



Prepared: 03/07/2019
Introduced: 03/19/2019
Revised: 03/21/2019
Adopted:
Effective:

ORDINANCE O-09-2019

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 12.47 +/- ACRES OF LAND GENERALLY LOCATED NORTH OF AND ADJACENT TO U.S. 62/JOHNSTOWN ROAD, SOUTH OF AND ADJACENT TO BEVELHYMER ROAD, AND EAST OF AND ADJACENT TO WALTON PARKWAY FOR AN AREA TO BE KNOWN AS THE "WALTON-62 COMMERCE DISTRICT" FROM ITS CURRENT ZONING OF "I-PUD" INFILL PLANNED UNIT DEVELOPMENT AND "R-1" RESIDENTIAL DISTRICT TO "I-PUD" INFILL PLANNED UNIT DEVELOPMENT AS REQUESTED BY THE NEW ALBANY COMPANY LLC C/O AARON UNDERHILL, ESQ.

WHEREAS, the Council of the City of New Albany has determined that it is necessary to rezone certain property located in the city of New Albany to promote orderly growth and development of lands; and

WHEREAS, the Rocky Fork Blacklick Accord, Planning Commission, and City Council on separate occasions have held public hearings and received public input into the amendment of the zoning ordinance; and

WHEREAS, pursuant to the application by The New Albany Company LLC c/o Aaron Underhill, the Rocky Fork Blacklick Accord and Planning Commission of the City of New Albany has reviewed the proposed ordinance amendment and recommended its approval.

NOW, THEREFORE, BE IT ORDAINED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The Council of the City of New Albany hereby amends the Zoning Ordinance Map of the City of New Albany to change the zoning classification of the following described site:

- A. A 12.47 ± acre area of land general located to the north of and adjacent to U.S. 62/Johnstown Road, south of and adjacent to Bevelhymer Road, and east of and adjacent to Walton Parkway for an area to be known as the "Walton-62 Commerce District" from its current zoning of "IPUD" Infill Planned Unit Development and "R-1" Residential District to "I-PUD" Infill Planned Unit Development;
- B. The zoning district's zoning text and site plan is hereby attached and marked Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the passage of this ordinance were adopted in an open meeting of the council and any decision making bodies of the City of New Albany which resulted in such formal action were in meetings open to the public or in compliance with all legal requirements of the City of New Albany, Counties of Franklin and Licking, State of Ohio.

Section 3. Pursuant to Article 6.07(b) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Exhibit A - O-09-2019

WALTON-62 COMMERCE DISTRICT I-PUD March 8, 2019

The Walton-62 Commerce District (the "Zoning District") consists of 12.47+/- acres located to the north of and adjacent to the intersection of U.S. Route 62/Johnstown Road and Walton Parkway, near various existing commercial uses in the area. The intent of this rezoning is to update development standards for portions of the property which are presently zoned I-PUD and to allow for commercial development on other real property which is presently zoned R-1 in accordance with standards which are uniform across the property that is the subject of this text.

Unless otherwise specified in the submitted drawings or in this written text, the development standards of Part Eleven, Title Five of the Codified Ordinances of the City of New Albany shall apply to this Zoning District. In the event of a conflict between the standards contained in this text and those which are contained in the Codified Ordinances, this text shall govern. Where this text is silent on any standard, the standard contained in the Codified Ordinances shall be applied.

I. SUBAREA A:

A. **Summary:** Subarea A is located in the northern portion of the Zoning District and consists of 4.27+/- acres with frontage on Walton Parkway and Bevelhymmer Road. Prior to the filing of this zoning application, the majority of Subarea A (consisting of approximately the western two-thirds of the new subarea) is zoned under the 1998 NACO PUD to allow for the development and operation of the same uses as will apply to the entirety of Subarea A upon approval of this text. The balance of Subarea A is presently zoned R-1. This rezoning is intended to provide for uniform use and development standards within all of the property that will constitute Subarea A.

B. **Permitted Uses:** The following uses shall be permitted in Subarea A:

Except as expressly prohibited below, the permitted uses contained in the Codified Ordinances of the City of New Albany, C-3 Highway Business District, Section 1149.02. Conditional uses contained in Section 1149.03 of the Codified Ordinances shall be allowed in this subarea, provided that the conditional uses comply with and are reviewed in accordance with Chapter 1115 of the Codified Ordinances. The following uses shall be prohibited in Subarea A:

1. Motor vehicle and/or new and used car sales establishments
2. Billboards and other off-premises signs, subject to the regulations of Section 1169.08(e)
3. Armory
4. Adult bookstore, adult motion picture theater, or adults' only entertainment establishment.
5. Carry out food and beverage establishments with drive-thru facilities. To clarify, this prohibited use is intended to include uses such as drive-thru and carry-out beer and wine sales and is not intended to apply to restaurants with drive-thrus.
6. Self-service laundries
7. Commercial recreational facilities such as community and public swimming pools, skating rinks, bowling alleys, physical fitness centers

8. Commercial radio transmitting or television station and appurtenances
9. Funeral Parlor
10. Gasoline service stations, or retail convenience stores selling gasoline as an ancillary activity.

II. SUBAREA B:

A. Summary: Subarea B is located to the north and northeast of the intersection of Walton Parkway and U.S. Route 62/Johnstown Road. It consists of 8.20+/- acres. Prior to the filing of this rezoning application, the majority of this Subarea B (consisting of approximately the western one-half of the new subarea) is zoned under the 1998 NACO PUD to allow for the development and operation of the same uses as will apply to the entirety of Subarea B upon approval of this text. The balance of Subarea B is presently zoned R-1. This rezoning is intended to provide for uniform use and development standards within Subarea B.

B. Permitted Uses: The following uses shall be permitted in Subarea B:

Except as expressly prohibited hereunder, the permitted uses contained in the Codified Ordinances of the City of New Albany, C-3 Highway Business District, Section 1149.02. Conditional uses contained in Section 1149.03 of the Codified Ordinances shall be allowed in this subarea, provided that the conditional uses comply with and are reviewed in accordance with Chapter 1115 of the Codified Ordinances, except that a maximum of one gasoline service station or retail convenience store selling gasoline as an ancillary activity shall be permitted in this subarea. Gasoline service stations shall also follow Codified Ordinances Sections 1165.10(b), (f), (g) and, (h). In addition, vehicle charging stations shall be deemed to be permitted uses in this subarea.

The following uses shall be prohibited in Subarea B:

1. Motor vehicle and/or new and used car sales establishments
2. Billboards and other off-premises signs, subject to the regulations of Section 1169.08(e)
3. Armory
4. Adult bookstore, adult motion picture theater, or adults' only entertainment establishment.
5. Carry out food and beverage establishments with drive-through facilities. To clarify, this prohibited use is intended to include uses such as drive-through and carry-out beer and wine sales and is not intended to apply to restaurants with drive-thrus.
6. Self-service laundries
7. Commercial recreational facilities such as community and public swimming pools, skating rinks, bowling alleys, physical fitness centers
8. Commercial radio transmitting or television station and appurtenances
9. Funeral Parlor
10. Hotels and motels

III. DEVELOPMENT STANDARDS FOR BOTH SUBAREA A AND SUBAREA B:

A. Lot and Setback Commitments

1. Minimum Parcel Size and Frontage: Each parcel within this Zoning District shall be a minimum of 0.75 acres in size and shall have a minimum of 100 feet of frontage on a public street.
2. Limitation on Single Retail Users: No single retail user in this Zoning District shall occupy more than 15,000 square feet of gross floor area of a building.
3. Walton Parkway: There shall be a minimum pavement and building setback of 65 feet as measured from the centerline of Walton Parkway. For purposes of this text, gas station canopies shall be considered to be buildings.
4. Bevelhymer Road: There shall be a minimum pavement and building setback of 65 feet as measured from the centerline of Bevelhymer Road.
5. Johnstown Road (US Route 62): There shall be a minimum 50 foot pavement and building setback from the right-of-way of U.S. Route 62/Johnstown Road.
6. Location of Gasoline Service Station: Gasoline service station pumps and vehicle charging stations shall be located as follows:
 - a. Not less than 75 feet from the portion of the northern boundary of Subarea B which is not shared with the southern boundary of Subarea A where the parcel on which the pumps or charging stations will be located is adjacent to property outside of the Zoning District where residential uses exist or are permitted to be developed. Otherwise, such pumps and charging stations shall be located not less than 50 feet from portions of the northern boundary of Subarea B which do not share a boundary lien with Subarea A;
 - b. Not less than 50 feet from the portion of the eastern boundary of Subarea B where the parcel on which the pumps or charging stations will be located is adjacent to property located outside of the Zoning District where residential uses exist or are permitted to be developed. Otherwise, such pumps and charging stations shall be located not less than 25 feet from such boundary;
 - c. Not less than 50 feet from the rights-of-way of public streets; and
 - d. Not less than 10 feet from any interior parcel lines within the Zoning District.
7. Perimeters: Except as provided in the immediately preceding Section II.A.5 above, there shall be a minimum pavement setback of 10 feet and a minimum building setback of 30 feet from all perimeter boundary lines of this Zoning District which do not abut a public street right-of-way. There shall be a zero minimum pavement setback and a

minimum building setback of 30 feet from the shared boundary line between Subarea A and Subarea B.

8. Interior Boundaries: Setbacks along all internal property boundaries between adjoining parcels within this Zoning District shall be zero for all buildings and pavement unless otherwise specified in this text.

9. Lot Coverage: There shall be a maximum lot coverage of 80% in this Zoning District. Individual parcels may exceed this limitation provided that the overall lot coverage in the Zoning District does not exceed this percentage.

B. Access, Loading, Parking and Other Traffic Commitments

1. Vehicular Parking: Vehicular parking for each use shall be provided per Section 1167 of the Codified Ordinances unless otherwise approved as part of a final development plan. In the event that a particular use does not have a parking requirement defined by such section of the Codified Ordinances, the Planning Commission shall review and approve the amount of parking required for that use as part of a final development plan taking into account customary parking ratios for similar uses and/or data from the proposed user in support of the number of spaces being provided.

2. Bicycle Parking: Bicycle parking shall be provided on each parcel at the rate of one space per 2,500 square feet of gross building floor area located on that parcel, provided that in no circumstance shall any parcel be required to provide more than 10 bicycle parking spaces.

3. Vehicular Access: Vehicular access to the Zoning District shall be provided from (a) one full movement access point on Bevelhymer Road, (b) a right-in, right out access point on Walton Parkway which is located at or near the shared boundary line between Subareas A and B and generally aligning with the existing vehicular access point across Walton Parkway, (c) from a private drive extending to U.S. Route 62/Johnstown Road generally through the middle of Subarea B to a point near the eastern terminus of the median within U.S. Route 62/Johnstown Road and with right-in, right-out turn movements, and (d) a right-in, right-out access point on U.S. Route 62/Johnstown Road which aligns with an existing access point on the south side of the street that serves the existing Turkey Hill gas station and convenience store. Final location of the proposed access points will be approved at such time of final development plan approval. There shall not be more than four proposed access points for the zoning district as shown in the preliminary development plan.

Vehicular circulation within Subareas A and B generally shall be provided in accordance with the circulation plan that accompanies this text, with final locations to be finalized at the time of final development plan approval. In conjunction with the filing of a final development plan with the City a traffic study shall be filed by the applicant unless the City waives this requirement or modifies it to require less than a full study. Internal drives which are in addition to those which are shown on the circulation plan may be

provided as approved as part of a final development plan to provide efficiency of traffic movement within individual parcels.

A declaration of reciprocal easements or a reciprocal easement agreement shall be recorded against the real property within this Zoning District prior to the issuance of the first building permit in the Zoning District in order to provide for perpetual vehicular and pedestrian cross access easements, cross utility easements, and other easements which are necessary or desirable for the efficient development of the Zoning District. Maintenance of private drives and sidewalks internal to this Zoning District shall be the responsibility of the owners of property within this Zoning District. A copy of the relevant recorded instrument as contemplated by this paragraph shall be submitted to the City along with the first application for a building permit in this Zoning District.

4. Pedestrian Access: A leisure trail shall be located along Walton Parkway, Bevelhymer Road, and U.S. Route 62/Johnstown Road. A 5-foot wide concrete private sidewalk shall be provided on the east side of the private drive to be constructed generally along or parallel to the private drive that runs along or near the shared boundary between Subareas A and B, and along both sides of the private drive extending from U.S. Route 62/Johnstown Road that is generally through the middle of Subarea B to the access road mentioned above. Sidewalks shall be installed at such time as private site development occurs. Also at the time of final development plan, an easement shall be provided for a future leisure trail along U.S.62/Johnstown Road, subject to the final sentence of subsection B.5 below. Individual parcels within Subareas A and B shall establish at least one pedestrian connection to the sidewalk in some form, to be reviewed at the time of final development plan. If such connection crosses a parking area it should be striped. Each building shall have a concrete sidewalk between its front façade and adjacent parking areas.

