the Delaware County Recorder's Office.

GRANTOR:

Laurie Sue Groff Knight

STATE OF OHIO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 2025 by Laurie Sue Groff Knight.

(SEAL)

Notary Public

GRANTEE:

City of Powell, Ohio, an Ohio municipal corporation

By: _____

Name: _____

Title: _____

STATE OF OHIO)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, a notary public, this ____ day of _____, 2025 by _____, the _____ of the City of Powell, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

(SEAL)

Notary Public

This instrument was prepared by:

Yazan S. Ashrawi, Esq.
FROST BROWN TODD LLP
10 West Broad Street
Columbus, Ohio 43215

EXHIBIT A-1
DESCRIPTION OF EASEMENT AREA
[See attached]

EXHIBIT A-2
DEPICTION OF EASEMENT AREA
[See attached]

EXHIBIT B
PARKING AGREEMENT WITHOUT EXHIBITS
[See attached]

0128851.0742695 4913-2607-0877v1

EXHIBIT D



CIVIL ENGINEERING www.kleingers.com
 SURVEYING 350 Worthington Rd
 LANDSCAPE Suite H
 ARCHITECTURE Westerville, OH 43082
 614.882.4311

OPINION OF PROBABLE CONSTRUCTION COST
 POWEL PARKING LOT
 12/10/2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
DEMOLITION / SOIL EROSION CONTROL					
201	CLEARING/GRUBBING	1	LS	\$ 5,000.00	\$ 5,000.00
202	PAVEMENT AND BASE REMOVED	15	SY	\$ 15.00	\$ 225.00
202	GRAVEL REMOVED	472	SY	\$ 5.00	\$ 2,360.00
202	LIGHT POLE REMOVED	1	EA	\$ 1,500.00	\$ 1,500.00
202	CONCRETE REMOVED (ROAD)	506	SF	\$ 7.00	\$ 3,542.00
202	WALK REMOVED	387	SF	\$ 5.00	\$ 1,935.00
202	CATCH BASIN REMOVED	1	EA	\$ 1,500.00	\$ 1,500.00
202	RETAINING WALL REMOVED	1	EA	\$ 600.00	\$ 600.00
207	INLET PROTECTION	3	EA	\$ 120.00	\$ 360.00
207	CONSTRUCTION ENTRANCE	1	EA	\$ 2,500.00	\$ 2,500.00
252	FULL DEPTH PAVEMENT SAWING	154	LF	\$ 5.00	\$ 770.00
SPEC	TREE PROTECTION	2	EA	\$ 250.00	\$ 500.00
DEMOLITION / SESC SUBTOTAL					\$ 20,792.00
SITE WORK					
203	GEOTEXTILE FABRIC	176	SY	\$ 15.00	\$ 2,640.00
204	SUBGRADE COMPACTION	857	SY	\$ 10.00	\$ 8,570.00
304	AGGREGATE BASE	173	CY	\$ 56.00	\$ 9,688.00
423	CRACK SEALING, TYPE I (EDGE JOINTS)	384	LF	\$ 1.00	\$ 384.00
441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22	24	CY	\$ 230.00	\$ 5,520.00
441	INTERMEDIATE COURSE	41	CY	\$ 210.00	\$ 8,610.00
452	8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT	185	SY	\$ 85.00	\$ 15,725.00
608	CONCRETE WALK	1,127	SF	\$ 8.00	\$ 9,016.00
609	STANDARD CURB	259	LF	\$ 10.00	\$ 2,590.00
630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	1	LS	\$ 700.00	\$ 700.00
630	SIGNAGE	1	EA	\$ 350.00	\$ 350.00
642	STRIPING	328	LF	\$ 3.00	\$ 984.00
SPEC	BOLLARD	2	EA	\$ 250.00	\$ 500.00
SPEC	WHEEL STOPS	16	EA	\$ 300.00	\$ 4,800.00
SITE WORK SUBTOTAL					\$ 70,077.00
DRAINAGE					
604	CATCH BASIN	2	EA	\$ 4,500.00	\$ 9,000.00
901	12" PIPE, WITH TYPE I BEDDING	33	LF	\$ 120.00	\$ 3,960.00
DRAINAGE SUBTOTAL					\$ 12,960.00

TOTAL \$ 103,829.00
 25% CONTINGENCY \$ 25,957.25
 TOTAL W/ 25% CONTINGENCY \$ 129,786.25

NOTE:

1. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST IS MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT ENGINEER'S BEST JUDGEMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL ENGINEER GENERALLY FAMILIAR WITH THE CONSTRUCTION INDUSTRY. HOWEVER, SINCE ENGINEER HAS NO CONTROL OVER THE COSTS OF LABOR, MATERIALS, EQUIPMENT, OR OTHER SERVICES FURNISHED BY OTHERS, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES, OR OVER COMPETITIVE BIDDING AND MARKET CONDITIONS, ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY.