5. Rights-of-Way: No additional rights-of-way shall be required to be dedicated along Walton Parkway and Bevelhymer Road. Prior to or in conjunction with the issuance of the first building permit issued for a permanent structure within Subarea B, up to 5 feet of additional right-of-way shall be dedicated to the City as measured from the existing right-of-way for U.S. Route 62/Johnstown Road to accommodate a future right turn lane for turning onto Walton Parkway, with the final amount and boundary of such additional right-of-way to be determined as part of the review and approval of the first final development plan for Subarea B. To the extent necessary to provide for the installation and maintenance of streetscape improvements, public utility lines, and leisure paths, and in addition to and at the same time as the required right-of-way dedication along U.S. Route 62/Johnstown Road, an easement shall be granted in favor of the City which is adjacent to the right-of-way. The aforementioned right-of-way dedication, easement, and related anticipated improvements are subject to easement rights which exist within Subarea B on the date of this text. Private site improvements, such as but not limited to, landscaping, leisure path, and signage shall take into consideration future right-of-way dedication, and existing or future easement locations in order to avoid conflicts associated with such easements and the future right turn lane for turning onto Walton Parkway as contemplated above.

6. Loading and Service Areas: Loading and service areas shall be fully screened from off-site view by the use of walls, fences, and/or landscaping.

C. Architectural Standards:

1. Application of DGRs: Except as otherwise set forth in this text, the City's Design Guidelines and Requirements shall apply to this Zoning District, provided, however, that deviations from them shall be permitted if approved as part of a separate variance application reviewed by Planning Commission in conjunction with a final development plan application.

2. Style: Buildings shall be designed to be seen from 360 degrees with the same caliber of finish on all facades/elevations. Building additions, whether attached or detached, shall be of similar design, materials, and construction.

3. Height: The maximum building height (as measured per the Codified Ordinances) shall not exceed 35 feet, except that hotels shall not exceed 54 feet to the top of the parapet of the building. Screening for mechanical equipment on the roof of a hotel building may exceed this height limitation up to 5 feet, subject to applicable screening requirements. Otherwise, architectural elements such as monitors, chimneys, and cupolas may exceed the height limitations of this text as permitted by the Codified Ordinances.

4. Features: The following architectural features shall be required and shall be scaled according to the size of the individual tenant. These features may be scaled to a group of smaller side-by-side tenants when architecturally appropriate:

a. Roofs may be sloped or flat, provided that flat roofs utilize a heavy cornice;

b. Roof elements that emphasize and reduce the building scale at the building storefront such as, but not limited to, dormers, cupolas, roof spires, and hip and gable roofs;

c. Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer sound generated by such equipment; and

d. Complete screening of all ground-mounted mechanical and other equipment at ground level by walls, fencing, or landscaping that is consistent and harmonious with the materials on and character of the nearest primary building shall be required.

5. **Exterior Elevations:** All exterior elevations of each building shall be required to have the following characteristics:

a. **Consistency of Finish:** The same palette of exterior finishes and color shall be used on all sides of a building. Unfinished rear facades of buildings shall be prohibited.

b. **Exterior Wall Finish:** Brick, brick veneer, metal, cementitious products such as Hardiplank or its equivalent, wood, EIFS and composite material may be used as exterior wall finish materials where appropriate. Exterior wall finish materials must be used to complete massing elements. The application of brick or brick veneer to a single building façade is prohibited. Tinted glass shall be permitted, reflective or mirrored glass shall be prohibited.

c. **Roofs:** General roof massing shall incorporate pitched or flat roofs. If a flat roof is used, strong cornice lines must be integrated. Acceptable roof materials include dimensional asphalt shingles, natural and synthetic slate, cedar shake, and standing seam metal.

d. **Parapets:** Parapets shall use a classical cornice with molded shapes made of any of the following durable materials: stone, cast stone, architectural pre-cast concrete, gypsum fiber reinforced concrete, expanded insulation finish system (EIFS), or similar materials.

e. **Fascias:** Roof fascias shall be proportioned to the scale of the roof element and shall employ classical molding details such as crown molding. The same material shall be used for fascias and cornices.

f. **Gutters and Downspouts:** Sloped roofs shall be required to employ gutters and downspouts for drainage. All gutters shall be of a metal type and shall be painted to match fascias.

g. **Exterior Doors:** All exterior doors other than doors whose primary purpose is for the entry or exit of customers shall be made of a heavy gauge metal.

h. **Prefabricated Buildings:** Prefabricated metal buildings, untreated masonry block structures, and buildings featuring an exterior finish entirely of glass are also prohibited.

6. **Operable Doors:** For hotels only, where the City's Design Guidelines and Requirements require an operable and active front door to be provided along all public and private roads, a door shall be considered to be operable and active if it provides for key card or similar access by visitors and/or employees. These key card or similar access entrances shall be made sufficiently prominent so that they can be easily identified from a distance, in order to maintain a presence on the street, through porches, awnings, or

similar. Provided that there is at least one operable and active door oriented toward one public right-of-way.

D. Buffering, Landscaping, Open Space and Screening Commitments

1. Landscape Standards Along Public Rights-of-Way:

a. Street Trees: Deciduous street trees are required within the rights-of-way along Walton Parkway, Bevelhymer Road, and U.S. Route 62/Johnstown Road. Trees are to be a minimum of three inch caliper and shall be spaced at a minimum distance of thirty feet on center. If any additional street trees are not currently installed within the zoning district, they are required to be shall be installed using the same species of existing trees along that frontage and with similar spacing as the existing trees. Along the unnamed road connection to the Canini Trust Corp, a double row of street trees shall be provided to maintain the aesthetic which has been installed within the Canini Trust Corp. Any trees requiring removal or which are damaged or destroyed during development of this Zoning District shall be replaced in the same locations. Street trees shall not obstruct site distance or signage, subject to staff approval.

b. Fencing: A four-board white horse fence shall be installed along Walton Parkway, and Bevelhymer Road, and U.S. Route 62/Johnstown Road except where vehicular or pedestrian access points for the Zoning District are provided. The white horse fence shall be extended along the entire boundary of this Zoning District on U.S. Route 62/Johnstown Road.

c. Screening of Parking: Any surface parking areas adjacent to Walton Parkway and/or Bevelhymer Road shall be screened from the respective rights-of-way with a minimum of a 30-inch tall continuous planting hedge, fence, wall or earth mound or any combination of the foregoing. The 30-inch height shall be measured from the adjacent parking area. Within the required minimum pavement setback area there shall be a minimum of 6 trees per 100 lineal feet. Trees may be deciduous, ornamental, evergreens, or any combination thereof. This planting requirement shall not apply in areas where pedestrian or vehicular ingress and/or egress are provided, or where existing trees are found.

d. Perimeter Landscape Requirements: Throughout the setback areas along Johnstown Road (U.S. Route 62) and Walton Parkway there shall be a minimum of eight trees per 100 lineal feet. Throughout the setback area along Bevelhymer Road there shall be a minimum of five trees per 100 lineal feet. These trees shall be either 2 ½ inch caliper deciduous shade trees, 1 1/2 inch caliper ornamental trees, or a combination of both. These trees shall be placed within the setback areas in accordance with a landscape plan that will be submitted as a part of the Final Development Plan. These trees are in addition to the regular street tree requirement.

2. **North Perimeter Yard Landscaping:** Landscaping within the perimeter yard setback areas along portions of the northern boundary line of this Zoning District which are not adjacent to the right-of-way for Bevelhymer Road shall be planted with a mixture of deciduous shade trees, ornamental trees and evergreen trees and shrubs, and may be planted on an earth mound. Screening will achieve 75% opacity to 8 feet in height within 3 years of installation. Seven trees per 100 lineal feet of perimeter boundary line and 2 deciduous shrubs per tree shall be planted. These trees shall be planted in a hedgerow type manner. All areas not landscaped shall have grass (seed or sod). The landscaping requirement may be modified or waived to save existing trees.

3. **Tree Preservation:** Reasonable and good faith efforts will be made to preserve existing trees within this subarea. Consideration will be given to laying out service roads, lots, structures and parking areas to avoid the unnecessary destruction of existing trees. Additionally, standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

4. **General.**

a. **Minimum Tree Size.**

<u>Tree</u>	<u>Perimeter Minimum Tree Size</u>	<u>Parking Lot Minimum Tree Size</u>
Ornamental Tree	2" Caliper	2" Caliper
Deciduous Shade Trees	2 ½" Caliper	2 ½" Caliper
Evergreen Trees	6' – 8' tall	4' tall

b. **Perimeter Shrubbery.** Deciduous and evergreen shrubs are permitted and shall be a minimum size of 24 inches in height at installation.

c. **Interior Landscaping.** The required amount of interior landscaping shall be a minimum of eight percent (8%) of the total area of parking lot pavement. The landscaping areas shall include both shrubs and parking lot trees as required by Codified Ordinance 1171.06(a)(3) and be arranged in such a manner so as to visually break up large expanses of pavement.

E. Dumpsters, Lighting, Outdoor Display Areas and other Environmental Commitments

1. **Mechanical Equipment:** Any external mechanical equipment shall be screened at ground level from all adjacent public streets and from properties which are outside of but adjacent to this Zoning District with materials that are similar to or the same as used on the majority of the building, or with fencing or landscaping. Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer sound generated by such equipment. The screening of the mechanical equipment should be coordinated with the rest of the architecture so as to avoid being seen as an "add-on".

2. **Service Areas and Dumpsters:** All service areas (including, without limitation, loading docks) and dumpsters shall be fully screened from all public roads and from adjacent properties located outside of this Zoning District at ground level with walls, fencing, or landscaping. Walls shall be of the same materials used on the building walls and shall be complemented with landscaping. Exterior storage of materials, supplies, equipment, or products is prohibited.

3. **Lighting:**

a. **Street Lighting:** Public street lights may be removed, relocated, replaced, and/or supplemented if necessary to accommodate the installation and operation of access points onto public streets and to adequately light these areas, as approved as part of a final development plan. New street lights shall be the same or substantially similar style, color, and specifications as existing street lights.

b. **Parking Lots and Driveways:** All parking lot and private driveway lighting shall be cut-off type fixtures and down cast. Lighting along private drives internal to this subarea (if any) shall be presented for review and approval as part of a final development plan. Light poles within this subarea shall be black or New Albany green and constructed of metal and shall be consistent with the fixture shown in the attached Exhibit A. Parking lot lighting shall not exceed 18 feet in height. Parking lot lighting shall be from a controlled source in order to eliminate light spillage beyond the boundaries of the site. For any proposed development that is adjacent to property located outside of this Zoning District where residential uses exist or are permitted, a photometric plan demonstrating zero light spillage onto such properties shall be submitted for review and approval by the Planning Commission as part of a final development plan.

c. **Ground-Mounted Lighting:** Landscape uplighting from a concealed source shall not be permitted. Any ground lighting that is permitted shall be shielded and landscaped.

d. **Prohibited Lighting:** No permanent colored lights or neon lights shall be used on the exterior of any building.

- e. Security Lighting: Security lighting, when used, shall be of a motion-sensor type.
- f. Consistent Appearance: Exterior lighting fixtures shall be similar in appearance throughout this subarea. All exterior lighting mounted to a building shall be located on the first floor only. Uplighting of a building is prohibited.
- g. Other Requirements: All other lighting on the site shall be in accordance with the City's Codified Ordinances.

F. Graphics and Signage Commitment

1. Locations; Master Sign Plan: Locations for ground signs and building signs will be unique to specific user and therefore shall be presented for review and approval by the Planning Commission as part of a final development plan. An applicant or property owner shall be permitted to submit a master sign plan for the entirety of this Zoning District with the first final development plan application submittal for this subarea.
2. Specifications: Permitted sizes, designs, colors, shapes, and other specifications for ground and building signs shall be consistent with the 2013 Trust Corp Signage Recommendations Plan which was approved by the City in 2013 for the real property located to the southeast of this Zoning District across U.S. Route 62/Johnstown Road. Any changes to or deviations from that plan shall require the review and approval of the Planning Commission.
3. Entry Signs: An identification sign shall be permitted at each vehicular access point into this subarea from a public street in order to identify up to three (3) users within this Zoning District.
4. Illumination: Backlighting of individual letters on wall-mounted signage shall be permitted. Internally illuminated wall-mounted and ground-mounted signage shall be prohibited.
5. Prohibited Signs: No signs shall be painted directly on the surface of the building, wall or fence. No wall murals shall be allowed. No roof signs or parapet signs shall be permitted nor shall a sign extend higher than the roof of a building. No flashing, traveling animated or intermittently illuminated signs or banners, tethered balloons or pennants shall be used. Temporary interior window advertisements are prohibited. Gas station pricing signs shall not be permitted to be digital.

The following signs are not permitted as permanent signs: Banner or streamers, sidewalk or curb signs (sandwich type), portable displays or mobile signs, gas filled devices, roof-mounted signs, revolving or rotating signs, neon signs, and signs installed on gas station fueling area canopies.

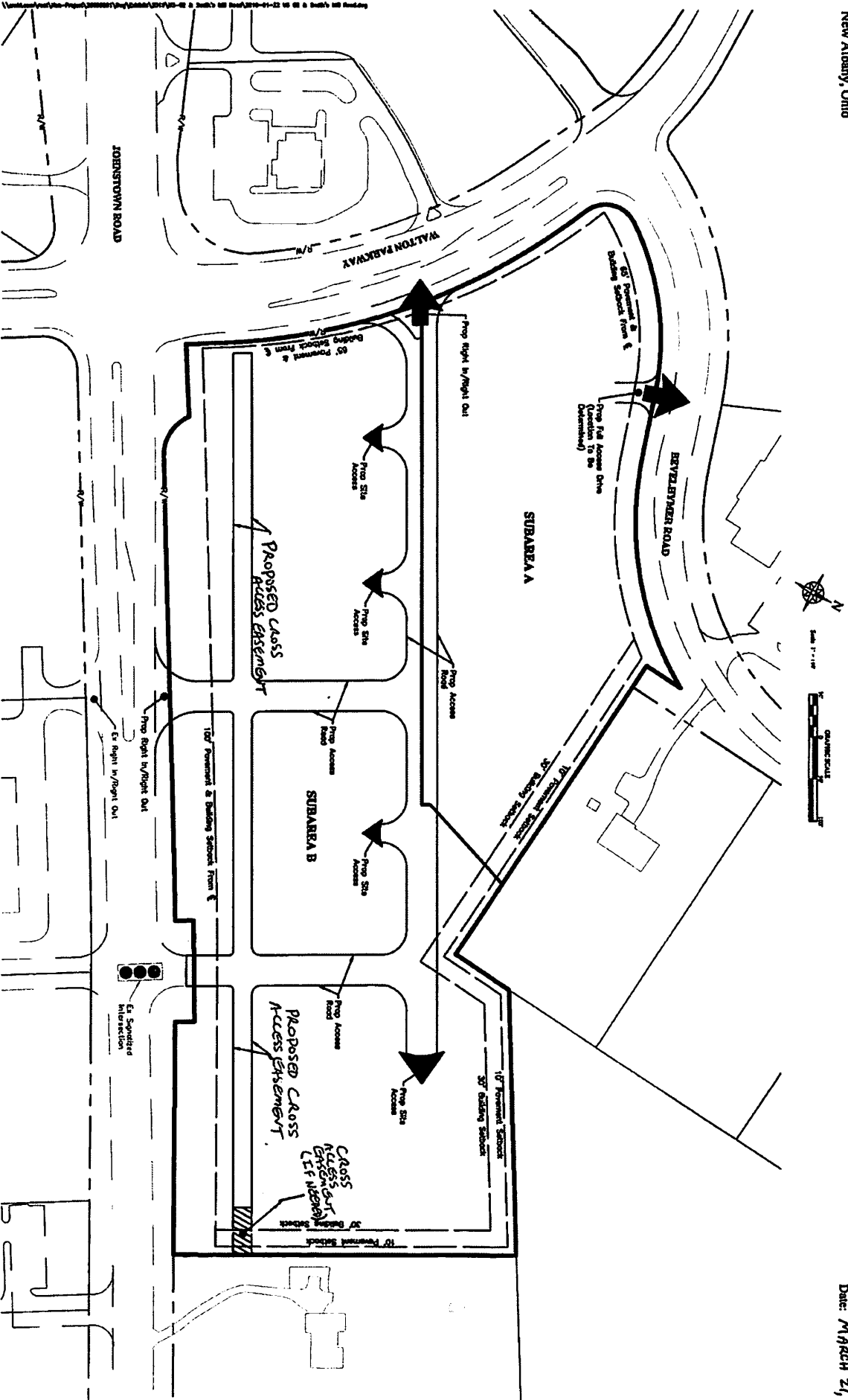
6. Other Requirements: All signage shall conform to the standards set forth in Section 1169 of the Codified Ordinances, unless otherwise stated above.

I. Utilities. All new utilities in this subarea shall be installed underground.

US-62 & SMITH'S MILL ROAD COMMERCIAL ACCESS & CIRCULATION EXHIBIT

New Albany, Ohio

THE NEW ALBANY COMPANY
 Date: MARCH 21, 2019





Prepared: 03/07/2019
Introduced: 03/19/2019
Revised:
Adopted:
Effective:

ORDINANCE O-10-2019

AN ORDINANCE TO ACCEPT A 0.133 ACRE OPEN SPACE EASEMENT AT 200 MAIN STREET AS REQUESTED BY THE NEW ALBANY COMPANY LLC

WHEREAS, the developer, the New Albany Company desires to grant an easement to the city; and

WHEREAS, the easement allows the city to utilize the area as an open space which shall be available for passive leisure and recreational use by the general public and for no other purpose; and

WHEREAS, the open space was developed for passive park space as part of the Market and Main Apartments construction project and includes landscaping and benches,

WHEREAS, the City of New Albany will be the recipient (grantee) of the open space easement totaling 0.133 acres; and

WHEREAS, the city will benefit from this dedication of the open space easement.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. Said open space easement, attached to this ordinance as Exhibit A and made a part of herein, is hereby accepted by council.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(B) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

PROPOSED

Exhibit "B"

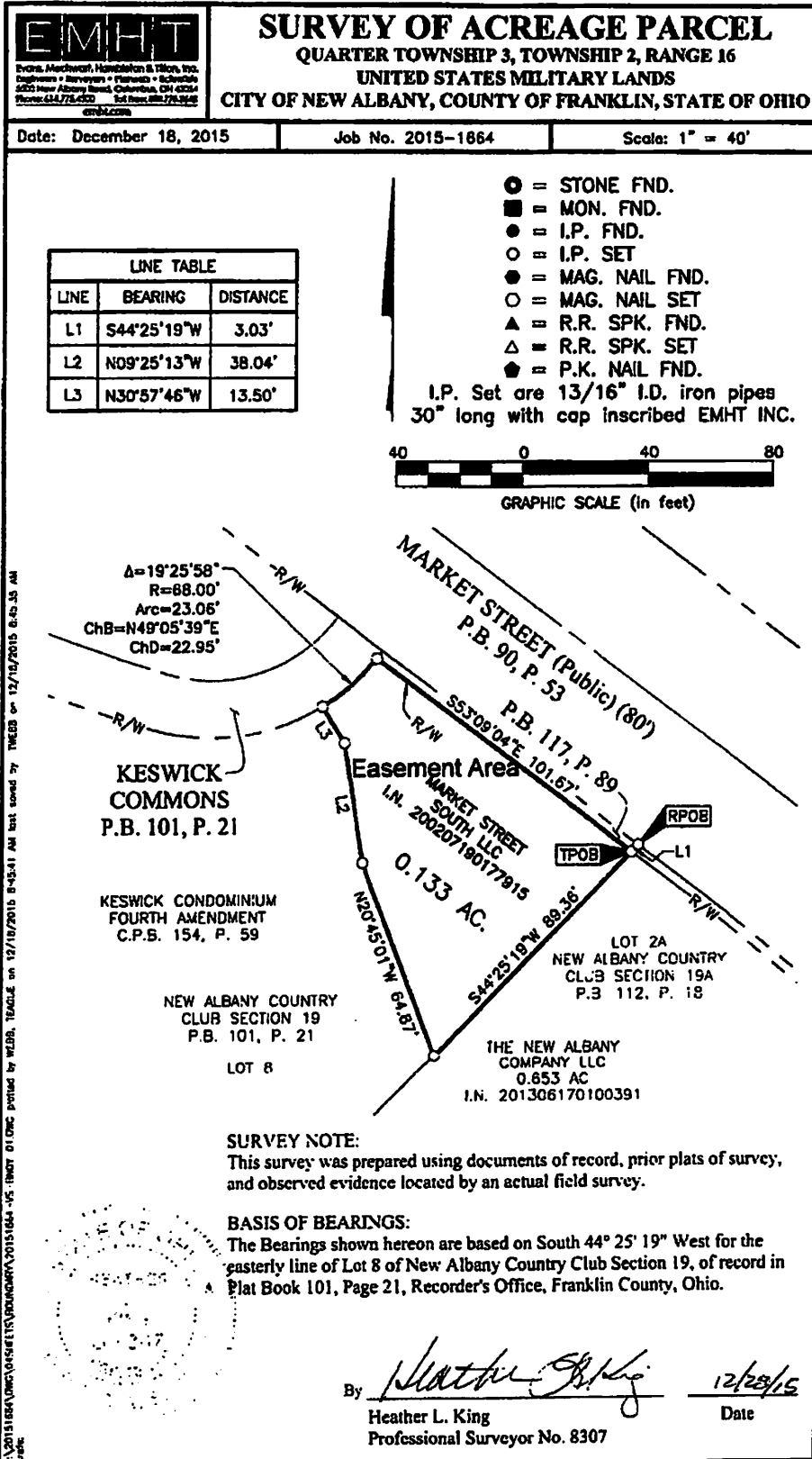


Exhibit "A"
0.133 ACRE

Situated in the State of Ohio, County of Franklin, City of New Albany, lying in Quarter Township 3, Township 2, Range 16, United States Military Lands, being part of Lot 8 of New Albany Country Club Section 19, a subdivision of record in Plat Book 101, Page 21, said Lot 8 being part of that tract conveyed to Market Street South LLC by deed of record in Instrument Number 200207190177915. (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an iron pin set at the common corner of said Lot 8 and that 0.653 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 201306170100391, in the original southerly right-of-way line of Market Street, as dedicated in Plat Book 90, Page 53;

Thence South 44° 25' 19" West, with the line common to said Lot 8 and 0.653 acre tract, a distance of 3.03 feet to an iron pin set in the southerly right-of-way line of Market Street, as dedicated in Plat Book 117, Page 89, the TRUE POINT OF BEGINNING;

Thence South 44° 25' 19" West, continuing with said common line, a distance of 89.36 feet to an iron pin set at a southeasterly corner of Keswick Condominium Fourth Amendment, a condominium of record in Condominium Plat Book 154, Page 59;

Thence with the easterly line of said Keswick Condominium Fourth Amendment, the following courses and distances:

North 20° 45' 01" West, a distance of 64.87 feet to an iron pin set;

North 09° 25' 13" West, a distance of 38.04 feet to an iron pin set; and

North 30° 57' 46" West, a distance of 13.50 feet to an iron pin set in the southerly right-of-way line of Keswick Commons, as dedicated in Plat Book 101, Page 21;

Thence with said southerly right-of-way line, with the arc of a curve to the left, having a central angle of 19° 25' 58", a radius of 68.00 feet, an arc length of 23.06 feet, a chord bearing of North 49° 05' 39" East and chord distance of 22.95 feet to an iron pin set at the intersection of the southerly right-of-way lines of said Keswick Commons and said Market Street;

Thence South 53° 09' 04" East, with the southerly right-of-way line of said Market Street, a distance of 101.67 feet to the TRUE POINT OF BEGINNING, containing 0.133 acre, more or less.

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 herein are based on South 44° 25' 19" West for the easterly line of Lot 8 of New Albany Country Club Section 19, of record in Plat Book 101, Page 21, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

12/28/15
Date

HLK:raw
0_133 ac 2015:664-VS-BNDY-01.doc

PRELIMINARY
APPROVAL
Pending deed order
FRANKLIN COUNTY
ENGINEERING CO.
12/28/15 MS

Street, LLC, who acknowledged the signing thereof to be his free act and deed for and on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



KIMBERLY R. GRAYSON
Notary Public, State of Ohio
My Commission Expires
January 11, 2021

Kimberly R. Grayson
Notary Public

GRANTEE:

CITY OF NEW ALBANY, OHIO,
an Ohio municipal corporation

By: *Joseph Stefanov*

Printed Name: Joseph Stefanov

Its: City Manager

Approved as to Form:

By: *Mitchell Banchevsky*
Mitchell Banchevsky, Law Director

STATE OF OHIO :
:
FRANKLIN COUNTY : ss.

The foregoing instrument was acknowledged before me this 11th day of February, 2019 by Joseph Stefanov, the City Manager of the City of New Albany, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

Amanda L. Bonjield
Notary Public

This instrument prepared by:
Underhill & Hodge LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 335-9320



The rights and obligations created in this instrument shall run with the Easement Area, shall be for the personal benefit of Grantee, and shall be binding upon and inure to the benefit of the respective successors, assigns and transferees of Grantor and the Grantee. This instrument constitutes the entire agreement and understanding between the parties relating to the subject matter hereof. There are no statements, promises, representations or understandings, either oral or written, not herein expressed. This instrument shall be governed by and construed in accordance with the laws of the State of Ohio and may be executed in two or more counterparts, which together shall be deemed to constitute but one and the same instrument.

The easement being granted hereunder shall terminate automatically without further action of Grantor and Grantee only if New Albany City Council has not taken requisite action to accept the easement on or before April 15, 2019 and an affidavit in aid of title referencing this instrument has not been recorded by that date with the Office of the Recorder of Franklin County, Ohio, which includes written evidence of City Council's action in this regard.

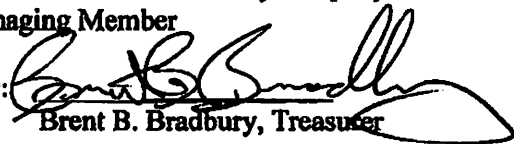
IN WITNESS WHEREOF, Grantor and Grantee, by their duly authorized signatories, have caused this instrument to be executed as of the date first written above.

GRANTOR:

200 MAIN STREET, LLC,
an Ohio limited liability company

By: Market & Main Ventures LLC,
an Ohio limited liability company
Its: Sole Member

By: The New Albany Company LLC,
a Delaware limited liability company
Its: Managing Member

By: 
Brent B. Bradbury, Treasurer

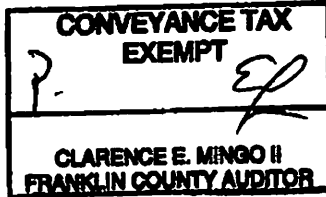
STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this 12th day of February 2019, before me, the subscriber, a Notary Public in and for said county and state, personally came Brent B. Bradbury, the Treasurer of The New Albany Company LLC, a Delaware limited liability company, the Managing Member of Market & Main Ventures LLC, which is the Sole Member of 200 Main

**TRANSFER
NOT NECESSARY**

FEB 12 2019

**CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO**



OPEN SPACE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT **200 MAIN STREET LLC**, an Ohio limited liability company ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to the **CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation (the "Grantee"), upon the terms and conditions set forth herein, a perpetual non-exclusive right and easement to use, improve, and operate as open space for use by the general public on, over, under, and through the following real property (the "Easement Area"):

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A", AND DEPICTION ATTACHED AS EXHIBIT "B", BOTH MADE A PART OF THIS INSTRUMENT.



The Easement Area is located on a portion of the real property identified as follows:

FRANKLIN COUNTY PARCEL No.: 222-002978

PRIOR INSTRUMENT REFERENCE: 201704240054663, RECORDER'S OFFICE;
FRANKLIN COUNTY, OHIO

Grantee, by and through its acceptance of this deed, agrees to forever hold, use, and operate the Easement Area as an open space area which shall be available for passive leisure and recreational use by the general public and for no other purpose. Grantor (or any future owner of the real property that is burdened by the Easement Area) shall be responsible for planting, mowing, fertilizing, and maintaining grass within the Easement Area at its sole cost and expense. No improvements shall be permitted to be made by Grantee without the prior written approval of Grantor, to be provided or withheld in Grantor's sole discretion. Grantor (or any future owner of the real property that is burdened by the Easement Area) shall remain responsible for the payment of any real property taxes that apply to the Easement Area. Grantee shall provide insurance on the Easement Area in the same types and amounts as it customarily provides when covering parkland that it owns within the City of New Albany, Ohio, and upon request shall provide evidence of such coverage to the owner of the real property that is burdened by the Easement Area.

DO NOT DETACH

 <p>Instrument Number: 201902120016726 Recorded Date: 02/12/2019 11:29:53 AM</p>  <p>Daniel J. O'Connor Jr. Franklin County Recorder 373 South High Street, 18th Floor Columbus, OH 43215 (614) 525-3930 http://Recorder.FranklinCountyOhio.gov Recorder@FranklinCountyOhio.gov</p>											
<p>Transaction Number: T20190008162 Document Type: EASEMENT Document Page Count: 5</p>	<p>Return To (Mail Envelope): UNDERHILL AND HODGE</p> <p style="text-align: right;">Mail Envelope</p>										
<p>Submitted By (Walk-In): UNDERHILL AND HODGE</p> <p style="text-align: right;">Walk-In</p>											
<p>First Grantor: 200 MAIN STREET LLC</p>	<p>First Grantee: NEW ALBANY CITY OF</p>										
<p>Fees:</p> <table> <tr> <td>Document Recording Fee:</td> <td>\$28.00</td> </tr> <tr> <td>Additional Pages Fee:</td> <td>\$24.00</td> </tr> <tr> <td>Total Fees:</td> <td>\$52.00</td> </tr> <tr> <td>Amount Paid:</td> <td>\$52.00</td> </tr> <tr> <td>Amount Due:</td> <td>\$0.00</td> </tr> </table>	Document Recording Fee:	\$28.00	Additional Pages Fee:	\$24.00	Total Fees:	\$52.00	Amount Paid:	\$52.00	Amount Due:	\$0.00	<p>Instrument Number: 201902120016726 Recorded Date: 02/12/2019 11:29:53 AM</p>
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Additional Pages Fee:	\$24.00										
Total Fees:	\$52.00										
Amount Paid:	\$52.00										
Amount Due:	\$0.00										

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



Prepared: 03/22/2019
Introduced: 04/02/2019
Revised:
Adopted:
Effective:

ORDINANCE O-11-2019

AN ORDINANCE TO ACCEPT A CONSERVATION EASEMENT OF 2.323 ACRES, AS REQUESTED BY MBJ HOLDINGS LLC.

WHEREAS, MBJ Holdings LLC has obtained a permit from the U.S. Army Corps of Engineers that requires the protection of certain wetlands and watercourses in the general vicinity of the project; and

WHEREAS, to provide this protection, this permit requires the creation and recording of a conservation easement over this project; and

WHEREAS, a public entity must be the recipient (grantee) of such easement in order to ensure that the purposes of the easement is fulfilled; and

WHEREAS, the city will be the recipient (grantee) of one conservation easement totaling +/-2.3 acres.

NOW, THEREFORE, BE IT ORDAINED by Council for the City of New Albany, counties of Franklin and Licking, State of Ohio, that:

Section 1. Council hereby accepts the conservation easement (2.323 acres) as to parcel 222-004864. This conservation easement, as described herein and attached hereto as Exhibit 1, shall operate to preserve and protect the subject property in perpetuity and prohibit commercial and industrial activities; construction or placement of any man-made structures or modifications such as buildings, fences, roads and parking lots; cutting vegetation including trees, ground cover directly or by use of chemicals except as allowed under relevant permits or to treat invasive species; land or surface alteration including removal of soil, sand, gravel, minerals or otherwise altering the topography; dumping of any kind; altering natural water courses; and any other activity which endangers the natural, scenic, biological or ecological integrity of the conservation easement areas.

Section 2. The city manager is hereby authorized to execute and accept the Conservation Easement referenced in Section 1, herein and attached hereto as Exhibit A.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07(b) of the New Albany Charter, this ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

ADOPTED

Exhibit 1

EXHIBIT A - O-11-2019

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement ("Agreement") is made to be effective on the last date of signature below (the "Effective Date"), by and between **AEP OHIO TRANSMISSION COMPANY, INC.**, an Ohio corporation having its address at 1 Riverside Plaza, Columbus, Ohio 43215 ("Grantor"), and the **CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple of certain real property known as Franklin County Auditor's Tax Parcel Number _____ and being more particularly described in Instrument Number _____, which is of record with the Recorder's Office, Franklin County, Ohio (the "Property"); and

WHEREAS, Grantor desires to convey to Grantee the right to preserve and protect, in perpetuity, the conservation values of that limited portion of the Property that is generally depicted in Exhibit A attached hereto and made a part hereof and is more particularly described in Exhibit B attached hereto and made a part hereof (the "Conservation Easement Area"); and

WHEREAS, this Agreement and the Conservation Easement (as such term is defined below) created hereby is required by Nationwide Permit #27 (Stream Restoration) issued to MBJ Holdings, LLC, a Delaware limited liability company ("MBJ") by the U.S. Army Corps of Engineers ("USACE") on February 26, 2019 (the "Permit"). As a condition of this Permit and related application materials, a watercourse and adjacent areas must be protected by a conservation easement and this Agreement is intended to satisfy this condition. MBJ, as the permittee of the Permit, shall receive the benefit of and credit for the stream restoration performed on the Property. In addition, the Conservation Easement Area established under this Agreement may be used to satisfy similar watercourse preservation or mitigation requirements pursuant to similar permits issued or to be issued in the future to MBJ or MBJ's affiliated entities.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree as follows:

AGREEMENT:

1. **Grant of Easement:** Grantor hereby grants and conveys to Grantee an estate, interest, and easement in and to the Conservation Easement Area of the nature and character and to the extent hereinafter expressed (the "**Conservation Easement**"), to be and to constitute a servitude upon that portion of the Property located within the boundaries of the Conservation Easement Area, which estate, interest, and easement will result from the covenants and restrictions set forth herein. To this end and for the purpose of accomplishing the intent of the parties hereto, Grantor covenants with and for the benefit of Grantee, on behalf of Grantor, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Conservation Easement Area, the various acts hereinafter described.

2. **Term of Easement:** The Conservation Easement granted hereunder shall be perpetual to the extent permitted by law and shall have no expiration date. Notwithstanding the foregoing, Grantor shall be permitted to encroach onto the Conservation Easement Area for the purpose of constructing (and, as necessary in the future, maintaining and replacing) (i) private access drives (each individually an "**Access Crossing**" and collectively the "**Access Crossings**"), and (ii) buried and/or overhead utility lines and storm water drainage piping or culverts (each individually a "**Utility Crossing**" and collectively the "**Utility Crossings**"). The areas subject to any Access Crossing shall not be included in the Conservation Easement. At such time or from time to time as any Access Crossing is identified, Grantee shall have the right to execute, without any consent or signature being required by any other party, an amendment to this Agreement removing and releasing the real property utilized for the Access Crossing from the Conservation Easement Area. Any such amendment shall be recorded in the Recorder's Office, Franklin County, Ohio. The aggregate of all Access Crossings shall not remove more than fifty linear feet (50 LF) of stream. Each Access Crossing shall cross the stream in an approximately perpendicular manner in so far as is reasonably practicable. Grantor shall restore (i) all pre-construction contours and (ii) all vegetation within the Conservation Easement that has been damaged or removed during construction of the Utility Crossings, as follows:

- a. Disturbed areas shall be seeded with the permanent, native seed mix specified in the plans approved by the USACE in connection with the Permit;
- b. Trees and shrubs shall be replaced on a one-for-one basis; and
- c. Trees and shrubs shall be chosen from the plant list specified in the plans approved by the USACE in connection with the Permit.

3. **Conservation Values:** The Conservation Easement Area possesses substantial value in conserving and protecting the physical, biological, chemical and overall ecological integrity of the real property that it encompasses and is important in the protection of the existing or designed use of the waters of the State of Ohio pursuant to Section 303 of the Clean Water Act, 33 U.S.C Section 1313 and Section 6111.041 of the Ohio Water Pollution Control Act.

4. **Prohibited Actions:** Any activity on or use of the Conservation Easement Area that is inconsistent with the purposes of the Conservation Easement or detrimental to the conservation values expressed herein is strictly prohibited. By way of example, and not of limitation, the following activities and uses are prohibited within the Conservation Easement Area, except as permitted or required by the Permit, or except as necessary to allow for future stream crossings and related work as contemplated in Section 2, above:

- a. **Commercial Activities:** Commercial development or industrial activity;
- b. **Construction:** The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots;
- c. **Cutting Vegetation:** Any cutting of trees, ground cover or vegetation, or destroying by any means of herbicides or pesticides;
- d. **Land Surface Alteration:** The removal of soil, sand, gravel, rock, minerals or other materials, or doing any act that would alter the topography of the Conservation Easement Area;
- e. **Dumping:** The placement of waste, garbage and unsightly or offensive materials;
- f. **Water Courses:** Dredging, straightening, filling, channeling, impeding, diverting, or otherwise altering any natural water courses, streams and adjacent riparian buffers located within the Conservation Easement Area;
- g. **Utilities:** The installation of new transmission lines for electric power, communications, and natural gas or petroleum products; and
- h. **Other Activities:** Each and every other activity or construction project which endangers the natural, scenic, biological, or ecological integrity of the Conservation Easement Area.

5. **Rights of Grantee:** Grantor confers upon Grantee the following rights to perpetually maintain the conservation values of the Conservation Easement Area:

- a. **Right to Enter:** Grantee has the right to enter upon the Conservation Easement Area at reasonable times to monitor or to enforce compliance with this Agreement, provided that such entry shall occur after prior reasonable notice is provided to Grantor and appropriate consideration is given to the reasonable security or safety requirements of Grantor. To the extent reasonably possible, entry shall be made from a public right-of-way. Grantee may not enter upon the Property (other than the

Conservation Easement Area) or unreasonably interfere with Grantor's use and quiet enjoyment of the Property. Grantee shall not have the right to permit others to enter the Conservation Easement Area. The general public is not granted access to the Conservation Easement Area or the Property under this Agreement.

- b. **Right to Preserve:** Grantee has the right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the terms or purposes of this Agreement. Nothing herein, however, is intended to place any restrictions on the use or development of those portions of the Property located outside of the boundaries of the Conservation Easement Area.
- c. **Right to Require Restoration:** Grantee shall have the right to require the restoration of the areas or features of the Conservation Easement Area which are damaged by any activity inconsistent with the requirements of this Agreement. Grantee's rights under this paragraph shall include, but shall not be limited to, the right to initiate any proceedings or actions in law or equity as are necessary to enforce the terms of this Agreement or facilitate the restoration of the Conservation Easement Area.
- d. **Signs:** Grantee shall have the right to place signs within the Conservation Easement Area which identify the land as being protected by the Conservation Easement. The number, size and content of any such signs are subject to the prior approval of the owner of the Conservation Easement Area, which shall not be unreasonably conditioned, delayed or withheld. Grantee reserves the right to post or clearly mark the boundaries of the Conservation Easement Area at locations that are mutually agreed upon with the owner of the Conservation Easement Area.

Notwithstanding the removal of any real property utilized for a Crossing from the Conservation Easement Area, as contemplated by Section 2 above, Grantee shall have a license to enter upon any Crossing for the limited purpose of accessing any portion of the remaining Conservation Easement Area as may be necessary to exercise the rights set forth in this Section 5.

6. **Permitted Uses:** Grantor reserves to itself, and to its successors and assigns, with respect to the Conservation Easement Area, all rights accruing from its ownership of the Conservation Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Area that are not expressly prohibited herein and are not inconsistent with the purposes of this Agreement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. **Right to Convey:** The right to sell, mortgage, bequeath, donate or otherwise convey any or all portions of the Property, including, without limitation, the Conservation Easement Area. Any conveyance shall remain subject to the terms and conditions of this Agreement and the subsequent interest holder shall be bound by the terms and conditions hereof.
- b. **Right to Access:** The right to unimpeded access to the Conservation Easement Area. In addition, vehicular and pedestrian crossings of the Conservation Easement Area shall be permitted, but only if all relevant permits and permissions are first obtained from the Ohio Environmental Protection Agency (the "Ohio EPA") and/or the USACE.
- c. **Use of Property:** Except as provided in the last paragraph of Section 5 above, the portions of the Property located outside of the boundaries of the Conservation Easement Area are not subject to the restrictions of the Conservation Easement created hereunder. Grantor shall be permitted to use and develop all portions of the Property under its ownership which are located outside of the boundaries of the Conservation Easement Area without restriction.

7. **Grantee's Remedies:** In the event of a breach of this Agreement, Grantee shall have the following remedies and shall be subject to the following limitations:

- a. **Delay in Enforcement:** A delay in enforcement shall not be construed as a waiver of Grantee's rights to enforce the terms of this Agreement.
- b. **Acts Beyond Grantor's Control:** Grantee may not bring an action against Grantor for modifications to the Conservation Easement Area which result from causes beyond its control. Examples include, without limitation, unintentional fires, storms, natural earth movement, trespassers, or a party's well-intentioned actions in response to an emergency which result in changes to the Conservation Easement Area. Grantor shall have no responsibility under this Agreement for such unintended modifications. Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Agreement.
- c. **Notice and Demand:** If Grantee determines that a person or entity is in violation of the terms of the Conservation Easement or this Agreement, or that a violation is threatened, then it shall provide written notice via certified mail to such person or entity. The written notice shall identify the

violation and request corrective action to cure the violation or restore the relevant real property.

- d. **Failure to Act:** If, for a thirty (30) day period after the date of written notice provided pursuant to subparagraph c. above, the person or entity continues violating the terms of the Conservation Easement or this Agreement, or if the person or entity does not abate the violation or begin to implement corrective measures within the foregoing thirty (30) day period requested by Grantee, or fails to continue to diligently cure such violation until finally cured, Grantee shall be permitted to bring an action in law or in equity to enforce the terms of the Conservation Easement or this Agreement and recover any damages for the loss of the conservation values protected hereunder. Grantee is also entitled to bring an action to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Conservation Easement Area. If a court determines that the person or entity has failed to comply with the terms of the Conservation Easement or this Agreement, then Grantee may seek an order requiring the person or entity to reimburse all reasonable costs and attorneys' fees incurred by Grantee in compelling such compliance.
- e. **Unreasonable Litigation:** If Grantee initiates litigation against Grantor to enforce this Agreement, and if the court determines that the litigation was without reasonable cause or in bad faith, then Grantee is to reimburse such parties' reasonable costs and attorneys' fees incurred in defending the action.
- f. **Grantor's Absence:** If Grantee determines that the terms of the Conservation Easement or the Agreement is, or is expected to be, violated, then Grantee will make a good faith effort to notify Grantor. If, through reasonable efforts, Grantor cannot be notified, and if Grantee determines that emergency circumstances exist that justify prompt action to mitigate or prevent impairment of the Conservation Easement, then Grantee may pursue its lawful remedies without prior notice and without awaiting a response from Grantor.
- g. **Cumulative Remedies:** The preceding remedies of Grantee are cumulative. Any or all of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Agreement.

8. **Ownership Costs and Liabilities:** Except as otherwise required by this Agreement, in accepting the Conservation Easement, Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Conservation Easement Area. Grantee and its administrators, officers and employees shall have no liability

arising from injury or death to any person or from physical damage to any other property located within the Conservation Easement Area or otherwise.

9. **Remediation:** If, at any time, there occurs, or has occurred, a release in, on, or about the Conservation Easement Area of any substance now or hereafter defined, listed, or otherwise classified, and in excess of any amount permitted pursuant to any federal, state, or local law, regulation, or requirement, or in an amount that is hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, then the owner(s) of the Conservation Easement Area shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

10. **Cessation of Existence:** If Grantee shall cease to be authorized to acquire and hold conservation easements, then this Agreement shall become vested in another qualified entity that is eligible to acquire and hold a conservation easement under Ohio law, upon the consent of the owner of the Conservation Easement Area and the Ohio EPA and such vesting shall be deemed an assignment pursuant and subject to Section 13 of this Agreement. The owner of the Conservation Easement Area shall execute and deliver such documents and instruments as may be necessary to properly reflect the substitution or replacement of Grantee hereunder.

11. **Termination:** The Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain. If subsequent circumstances render the purposes of the Conservation Easement impossible to fulfill, then the Conservation Easement and this Agreement may be partially or entirely terminated only by judicial proceedings initiated by the owner of the Conservation Easement Area or Grantee.

12. **Recordation:** Grantor shall cause this instrument to be recorded in a timely fashion in the Recorder's Office, Franklin County, Ohio, and Grantee may re-record it at any time as may be required to preserve its rights in this Agreement.

13. **Assignment:** This Agreement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization mutually agreed to by the fee simple owners of the Conservation Easement Area, Ohio EPA, and the transferee, provided that the organization is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended, (or any successor provision then applicable) and authorized to acquire and hold conservation easements under Ohio law. As a condition of such transfer, Grantee shall require that the transferee organization must agree in writing to assume all of Grantee's obligations and duties hereunder and to carry out the conservation purposes that this grant is intended to advance. Grantee agrees to give written notice to the owner(s) of the Conservation Easement Area of a transfer or an assignment at least twenty (20) days prior to the date of such transfer or assignment and to furnish promptly to such owner(s) an executed copy of

the assignment and assumption agreement to be recorded by Grantee after the expiration of such 20-day notice period in the Recorder's Office, Franklin County, Ohio. The failure of Grantee to give such notice shall not affect the validity of this Agreement nor limit its enforceability in any way.

14. **Liberal Construction:** This Agreement shall be liberally construed in favor of maintaining the conservation values of the Conservation Easement Area. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.

15. **Notices:** For purposes of this Agreement, notices shall be provided to the parties, by personal delivery or by mailing a written notice via certified mail, return receipt requested, to that party at the address shown at the outset of this Agreement, or with respect to any successors or assigns of Grantor, to the tax mailing address of the relevant party as evidenced in the records of the Office of the Auditor of Franklin County, Ohio. Notice is deemed given upon (i) personal delivery or (ii) two days after depositing the properly addressed notice with the U.S. Postal Service.

16. **Severability:** If any portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

17. **Successors:** This Agreement and the Conservation Easement created hereunder shall be a covenant running with the land and shall constitute a burden on the Conservation Easement Area and shall run to the benefit of the parties hereto and their respective successors or assigns in interest. All subsequent owners of the Conservation Easement Area shall be bound to all provisions of this Agreement to the same extent as the current parties.

18. **Termination of Rights and Obligations:** A party's rights and obligations under this Agreement shall terminate upon the transfer of its interest in the Conservation Easement Area. Liability for acts or omissions occurring prior to transfer shall survive any such transfer.

19. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Ohio, irrespective of its conflict of law provisions.

20. **"As Is" Condition:** Grantee has examined the Conservation Easement Area and agrees to accept the "AS-IS" condition of the same for purposes of this Agreement.

21. **Site Monitoring:** The Conservation Easement Area shall be inspected by Grantee at a minimum of one time annually.

22. **No Merger:** The Conservation Easement provided under this Agreement is intended to facilitate the perpetual protection of the Conservation Easement Area as provided

herein. No easement granted or enjoyed hereunder shall be eliminated through the doctrine of merger as the result of Grantee holding title to and/or having ownership of the Conservation Easement Area.

[Remainder of this page intentionally left blank; Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand to this Agreement as of the date written below, to be effective as of the Effective Date.

GRANTOR:

AEP OHIO TRANSMISSION COMPANY, INC.,
an Ohio corporation

By: _____

Print Name: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of **AEP Ohio Transmission Company, Inc.**, an Ohio corporation, on behalf of the corporation.

Notary Public

IN WITNESS WHEREOF, Grantee has set its hand to this Agreement as of the date written below, to be effective as of the Effective Date.

GRANTEE:

THE CITY OF NEW ALBANY, OHIO,
an Ohio municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of The City of New Albany, Ohio, an Ohio municipal corporation, on behalf of said municipal corporation.

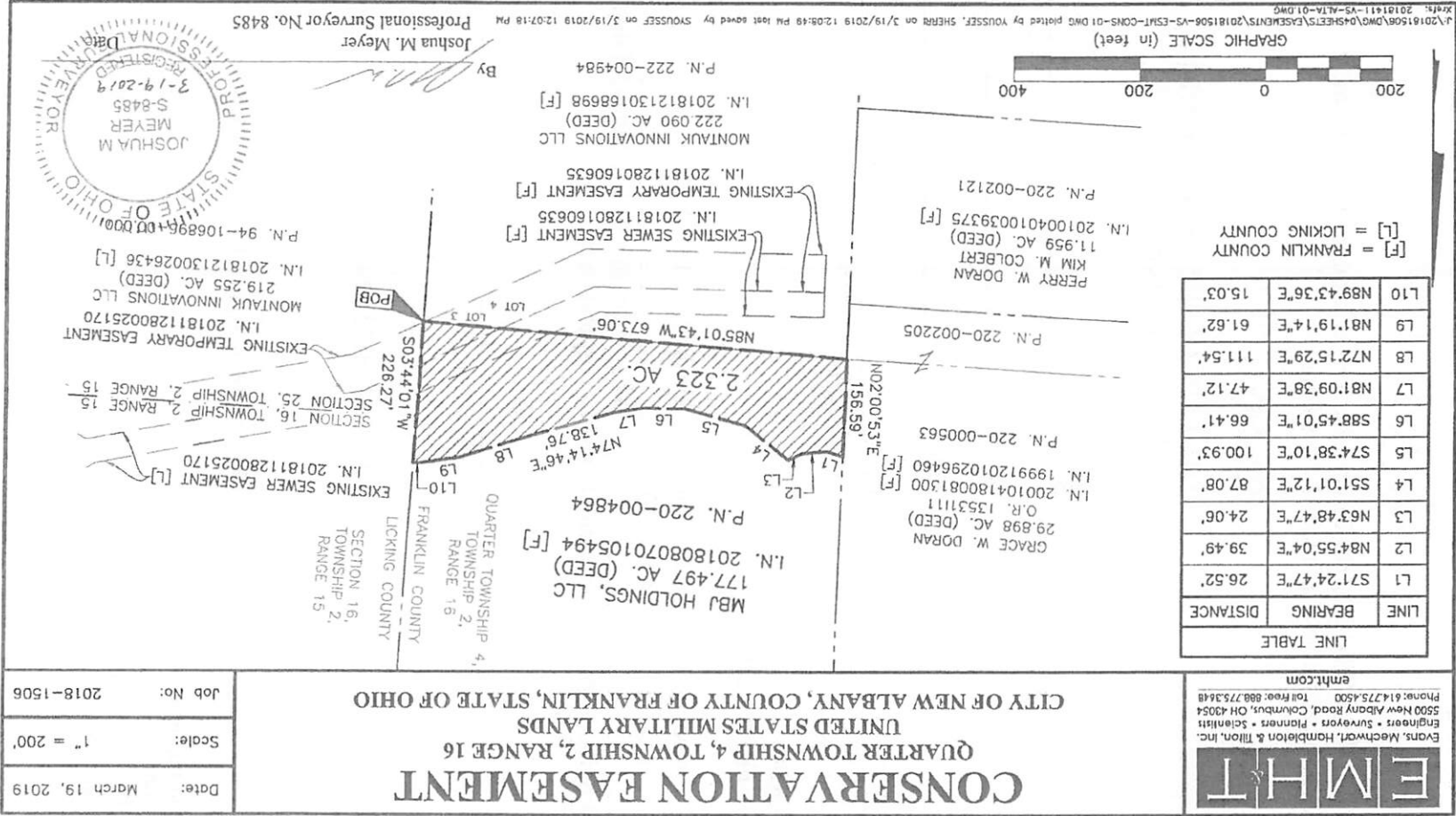
Notary Public

Approved as to Form:

Mitchell Banchefsky, City Law Director

This instrument prepared by:
Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054
(614) 335-9320

Exhibit A



Evans, Mechwart, Hombler & Tilton, Inc.
 Engineers - Surveyors - Planners - Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Fax: 614.775.4500
 emht.com

CONSERVATION EASEMENT
 QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
 UNITED STATES MILITARY LANDS
 CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 19, 2019
 Scale: 1" = 200'
 Job No: 2018-1506

Exhibit B

CONSERVATION EASEMENT 2.323 ACRES

Situated in the State of Ohio, County of Franklin, City of New Albany, lying in Quarter Township 4, Township 2, Range 16, United States Military Lands, being on, over, and across that 177.497 acre tract of land conveyed to MJB Holdings, LLC by deed of record in Instrument Number 201808070105494, (all references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted) and being more particularly described as follows:

BEGINNING at the common corner of Lots 3 and 4, in the common County Line of Franklin and Licking Counties, being the northeasterly corner of that 222.090 acre tract conveyed to Montauk Innovations LLC by deed of record in Instrument Number 201812130168698;

Thence North 85° 01' 43" West, with the line common to said Lots 3 and 4, the northerly line of said 222.090 acre tract, a distance of 673.06 feet to a point in the easterly line of that 29.898 acre tract conveyed to Grace W. Doran by deed of record in Official Record 13531111 and Instrument Numbers 200104180081300 and 199912010296460;

Thence North 02° 00' 53" East, with said easterly line, a distance of 156.59 feet to a point;

Thence across said 177.497 acre tract, the following courses and distances:

South 71° 24' 47" East, a distance of 26.52 feet to a point;

North 84° 55' 04" East, a distance of 39.49 feet to a point;

North 63° 48' 47" East, a distance of 24.06 feet to a point;

South 51° 01' 12" East, a distance of 87.08 feet to a point;

South 74° 38' 10" East, a distance of 100.93 feet to a point;

South 88° 45' 01" East, a distance of 66.41 feet to a point;

North 81° 09' 38" East, a distance of 47.12 feet to a point;

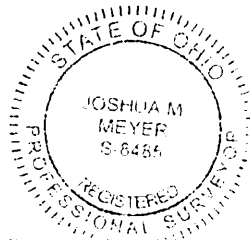
North 74° 14' 46" East, a distance of 138.76 feet to a point;

North 72° 15' 29" East, a distance of 111.54 feet to a point;

North 81° 19' 14" East, a distance of 61.62 feet to a point;

North 89° 43' 36" East, a distance of 15.03 feet to a point in said common County Line;

Thence South 03° 44' 01" West, with said common County Line, a distance of 226.27 feet to the POINT OF BEGINNING, containing 2.323 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

3-19-2019

Date



Prepared: 03/22/2019
Introduced: 04/02/2019
Revised:
Adopted:
Effective:

RESOLUTION R-17-2019

A RESOLUTION TO APPROVE THE FINAL PLAT FOR THE INNOVATION CAMPUS WAY WEST IMPROVEMENT PROJECT, AS REQUESTED BY THE CITY OF NEW ALBANY

WHEREAS, an application to approve the Final Plat for Innovation Campus Way West has been submitted by the City of New Albany; and

WHEREAS, the New Albany Planning Commission, after review in a public meeting on March 18, 2019, recommended approval of the Final Plat; and

WHEREAS, the city engineer certifies that the extension of Innovation Campus Way West meets all the requirements of Chapter 1187 of the Codified Ordinances, storm water management, general utility easements, design requirements and will meet all other requirements of the city.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The said Final Plat to create the Innovation Campus Way West extension is attached to this resolution as Exhibit A and made a part herein is approved.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

PROPOSED

INNOVATION CAMPUS WAY WEST DEDICATION

LINE	LENGTH	BEARING
L1	50.00'	S03°12'59"W
L2	20.85'	S09°59'21"E
L3	81.01'	N17°14'42"E
L4	35.63'	N03°37'54"W

SODK: 1" = 100'

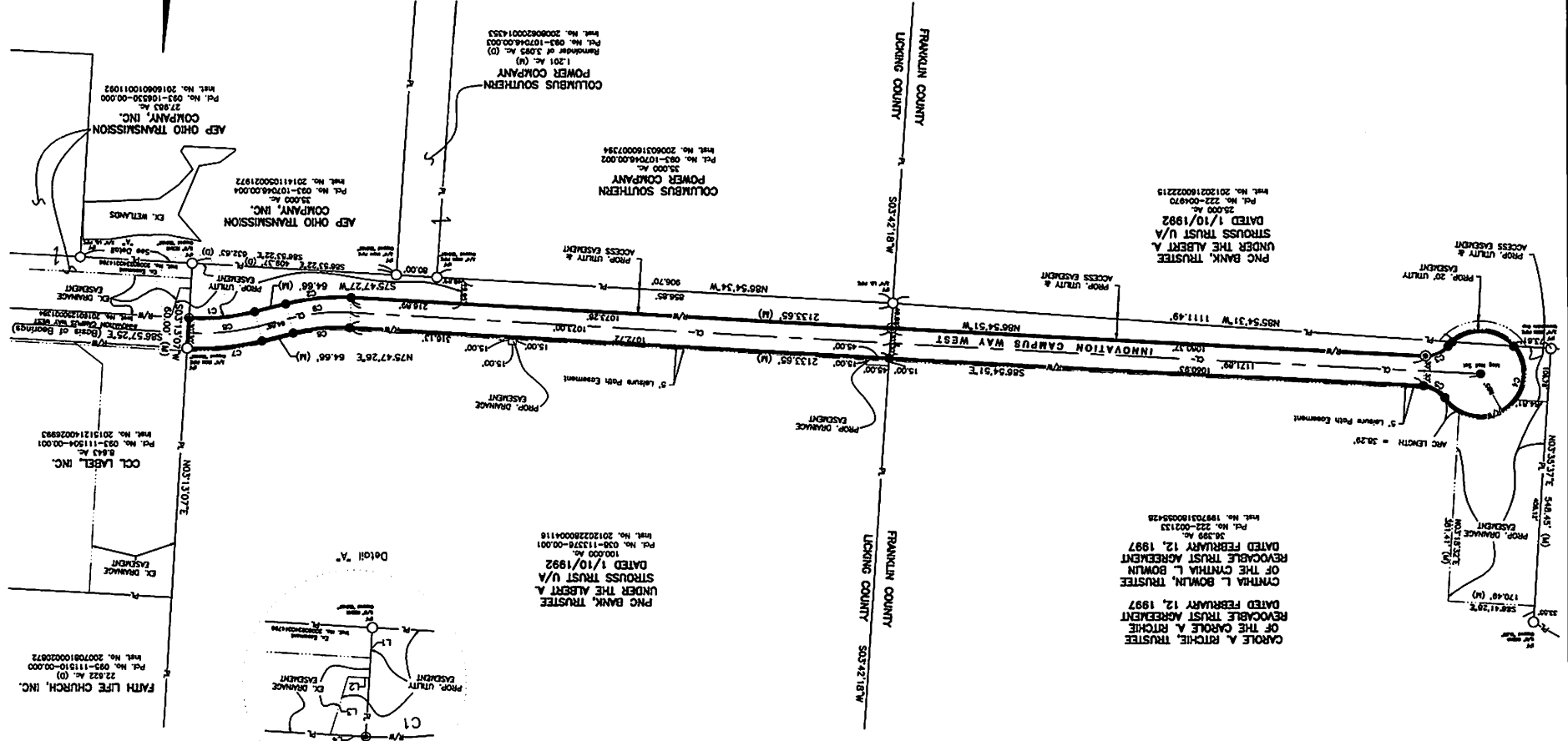
ACREAGE BREAKDOWN

PARCEL ID	ACREAGE
222-004870-00	0.050 AC.
222-002133-00	1.977 AC.
038-113176-00.001	1.832 AC.
TOTAL:	3.959 AC.

CURVE TABLE

NO.	LENGTH	BEARINGS	DELTA	CHORD	CHORD BEARING
C1	132.30'	44.00'	017°13'59"	131.80'	S84°24'16"W
C2	132.82'	44.00'	017°17'42"	132.31'	S84°26'18"W
C3	50.51'	55.00'	052°37'00"	48.75'	S05°05'08"E
C4	42.18'	55.00'	285°14'01"	103.21'	N03°05'08"E
C5	90.51'	55.00'	052°37'00"	48.75'	S09°59'21"E
C6	114.71'	50.00'	017°17'42"	114.27'	N04°28'16"E
C7	150.55'	50.00'	017°15'10"	148.88'	N04°25'01"E
C8	141.37'	43.00'	017°15'58"	140.78'	S84°24'16"W
C9	123.78'	41.00'	017°17'42"	123.29'	S84°26'18"W

- Legend**
- PL Property Line
 - R/W Right-of-Way
 - CL Centerline of Right-of-Way
 - Iron Pin Found (IPF) unless otherwise noted
 - Iron Pin Set unless otherwise noted
 - (D)(P) Deed or Plat
 - (M) Measured Value
 - ⊙ Permanent Marker



CAROLE A. RITCHIE, TRUSTEE
OF THE CAROLE A. RITCHIE
REVOCABLE TRUST AGREEMENT
DATED FEBRUARY 12, 1997

CYNTHIA L. BOMLIN, TRUSTEE
OF THE CYNTHIA L. BOMLIN
REVOCABLE TRUST AGREEMENT
DATED FEBRUARY 12, 1987

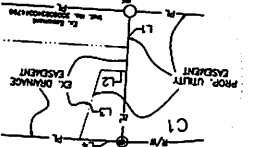
36,399 AC.
P.L. NO. 222-002133
P.L. NO. 198703180030428

PNC BANK, TRUSTEE
UNDER THE ALBERT A.
STROSS TRUST U/A
DATED 1/10/1992

25,000 AC.
P.L. NO. 222-004870
P.L. NO. 201202160022219

PNC BANK, TRUSTEE
UNDER THE ALBERT A.
STROSS TRUST U/A
DATED 1/10/1992

100,000 AC.
P.L. NO. 033-113276-00.001
P.L. NO. 20120228004118



OCL LABEL, INC.
3443 AC.
P.L. NO. 033-111504-00.001
P.L. NO. 201512140028983

FAITH LIFE CHURCH, INC.
22,822 AC. (0)
P.L. NO. 053-111510-00.000
P.L. NO. 200708100020873

AEP OHIO TRANSMISSION
COMPANY, INC.
57,803 AC.
P.L. NO. 033-106330-00.000
P.L. NO. 201606010011092

AEP OHIO TRANSMISSION
COMPANY, INC.
35,000 AC.
P.L. NO. 033-107046.00.004
P.L. NO. 201411020021873

COLUMBUS SOUTHERN
POWER COMPANY
33,000 AC.
P.L. NO. 033-107046.00.003
P.L. NO. 200603160007384

COLUMBUS SOUTHERN
POWER COMPANY
1,201 AC. (N)
P.L. NO. 033-107046.00.003
P.L. NO. 20060200014353



Prepared: 03/21/2019
Introduced: 04/02/2019
Revised:
Adopted:
Effective:

RESOLUTION R-18-2019

A RESOLUTION TO APPROVE THE FINAL PLAT FOR 43 AGE RESTRICTED SINGLE FAMILY LOTS ON 9.94 +/- ACRES FOR PHASE 2 OF THE "NOTTINGHAM TRACE" SUBDIVISION GENERALLY LOCATED WEST OF STATE ROUTE 605, EAST AND WEST OF SCHLEPPI ROAD, AND SOUTH OF WALNUT STREET, AS REQUESTED BY PULTE HOMES

WHEREAS, an application to approve the Final Plat for phase 2 of the Nottingham Trace subdivision has been submitted; and

WHEREAS, Codified Ordinance Chapter 1187 requires approval of the final plat by council; and

WHEREAS, the New Albany Planning Commission, after review during a public meeting on March 18, 2019, recommended approval of this Final Plat (FP-13-2019); and

WHEREAS, the phase 2 Final Plat for Nottingham Trace includes approximately 9.943 +/- acres of land to be subdivided into 43 residential lots in addition to the public streets; and

WHEREAS, the city engineer certifies the phase 2 Final Plat for Nottingham Trace meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements and will meet all other requirements of the city.

NOW, THEREFORE, BE IT RESOLVED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The said phase 2 Final Plat for Nottingham Trace is attached to this resolution as Exhibit A and made a part herein is approved.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(a) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

PROPOSED



Prepared: 03/21/2019
Introduced: 04/02/2019
Revised:
Adopted:
Effective:

RESOLUTION R-19-2019

A RESOLUTION TO APPROVE THE FINAL PLAT FOR 35 AGE RESTRICTED SINGLE FAMILY LOTS ON 9.56 +/- ACRES AND ACCEPT RESERVE "F" FOR PHASE 3 OF THE "NOTTINGHAM TRACE" SUBDIVISION GENERALLY LOCATED WEST OF STATE ROUTE 605, EAST AND WEST OF SCHLEPPI ROAD, AND SOUTH OF WALNUT STREET, AS REQUESTED BY PULTE HOMES

WHEREAS, an application to approve the Final Plat for phase 3 of the Nottingham Trace subdivision has been submitted; and

WHEREAS, Codified Ordinance Chapter 1187 requires approval of the final plat by council; and

WHEREAS, the New Albany Planning Commission, after review during a public meeting on March 18, 2019, recommended approval of this Final Plat (FP-14-2019); and

WHEREAS, the phase 3 Final Plat for Nottingham Trace includes approximately 9.56 +/- acres of land to be subdivided into 35 residential lots in addition to the public streets; and

WHEREAS, the 9.56 acre phase 3 Final Plat for Nottingham Trace final plat includes approximately 2.629 +/- acres of parkland; and

WHEREAS, the phase 3 Final Plat for Nottingham Trace includes the commitment to dedicate reserve F to the City for public parkland and open space; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which this parkland will be donated; and

WHEREAS, the city engineer certifies the phase 3 Final Plat for Nottingham Trace meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements and will meet all other requirements of the city.

NOW, THEREFORE, BE IT RESOLVED by Council for the city of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The said phase 3 Final Plat for Nottingham Trace is attached to this resolution as Exhibit A and made a part herein is approved.

Section 2. City Council hereby accepts the lands shown on the map attached hereto as Exhibit A, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

NOTTINGHAM TRACE PHASE 3

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Section 8, Quarter Township 2, Township 2, Range 16, United States Military Lands, containing 9.563 acres of land, more or less, said 9.563 acres being composed of a part of each of those tracts of land conveyed to THE NEW ALBANY COMPANY LLC by deeds of record in Instrument Number 200103010041463 and 200103010041465, Recorder's Office, Franklin County, Ohio.

The undersigned, THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, by WILLIAM G. EBHING, President, does hereby certify that this plat correctly represents its "NOTTINGHAM TRACE PHASE 3", a subdivision containing Lots numbered 102 to 135, both inclusive, and an area designated as Reserve "F", does hereby accept this plat of same and dedications to public use, so much, all of Callaway Square East and Callaway Square West shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other above ground storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the New Albany Municipal Engineer.

Approved this ___ Day of _____, 20___
Mayor, New Albany, Ohio

Approved this ___ Day of _____, 20___
City Engineer, New Albany, Ohio

Approved this ___ Day of _____, 20___
Council Representative to Planning Commission, New Albany, Ohio

Approved this ___ Day of _____, 20___
Chairperson, Planning Commission, New Albany, Ohio

Approved this ___ Day of _____, 20___
Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. _____, passed _____, 20___, wherein all of Callaway Square East and Callaway Square West shown dedicated hereon are accepted, as such, by the Council for the City of New Albany, Ohio.

Transferred this ___ day of _____, 20___
Auditor, Franklin County, Ohio

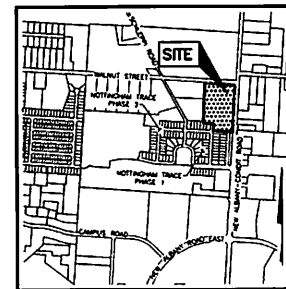
Deputy Auditor, Franklin County, Ohio

Filed for record this ___ day of _____, 20___ at _____, N.E. Fee \$_____
Recorder, Franklin County, Ohio

File No. _____

Recorded this ___ day of _____, 20___
Deputy Recorder, Franklin County, Ohio

Plat Book ___ Page _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

In Witness Whereof, WILLIAM G. EBHING, President of THE NEW ALBANY COMPANY LLC, has hereunto set his hand this ___ day of _____, 20___

Signed and Acknowledged
In the presence of THE NEW ALBANY COMPANY LLC

By WILLIAM G. EBHING, President

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared WILLIAM G. EBHING, President of THE NEW ALBANY COMPANY LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said THE NEW ALBANY COMPANY LLC, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this ___ day of _____, 20___

My commission expires _____ Notary Public, State of Ohio

SURVEY DATA:

BASES OF BEARINGS: The bearings shown hereon are based on the same meridian as those shown on the plat entitled "Nottingham Trace Phase 1", of record in Plat Book 124, Page 15.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pins, thirteen-sixteens inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHIT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top and flush with the surface of the ground and then capped with an aluminum cap stamped EMHIT INC. Once installed, the top of the cap shall be marked (punches) to record the actual location of the point. These markers shall be set following the completion of the construction installation of the street pavement and utilities and prior to the City of New Albany, Ohio's acceptance of these infrastructure improvements. The New Albany, Ohio, Municipal Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG NAIL to be set
- ⊙ = Permanent Marker (See Survey Data)
- ▲ = Railroad Spike Found

By _____ Professional Surveyor No. 7860 Date _____

EXHIBIT A - R-19-2019

FILED FOR RECORD IN PLAT BOOK 124 PAGE 15 BY EMHIT INC. ON 10/18/2018 AT 10:45 AM



Prepared: 03/21/2019
Introduced: 04/02/2019
Revised:
Adopted:
Effective:

RESOLUTION R-20-2019

A RESOLUTION TO APPROVE THE FINAL PLAT FOR 19 AGE RESTRICTED SINGLE FAMILY LOTS ON 4.95 +/- ACRES AND ACCEPT RESERVE "G" FOR PHASE 4 OF THE "NOTTINGHAM TRACE" SUBDIVISION GENERALLY LOCATED WEST OF STATE ROUTE 605, EAST AND WEST OF SCHLEPPI ROAD, AND SOUTH OF WALNUT STREET, AS REQUESTED BY PULTE HOMES

WHEREAS, an application to approve the Final Plat for phase 4 of the Nottingham Trace subdivision has been submitted; and

WHEREAS, Codified Ordinance Chapter 1187 requires approval of the final plat by council; and

WHEREAS, the New Albany Planning Commission, after review during a public meeting on March 18, 2019, recommended approval of this Final Plat (FP-15-2019); and

WHEREAS, the phase 4 Final Plat for Nottingham Trace includes approximately 4.95 +/- acres of land to be subdivided into 19 residential lots in addition to the public streets; and

WHEREAS, the 4.95 acre phase 4 Final Plat for Nottingham Trace final plat includes approximately 0.206 +/- acres of parkland; and

WHEREAS, the phase 4 Final Plat for Nottingham Trace includes the commitment to dedicate reserves G to the city for public parkland and open space; and

WHEREAS, New Albany City Council has agreed to the terms and conditions by which this parkland will be donated; and

WHEREAS, the city engineer certifies the phase 4 Final Plat for Nottingham Trace meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements and will meet all other requirements of the City.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The said phase 4 Final Plat for Nottingham Trace is attached to this resolution as Exhibit A and made a part herein is approved.

Section 2. Council hereby accepts the lands shown on the map attached hereto as Exhibit A, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2019.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

NOTTINGHAM TRACE PHASE 4

NOTE "A": At the time of platting, the land being platted as Nottingham Trace Phase 4 is in Zone X (area determined to be outside of the 0.2% Annual Chance Floodplain), as said Zone is designated and delineated on the FEMA Flood Insurance rate map for Franklin County, Ohio, and incorporated area map number 35049C0202K, with effective date of June 17, 2008.

NOTE "F": Where residential lots abut parkland and/or open space, wood bollards shall be placed and maintained along the shared property lines between said lots and said reserve in order to provide a clear delineation between public and private spaces.

NOTE "B" - AGRICULTURAL RECOMPACT: Grantee, being the duly authorized representative of the developer dedicating the property described in this plat, hereby agrees to indemnify the City of New Albany for, and hold it harmless from, any agricultural recompactments assessed or levied in the future against the property dedicated herein, which result from grantor's conversion of the property from agricultural use.

NOTE "J" - LOTS 148 THROUGH 155: On each of Lots 148 through 155, both inclusive, no building shall be constructed which has an opening unprotected from flooding in its foundation wall which is lower than the Flood Protection Elevation for that lot given in the following table:

Lot No.	Flood Protection Elevation USGS 1985 Datum
148	1005.10
149	1009.10
150	1009.10
151	1009.10
152	1011.50
153	1011.50

The foregoing Flood Protection Elevation is approximately 2.0 feet above the 100 year Flood Elevation.

NOTE "C" - ACREAGE BREAKDOWN:

Total acreage:	4.954 Ac.
Acreage in right-of-way:	1.724 Ac.
Acreage in Reserve "G":	0.206 Ac.
Acreage in remaining lots:	3.024 Ac.

NOTE "D" - ACREAGE BREAKDOWN: Nottingham Trace Phase 4 is out of the following Franklin County Parcel Number:

222-001443	4.954 Ac.
------------	-----------

NOTE "E" - DECREASED DRIVEWAYS: Decreased driveways are hereby prohibited on all lots in Nottingham Trace Phase 4. Nothing herein, however, shall prohibit the construction and use of a driveway alongside or to the rear of a residential structure if otherwise permitted by the City of New Albany.

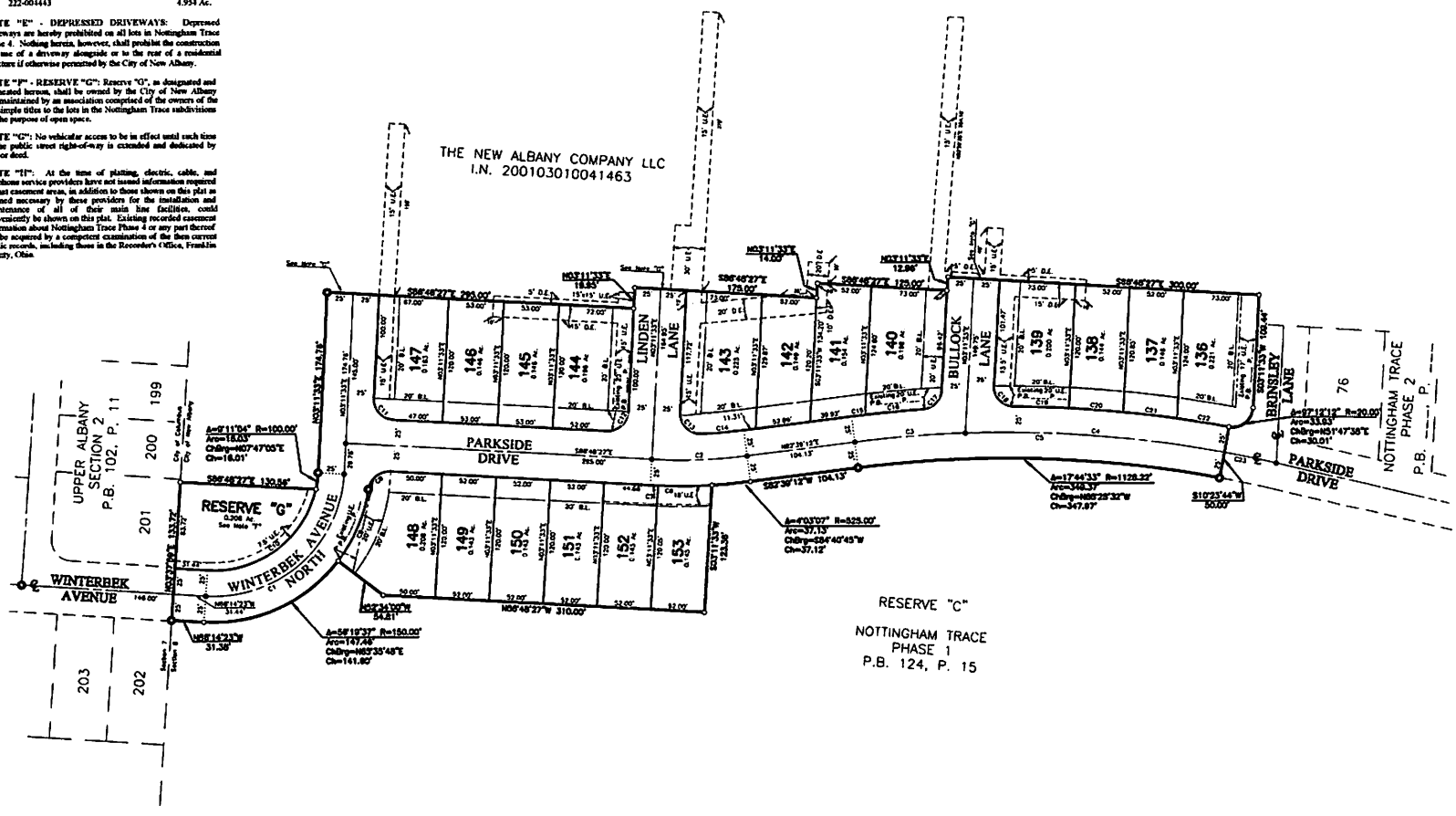
NOTE "I" - RESERVE "G": Reserve "G", as designated and delineated herein, shall be owned by the City of New Albany and maintained by an association comprised of the owners of the fee simple titles to the lots in the Nottingham Trace subdivisions for the purpose of open space.

NOTE "G": No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "H": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Nottingham Trace Phase 4 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Recorder's Office, Franklin County, Ohio.



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	92°34'04"	125.00'	197.56'	N 48°28'30" E	177.65'
C2	102°37'31"	500.00'	81.97'	N 87°55'22" E	81.61'
C3	2°18'38"	1153.23'	107.23'	S 85°18'01" W	107.19'
C4	122°14'06"	1153.23'	349.88'	N 82°42'43" W	349.40'
C5	174°47'33"	1153.23'	357.11'	N 89°26'22" W	356.89'
C6	2°41'20"	525.00'	52.13'	N 89°30'08" E	52.11'
C7	64°15'41"	525.00'	7.25'	S 87°22'25" E	7.25'
C8	84°31'20"	30.00'	26.52'	S 52°42'53" W	26.86'
C9	290°07'47"	150.00'	76.17'	N 22°57'08" E	75.34'
C10	81°33'01"	100.00'	142.64'	N 57°04'07" E	132.40'
C11	90°00'00"	30.00'	31.42'	S 47°48'27" E	28.28'
C12	90°00'00"	30.00'	31.42'	N 48°11'23" E	28.28'
C13	85°48'33"	30.00'	32.40'	S 44°38'44" E	28.95'
C14	4°31'48"	475.00'	48.32'	N 89°02'05" E	48.31'
C15	27°48'	1178.22'	12.86'	S 82°30'00" W	12.86'
C16	74°48'	1178.22'	36.12'	S 84°20'53" W	36.12'
C17	82°49'12"	20.00'	20.91'	N 44°38'09" E	20.40'
C18	10°51'31"	20.00'	32.41'	S 42°14'37" E	28.86'
C19	2°14'45"	1178.22'	15.03'	N 89°13'06" W	15.02'
C20	2°14'45"	1178.22'	15.01'	N 89°27'17" W	15.01'
C21	2°22'01"	1178.22'	32.10'	N 87°32'24" W	32.10'
C22	2°28'08"	1178.22'	50.77'	N 87°02'20" W	50.77'
C23	7°32'38"	1153.23'	51.31'	N 78°19'56" W	51.20'



THE NEW ALBANY COMPANY LLC
I.N. 200103010041463

RESERVE "G"
NOTTINGHAM TRACE
PHASE 1
P.B. 124, P. 15

NOTTINGHAM TRACE PHASE 4

Situated in the State of Ohio, County of Franklin, City of New Albany, within Sections 8, 9, Quarter Township 2, Tenth Range 2, Range 11, Local State-Municipal Land, containing 4.91-acre of land more or less, and 1934 acre being a part of said tract of land...

The undersigned, THE NEW ALBANY COMPANY, LLC, a Delaware limited liability company, by WILLIAM G. EHRING, President, does hereby certify that this plan and instrument are true and correct copies of the original plan and instrument...

Instrument are hereby received in, over and under area designated on this plan as follows: ... The above grade reference, datum or other obstruction is on this plan shown as being located within Municipal Engineer Examination area shown between outside of the platted area are within lands owned by the undersigned and easements are hereby preserved therefor for the uses and purposes expressed herein.

I, Witness, the undersigned, WILLIAM G. EHRING, President of THE NEW ALBANY COMPANY, LLC, has signed and sealed this instrument on this day of 20__ at _____.

Signed and Acknowledged In the presence of THE NEW ALBANY COMPANY, LLC

By WILLIAM G. EHRING, President

STATE OF OHIO COUNTY OF FRANKLIN ss:

Hereinafter, a Notary Public in and for said State, personally appeared WILLIAM G. EHRING, President of THE NEW ALBANY COMPANY, LLC, who acknowledged to me that he is the true and lawful signatory and that he executed the above and aforesaid THE NEW ALBANY COMPANY, LLC for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 20__ at _____.

My commission expires _____ Notary Public, State of Ohio

Approved this _____ Day of _____, _____, New Albany, Ohio

Approved this _____ Day of _____, _____, New Albany, Ohio

Approved this _____ Day of _____, _____, New Albany, Ohio

Approved this _____ Day of _____, _____, New Albany, Ohio

Approved this _____ Day of _____, _____, New Albany, Ohio

Approved and accepted by Resolution No. _____, passed _____, 20__, whereby all of Notarial Lanes, Package Drive, and Westwick Avenue, North of Westwick Avenue, are accepted as such by the Council for the City of New Albany, Ohio.

Transferred this _____ day of _____, _____, Franklin County, Ohio

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this _____ day of _____, _____ at _____, N.E. File # _____

Recorded, Franklin County, Ohio

Recorded this _____ day of _____, _____

Filed No. _____

Recorded this _____ day of _____, _____

Filed No. _____

Recorded this _____ day of _____, _____

Filed No. _____

Recorded this _____ day of _____, _____

Filed No. _____

Recorded this _____ day of _____, _____

Filed No. _____

Recorded this _____ day of _____, _____

Filed No. _____

Recorded this _____ day of _____, _____

Filed No. _____



LOCATION MAP AND BACKGROUND DRAWING NOT TO SCALE

SURVEY DATA: BASES OF BEARINGS. The bearings shown herein are based on the same meridian as those shown on the plat recorded in Franklin County, Ohio, as follows: Nottinghams Trace Phase 1-4 of record in Plat Book 124, Page 15. SOURCE OF DATA. The source of recorded survey data referenced in the plan and text of this plan are the records of the Recorder's Office, Franklin County, Ohio. IRON PINS. Iron pins, when indicated hereon, unless otherwise noted, are to be set and driven into the ground at the places indicated. They are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground. They are to be stamped with the initials of the Surveyor and the date of their setting. A list of the pins set shall be marked (penciled) to record the actual location of the pins, the names of the persons who set them, the date of their setting, and the name of the Surveyor. This list shall be preserved in the office of the Surveyor, who shall also file a true and correct copy of this list with the Recorder's Office, Franklin County, Ohio. PREPARATION MARKERS. Permanent markers, where indicated hereon, are to be set and driven into the ground at the places indicated. They are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground. They are to be stamped with the initials of the Surveyor and the date of their setting. A list of the markers set shall be marked (penciled) to record the actual location of the markers, the names of the persons who set them, the date of their setting, and the name of the Surveyor. This list shall be preserved in the office of the Surveyor, who shall also file a true and correct copy of this list with the Recorder's Office, Franklin County, Ohio.

SIGNIFIED & PLATED BY EMHHT PROFESSIONAL SURVEYOR

Mr. G. L. Smith, State Surveyor, has examined the above plat, is correct, and that all dimensions are in feet and inches, and that the same have been surveyed and plotted as shown. He also certifies that the survey was made in accordance with the laws of this State. G. L. Smith, State Surveyor.

Professional Surveyor No. 7855 Date

NOTTINGHAM TRACE PHASE 4

NOTE "1". Where indicated, lots are partitioned under open space, visual buffers shall be placed and constructed along the perimeter of the site to provide a visual barrier between private and public spaces.

NOTE "2". LOTS 148 THROUGH 151. On each of Lots 148 through 151, each sublot, no building shall be constructed which exceeds a height of 10 feet above the ground level which is shown on the Flood Protection Elevation for that lot given in the following table:

Lot No.	Flood Protection Elevation
148	105.22
149	105.22
150	105.22
151	105.22

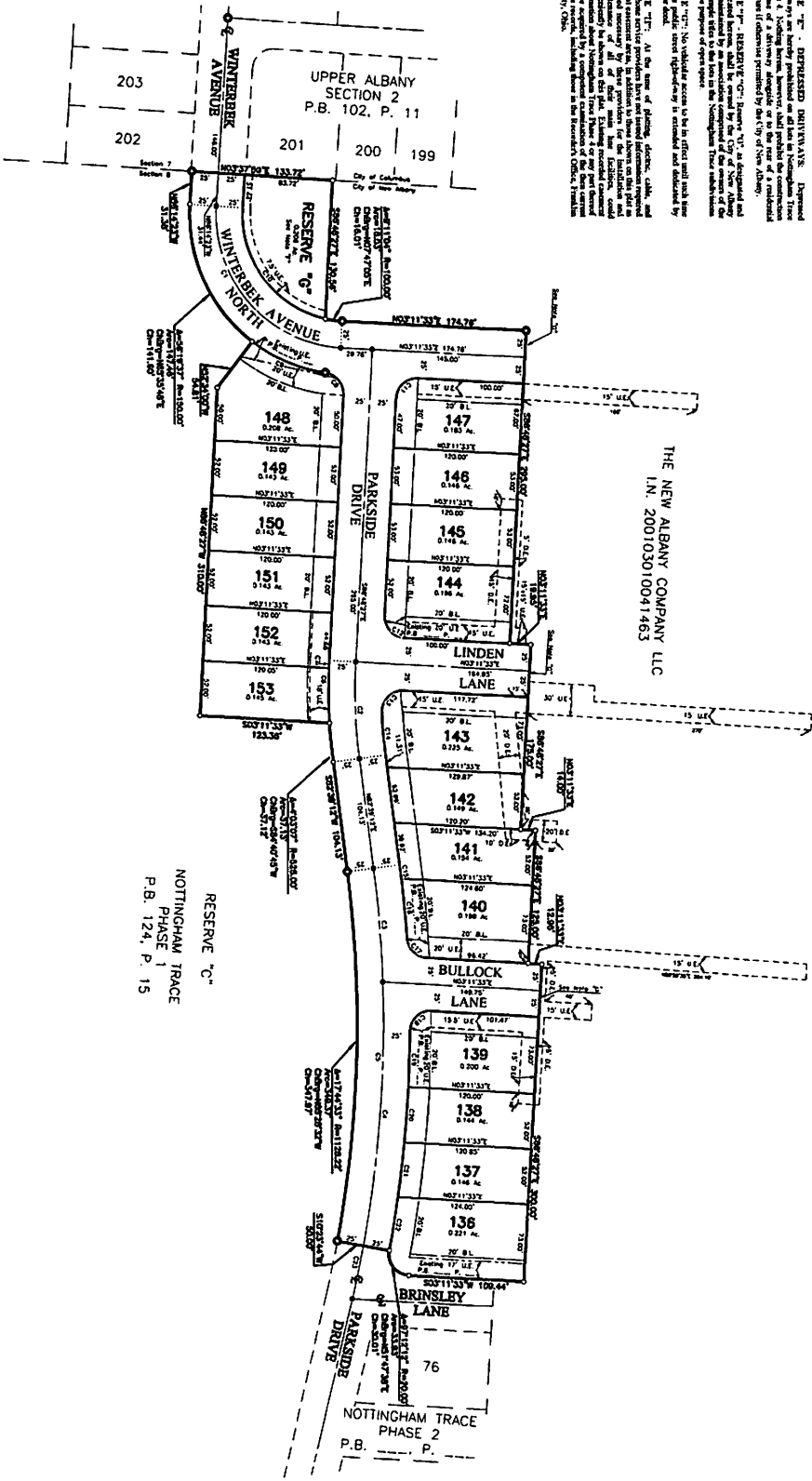
The Impervious Flood Protection Elevation is approximately 2.6 feet above the 100 year Flood Elevation.

NOTE "3". - FUTURE DEVELOPMENT. Depressed Roadway. Lending terms, however, shall prohibit the construction and use of a driveway alongside or in the rear of a residential lot of the property as shown on the plat.

NOTE "4". - RESERVE "C". Reserve "C" is depicted and described as an easement for utility lines. It is intended and shall be used only for the installation and maintenance of utility lines and shall be used only for the purposes specified. It shall not be used for any other purpose. It is intended that the easement shall be used only for the purposes specified.

NOTE "5". - FUTURE DEVELOPMENT. Depressed Roadway. Lending terms, however, shall prohibit the construction and use of a driveway alongside or in the rear of a residential lot of the property as shown on the plat.

NOTE "6". - FUTURE DEVELOPMENT. Depressed Roadway. Lending terms, however, shall prohibit the construction and use of a driveway alongside or in the rear of a residential lot of the property as shown on the plat.



CONF. DATA	AREA	LENGTH	ANGLE	COORD. X	COORD. Y
C1	50.00	10.00	90.00	100.00	0.00
C2	50.00	10.00	90.00	100.00	0.00
C3	50.00	10.00	90.00	100.00	0.00
C4	50.00	10.00	90.00	100.00	0.00
C5	50.00	10.00	90.00	100.00	0.00
C6	50.00	10.00	90.00	100.00	0.00
C7	50.00	10.00	90.00	100.00	0.00
C8	50.00	10.00	90.00	100.00	0.00
C9	50.00	10.00	90.00	100.00	0.00
C10	50.00	10.00	90.00	100.00	0.00
C11	50.00	10.00	90.00	100.00	0.00
C12	50.00	10.00	90.00	100.00	0.00
C13	50.00	10.00	90.00	100.00	0.00
C14	50.00	10.00	90.00	100.00	0.00
C15	50.00	10.00	90.00	100.00	0.00
C16	50.00	10.00	90.00	100.00	0.00
C17	50.00	10.00	90.00	100.00	0.00
C18	50.00	10.00	90.00	100.00	0.00
C19	50.00	10.00	90.00	100.00	0.00
C20	50.00	10.00	90.00	100.00	0.00
C21	50.00	10.00	90.00	100.00	0.00
C22	50.00	10.00	90.00	100.00	0.00
C23	50.00	10.00	90.00	100.00	0.00